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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, March 28, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Presentation:

- Presentation of appreciation and recognition of the retirement of Texas A&M University Police Chief Elmer Schneider.
- Presentation by the Aggieland Humane Society regarding their donation of Dog Park Equipment.

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:
- March 14, 2013 Workshop
 - March 14, 2013 Regular Council Meeting
- b. Presentation, possible action, and discussion regarding construction contract 13-144 with Elliott Construction, LLC, in the amount of \$2,269,045.00 for Phase 1 of the Bee Creek Sanitary Sewer Trunk Line

Rehabilitation, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

- c. Presentation, possible action, and discussion regarding approval of a contract, #13-156, between the City of College Station and Glenn Fuqua, Inc. in the amount of \$1,447,902.83 to construct the Bird Pond Road Rehabilitation Project.
- d. Presentation, possible action, and discussion regarding award of a construction contract with Dudley Construction, Ltd. in the amount of \$2,975,669.11 for the Jones Butler Road Extension project.
- e. Presentation, possible action and discussion concerning approval of: (1) a ground lease from TAMUS to College Station for property located generally northeast of the intersection of Wellborn Road and University Drive for the purpose of constructing an electrical substation, (2) an interlocal agreement between College Station and TAMU providing the terms and conditions necessary for the construction of an electrical substation on the ground lease site, and (3) a release of an existing right-of-way easement conveyed from TAMUS to College Station by instrument dated August 8, 2006, recorded in Volume 7572, Page 179, of the Real Property Records of Brazos County, Texas.
- f. Presentation, possible action, and discussion regarding the award of Bid Tab 13-047 and approval of a contract between the City of College Station and WEG Electric Corp, as bid by KD Johnson in the amount of \$735,545 for the purchase of 25/33/46.6 MVA substation transformer for the new Northgate Substation to be built at the existing TAMU 138 kV Switchyard. This action would authorize the City Manager to execute the contract on behalf of the City Council.
- g. Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of right-of-way needed for the University Drive Pedestrian Improvements Project.
- h. Presentation, possible action, and discussion for a City Participation Agreement for water line improvements in the Northpoint Crossing Ph.1 Subdivision 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 \$67,101.59.
- i. Presentation, possible action and discussion regarding proposed changes to Chapter 2 – Animal Control of the City of College Station Ordinances.
- j. Presentation, possible action, and discussion to approve an agreement for the City to sell reclaimed water to the Pebble Creek Country Club.
- k. Presentation, possible action, and discussion regarding approval of an ILA transferring surplus radio equipment from the City of College Station to the City of Brenham.
- l. Presentation, possible action, and discussion regarding the approval of police safety equipment and supplies to Smith & Wesson for \$56,551.35, to GT Distributors for \$100,560.32 for rifle accessories and ammunition, and tactical vests for SWAT, and to ArmorUp, dba Bulletproofme for \$23,220.00 for tactical vests for Patrol.

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

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

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

1. Public Hearing, presentation, possible action, and discussion on an ordinance Budget Amendment #2 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$961,834; increase the number of regular full-time positions in the budget by two (2.0); and presentation, possible action and discussion on one interfund transfer.
2. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 7.547 acres located at 4080 State Highway 6 South from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan.
3. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.10 acre right-of-way, which is located on Lots 3-10 of Block B of the College Heights Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas.
4. 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, March 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 March, 2013 at 5:00 p.m.

Thursday, March 28, 2013

Janya Mallett
City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on March 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 . Council meetings are broadcast live on Cable Access Channel 19.

March 28, 2013
City Council Consent Agenda 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:

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

Attachments:

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

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MARCH 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, arrived after roll call

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 4:34 p.m. on Thursday, March 14, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Presentation, possible action, and discussion on the update to the City Council Strategic Plan.

Bob Cowell, Executive Director of Planning and Development Services, stated that at the January Retreat, the Council identified seven key initiatives: good governance, financially sustainable City, core services and infrastructure, neighborhood integrity, diverse growing economy, improving mobility, and sustainable City. Staff needs direction as to what Council wishes to see more of in future workshops, or that need to go in a different direction.

