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**Mayor**  
Nancy Berry  
**Mayor Pro Tem**  
Karl Mooney  
**Interim City Manager**  
Frank Simpson

**Council members**  
Blanche Brick  
Jess Fields  
John Nichols  
Julie M. Schultz  
James Benham

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, February 28, 2013 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

**Consent Agenda**

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:
    - February 14, 2013 Workshop
    - February 14, 2013 Regular Council Meeting
  - b. Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02.
  - c. Presentation, possible action, and discussion regarding approval of a contract, #13-123, between the City of College Station and Brazos Paving Inc. in the amount of \$69,069.40 to construct the Dexter Street Sidewalks Project.

- d. Presentation, possible action and discussion regarding approval of a contract between the City of College Station and Siemens Industry Inc. in the amount of \$66,958.94 for the purpose of Building Access Security and Closed Circuit Security Cameras installation.
- e. Presentation, possible action, and discussion on a Professional Services Contract with Arcadis US, Inc., in the amount of \$364,529, for the design, bidding, construction administration services and construction materials testing for improvements to the Sandy Point Pump Station.
- f. Presentation, possible action, and discussion regarding approval of a contract, #13-137, between the City of College Station and Vox Construction, LLC. in the amount of \$175,690.92 to construct the University Drive Sidewalk Improvements Project.
- g. Presentation, possible action and discussion on a bid award for the annual agreement for various electrical items and electric meters to be stored in inventory as follows: HD Supply \$35,988.92; Techline \$352,124.00; Priester-Mell & Nicolson \$134,684.00; Texas Electric Cooperatives \$277,062.00; KBS Electrical Distributors \$218,998.75; Wesco \$58,552.10. Total estimated annual expenditure is \$1,077,409.77.
- h. Presentation, possible action and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract (#WM08-12). Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$300,868.30.
- i. Presentation, possible action and discussion regarding the first renewal of the annual price agreement for wire and cable with Techline for an amount not to exceed \$809,550.00.
- j. Presentation, possible action and discussion regarding release of lien for 65 acres the City owns on Rock Prairie Road.
- k. Presentation, possible action and discussion regarding the traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session.
- l. Presentation, possible action, and discussion on a construction contract with Dudley Construction, LTD., in the amount of \$54,905.00, for rehabilitation, additions, and upgrades to water lines and existing water fountains at various locations throughout Wolf Pen Creek Park, Project Number PK13-07.
- m. Presentation, possible action, and discussion on the application and acceptance of an Office of the Governor, Criminal Justice Division (CJD) Grant for the purchase of equipment.
- n. Presentation, possible action, and discussion concerning the City Internal Auditor's Contract Administration audit report.
- o. Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Capital Improvement Project, and authorizing the City's cost share of \$72,428.93 to be paid to the BVWACS Managing Entity (BVCOG).

#### **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.

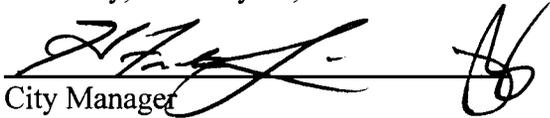
Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will 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 regarding approval of recommendations made by the Joint Task Force on Neighborhood Parking.
2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.006 acre public utility easement, a 0.006 acre public utility easement, and a 0.072 acre public utility easement located on Lot 2R of the William Brooke Hunter Estates Subdivision according to the plat recorded in Volume 7627, Page 19 of the Deed Records of Brazos County, Texas.
3. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 6.326 acres located at 301 Southwest Parkway from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan.
4. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 1.27 acres from R-1 Single-Family Residential to O Office for the property located at 1402 Earl Rudder Freeway South, generally located at the northwest corner of Earl Rudder Freeway South frontage road and University Oaks Boulevard.
5. Presentation, possible action, and discussion for a City Participation Agreement for design and reconstruction of Church Avenue being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$111,095.00 and for an ordinance pursuant to Section 212.072(b) of the Texas Local Government Code authorizing the City Participation Agreement.
6. Presentation, possible action, and discussion regarding contracting for vehicle towing and storage services.
7. Adjourn.

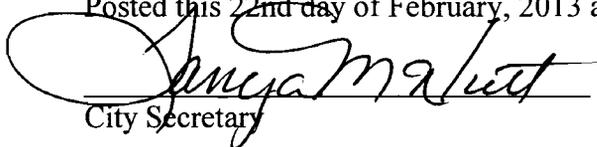
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

  
City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, February 28, 2013 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 22nd day of February, 2013 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](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on February 22, 2013 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 \_\_\_\_\_, 2013 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

**February 28, 2013**  
**City Council Consent Agenda Item No. 2a**  
**City Council Minutes**

**To:** Frank Simpson, Interim City Manager

**From:** Sherry Mashburn, City Secretary

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

- February 14, 2013 Workshop
- February 14, 2013 Regular Council Meeting

**Attachments:**

- February 14, 2013 Workshop
- February 14, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
FEBRUARY 14, 2013

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

Blanche Brick  
Jess Fields  
Karl Mooney  
John Nichols  
Julie Schultz  
James Benham

**City Staff:**

Frank Simpson, Interim City Manager  
Kathy Merrill, Deputy City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Ian Whittenton, Records Management Coordinator

**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 5:05 p.m. on Thursday, February 14, 2013 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, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 5:05 p.m. on Thursday, February 14, 2013 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. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Tom Jagielski v. City of College Station, Cause No. 12-002918-CU-361, In the 361<sup>st</sup> District Court of Brazos County, Texas
- State v. Carol Arnold, Cause Number 11-02697-CRF-85, In the 85<sup>th</sup> District Court, Brazos County, Texas

B. Deliberation on the purchase, exchange, lease or value of real property; to wit:

- Property located at or near University Drive and Tarrow East Tarrow Streets in College Station

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

- Internal Auditor

D. Deliberation on economic development negotiations regarding an offer of financial or other incentives for a business prospect; to wit:

- Discuss economic development incentive negotiations with T AMUS

The Executive Session adjourned at 6:15 p.m.

### **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.**

Mayor Berry announced that item 2j will be pulled from Consent and no action taken; however, she stated that staff would provide a presentation on 2j at a later date. Items 2c, 2h and 2o were pulled for discussion.

**2c:** Chuck Gilman, Director of Capital Projects, clarified that the focus is on traffic operations, specifically traffic signals. This study will tell us where we want to go. It will be a long-range plan. Traffic around the University will be a separate study.

**2h:** Randall Heye, Economic Development Analyst, clarified the 45-day lease extension.

2o: David Schmitz, Director of Parks and Recreation, stated the rate has not changed. The contract was done in cooperation with the League. The fees charger are to cover the direct costs.

**5. Presentation, possible action, and discussion relating to receiving the annual audit reports and Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2012.**

Jeff Kersten, Executive Director of Fiscal Services, presented the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2012. He reported that the City's net assets are \$421,850,110 reflecting an increase of \$11,181,109 from last year. The unrestricted net assets are \$77,663,219 and restricted net assets are \$15,187,479. Most Net Assets are capital assets in the amount of \$328,999,412. Ingram Wallis & Co. is the City's external auditor. They presented their report to the Audit Committee February 4. The Audit Committee recommended Council accept the reports and the CAFR.

Jimmy Ingram, with Ingram Wallis & Co., presented the audit report to the Council. The audit went very smoothly. The opinion is unqualified, the highest level of assurance. The CAFR will be presented to the GFOA and should receive a Certificate of Achievement for Excellence in Financial Reporting. The major programs also received an unqualified opinion. The Management Letter includes comments related to capital assets and federal awards.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to accept the annual audit reports and Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2012. The motion carried unanimously.

**6. Presentation, possible action, and discussion regarding Board Composition for Rock Prairie Management District #1 and #2.**

Bob Cowell, Executive Director of Planning and Development Services, reminded Council that MMD 1 will consist of eleven members and MMD 2 will have five members. For MMD 1, Staff proposes to contact the specific entities named and solicit names for consideration. For those without specific entities, staff will forward correspondences directly to business and property owners and place a general notice on the City's web site soliciting names for consideration. For MMD 2, Staff will convene a meeting of the property owners indicating an interest in participating in MMD#2 and will solicit names for consideration from this group.

Council directed that applicants go through the standard application process and be College Station residents or reside within the ETJ. A caveat regarding Conflict of Interest will be added to the MMD 2 application.

Mayor Berry recessed the Workshop at 7:10 p.m.

At 9:24 p.m., the Workshop reconvened by Mayor Berry.

**7. Council Calendar**

- **Feb. 15 15th Annual Crawfish Boil at Brazos County Expo Complex, 5:30 p.m.**
- **Feb. 20 Community Builders Breakfast at CS Hilton, 7:30 a.m.**
- **Feb. 20 RVP Board Meeting at RVP, 3:00 p.m.**
- **Feb. 21 P&Z Workshop/Meeting, Council Chambers, 6:00 p.m. (Julie Schultz, Liaison)**
- **Feb. 28 Executive Session/Workshop/Regular Meeting at 5:00, 6:00 & 7:00 p.m.**

Council reviewed the Council calendar. February 27 is the date for the Republican dinner, with Greg Abbott speaking. A joint meeting will be held with the City of Bryan on February 18 regarding Gig.U.

**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 asked for a workshop item to discuss additional reporting requirements and future obligations for Council once the City reaches 100,000 in population. He also wants to discuss how other cities of 100,000 – 150,000 population address compensation for the Mayor.

Councilmember Schultz asked for an item to review the permitting process for solicitors. Staff will prepare a memo.

**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 Audit Committee, Brazos Valley Council of Governments, Bryan-College Station Chamber of Commerce, and the Blinn Advisory Board.

## **10. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:39 p.m. on Thursday, February 14, 2013.

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

ATTEST:

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

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
FEBRUARY 14, 2013

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

Blanche Brick  
Jess Fields  
Karl Mooney  
John Nichols  
Julie Schultz  
James Benham

**City Staff:**

Frank Simpson, Interim City Manager  
Kathy Merrill, Deputy City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Ian Whittenton, Records Management Coordinator

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

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:18 p.m. on Thursday, February 14, 2013 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.**

**Citizen Comments**

Carroll Claycamp, 300 Lee Avenue, read a prepared statement, attached.

Cora Rogers, 7472 Old Jones Road, spoke about the proposed landfill in the Brushy community. The dump site has not opened yet, but the community still needs the City's help. She asked the Council how would they like a landfill placed in their front or backyard.

Argie Butler, 8783 Vincent Road, spoke about the proposed landfill in the Brushy community. She is here again tonight to keep this issue in front of the Council. TCEQ has issued a nine-

month hold, but they have not won yet. They do not want this dump out there. Individual rights end whenever they infringe on others' rights and health concerns. Other towns are fighting what they are fighting.

## **CONSENT AGENDA**

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

- January 24, 2013 Workshop**
- January 24, 2013 Regular Council Meeting**
- January 28, 2013 Strategic Planning Retreat**
- January 29, 2013 Strategic Planning Retreat**

**2b. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Environmental Safety Services, Inc. in the amount of \$209,195.00 for the purposes of constructing the Emerald Forest Drainage Improvements Project.**

**2c. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Kimley-Horn Associates, Inc. in the amount of \$122,100.00 to develop a Traffic Operations Master Plan.**

**2d. Presentation, possible action, and discussion regarding construction contract 13-131 with Glen Fuqua, Inc, in the amount of \$152,000 for the installation of a two course seal coat on McCullough Road, Live Oak Street, Madison Street, Church Street, and Royder Road in the Wellborn Area.**

**2e. Presentation, possible action, and discussion regarding approval of Resolution 02-14-13-2e, that will authorize City staff to negotiate for the purchase of easements needed for the Bee Creek Parallel Trunk Line Project.**

**2f. Presentation, possible action, and discussion on the second and final reading of Ordinance 2013-3477, a franchise agreement with Brannon Industrial Group d/b/a Premier Metal Buyers; for the collection of recyclables from commercial businesses and multi-family locations.**

**2g. Presentation, possible action, and discussion on the second and final reading of Ordinance 2013-3478, a franchise agreement with Budget Roll-Off Services; for the collection of construction and demolition debris from residential locations.**

**2h. Presentation, possible action, and discussion on a 45-day lease extension for Deluxe Burger Bar of College Station, Inc. (aka Cafe Eccell) on the First Street Property.**

**2i. Presentation, possible action, and discussion on a Professional Services Contract with KIT Professionals, Inc. in the amount of \$76,997 for the design, bidding, construction administration and construction materials testing for the 30-Inch Water Transmission Line Reinstallation Project.**

**2j. Presentation, possible action, and discussion on a Professional Services Contract with Alan Plummer Associates, Inc., in the amount of \$19,303 for a contribution toward a State-wide study for implementation of Direct Potable Re-Use for water supply.**

**2k. Presentation, possible action and discussion regarding an annual bid award for the machinery with Mustang Rental Services of Bryan, IX in the amount of \$75,000 annually.**

**21. Presentation, possible action, and discussion regarding approval of Resolution 02-14-13-2l, a "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" for expenditures related to the City of College Station's portion of the cost for the construction of the Health Science Center Parkway IB and Phase 2A.**

**2m. Presentation, possible action and discussion on Resolution 02-14-13-2m, amending the authorized representatives on the local government pool account, TexPool1.**

**2n. Presentation, possible action and discussion on Resolution 02-14-13-2n, amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").**

**2o. Presentation, possible action, and discussion regarding first renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 12-093) in an amount not to exceed \$190,000.00 per year.**

**2p. Presentation, possible action, and discussion on Resolution 02-14-13-2p for the application and acceptance of a grant from the Office of the Governor, Criminal Justice Division (CJD) to assist with the expenses incurred as a result of the capital murder and subsequent investigation of Constable Brian Bachmann.**

**2q. Presentation, possible action, and discussion regarding the award of Bid #13-032 for a trailer mounted underground cable puller to TSE International, Inc.**

**2r. Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of replacement parts and components for City vehicles from Varsity Ford - Lincoln (College Station, TX) for the amount of \$60,000.00.**

Item 2j was pulled from Consent; it will come back at a later date. Item 2o was pulled for a separate vote.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less items 2j and 2o. The motion carried unanimously.

**(2o)MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Nichols, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve the first renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City

athletic leagues, programs and tournaments (Contract Number 12-093) in an amount not to exceed \$190,000.00 per year. The motion carried.

## **REGULAR AGENDA**

### **1. Presentation, possible action, and discussion of Resolution 02-14-13-01, Purchase & Sale Agreement, and Economic Development Agreement between the City, Research Valley Partnership, and Asset Plus Realty Corporation regarding the First Street Property.**

**MOTION:** Upon a motion made by Councilmember Fields and a second by Mayor Berry, the City Council voted seven (7) for and none (0) opposed, to approve Resolution 02-14-13-01, Purchase & Sale Agreement, and Economic Development Agreement between the City, Research Valley Partnership, and Asset Plus Realty Corporation regarding the First Street Property. The motion carried unanimously.

The developer was asked to work with the HPC and to consider applying for an historical marker.

### **2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3479, vacating and abandoning:**

- **A 0.29 acre public utility easement, which is located of Block 9 the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, and**
- **A 0.23 acre public utility easement, which is located of Block 10 the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, and**
- **A 0.03 acre (1350 Sq. Ft.) public utility easement, which is located of Block 12 the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas.**

At approximately 7:53 p.m., Mayor Berry opened the Public Hearing.

Ann Duyka, 503 Dogwood, asked which law enforcement agency are they to contact for problem resolution? How will road maintenance be addressed, especially potholes? Will the traffic be re-directed away from the residential area?

There being no further comments, the Public Hearing was closed at 7:59 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3479, vacating and abandoning:

- A 0.29 acre public utility easement, which is located of Block 9 the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, and
- A 0.23 acre public utility easement, which is located of Block 10 the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, and

- A 0.03 acre (1350 Sq. Ft.) public utility easement, which is located of Block 12 the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas.

The motion carried unanimously.

**3. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3480, vacating and abandoning:**

- **A 0.77 acre portion of Culpepper Drive Right-of-Way, in the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, and**
- **A 0.88 acre Milam Avenue Right-of-Way, which in the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas.**

At approximately 8:08 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:08 p.m.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3480, vacating and abandoning:

- A 0.77 acre portion of Culpepper Drive Right-of-Way, in the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas, and
- A 0.88 acre Milam Avenue Right-of-Way, which in the Second Revision, Oak Terrace Addition according to the plat recorded in Volume 152, Page 237 of the Deed Records of Brazos County, Texas.

The motion carried unanimously.

**4. Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions.**

**MOTION:** Upon a motion made by Mayor Berry and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to appoint James Benham to the BVWACS Board. The motion carried unanimously.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to postpone appointment to Sister Cities until February 28. The motion carried unanimously.

**5. Presentation, possible action and discussion regarding appointments to the following boards and commissions:**

- **Bicycle, Pedestrian and Greenways Advisory Board (one vacancy)**
- **Historic Preservation Committee (two vacancies)**

Scott Shafer was appointed to the Bicycle, Pedestrian and Greenways Advisory Board.

Gary Ives and Jerry Redman were appointed to the Historic Preservation Committee.

**6. Presentation, possible action, and discussion regarding the Green College Station Action Plan.**

Jason Stuebe, Assistant to the City Manager, updated the Council on the Green College Station Action Plan. Council asked for the following to be kept on the radar: single stream recycling, incentivizing the protection of trees, annual report to review landfill/recycling metrics, scheduled/phased code adoption, promotion of mixed-use development when appropriate and commercially viable, promote optional water service in restaurants/businesses, and economic analysis through the business community when new regulations are proposed.

**MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to approve the Green College Station Action Plan as modified. The motion carried unanimously.

**7. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:24 p.m. on Thursday, February 14, 2013.

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

ATTEST:

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

**February 28, 2013**  
**Consent Agenda Item No. 2b**  
**Impact Fees Semi-Annual Report**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02.

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

**Recommendation(s):** At their meeting on February 7, the Planning and Zoning Commission unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report – No Further Action is Required at this time.

**Summary:** The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in either 2008 or 2009.

A previous report showed changes in the projected densities in several of the Impact Fee areas related to the Land Uses adopted with the Comprehensive Plan in 2009. An update to incorporate these changes has been in progress but needed to consider the Water and Wastewater Master Plans that were under development, as well as, a City Wide Impact Fee Study that was underway. With the completion of both projects, the update is now proceeding.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On February 7, 2013 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

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

**Attachments:**

1. 02/07/13 Impact Fee Semi-Annual Report



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960  
College Station, Texas 77842  
Phone 979.764.3570 / Fax 979.764.3496

**MEMORANDUM**

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**DATE:** February 7, 2013  
**TO:** Planning and Zoning Commission  
**FROM:** Carol Cotter, P.E., Sr. Asst. City Engineer  
**SUBJECT:** Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

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Local Government Code requires semi-annual reporting in order to monitor the progress of impact fees and to determine when and update to the fee study is necessary. An update was recommended and is currently under way. There have been no major changes over the last reporting period. Staff recommends that the Advisory Committee forward this report to City Council for their status update.

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the Advisory Committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. All five of the impact fees underwent a 5-Year Update in either 2008 or 2009 (as noted below) in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review data changes from previous 6 months are presented in bold font.):

92-01 Sanitary Sewer ( Graham Road ) ( 508 ac. ) \$316.07/LUE

This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000 and to the current amount in April of 2008. The CIP consists of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last 6 months are **\$0.00** for total amount of **\$325,082.55** (per Account #250-0000-287.51-13). The remaining amount eligible for collection is about **\$16,631**. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

97-01 Sanitary Sewer ( Spring Creek – Pebble Hills) ( 2000 ac.) \$98.39/LUE

This fee was implemented in December 1997 at \$349.55/LUE and was revised to the current amount in April of 2008. The CIP consists of Phase I (east of Hwy 6 ) and Phase II (west of Hwy 6 ). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last 6 months are **\$5,017.90** for total amount of **\$575,703.70** (per Acct #251-0000-287.51-13). The remaining amount eligible for collection is about **\$181,193**. The total amount to be recovered through impact fees is anticipated at 52% of original construction cost.

97-02B Sanitary Sewer ( Alum Creek – Nantucket) ( 608 ac. ) \$59.42/LUE

This fee was implemented in December 1997 at 243.38/LUE and was revised to the current amount in April of 2008. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last 6 months are **\$237.68** for total amount of **\$22,068.65** (per Acct #252-0000-287.51-13). The remaining amount eligible for collection is about **\$181,536**. The total amount to be recovered through impact fees is anticipated at 95% of original construction cost.

99-01 Water ( Harley )( 158 ac. ) \$769.91/LUE

This fee was implemented in April 1999 at \$550.00/LUE and was revised to the current amount in April of 2008. The CIP consists of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000 ). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last 6 months are \$0.00 for total amount of \$64,740.88 (per Acct #240-0000-287.51-13). The remaining amount eligible for collection is about \$246,372. The total amount to be recovered through impact fees is anticipated at 91% of original construction cost.

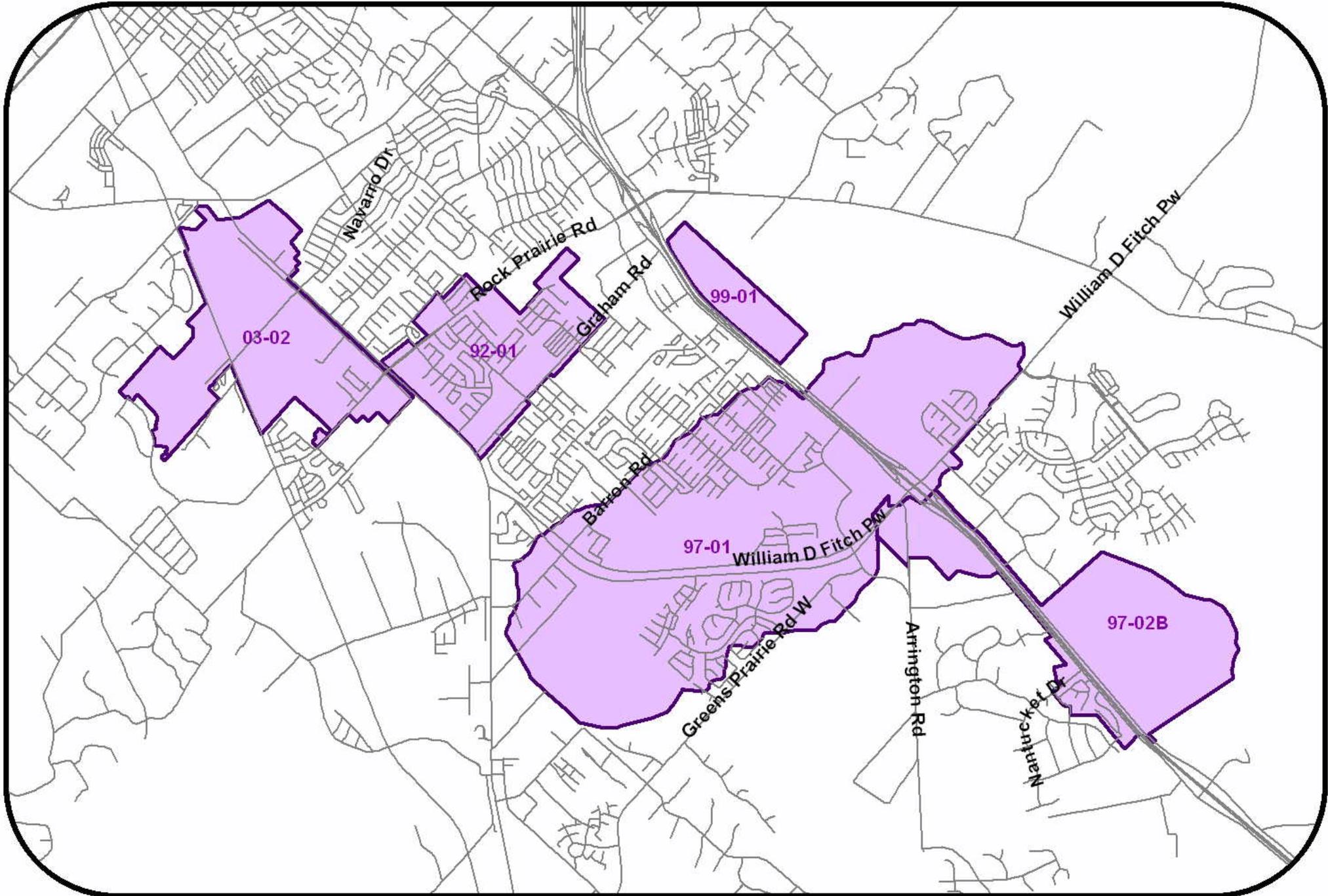
03-02 Sanitary Sewer ( Steeplechase ) ( 715 ac. ) \$357.74/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE and was revised to the current amount in May of 2009. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last 6 months are **\$4,650.62** for total amount of **\$97,157.82** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$698,001**. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

**A previous report showed changes in the projected densities in several of the Impact Fee areas related to the Land Uses adopted with the Comprehensive Land Use Plan in 2009. As presented in the Table below, the densities expected with the Land Use Plan adopted in 2009 are significantly different in several of the Impact Fee Areas. An update to incorporate these changes had been in progress but needed to consider the Water and Wastewater Master Plans that were under development, as well as, a City Wide Impact Fee Study that was underway. With the completion of both projects, the update is now proceeding and will be presented in the coming months.**

Impact Fee Area	Effective Buildout LUE	Current Impact Fee Rate	Anticipated Buildout LUE	LUE Adjustment	Remaining Capital Investment to Recoup
92-01 Graham	1551	\$ 316.07	<b>1775</b>	<b>+ 224</b>	<b>\$ 17,000</b>
97-01 Spring Creek	4425	\$ 98.39	<b>8384</b>	<b>+ 3959</b>	<b>\$181,000</b>
97-02B Alum	3232	\$ 59.42	<b>2139</b>	<b>- 1093</b>	<b>\$182,000</b>
99-01 Harley	450	\$ 769.91	<b>440</b>	<b>- 10</b>	<b>\$246,000</b>
03-02 Steeplechase	2838	\$ 357.74	<b>7816</b>	<b>+ 4987</b>	<b>\$698,000</b>
				<b>Total</b>	<b>\$1,324,000</b>

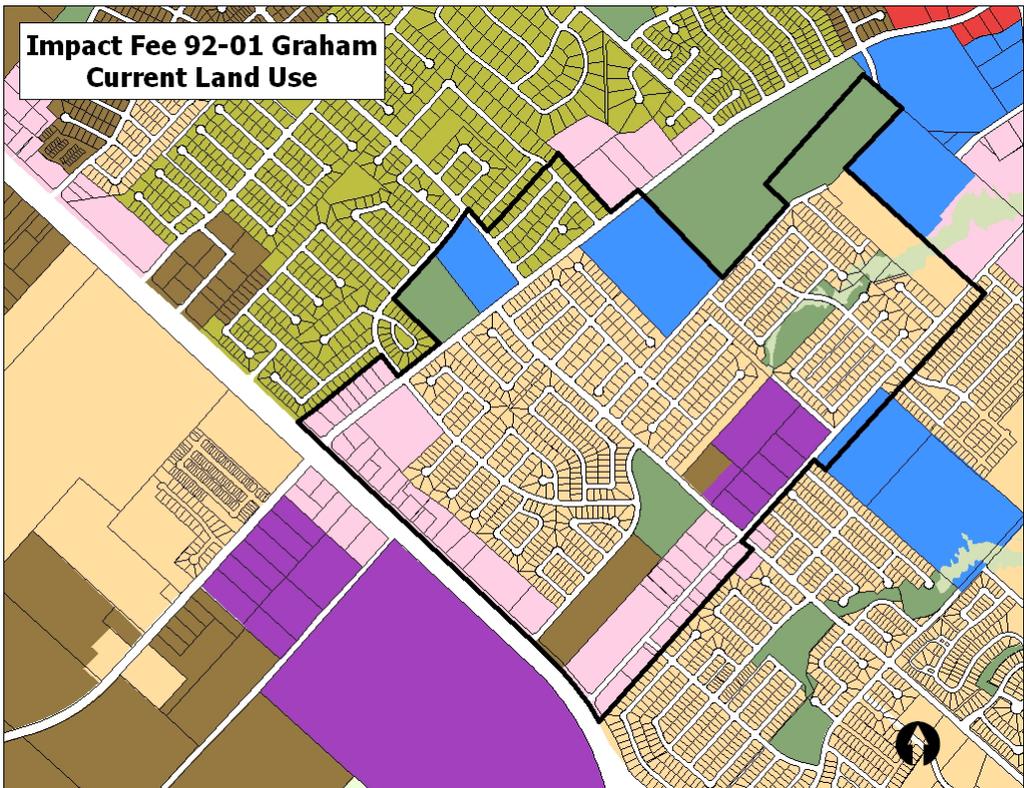
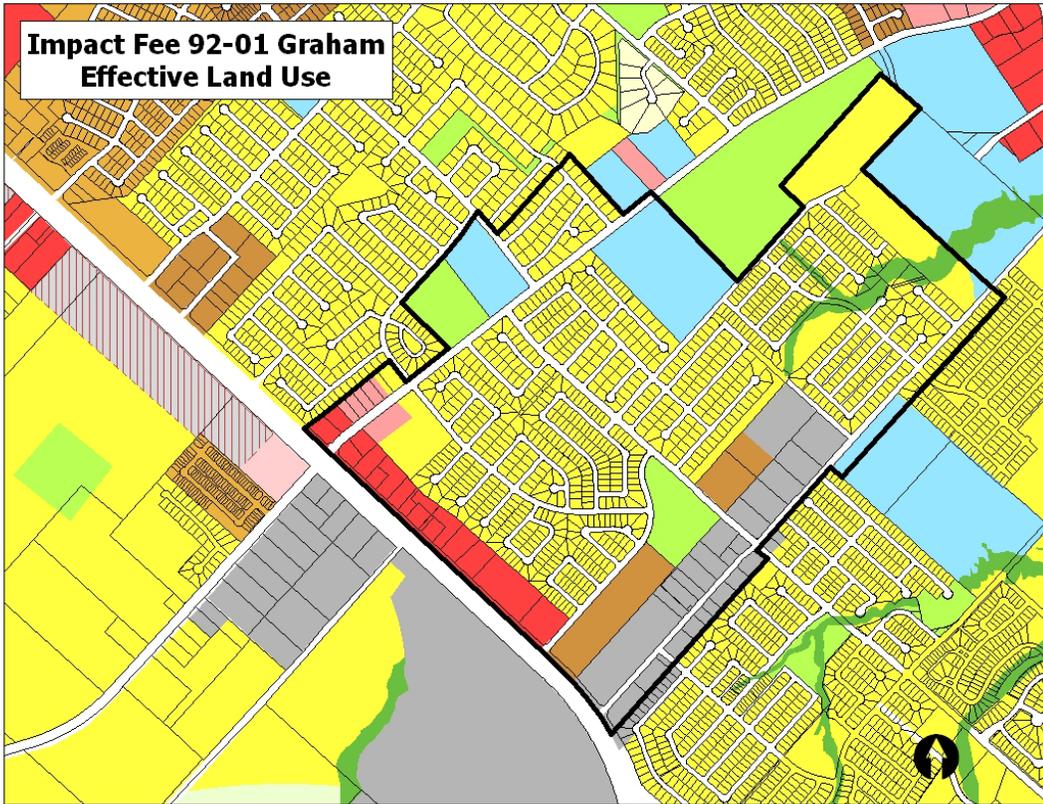
Attachments: Impact Fee Service Areas Map  
 Land Use at Adoption Map per Impact Fee Area  
 Current Land Use Map per Impact Fee Area

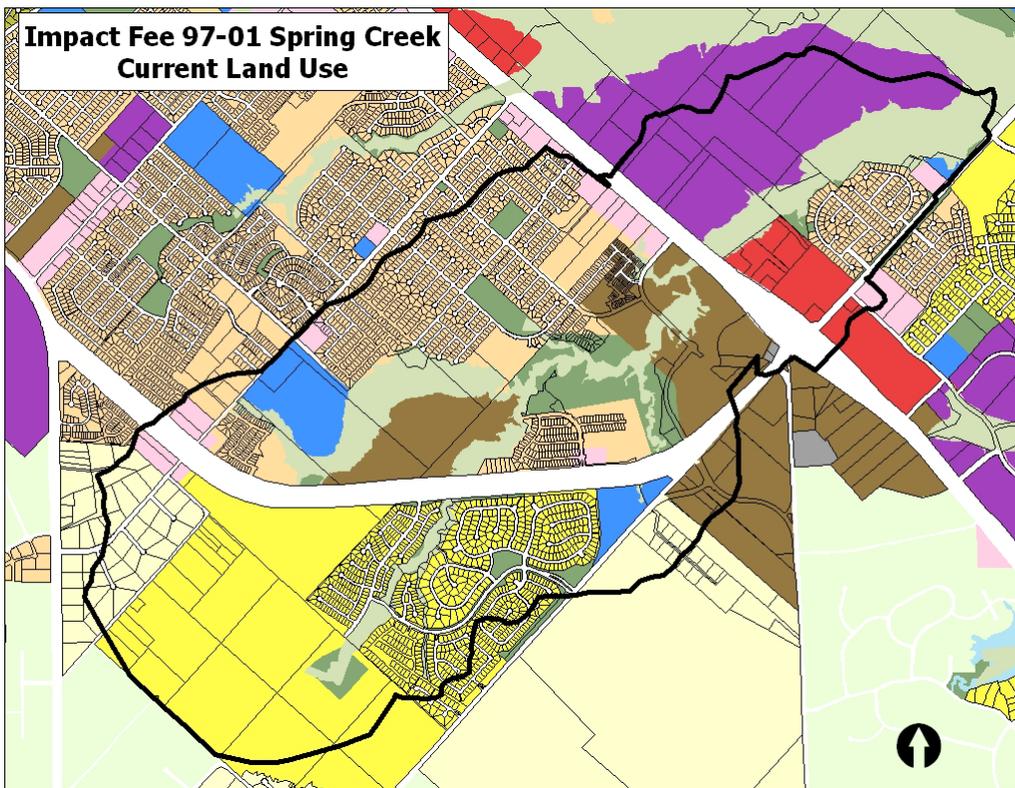
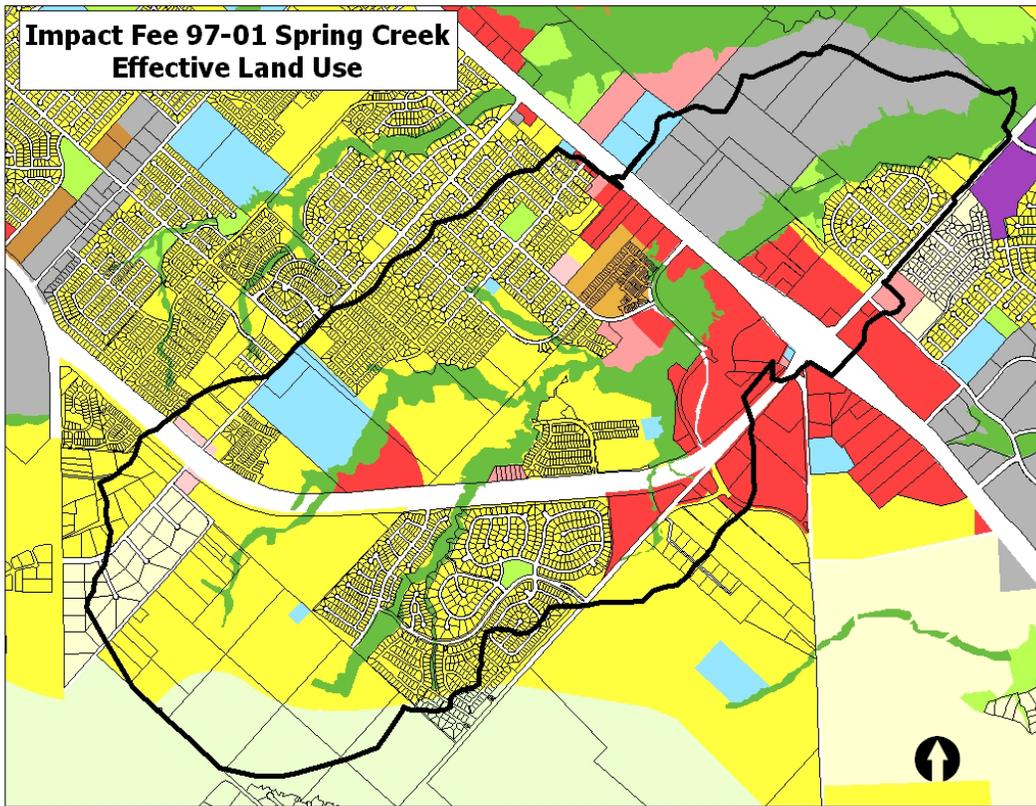