Councilmember Fields would like to see more detail for good governance, sustainability, and more economic detail.

Councilmember Nichols asked where in the strategic plan would we have more workshop discussion in the future? Sub-committees have been formed to address some of the initiatives, and he would like to see updates.

Mayor Berry noted that our strategic goals have not changed. She envisions the sub-committees expanding their scope to include review of some of the master plans. She also wants to see if our pay plan is where it needs to be.

Councilmember Brick hopes that the committees will coordinate with the Chamber as well. She remembers that for sustainability we refined that goal to state “where fiscally responsible”. She noted that we are not looking at doing away with any of these initiatives, but are looking to see where emphasis needs to be focused.

Councilmember Mooney said this is a living document, but more importantly, this is a working document. If we look at the similarities among these issues, we can narrow the plan down and solidify the effort. When we take steps to address one strategy, we need to look at how that impacts other strategies. We can prioritize and channel our resources better. He referred to #52, promoting job growth through diversification.

Councilmember Schultz said we are doing a good job in many of the areas. What jumped out to her was #6; she feels we have come a long way, but there is a lot more to be done. Another item is #56, how our regulations and standards affect business.

Councilmember Nichols stated he likes the citizen surveys. The feedback received is very important. He asked how do we want to be compared to other cities? We can only do some of these things at any one time. There are some fundamental discussions that need to be held.

Councilmember Fields suggested it is equally important to set one’s own benchmarks as to what Council expects of itself. An action-oriented thing he would like to see is in the ordinance a requirement to show the impact of an ordinance or the cost to a business because of the ordinance.

3. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 5:11 p.m. on Thursday, March 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.
- 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 361st District Court of Brazos County, Texas
- State v. Carol Arnold, Cause Number 11-02697-CRF-85, In the 85th District Court, Brazos County, Texas

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

- City Attorney
- Internal Auditor

C. 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 TAMUS

The Executive Session adjourned at 6:03 p.m.

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

No action was required from Executive Session.

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

Items 2f and 2h was pulled for discussion.

2h: Chuck Gilman, Director of Capital Projects, clarified the objective is to provide a more unbiased update, rating each and every street and providing a maintenance strategy, as well as having street maintenance employees doing what they were hired to do.

2f: Carla Robinson, City Attorney, explained that the language is necessary to reference those specific statutes. Frank Simpson, Interim City Manager, stated that before any action for eminent domain happens, it would come before Council to authorize the condemnation.

6. Presentation and discussion regarding an update from the Arts Council of Brazos Valley.

Chris Dyer, CEO with the Arts Council, reported the core activities for FY 13 included marketing regional arts programs to local, statewide and national audiences, administering and managing grant programs, administering artistic programs, fundraising and grant writing, increasing revenue generating classes and programs, and rebranding and logo development. FY13 funding from College Station was broken down as:

- \$270,000 Affiliate Subgranting (*HOT*);
- \$100,000 Marketing, Programs & Operations (*General Fund*);

- \$30,000 Arts Marketing (*HOT*); and
- In-kind (*use of building*).

Accountability measures include: three City-appointed Board Members, monthly distribution of Board packets, quarterly reporting, affiliate reporting, an independent Annual Audit, and all records are open to inspection by the City and the public.

Fundraising is done through various means: annual memberships, various events, grants, and service revenue programs and accounts for 30% of their annual budget. College Station support accounts for about 19% of the budget. Operations support includes \$30,000 in HOT fund marketing contribution in addition to \$100,000 cash support.

Granting programs utilized include the Annual Marketing & Program Grant (College Station HOT), a Rural Sub-Grant Program (TCA and private donors), a Navasota Marketing and Program Grant (City of Navasota HOT), the College Arts Scholarship Program (private donors), and grants through private donors. The Arts Council has seen a 30% increase in grant demand over the past three fiscal years. Highlights of the first quarter grant funded program were presented. Eleven affiliates received funding in the first quarter. 755 hotel rooms were booked, 6,210 meals were consumed in local restaurants, and 28,383 persons attended the events.