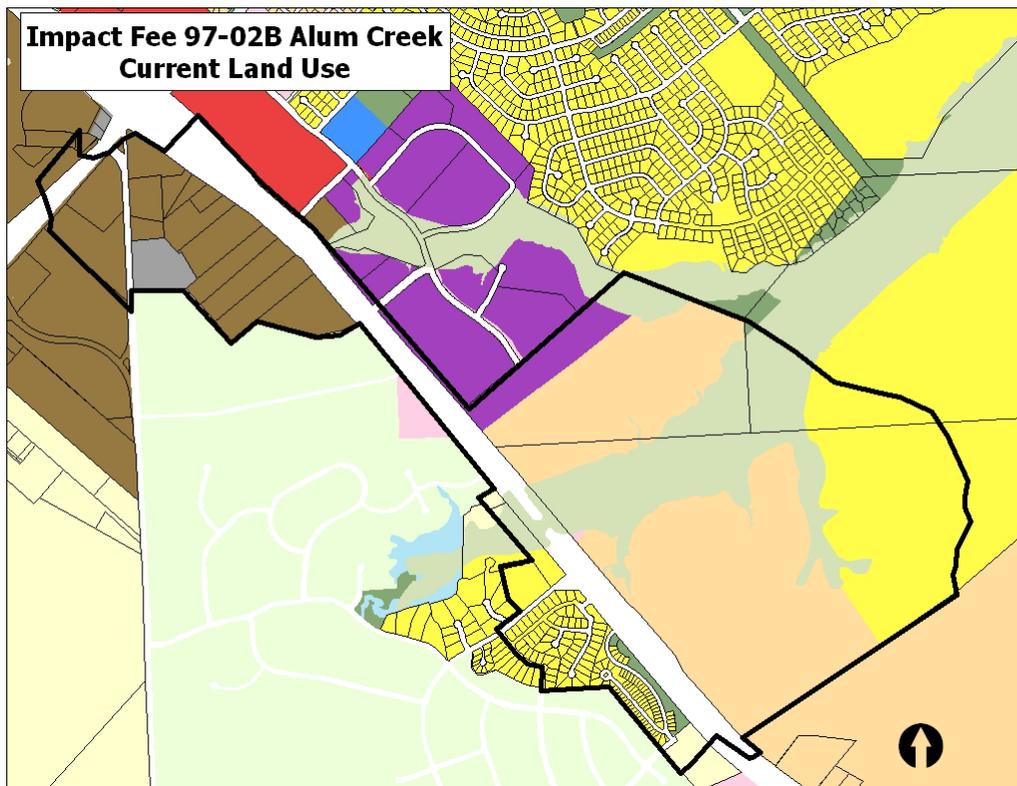
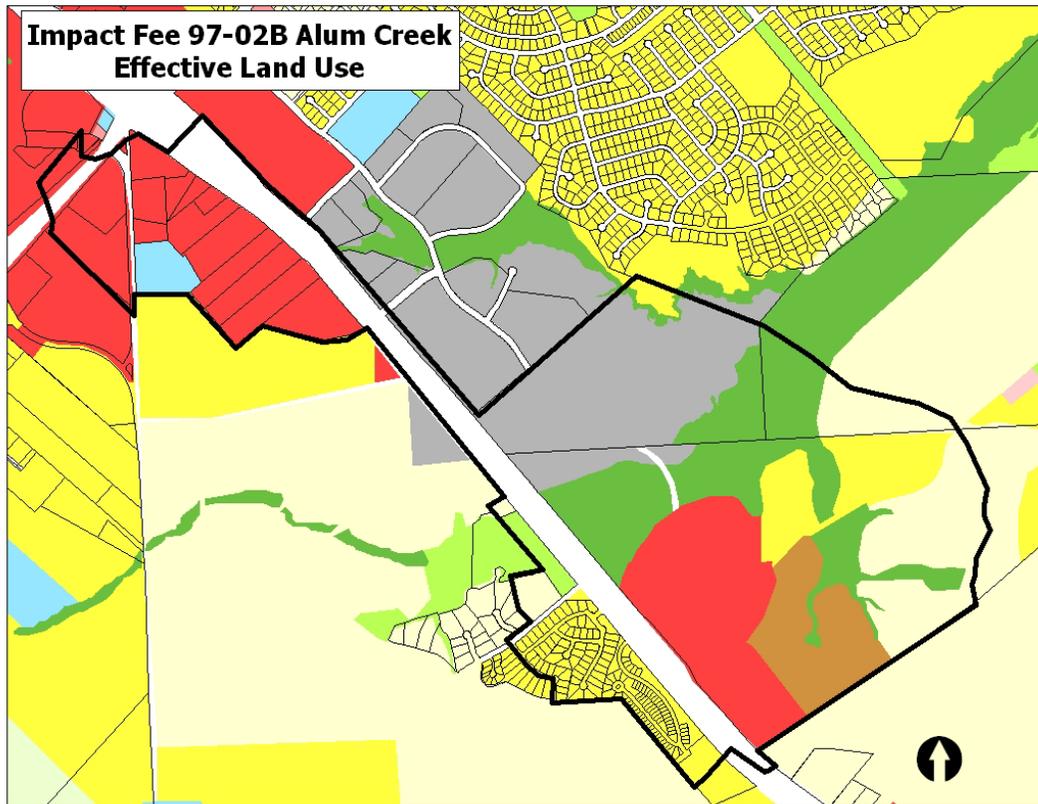
1 inch equals 4,000 feet

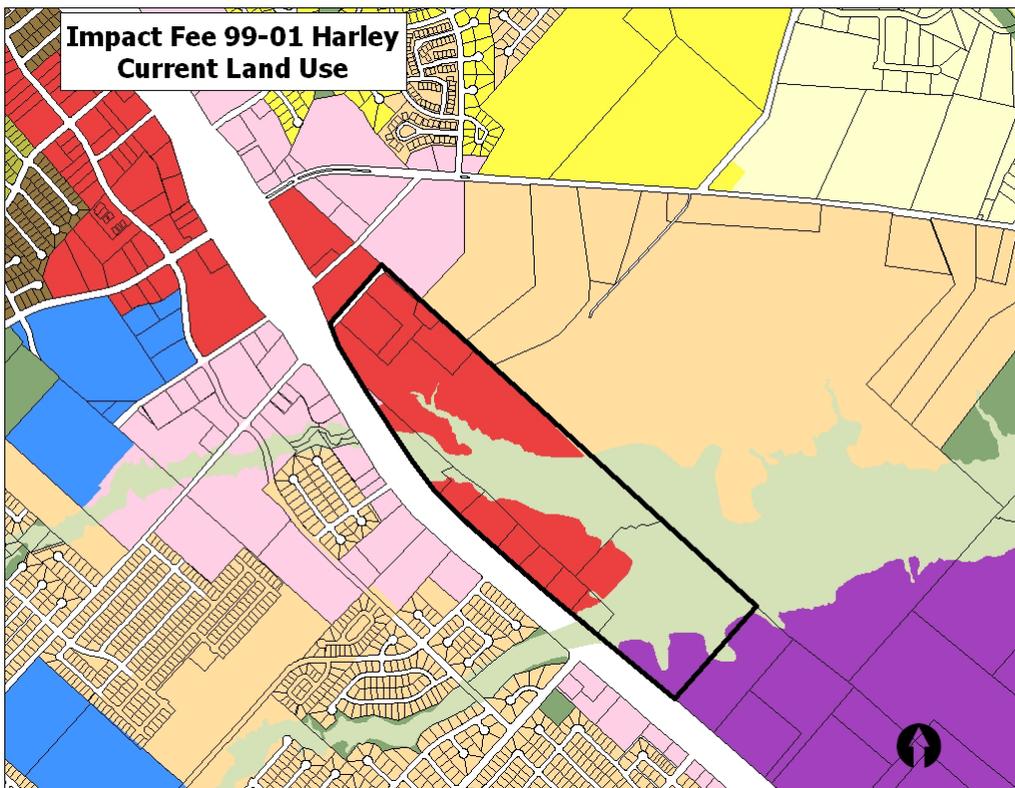
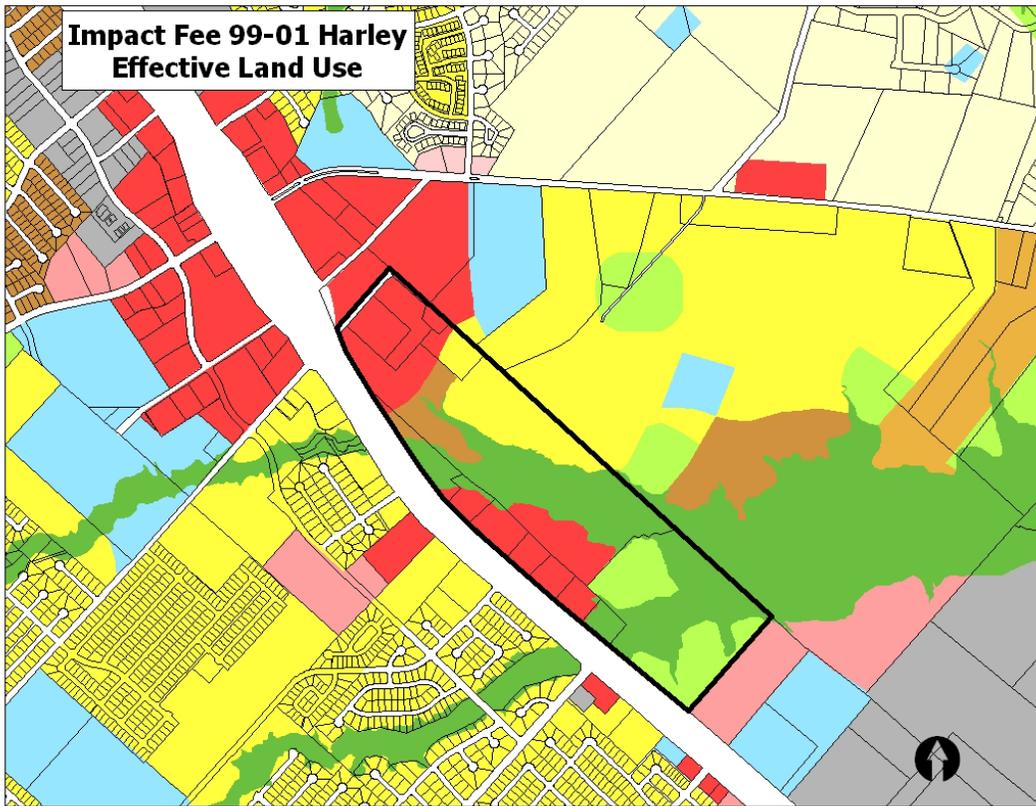


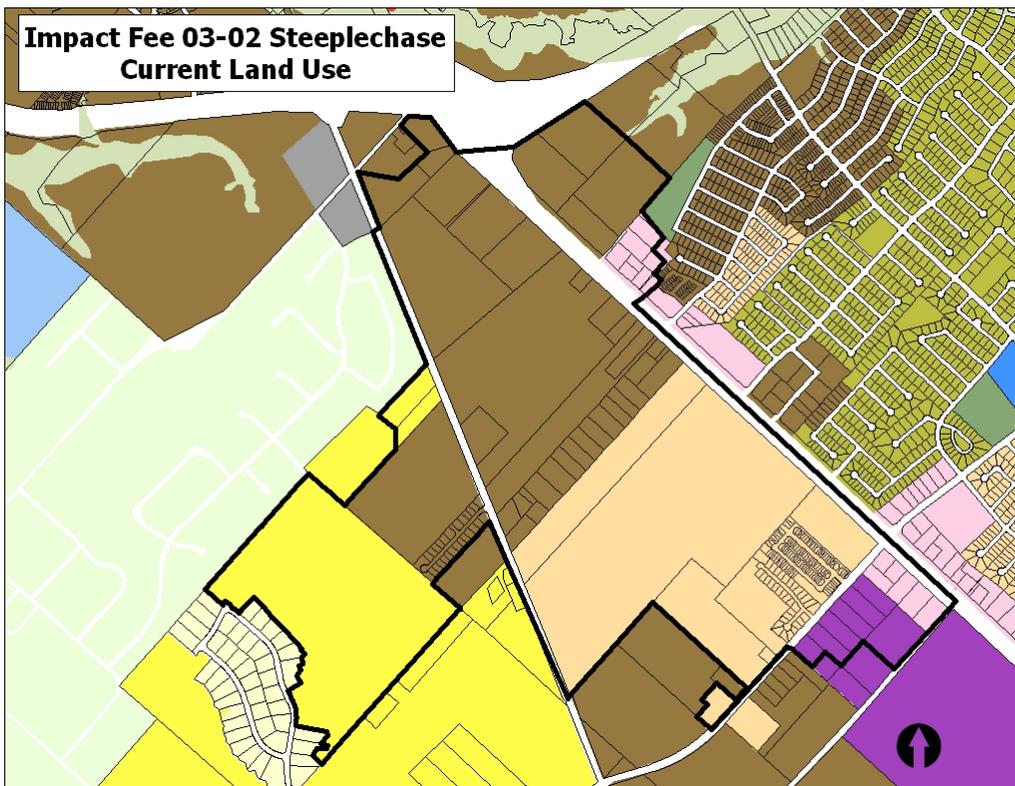
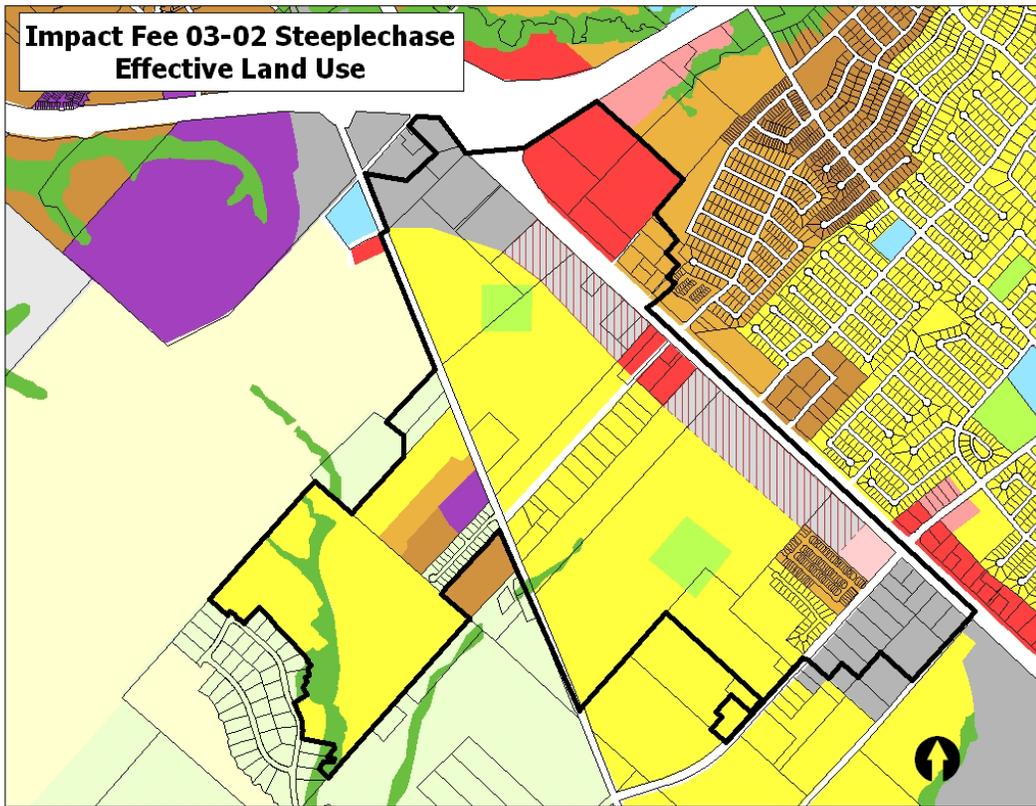
Impact Fee Areas - December 2011











**Effective Land Use**

Density LUE/Acre	Legend
	 Civic
1.00	 Floodplain and Streams
1.62 (1.87)	 Industrial R and D
2.10 (2.33)	 Institutional
2.87 (3.01)	 Office
1.00	 Park
	 Planned Development
	 Redevelopment
13.6	 Residential Attached
3.77 (4.55)	 Retail Neighborhood
4.07 (5.55)	 Retail Regional
0.00	 Rural
13.00	 S.F. Residential High Density
0.4	 S.F. Residential Low Density
4.5	 S.F. Residential Medium Density
	 Texas A & M University
0.00	 Transitional

**Current Land Use**

Density LUE/Acre	Legend Land Use Plan FLU-2
0.00	 111 - Neighborhood Conservation
1.00	 910 - 100 - Rural
0.20	 130 - Estate
6.59	 109 - Restricted Suburban
4.19 (8.0)	 110 - General Suburban
4.52 (20)	 120 - 250 - Urban
	 275 - Urban Mixed Use
4.07 (5.5)	 210 - General Commercial
3.77 (4.55)	 200 - Suburban Commercial
1.62 (2.0)	 310 - Business Park
2.00	 410 - Institutional/Public
	 450 - Texas A&M University
0.00	 710 - 720 - Natural Areas - Protected
0.20	 800 - Natural Areas - Reserved
	 850 - Utilities
	 456 - Redevelopment Areas
	 999 - Water

\*(#) indicates LUE for Water Impact Fee Area and only applies to the 99-01 Harley Impact Fee Area.

**February 28, 2013**  
**Consent Agenda Item No. 2c**  
**Dexter Sidewalk Project**  
**Construction Contract**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract, #13-123, between the City of College Station and Brazos Paving Inc. in the amount of \$69,069.40 to construct the Dexter Street Sidewalks Project.

**Relationship to Strategic Goals:**

1. Neighborhood Integrity
2. Improving Transportation

**Recommendation(s):** Staff recommends approval of the City's Standard Construction Services Contract with Brazos paving, Inc. in the amount of \$69,069.40.

**Summary:** Over year ago, city staff received a citizen request for an ADA (Americans with Disabilities Act) accessible route from the neighborhood to Texas A&M University. Being an ADA request and a priority project, this sidewalk extension was funded by the 2008 bond authorization.

This project will construct a 6-foot wide sidewalk on the west side of Dexter Street between Park Place and Winding Road. Upon completion of the project, sidewalks along Dexter will continuously connect from Winding Rd to George Bush Drive.

**Budget & Financial Summary:** This project is currently budgeted for \$200,000 in the Streets Capital Projects Fund. Funds in the amount of \$40,540 have been expended or committed to date, leaving a balance of \$159,460 for construction and remaining expenditures.

**Review and Approved by Legal:** Yes

**Attachments:**

1. Bid Tab: Bid #13-036
2. Contract #13-123: On file in the City Secretary's Office
3. Project Location Map



City of College Station - Purchasing Division  
 Bid Tabulation for #13-036  
 "Dexter Street Sidewalk Improvements Project"  
 Open Date: Thursday, January 31, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Paving, Inc. (Bryan, TX)		Vox Construction, LLC (Bryan, TX)		Dudley Construction, Ltd. (Bryan, TX)		Palomares Construction, Inc. (Bryan, TX)		M&C Fonseca Construction Co., Inc. (Granite Shoals, TX)		Greenway Constructors, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>															
1.01	1	LS	Mobilization / Demobilization	\$6,500.00	\$6,500.00	\$3,945.00	\$3,945.00	\$1,906.74	\$1,906.74	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
1.02	1	LS	Surface Run-Off Siltation Barrier (moveable, re-useable)	\$575.00	\$575.00	\$365.75	\$365.75	\$370.79	\$370.79	\$500.00	\$500.00	\$6,000.00	\$6,000.00	\$1,200.00	\$1,200.00
1.03	5	LS	Curb Inlet Run-Off Protection (Sandbags)	\$150.00	\$750.00	\$73.15	\$365.75	\$70.75	\$353.75	\$100.00	\$500.00	\$2,500.00	\$12,500.00	\$1,200.00	\$6,000.00
1.04	1	LS	Traffic Control Implementation	\$4,500.00	\$4,500.00	\$423.23	\$423.23	\$2,099.12	\$2,099.12	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00
1.05	10	EA	Sign, Mailbox and Water Meter Adjustment/Removal & Replacement (includes replacement of concrete placement hardware)	\$245.00	\$2,450.00	\$290.29	\$2,902.90	\$614.91	\$6,149.10	\$300.00	\$3,000.00	\$400.00	\$4,000.00	\$600.00	\$6,000.00
1.06	500	SF	Grass Sod Replacement ( Bermuda)	\$0.75	\$375.00	\$1.31	\$655.00	\$0.45	\$225.00	\$2.20	\$1,100.00	\$3.50	\$1,750.00	\$6.00	\$3,000.00
1.07	2	EA	Street Crosswalk Striping	\$1,012.00	\$2,024.00	\$849.06	\$1,698.12	\$1,127.60	\$2,255.20	\$750.00	\$1,500.00	\$3,000.00	\$6,000.00	\$1,800.00	\$3,600.00
1.08	1	LS	Private Irrigation System Repairs	\$1,200.00	\$1,200.00	\$627.00	\$627.00	\$3,461.08	\$3,461.08	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00
2.01	80	SF	Demo Existing Sidewalks, Steps, Brick Pavers & Misc. Pavements (includes removal, hauling & disposal)	\$2.50	\$200.00	\$7.84	\$627.20	\$11.48	\$918.40	\$20.00	\$1,600.00	\$15.00	\$1,200.00	\$12.00	\$960.00
2.02	2,458	SF	Existing Street Crossings & Private Driveway Apron Removal (includes sawcutting, removal, hauling & disposal)	\$1.60	\$3,932.80	\$6.17	\$15,165.86	\$3.68	\$9,045.44	\$2.40	\$5,899.20	\$8.00	\$19,664.00	\$9.60	\$23,596.80
2.03	170	SF	Existing Box Culvert Top / Sidewalk Removal at Sta 1+50 (includes saw-cutting, removal, hauling & disposal)	\$4.15	\$705.50	\$7.84	\$1,332.80	\$23.30	\$3,961.00	\$15.80	\$2,686.00	\$10.00	\$1,700.00	\$12.00	\$2,040.00
2.04	1	LS	Box Culvert Hand Railing Removal & Disposal	\$300.00	\$300.00	\$182.88	\$182.88	\$1,158.48	\$1,158.48	\$500.00	\$500.00	\$800.00	\$800.00	\$360.00	\$360.00
2.05	1	LS	Cured Concrete Sack Mix Removal & Disposal	\$900.00	\$900.00	\$522.50	\$522.50	\$900.88	\$900.88	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
3.01	4,807	SF	4" Thk. Reinforced Concrete Sidewalks (includes grubbing, ground preparation)	\$4.25	\$20,429.75	\$3.56	\$17,112.92	\$5.98	\$28,745.86	\$6.00	\$28,842.00	\$4.75	\$22,833.25	\$9.60	\$46,147.20
3.02	1,375	SF	New City Street Crossing & Apron: 6" Thick Reinforced Concrete Apron	\$5.40	\$7,425.00	\$3.66	\$5,032.50	\$10.66	\$14,657.50	\$9.00	\$12,375.00	\$6.00	\$8,250.00	\$9.60	\$13,200.00
3.03	649	SF	New Residential Driveway Crossings & Apron: 4" Thick Reinforced Concrete Apron	\$5.35	\$3,472.15	\$3.14	\$2,037.86	\$6.88	\$4,465.12	\$8.50	\$5,516.50	\$4.75	\$3,082.75	\$9.60	\$6,230.40
3.04	4	EA	A.D.A. Ramp SW3.03 (Includes grubbing & ground preparation)	\$450.00	\$1,800.00	\$459.80	\$1,839.20	\$268.77	\$1,075.08	\$450.00	\$1,800.00	\$2,500.00	\$10,000.00	\$1,200.00	\$4,800.00
3.05	1	EA	A.D.A. Ramp SW3.05 (Includes grubbing & ground preparation)	\$450.00	\$450.00	\$459.80	\$459.80	\$1,101.35	\$1,101.35	\$420.00	\$420.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00
3.06	1	EA	Non-Standard A.D.A. Ramp (Includes grubbing & ground preparation)	\$175.00	\$175.00	\$449.35	\$449.35	\$1,006.73	\$1,006.73	\$400.00	\$400.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00
3.07	50	LF	Typical Pedestrian Guardrail (City Detail SW1.01)	\$115.00	\$5,750.00	\$126.45	\$6,322.50	\$155.93	\$7,796.50	\$60.00	\$3,000.00	\$85.00	\$4,250.00	\$240.00	\$12,000.00
3.08	2	LS	Pavement Striping (Street Crosswalk)	\$1.00	\$2.00	\$849.06	\$1,698.12	\$370.50	\$741.00	\$750.00	\$1,500.00	\$6,000.00	\$12,000.00	\$1,800.00	\$3,600.00
3.09	156	SF	26' Box Culvert Top & 6' Sidewalk @ Sta 1+50	\$7.70	\$1,201.20	\$47.06	\$7,341.36	\$38.42	\$5,993.52	\$51.90	\$8,096.40	\$25.00	\$3,900.00	\$24.00	\$3,744.00
3.10	1	LS	10' Curb Inlet Box Repair @ Sta 6+70 - Concrete Patch Work	\$350.00	\$350.00	\$1,672.00	\$1,672.00	\$457.44	\$457.44	\$3,800.00	\$3,800.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
3.11	45	CF	6" Thk. Retaining Wall, Varying Height (includes excavation, installation & cleanup)	\$32.00	\$1,440.00	\$45.01	\$2,025.45	\$95.90	\$4,315.50	\$231.10	\$10,399.50	\$25.00	\$1,125.00	\$60.00	\$2,700.00
3.12	40	CF	20 Linear Feet, 8" x 3" Retaining Wall Footing (Includes excavation, installation & clean up)	\$54.05	\$2,162.00	\$45.41	\$1,816.40	\$36.58	\$1,463.20	\$100.00	\$4,000.00	\$25.00	\$1,000.00	\$48.00	\$1,920.00
<b>TOTAL BASE BID</b>				<b>\$69,069.40</b>		<b>\$76,621.45</b>		<b>\$104,623.78</b>		<b>\$113,934.60</b>		<b>\$144,555.00</b>		<b>\$160,298.40</b>	
Certification of Bid				✓		✓		✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓		✓	

**NOTES:**  
 Palomares Construction, Inc.  
 »Bidder miscalculated Bid Item 3.03 and the Total Base Bid. The highlighted totals above are correct.

M&C Construction Co., Inc.  
 »Bidder miscalculated Bid Item 1.03, Bid Item 3.08 and Total Base Bid. The highlighted totals above are correct.

Dexter Sidewalks Project Location



**February 28, 2013**  
**Consent Agenda Item No. 2d**  
**Public Works Service Center Security**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding approval of a contract between the City of College Station and Siemens Industry Inc. in the amount of \$66,958.94 for the purpose of Building Access Security and Closed Circuit Security Cameras installation.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

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

**Summary:** In September 2012 the City Auditor Office presented a Streets & Drainage Fleet Audit to the City Council. One of the auditor's recommendations stated that: "The Director of Public Works should develop a plan that reviews the security of all vehicle and equipment related assets". The department concurred with the finding and performed a risk assessment that will address the security of all Public Works facilities, vehicles and equipment related assets. The risk assessment demonstrated that the Public Works Building requires an automated access security system and access video monitoring for entry into the building and equipment storage yard.

This TXMAS contract is for the installation of building security. The total cost can be broken down as \$49,940.27 for the building access card reader controls (entry doors) and \$17,018.67 for the closed circuit television (parking lot security cameras). The system is equivalent to security systems installed in other City facilities.

**Budget & Financial Summary:** The budget for this security system was not included in the FY13 budget as the need was not known when the budget was developed. Funds for item are available in the General Fund balance and the budget will be included on an upcoming FY13 Budget Amendment.

**Reviewed and Approved by Legal:** Yes

**Attachments:** Contract is on file in the City Secretary's Office.

**February 28, 2013**  
**Consent Agenda Item No. 2e**  
**Sandy Point Pump Station Improvements**  
**Project Number WF1440357, WF1440344**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a Professional Services Contract with Arcadis US, Inc., in the amount of \$364,529, for the design, bidding, construction administration services and construction materials testing.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Providing Response to Core Services and Infrastructure

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

**Summary:** ARCADIS, Inc., was contacted to submit a proposal for the final design based upon their prior experience working at the Sandy Point Pump Station. ARCADIS, Inc. provided a Preliminary Engineering Report under a previous contract. The scope of the Sandy Point Combined project is for design of upgrades to the chemical feed system. The current chlorine gas system will be replaced with a liquid chlorine system. This modification will increase operational efficiency and greatly improve safety for our employees and those residents surrounding the facility. The scope also includes an expansion of the cooling towers to meet the future well capacity of 34 MGD.

The first phase of this project was the preliminary engineering report which brought the design to the 30% complete milestone.

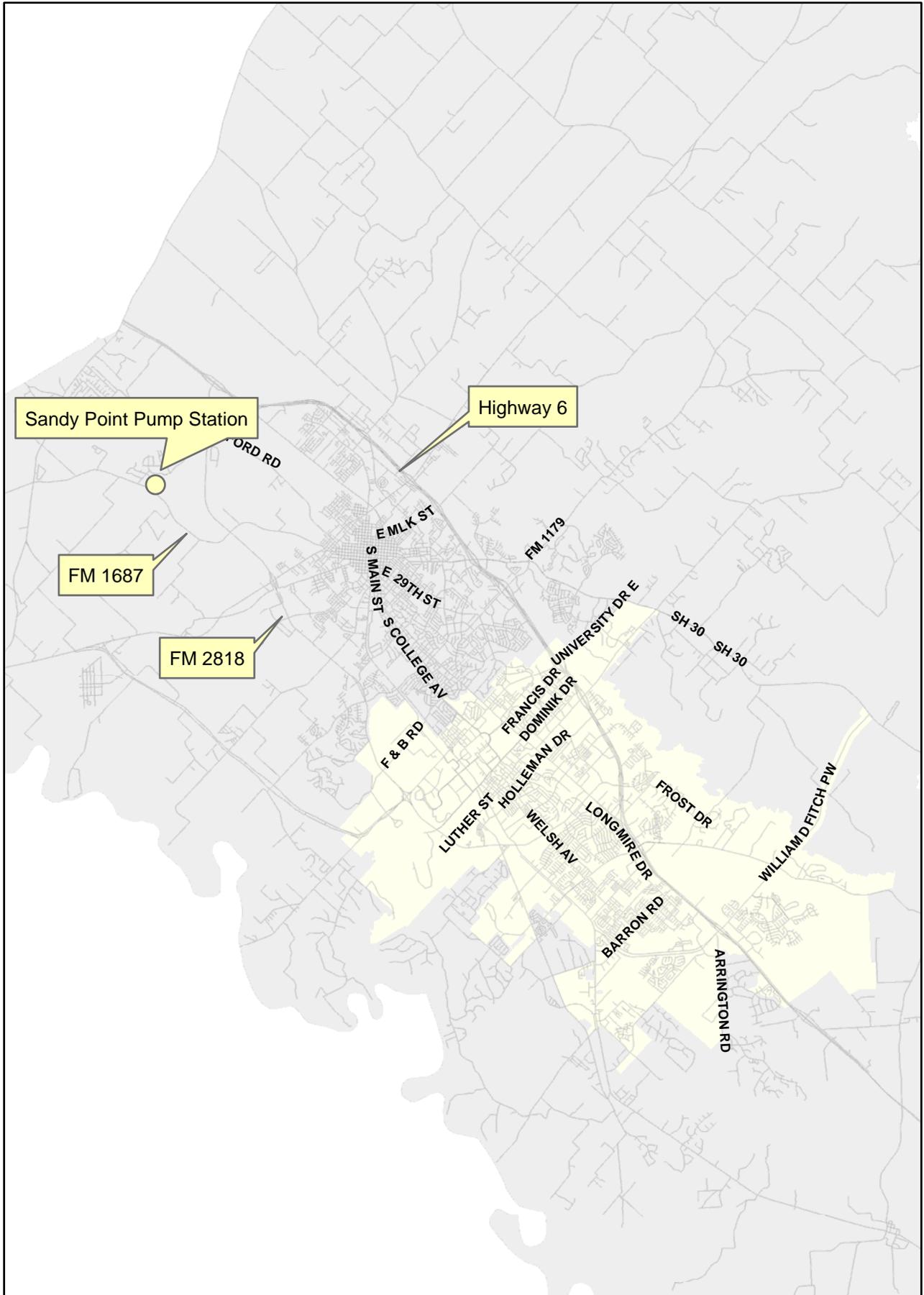
**Budget & Financial Summary:** This project is included in the FY13 approved budget as two separate projects - the Sandy Point Chemical Feed System Replacement project with a budget of \$1,764,259 and the Cooling Tower Expansion project with a budget of \$3,182,000. The projects are being combined for contract administration efficiency purposes. The portion of the P.O. for the Sandy Point Chemical Feed System Replacement is \$149,165 and the portion for the Cooling Tower Expansion is \$215,364. Funds in the amount of \$152,627 have been expended or committed to date, leaving a balance of \$4,793,632 for design and construction.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

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

# SANDY POINT COMBINED



**February 28, 2013**  
**Consent Agenda Item No. 2f**  
**University Drive Sidewalk Improvements Project**  
**Construction Contract**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract, #13-137, between the City of College Station and Vox Construction, LLC. in the amount of \$175,690.92 to construct the University Drive Sidewalk Improvements Project.

**Relationship to Strategic Goals:**

1. Neighborhood Integrity
2. Improving Transportation

**Recommendation(s):** Staff recommends approval of the City's Standard Construction Services Contract for the contractor in the amount of \$175,690.92.

**Summary:** This project will construct an 8-foot wide sidewalk on the south side of University Drive between Texas Avenue and the western property line of Fire Station No.6. The contract amount includes the bid alternate to extend a new sidewalk in front of Lions Park. The new sidewalk will connect to the new sidewalk constructed in front of Fire Station #6.

**Budget & Financial Summary:** This project is currently budgeted for \$275,000 in the Community Development Fund. Funds in the amount of \$88,304 have been expended or committed to date, leaving a balance of \$186,696 for construction and remaining expenditures.

**Review and Approved by Legal:** Yes

**Attachments:**

1. Bid Tab: Bid #13-042
2. Contract #13-137: On file with City Secretary's Office
3. Project Location Map



City of College Station - Purchasing Division  
 Bid Tabulation for #13-042  
 "University Drive Sidewalk Improvements"  
 Open Date: Monday, February 4, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Vox Construction, LLC (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		Civil Constructors, Inc. (College Station, TX)		Brazos Paving (Bryan, TX)		EBCO Development, Inc. (Cameron, TX)		Palomares Construction, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>															
1.01	1	LS	Mobilization / Demobilization	\$17,000.00	\$17,000.00	\$33,942.97	\$33,942.97	\$25,000.00	\$25,000.00	\$19,176.25	\$19,176.25	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00
1.02	1	LS	Surface Run-Off Siltation Barrier (moveable, re-useable)	\$78.75	\$78.75	\$436.47	\$436.47	\$1,500.00	\$1,500.00	\$1.32	\$1.32	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
1.03	1	LS	Curb Inlet Run-Off Protection (Sandbags)	\$52.50	\$52.50	\$715.58	\$715.58	\$1,500.00	\$1,500.00	\$198.38	\$198.38	\$750.00	\$750.00	\$1,500.00	\$1,500.00
1.04	1	LS	Traffic Control Implimentation	\$4,977.28	\$4,977.28	\$5,364.14	\$5,364.14	\$20,000.00	\$20,000.00	\$15,870.00	\$15,870.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00
1.05	7	EA	Sign Removal & Replacement (includes galvanized hardware)	\$280.35	\$1,962.45	\$566.45	\$3,965.15	\$500.00	\$3,500.00	\$529.00	\$3,703.00	\$250.00	\$1,750.00	\$400.00	\$2,800.00
1.06	2	EA	Water Meter, Water Valve Height Adjustment	\$52.50	\$105.00	\$418.73	\$837.46	\$750.00	\$1,500.00	\$661.25	\$1,322.50	\$750.00	\$1,500.00	\$500.00	\$1,000.00
1.07	10	LF	Trench Gate Gutter Crossing (Sta 17+75)	\$118.30	\$1,183.00	\$245.98	\$2,459.80	\$100.00	\$1,000.00	\$198.38	\$1,983.80	\$75.00	\$750.00	\$300.00	\$3,000.00
1.08	475	SF	Grass Sod Replacement (Bermuda)	\$1.31	\$622.25	\$1.01	\$479.75	\$3.00	\$1,425.00	\$1.18	\$560.50	\$10.00	\$4,750.00	\$8.40	\$3,990.00
1.09	1	LS	Private Irrigation / Sprinkler Relocation	\$262.50	\$262.50	\$3,108.89	\$3,108.89	\$2,500.00	\$2,500.00	\$1,587.00	\$1,587.00	\$1,250.00	\$1,250.00	\$1,600.00	\$1,600.00
2.01	3,942	SF	Demo Existing Sidewalks, Ramps & Misc. Pavements (includes removal, hauling & disposal)	\$6.30	\$24,834.60	\$3.32	\$13,087.44	\$3.00	\$11,826.00	\$3.90	\$15,373.80	\$4.25	\$16,753.50	\$4.10	\$16,162.20
2.02	5,006	SF	Demo Street Crossings & Driveway Apron Removal (includes saw-cutting, removal, hauling & disposal)	\$6.56	\$32,839.36	\$3.12	\$15,618.72	\$4.00	\$20,024.00	\$4.76	\$23,828.56	\$4.25	\$21,275.50	\$5.00	\$25,030.00
2.03	123	SF	Brick Paver Demo (includes removal, hauling & disposal)	\$3.41	\$419.43	\$3.52	\$432.96	\$2.00	\$246.00	\$1.92	\$236.16	\$5.00	\$615.00	\$21.15	\$2,601.45
2.04	5,613	SF	Demo Existing Grass, Landscaping Beds & Shrubs	\$1.05	\$5,893.65	\$1.43	\$8,026.59	\$1.70	\$9,542.10	\$2.84	\$15,940.92	\$2.25	\$12,629.25	\$2.50	\$14,032.50
3.01	7,498	SF	4" Thk. Reinforced Concrete Sidewalks (includes grubbing, ground preparation)	\$3.41	\$25,568.18	\$4.57	\$34,265.86	\$5.00	\$37,490.00	\$6.04	\$45,287.92	\$9.90	\$74,230.20	\$7.25	\$54,360.50
3.02	5,006	SF	New Street & Driveway Aprons: 6" Thick Reinforced Concrete	\$3.84	\$19,223.04	\$6.13	\$30,686.78	\$5.00	\$25,030.00	\$9.65	\$48,307.90	\$10.00	\$50,060.00	\$8.00	\$40,048.00
3.03	28	EA	A.D.A. TxDOT Ramp Type 10	\$450.00	\$12,600.00	\$654.99	\$18,339.72	\$850.00	\$23,800.00	\$952.20	\$26,661.60	\$1,050.00	\$29,400.00	\$800.00	\$22,400.00
3.04	2	LS	Pavement Striping (Street Crosswalk)	\$900.38	\$1,800.76	\$1,206.25	\$2,412.50	\$4,000.00	\$8,000.00	\$948.00	\$1,896.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00
3.05	50	LF	4" Thk., 6" Raised Retaining Curb	\$15.75	\$787.50	\$12.29	\$614.50	\$14.00	\$700.00	\$10.83	\$541.50	\$21.50	\$1,075.00	\$72.00	\$3,600.00
<b>TOTAL BASE BID</b>				<b>\$150,210.25</b>		<b>\$174,795.28</b>		<b>\$194,583.10</b>		<b>\$222,477.11</b>		<b>\$227,788.45</b>		<b>\$210,624.65</b>	
<b>ADD ALTERNATE #1: 4' A.D.A. PATH ONLY</b>															
4.01	3,363	SF	4' A.D.A. Driveway Crossings: 6" Thick Reinforced Concrete (includes saw-cutting, removal and disposal of concrete demo)	\$8.35	\$28,081.05	\$9.56	\$32,150.28	\$9.00	\$30,267.00	\$14.41	\$48,460.83	\$9.00	\$30,267.00	\$9.00	\$30,267.00
4.02	5,006	SF	DEDUCT ITEM 2.02 FROM BASE BID	-\$6.56	-\$32,839.36	-\$3.12	-\$15,618.72	-\$4.00	-\$20,024.00	-\$4.76	-\$23,828.56	-\$4.25	-\$21,275.50	-\$5.00	-\$25,030.00
4.03	5,006	SF	DEDUCT ITEM 3.02 FROM BASE BID	-\$3.84	-\$19,223.04	-\$6.13	-\$30,686.78	-\$5.00	-\$25,030.00	-\$9.65	-\$48,307.90	-\$10.00	-\$50,060.00	-\$8.00	-\$40,048.00
<b>ADD ALTERNATE #1 TOTAL</b>				<b>-\$23,981.35</b>		<b>-\$14,155.22</b>		<b>-\$14,787.00</b>		<b>-\$23,675.63</b>		<b>-\$41,068.50</b>		<b>-\$34,811.00</b>	



City of College Station - Purchasing Division  
 Bid Tabulation for #13-042  
 "University Drive Sidewalk Improvements"  
 Open Date: Monday, February 4, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Vox Construction, LLC (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		Civil Constructors, Inc. (College Station, TX)		Brazos Paving (Bryan, TX)		EBCO Development, Inc. (Cameron, TX)		Palomares Construction, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>ADD ALTERNATE #2: LYON'S PARK 6' SIDEWALK REPLACEMENT</b>															
5.01	2,519	SF	Demo Existing 6' sidewalk (includes disposal)	\$4.64	\$11,688.16	\$2.39	\$6,020.41	\$3.00	\$7,557.00	\$3.90	\$9,824.10	\$4.25	\$10,705.75	\$3.00	\$7,557.00
5.02	29	SF	Demo Existing Ramp (Sta 18+70) (includes cleanup & disposal)	\$15.75	\$456.75	\$2.39	\$69.31	\$5.00	\$145.00	\$3.90	\$113.10	\$11.00	\$319.00	\$52.00	\$1,508.00
5.03	362	LF	Demo Existing Landscape Wall (2 & 3 Tier Wall)	\$4.73	\$1,712.26	\$2.50	\$905.00	\$5.00	\$1,810.00	\$5.50	\$1,991.00	\$4.25	\$1,538.50	\$14.00	\$5,068.00
5.04	163	LF	6" Thk.16" Raised Exposed Aggregate Ret. Wall	\$31.50	\$5,134.50	\$31.83	\$5,188.29	\$40.00	\$6,520.00	\$46.60	\$7,595.80	\$7.25	\$1,181.75	\$36.50	\$5,949.50
5.05	206	LF	6" Thk.24" Raised Exposed Aggregate Ret. Wall	\$31.50	\$6,489.00	\$31.32	\$6,451.92	\$50.00	\$10,300.00	\$70.00	\$14,420.00	\$7.50	\$1,545.00	\$44.00	\$9,064.00
<b>ADD ALTERNATE #2 TOTAL</b>				<b>\$25,480.67</b>		<b>\$18,634.93</b>		<b>\$26,332.00</b>		<b>\$33,944.00</b>		<b>\$15,290.00</b>		<b>\$29,146.50</b>	
<b>Certification of Bid + Contractor Section 3 Compliance Certification</b>				✓		✓		✓		✓		✓		✓	
<b>Acknowledged Addendums</b>				✓		✓		✓		✓		✓		✓	
<b>Bid Bond</b>				✓		✓		✓		✓		✓		✓	

**NOTES:**

Palomares Construction, Inc.

»Bidder miscalculated Bid Item 3.05, Bid Total and Add Alternate #1 Total. The highlighted totals above are correct.

University Drive Sidewalk Improvements Project Location



**February 28, 2013**  
**Consent Agenda Item No. 2g**  
**Annual Bid for Various Electric Items and Electric Meters**

**To:** Frank Simpson, Interim City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action and discussion on a bid award for the annual agreement for various electrical items and electric meters to be stored in inventory as follows: HD Supply \$35,988.92; Techline \$352,124.00; Priester-Mell & Nicolson \$134,684.00; Texas Electric Cooperatives \$277,062.00; KBS Electrical Distributors \$218,998.75; Wesco \$58,552.10. Total estimated annual expenditure is \$1,077,409.77.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends awards to the lowest responsible bidder meeting specifications for annual estimated expenditures totaling \$1,077,409.77.

I.	HD Supply	\$ 35,988.92
II.	Techline	\$ 352,124.00
III.	Priester-Mell & Nicholson	\$ 134,684.00
IV.	Texas Electric Cooperatives	\$ 277,062.00
V.	KBS Electric Distributors	\$ 218,998.75
VI.	Wesco	\$ 58,552.10

**Summary:** These purchases will be made as needed during the term of the agreement. The various electrical items and electric meters are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional two (2) years.

**Budget & Financial Summary:** Eight (8) sealed, competitive bids were received and opened on January 24, 2013. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:** Bid Tabulation #13-037

City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #13-037  
Opened January 24, 2013 @ 2:00 PM

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications

HD Supply				Techline				Priester-Mell & Nicolson			
Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery

**Group "A" Materials 15kV Underground Cable Accessories**

Item No.	Est. Qty	Description	Inv No.											
A-1	40	Deadbreak T-OPll Connector	285-022-00036	No Bid		\$0.00		No Bid		\$0.00		No Bid		\$0.00
A-2	75	Protective Cap	285-095-00004	Cooper	\$21.36	\$1,602.00	stk	Elastimold	\$19.20	\$1,440.00	3-5 wks	No Bid		\$0.00
A-3	200	Loadbreak Elbow	285-082-00001	No Bid		\$0.00		Elastimold	\$21.95	\$4,390.00	3-5 wks	No Bid		\$0.00
A-4	200	Loadbreak Elbow, Jacket Seal Type	285-082-	No Bid		\$0.00		Elastimold	\$28.15	\$5,630.00	3-5 wks	No Bid		\$0.00
A-5	350	Loadbreak Bushing Insert	285-095-00006	No Bid		\$0.00		Elastimold	\$19.30	\$6,755.00	2-4 wks	No Bid		\$0.00
A-6	15	Rotatable Two-Way Bushing Insert	285-095-00007	No Bid		\$0.00		Elastimold	\$126.00	\$1,890.00	4-6 wks	No Bid		\$0.00
A-7	200	Elbow Cable Seal	285-082-00019	3M	\$11.15	\$2,230.00	stk	Elastimold	\$7.60	\$1,520.00	2 wks	CANUSA	\$7.50	\$1,500.00
A-8	75	Elbow Arrester	285-082-00005	No Bid		\$0.00		Elastimold	\$59.40	\$4,455.00	3-5 wks	No Bid		\$0.00
A-9	30	Parking Stand Arrester	285-082-00022	No Bid		\$0.00		Elastimold	\$151.90	\$4,557.00	3-5 wks	No Bid		\$0.00
A-10	50	Cable Terminator Cold Shrink Type	285-082-00010	3M	\$88.42	\$4,421.00	stk	3M	\$98.80	\$4,940.00	2 wks	No Bid		\$0.00
A-11	100	Cable Terminator	285-082-00003	No Bid		\$0.00		Elastimold	\$39.90	\$3,990.00	8-10 wks	No Bid		\$0.00
A-12	250	Disconnectable Secondary Transformer Connector	285-008-00007	Polaris	\$10.28	\$2,570.00	1 wk	CMC	\$10.50	\$2,625.00	4-6 wks	Utilico	\$12.55	\$3,137.50
A-13	100	Disconnectable Secondary Transformer Connector	285-008-00008	Polaris	\$17.38	\$1,738.00	4-6 wks	Homac	\$16.80	\$1,680.00	2-3 wks	No Bid		\$0.00
A-14	250	Gelport Insulated Secondary Connector	285-008-00012	Tyco	\$38.00	\$9,500.00	3-4 wks	Tyco	\$41.70	\$10,425.00	2-3 wks	No Bid		\$0.00
A-15	40	Inline Splice	285-076-00002	3M	\$23.50	\$940.00	stk	3M	\$22.60	\$904.00	1-2 wks	No Bid		\$0.00
A-16	30	Inline Splice	285-076-00007	3M	\$306.28	\$9,188.40	stk	3M	\$289.00	\$8,670.00	2-3 wks	No Bid		\$0.00
A-17	50	Splice Re-jacketing Kit, cold shrink type	285-076-00005	3M	\$45.99	\$2,299.50	stk	3M	\$44.00	\$2,200.00	2-3 wks	No Bid		\$0.00
A-18	50	Underground Faulted Circuit Indicator	285-111-00002	No Bid		\$0.00		SEL	\$149.50	\$7,475.00	3-4 wks	No Bid		\$0.00

**Group A Total** \$34,488.90 \$73,546.00 \$4,637.50

**Group "B" Materials - Pad-mount Enclosure Junction Boxes & Pull Boxes**

B-1	15	ea	Pull Box, 36x60x48	285-045-00007	Hubbell	\$980.22	\$14,703.30	4 wks	CDR	\$1,010.00	\$15,150.00	4-6 wks	No Bid		\$0.00
B-2	20	ea	Pull Box, 48x96x48	285-045-00008	Hubbell	\$2,621.51	\$52,430.20	4 wks	CDR	\$2,710.00	\$54,200.00	5-7 wks	No Bid		\$0.00
B-3	12	ea	Pull Box Extension 24" for 48x96x48	285-045-00012	Hubbell	\$1,121.91	\$13,462.92	4 wks	CDR	\$1,630.00	\$19,560.00	4-6 wks	No Bid		\$0.00
B-4	80	ea	Secondary Pedestal	285-045-00009	Hubbell	\$100.30	\$8,024.00	5 wks	CDR	\$101.00	\$8,080.00	4-6 wks	Power Deisgn Inc.	\$162.50	\$13,000.00
B-5	5	ea	Torsion Assist Lids	285-045-00013	Hubbell	\$4,924.90	\$24,624.50	4 wks	Armorcast	\$3,500.00	\$17,500.00	3-4 wks	No Bid		\$0.00

**Group B Total** \$113,244.92 \$114,490.00 \$13,000.00

**Group "C" Materials - 15 kV Pad-mounted Switchgear**

C-1	2	ea	Pad-Mounted Switchgear Front/Back Access	285-109-00003	No Bid		\$0.00		G&W	\$30,800.00	\$61,600.00	12-14 wks	No Bid		\$0.00
C-1 Alt	2	ea	Pad-Mounted Switchgear Front/Back Access				\$0.00		TBD	\$35,760.00	\$71,520.00				\$0.00
C-2	1	ea	Pad-Mounted Switchgear Front/Back Access	285-109-00004	No Bid		\$0.00		G&W	\$26,425.00	\$26,425.00	12-14 wks	No Bid		\$0.00
C-2 Alt	1	ea	Installation of Voltage Sensing Bushing & Panel				\$0.00		TBD	\$32,100.00	\$32,100.00				\$0.00
C-3	1	ea	Pad-Mounted Switchgear Front/Back Access	285-109-00005	No Bid		\$0.00		G&W	\$31,200.00	\$31,200.00	12-14 wks	No Bid		\$0.00
C-3 Alt	1	ea	Pad-Mounted Switchgear Front/Back Access				\$0.00		TBD	\$36,100.00	\$36,100.00				\$0.00
C-4	1	ea	Pad-Mounted Switchgear Front/Back Access	285-109-	No Bid		\$0.00		G&W	\$40,400.00	\$40,400.00	12-14 wks	No Bid		\$0.00
C-4 Alt	1	ea	Installation of Voltage Sensing Bushing & Panel				\$0.00		TBD	\$47,350.00	\$47,350.00				\$0.00

**Group C Total** \$0.00 \$159,625.00 \$0.00  
**Group C Alt Total** \$0.00 \$187,070.00 \$0.00

**Group "C-1A tp C-4A" Materials - 15 kV Pad-mounted Switchgear**

C-1A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	285-109-00008	No Bid		\$0.00		Elastimold	\$34,270.00	\$68,540.00	12-14 wks	No Bid		\$0.00
C-2A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	285-109-00009	No Bid		\$0.00		Elastimold	\$31,760.00	\$63,520.00	12-14 wks	No Bid		\$0.00
C-3A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	285-109-00010	No Bid		\$0.00		Elastimold	\$34,270.00	\$68,540.00	12-14 wks	No Bid		\$0.00
C-4A	1	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	285-109-	No Bid		\$0.00		Elastimold	\$62,700.00	\$62,700.00	12-14 wks	No Bid		\$0.00

**Total Group CA** \$0.00 \$263,300.00 \$0.00

City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #13-037  
Opened January 24, 2013 @ 2:00 PM

Bid total was corrected using the unit price
Recommended Award
Low Bid not acceptable or did not meet specifications

HD Supply				Techline				Priester-Mell & Nicholson			
Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery

**Group "D" - Powder Coated Steel Street Light Poles**

D-1	15	ea	Streetlight Pole, 37.5 ft.	285-065-00004	Valmont	\$1,796.00	\$26,940.00	6-8 wks	Hapco	\$1,780.00	\$26,700.00	6 wks	Miller Bernd	\$1,847.00	\$27,705.00	6-8 wks
D-2	35	ea	Streetlight Pole, 45 ft.	285-065-00005	Valmont	\$2,032.63	\$71,142.05	6-8 wks	Hapco	\$1,890.00	\$66,150.00	6 wks	Miller Bernd	\$1,937.00	\$67,795.00	6-8 wks
D-3	30	ea	Streetlight Pole, 35 ft.	285-065-00014	Valmont	\$1,099.99	\$32,999.70	6-8 wks	Hapco	\$1,160.00	\$34,800.00	6 wks	Miller Bernd	\$992.00	\$29,760.00	6-8 wks
D-4	25	ea	Breakaway Base	285-065-00021	Valmont	\$391.66	\$9,791.50	6-8 wks	Hapco	\$379.00	\$9,475.00	6 wks	Miller Bernd	\$488.00	\$12,200.00	6-8 wks

**Total Group D**

\$140,873.25

\$137,125.00

\$137,460.00

**Group E - Lamps & Light Fixtures**

E-1	100	ea	Light Fixture, 100 watt	285-056-00011	GE Lighting	\$137.00	\$13,700.00	14 days	AM Electric	\$96.40	\$9,640.00	3-5 wks	Cooper	\$92.00	\$9,200.00	4-6 wks
E-2	100	ea	Light Fixture, 200 watt	285-056-00006	GE Lighting	\$135.00	\$13,500.00	14 days	AM Electric	\$114.00	\$11,400.00	3-5 wks	Cooper	\$105.00	\$10,500.00	4-6 wks
E-3	100	ea	Light Fixture, 400 watt	285-056-00007	GE Prolec	\$164.44	\$16,444.00	14 days	AM Electric	\$151.20	\$15,120.00	3-5 wks	Cooper	\$143.00	\$14,300.00	4-6 wks
E-4	40	ea	Decorative Light Fixture, 100 w		No Bid		\$0.00		Hadco	\$1,050.00	\$42,000.00	4-6 wks	No Bid		\$0.00	
E-5	20	ea	Decorative Light Fixture, LED	285-056-	No Bid		\$0.00		Hadco	\$1,700.00	\$34,000.00	4-6 wks	No Bid		\$0.00	

**Group E Total**

\$43,644.00

\$112,160.00

\$34,000.00

**Group F - Crossarm Braces**

F-1	60	ea	HD Dead End 8'	285-047-00088	Alumaform	\$239.00	\$14,340.00	3-4 wks	Shakespeare	\$182.00	\$10,920.00	4-6 wks	Pupi	\$209.00	\$12,540.00	4-5 wks
F-2	150	ea	Standard Duty Crossarm 8'	285-047-00093	Alumaform	\$107.47	\$16,120.50	3-4 wks	Shakespeare	\$95.00	\$14,250.00	4-6 wks	Pupi	\$91.00	\$13,650.00	4-5 wks
F-3	100	ea	Standard Duty Crossarm 10'	285-047-00094	Alumaform	\$127.30	\$12,730.00	3-4 wks	Shakespeare	\$111.00	\$11,100.00	4-6 wks	Pupi	\$106.00	\$10,600.00	4-5 wks
F-4	20	ea	HD Deadend 10'	285-047-00099	Alumaform	\$350.63	\$7,012.60	3-4 wks	Shakespeare	\$208.00	\$4,160.00	4-6 wks	Pupi	\$232.00	\$4,640.00	4-5 wks

**Group F Total**

\$50,203.10

\$40,430.00

\$41,430.00

**Group G - Meter Sockets**

G-1	60	ea	Meter Socket, Overhead, 200 amp	285-063-00003	Milbank	\$37.36	\$2,241.60	2-5 wks/stk	No Bid		\$0.00		Milbank	\$34.50	\$2,070.00	4-6 wks
G-2	400	ea	Meter Socket, Underground, 200 amp	285-063-00004	Milbank	\$40.99	\$16,396.00	2-5 wks/stk	No Bid		\$0.00		Milbank	\$39.25	\$15,700.00	4-6 wks
G-3	25	ea	Meter Socket, URD or O/H, 320 amp	285-063-00006	Milbank	\$147.26	\$3,681.50	2-5 wks/stk	No Bid		\$0.00		Milbank	\$136.00	\$3,400.00	4-6 wks
G-4	25	ea	Meter Socket, Underground, 200 amp	285-063-00008	Milbank	\$109.64	\$2,741.00	2-5 wks/stk	No Bid		\$0.00		Milbank	\$101.00	\$2,525.00	4-6 wks
G-5	25	ea	Meter Socket Bases, 13 Terminal	285-063-00011	Milbank	\$217.35	\$5,433.75	2-5 wks/stk	No Bid		\$0.00		Milbank	\$225.00	\$5,625.00	6-8 wks
G-6	10	ea	Meter Socket, Duplex Type	285-063-00013	Milbank	\$168.50	\$1,685.00	2-5 wks/stk	No Bid		\$0.00		Milbank	\$174.00	\$1,740.00	6-8 wks

**Group G Total**

\$32,178.85

\$0.00

\$31,060.00

**Group H - Miscellaneous Materials**

H-1	72	ea	Pole Setting Foam	285-065-00019	No Bid		\$0.00		BMK	\$83.00	\$5,976.00	1 wk	Utility Structural Systems (poly-set)	\$69.50	\$5,004.00	1-2 wks
H-2	100	ea	S&C Wildlife Guards	285-102-00003	S&C Electric	\$181.05	\$18,105.00	8-10 wks	S&C	\$239.00	\$23,900.00	8-10 wks	S&C	\$182.00	\$18,200.00	8-10 wks
H-3	12	ea	600/1200 amp Air Switch with S-2 Option	285-077-00004	S&C Electric	\$5,546.48	\$66,557.76	8-10 wks	Inerta	\$4,900.00	\$58,800.00	8-10 wks	S&C	\$5,728.00	\$68,736.00	8-10 wks

Item H2 - This Item will not work with "R4" switch below

**Group H Total**

\$84,662.76

\$88,676.00

\$91,940.00

**Group I - Meters Estimated Annual Quantities**

I-1	1000	ea	Electric Meter, Class 200 no Demand	285-061-00064	General Electric	\$178.88	\$178,880.00	8 wks	No Bid		\$0.00		Itron	\$24.70	\$24,700.00	4-6 wks
I-2	100	ea	Electric Meter, Class 200 w Demand	285-061-00058	General Electric	\$178.88	\$17,888.00	8 wks	No Bid		\$0.00		Itron	\$135.00	\$13,500.00	4-6 wks
I-3	20	ea	Electric Meter, Class 20 w Demand	285-061-00008	General Electric	\$178.88	\$3,577.60	8 wks	No Bid		\$0.00		Itron	\$188.00	\$3,760.00	4-6 wks
I-4	40	ea	Electric Meter, Class 320 w Demand	285-061-00005	General Electric	\$183.88	\$7,355.20	8 wks	No Bid		\$0.00		Itron	\$188.00	\$7,520.00	4-6 wks
I-5	40	ea	Electric Meter, Class 20 w Demand	285-061-00050	General Electric	\$178.88	\$7,155.20	8 wks	No Bid		\$0.00		Itron	\$175.00	\$7,000.00	4-6 wks
I-6	40	ea	Electric Meter, Class 200 w Demand	285-061-00052	General Electric	\$178.88	\$7,155.20	8 wks	No Bid		\$0.00		Itron	\$175.00	\$7,000.00	4-6 wks
I-7	12	ea	Electric Meter, Class 320 w Demand	285-061-00060	General Electric	\$183.00	\$2,196.00	8 wks	No Bid		\$0.00		Itron	\$205.00	\$2,460.00	4-6 wks
I-8	12	ea	Electric Meter, Class 200 w Demand	285-061-00056	General Electric	\$178.88	\$2,146.56	8 wks	No Bid		\$0.00		Itron	\$175.00	\$2,100.00	4-6 wks

**Group I Total**

\$226,353.76

\$0.00

\$68,040.00

<b>Recommended Award Amount</b>	<b>\$35,988.92</b>	<b>\$352,124.00</b>	<b>\$134,684.00</b>
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<b>Certification of Bid</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>
<b>Acknowledged Addendum 1</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>

City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #13-037  
Opened January 24, 2013 @ 2:00 PM

			Trayer				Texas Electric Cooperatives				KBS Electrical Dist.			
Bid total was corrected using the unit price														
Recommended Award														
Low Bid not acceptable or did not meet specifications														
			Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
<b>Group "A" Materials 15kV Underground Cable Accessories</b>														
Item No.	Est. Qty	Description												
A-1	40	ea	Deadbreak T-OPII Connector	No Bid	\$0.00		No Bid	\$0.00		Cooper	\$259.00	\$10,360.00	4-6 wks	
A-2	75	ea	Protective Cap	No Bid	\$0.00		Richards	\$19.75	\$1,481.25	3-4 wks	Cooper	\$20.15	\$1,511.25	stk
A-3	200	ea	Loadbreak Elbow	No Bid	\$0.00		Richards	\$22.99	\$4,598.00	3-4 wks	Cooper	\$22.95	\$4,590.00	stk
A-4	200	ea	Loadbreak Elbow, Jacket Seal Type	No Bid	\$0.00		No Bid	\$0.00		Cooper	\$29.95	\$5,990.00	4-6 wks	
A-5	350	ea	Loadbreak Bushing Insert	No Bid	\$0.00		Richards	\$27.65	\$9,677.50	3-4 wks	Cooper	\$19.49	\$6,821.50	stk
A-6	15	ea	Rotatable Two-Way Bushing Insert	No Bid	\$0.00		No Bid	\$0.00		Cooper	\$100.75	\$1,511.25	stk	
A-7	200	ea	Elbow Cable Seal	No Bid	\$0.00		3M	\$10.15	\$2,030.00	2-3 wks	3M	\$9.45	\$1,890.00	2 wks
A-8	75	ea	Elbow Arrester	No Bid	\$0.00		No Bid	\$0.00		Cooper	\$58.50	\$4,387.50	stk-4 wks	
A-9	30	ea	Parking Stand Arrester	No Bid	\$0.00		No Bid	\$0.00		Cooper	\$140.50	\$4,215.00	4-6 wks	
A-10	50	ea	Cable Terminator Cold Shrink Type	No Bid	\$0.00		3M	\$112.10	\$5,605.00	2-3 wks	3M	\$103.95	\$5,197.50	2 wks
A-11	100	ea	Cable Terminator	No Bid	\$0.00		No Bid	\$0.00		3M	\$41.35	\$4,135.00	2 wks	
A-12	250	ea	Disconnectable Secondary Transformer Connector	No Bid	\$0.00		No Bid	\$0.00		CMC	\$9.44	\$2,360.00	4-6 wks	
A-13	100	ea	Disconnectable Secondary Transformer Connector	No Bid	\$0.00		No Bid	\$0.00		CMC	\$20.80	\$2,080.00	4-6 wks	
A-14	250	ea	Gelport Insulated Secondary Connector	No Bid	\$0.00		No Bid	\$0.00		Tyco	\$36.50	\$9,125.00	2-3 wks	
A-15	40	ea	Inline Splice	No Bid	\$0.00		3M	\$25.45	\$1,018.00	2-3 wks	3M	\$23.10	\$924.00	2 wks
A-16	30	ea	Inline Splice	No Bid	\$0.00		3M	\$327.15	\$9,814.50	2-3 wks	3M	\$296.85	\$8,905.50	2 wks
A-17	50	ea	Splice Re-jacketing Kit, cold shrink type	No Bid	\$0.00		3M	\$49.10	\$2,455.00	2-3 wks	3M	\$44.60	\$2,230.00	2 wks
A-18	50	ea	Underground Faulted Circuit Indicator	No Bid	\$0.00		SEL	\$139.00	\$6,950.00	6-8 wks	No Bid		\$0.00	
<b>Group A Total</b>					\$0.00				\$43,629.25				\$76,233.50	
<b>Group "B" Materials - Pad-mount Enclosure Junction Boxes &amp; Pull Boxes</b>														
B-1	15	ea	Pull Box, 36x60x48	No Bid	\$0.00		Quazite	\$1,050.00	\$15,750.00	4-5 wks	CDR/Quazite	\$940.00	\$14,100.00	4 wks
B-2	20	ea	Pull Box, 48x96x48	No Bid	\$0.00		Quazite	\$2,805.00	\$56,100.00	5-6 wks	CDR/Quazite	\$2,515.00	\$50,300.00	5 wks
B-3	12	ea	Pull Box Extension 24" for 48x96x48	No Bid	\$0.00		Quazite	\$1,199.00	\$14,388.00	4-5 wks	CDR/Quazite	\$1,160.00	\$13,920.00	4 wks
B-4	80	ea	Secondary Pedestal	No Bid	\$0.00		No Bid	\$0.00		CDR/Quazite	\$91.50	\$7,320.00	3 wks	
B-5	5	ea	Torsion Assist Lids	No Bid	\$0.00		Quazite	\$5,265.00	\$26,325.00	4-5 wks	CDR/Quazite	\$4,725.00	\$23,625.00	4 wks
Note: Items B1 - B5; Freight allowed on 6000.00 combined shipments.														
<b>Group B Total</b>					\$0.00				\$112,563.00				\$109,265.00	
<b>Group "C" Materials - 15 kV Pad-mounted Switchgear</b>														
C-1	2	ea	Pad-Mounted Switchgear Front/Back Access	Trayer	\$32,914.00	\$65,828.00	29 wks	G&W	\$31,550.00	\$63,100.00	12-14 wks	No Bid	\$0.00	
C-1 Alt	2	ea	Pad-Mounted Switchgear Front/Back Access		\$0.00			G&W	\$36,600.00	\$73,200.00			\$0.00	
C-2	1	ea	Pad-Mounted Switchgear Front/Back Access	Trayer	\$28,872.00	\$28,872.00	29 wks	G&W	\$27,200.00	\$27,200.00	12-14 wks	No Bid	\$0.00	
C-2 Alt	1	ea	Installation of Voltage Sensing Bushing & Panel		\$0.00			G&W	\$32,250.00	\$32,250.00			\$0.00	
C-3	1	ea	Pad-Mounted Switchgear Front/Back Access	Trayer	\$33,098.00	\$33,098.00	29 wks	G&W	\$31,925.00	\$31,925.00	12-14 wks	No Bid	\$0.00	
C-3 Alt	1	ea	Pad-Mounted Switchgear Front/Back Access		\$0.00			G&W	\$36,950.00	\$36,950.00			\$0.00	
C-4	1	ea	Pad-Mounted Switchgear Front/Back Access	Trayer	\$42,547.00	\$42,547.00	29 wks	G&W	\$41,355.00	\$41,355.00	12-14 wks	No Bid	\$0.00	
C-4 Alt	1	ea	Installation of Voltage Sensing Bushing & Panel		\$0.00			G&W	\$48,450.00	\$48,450.00			\$0.00	
<b>Group C Total</b>					\$170,345.00				\$163,580.00				\$0.00	
<b>Group C Alt Total</b>					\$0.00				\$190,850.00				\$0.00	
<b>Group "C-1A tp C-4A" Materials - 15 kV Pad-mounted Switchgear</b>														
C-1A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid	\$0.00		G&W	\$32,965.00	\$65,930.00	12-14 wks	No Bid	\$0.00		
C-2A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid	\$0.00		G&W	\$29,750.00	\$59,500.00	12-14 wks	No Bid	\$0.00		
C-3A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid	\$0.00		G&W	\$32,965.00	\$65,930.00	12-14 wks	No Bid	\$0.00		
C-4A	1	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid	\$0.00		G&W	\$60,195.00	\$60,195.00	12-14 wks	No Bid	\$0.00		
<b>Total Group CA</b>					\$0.00				\$251,555.00				\$0.00	

City of College Station  
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Recommended Award																
Low Bid not acceptable or did not meet specifications																
				Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	
<b>Group "D" - Powder Coated Steel Street Light Poles</b>																
D-1	15	ea	Streetlight Pole, 37.5 ft.	No Bid		\$0.00		No Bid		\$0.00		Valmont	\$1,778.00	\$26,670.00	6-8 wks	
D-2	35	ea	Streetlight Pole, 45 ft.	No Bid		\$0.00		No Bid		\$0.00		Valmont	\$2,035.00	\$71,225.00	6-8 wks	
D-3	30	ea	Streetlight Pole, 35 ft.	No Bid		\$0.00		No Bid		\$0.00		Valmont	\$1,095.00	\$32,850.00	6-8 wks	
D-4	25	ea	Breakaway Base	No Bid		\$0.00		Union Metal	\$420.00	\$10,500.00	4-6 wks	Valmont	\$396.00	\$9,900.00	6-8 wks	
Note: Valmont Freight Allowed on orders of 1800.00.																
<b>Total Group D</b>																
						\$0.00						\$10,500.00				
<b>Group E - Lamps &amp; Light Fixtures</b>																
E-1	100	ea	Light Fixture, 100 watt	No Bid		\$0.00		No Bid		\$0.00		Amer. Electric	\$95.55	\$9,555.00	3-5 wks	
E-2	100	ea	Light Fixture, 200 watt	No Bid		\$0.00		No Bid		\$0.00		Amer. Electric	\$112.85	\$11,285.00	3-5 wks	
E-3	100	ea	Light Fixture, 400 watt	No Bid		\$0.00		No Bid		\$0.00		Amer. Electric	\$151.60	\$15,160.00	3-5 wks	
E-4	40	ea	Decorative Light Fixture, 100 w	No Bid		\$0.00		No Bid		\$0.00		No Bid		\$0.00		
E-5	20	ea	Decorative Light Fixture, LED	No Bid		\$0.00		No Bid		\$0.00		No Bid		\$0.00		
<b>Group E Total</b>																
						\$0.00						\$0.00				
<b>Group F - Crossarm Braces</b>																
F-1	60	ea	HD Dead End 8'	No Bid		\$0.00		Pupi	\$203.50	\$12,210.00	5-6 wks	Pupi	\$190.55	\$11,433.00	stk-4 wks	
F-2	150	ea	Standard Duty Crossarm 8'	No Bid		\$0.00		Pupi	\$86.95	\$13,042.50	5-6 wks	Pupi	\$81.10	\$12,165.00	stk-4 wks	
F-3	100	ea	Standard Duty Crossarm 10'	No Bid		\$0.00		Pupi	\$114.25	\$11,425.00	5-6 wks	Pupi	\$93.90	\$9,390.00	stk-4 wks	
F-4	20	ea	HD Deadend 10'	No Bid		\$0.00		Pupi	\$251.00	\$5,020.00	5-6 wks	Pupi	\$212.00	\$4,240.00	4 wks	
<b>Group F Total</b>																
						\$0.00						\$41,697.50				
<b>Group G - Meter Sockets</b>																
G-1	60	ea	Meter Socket, Overhead, 200 amp	No Bid		\$0.00		Milbank	\$36.55	\$2,193.00	2-5 wks	Milbank	\$27.10	\$1,626.00	stk	
G-2	400	ea	Meter Socket, Underground, 200 amp	No Bid		\$0.00		Milbank	\$41.50	\$16,600.00	2-5 wks	Milbank	\$34.25	\$13,700.00	stk-2 wks	
G-3	25	ea	Meter Socket, URD or O/H, 320 amp	No Bid		\$0.00		No Bid		\$0.00		Milbank	\$140.00	\$3,500.00	stk	
G-4	25	ea	Meter Socket, Underground, 200 amp	No Bid		\$0.00		Milbank	\$107.20	\$2,680.00	2-5 wks	Milbank	\$101.60	\$2,540.00	2-3 wks	
G-5	25	ea	Meter Socket Bases, 13 Terminal	No Bid		\$0.00		Milbank	\$212.50	\$5,312.50	5 wks	Milbank	\$199.25	\$4,981.25	3-4 wks	
G-6	10	ea	Meter Socket, Duplex Type	No Bid		\$0.00		Milbank	\$165.00	\$1,650.00	2-5 wks	Milbank	\$154.10	\$1,541.00	2-3 wks	
<b>Group G Total</b>																
						\$0.00						\$28,435.50				
<b>Group H - Miscellaneous Materials</b>																
H-1	72	ea	Pole Setting Foam	No Bid		\$0.00		No Bid		\$0.00		GRA Services	\$75.80	\$5,457.60	stk	
H-2	100	ea	S&C Wildlife Guards	No Bid		\$0.00		No Bid		\$0.00		S&C	\$195.00	\$19,500.00	6-8 wks	
H-3	12	ea	600/1200 amp Air Switch with S-2 Option	No Bid		\$0.00		No Bid		\$0.00		S&C	\$5,220.00	\$62,640.00	8-10 wks	
Note: H-2 The SDA-4095 is only applicable on R3 or Eirlier vintage switches. The wildlife kit for the current R4 switch 147443R4 is Cat #SDA-5178. The price is the same for both																
<b>Group H Total</b>																
						\$0.00						\$0.00				
<b>Group I - Meters Estimated Annual Quantities</b>																
I-1	1000	ea	Electric Meter, Class 200 no Demand	No Bid		\$0.00		L&G	\$24.85	\$24,850.00	9-10 wks	No Bid		\$0.00		
I-2	100	ea	Electric Meter, Class 200 w Demand	No Bid		\$0.00		L&G	\$138.05	\$13,805.00	13-15 wks	No Bid		\$0.00		
I-3	20	ea	Electric Meter, Class 20 w Demand	No Bid		\$0.00		L&G	\$86.95	\$1,739.00	9-10 wks	No Bid		\$0.00		
I-4	40	ea	Electric Meter, Class 320 w Demand	No Bid		\$0.00		L&G	\$86.95	\$3,478.00	9-10 wks	No Bid		\$0.00		
I-5	40	ea	Electric Meter, Class 20 w Demand	No Bid		\$0.00		L&G	\$127.00	\$5,080.00	13-15 wks	No Bid		\$0.00		
I-6	40	ea	Electric Meter, Class 200 w Demand	No Bid		\$0.00		L&G	\$127.00	\$5,080.00	13-15 wks	No Bid		\$0.00		
I-7	12	ea	Electric Meter, Class 320 w Demand	No Bid		\$0.00		L&G	\$138.00	\$1,656.00	13-15 wks	No Bid		\$0.00		
I-8	12	ea	Electric Meter, Class 200 w Demand	No Bid		\$0.00		L&G	\$127.00	\$1,524.00	13-15 wks	No Bid		\$0.00		
<b>Group I Total</b>																
						\$0.00						\$57,212.00				
<b>Recommended Award Amount</b>										<b>\$277,062.00</b>			<b>\$218,998.75</b>			
Certification of Bid				Y				Y				Y				
Acknowledged Addendum 1				Y				Y				Y				

City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #13-037  
Opened January 24, 2013 @ 2:00 PM