As a result of marketing activities, the Arts Council has received 6,000 visitors since October, over 70% of which are unique visitors. The “Events Calendar” is the most visited page on the Arts Council website, with 780+ visits from the US outside of Texas, reaching 44 states. Marketing plans for the third and fourth quarters include a media campaign with KBTX and Bryan Broadcasting and other venues.

He requested direction on how the Council wanted to be updated throughout the year.

No action was required by Council.

Mayor Berry recessed the Workshop at 7:00 p.m.

The Workshop reconvened at 7:24 p.m.

7. Presentation, possible action, and discussion on the update to the City Council Strategic Plan.

Councilmember Benham asked for an additional initiative to address broadband access for businesses and residents.

8. Council Calendar

- **March 18 JGC Meeting at BVCOG, 12:00 p.m.**
- **March 20 RVP Meeting at RVP, 3:00 p.m.**
- **March 21 Chamber Day 2013 at the Chamber, 8:00 a.m.**
- **March 21 Business After Hours - Allen Honda, 2450 Earl Rudder Frwy, 5:30 p.m.**

- March 21 P&Z Workshop/Meeting, Council Chambers, 6:00 p.m. (Jess Fields, Liaison)
- March 26 GB Foundation - The GI's of Comedy, Rudder Auditorium, 6:00 p.m.
- March 28 Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.
- March 29 City Offices Closed – HOLIDAY

Council reviewed the Council calendar. Councilmember Benham announced a tentative date of April 11 for discussion on broadband.

9. 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.

There were no items requested.

10. 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, BVSWMA, 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.

Councilmember Nichols reported on the Brazos County Health Department.

Councilmember Mooney announced the Sister Cities delegation from Salamanca will be coming to College Station next Monday.

Councilmember Benham reported on broadband as it relates to the RVP. A final meeting will happen on March 25 with the City of Bryan and the County.

Councilmember Fields announced it's a girl!

11. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:38 p.m. on Thursday, March 14, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MARCH 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 7:00 p.m. on Thursday, March 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

Cora Rogers, 7472 Old Jones Road, voiced her opposition to the proposed dump site in the Brushy community. They do not want the dust or water contamination. They just want to live and be happy. A hearing is set for April 3 at the Brazos County courthouse. She asked the Council to attend and show its support.

CONSENT AGENDA

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

- February 28, 2013 Workshop
- February 28, 2013 Regular Council Meeting

2b. Presentation, possible action and discussion concerning approval of: (1) a ground lease from TAMUS to College Station for property located generally northeast of the intersection of Wellborn Road and University Drive for the purpose of constructing an electrical substation, (2) an interlocal agreement between College Station and TAMU providing the terms and conditions necessary for the construction of an electrical substation on the ground lease site, and (3) a release of an existing right-of-way easement conveyed from TAMUS to College Station by instrument dated August 8, 2006, recorded in Volume 7572, Page 179, of the Real Property Records of Brazos County, Texas.

2c. Presentation, possible action, and discussion regarding approval of the Owner Agreement for the Home Reconstruction Loan Program activity at 3385 Barron Cutoff Rd. and 1022 Crested Point.

2d. Presentation, possible action and discussion regarding award of a construction contract with Brazos Paving, Inc. in the amount of \$1,169,504.48 for the HSC Parkway Waterline Extension.

2e. Presentation, possible action, and discussion regarding water meter purchase contract WM08-10 with AquaMetric Sales Co. in the amount of \$133,639.

2f. Presentation, possible action, and discussion regarding approval of Resolution 03-14-13-2f, authorizing City staff to negotiate for the purchase of easements needed for the FM 2154 Sidewalk Improvements Project and public utilities.