			Stuart C. Irby				Wesco							
Bid total was corrected using the unit price														
Recommended Award														
Low Bid not acceptable or did not meet specifications														
			Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
<b>Group "A" Materials 15kV Underground Cable Accessories</b>														
Item No.	Est. Qty	Description												
A-1	40	ea	Deadbreak T-OPII Connector	Cooper	\$259.00	\$10,360.00	10-12 wks	No Bid		\$0.00		No Bid		\$0.00
A-2	75	ea	Protective Cap	Cooper	\$20.95	\$1,571.25	4-6 wks	Hubbell	\$19.60	\$1,470.00	3 wks	Richards	\$18.80	\$1,410.00
A-3	200	ea	Loadbreak Elbow	Cooper	\$23.97	\$4,794.00	4-6 wks	Hubbell	\$24.20	\$4,840.00	3 wks	Richards	\$21.86	\$4,372.00
A-4	200	ea	Loadbreak Elbow, Jacket Seal Type	Cooper	\$31.17	\$6,234.00	6-8 wks	No Bid		\$0.00	No Bid		\$0.00	
A-5	350	ea	Loadbreak Bushing Insert	Cooper	\$20.79	\$7,276.50	2-4 wks	Hubbell	\$26.67	\$9,334.50	No Bid	Richards	\$26.23	\$9,180.50
A-6	15	ea	Rotatable Two-Way Bushing Insert	Cooper	\$109.35	\$1,640.25	4-6 wks	Hubbell	\$131.67	\$1,975.05	4 wks	Hubbell	\$131.67	\$1,975.05
A-7	200	ea	Elbow Cable Seal	3M	\$9.07	\$1,814.00	2-4 wks	Hubbell	\$13.52	\$2,704.00	5 wks	Richards	\$10.93	\$2,186.00
A-8	75	ea	Elbow Arrester	Cooper	\$63.50	\$4,762.50	4-6 wks	Hubbell	\$60.19	\$4,514.25	4 wks			\$0.00
A-9	30	ea	Parking Stand Arrester	Cooper	\$142.42	\$4,272.60	4-6 wks	No Bid		\$0.00				\$0.00
A-10	50	ea	Cable Terminator Cold Shrink Type	3M	\$106.07	\$5,303.50	2-4 wks	3M	\$109.27	\$5,463.50	2-3 wks			\$0.00
A-11	100	ea	Cable Terminator	Elastimold	\$41.35	\$4,135.00	10-12 wks	No Bid		\$0.00				\$0.00
A-12	250	ea	Disconnectable Secondary Transformer Connector	Utilco	\$12.44	\$3,110.00	4-6 wks	Utilco	\$13.15	\$3,287.50	stk-3 wks			\$0.00
A-13	100	ea	Disconnectable Secondary Transformer Connector	No Bid		\$0.00		No Bid		\$0.00				\$0.00
A-14	250	ea	Gelpport Insulated Secondary Connector	Tyco	\$36.84	\$9,210.00	4-6 wks	No Bid		\$0.00				\$0.00
A-15	40	ea	Inline Splice	3M	\$24.60	\$984.00	2-4 wks	3M	\$24.08	\$963.20	2-3 wks			\$0.00
A-16	30	ea	Inline Splice	3M	\$316.40	\$9,492.00	2-4 wks	3M	\$307.87	\$9,236.10	2-4 wks			\$0.00
A-17	50	ea	Splice Re-jacketing Kit, cold shrink type	3M	\$46.84	\$2,342.00	2-4 wks	3M	\$46.46	\$2,323.00	2-3 wks			\$0.00
A-18	50	ea	Underground Faulted Circuit Indicator	No Bid		\$0.00		No Bid		\$0.00				\$0.00
<b>Group A Total</b>						\$77,301.60				\$46,111.10				\$19,123.55
<b>Group "B" Materials - Pad-mount Enclosure Junction Boxes &amp; Pull Boxes</b>														
B-1	15	ea	Pull Box, 36x60x48	No Bid		\$0.00		Quazite	\$996.28	\$14,944.20	4 wks			\$0.00
B-2	20	ea	Pull Box, 48x96x48	No Bid		\$0.00		Quazite	\$2,664.48	\$53,289.60	5 wks			\$0.00
B-3	12	ea	Pull Box Extension 24" for 48x96x48	No Bid		\$0.00		Quazite	\$1,140.31	\$13,683.72	4 wks			\$0.00
B-4	80	ea	Secondary Pedestal	No Bid		\$0.00		Hubbell	\$89.62	\$7,169.60	3 wks			\$0.00
B-5	5	ea	Torsion Assist Lids	No Bid		\$0.00		Quazite	\$5,518.27	\$27,591.35	4 wks			\$0.00
<b>Group B Total</b>						\$0.00				\$116,678.47				\$0.00
B4 Description: Pedestal MGSEC 10X15X30 HDPE														
<b>Group "C" Materials - 15 kV Pad-mounted Switchgear</b>														
C-1	2	ea	Pad-Mounted Switchgear Front/Back Access	No Bid		\$0.00		No Bid		\$0.00				\$0.00
C-1 Alt	2	ea	Pad-Mounted Switchgear Front/Back Access			\$0.00				\$0.00				\$0.00
C-2	1	ea	Pad-Mounted Switchgear Front/Back Access	No Bid		\$0.00		No Bid		\$0.00				\$0.00
C-2 Alt	1	ea	Installation of Voltage Sensing Bushing & Panel			\$0.00				\$0.00				\$0.00
C-3	1	ea	Pad-Mounted Switchgear Front/Back Access	No Bid		\$0.00		No Bid		\$0.00				\$0.00
C-3 Alt	1	ea	Pad-Mounted Switchgear Front/Back Access			\$0.00				\$0.00				\$0.00
C-4	1	ea	Pad-Mounted Switchgear Front/Back Access	No Bid		\$0.00		No Bid		\$0.00				\$0.00
C-4 Alt	1	ea	Installation of Voltage Sensing Bushing & Panel			\$0.00				\$0.00				\$0.00
<b>Group C Total</b>						\$0.00				\$0.00				\$0.00
<b>Group C Alt Total</b>						\$0.00				\$0.00				\$0.00
<b>Group "C-1A to C-4A" Materials - 15 kV Pad-mounted Switchgear</b>														
C-1A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid		\$0.00		No Bid		\$0.00				\$0.00
C-2A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid		\$0.00		No Bid		\$0.00				\$0.00
C-3A	2	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid		\$0.00		No Bid		\$0.00				\$0.00
C-4A	1	ea	Pad-Mounted Solid Dielectric/EPDM Rubber Insulated Switchgear	No Bid		\$0.00		No Bid		\$0.00				\$0.00
<b>Total Group CA</b>						\$0.00				\$0.00				\$0.00

City of College Station  
Annual Price Agreement for Various Electrical Items  
ITB #13-037  
Opened January 24, 2013 @ 2:00 PM

Bid total was corrected using the unit price			Stuart C. Irby				Wesco							
Recommended Award														
Low Bid not acceptable or did not meet specifications														
			Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery	Manufacturer	Unit Price	Total Price	Delivery
<b>Group "D" - Powder Coated Steel Street Light Poles</b>														
D-1	15	ea	Streetlight Pole, 37.5 ft.	No Bid	\$0.00		No Bid		\$0.00				\$0.00	
D-2	35	ea	Streetlight Pole, 45 ft.	No Bid	\$0.00		No Bid		\$0.00				\$0.00	
D-3	30	ea	Streetlight Pole, 35 ft.	No Bid	\$0.00		No Bid		\$0.00				\$0.00	
D-4	25	ea	Breakaway Base	No Bid	\$0.00		No Bid		\$0.00				\$0.00	
<b>Total Group D</b>					\$0.00				\$0.00				\$0.00	

<b>Group E - Lamps &amp; Light Fixtures</b>														
E-1	100	ea	Light Fixture, 100 watt	No Bid	\$0.00		Cooper	\$86.53	\$8,653.00	4-6 wks			\$0.00	
E-2	100	ea	Light Fixture, 200 watt	No Bid	\$0.00		Cooper	\$99.66	\$9,966.00	4-6 wks			\$0.00	
E-3	100	ea	Light Fixture, 400 watt	No Bid	\$0.00		Cooper	\$135.18	\$13,518.00	4-6 wks			\$0.00	
E-4	40	ea	Decorative Light Fixture, 100 w	No Bid	\$0.00		No Bid		\$0.00				\$0.00	
E-5	20	ea	Decorative Light Fixture, LED	No Bid	\$0.00		No Bid		\$0.00				\$0.00	
<b>Group E Total</b>					\$0.00				\$32,137.00				\$0.00	

<b>Group F - Crossarm Braces</b>														
F-1	60	ea	HD Dead End 8'	No Bid	\$0.00		Maclean	\$167.32	\$10,039.20	4 wks			\$0.00	
F-2	150	ea	Standard Duty Crossarm 8'	No Bid	\$0.00		Maclean	\$120.88	\$18,132.00	4 wks			\$0.00	
F-3	100	ea	Standard Duty Crossarm 10'	No Bid	\$0.00		Maclean	\$127.12	\$12,712.00	4 wks			\$0.00	
F-4	20	ea	HD Deadend 10'	No Bid	\$0.00		Maclean	\$206.57	\$4,131.40	4 wks			\$0.00	
<b>Group F Total</b>					\$0.00				\$45,014.60				\$0.00	

<b>Group G - Meter Sockets</b>														
G-1	60	ea	Meter Socket, Overhead, 200 amp	Milbank	\$34.50	\$2,070.00	2-4 wks	Durham	\$33.00	\$1,980.00	6-8 wks		\$0.00	
G-2	400	ea	Meter Socket, Underground, 200 amp	Milbank	\$39.12	\$15,648.00	2-4 wks	Durham	\$47.98	\$19,192.00	6-8 wks		\$0.00	
G-3	25	ea	Meter Socket, URD or O/H, 320 amp	Milbank	\$139.34	\$3,483.50	4-6 wks	Durham	\$167.43	\$4,185.75	6-8 wks		\$0.00	
G-4	25	ea	Meter Socket, Underground, 200 amp	Milbank	\$101.51	\$2,537.75	4-6 wks	Durham	\$113.85	\$2,846.25	6-8 wks		\$0.00	
G-5	25	ea	Meter Socket Bases, 13 Terminal	Milbank	\$207.87	\$5,196.75	4-6 wks	Durham	\$159.16	\$3,979.00	6-8 wks		\$0.00	
G-6	10	ea	Meter Socket, Duplex Type	Milbank	\$162.02	\$1,620.20	2-4 wks	Durham	\$123.95	\$1,239.50	6-8 wks		\$0.00	
<b>Group G Total</b>					\$30,556.20				\$33,422.50				\$0.00	

<b>Group H - Miscellaneous Materials</b>														
H-1	72	ea	Pole Setting Foam	No Bid	\$0.00		Poly-Set	\$80.00	\$5,760.00	1-2 wks			\$0.00	
H-2	100	ea	S&C Wildlife Guards	S&C	\$217.00	\$21,700.00	8-10 wks	S&C	\$215.53	\$21,553.00	8-10 wks		\$0.00	
H-3	12	ea	600/1200 amp Air Switch with S-2 Option		\$0.00		S&C	\$6,596.19	\$79,154.28	8-10 wks			\$0.00	
<b>Group H Total</b>					\$21,700.00				\$106,467.28				\$0.00	

Note: Item H2- this wildlife kit will not work with current R4 switch 147443R4 as it requires the SDA-5178. Item H3- Included options: K-Silicone Insulators, S2- Cypoxy insulating unit in the operating shaft.

<b>Group I - Meters Estimated Annual Quantities</b>															
I-1	1000	ea	Electric Meter, Class 200 no Demand	Itron	\$25.25	\$25,250.00	4-6 wks	Elster	\$91.46	\$91,460.00	4 wks	Vision	\$33.60	\$33,600.00	2-3 weeks
I-2	100	ea	Electric Meter, Class 200 w Demand	Itron	\$162.00	\$16,200.00	4-6 wks	Elster	\$105.42	\$10,542.00	4 wks	Vision	\$62.65	\$6,265.00	2-3 weeks
I-3	20	ea	Electric Meter, Class 20 w Demand	Itron	\$144.00	\$2,880.00	4-6 wks	Elster	\$102.15	\$2,043.00	4 wks		\$0.00		
I-4	40	ea	Electric Meter, Class 320 w Demand	No Bid	\$0.00		Elster	\$106.70	\$4,268.00	4 wks		\$0.00			
I-5	40	ea	Electric Meter, Class 20 w Demand	Itron	\$144.00	\$5,760.00	4-6 wks	Elster	\$127.08	\$5,083.20	4 wks		\$0.00		
I-6	40	ea	Electric Meter, Class 200 w Demand	Itron	\$144.00	\$5,760.00	4-6 wks	Elster	\$127.08	\$5,083.20	4 wks		\$0.00		
I-7	12	ea	Electric Meter, Class 320 w Demand	Itron	\$184.00	\$2,208.00	4-6 wks	Elster	\$145.56	\$1,746.72	4 wks		\$0.00		
I-8	12	ea	Electric Meter, Class 200 w Demand	Itron	\$166.00	\$1,992.00	4-6 wks	Elster	\$127.08	\$1,524.96	4 wks		\$0.00		
<b>Group I Total</b>					\$60,050.00				\$121,751.08				\$39,865.00		

<b>Recommended Award Amount</b>	<b>\$58,552.10</b>
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Certification of Bid	Y	Y	Y
Acknowledged Addendum 1	N	Y	Y

**February 28, 2013  
Consent Agenda Item No. 2h  
Annual Water Meters**

**To:** Frank Simpson, Interim City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action and discussion on approving annual water meter purchases from Aqua Metric Sales Company through the Houston-Galveston Area Council (HGAC) contract (#WM08-12). Based on the attached contract unit pricing, the estimated annual expenditure for water meters is: \$300,868.30.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval to purchase water meters from Aqua Metric Sales Company through the HGAC contract.

**Summary:** Water meters will be purchased, stocked in the Water/Wastewater inventory, and expensed as necessary for the ongoing water meter replacement program.

Aqua Metric Sales Company is the HGAC contract dealer for Sensus IPERL and OMNI water meters. Products and services offered through HGAC have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

Meter Type	Item Number	Estimated Annual Usage	Unit Cost	Extended Cost
5/8" x 3/4" (IPERL)	890-045-00018	850	\$127.06	\$108,001.00
1" (IPERL)	890-045-00019	125	\$181.62	\$22,702.50
1 1/2" Compound (OMNI C2)	890-045-00053	60	\$1,050.40	\$63,024.00
2" Compound (OMNI C2)	890-045-00012	60	\$1,212.00	\$72,720.00
3" Compound (OMNI C2)	890-040-00013	12	\$1,535.20	\$18,422.40
4" Compound (OMNI C2)	890-045-00014	6	\$2,666.40	\$15,998.40

Total Annual Cost of Meters: \$300,868.30

**Budget & Financial Summary:** Funds are budgeted and available in the Water/Wastewater Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:** HGAC Contract Pricing Worksheet



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

Contract No.: **WM08-10**

Date Prepared: **2/6/2013**

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of College Station	Contractor:	Aqua-Metric Sales Company
Contact Person:	Lisa Davis/Butch Willis	Prepared By:	Mike Cartwright
Phone:		Phone:	210-967-6300
Fax:		Fax:	210-967-6305
Email:	ldavis@cstx.gov	Email:	michael.cartwright@aqua-metric.com

Catalog / Price Sheet Name:	Sensus Meter Pricing
General Description of Product:	Sensus Iperls

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
1	3/4" Sensus Iperls w 3 Wire TRPL Cable PC 17 L PL Page 3	127.06	127.06
1	1" Sensus Iperls w 3 Wire TRPL Cable PC 17 L PL Page 3	181.62	181.62
1	1.5" OMNI C2 PC 17 K PL Page 10	1,050.40	1050.4
1	2" OMNI C2 PC 17 K PL Page 10	1,212.00	1212
1	3" OMNI C2 PC 17 K PL Page 10	1,535.20	1535.2
1	4" OMNI C2 PC 17 K PL Page 10	2,666.40	2666.4
			0
			0
			0
			0
			0
			0
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal A:</b>			6772.68

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal B:</b>			0

**Check:** Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

**For this transaction the percentage is:**

0%

**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

<b>Subtotal C:</b>		0

**Delivery Date:** 2 Weeks ARO

**D. Total Purchase Price (A+B+C):**

6772.68

**February 28, 2013**  
**Consent Agenda Item No. 2i**  
**Annual Price Agreement for Wire and Cable**

**To:** Frank Simpson, Interim City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action and discussion regarding the first renewal of the annual price agreement for wire and cable with Techline for an amount not to exceed \$809,550.00.

**Relationship to Strategic Goals:**

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends the first renewal of the annual price agreement for wire and cable with Techline in an amount not to exceed \$809,550.00.

**Summary:** The original award to Techline was approved by Council on March 8, 2012, Item 2e. This will be the first renewal term, as allowed in the terms of the price agreement. These purchases will be made as needed during the term of the agreement. The various electric wire and cable items are maintained in Electrical Inventory in an inventory account 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.

**Reviewed and Approved by Legal:** Yes

**Attachments:** Renewal Acceptance Letter

.....  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid 13-036, Annual Price Agreement for Wire and Cable, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Eight Hundred Nine Thousand Five Hundred Fifty and No/100 Dollars (\$809,550.00).

I understand this renewal term will be for the period beginning March 8, 2013 through March 7, 2014. This is the first renewal.

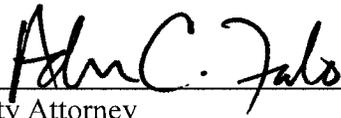
**TECHLINE**

By:   
Printed Name: JEFF PADAVICK  
Title: Account Manager  
Date: 1/24/2013

**CITY OF COLLEGE STATION**

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

APPROVED:

  
City Attorney  
Date: 2-1-13

\_\_\_\_\_  
Executive Director Business Services  
Date: \_\_\_\_\_

**February 28, 2013**  
**Consent Agenda Item No. 2j**  
**Release of Lien – 65 Acres Rock Prairie Road**

**To:** Frank Simpson, Interim City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action and discussion regarding release of lien for 65 acres the City owns on Rock Prairie Road.

**Relationship to Strategic Goals:**

1. Financially Sustainable City

**Recommendation(s):** Staff recommends release of the lien so the property may be bid out and ultimately sold without the lien.

**Summary:** Staff continues to work toward the City Council's direction to divest the City of unused real property. In preparation for the sale of 65 acres the City owns on Rock Prairie Road, it was discovered the lien from the 1986 sale of the property to the College Station Economic Development Foundation was not released when the remainder of the tract was conveyed back to the City in 1992.

The College Station Economic Development Foundation (created by the City in December 1985) signed a deed of trust securing a lien to the City in the amount of \$3,000,000 when the City deeded 749.98 acres to the Foundation. In 1988, the Foundation then conveyed 677.49 acres to W.D. Fitch in exchange for 200 acres (now the Business Park). The Foundation conveyed the remaining 65 acres back to the City in 1992. The lien should have been released at that time.

**Budget & Financial Summary:** The City will incur minor filing costs to record the release of lien. Once the release is recorded, staff will bid out the sale of the property and the proceeds from the sale are unencumbered and may be deposited in the General Fund.

**Reviewed and Approved by Legal:** Yes

**Attachments:** Release of Lien

**RELEASE OF LIEN**

**Date:** \_\_\_\_\_, 2013

**Note:**

**Date of Origination:** June 27, 1986

**Original Amount:** THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)

**Maker:** COLLEGE STATION ECONOMIC DEVELOPMENT FOUNDATION

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

**Date of Maturity:** As provided therein

**Holder of Note and Lien:** CITY OF COLLEGE STATION, TEXAS

**Holder's Mailing Address (including county):** P. O. Box 9960  
Brazos County  
College Station, TX 77840

**Note and Lien Are Described in the Following Documents, Recorded in:**

Deed of Trust dated June 27, 1986, executed by Dennis Goehring, President of College Station Economic Development Foundation to William Kingdon Cole, Trustee for City of College Station, Texas, recorded in Volume 894, Page 672, of the Official Records of Brazos County, Texas, and additionally secured by Correction Deed of Trust dated February 9, 1988, executed by Dennis Goehring, President of College Station Economic Development Foundation to William Kingdon Cole, Trustee for City of College Station, Texas, recorded in Volume 1028, Page 642, of the Official Records of Brazos County, Texas.

Deed of Trust to Secure Performance dated June 27, 1986, executed by Dennis Goehring, President of College Station Economic Development Foundation to William Kingdon Cole, Trustee for City of College Station, Texas, recorded in Volume 894, Page 664, of the Official Records of Brazos County, Texas.

**Property Subject to Lien (including any improvements):**

All that certain 749.98 acre tract or parcel of land, lying and being situated partially in the S. W. Robertson League, Abstract No. 202, and partially in the Nathan Clampitt League, Abstract No. 90, Brazos County, and being a portion of

a called 1265.37 acre tract conveyed by Robert F. Spearman to the City of College Station, Texas, by deed recorded in Volume 408, Page 756, of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

**Holder of the note acknowledges the fulfillment of lien terms and conditions and hereby releases the property from the lien.**

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

CITY OF COLLEGE STATION

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

ATTEST:

\_\_\_\_\_  
SHERRY MASHBURN, City Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **NANCY BERRY**, as Mayor of the City of College Station, a Texas municipal corporation, on behalf of said municipality.

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

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

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

# EXHIBIT A

All that certain 749.98 acre tract or parcel of land, lying and being situated partially in the S.W. Robertson League, Abstract No. 202, and partially in the Nathan Clampitt League, Abstract No. 90, Brazos County, Texas, and being a portion of a called 1265.37 acre tract conveyed by Robert F. Spearman to the City of College Station, Texas, by deed recorded in Volume 488, Page 756 of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found marking the southeast corner of said 1265.37 acre tract;

THENCE S 86° 49' 29" W for a distance of 7219.91 feet to a 1/2" iron rod found marking the southernmost corner of said 1265.37 acre tract;

THENCE N 39° 34' 26" W for a distance of 248.48 feet to a 5/8" iron rod found marking the PLACE OF BEGINNING;

THENCE N 86° 49' 29" E for a distance of 817.62 feet to a 1/2" iron rod set for corner;

THENCE N 27° 49' 29" E for a distance of 536.67 feet to a 1/2" iron rod set for angle point;

THENCE N 44° 59' 29" E for a distance of 2000.00 feet to a 1/2" iron rod set for corner;

THENCE N 37° 00' 31" W for a distance of 1114.55 feet to a 1/2" iron rod set for corner, said corner lying in the centerline of an unnamed proposed road;

THENCE N 64° 34' 37" E for a distance of 1448.32 feet with the centerline of said proposed road to a 1/2" iron rod set for beginning of a curve to the left;

THENCE in a northeasterly direction along the arc of said curve, having a central angle of 36° 00' 00", a radius of 1294.43 feet and a chord which bears N 46° 34' 37" E for a distance of 800.00 feet, to a 1/2" iron rod set for end of said curve;

# EXHIBIT A

THENCE N 28° 34' 37" E for a distance of 1150.00 feet with said centerline to a 1/2" iron rod set for corner, said corner being the intersection with the southern right-of-way line of Rock Prairie Road;

THENCE N 61° 25' 23" W for a distance of 315.08 feet to a 4" diameter fence post found for angle point;

THENCE N 61° 22' 34" W for a distance of 608.12 feet with said right-of-way line to a 8" diameter fence post found for an angle point;

THENCE N 77° 44' 53" W for a distance of 1180.60 feet with said right-of-way line to a 8" diameter fence post found for an angle point;

THENCE N 77° 21' 49" W for a distance of 1370.42 feet to a 8" diameter fence post found for an angle point;

THENCE N 86° 13' 22" W for a distance of 896.11 feet with said right-of-way line to a 8" diameter fence post found for an angle point;

THENCE N 83° 29' 55" W for a distance of 735.90 feet with said right-of-way line to a 8" diameter fence post found for an angle point;

THENCE N 82° 15' 47" W for a distance of 143.18 feet with said right-of-way line to a 18" diameter oak stump found for an angle point;

THENCE N 75° 07' 03" W for a distance of 70.50 feet with said right-of-way line to a 10" oak found for an angle point;

THENCE N 60° 26' 56" W for a distance of 375.65 feet with said right-of-way line to a 14" oak found for an angle point;

THENCE N 50° 43' 08" W for a distance of 764.77 feet with said right-of-way line to a 12" oak stump found for angle point;

THENCE N 57° 47' 58" W for a distance of 1193.50 feet with said right-of-way line to a 24" diameter oak tree found for corner;

THENCE S 41° 54' 39" W for a distance of 2626.03 feet to a 1/2" iron rod found for corner;

THENCE S 39° 34' 36" E for a distance of 7173.63 feet to the PLACE OF BEGINNING, and containing 749.98 acres of land, more or less.

**February 28, 2012**  
**Consent Agenda Item No. 2k**  
**2012 Annual Traffic Contact Report**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77<sup>th</sup> legislative session.

**Relationship to Strategic Goals:** Core Services and Infrastructure

**Recommendation(s):** This item is presented according to statutory requirements. Staff requests Council's acceptance of this report.

**Summary:** Each year, in an effort to remain transparent to our community, the Police Department employs an independent consultant to analyze traffic stop data and develop this report. The report indicates that the department is in compliance with state law and continues to employ best practice strategies.

Since January 1, 2002, the College Station Police Department, in accordance with the Texas Racial Profiling Law (SB No. 1074), has been required to implement and maintain policy and procedures to satisfy the requirements of the law. The attached report indicates that we are in compliance with the law.

**Budget & Financial Summary:** n/a

**Attachments:**

- Cover letter to City Council- Dr. Alex del Carmen
- Summary of Analysis– Dr. Alex del Carmen
- A full copy of 2012 Annual Traffic Contact Report can be viewed in the City Secretary's Office.

February 1, 2013

College Station City Council  
College Station, Texas 77842

Dear Distinguished Members of the City Council,

In 2001, the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. Since 2001, the College Station Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 legislative session, the Racial Profiling Law was modified and newer requirements are now in place. These most recent requirements have been incorporated by the College Station Police Department and are being addressed in this report.

In this particular report, you will find three sections that contain information on traffic and motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the College Station Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. In addition, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education) is included. In addition, you will find, in sections 2 and 3 documentation, which demonstrates compliance by the College Station Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report provides statistical data relevant to contacts, made during the course of motor vehicle stops, between 1/1/12 and 12/31/12. In addition, this section contains the TCLEOSE Tier 1 form, which is required to be submitted to this particular organization by March 1<sup>st</sup> of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the College Station Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.  
Del Carmen Consulting, LLC

# **Analysis and Interpretation of Data**

## Analysis

In 2001, the Texas legislature passed Senate Bill 1074 which became the Texas Racial Profiling Law. That is, the law came into effect on January 1, 2002 and required that all police departments in Texas collect traffic-related data and report this information to their local governing authority by March 1<sup>st</sup> of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, since 2009, the law requires that all police officers indicate whether or not they knew the race or ethnicity of the individual before detaining them. Further, it is required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) by March 1st of each year. The purpose in collecting and presenting this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if police officers are engaging in racial profiling, from a review or analysis of aggregate data. In other words, it is challenging for a reputable researcher to identify specific “individual” racist behavior from aggregate-level “institutional” data on traffic or motor vehicle-related contacts.

In 2009, the Texas Legislature passed House Bill 3389, which modified the existing Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These most recent changes include, but are not exclusive of, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it requires police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the new law requires adding "middle eastern" to the racial and ethnic category and submitting the annual traffic data report to TCLEOSE before March 1st of each year, starting this year. I am pleased to inform you that these new requirements have been addressed by the College Station Police Department as it is demonstrated throughout this report.

In an effort to comply with The Texas Racial Profiling Law, the College Station Police Department commissioned the analysis of its 2012 motor vehicle contact data. Thus, three different types of data analyses were performed. The first of these involved a careful evaluation of the 2012 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, Middle Easterners and individuals belonging to the “other” category, that came in contact with the police in the course of a motor vehicle related stop, and were either issued a citation or arrested. Further, the analysis included information relevant to the number and percentage of searches (table 1) while indicating the type of search performed (i.e., consensual or probable cause). Also,

the data analysis included the number and percentage of individuals who, after they came in contact with the police for a traffic-related reason, were arrested.

The additional data analysis performed was based on a comparison of the 2012 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, it should be noted that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the College Station Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It is clear that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the College Station Police Department in 2012 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the College Station Police Department made a decision that it would use this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to College Station.

The final analysis was conducted while using the 2002--2009 traffic data and the 2010—2012 motor-vehicle related data. Specifically, all traffic-related contacts made in 2009 were compared to similar figures reported in 2002, 2003, 2004, 2005, 2006, 2007 and 2008. Similarly, motor vehicle contact data was compared while using data from 2010, 2011 and 2012. Although some researchers may not support the notion that in eleven years, a “significant” and “permanent” trend can take effect, when considering this analysis, it was determined that comparing eleven years of traffic/motor vehicle contact data may highlight possible areas of consistency with regards to traffic and motor vehicle-related contacts. That is, the eleven-year comparison has the potential of revealing indicators that a possible trend of traffic and motor vehicle-based contacts with regards to members of a specific minority group, may in fact, develop.

### Tier 1 (2012) Motor Vehicle-Related Contact Analysis

When analyzing the Tier 1 data collected in 2012, it was evident that most motor vehicle-related contacts were made with Caucasian drivers. This was followed by Hispanic and African American drivers. With respect to searches, most of them were performed on Caucasian drivers. This was followed by African Americans and Hispanics. It is important to note that the arrest data revealed that Caucasian drivers were arrested the most in motor vehicle-related contacts; this was followed by African Americans and Hispanics.

### Fair Roads Standard Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in College Station who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of individuals of African American and Hispanic descent that came in contact with the police was higher than the percentage of African American and Hispanic households in College Station that claimed, in the 2010 census, to have access to vehicles. With respect to Caucasians and Asians, a lower percentage of contacts were detected. That is, the percentage of Caucasian and Asian drivers that came in contact with the police in 2012 was lower than the percentage of Caucasian and Asian households in College Station with access to vehicles.

### Eleven-Year Comparison

The eleven-year comparison (02-12) of traffic and motor vehicle related-contact data showed some similarities. As illustrated in table 3, the percentage of drivers (from different racial/ethnic groups) that came in contact with the College Station Police in 2012 was similar to the percentage of drivers, from the same racial/ethnic groups that came in contact with the College Station Police Department from 2002 to 2011. However, a few differences were noted. When comparing 2012 to the previous years, there was an increase in percentage of contacts among Native American drivers. A decrease in percentage was detected among Caucasians.

It is clear that commonalities in the data existed, when analyzing the search-related contacts for all eleven years. An increase in percentage was detected among Caucasians and African Americans while percentage decreases were noted among Hispanics. When considering the arrests made, the data revealed that the percentage of arrests increased among Caucasians, African Americans and Asians while a decrease in percentage was evident among Hispanics. It should be noted that the 2010, 2011 and 2012 data should be analyzed while considering that since January 1<sup>st</sup> of 2010, a contact was re-defined by the law; thus, making it statistically challenging to compare traffic contacts (collected and reported from 2002-2009) with motor vehicle contacts (collected and reported since 2010).

## Summary of Findings

The comparison of motor vehicle contacts showed that the College Station Police Department came in contact (in motor vehicle-related incidents) with a smaller percentage of Caucasian and Asian drivers than the percentage that resided in College Station and had access to vehicles. Further, the data suggested that the percentage of African American and Hispanic drivers that came in contact with the police in 2012 was higher than the percentage of African American and Hispanic households in College Station with access to vehicles. In addition, the data showed that in a large number of instances, officers did not know the race or ethnicity of individuals before detaining them, when compared to instances where officers knew the race/ethnicity of individuals before they were detained.

An examination of the eleven-year traffic and motor vehicle-related contact data suggested that the College Station Police Department has been, for the most part, consistent in the racial/ethnic composition of motorists it comes in contact with during a given year. The consistency of contacts for the past eleven years is in place despite the fact the city demographics may have changed, thus, increasing the number of subjects likely to come in contact with the police.

While considering the findings made in this analysis, it is recommended that the College Station Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals; particularly with African Americans and Hispanics. Although this additional data may not be required by state law, it is likely to provide insights regarding the nature and outcome of all motor vehicle contacts made with the public.

As part of this effort, the College Station Police Department is also encouraged to:

- 1) Perform an independent search analysis on the search data collected in the first quarter of 2013.
- 2) Commission data audits in 2013 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

It should be noted that the information and analysis provided in this report serves as evidence that the College Station Police Department has, once again, complied with the Texas Racial Profiling Law.

**February 28, 2013**  
**Consent Agenda Item No. 2L**  
**Construction Contract #13-011**  
**Wolf Pen Creek Water Line and Water Fountains Rehabilitation Project**

**To:** Frank Simpson, Interim City Manager

**From:** Amy Atkins, Assistant Director, Operations, Parks and Recreation Department

**Relationship to Strategic Goal:** Neighborhood Integrity; Diverse Growing Economy

**Agenda Caption:** Presentation, possible action, and discussion on a construction contract with Dudley Construction, LTD., in the amount of \$54,905.00, for rehabilitation, additions, and upgrades to water lines and existing water fountains at various locations throughout Wolf Pen Creek Park, Project Number PK13-07.

**Recommendation(s):** Staff recommends approval and award of the construction contract with Dudley Construction, LTD., for water line and water fountain rehabilitation in the amount of \$54,905.00, and sixty (60) construction days.

**Summary:** The proposed rehabilitation project includes the removal, replacement and/or addition of water lines, pipes, hose bibs, valve boxes, water fountains and other equipment to complete the project.

**Budget & Financial Summary:** Two (2) sealed, competitive bids were received and opened on February 5, 2013. The bid summary is attached. Funds are available from Community Park Zone C Parkland Dedication Funds.

**Attachments:**

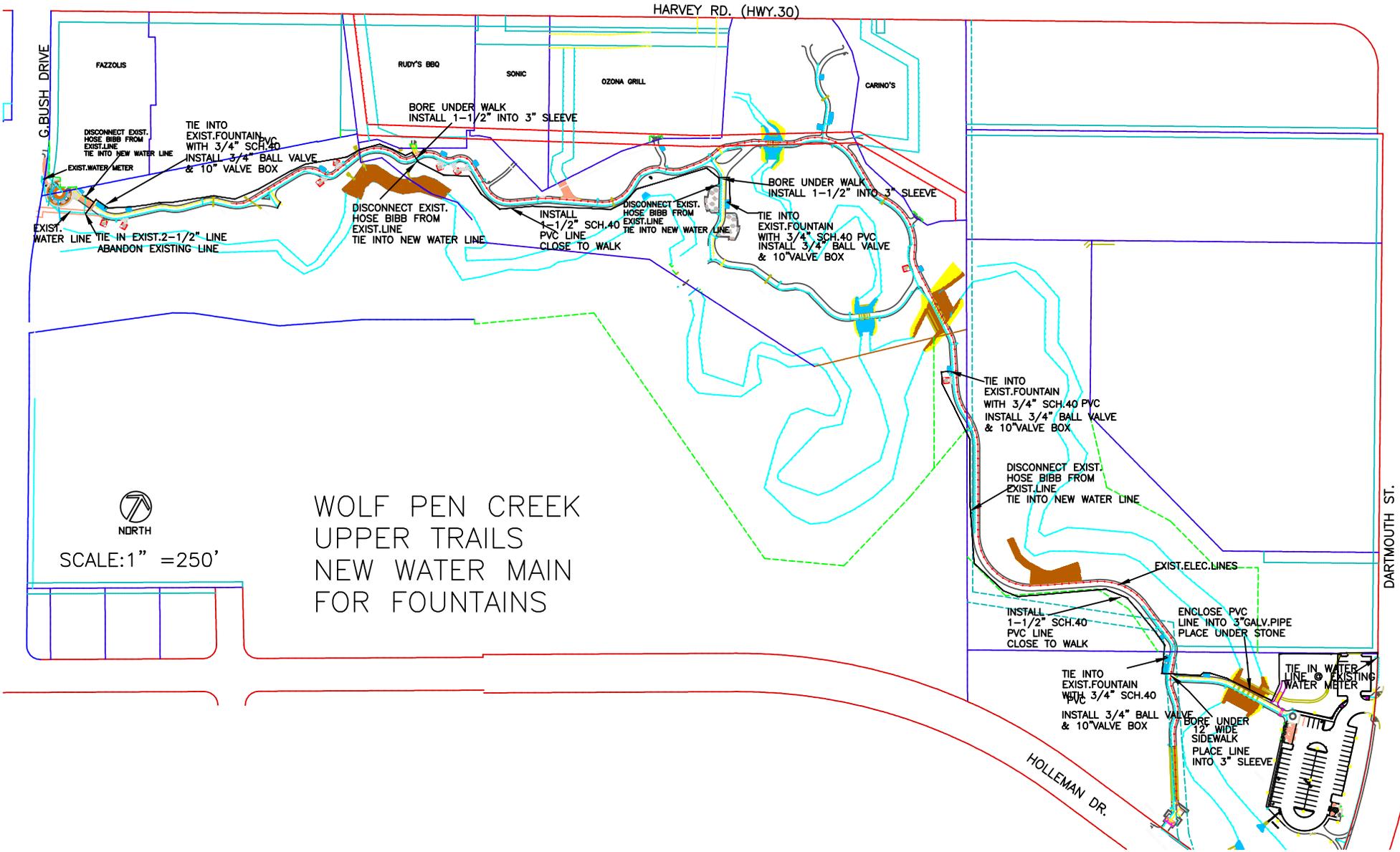
1. Bid Tab Number #13-011
2. Wolf Pen Creek Upper Trail Water Line Site Map
3. Construction Contract with Dudley Construction, LTD., (on file in the City Secretary's Office)



**CITY OF COLLEGE STATION  
WOLF PEN CREEK WATER LINE AND WATER FOUNTAINS REHABILITATION PROJECT  
BID TABULATION FOR #13-011  
OPEN DATE: TUESDAY, FEBRUARY 5, 2013 @ 2:00 P.M.**

Item	Qty	Unit	Description	Dudley Construction, LTD.		VOX Construction, LLC.	
				Unit Cost	Total	Unit Cost	Total
1	1	LS	Mobilization and project overhead (not to exceed 5% of work items)	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00
2	2	EA	Re-sod disturbed water fountain pad replacement areas as per the plans and specifications, complete and in place	\$175.00	\$350.00	\$315.00	\$630.00
3	1	LS	Re-seed disturbed water line trench areas as per the plans and specifications, complete and in place	\$630.00	\$630.00	\$787.50	\$787.50
4	2611	LF	Furnish and install 1.5" SCH 40 PVC water pipe as shown in the drawings, complete and in place	\$5.00	\$13,055.00	\$7.04	\$18,381.44
5	98	LF	Furnish and install 3" PVC casing pipe by bore as shown on the plans and specified by the Engineer, complete and in place	\$34.00	\$3,332.00	\$28.35	\$2,778.30
6	3	EA	Tie into existing fountain at meter box with 3/4" SCH 40 PVC and install 3/4" ball valve, complete and in place	\$303.00	\$909.00	\$212.10	\$636.30
7	1	EA	Tie into existing fountain with 3/4" SCH 40 PVC and install 3/4" ball valve and 10" meter box, complete and in place	\$450.00	\$450.00	\$213.15	\$213.15
8	1	EA	Tie into existing 2.5" PVC water line including all fittings and piping as required, complete and in place	\$400.00	\$400.00	\$313.95	\$313.95
9	1	LS	Tie into water meter at Dartmouth, install tee with two ball valves to existing and proposed water lines as shown on the plans and specified by the Engineer, complete and in place	\$450.00	\$450.00	\$303.45	\$303.45
10	3	EA	Furnish and install 3/4" hose bib and 10" valve box and connect to proposed line, complete and in place	\$155.00	\$465.00	\$99.75	\$299.25
11	4	EA	Remove existing valve box and hose bib, abandon existing line, install 3/4" hose bib and 10" valve box and connect to proposed water line as shown on the drawings and specified by the Engineer, complete and in place	\$260.00	\$1,040.00	\$225.75	\$903.00
12	1	EA	Remove existing hose bib and valve box and abandon existing line as shown on the drawings and specified by the Engineer, complete and in place	\$200.00	\$200.00	\$84.00	\$84.00
13	64	LF	Furnish 3" galvanized casing pipe and straps as shown on the plans and specified by the Engineer, complete and in place	\$36.00	\$2,304.00	\$40.95	\$2,620.80
14	64	LF	Furnish and install 1.5" SCH 40 PVC insulated water line inside of galvanized casing pipe as shown on the plans and directed by the Engineer, complete and in place	\$5.00	\$320.00	\$3.94	\$252.16
15	1	LS	Remove large stone, install 3" galvanized casing pipe, and replace stone as shown on the plans and specified by the Engineer, complete and in place	\$900.00	\$900.00	\$924.00	\$924.00
16	2	EA	Remove existing fountain and install Haws Model #3150 Water Fountain (or approved equal) without disturbing existing pavers and curb, and tie into new 3/4" ball valve outside of paver base as shown on the plans, complete and in place	\$6,200.00	\$12,400.00	\$5,651.00	\$11,302.00
17	2	EA	Remove existing fountain, remove and stockpile existing pavers, demolish existing curbs, re-grade fountain paver base, pour new curb, reset existing pavers and concrete base and install Haws Model #3150 Water Fountain (or approved equal), and tie into new 3/4" ball valve outside of paver base as shown on the plans, complete and in place	\$7,600.00	\$15,200.00	\$7,147.35	\$14,294.70
<b>Total Base Bid</b>				<b>\$54,905.00</b>		<b>\$57,424.00</b>	
Bid Certification				Y		Y	
Bid Bond				Y		Y	

  Indicates a correction to the submitted bid, based on the unit cost.



WOLF PEN CREEK  
UPPER TRAILS  
NEW WATER MAIN  
FOR FOUNTAINS

NORTH  
SCALE: 1" = 250'

**February 28, 2013**  
**Consent Agenda Item No. 2m**  
**Office of the Governor Criminal Justice Division (CJD) Grant**

**To:** Frank Simpson, Interim City Manager

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

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

**Relationship to Strategic Goals:** Financially Sustainable City

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

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

This CJD grant will provide 100% funding for the purchase of varying equipment to be utilized by the Police Department including pistol simmunitions and ammunition, storage space for the drug vault in evidence, and lightweight, carbon fiber ladders for use by the SWAT team. The pistol simmunitions and ammunition will provide the opportunity for reality based firearm training. The drug vault is currently at maximum capacity with 5,581 pieces of evidence. The additional storage would maximize the current space and would provide an area for any future evidentiary needs. The lightweight carbon fiber ladders offers the SWAT team a stable, easily transported means of accessing high areas that they currently do not have access to without the assistance of the Fire Department or by using cumbersome equipment.

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

**Budget & Financial Summary:** The purchase of the pistol simmunitions and ammunition will cost approximately \$11,645. Annual maintenance, repair, or replacement is estimated to not exceed \$1000. The purchase of the evidence storage space will cost approximately \$5,565 with no anticipated maintenance. The purchase of the ladders will cost approximately \$3,990 with no anticipated maintenance costs. A budget amendment will be brought forward to appropriate these grant funds into the police department budget.

**Attachments:**

1. Resolution

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

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

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

**WHEREAS**, the City of College Station finds it in the best interest of the citizens of College Station that the Equipment Assistance Grant be operated for the 2013-2014 fiscal year, and

**WHEREAS**, the City of College Station agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

**BE IT RESOLVED** by the City Council of the City of College Station hereby approves the submission of the Equipment Assistance Grant application to the Office of the Governor, Criminal Justice Division.

**PART 1:** That the City Council hereby authorizes the City Manager or his designees as authorized officials to execute documents necessary for the submission of the Equipment Assistance Grant application, with Application Number 2695201, for CJD funds to the Officer of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

**PART 2:** That the City Manager or his designees as authorized officials are given the power to apply for, accept, reject, alter or terminate the Equipment Assistance Grant on behalf of the City of College Station.

**PART 3:** That the City of College Station agrees in the event of loss or misuse of the Criminal Justice Division funds, the City of College Station assures the funds will be returned to the Criminal Justice Division in full.

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

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2013.

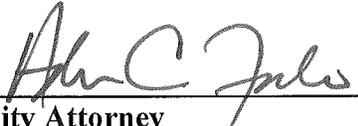
**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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

**February 28, 2013**  
**Consent Agenda Item No. 2n**  
**Contract Administration Audit Report**

**To:** Mayor and Members of the City Council

**From:** Ty Elliott, City Internal Auditor

**Agenda Caption:** Presentation, possible action, and discussion concerning the City Internal Auditor's Contract Administration audit report.

**Recommendation(s):** Accept the audit report for public record and give direction to management to implement the recommendations contained in the audit report.

**Summary:** The fiscal year 2012 audit plan included an audit of the City's contract administration policies and procedures. The audit was selected based on direction from the Audit Committee and an analysis of city-wide risk.

In selecting the contracts that would receive a detailed investigation, we selected contracts which carry the greatest amount of risk for the city; but also represented a variety of contract types and a variety of city departments. The three contracts ultimately selected were: (1) a sewer pipe construction contract managed by Public Works, (2) a tree trimming service contract managed by College Station Utilities, and (3) a little league facility user agreement managed by Parks and Recreation.

Results from the audit: At a minimum, an organization's policies and procedures regarding contract administration should state that (1) responsibility and authority should be clearly assigned and well defined, (2) monitoring functions should focus on the outcomes of services provided, (3) contract administrators should create and keep documentation on the contractor's performance, (4) contract documentation should be well organized, (5) contractor performance reviews should be followed-up on, (6) contingency for contractor's failure should be addressed, and (7) payments should be linked to satisfactory performance. The table below summarizes how the three contracts under review aligned with best practices.

<b>7 Best Practices for Contract Administration</b>	<b>South Knoll</b>	<b>Rios Trees</b>	<b>CSLL</b>
1. Assigned & Defined Responsibility & Authority:	Yes	Yes	Mostly
2. Focused Monitoring Functions on Outcomes:	Yes	Yes	No
3. Kept Contractor Performance Documentation:	Mostly	Mostly	No
4. Organized Files and Documentation:	Yes	No	No
5. Followed-up on Contractor Performance:	Yes	Mostly	No
6. Developed Contingencies for Contract Failure:	Yes	Yes	No
7. Linked Payments to Satisfactory Performance:	Yes	Yes	N/A

**Attachments:** The Contract Administration audit report is on file and available for review in the City Secretary's Office.

**February 28, 2013**  
**Consent Agenda Item No. 2o**  
**BVWACS Capital Improvement Project**

**To:** Frank Simpson, Interim City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of the Brazos Valley Wide Area Communications System (BVWACS) Capital Improvement Project, and authorizing the City's cost share of \$72,428.93 to be paid to the BVWACS Managing Entity (BVCOG).

**Relationship to Strategic Goals:** (Select all that apply)

1. Core Services and Infrastructure

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

**Summary:** : On June 26, 2008, Council approved the ILA establishing the BVWACS and the ILA appointing the Brazos Valley Council of Governments (BVCOG) to act as the Managing Entity for the BVWACS. On October 17, 2012, the BVWACS Governing Board approved entering into a contract with Motorola for \$458,553 to upgrade seven Dispatch consoles at Brazos 911. This project cost was offset by \$35,000 Motorola equipment trade-in allowance, \$61,523.71 Homeland Security Grant Funds and approximately \$130,000 in existing BVWACS Capital funds. Based on current BVWACS contribution amounts, College Station's Capital assessment from the BVCOG for this project is \$72,428.93

**Budget & Financial Summary:** Funding for this project is included in the approve FY 2013 Budget in the Equipment Replacement Fund.

**Reviewed and Approved by Legal:** N/A

**Attachments:** None

**February 28, 2013**  
**Regular Agenda Item No. 1**  
**Joint Task Force on Neighborhood Parking Recommendations**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding approval of recommendations made by the Joint Task Force on Neighborhood Parking.

**Relationship to Strategic Goals:** Core Services and Infrastructure and Neighborhood Integrity

**Recommendation(s):** The Planning and Zoning Commission considered this item at their February 21, 2013 meeting and recommended approval of the recommendations 6-0. Staff recommended approval of the recommendations.

**Summary:** The Joint Neighborhood Parking Task Force of the College Station City Council and Planning and Zoning Commission was created through City Council Resolution on February 9, 2012. The Task Force was created to address community concerns of neighborhood parking issues and emergency access. The scope of the Task Force was to gather and evaluate data related to neighborhood parking issues, solicit input from stakeholders, formulate recommendations, and forward final recommendations to the Planning and Zoning Commission and the City Council for final action.

The City Council's Strategic Plan, updated in 2012, identified neighborhood parking issues as a problem affecting the City's Neighborhood Integrity. College Station's older neighborhoods were developed when automobiles were less prevalent. Many of these established residential neighborhoods include streets designed as "yield streets", consisting of narrow pavement, at times with no curb and gutter. Yield streets contribute greatly to neighborhood character when working as intended. However, many of these streets are in neighborhoods that have converted to high percentages of renter-occupancy. An increase in the number of people per residence has resulted in a higher density of on-street parking. These conditions have caused the yield street design to fail in many instances. A number of neighborhoods are experiencing overcrowding and emergency access concerns due to an increase in on-street parking.

**Approach:** The City currently uses a limited number of options to alleviate on-street parking problems, which the Task Force recommends continuing. These options include:

- land use planning,
- development regulations,
- neighborhood plans,
- enforcement, and
- parking removal.

Additionally, the Task Force recommends the following existing standards/processes be expanded:

- Increase the current minimum requirements for off-street parking, increasing the standard to one parking space required for each bedroom in a single-family dwelling.
- Only consider removing parking on one or both sides of a street per a recommendation from the City's Traffic Management Team when there is a safety concern verified by the City.

- Neighborhood initiated parking removal not related to public safety will be addressed through a private process, such as deed restrictions and covenants.

The Task Force held multiple meetings to discuss and develop a new set of solutions to address parking problems. In addition, stakeholder meetings were held on September 26, 2012 and November 14, 2012 to present new parking solutions to community members and gain feedback on the proposals.

After discussion, Task Force members chose to limit the focus of their efforts to community concerns of neighborhood parking issues related to emergency access. They developed their recommendations based on how solutions would be applied, either at a city-wide level or in new neighborhoods.

The Task Force recommends three solutions to aid in the reduction of neighborhood parking problems and emergency access city-wide. These recommendations include:

- refine the current parking removal process to allow parking removal on one or both sides of a street per a recommendation from the City's Traffic Management Team (only if there is a verified safety concern),
- increase the off-street parking requirements based on the number of bedrooms provided, and
- require no more than 50% of the front portion of the property be used for parking or be impervious.

The Task Force recommends for new developments:

- minimum garage/required parking setbacks.

In addition, new development would also be required to provide an additional solution, selected from the following six recommended options:

- wide streets,
- narrow streets,
- parking removal with platting,
- alley-fed off-street parking,
- wide lot frontages, or
- overflow parking areas.

Some solutions, such as narrow streets and parking removal with platting, would require the provision of additional off-street parking measures to ensure adequate parking is available.

If the City Council approves the recommendations given by the Task Force, City Staff would begin to create ordinances to address the concerns outlined above. Public hearings would be held beginning in the spring, to gather input from the community regarding the ordinance language. It is anticipated that ordinance amendments may be presented to the Planning and Zoning Commission for recommendation and then to City Council for final action in the summer

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

**Reviewed and Approved by Legal:** N/A

**Attachments:**

1. Joint Neighborhood Parking Task Force Resolution
2. Joint Neighborhood Parking Task Force Recommendations Report
3. Stakeholder Meeting Sign-In Sheet, September 26, 2012
4. Stakeholder Meeting Sign-In Sheet, November 14, 2012

RESOLUTION NO. 02-09-12-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE FORMATION OF A JOINT NEIGHBORHOOD PARKING TASK FORCE.

WHEREAS, the City Council of the City of College Station, Texas, recognizes there exists an issue with adequate on-street parking on certain streets in certain neighborhoods; and

WHEREAS, the City Council of the City of College Station, Texas, recognizes that issues with adequate on-street parking can impede traffic flow and hamper emergency response; 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 formation of a joint task force consisting of three Council members and three Planning & Zoning Commissioners with the three Council members to be appointed by the Council and the three Commissioners to be appointed by the Planning & Zoning Commission.
- PART 2: That the City Council hereby approves that said task force shall select among itself a Chair from among the appointed Council members.
- PART 3: That the City Council hereby approves that said task force shall convene meetings as deemed necessary, shall gather and evaluate data related to neighborhood parking issues, shall solicit input from stakeholders, shall formulate recommendations and subject said recommendations to public hearing and shall forward final recommendations to the Planning & Zoning Commission and the City Council for final action.
- PART 4: That the City Council hereby approves that said task force shall complete its work on or before February 1, 2013 upon which time said task force shall be deemed disbanded without further action necessary from the Council.
- PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9<sup>th</sup> day of February, A.D. 2012.

ATTEST:

Sherry Mashburn  
City Secretary

APPROVED:

Nancy J. Berry  
MAYOR

APPROVED:

Carla A Robinson  
City Attorney

## Joint Neighborhood Parking Task Force Recommendations Report

A Joint Neighborhood Parking Task Force of the College Station City Council and Planning and Zoning Commission was created through City Council Resolution on February 9, 2012. The scope of the Task Force was to gather and evaluate data related to neighborhood parking issues, solicit input from stakeholders, formulate recommendations, and forward final recommendations to the Planning and Zoning Commission and the City Council for final action. The Task Force consisted of the following appointed Council Members and Planning and Zoning Commissioners:

Council Member Blanche Brick (Chair)  
Council Member Julie Schultz  
Council Member David Ruesink

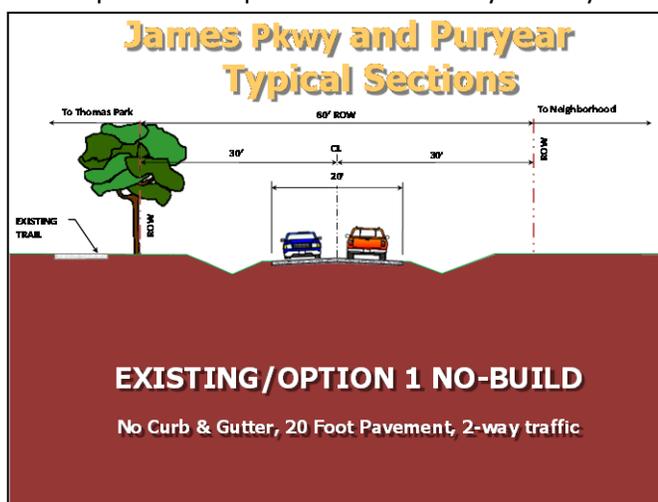
Commissioner Jerome Rektorik  
Commissioner Jim Ross  
Commissioner Jodi Warner

### The Issue

The City Council's Strategic Plan, updated in 2012, identified neighborhood parking issues as a problem affecting the City's Neighborhood Integrity. It is important to protect the unique character of neighborhoods because they contribute greatly to a unique sense of place and community identity. Neighborhood parking has an impact on the quality and stability of neighborhoods. One way to maintain neighborhood integrity is through solutions aimed at decreasing on-street parking problems. In order to identify effective solutions, it is important to first understand what factors and situations cause failing on-street parking conditions.

College Station's older neighborhoods – neighborhoods located primarily within Eastgate, Southside, and South Knoll areas – were developed as early as the 1930's when automobiles were less prevalent.

Many of these established residential neighborhoods in the City include streets designed as "yield streets", consisting of narrow pavement, at times with no curb and gutter. These streets allow for two-way traffic and limited on-street parking. These neighborhoods were created at a time when vehicles were not as abundant; with narrow streets, small lots, and limited off-street parking. Yield streets contribute greatly to neighborhood character when working as intended. However, many of these streets are in neighborhoods that have converted to high percentages of renter-occupancy. Houses originally intended for single-family occupancy are being utilized as investment property or being demolished and replaced by larger houses with more bedrooms, which are rented. An increase in the number of people per residence has resulted in a higher density of on-street parking. These conditions have caused the yield street design to fail in many instances. Parking problems on these streets are increasing with the rapidly increasing population. The Task Force has restrained itself to the development of a set of tools to address emergency access issues.



As on-street parking increases on yield streets it also causes associated impacts on emergency service delivery. When vehicles fill both sides of streets built to yield design standards, fire trucks cannot pass through the street to reach citizens in need of assistance. A number of neighborhoods have experienced overcrowding and emergency access concerns due to an increase in on-street parking.

### Current Approach

The City currently uses a limited number of options to alleviate on-street parking problems. **These options include land use planning, development regulations, neighborhood plans, code enforcement, and parking removal.** Additional solutions are necessary to prevent further emergency access concerns. The first recommendation of the Task Force is to continue current practices. **Additionally, the Task Force recommends existing options be expanded.**



### *Land Use Planning*

When different land uses are separated far from one another they require greater distances of travel. This creates an environment where homes, jobs, and shopping are segregated and often require vehicles to travel from one use to the next. College Station is dominated by suburban style land uses that encourage the use of vehicles and require intensive amounts of parking. Land Use Planning allows the City to prepare for a compatible mix of uses, within one development or as separate developments, where shared parking and other forms of transportation may be incorporated.

Later, at the site planning stage, larger scale single-use developments can be designed to encourage walking, bicycling, and transit use to minimize the amount of parking that may be required within the site.

### *Development Regulations*

Development regulations are city ordinances created to promote the public health, safety, and general welfare of the citizens. More specifically, development regulations are the mechanism for implementing the goals of the City's comprehensive plan. Currently, College Station limits single-family residences to four unrelated people and requires a minimum of two off-street parking spaces for each single-family dwelling unit. This guarantees that each single-family residence will have available parking and may reduce congestion of on-street parking. **The Task Force recommends an increase of the current minimum requirements for off-street parking, increasing the standard to one parking space required for each bedroom in a single-family dwelling.**

### *Neighborhood planning and special studies*

The City's current Neighborhood Planning Process includes a multi-step process. Through the Neighborhood Plan community members identify issues that should be addressed. Next, City staff compiles data and works with neighborhood members to analyze key issues and develop each plan. Once a plan is completed public notifications are sent out for a public hearing and Council action.

Neighborhood plans assist neighborhoods in developing area-specific approaches to implementing parking goals. At this level, plans can focus on identifying parking issues specific to small defined areas. These plans are a helpful tool in identifying known parking and emergency access problems. Staff and citizens propose solutions for these problems to be implemented in neighborhood plans.

#### *Enforcement*

Parking enforcement is a reactive tool used by the city to prevent vehicles from parking illegally. Both the Planning and Development Services Department and the Police Department are responsible for ensuring compliance with City codes and ordinances. Citations may be issued by both departments when a parking violation occurs.

Planning and Development Services has four full-time employees and eight part-time employees who work in the Northgate District that, in addition to other duties, are responsible for providing parking enforcement with the Northgate area. The Northgate District employees monitor 103 on-street parking meters, a 117-space surface parking lot, and look for violations such as parking in a fire lane, parking in a bike lane, and parking too close to a fire hydrant. In 2012, the City issued 6,425 parking citations in the Northgate area.

#### *Parking Removal Program*

Currently, parking is permitted on all city streets unless prohibited by ordinance and where prohibited by state law. **The Task Force recommends the City consider removing parking on one or both sides of a street per a recommendation from the City's Traffic Management Team only if there is a safety concern verified by the City.** The City would continue to receive parking removal requests from neighborhoods or citizens and evaluate the impact on-street parking has on public safety in the area. The following is the City's process that must be followed in order to remove parking from public streets:

1. Concern Initiation –A citizen informs the City of a potential problem resulting from on-street parking (Citizen Initiated) or the City observes the need to remove on-street parking from a street(s) (City Initiated).
2. Concern Evaluation – The City's Traffic Management Team (TMT) will evaluate the citizen initiated request or city initiated concern and analyze the impact existing on-street parking has on public safety. If the existing on-street parking is determined to impact public safety, the TMT will approve a recommendation which will be included on a future City Council Agenda as a public hearing.
3. Public Notice – Per the recommendation from the TMT to remove on-street parking on a specific street(s), notices will be mailed to property owners and residents on both sides of the street(s) where parking is proposed to be removed. These notices will provide the date of the City Council meeting when the public hearing for the proposed ordinance will occur.
4. Public Hearing – The proposal to remove on-street parking from a specified street(s) will be presented to council, followed by a public hearing where citizens can voice their opinions. Then the City Council can discuss and vote on the proposed parking removal ordinance.

**The Task Force recommends the City only pursue neighborhood initiated parking removal when it is related to public safety. In all other cases, the individual neighborhood would need to address parking issues through a private process, such as deed restrictions and covenants. The Task Force reviewed the current Parking Removal Program during its meetings and recommends the process be continued and enforced with the noted refinements.**

### Recommended Solutions

The Task Force held six meetings to discuss and develop a set of solutions to address parking problems. In addition, stakeholder meetings were held on September 26, 2012 and November 14, 2012 to present new parking solutions to community members and gain feedback on the proposals.

The Task Force identified neighborhood parking issues within three neighborhood contexts:

- established neighborhoods with existing problems,
- established neighborhoods with emerging problems, and
- future neighborhoods with potential problems.

After discussion, Task Force members chose to limit the focus of their efforts to community concerns of neighborhood parking issues related to emergency access. They developed their recommendations based on how solutions would be applied, either at a city-wide level or in new neighborhoods. **The Task Force further defined existing city practices that warrant expansion or adjustment. Based on meeting discussions and stakeholder feedback, the Task Force recommends the following to Planning and Zoning Commission and City Council:**

#### **City-wide Recommendations**

The Task Force recommends a set of solutions to aid in the reduction of neighborhood parking problems city-wide. These recommendations should be required for redevelopment and new development.

##### *Increased Off-Street Parking Requirements*

Currently, College Station requires a minimum of two off-street parking spaces for each single-family dwelling unit. **The Task Force recommends an increase of the current minimum requirements for off-street parking, increasing the standard to one parking space required for each bedroom in a single-family dwelling, up to four required parking spaces.**

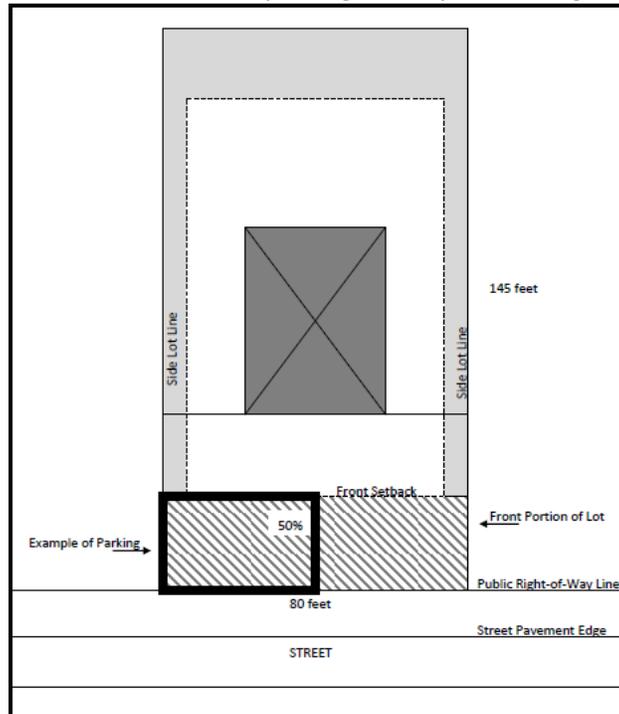
Increasing the number of required off-street parking spaces for every single-family residential use would increase the availability of off-street parking for residences. If utilized, this would alleviate congestion caused by on-street parking and would ensure off-street parking is available if action to remove on-street parking was required.

##### *Maximum Front Yard Coverage*

**This recommendation is that no more than 50% of the front portion of the property be used for parking or be impervious.** This recommendation is currently being implemented in “Area 5” as a result of the Southside Area Neighborhood Plan. It requires all parking be located within the areas described below:

1. Anywhere on the lot behind the structure with no limit on the size of the area;
2. Anywhere in the side yards of the lot with no limit on the size of the area; and,

3. An area located in front of the structure not to exceed a size equivalent to 50% of the front portion of the property. The front portion of the property is the area of the lot within the side lot lines, the front setback, and the public right-of-way line (see graphic). The square footage of parking allowed by this calculation may be located within or outside the boundary of the area used for calculations (see graphic). The portion of the driveway located between the front property line and structure shall be included in the maximum parking area square footage.



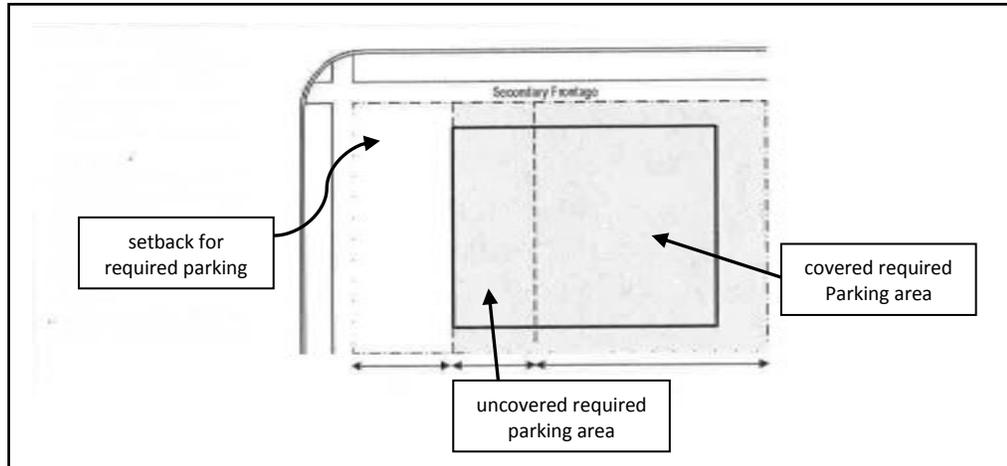
### Context Specific Recommendations

The Task Force has developed a set of recommendations for use in new development and other context specific settings to aid in reducing neighborhood parking problems. These recommendations are proactive approaches to parking problems that may arise. These recommendations are intended to maintain the certainty of access for emergency vehicles in neighborhoods while also providing sufficient parking opportunities for residents and additional traffic calming measures for pedestrians. The Task Force understands these recommendations provide benefits but may also introduce new challenges. Some of the recommendations will increase construction costs and some may decrease development yield of neighborhoods.

**The Task Force recommends minimum garage/required parking setbacks for new development and an additional solution, chosen from six recommended options described below.** Some solutions, such as narrow streets and parking removal with platting, require the provision of additional off-street parking measures to ensure adequate parking is available.

### ***NEW DEVELOPMENTS - Minimum Garage/Required Parking Setback (Mandatory)***

This practice requires garage and off-street parking areas intended to meet parking requirements, occur behind a specific point on the lot increasing the driveway length on each lot thereby providing additional off-street parking and avoiding blockage of sidewalks.



### ***Wide Streets (Option 1)***

Current local subdivision street standards generally include slower design speeds and a 27-foot wide pavement consisting of one 20-foot yield lane and varying 7-foot parking on both sides. Wider streets function similar to current collector street standards, which generally include higher design speeds and a 34-foot or wider pavement consisting of two 12-foot lanes and a 7-foot parking lane on both sides. If the street includes bike lanes then no parking is allowed on the street.

Wide streets allow for access through a street, even when high volumes of parked vehicles are present on both sides of the street. This also ensures that emergency access is maintained. Wide streets often induce higher travel speeds requiring traffic calming measures to improve safety and these roads are more costly to construct.

### ***Narrow Streets (Option 2)***

Current local subdivision street standards generally include slower design speeds and a 27-foot wide pavement consisting of one 20-foot yield lane and varying 7-foot parking on both sides. Streets may narrow to a 20-foot street width. In situations where a building is greater than 30-feet, a street adjacent to the structure must be at least 26-feet in width to allow access for aerial fire apparatus.

Narrow streets increase pedestrian and vehicular safety because they encourage slower traveling speeds. Narrow streets do not accommodate on-street parking, ensuring that emergency access is maintained. Narrow streets must be accompanied by alley fed off-street parking and/or overflow parking areas. Construction costs are lower for narrower streets but the savings is likely offset by the costs associated with required construction of alleys and overflow parking.

### ***Parking Removal with Platting (Option 3)***

This recommendation consists of parking removal on one or both sides of the street at the time of platting through Council action. Parking removal can be used in response to parking problems on existing streets to maintain certainty of emergency access. This option must be accompanied by other measures, such as overflow parking and minimum garage setbacks to provide adequate off-street parking.

### ***Alley-Fed Off-Street Parking (Option 4)***

Alleys are designed to provide access to the rear or side of a property and are generally 20-feet in width. They also may be used for public vehicular or utility access. Residential lots served by an alley should only have driveway access via the alley and provide ample off-street parking. Alley-fed parking areas help ensure adequate off-street parking exists, even if parking removal must occur on the streets in a development.

**Wide Lot Frontages (Option 5)**

Currently, R-1 Single-Family Residential zoning permits lots as narrow as 50-feet in width. This recommendation would require a minimum lot frontage of 70-feet decreasing the density within neighborhoods and increasing more on-street parking area in front of every lot. This option would decrease development yields.

**Overflow Parking Areas (Option 6)**

Overflow parking consists of remote parking facilities that are privately maintained and located outside of the right-of-way on private property, such as HOA common areas. These parking areas are provided in addition to minimum lot-based off-street parking requirements to increase off-street parking within a neighborhood. Overflow parking areas should be designed as part of a site’s overall design and may have multiple uses or be part of a larger community gathering area. To minimize the environmental impact of overflow parking, alternative paving may be used in these areas.

In summary, The Task Force recommends three solutions to aid in the reduction of neighborhood parking problems city-wide. These recommendations include:

- refine the current parking removal process to allow parking removal on one or both sides of a street per a recommendation from the City’s Traffic Management Team only if there is a verified safety concern,
- increase the off-street parking requirements based on the number of bedrooms provided, and
- require no more than 50% of the front portion of the property be used for parking or be impervious.

The Task Force also recommends for new developments:

- minimum garage/required parking setbacks.

In addition, new development would also be required to provide an additional solution, chosen from the following six recommended options:

- wide streets,
- narrow streets,
- parking removal with platting,
- alley-fed of-street parking,
- wide lot frontages, or
- overflow parking areas

Some solutions, such as narrow streets and parking removal with platting, would require the provision of additional off-street parking measures to ensure adequate parking is available.

**Additional Issues**

The Task Force scope only addresses the emergency assess portion of on-street parking concerns. The recommendations provided by the Task Force do not solve other neighborhood problems stemming from increased densities in single-family neighborhoods. At some point, it may be necessary to discuss solutions aimed at decreasing the population density in these areas. This may include considering options to reduce rental conversions through revised subdivision regulations and city ordinances reducing the number of unrelated persons in single-family residences.

**Next Steps**

If the City Council approves the recommendations given by the Task Force, City Staff would begin to create ordinances to address the concerns outlined above. Public hearings would be held beginning in the spring, to gather additional input from the community regarding the ordinance language. It is anticipated that ordinance amendments may be presented to the Planning and Zoning Commission for recommendation and then to City Council for final action in the summer.

## Stakeholder Meeting

Neighborhood Parking Joint Task Force

September 26, 2012

3:30 p.m.

College Station Council Chambers

Name	Address	Email Address
Sarah Franke	3702 Bridle Trails Ct, CS 77845	frankefamily@suddenlink.net
Dennis Anderson	3210 Westchester 77845	dennisanderson@suddenlink.net
Debbie Brinks	1408 Lawlor SS 77840	dobbie_mackay@yahoo.com
Mary Ellen Bell	1406 Lawlor C.S. 77840	mbsalembridge@gmail.com
Lorraine Allen	3618 VIENNA CS 77845	LFAEEMAN@ATTNORWK.COM
Sharon McCawley		Sharon@bcsaa.com
Steve Strong		s2strong@gmail.com
84 Novata Siebert	1101 Quadaampere St C.S.	
Brunnerbuch	1309 FOXFIRE	bbuck@CSTX.GA.
Cindy Kovar	1501 Lawyers St CS	mckovar@txcyber.com
Hugh Lindsay	400 W Acton CS	
Jack Gressett	1606 Panther Ln. C.S.	jack@admaitx.com

### Stakeholder Meeting

Neighborhood Parking Joint Task Force

November 14, 2012

4:00 p.m.

College Station Council Chambers

Name	Address	Email Address
Barbara McCannon	1506 Gaudill, C.S.	bsmcs@yahoo.com
Caleb Venable	9405 Justin Ave. C.S.	calebvenable@gmail.com
Buck Drevitt	2302 Seathrey Ct CS 77845	AG60BUCK@AOL.COM
Shanna Yates	2100 Langford CS 77840	
Lohan Freeman	3618 USUNA DR CS 77845	
Patty Busmire	30 PARTI LYNN HST 77024	pattybusmire@aol.com
GREG HEPCEN	1292c HAUSER HST 77024	G14HPER12@AOL.COM
Sharon McCawley	B/CS APT ASOC	Sharon@bcsaa.com
Shirley Dupriest	400 Fairview	dupriestf@gmail.com
ROTHLIES	2917 Cammie	milesconstruction@gmail.com
Michael Beckwear	2809 Lina Hwy. ST	
C.O. PATTERSON	715 Park Plaza	COP@MAIL.BIRD, TAMU. BLD
Nest Turbiville	1208 Skidgfield	nturbiville@gmail.com
Hugh Lindsay	400 WILSON DR	
Rose Selman	230 South West Pkwy East, CS	roseselman@besbuilders.org
TERRANCE MURPHY		terrance.murphy@gmail.com
Steve Sharp		

**February 28, 2013**  
**Regular Agenda Item No. 2**  
**Public Utility Easement Abandonments – 301 Southwest Parkway**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.006 acre public utility easement, a 0.006 acre public utility easement, and a 0.072 acre public utility easement located on Lot 2R of the William Brooke Hunter Estates Subdivision according to the plat recorded in Volume 7627, Page 19 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.

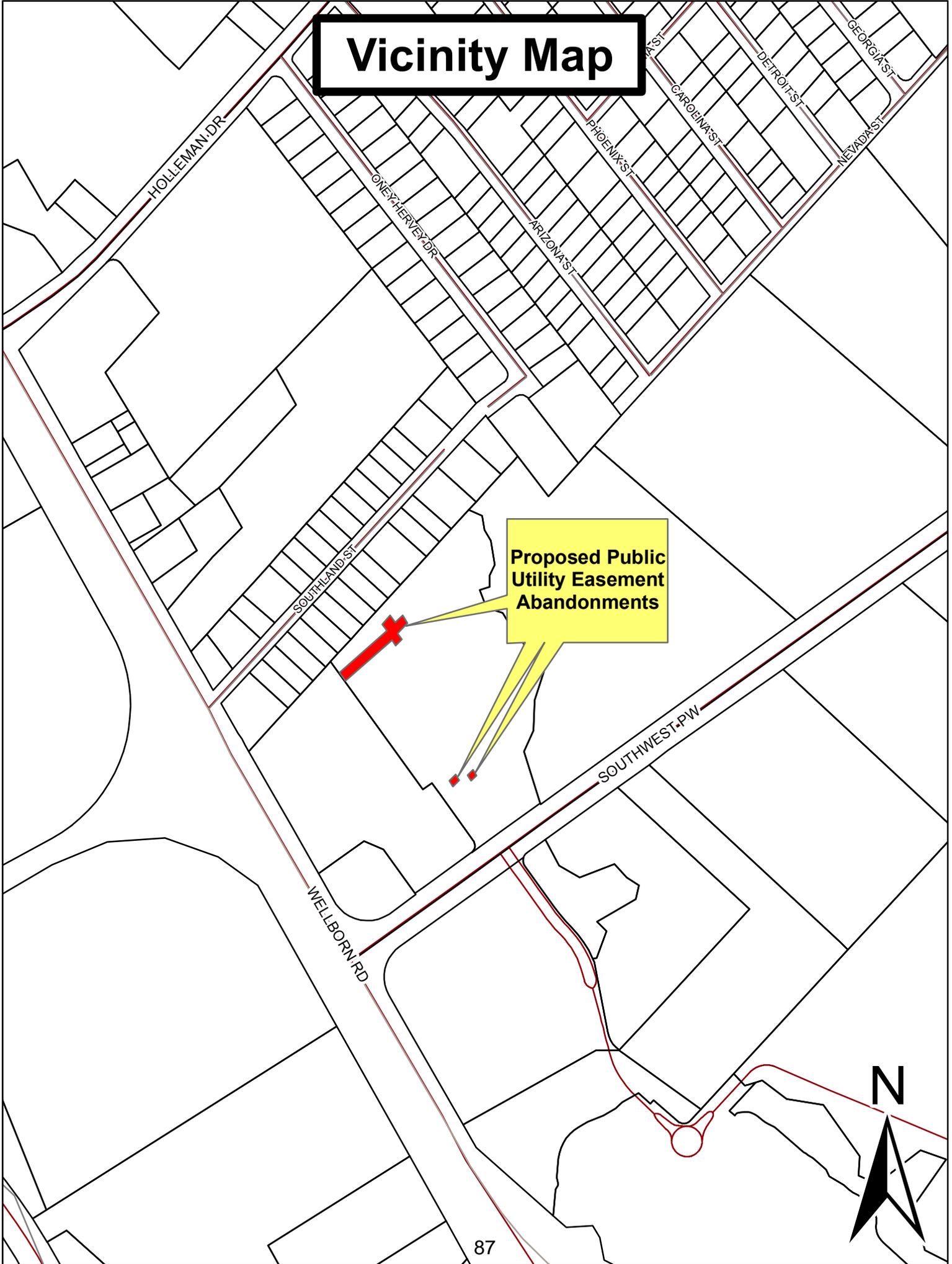
The 0.006 acre, 0.006 acre, and 0.072 acre public utility easements to be abandoned are located on Lot 2R of the William Brooke Hunter Estates Subdivision according to the plat recorded in Volume 7627, Page 19 of the Deed Records of Brazos County, Texas.