2g. Presentation, possible action and discussion regarding the first renewal of Bid No. 12-048 with ProSTAR Industries for the purchase of janitorial supplies in an amount not to exceed \$58,654.66.

2h. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Gessner Engineering, LLC in the amount of \$57,200 for a roadway condition analysis and pavement management plan update.

2i. Presentation, possible action and discussion on bid awards for annual street maintenance agreements for asphalt pavement repair with Brazos Paving, Inc in the amount of \$79,000; resealing concrete joints with Larry Young Paving, Inc in the amount of \$30,000; crack sealing with Kuntz Contracting Corp in the amount of \$162,500; and microsurfacing with Viking Construction, Inc in the amount of \$342,000.

Item 2b was pulled from the agenda. Item 2f 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 2b and 2f. The motion carried.

(2f)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the Council voted two (2) for and five (5) against, with Mayor Berry and Councilmembers Brick, Nichols, Schultz, and Benham voting against, to amend the language in a couple of sections to strike “acquire” and substitute “negotiate for the purchase of property . . .”. The motion failed.

(2f)MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Nichols, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 03-14-13-2f, authorizing City staff to negotiate for the purchase of easements needed for the FM 2154 Sidewalk Improvements Project and public utilities. The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3485, vacating and abandoning a 0.0201 acre right-of-way, which is located on Lot 15 of Block 1 of the College Park Addition according to the plat recorded in Volume 38, Page 602 of the Deed Records of Brazos County, Texas.

At approximately 7:16 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:16 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3485, vacating and abandoning a 0.0201 acre right-of-way, which is located on Lot 15 of Block 1 of the College Park Addition according to the plat recorded in Volume 38, Page 602 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3486, vacating and abandoning a 0.55 acre portion of a 20 foot Utility Easement, which is located in the 324.83 acre tract in the J. H. Jones Survey, Abstract No. 26 according to the deed recorded in Volume 4023, Page 91 of the Deed Records of Brazos County, Texas.

At approximately 7:23 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:23 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz abstaining, to adopt Ordinance 2013-3486, vacating and abandoning a 0.55 acre portion of a 20 foot Utility Easement, which is located in the 324.83 acre tract in the J. H. Jones Survey, Abstract No. 26 according to the deed recorded in Volume 4023, Page 91 of the Deed Records of Brazos County, Texas. The motion carried.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:24 p.m. on Thursday, March 14, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

March 28, 2013
Consent Agenda Item No. 2b
Bee Creek Sanitary Sewer Trunk Line Rehabilitation
Phase 1 and a Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt
Project Number WF1369909

To: Frank Simpson, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding construction contract 13-144 with Elliott Construction, LLC, in the amount of \$2,269,045.00 for Phase 1 of the Bee Creek Sanitary Sewer Trunk Line Rehabilitation, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: This project includes the installation of approximately 7,300 linear feet of 42-inch, 36-inch, and 30-inch sanitary sewer main along Bee Creek from Bee Creek Park west of Texas Avenue to approximately 1,000 feet west of Welsh Avenue. This is the first of four phases to replace the Bee Creek Trunk Line which runs from Carters Creek Wastewater Treatment Plant to approximately 1,100 feet west of Jones Butler Road.