**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

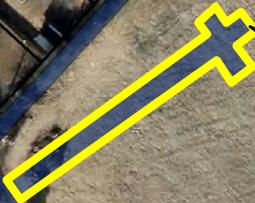


**Proposed Public  
Utility Easement  
Abandonments**



# Location Map

SOUTHLAND ST



**Proposed 0.072 Acre  
PUE Abandonment**

**Proposed 0.006 Acre  
PUE Abandonment**



**Proposed 0.006 Acre  
PUE Abandonment**

SOUTHWEST PW

WELLBORN RD



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.006 ACRE PUBLIC UTILITY EASEMENT, A 0.006 ACRE PUBLIC UTILITY EASEMENT, AND A 0.072 ACRE PUBLIC UTILITY EASEMENT LOCATED ON LOT 2R OF THE WILLIAM BROOKE HUNTER ESTATES SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 7627, PAGE 19 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 0.006 acre public utility easement, a 0.006 acre public utility easement, and a 0.072 acre public utility easement located on lot 2r of the William Brooke Hunter Estates Subdivision according to the plat recorded in Volume 7627, Page 19 of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Easements"); and

WHEREAS, in order for the Easements 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 easements 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 Easements;
3. There is no anticipated future public need or use for the Easements;
4. Abandonment of the Easements will not impact access for all public utilities to serve current and future customers;

PART 2: That the Easements 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 \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

Carla A Robinson  
City Attorney

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
OF A  
0.072 ACRE TRACT  
LOT 2R  
WILLIAM BROOKE HUNTER ESTATES  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF LOT 2R WILLIAM BROOKE HUNTER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 7627, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

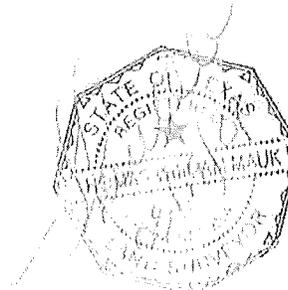
COMMENCING AT A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF LOT 1R WILLIAM BROOKE HUNTER ESTATES, AND THE WEST CORNER OF LOT 2R OF THE WILLIAM BROOKE HUNTER ESTATES;

**THENCE:** S 35° 39' 25" E ALONG THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 26.35 FEET TO A POINT

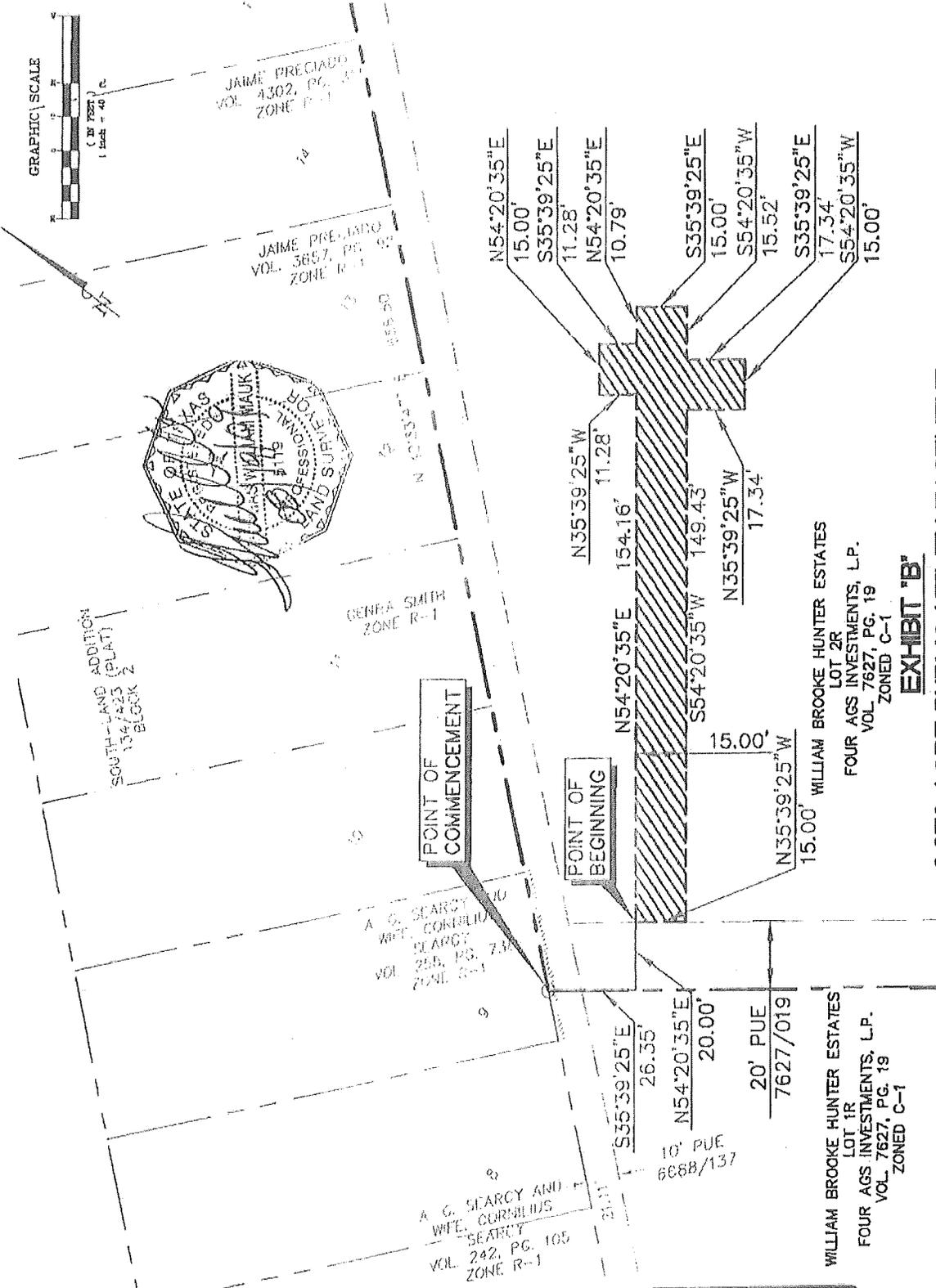
**THENCE:** N 54° 20' 35" E DEPARTING THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 54° 20' 35" E FOR A DISTANCE OF 154.16 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W FOR A DISTANCE OF 11.28 FEET TO A POINT FOR A CORNER;  
N 54° 20' 35" E FOR A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E FOR A DISTANCE OF 11.28 FEET TO A POINT FOR A CORNER;  
N 54° 20' 35" E FOR A DISTANCE OF 10.79 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E FOR A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W FOR A DISTANCE OF 15.52 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E FOR A DISTANCE OF 17.34 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W FOR A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W FOR A DISTANCE OF 17.34 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W FOR A DISTANCE OF 149.43 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 0.072 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM  
SHOWN HEREIN IS BASED ON THE COMMON LINE BETWEEN LOTS 1R AND 2R

ON THE PLAT OF WILLIAM BROOKE HUNTER ESTATES RECORDED IN VOLUME  
7627 PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

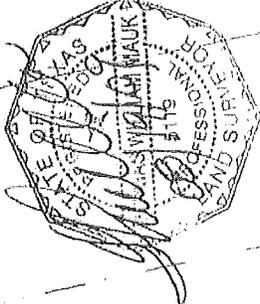


GRAPHIC SCALE  
(30 FEET)  
1" = 40'



JAIMÉ PRECIADO  
VOL. 4302, PG. 30  
ZONE R-1

JAIMÉ PRECIADO  
VOL. 3857, PG. 92  
ZONE R-1



SOUTH-LAND ADDITION  
134/823 (PLAT)  
BLOCK 2

GENEA SMITH  
ZONE R-1

POINT OF COMMENCEMENT

POINT OF BEGINNING

A. G. SEARCY AND  
WIFE, CORNELIUS  
SEARCY  
VOL. 256, PG. 73  
ZONE R-1

A. G. SEARCY AND  
WIFE, CORNELIUS  
SEARCY  
VOL. 242, PG. 105  
ZONE R-1

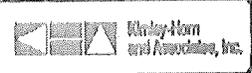
N54°20'35"E 15.00'  
S35°39'25"E 11.28'  
N54°20'35"E 10.79'

N35°39'25"W 11.28'  
N54°20'35"E 154.16'  
S54°20'35"W 149.43'  
N35°39'25"W 17.34'

S35°39'25"E 15.00'  
S54°20'35"W 15.52'  
S35°39'25"E 17.34'  
S54°20'35"W 15.00'

15.00' N35°39'25"W  
15.00' WILLIAM BROOKE HUNTER ESTATES  
LOT 2R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

26.35'  
N54°20'35"E 20.00'  
20' PUE 7627/019  
WILLIAM BROOKE HUNTER ESTATES  
LOT 1R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1



**0.072 ACRE PUBLIC UTILITY EASEMENT**

**EXHIBIT 'B'**

See plat references and notes on page 1.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
OF A  
0.006 ACRE TRACT  
LOT 2R  
WILLIAM BROOKE HUNTER ESTATES  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION OF A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 2R WILLIAM BROOKE HUNTER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 7627, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE NORTH WEST LINE OF SOUTHWEST PARKWAY ( 80' R.O.W.) MARKING THE SOUTHERLY MOST CORNER OF SAID LOT 2R AND THE EAST CORNER OF LOT 1R OF WILLIAM BROOKE HUNTER ESTATES;

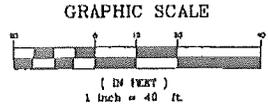
**THENCE:** ALONG THE COMMON LINE OF SAID LOT 2R AND SAID LOT 1R FOR THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 09 20' 35" E - 35.36 FEET ) TO THE END OF SAID CURVE;

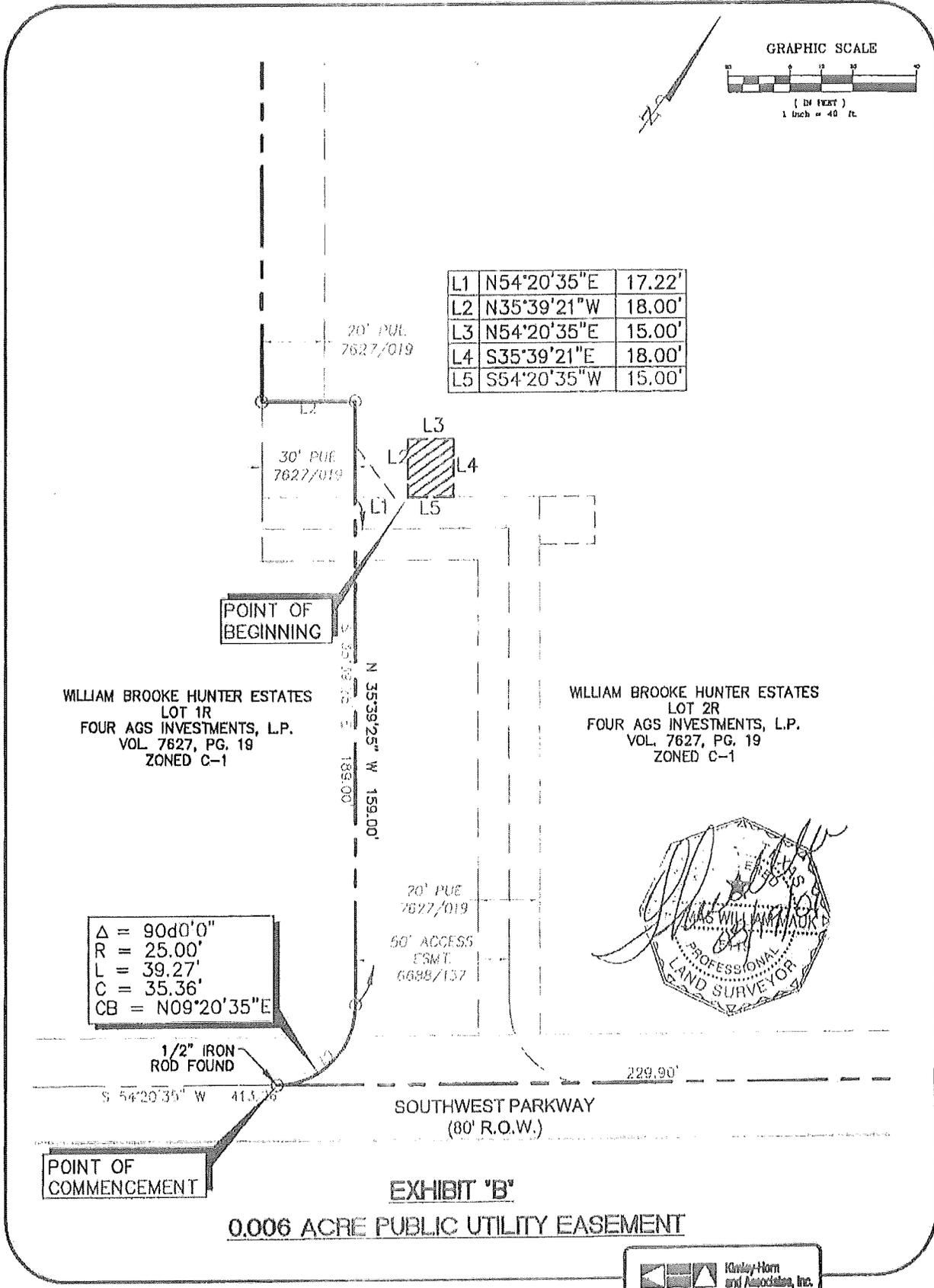
N 35° 39' 25" W FOR A DISTANCE OF 159.00 FEET;

**THENCE:** N 54° 20' 35" E DEPARTING THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 17.22 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 35° 39' 21" W A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
N 54° 20' 35" E A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 35° 39' 21" E A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 0.006 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE COMMON LOT LINE BETWEEN LOTS 1R AND 2R AS SHOWN ON THE PLAT OF WILLIAM BROOKE HUNTER ESTATES, RECORDED IN VOLUME 7627 PAGE 19, OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.



L1	N54°20'35"E	17.22'
L2	N35°39'21"W	18.00'
L3	N54°20'35"E	15.00'
L4	S35°39'21"E	18.00'
L5	S54°20'35"W	15.00'



WILLIAM BROOKE HUNTER ESTATES  
 LOT 1R  
 FOUR AGS INVESTMENTS, L.P.  
 VOL. 7627, PG. 19  
 ZONED C-1

WILLIAM BROOKE HUNTER ESTATES  
 LOT 2R  
 FOUR AGS INVESTMENTS, L.P.  
 VOL. 7627, PG. 19  
 ZONED C-1

Δ = 90d0'0"  
 R = 25.00'  
 L = 39.27'  
 C = 35.36'  
 CB = N09°20'35"E



POINT OF COMMENCEMENT

EXHIBIT "B"

0.006 ACRE PUBLIC UTILITY EASEMENT

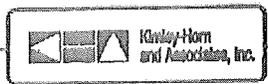
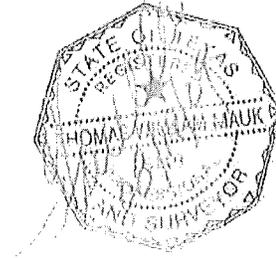


EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
OF A  
0.006 ACRE TRACT  
LOT 2R  
WILLIAM BROOKE HUNTER ESTATES  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION OF A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF LOT 2R WILLIAM BROOKE HUNTER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 7627, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**COMMENCING** AT A ½ INCH IRON ROD FOUND ON THE NORTH WEST LINE OF SOUTHWEST PARKWAY ( 80' R.O.W.) MARKING THE SOUTHERLY MOST CORNER OF SAID LOT 2R AND THE EAST CORNER OF LOT 1R OF WILLIAM BROOKE HUNTER ESTATES;

**THENCE:** ALONG THE COMMON LINE OF SAID LOT 2R AND SAID LOT 1R FOR THE FOLLOWING CALLS:

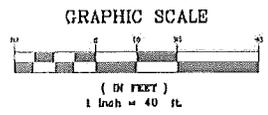
ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 09 20' 35" E - 35.36 FEET ) TO THE END OF SAID CURVE;

N 35° 39' 25" W FOR A DISTANCE OF 159.00 FEET;

N 54° 20' 35" E DEPARTING THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

:

**THENCE:** N 54° 20' 35" E A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 0.006 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE COMMON LOT LINE BETWEEN LOTS 1R AND 2R AS SHOWN ON THE PLAT OF WILLIAM BROOKE HUNTER ESTATES, VOLUME 7627 PAGE 19, OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.



20' PUE  
7627/019

30' PUE  
7627/019

POINT OF BEGINNING

L1	N54°20'35"E	60.00'
L2	N54°20'35"E	18.00'
L3	S35°39'25"E	15.00'
L4	S54°20'35"W	18.00'
L5	N35°39'25"W	15.00'

WILLIAM BROOKE HUNTER ESTATES  
LOT 1R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

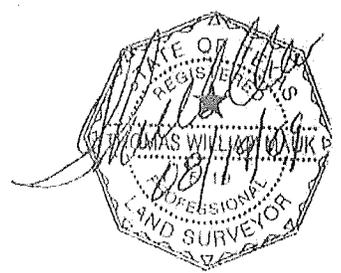
WILLIAM BROOKE HUNTER ESTATES  
LOT 2R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

$\Delta = 90d0'0''$   
R = 25.00'  
L = 39.27'  
C = 35.36'  
CB = N09°20'35"E

1/2" IRON  
ROD FOUND

20' PUE  
7627/019

50' ACCLSS  
LSM L  
6688/157



S 54°20'35" W 413.26'

SOUTHWEST PARKWAY  
(80' R.O.W.)

POINT OF COMMENCEMENT

EXHIBIT 'B'

0.006 ACRE PUBLIC UTILITY EASEMENT



EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
OF A  
0.072 ACRE TRACT  
LOT 2R  
WILLIAM BROOKE HUNTER ESTATES  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 2R WILLIAM BROOKE HUNTER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 7627, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**COMMENCING** AT A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF LOT 1R WILLIAM BROOKE HUNTER ESTATES, AND THE WEST CORNER OF LOT 2R OF THE WILLIAM BROOKE HUNTER ESTATES;

**THENCE:** S 35° 39' 25" E ALONG THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 26.35 FEET TO A POINT

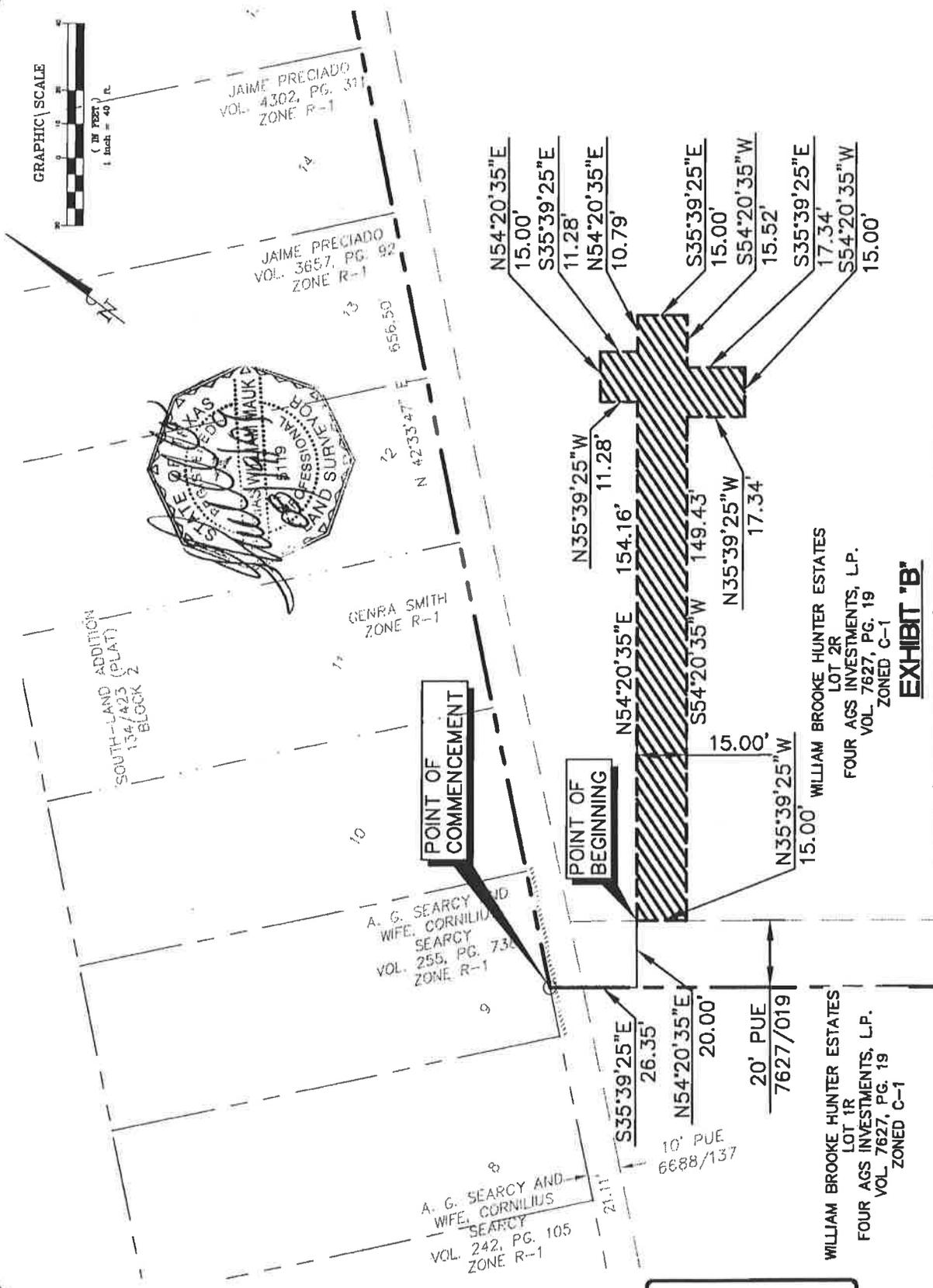
**THENCE:** N 54° 20' 35" E DEPARTING THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 54° 20' 35" E FOR A DISTANCE OF 154.16 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W FOR A DISTANCE OF 11.28 FEET TO A POINT FOR A CORNER;  
N 54° 20' 35" E FOR A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E FOR A DISTANCE OF 11.28 FEET TO A POINT FOR A CORNER;  
N 54° 20' 35" E FOR A DISTANCE OF 10.79 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E FOR A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W FOR A DISTANCE OF 15.52 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E FOR A DISTANCE OF 17.34 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W FOR A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W FOR A DISTANCE OF 17.34 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W FOR A DISTANCE OF 149.43 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W FOR A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**  
CONTAINING 0.072 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE COMMON LINE BETWEEN LOTS 1R AND 2R

ON THE PLAT OF WILLIAM BROOKE HUNTER ESTATES RECORDED IN VOLUME  
7627 PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.



GRAPHIC SCALE  
(IN FEET)  
1 inch = 40'



SOUTH-LAND ADDITION  
134/423 (PLAT)  
BLOCK 2



JAIME PRECIADO  
VOL. 4302, PG. 311  
ZONE R-1

JAIME PRECIADO  
VOL. 3857, PG. 92  
ZONE R-1

GENRA SMITH  
ZONE R-1

POINT OF  
COMMENCEMENT

POINT OF  
BEGINNING

A. G. SEARCY AND  
WIFE, CORNILIUS  
SEARCY  
VOL. 255, PG. 73  
ZONE R-1

A. G. SEARCY AND  
WIFE, CORNILIUS  
SEARCY  
VOL. 242, PG. 105  
ZONE R-1

WILLIAM BROOKE HUNTER ESTATES  
LOT 2R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

WILLIAM BROOKE HUNTER ESTATES  
LOT 1R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

EXHIBIT 'B'

### 0.072 ACRE PUBLIC UTILITY EASEMENT



Plot: P:\031\_Smith\031\_0000A\_0903179\_S02\_Plan\0006tblsides.dwg 3/27/2009 11:18am  
User: k4406 Kinley-Horn and Associates, Inc.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
OF A  
0.006 ACRE TRACT  
LOT 2R  
WILLIAM BROOKE HUNTER ESTATES  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION OF A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 2R WILLIAM BROOKE HUNTER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 7627, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**COMMENCING** AT A ½ INCH IRON ROD FOUND ON THE NORTH WEST LINE OF SOUTHWEST PARKWAY ( 80' R.O.W.) MARKING THE SOUTHERLY MOST CORNER OF SAID LOT 2R AND THE EAST CORNER OF LOT 1R OF WILLIAM BROOKE HUNTER ESTATES;

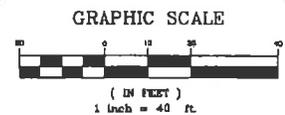
**THENCE:** ALONG THE COMMON LINE OF SAID LOT 2R AND SAID LOT 1R FOR THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 09 20'35" E – 35.36 FEET ) TO THE END OF SAID CURVE;

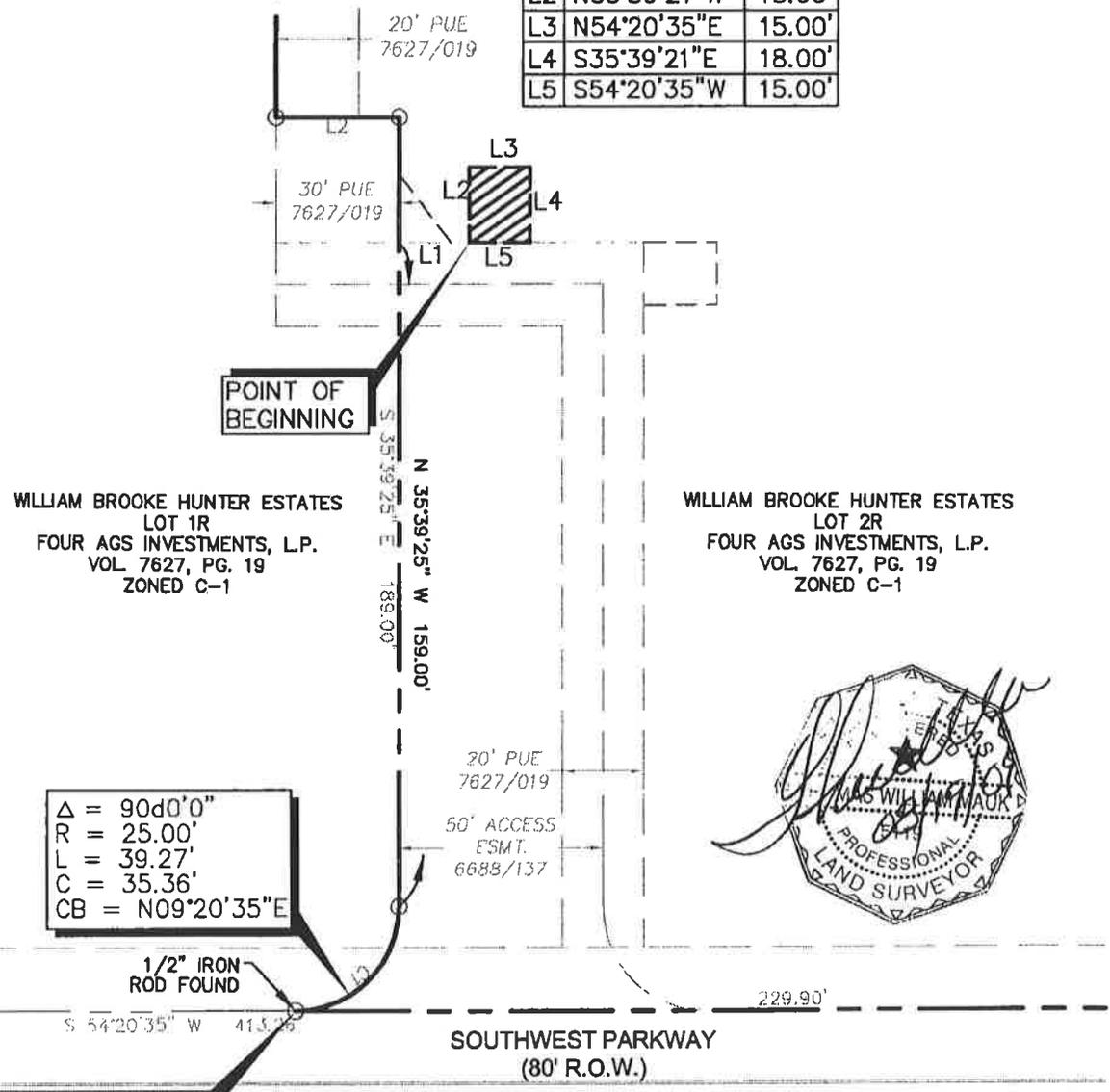
N 35° 39'25" W FOR A DISTANCE OF 159.00 FEET;

**THENCE:** N 54° 20' 35" E DEPARTING THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 17.22 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 35° 39'21" W A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
N 54° 20'35" E A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 35° 39'21" E A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
S 54° 20'35" W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 0.006 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE COMMON LOT LINE BETWEEN LOTS 1R AND 2R AS SHOWN ON THE PLAT OF WILLIAM BROOKE HUNTER ESTATES, RECORDED IN VOLUME 7627 PAGE 19, OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.



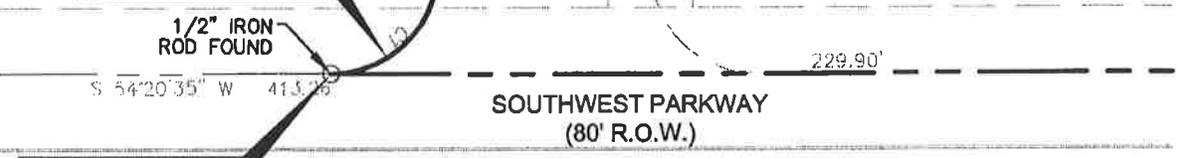
L1	N54°20'35"E	17.22'
L2	N35°39'21"W	18.00'
L3	N54°20'35"E	15.00'
L4	S35°39'21"E	18.00'
L5	S54°20'35"W	15.00'



WILLIAM BROOKE HUNTER ESTATES  
LOT 1R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

WILLIAM BROOKE HUNTER ESTATES  
LOT 2R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

$\Delta = 90d0'0''$   
R = 25.00'  
L = 39.27'  
C = 35.36'  
CB = N09°20'35"E



POINT OF COMMENCEMENT

**EXHIBIT 'B'**  
**0.006 ACRE PUBLIC UTILITY EASEMENT**



EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
OF A  
0.006 ACRE TRACT  
LOT 2R  
WILLIAM BROOKE HUNTER ESTATES  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION OF A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 2R WILLIAM BROOKE HUNTER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 7627, PAGE 19 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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**THENCE:** ALONG THE COMMON LINE OF SAID LOT 2R AND SAID LOT 1R FOR THE FOLLOWING CALLS:

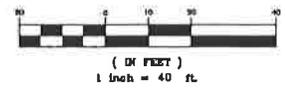
ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET (CHORD BEARS: N 09 20' 35" E -- 35.36 FEET ) TO THE END OF SAID CURVE;

N 35° 39' 25" W FOR A DISTANCE OF 159.00 FEET;

N 54° 20' 35" E DEPARTING THE COMMON LINE OF SAID LOT 1R AND LOT 2R FOR A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 54° 20' 35" E A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
S 35° 39' 25" E A DISTANCE OF 15.00 FEET TO A POINT FOR A CORNER;  
S 54° 20' 35" W A DISTANCE OF 18.00 FEET TO A POINT FOR A CORNER;  
N 35° 39' 25" W A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**  
CONTAINING 0.006 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE COMMON LOT LINE BETWEEN LOTS 1R AND 2R AS SHOWN ON THE PLAT OF WILLIAM BROOKE HUNTER ESTATES, VOLUME 7627 PAGE 19, OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

GRAPHIC SCALE



20' PUE  
7627/019

30' PUE  
7627/019

POINT OF BEGINNING

L1	N54°20'35"E	60.00'
L2	N54°20'35"E	18.00'
L3	S35°39'25"E	15.00'
L4	S54°20'35"W	18.00'
L5	N35°39'25"W	15.00'

WILLIAM BROOKE HUNTER ESTATES  
LOT 1R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

WILLIAM BROOKE HUNTER ESTATES  
LOT 2R  
FOUR AGS INVESTMENTS, L.P.  
VOL. 7627, PG. 19  
ZONED C-1

N 35°39'25" W 159.00'  
S 35°39'25" E 189.00'

20' PUE  
7627/019

50' ACCESS  
ESMT.  
6688/137

Δ = 90d0'0"  
R = 25.00'  
L = 39.27'  
C = 35.36'  
CB = N09°20'35"E



1/2" IRON  
ROD FOUND

S 54°20'35" W 413.26'

229.90'

SOUTHWEST PARKWAY  
(80' R.O.W.)

POINT OF COMMENCEMENT

**EXHIBIT 'B'**  
**0.006 ACRE PUBLIC UTILITY EASEMENT**



**February 28, 2013**  
**Regular Agenda Item No. 3**  
**301 Southwest Parkway Rezoning**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 6.326 acres located at 301 Southwest Parkway from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** The Planning and Zoning Commission considered this item at their February 21, 2013 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

**Summary:** This request is to revise the previously approved PDD Planned Development District to amend the Concept Plan.

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

**REVIEW CRITERIA**

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Urban and Natural Areas – Reserved on the Comprehensive Plan Future Land Use and Character Map. The proposed rezoning to multi-family is consistent with this designation.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The existing zoning and conforming uses of nearby property are consistent with the proposed use. The proposed multi-family use specified in the PDD is compatible with existing multi-family developments that exist primarily along Southwest Parkway from Welsh Avenue to Wellborn Road. In addition, multi-family uses can serve as a step down intensity from more intense commercial development.

The subject property and the adjacent multi-family development to the east are bound by 100-year floodplain and floodway. There is known flooding in the area. In order to prevent further flooding issues, staff and the applicant have studied the impacts the proposed floodplain revisions will have on this property and the surrounding area.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD would permit the development of multi-family dwelling units. The property is suitable for the development of multi-family uses. In addition, preliminary flood data has been prepared by the applicant to confirm the location and impact of the revised floodplain.

A portion of the property is proposed to remain undeveloped, to function in its natural state, as floodplain with the exception of a proposed multi-use path as shown on the Bicycle, Pedestrian and Greenways Master Plan. The proposed Concept Plan depicts revisions to the floodplain in order to construct a pool, office structure, parking, and portion of one residential building in the existing 100-year floodplain. A revised floodplain study has been submitted by the applicant, and analysis has been completed to determine that these structures will not adversely impact the floodplain and surrounding properties.

- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned PDD Planned Development District, which allows for the development of multi-family uses. Any planned development on the subject property will be required to utilize the shared driveway access off of Southwest Parkway that currently exists.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property can currently be marketed under the existing PDD Planned Development District zoning. However, special planning should be done with regard to the existing floodplain located on the property.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch water main available to serve this property. Sanitary sewer service to the property is available via an existing 10-inch main. Drainage is mainly to the east within the drainage basin of Bee Creek Tributary B. The property is partially encumbered by 100-year floodplain and floodway. All utilities shall be designed in accordance with BCS Unified Design Guidelines at the time of site development. Access to the property is available through Southwest Parkway or an existing 50-foot Access Easement with the adjacent property to the west. Existing utilities and access are adequate for the proposed use at this time. In addition, as a condition for approval staff is recommending a public access easement be provided to accommodate the multi-use path and a drainage easement be provided from the terminus of the multi-use path to the property line.

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

The following land uses are proposed for the PDD: natural areas of floodplain and open space; and multi-family residential units consisting of approximately 12 dwelling units per acre. The stated purpose statement of the PDD is as follows:

“The purpose of the PDD is to build a multi-family development. The project will preserve the floodplain as open space and dedicate and develop a multi-use path as shown on the Bicycle, Pedestrian, and Greenways Master Plan. The development will meet neighborhood protection standards to protect the single-family development to the north.”

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

**The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;** The applicant has proposed a multi-family residential land use, which conforms to the existing character along the segment of Southwest Parkway from Welsh Avenue to Wellborn Road. The majority of

property within this area is developed as some form of multi-family dwelling.

The Concept Plan calls for the preservation of the flood plain as open space, with the exception of a multi-use path. The applicant has proposed a revised floodplain line in order to accommodate additional structures and a multi-use path on the property. A revised flood study has been completed, and the resulting data shows the Concept Plan will be sustainable and in harmony with the character of the surrounding area.

- 1. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The proposed Concept Plan is in conformity with the objectives of the Comprehensive Plan. The applicant has completed an additional flood study to be sensitive to the surrounding developments. Approximately a third of the property is in the floodplain and should remain undeveloped as open space with the exception of the proposed multi-use path. The applicant has provided the necessary data to ensure that the floodplain will be adequately preserved and not adversely impact surrounding properties. In addition, the Concept Plan proposes the development and dedication of a multi-use path as shown on the City's Bicycle, Pedestrian and Greenways Master Plan, and will be required to restore removed vegetation with appropriate native species.
- 2. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed development will not adversely affect the adjacent developments. Data has been provided through the revised floodplain study which states flooding issues will be not increased with the construction of this development.
- 3. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** The proposed development will take access to Southwest Parkway via a shared driveway access with the Southwest Crossing shopping center to the west and have at least one central access point within the development to the multi-use path.
- 4. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** The development includes the dedication and development of a multi-use path as shown on the Bicycle, Pedestrian and Greenways Master Plan. In addition, a public access easement will be provided to accommodate the multi-use path. At the April 13, 2010 Parks and Recreation Advisory Board meeting, the Board approved the request to allocate a portion of Parkland Dedication funds towards the development and construction of the multi-use path.
- 5. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** The Concept Plan proposes modifications to the existing floodplain. The applicant has provided revised floodplain data to show this development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.
- 6. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** The increased number of trips of 33 vehicles at the peak hour will have minimal affect on the transportation system and No Traffic Impact Analysis (TIA) will be required. However, due to the location of the proposed multi-use path, mid block safety improvements will have to be provided such as a raised median for pedestrian refuge, signage, pavement markers and pedestrian flashers. This improvement would also help

with the current safety concern of students crossing at this location for the existing bus stop. These improvements will be the responsibility of the City to provide at a future date.

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

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Rezoning Map
4. Existing Concept Plan (adopted on 7/8/2010, ordinance no. 3256)
5. Concept Plan
6. Ordinance

**BACKGROUND INFORMATION**

**NOTIFICATIONS**

Advertised Commission Hearing Date: February 7, 2013  
 Advertised Council Hearing Dates: February 28, 2013

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

None

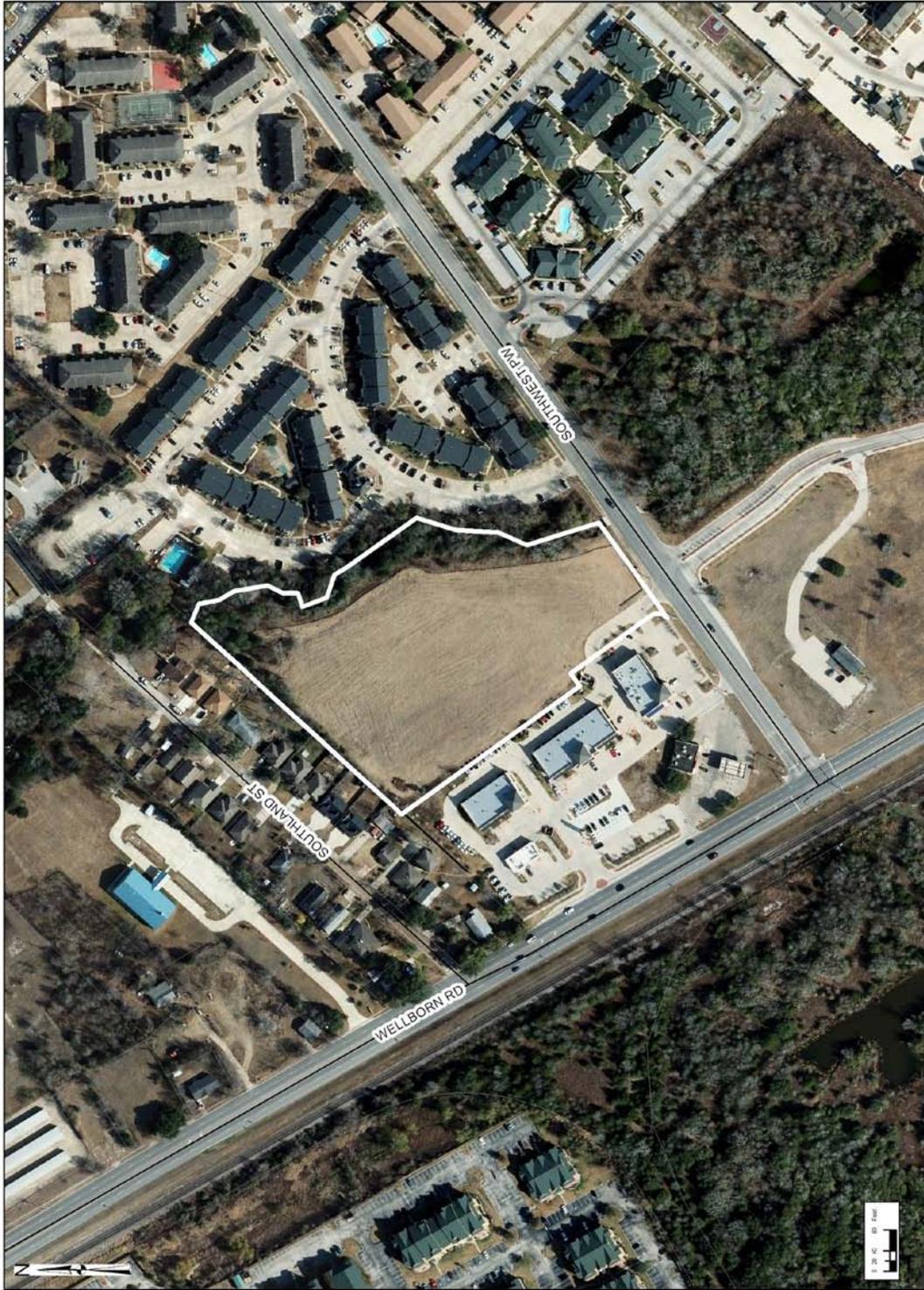
Property owner notices mailed: 29  
 Contacts in support: None  
 Contacts in opposition: None  
 Inquiry contacts: 2

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	General Suburban	R-1 Single-Family Residential	single-family residences, Southland Subdivision
<b>South (across Southwest Parkway)</b>	General Commercial and Natural Areas – Reserved	PDD Planned Development District	undeveloped
<b>East</b>	Natural Areas – Reserved, Urban	R-4 Multi-Family	apartment complex
<b>West</b>	General Commercial	GC General Commercial	shopping center

**DEVELOPMENT HISTORY**

**Annexation:** 1969  
**Zoning:** R-1 Single-Family Residential upon annexation (1969),  
 R-1 Single-Family Residential to C-1 General Commercial (1975)  
 C-1 General Commercial to PDD Planned Development District (2010)  
**Final Plat:** Subject property was final platted as part of William Brooke Hunter Estates in 2004 and subsequently replatted in 2006.  
**Site development:** A portion of the property has been developed as a driveway access for the existing Southwest Crossing shopping center. In 2009, portions of the site, including part of the Natural Areas – Reserved, were graded and filled to accommodate commercial development.



REZONING  
Case: 12-247

COPPER CREEK CONDOS

DEVELOPMENT REVIEW





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

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

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

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

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

PASSED, ADOPTED and APPROVED this 28<sup>th</sup> day of February, 2013.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

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

The following property is rezoned from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan:

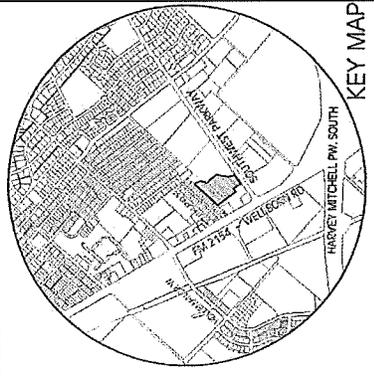
Lot 2R, William Brooke Hunter Estates Subdivision

**EXHIBIT "B"**

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

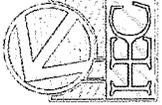
“The purpose of the PDD is to build a multi-family development. The project will preserve the floodplain as open space and dedicate and develop a multi-use path as shown on the Bicycle, Pedestrian, and Greenways Master Plan. The development will meet the Neighborhood Protection Standards to protect the single-family development to the north.”

The Concept Plan proposes the R-4 Multi-Family Zoning District Regulations as the base zoning district.



**KEY MAP**

**NOTES:**  
 A PORTION OF LOT 2R IS LOCATED INSIDE THE 100 YEAR FLOOD PLAN, AS IDENTIFIED BY THE KIMLEY-HORN STUDY.  
 ALL PARKING TO BE ARTIFICIALLY LIT WITH NO AMBIENT LIGHT BEYOND THE PROPERTY LINE. THE NEED FOR CANOPY TREES IN LEU OF NON-CANOPY TREES WILL BE DETERMINED AT SITE PLAN.  
 TWO-STORY BUILDINGS, MULTIFAMILY, QUARTERS, PARKS, USE TO BE LOCATED CONSISTENT WITH THE NORTH PROPERTY LINE. REAR SCREENS ON NORTH PROPERTY LINE TO BE 100 PERCENT OPAQUE FOR THE FIRST THREE (3) FEET IN HEIGHT.  
 95 PERCENT OF THE FENCING ALONG THE CREEK / OPEN SPACE WILL ALLOW FOR VISIBILITY INTO THE OPEN SPACE AREA.  
 APPROXIMATE DENSITY 12 DWELLING UNITS PER ACRE BASED ON 4.5 DEVELOPABLE ACRES. FINAL DENSITY TO BE DETERMINED AT SITE PLAN STAGE.  
 MULTIPLE PATH ROUTES AND AMENITIES TO BE DETERMINED AS PART OF THE SITE PLAN. LOCATIONS FOR PEDESTRIAN ACCESS TO THE MULTIPHASE PART AND TO THE ADJACENT COMMERCIAL SITE WILL BE DETERMINED AS PART OF THE SITE PLAN REVIEW.  
 IN THE EVENT STRUCTURES AND PARKING ARE PLACED IN THE EXISTING FLOOD PLAIN, ALL PLANT RESTORATION PROPOSALS MUST BE COMPLETED BY A CERTIFIED ARBORIST OR LANDSCAPE ARCHITECT AS PART OF THE SITE PLAN REVIEW.



**PDD PURPOSE STATEMENT**  
 THE PURPOSE OF THE PDD IS TO BUILD A MULTIFAMILY DEVELOPMENT. THE PROJECT WILL PRESERVE THE FLOODPLAIN AS OPEN SPACE AND DEDICATE AND DEVELOPE A MULTIPLE USE PATH AS SHOWN ON THE CYCLE, PEDESTRIAN & GREENWAYS MASTER PLAN.  
 THE DEVELOPMENT WILL MEET THE NEIGHBORHOOD PROTECTION STANDARDS TO PROTECT THE SINGLE FAMILY DEVELOPMENT TO THE NORTH.

NUMBER OF DWELLING UNITS = 53.  
 BASE ZONING DISTRICT - R4

**CONCEPT PLAN  
 COPPER CREEK CONDOS**

6.326 ACRES  
 LOT 2R

WILLIAM BROOKE HUNTER ESTATES  
 CRAWFORD BURNETT LEAGUE A-7  
 501 SOUTHWEST PARKWAY  
 COLLEGE STATION, BRAZOS COUNTY, TEXAS  
 FEBRUARY 12, 2013

**OWNERS:**

ANGEL CACHO-NEGRETTE  
 2107 JOSEPH CREEK COURT  
 COLLEGE STATION, TEXAS 77845

**APPLICANT:**

ALTON OFCZARZAK, MANAGING MEMBER  
 TDC MANAGEMENT, LP  
 4060 HIGHWAY 6 SOUTH  
 COLLEGE STATION, TEXAS 77845  
 979-690-1504

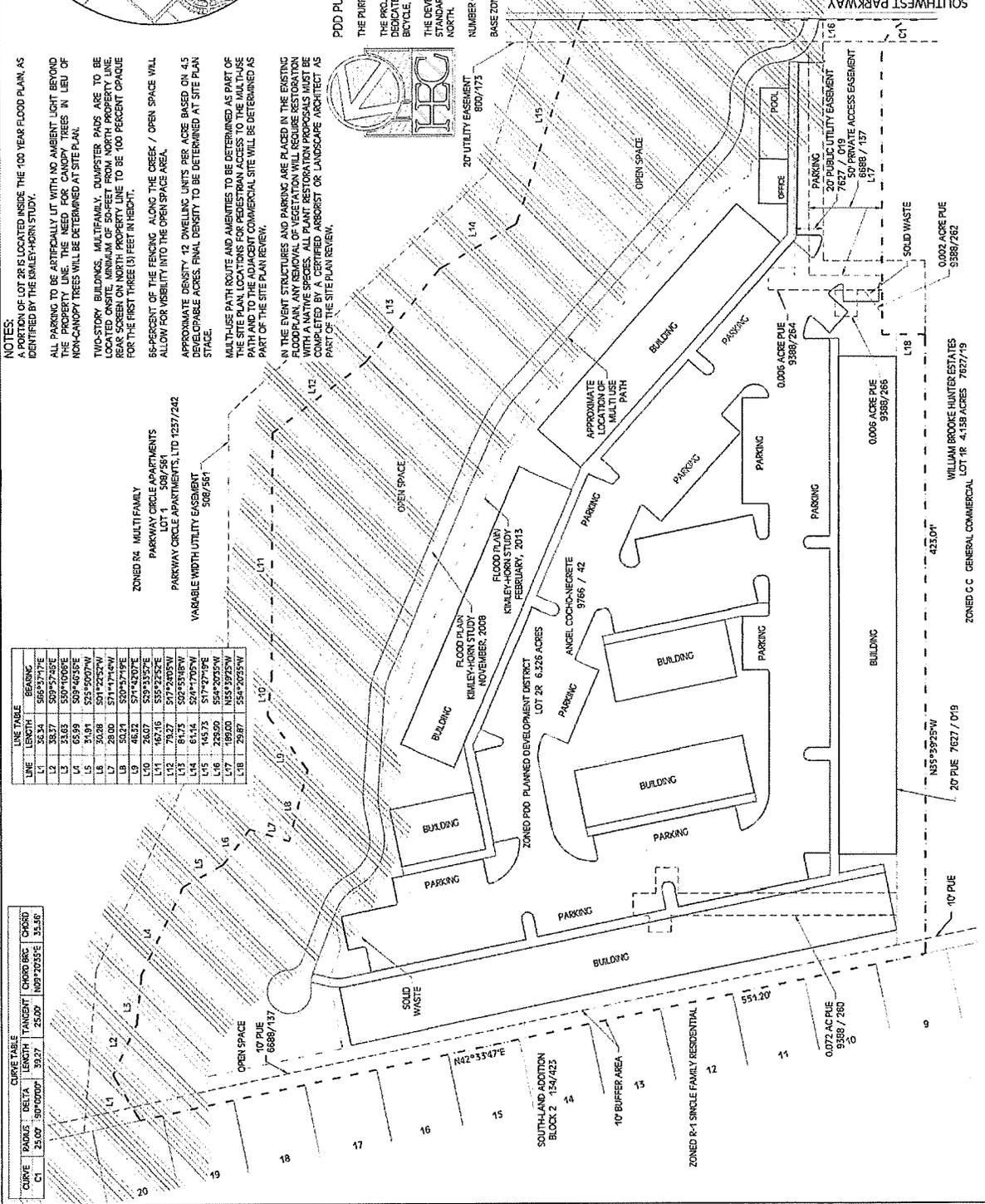
**PREPARED BY:**

HESTER ENGINEERING COMPANY  
 7607 EASTMARK DRIVE, SUITE 255-B  
 COLLEGE STATION, TEXAS 77840  
 979-693-1100 mhester@hester-engr.com

ZONED R4 MULTIFAMILY  
 PARKWAY CIRCLE APARTMENTS  
 LOT 1R  
 PARKWAY CIRCLE APARTMENTS, LTD 1237/242  
 VARIABLE WIDTH UTILITY EASEMENT  
 508/551

LINE	LENGTH	BEARING
L1	38.34	S65°37'17"E
L2	38.37	S09°57'45"E
L3	23.63	S50°10'06"E
L4	65.99	S89°46'55"E
L5	51.91	S25°50'07"W
L6	30.28	S01°22'53"W
L7	69.00	S20°51'15"W
L8	46.52	S71°42'07"E
L9	26.07	S59°33'57"E
L10	167.16	S55°22'52"E
L11	78.27	S77°24'05"W
L12	67.75	S02°53'48"W
L13	61.14	S24°47'05"W
L14	145.73	S77°27'09"E
L15	149.00	N55°10'25"W
L16	149.00	N55°10'25"W
L17	29.87	S54°20'55"W

CURVE	RADIUS	BETA	CHORD LENGTH	TANGENT	CHORD BRC	CHORD
C1	25.00'	50°00'00"	39.27	25.00'	N07°20'35"E	35.48'



**EXHIBIT "D"**

NOTES:

A PORTION OF LOT 2B IS LOCATED INSIDE THE 100-YEAR FLOOD PLAIN, AS IDENTIFIED BY THE KIMLEY-HORN STUDY.

ALL PARKING TO BE ARTIFICIALLY LIT WITH NO AMBIENT LIGHT BEYOND THE PROPERTY LINE. THE NEED FOR CANOPY TREES IN LIEU OF NON-CANOPY TREES WILL BE DETERMINED AT SITE PLAN.

TWO-STORY BUILDINGS, MULTIFAMILY, DUMPSTER PADS ARE TO BE LOCATED ONSITE, MINIMUM OF 50-FEET FROM NORTH PROPERTY LINE. REAR SCREEN ON NORTH PROPERTY LINE TO BE 100 PERCENT OPAQUE FOR THE FIRST THREE (3) FEET IN HEIGHT.

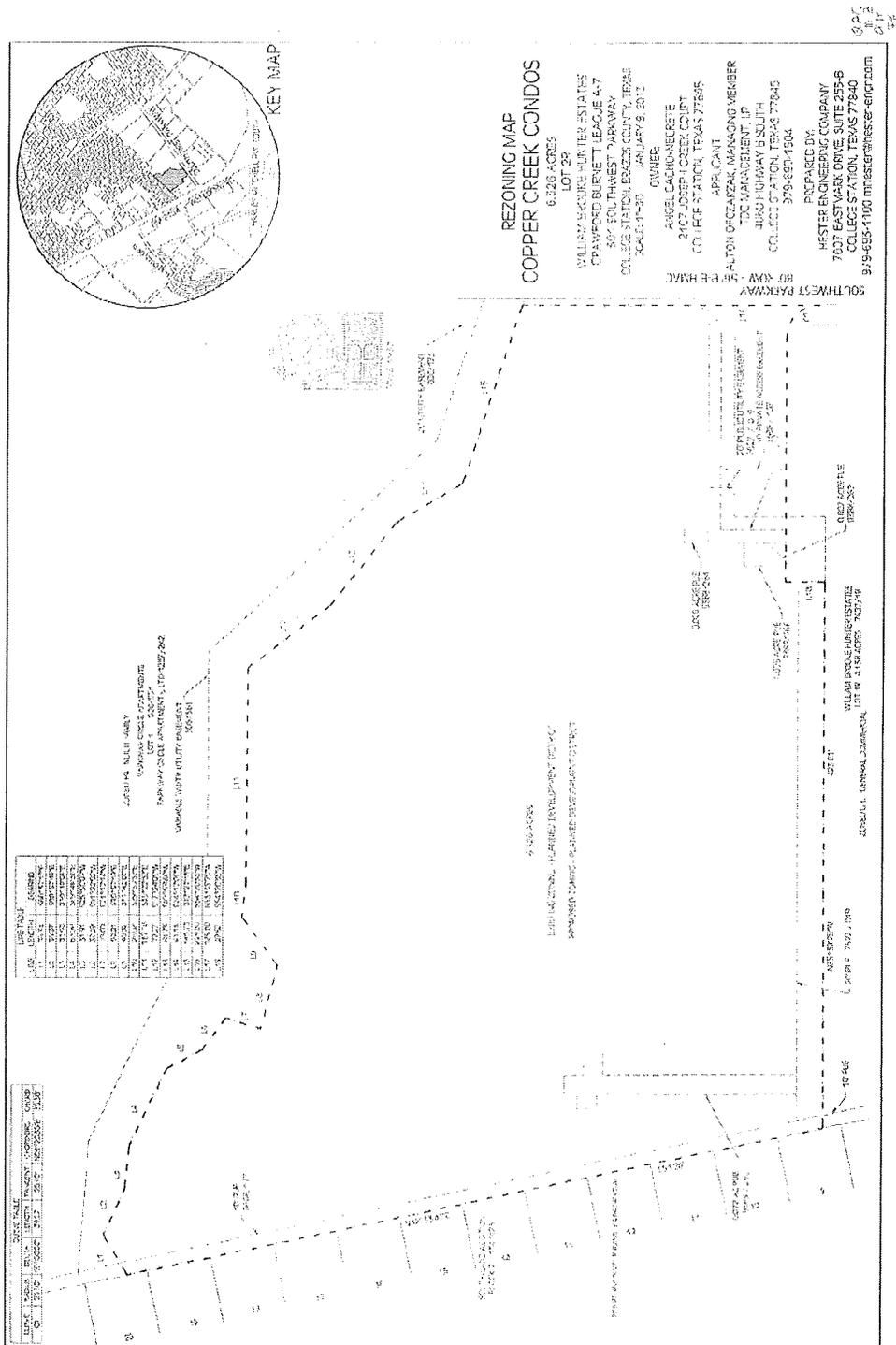
66-PERCENT OF THE FENCING ALONG THE CREEK / OPEN SPACE WILL ALLOW FOR VISIBILITY INTO THE OPEN SPACE AREA.

APPROXIMATE DENSITY 12 DWELLING UNITS PER ACRE BASED ON 4.5 DEVELOPABLE ACRES. FINAL DENSITY TO BE DETERMINED AT SITE PLAN STAGE.

MULTI-USE PATH ROUTE AND AMENITIES TO BE DETERMINED AS PART OF THE SITE PLAN. LOCATIONS FOR PEDESTRIAN ACCESS TO THE MULTI-USE PATH AND TO THE ADJACENT COMMERCIAL SITE WILL BE DETERMINED AS PART OF THE SITE PLAN REVIEW.

IN THE EVENT STRUCTURES AND PARKING ARE PLACED IN THE EXISTING FLOODPLAIN, ANY REMOVAL OF VEGETATION WILL REQUIRE RESTORATION WITH A NATIVE SPECIES. ALL PLANT RESTORATION PROPOSALS MUST BE COMPLETED BY A CERTIFIED ARBORIST OR LANDSCAPE ARCHITECT AS PART OF THE SITE PLAN REVIEW.

EXHIBIT "E"



**February 28, 2013**  
**Regular Agenda Item No. 4**  
**Earl Rudder Freeway South @ University Oaks Business Park Rezoning**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 1.27 acres from R-1 Single-Family Residential to O Office for the property located at 1402 Earl Rudder Freeway South, generally located at the northwest corner of Earl Rudder Freeway South frontage road and University Oaks Boulevard.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** The Planning and Zoning Commission considered this item at their February 7, 2013 meeting and voted 6-0 to recommend approval of the rezoning request. Staff also recommended approval of the request.

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

**REVIEW CRITERIA**

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Suburban Commercial on the Comprehensive Plan Future Land Use and Character Map. The proposed rezoning is consistent with this designation.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed rezoning will allow for the development of offices which typically generate lower traffic counts and requires limited identification.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed rezoning is appropriate for this area due to its location on the frontage road of Earl Rudder Freeway South and its proximity to single-family land uses.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** Currently, the subject property is zoned R-1 Single-Family which is not suitable for this area due to it only having frontage to Earl Rudder Freeway S. As an office use, the development will act as a buffer to the single-family development.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The current zoning is not marketable to single-family development due to its proximity to Earl Rudder Freeway South and basic site constraints.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 6- and

12-inch water mains available to serve this property. There is adequate sanitary sewer capacity in the downstream system to accommodate the proposed use; however sewer mains will still need to be extended to serve the property with site development. Drainage is mainly to the south within the Carters Creek Drainage Basin. Access to the site will be available via the Earl Rudder Freeway South Frontage Road. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure, with the exception of the referenced sanitary sewer extension, appears to be adequate for the proposed use.

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

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – February 7, 2013
4. Ordinance

## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: February 7, 2013  
Advertised Council Hearing Dates: February 28, 2013

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

N/A

Property owner notices mailed: 13  
Contacts in support: N/A  
Contacts in opposition: N/A  
Inquiry contacts: None at the time of this report.

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban	R-1 Single-Family Residential	Single-Family Homes
South (across University Oaks Blvd)	Natural Areas – Reserved and Urban Redevelopment	GC General Commercial	Vacant
East (across Earl Rudder Freeway South)	General Commercial	GC General Commercial	Sam's Club, Lock & Roll Storage
West	General Suburban	R-1 Single-Family Residential	Single-Family Homes

### DEVELOPMENT HISTORY

**Annexation:** 1958  
**Zoning:** R-1 Single-Family Residential  
**Final Plat:** This property is currently unplatted.  
**Site development:** Vacant

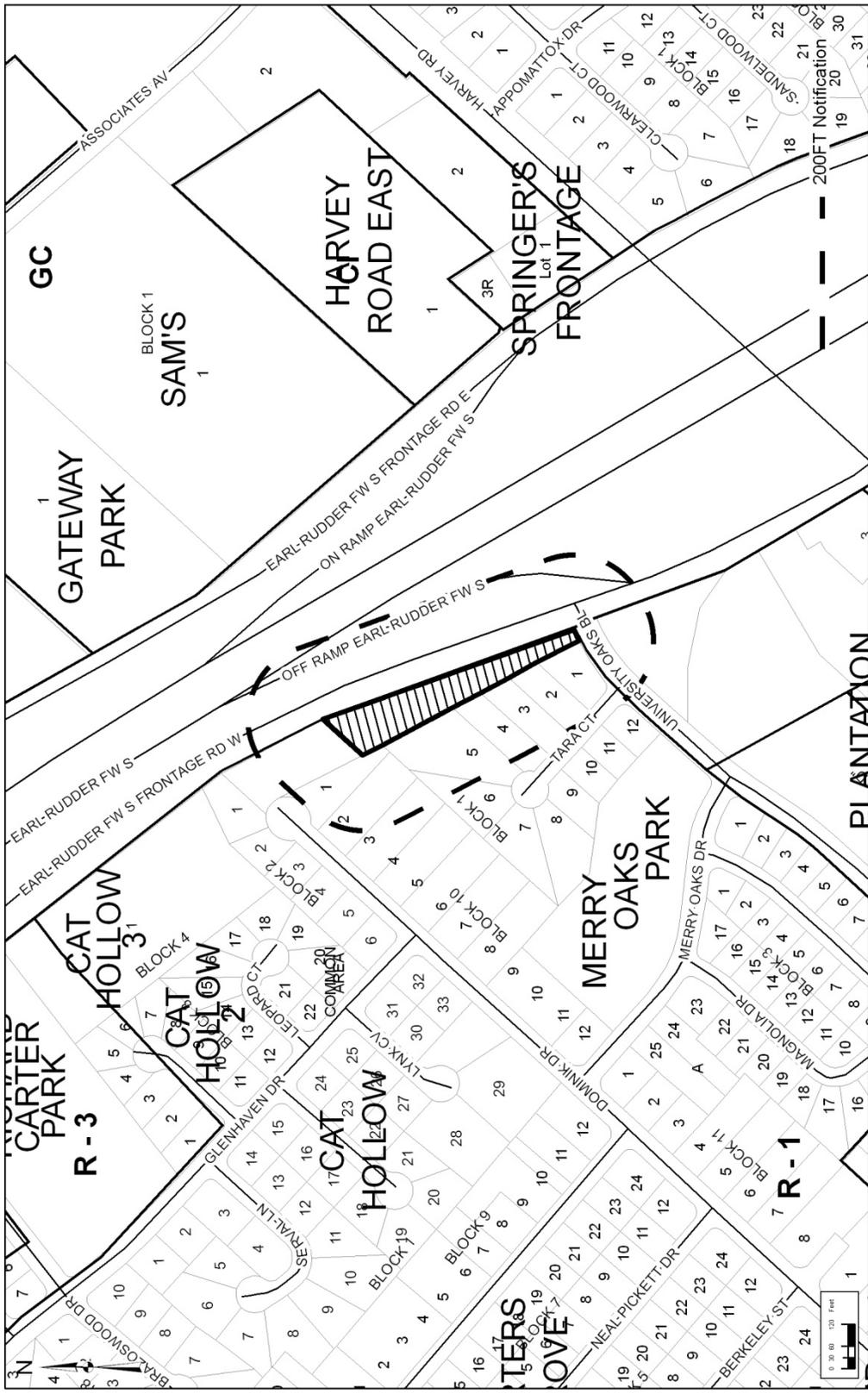


Case: 13-002

1402 EARL RUDDER FWY. S

REZONING





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



**DEVELOPMENT REVIEW**

**1402 EARL RUDDER FWY. S**

Case: **13-002**

**REZONING**

**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**February 7, 2013, 7:00 p.m.**  
**City Hall Council Chambers**  
**College Station, Texas**

---

**COMMISSIONERS PRESENT:** Mike Ashfield, Jodi Warner, Jim Ross, Brad Corrier, Vergel Gay, Bo Miles, and Jerome Rektorik

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Julie Schultz

**CITY STAFF PRESENT:** Bob Cowell, Lance Simms, Alan Gibbs, Jason Schubert, Matt Morgan Hester, Teresa Rogers, Venessa Garza, Joe Guerra, Carla Robinson, Jordan Wood, Jennifer Pate, and Brittany Caldwell

1. **Call Meeting to Order**

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

2. **Pledge of Allegiance**

3. **Hear Citizens**

No one spoke.

4. **Consent Agenda**

*All items approved by Consent are approved with any and all staff recommendations.*

4.1 Consideration, discussion, and possible action to approve meeting Minutes.

- January 17, 2012 ~ Workshop
- January 17, 2012 ~ Regular

**Commissioner Miles motioned to approve Consent Agenda Item 4.1. Commissioner Rektorik seconded the motion, motion passed (7-0).**

**Regular Agenda**

5. Consideration, discussion, and possible action on items removed from the Consent Agenda by Commission action.

No items were removed from the Consent Agenda.

6. Public hearing, presentation, discussion, and possible action regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 1.27 acres from R-1 Single-Family Residential to O Office for the property located at 1402 Earl Rudder Freeway South, generally located at the northwest corner of the Earl Rudder Freeway South frontage road and University Oaks Boulevard. **Case #13-900002 (M. Hester) (Note: Final action on this item is scheduled for the February 28, 2013 City Council Meeting -subject to change)**

Commissioner Miles recused himself because he is the owner of the property.

Staff Planner Hester presented the rezoning and recommended approval.

Glenn Jones, J4 Engineering, stated that he was available for questions.

Chairman Ashfield opened the public hearing.

Paul Martinez, 1405 Tara Court, stated that he did not feel that Suburban Commercial was an appropriate land use for the property.

Ms. Hester clarified that the rezoning was R-1 Single-Family Residential to O Office and the property is designated as Suburban Commercial in the Comprehensive Plan.

Mr. Jones stated that the plan is currently single-tenant building for a local insurance office. He said that they intend to meet all the requirements and want to leave as much natural landscape as possible.

There was general discussion amongst the Commission regarding the rezoning.

Chairman Ashfield closed the public hearing.

**Commissioner Rektorik motioned to recommend approval of the rezoning. Commissioner Corrier seconded the motion, motion passed (6-0).**

7. Public hearing, presentation, discussion, and possible action regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 6.3 acres from PDD Planned Development District to PDD Planned Development District to amend the concept plan for the property located at 301 Southwest Parkway. **Case #12-00500247 (T. Rogers) (Note: Final action on this item is scheduled for the February 28, 2013 City Council Meeting -subject to change)**
8. Presentation, discussion, and possible action on an update to the Commission regarding the creation of new residential zoning districts in compliance with the Comprehensive Plan. **Case #13-00900030 (T. Rogers/J. Prochazka)**

9. Discussion and possible action on future agenda items – A Planning & Zoning 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.

There was no discussion regarding future agenda items.

10. Adjourn.

The meeting was adjourned at 7:27 p.m.

**Approved:**

\_\_\_\_\_  
Mike Ashfield, Chairman  
Planning & Zoning Commission

**Attest:**

\_\_\_\_\_  
Brittany Caldwell, Admin. Support Specialist  
Planning & Development Services

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

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

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

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

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

PASSED, ADOPTED and APPROVED this 28<sup>th</sup> day of February, 2013

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

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

The following property is rezoned from R-1 Single-Family Residential to O Office:

**METES AND BOUNDS DESCRIPTION  
OF A  
1.27 ACRE TRACT  
RICHARD CARTER LEAGUE, A-8  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE RICHARD CARTER LEAGUE, ABSTRACT NO. 8, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO J. P. MILES CONSTRUCTION CORPORATION RECORDED IN VOLUME 10753, PAGE 260 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A ½ INCH IRON ROD SET ON THE NORTHWEST LINE OF UNIVERSITY OAKS BOULEVARD (CALLED 60' R.O.W.) MARKING THE EAST CORNER OF LOT 1, BLOCK 1, REPLAT OF PLANTATION OAKS SECTION ONE ACCORDING TO THE PLAT RECORDED IN VOLUME 311, PAGE 179 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, CITY OF COLLEGE STATION GPS MONUMENT NO. 122 BEARS: N 87° 21' 32" W FOR A DISTANCE OF 7753.45 FEET;

**THENCE:** N 28° 31' 33" W ALONG THE NORTHEAST LINE OF SAID BLOCK 1, AT 134.66 FEET PASS A ½ INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 1 AND LOT 2 OF SAID BLOCK 1, CONTINUE ON FOR A TOTAL DISTANCE OF 594.34 FEET (PLAT CALL: N 25° 08' 18" W – 594.34 FEET, 311/179) TO A 3/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID BLOCK 1 AND THE EAST CORNER OF A CALLED 0.469 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO DERRYL GLENN SCHROEDER AND WIFE, LEA ANN SCHROEDER RECORDED IN VOLUME 2985, PAGE 56 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

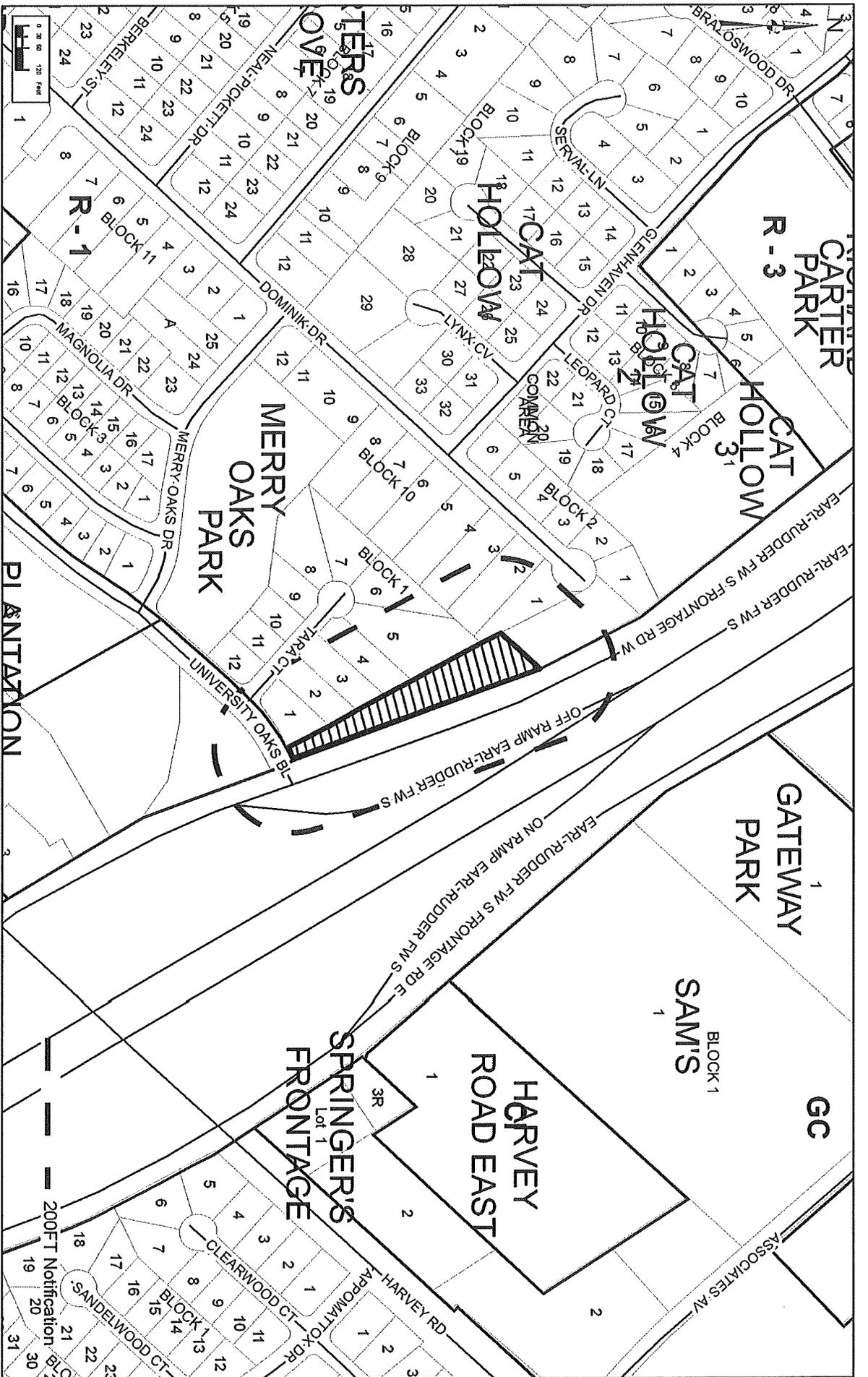
**THENCE:** N 27° 20' 08" W ALONG THE NORTHEAST LINE OF SAID 0.469 ACRE TRACT FOR A DISTANCE OF 62.22 FEET (DEED CALL: N 24° 00' 06" W – 62.00 FEET, 10753/260) TO A 3/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF A CALLED 0.944 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO PAUL MATHEW BURNHAM RECORDED IN VOLUME 6844, PAGE 147 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 43° 00' 38" E ALONG THE SOUTHEAST LINE OF SAID 0.944 ACRE TRACT FOR A DISTANCE OF 140.31 FEET (DEED CALL: N 45° 54' 28" E – 140.13 FEET, 10753/260) TO A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF EARL RUDDER FREEWAY – STATE HIGHWAY NO. 6 (R.O.W. VARIES) MARKING THE EAST CORNER OF SAID 0.944 ACRE TRACT;

**THENCE:** S 20° 13' 45" E ALONG THE SOUTHWEST LINE OF EARL RUDDER FREEWAY FOR A DISTANCE OF 708.39 FEET (DEED CALL: S 16° 53' 58" E – 709.16 FEET, 10753/260) TO A ½ INCH IRON ROD SET ON THE NORTHWEST LINE OF UNIVERSITY OAKS BOULEVARD. FOR REFERENCE, A ½ INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF UNIVERSITY OAKS BOULEVARD AND THE SOUTHWEST LINE OF EARL RUDDER FREEWAY BEARS: S 20° 13' 45" E FOR A DISTANCE OF 62.02 FEET;

**THENCE:** S 61° 28' 27" W ALONG THE NORTHWEST LINE OF UNIVERSITY OAKS BOULEVARD FOR A DISTANCE OF 32.16 FEET (DEED CALL: S 64° 51' 42" W - 32.14 FEET, 10753/260) TO THE POINT OF BEGINNING CONTAINING 1.27 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND AUGUST, 2012. SEE PLAT PREPARED AUGUST, 2012 FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502



**Zoning Districts**

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

 DEVELOPMENT REVIEW

1402 EARL RUDDER FWY. S

Case: 13-002 REZONING

**February 28, 2013**  
**Regular Agenda Item No. 5**  
**Church Avenue - Road Realignment – City Participation Agreement**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion for a City Participation Agreement for design and reconstruction of Church Avenue being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$111,095.00 and for an ordinance pursuant to Section 212.072(b) of the Texas Local Government Code authorizing the City Participation Agreement.

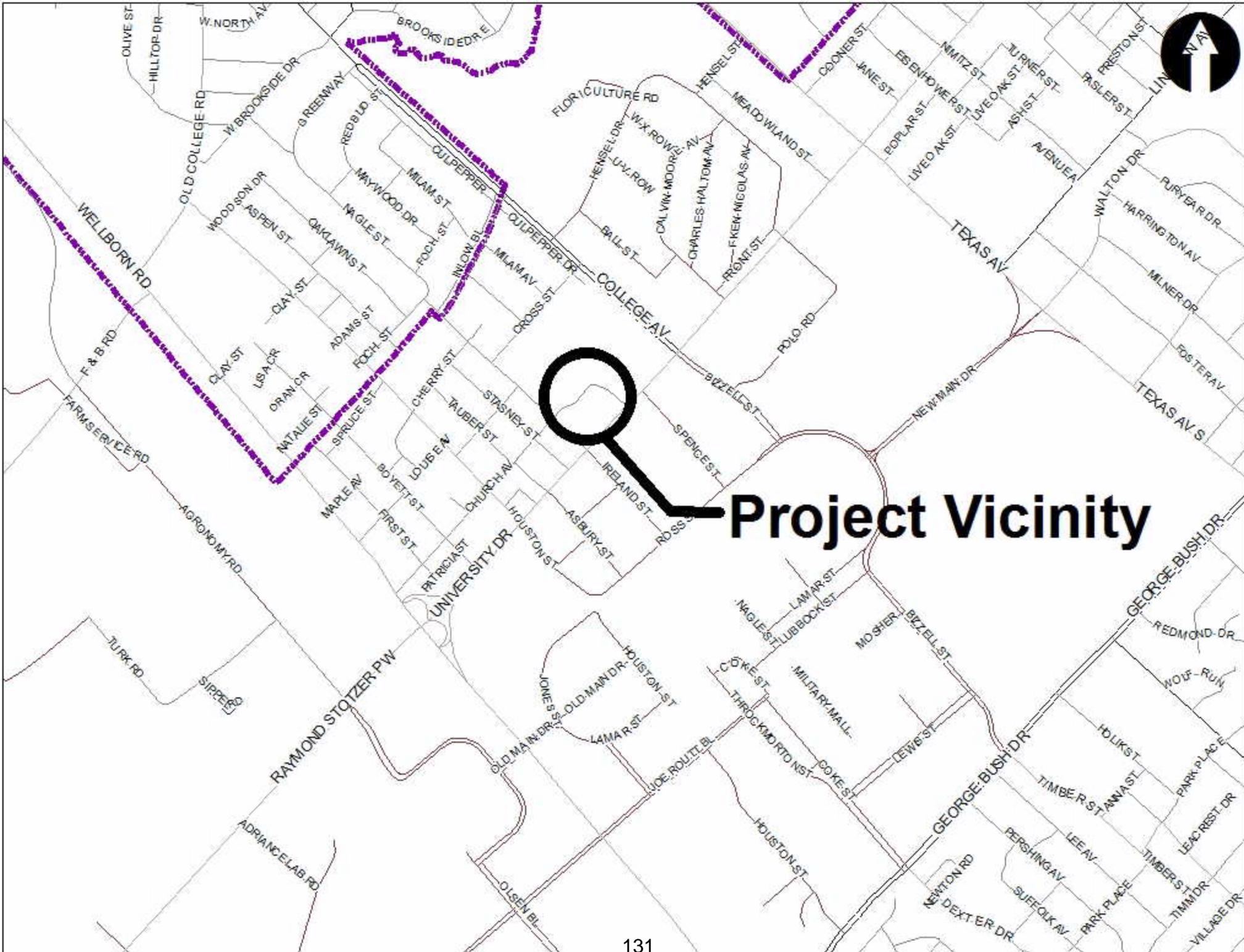
**Recommendation(s):** Staff recommends approval of the City Participation Agreement.

**Summary:** Associated with the development of Rise at Northgate development the City required the realignment and reconstruction of Church Avenue to remove an existing horizontal road curve to an improved intersection. All improvements will be to Northgate standards such as 10 foot sidewalks with pavers, street trees, and benches, etc. This city participation request is the construction cost difference associated with the additional improvements required by the realignment.

**Budget & Financial Summary:** Funds for this request are available from the Street OP Fund.

**Attachments: Executed Copies will be provided at Council Meeting**

1. Attachment 1 – Vicinity Map
2. Attachment 2 - City Participation Agreement
  - Exhibit A. A description of the Property
  - Exhibit B. A description of the Area 1 Work
  - Exhibit C. A description of the Area 2 Work
  - Exhibit D. Scope and cost estimate of the Project
  - Exhibit E. Affidavit of All Bills Paid form
  - Exhibit F. Insurance Requirements
  - Exhibit G. Certificates of Insurance
  - Exhibit H. Bond Forms
3. Attachment 3 - Ordinance



# Project Vicinity

**CITY OF COLLEGE STATION PARTICIPATION AGREEMENT WITH  
DRI/CA COLLEGE STATION, LLC AND LINBECK GROUP, LLC**

This Agreement is entered into by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter “City”), and **DRI/CA COLLEGE STATION, LLC**, a Delaware Limited Liability Company, (hereinafter “Developer”) and **LINBECK GROUP, LLC**, a Texas Limited Liability Company, hereinafter (Developer’s Contractor).

**WHEREAS**, Developer is developing property within the City of College Station, more particularly described as Lot 1, Block 1, of the 717 Subdivision in College Station, Brazos County, Texas (hereinafter “Property”) a description of which is attached hereto as **Exhibit A**; and

**WHEREAS**, Developer is required to construct certain public infrastructure, such as roadways, utilities, sidewalks, drainage facilities, water and sewer facilities, etc. that relate to Developer’s proposed development (the “Area 1 Work”) a description of which is attached hereto as **Exhibit B**; and

**WHEREAS**, City is required or desirous of constructing certain public infrastructure affecting Developer’s development (the “Area 2 Work”) a description of which is attached hereto as **Exhibit C**; and

**WHEREAS**, because of this and in order to comply with City’s overall development scheme both Developer and City agree that it is in the best interests of the public to jointly construct certain the Area 1 Work and the Area 2 Work; and

**WHEREAS**, the City Engineer has reviewed the data, reports and analysis, including those provided by Developer’s engineers, and determined that such public improvement qualifies for joint City- Developer participation; and

**WHEREAS**, the City and the Developer agree as to the nature and proportion of joint participation as further recited herein and as may be required in accordance with Section 212.071of the Texas Local Government Code, et seq and Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, the Developer and the Developer’s Contractor have entered into a separate agreement of even date herewith setting forth in detail their respective rights, obligations and liabilities to each other in connection with the Developer’s Contractor’s construction of the work contemplated to be performed under this Participation Agreement ;and

**NOW, THEREFORE**, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

Contract No. \_\_\_\_\_

**I.**  
**DEFINITIONS**

**1.1 Approved Plans** means the plans and specifications that meet the requirements of this Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

**1.2 City or College Station** means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77840.

**1.3 Developer** means **DRI/CA COLLEGE STATION, LLC**, a Delaware Limited Liability Company with its principal office located at 161 North Clark Street, Suite 4900, Chicago, IL 60601.

**1.4 Developer's Contractor** means **LINBECK GROUP, LLC**, a Texas Limited Liability Company with its principle office located at 3900 Essex, Suite 1200, Houston, TX 77027.

**1.4 Effective Date.** The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

**1.5 Final Completion.** The term "Final Completion" means that all the work on the Project has been completed, a written guarantee of performance for a one year maintenance period has been provided, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the Developer and Developer's Contractor as required, the Letter of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met, and Developer and Developer's Contractor has fully performed any other requirements contained herein.

**1.6 Letter of Completion:** A letter issued by the City Engineer stating that the construction of public improvements conforms to the plans, specifications and standards contained in or referred to in City of College Station Unified Development Ordinance.

**1.7 Property** means that one certain tract of land Lot 1, Block 1, of the 717 Subdivision in College Station, Brazos County and as further described in **Exhibit A** attached hereto and incorporated herein made a part hereof.

**1.8 Project** means the design and construction of the Area 1 Work and the Area 2 Work more generally described as Church Avenue roadway improvements including sidewalks, crosswalks, storm sewer, trees, irrigation, driveway, signage, and striping as detailed in **Exhibit B** and **Exhibit C**.

**II.**  
**CITY COST PARTICIATION AND LAND ACQUISITION**

**2.1 Project Cost and Participation.** The Developer and the City have agreed to share the estimated and actual costs of construction of the Project as provided herein. The not to exceed price of the Project is **\$533,745.00** as set forth in **Exhibit D**, which is attached hereto and incorporated herein by reference (the “Not To Exceed Price”). The Not To Exceed Price is subject to adjustment as set forth in Paragraph 2.7. The Developer shall pay **\$422,650.00**, which amount is allocable to the Area 1 Work and subject to adjustment as set forth herein, and the City shall pay **\$111,095.00** or 21% of the cost the Project (the “Participation Amount”), which amount is allocable to the Area 2 Work and subject to adjustment as set forth herein, toward the Not To Exceed Price of the Project. The City’s Participation Amount can only exceed **\$111,095.00** or 21% of the cost the Project with subsequent City Council approval and authorization. The City and Developer’s payment obligations with respect to increases in the Not To Exceed Price shall be as set forth in Paragraph 2.7.

**2.2 City’s Acquisition of Land for the Project.** The City will obtain dedication of the land relating to the Project for the Area 2 Work either by plat or by deed.

**2.3 Automatic Termination:** Notwithstanding any other terms of this Agreement, if the City does not obtain the land dedication for the Project within 180 days after the execution of this Agreement, then this Agreement will automatically terminate and the City will not liable for any costs to the Developer or Developer’s Contractor.

**2.4 Public Bidding.** The total estimated cost of the Project is as set forth in **Exhibit D**. The City’s cost participation will not exceed 30% of the total cost of the Project. Since the City’s cost participation is 30% or less of the total cost of the Project and is located within the boundaries of the City, the Project need not be competitively bid.

**2.5 Scope and Cost of Project.** Developer’s engineer’s detailed scope and cost estimate of the Project is attached hereto and incorporated herein as **Exhibit D**.

**2.6 Application for Initial and Final Payment.**

**(1) Initial Payment** Application for Initial 50% Payment by the Developer’s Contractor to the City for payment to the Developer’s Contractor pursuant to the terms of this Agreement must include the following in a form acceptable to City:

- (a)** Final Completion of the Project in accordance with the Approved Plans;
- (b)** Issuance of the Letter of Completion relating to the Project; and
- (c)** Certification from Developer and Developer’s Contractor stating that to the best of their knowledge, information and belief, the work is in compliance with all applicable City Codes, Ordinances and standards relating to the Project, the Property and its subdivision and development; and

(2) **Final Payment** Application for Final Payment by the Developer's Contractor to the City for payment to the Developer's Contractor pursuant to the terms of this Agreement must include the following in a form acceptable to City:

- (a) Fully executed Affidavit of All Bills Paid, the form of which is attached hereto as **Exhibit E**.
- (b) A breakdown of actual costs of the Project with supporting documentation, including all payment receipts.

## 2.7 Payment.

- (1) Developer's Contractor shall submit the written applications for City to pay the Participation Amounts within thirty (30) days after the above requirements are met according to the Project. Applications may not be submitted prior to Final Completion. City will pay Developer's Contractor the Participation Amount in one payment within thirty (30) days after receipt of a complete written application for participation payment from Developer's Contractor.
- (2) Estimated Cost / Actual Cost. In the event of a decrease in the Not To Exceed Price, the parties' estimated participation costs shall be adjusted according to the percentage of participation specified in this Paragraph 2. The actual participation cost shall be determined based upon the actual cost of the Project. All costs in excess of the Not To Exceed Price, as may be adjusted, shall be borne by the Developer's Contractor.

**2.8 Reports, books and other records.** Developer and Developer's Contractor shall make its books and other records related to the Project available for inspection by City. Developer and Developer's Contractor shall submit to City any and all information or reports requested to verify the expenditures submitted for City participation eligibility including, but not limited to bid documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his reasonable discretion, for the verification of the cost of the Project detailed in **Exhibit D** of this Agreement. The submission of these reports and information shall be the responsibility of Developer and Developer's Contractor and shall be certified by Developer's or Developer Contractor's Licensed Professional Engineer at Developer's expense and signed by an authorized official of the entity.

## 2.9 Changes due to unforeseen conditions.

- (1) If concealed or unknown physical conditions are encountered by Developer's Contractor in the performance of the Area 2 Work that differ materially from those indicated in the Approved Plans, the Not To Exceed Price shall be adjusted by the amount determined by the City and the responsibility for such cost increase shall be borne 100% by the City. The City's Participation Amount can only exceed **\$111,095.00** or 21% of the cost the Project with subsequent City Council

approval and authorization. The Developer and Developer's Contractor would not be responsible for any additional work or costs in the performance of Area 2 related to concealed or unknown physical conditions that the City does participate in under this Agreement.

- (2) If concealed or unknown physical conditions are encountered by Developer's Contractor in the performance of the Area 1 Work that differ materially from those indicated in the Approved Plans, the Not To Exceed Price shall be adjusted by the amount determined by the Developer and the responsibility for such cost increase shall be borne 100% by the Developer.
- (3) If concealed or unknown physical conditions are encountered by Developer's Contractor that affects the performance of both the Area 2 Work and the Area 1 Work that differ materially from those indicated in the Approved Plans, the Not To Exceed Price shall be adjusted by the amount determined jointly by the City and the Developer and the responsibility for such cost increase shall be borne by the Developer and the City in accordance with Paragraph 2.7. The City's Participation Amount can only exceed **\$111,095.00** or 21% of the cost the Project with subsequent City Council approval and authorization. The Developer and Developer's Contractor would not be responsible for any additional work or costs in the performance of Area 2 related to concealed or unknown physical conditions that the City does participate in under this Agreement.

### **III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE, AND INSURANCE**

**3.1 City is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, City does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.**

**3.2 Developer and Developer's Contractor agree to and shall indemnify, hold harmless, and defend City and its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by Developer or Developer's Contractor under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of the Developer or Developer's Contractor.**

**3.3 Developer and Developer's Contractor shall indemnify and hold City harmless from any claims of suppliers or subcontractors of Developer or Developer's Contractor for improvements constructed or caused to be constructed by Developer or Developer's Contractor. Developer and Developer's Contractor shall indemnify and hold City harmless**

from any and all injuries to or claims of adjacent property developers resulting from or relating to their performance under this Agreement.

**3.4 Developer and Developer's Contractor assume full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges City, its officers, agents, employees and volunteers, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, Developer 's or Developer's Contractor's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes or action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of the Developer or Developer's Contractor.**

**3.5 Insurance:** The Developer and Developer's Contractor shall procure and maintain, at their sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Developer and Developer's Contractor, their agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its officers, agents, employees, and volunteers as Additional Insureds. See **Exhibit F** for required limits of liability insurance. Certificates of insurance evidencing the required insurance coverages on the most current form approved by the Texas Department of Insurance, shall be attached hereto as **Exhibit G**.

#### **IV. PROJECT AND CONSTRUCTION**

**4.1 Right to Inspect the Work.** City may inspect the improvements for compliance with the Approved Plans during construction. In the event that it is determined by City that any of the work or materials furnished is not in strict accordance with the Approved Plans, City may withhold funds until the nonconforming work conforms to the Approved Plans.

**4.2 Independent Contractor.** Developer's Contractor shall be solely responsible for selecting, supervising, and paying its subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage. The parties to this Agreement agree all employees, volunteers, personnel and materials furnished or used by Developer in the installation of the specified improvements shall be the responsibility of Developer or Developer's Contractor and understands that Developer and Developer's Contractor shall not be deemed employees or agents of City for any purpose.

**4.3 Payment for materials and labor.** Provided that the City remits the Participation Amount to Developer's Contractor as set forth in Paragraph 2.7, Developer or Developer's Contractor shall be solely and exclusively responsible for compensating any of Developer Contractor's employees, subcontractors, materialmen or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by City arising out of or incidental to the performance of any service performed pursuant

to this Agreement. Provided that the City remits the Participation Amount, then in the event a statutory lien notice is sent to City, Developer or Developer's Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

**4.4 Affidavit of bills paid.** Prior to the issuance of the Final Payment Developer's Contractor shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which Developer or Developer's Contractor has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit E** which is attached hereto and incorporated by reference.

**4.5 Requirements of Applicable rules remain.** This Agreement does not alter, amend, modify or replace any other requirements contained in the College Station Code of Ordinances, Unified Development Code, or any other applicable law.

## V.

### GUARANTEE OF PERFORMANCE AND PAYMENT

**5.1 Bonding Requirements.** The City's participation is 30% or less of the total value of the Project, accordingly, Developer shall execute a performance bond to ensure construction of the Project. Developer's Contractor will execute a payment bond to ensure payment to subcontractors, if any. The bonds must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The bonds shall be in the total amount of the Not To Exceed Price as approved by City. The Bond Forms are attached in **Exhibit H**.

## VI.

### GENERAL PROVISIONS

**6.1 Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**6.2 Choice of law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**6.3 Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of Developer and Developer's Contractor represents that he or she is authorized to sign on behalf of Developer and Developer's Contractor and agrees to provide proof of such authorization to the City upon request.

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

**6.5 Notice.** Any notice sent under this Agreement (except as otherwise expressly required) shall be hand delivered, 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:

**DRI/CA College Station, LLC**

Attn: Brad Moeller  
161 N. Clark, Suite 4900  
Chicago, Illinois 60601

**City of College Station**

City Engineer  
P.O. Box 9960  
College Station, TX 77842

**Linbeck Group, LLC**

Attn: Bryan Tufts, Project Manager  
3900 Essex Lane, Suite 1200  
Houston, TX 77227-2500

**With copies to:**

City Attorney and City Manager  
PO Box 9960  
College Station, TX 77842

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 receipted for by, or actually received by, the party.

**6.6 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by Developer or Developer's Contractor without the prior written approval of the City.

**6.7 Default.** In the event of a breach of this Agreement by Developer, City may terminate this Agreement and exercise any and all legal remedies available to it.

**List of Exhibits:**

- A.** A description of the Property
- B.** A description of the Area 1 Work
- C.** A description of the Area 2 Work
- D.** Scope and cost estimate of the Project
- E.** Affidavit of All Bills Paid form
- F.** Insurance Requirements
- G.** Certificates of Insurance
- H.** Bond Forms

**DRI/CA COLLEGE STATION, LLC  
DEVELOPER**

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

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

Title: \_\_\_\_\_

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

**LINBECK GROUP, LLC  
DEVELOPER'S CONTRACTOR**

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

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

Title: \_\_\_\_\_

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

**CITY OF COLLEGE STATION**

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

Mayor

**ATTEST:**

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

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

**APPROVED:**

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

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

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

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

\_\_\_\_\_  
Executive Dir. Business Services

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

**Exhibit A**  
**Description of the Property**

**Exhibit B**  
**Description of Area 1 Work**

**Exhibit C**  
**Description of Area 2 Work**

**Exhibit D**  
**Scope and Cost Estimate of the Project**

**RISE - PUBLIC INFRASTRUCTURE**

2/1/2013

**SCOPE and COST ESTIMATE**

<b>Work Item</b>	<b>Cost</b>
<u>Roadway</u>	
Demo existing paving	
Design of Road Realignment	
6" Lime Stabilize subgrade	
Establish Finish Grade	
7" Concrete Paving (Includes apron at Univ.)	
Thermo Pavement Striping	
Layout and Construction Staking	
Cross Walks w/ Brick Pavers ( 4 crosswalks for total of 160 lf)	
Stop Signs (3 total)	
Added Drain Inlet to existing storm sewer pipe	
Handicap Ramp at eastern intersection of Church & University	
Demolition of existing paving / Curb & Gutter	
Replace Taco Bell driveway Entrance	
Additional Brick Paver Sidewalk (210 lf)	
Two New Handicap Ramps	
Tree Wells (1 Each)	
New Trees (1 Each)	
Back Fill Behind Sidewalk	
Sodding	
Additional Drain Inlet	
Inlet Reconstruction for new storm sewer route	
Remove existing storm sewer and Replace with 100 lf of 24" HDPE existing storm for reroute of at parking	
<b>Subtotal</b>	<b>\$301,095</b>
<u>Initial Storm Sewer</u>	
15" RCP installation and backfill (~15 lf)	
36" RCP installation and backfill (~210 lf)	
42" RCP installation and backfill (~210 lf)	
Approximately 6 storm junction boxes	
<b>Subtotal</b>	<b>\$144,150</b>
<u>Sanitary Sewer</u>	
25' Bore and Jack (with Steel Casing)	

**Subtotal Sanitary Sewer** \$8,600

Water

Removal of existing 6" line within University

Relocation of existing fire hydrant

12"x8" Cut-in Tapping Sleeve & Valve

12" Water Line Offset @ Sanitary Crossing

8" Water Line Offset @ Water Line Connection

Approximately 150 lf 6" Water Line

Approximately 60 lf 12" Water Line

**Subtotal Water** \$79,900

---

**Total** **\$533,745**

Note:

Sidewalk along "The Stack" side of roadway to be installed as part of "The Stack" construction .

Budget excludes relocation of any existing utilities, except as noted above.

**Exhibit E**  
**Affidavit of All Bills Paid Form**



**Exhibit F**  
**Insurance Requirements**

During the term of this Agreement, Developer's and Developer Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and authorized to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per-occurrence basis for property damage.
- C. "Claims Made" policies are not accepted.
- D. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- E. The City of College Station, its officers, agents, employees and volunteers, are to be named as "Additional Insured" to the Commercial General Liability and Business Automobile Liability policies, and further providing that the Developer's and Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00, which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.

- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

#### IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as ISO Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

- V. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Developer and Developer’s Contractor in compliance with the terms of this Agreement. Developer and Developer’s Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City’s Representative at the time of execution of this Agreement, attached hereto as Exhibit F, and approved by the City before work commences.

#### VI. Workers’ Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers’ compensation insurance policy: either directly through their employer’s policy (the Contractor’s or subcontractor’s policy) or through an executed coverage agreement on an approved Texas Department of Insurance

Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- B. Workers' compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
  2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. *Definitions:*

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

*Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without*

*limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
  - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.**
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
  - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
  - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
  - (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
    - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
    - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
  - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
  - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
  - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that*

*the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

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

VII. Certificates of Insurance on the most current form approved by the Texas Department of Insurance, shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and authorized to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms provided by the Texas Department of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**Exhibit G**  
**Certificates of Insurance**

**Exhibit H**  
**Performance and Payment Bonds**

**PERFORMANCE BOND**

**THE STATE OF TEXAS** §  
**THE COUNTY OF BRAZOS** § **KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called "Developer" and the other subscriber hereto \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Developer and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** the Developer has on or about this day executed a Contract in writing with the City of College Station for \_\_\_\_\_ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE,** if the said Developer shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Developer with the terms of the Contract, including the making of payments thereunder and, having fully considered it's Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Developer in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Developer until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Developer and Surety will fully indemnify and save harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Developer under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Developer and Surety agree to pay to the City the actual amounts of attorney's fees incurred by the City in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually

received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

**IN WITNESS THEREOF**, the said Developer and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

\_\_\_\_\_  
(Name of Developer)

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

Name:

Title:

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

Name:

Title:

Date:

ATTEST/WITNESS (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

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

Name:

Title:

Date:

\_\_\_\_\_  
(Address of Surety for Notice)

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

Name:

Title:

Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED  
ON BEHALF OF  
THE CITY OF COLLEGE STATION, TEXAS:

\_\_\_\_\_  
City Attorney's Office

**TEXAS STATUTORY PAYMENT BOND**

**THE STATE OF TEXAS**                    §  
   §                    **KNOW ALL MEN BY THESE PRESENTS:**  
**THE COUNTY OF BRAZOS**           §

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called “Principal” and the other subscriber hereto \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called “Surety”, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain contract with the City of College Station, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for \_\_\_\_\_, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

**IN WITNESS THEREOF,** the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation)  
WITNESS: (if not a corporation)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/WITNESS (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
(Address of Surety for Notice)  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
Date:

REVIEWED:

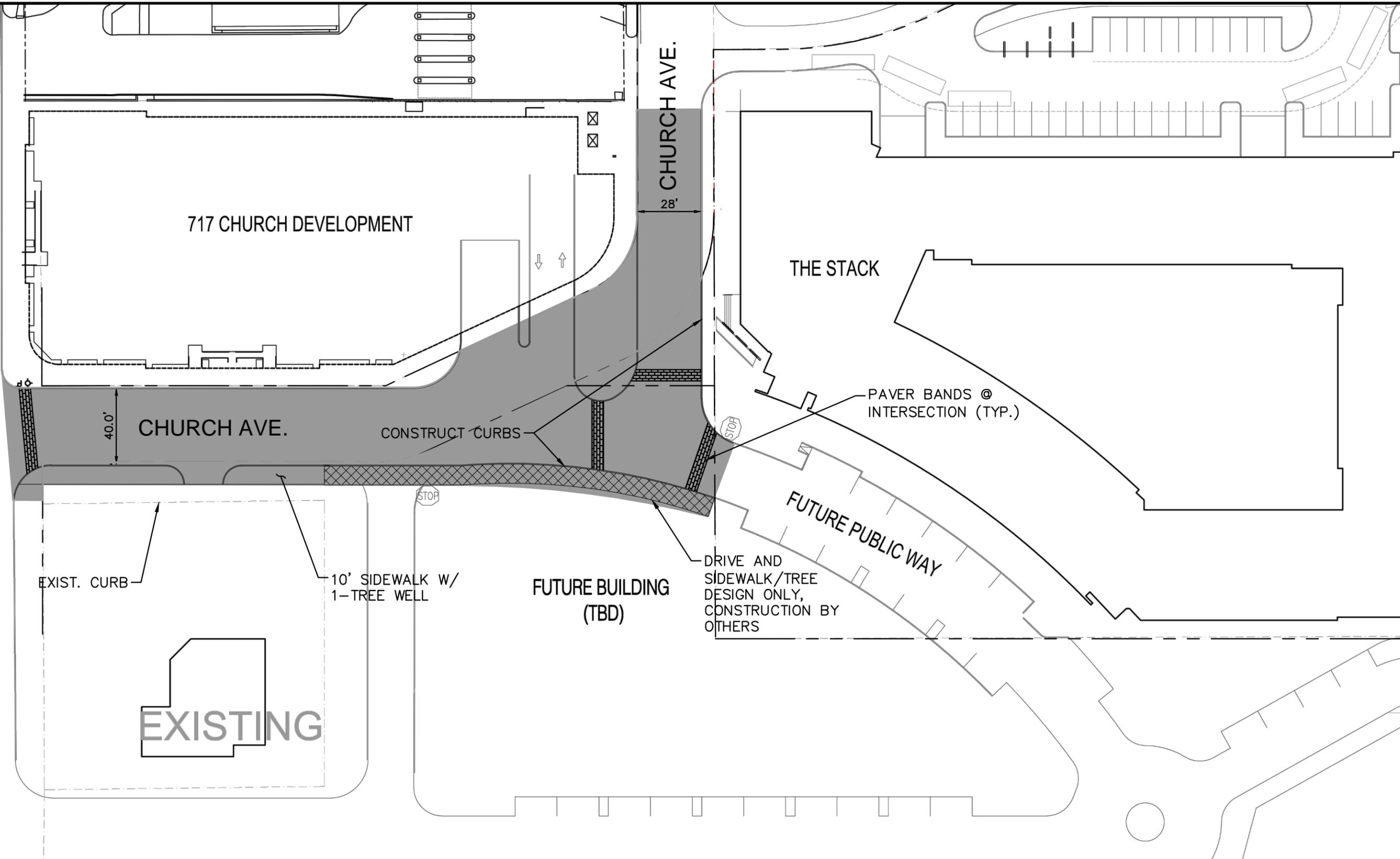
THE FOREGOING BOND IS ACCEPTED  
ON BEHALF OF  
THE CITY OF COLLEGE STATION, TEXAS:

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_

Plotted By: Harris, Chris Sheet Set: Kha Layout: Layout1 February 20, 2013 08:44:59am K:\CST\_Civil\No-Prop\Church St. Intersection - Trace\Exhibits\20130218-Exhibit A.dwg  
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 TEXAS REGISTERED ENGINEERING FIRM F-928  
 2800 SOUTH TEXAS AVENUE, SUITE 201  
 BRYAN, TX 77802  
 PHONE: 979-775-9595 FAX: 979-775-9599  
 WWW.KIMLEY-HORN.COM

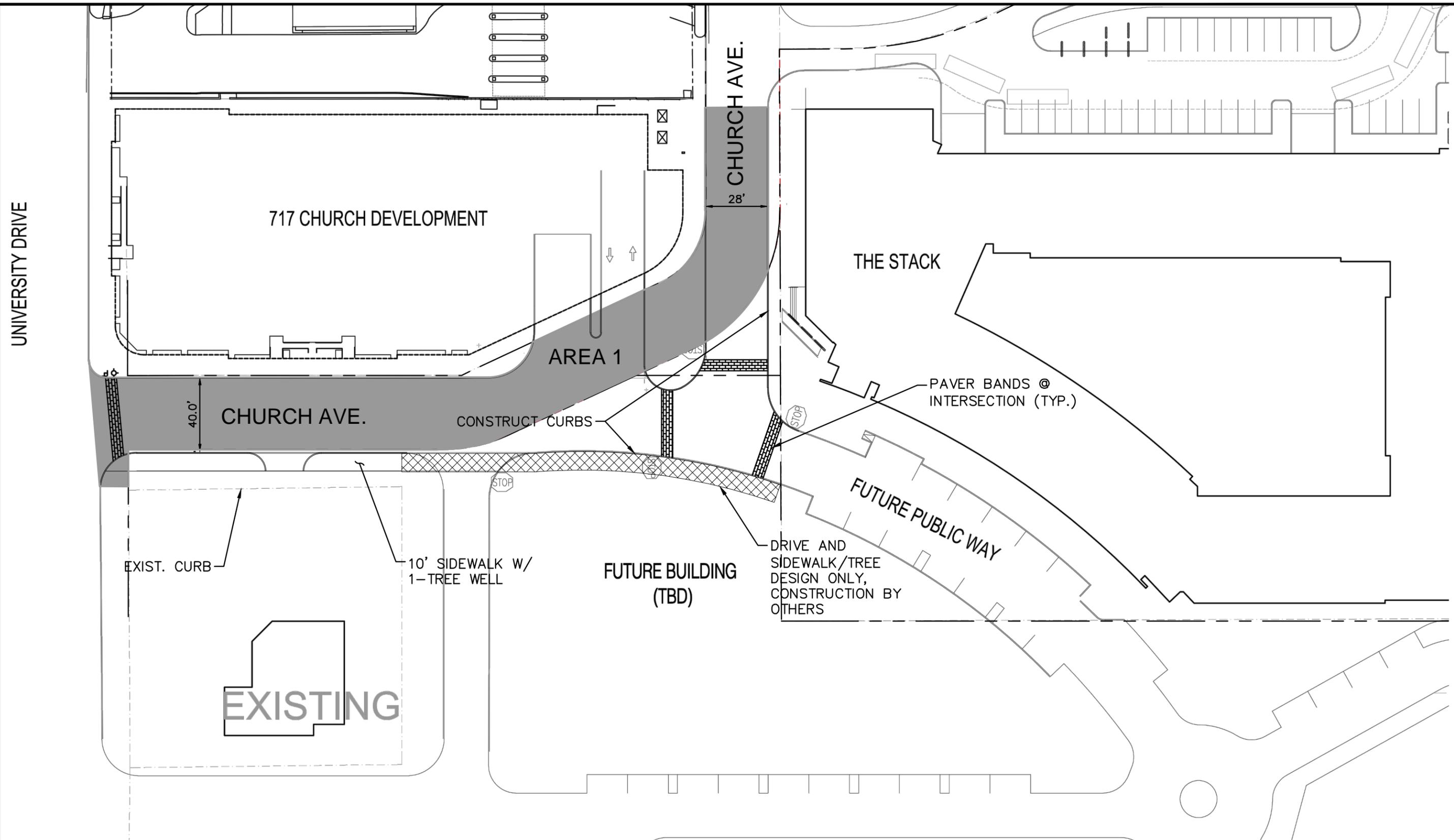
KHA PROJECT
DATE 02/13
SCALE AS SHOWN
DESIGNED BY JCH
DRAWN BY JCH
CHECKED BY JCH

CHURCH AVENUE  
IMPROVEMENTS

EXHIBIT A

SHEET NUMBER

Plotted By: Harris, Chris    Sheet Set: Kha    Layout: Layout1    February 20, 2013    08:43:05am    K:\CST\_Civil\No-Prop\Church St. Intersection - Trace\Exhibits\20130218-Exhibit A.dwg  
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 BRYAN, TX 77802  
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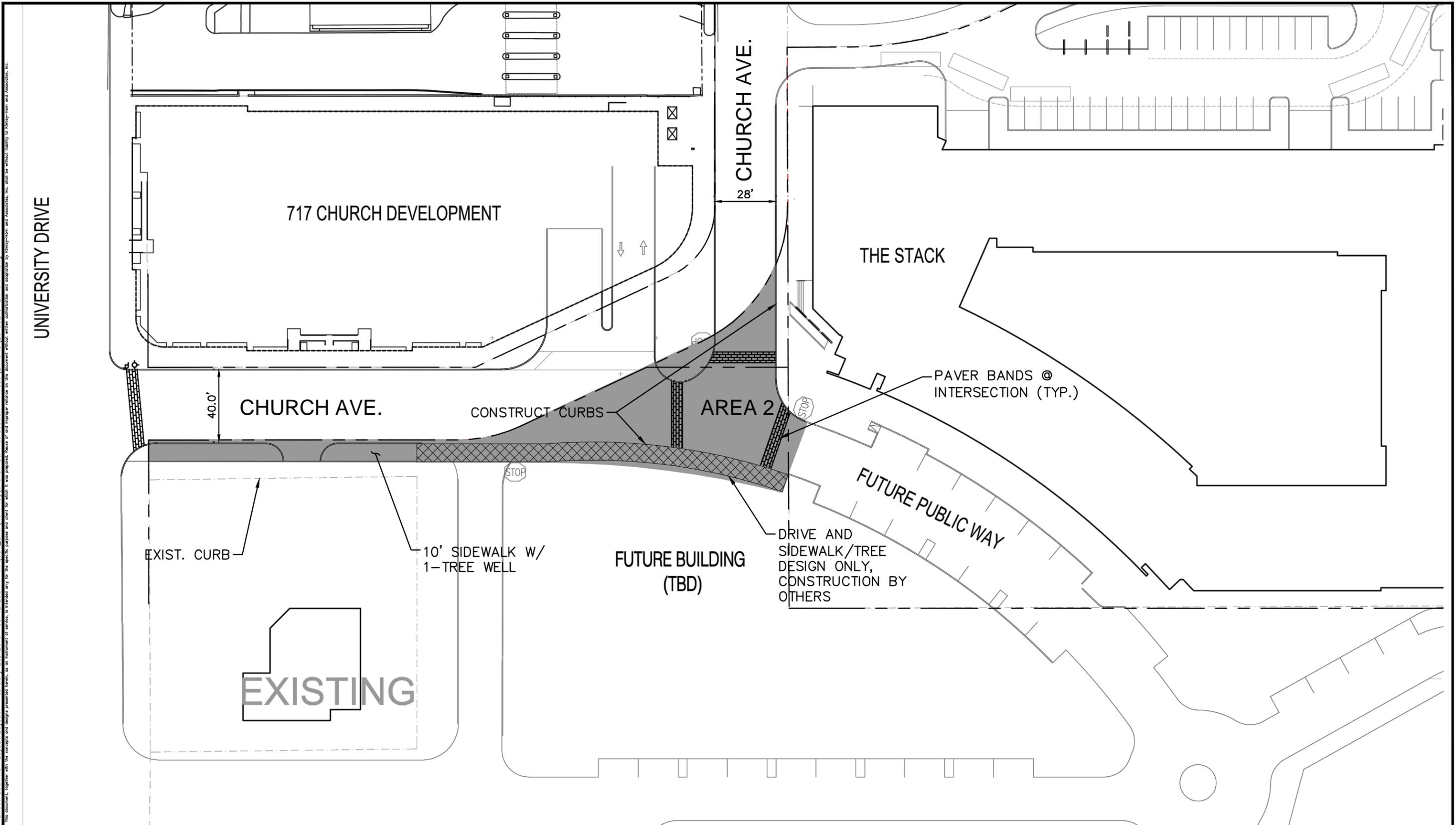
KHA PROJECT
DATE 02/13
SCALE AS SHOWN
DESIGNED BY JCH
DRAWN BY JCH
CHECKED BY JCH

**CHURCH AVENUE IMPROVEMENTS**

**EXHIBIT "B"**

SHEET NUMBER

Plotted By: Harris, Chris Sheet Set: Kha Layout: Layout1 February 20, 2013 08:42:29am K:\CST\_Civil\No-Proj\Church St. Intersection - Trace\Exhibits\20130218-Exhibit A.dwg  
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 TEXAS REGISTERED ENGINEERING FIRM F-928  
 2800 SOUTH TEXAS AVENUE, SUITE 201  
 BRYAN, TX 77802  
 PHONE: 979-775-9595 FAX: 979-775-9599  
 WWW.KIMLEY-HORN.COM

KHA PROJECT	
DATE	02/13
SCALE	AS SHOWN
DESIGNED BY	JCH
DRAWN BY	JCH
CHECKED BY	JCH

**CHURCH AVENUE IMPROVEMENTS**

**EXHIBIT C**

SHEET NUMBER

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY AND DRI/CA COLLEGE STATION, LLC AND LINBECK GROUP, LLC FOR THE DEVELOPMENT OF CHURCH AVENUE ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, DRI/CA College Station, LLC is the developer and Linbeck Group, LLC is the developer's contractor developing the Church Avenue Roadway Improvements Project; and

WHEREAS, as part of said development, the construction of certain public infrastructure is required; and

WHEREAS, pursuant to Section 212.071 et seq. Texas Local Government Code the City of College Station and the developer have agreed to jointly participate in the construction of certain public infrastructure to wit: the Church Avenue Roadway Improvements Project as further set forth in a Participation Agreement; now, therefore,

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

**PART 1:** That the City Council hereby finds it to be in the best interests of its citizens to enter into that one certain Participation Agreement with DRI/CA College Station, LLC and Linbeck Group, LLC for the construction of the Church Avenue Roadway Improvements Project. A copy of said Participation Agreement is attached as **Exhibit "A"** and incorporated herein by reference.

**PART 2:** That the City Council hereby approves the Participation Agreement with DRI/CA College Station, LLC and Linbeck Group, LLC obligating the CITY to pay a maximum of \$111,095.00 out of a total estimated amount of \$533,745.00 for the labor, materials and equipment required for the improvements related to the Church Avenue Roadway Improvements Project.

**PART 3:** That the funding for this Participation Agreement shall be as budgeted from the Street Oversized Participation Fund, in the amount of \$111,095.00.

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

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**February 28, 2013**  
**Regular Agenda Item No. 6**  
**RFP #13-025 – City Wide Towing Contractor**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding contracting for vehicle towing and storage services.

**Relationship to Strategic Goals:** Sustainable City

**Recommendation(s):** Staff is seeking direction from the Council as to whether or not we wish to proceed with the acceptance of bids.

**Summary:** Annually, the Police Department oversees the inspection and permitting of approximately 61 wreckers and 11 vehicle storage facilities that belong to 29 different wrecker companies. This process is extremely time intensive. In July, 2012, Police Department employees spent 256 total hours over a two week period completing these inspections. Each company that submits vehicles for inspection is charged a flat rate of \$200 for these inspections. Successfully passing this inspection allows them to be considered for use on the wrecker rotation schedule that is currently in place. With 29 companies currently on rotation, the total amount collected for these inspections in 2012 was approximately \$5800.

In an effort to streamline these inspections and to be more consistent in towing procedures, the city issued RFP 13-025 to request proposals for a city wide towing contractor. The intent of this RFP was to solicit proposals from any and all qualified contractors in an effort to award a city wide towing contract(s). It was fully expected that no less than two and perhaps more contractors would be selected. The selected contractors would be awarded contracts for all city generated tows including those from the Police Department, Fleet Services, or any other city department needing towing services.

Eight proposals were received in response to the RFP. Our Staff wishes to present to the Council the results from the RFP response and is seeking direction from the Council as to whether or not they wish to proceed with awarding a contract or if we should seek other options at this time.

**Budget & Financial Summary:** None

**Attachments:**

1. None