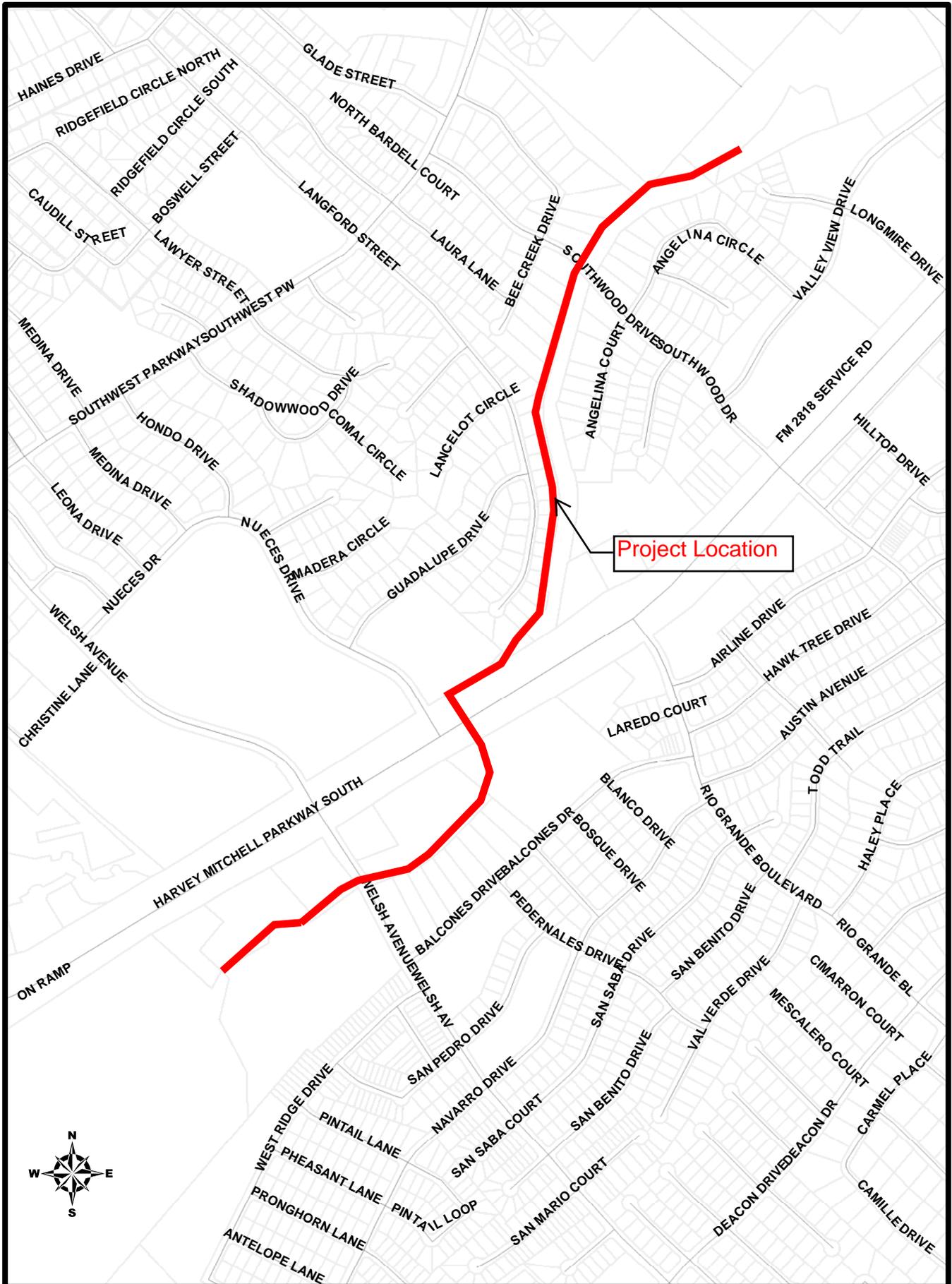
Much of the existing Bee Creek Trunk line was constructed in 1973 and was shown to have several surcharging line segments in the 2011 Wastewater Master Plan prepared by HDR, Inc. This project will install a gravity line to increase the system capacity of the Bee Cree Trunk Line to accept the ultimate build-out demand anticipated.

Budget & Financial Summary: Funds in the amount of \$14,703,625 are budgeted for this project in the Wastewater Capital Improvement Projects Fund. A total of \$1,530,535 has been expended or committed to date, leaving a balance of \$13,173,090 for construction and remaining expenditures. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the majority of the long term debt has not been issued for the project. The debt for the project is scheduled to be issued this fiscal year and in the future fiscal years.

Attachments:

1. Construction Contract – On File in City Secretary's Office
2. Map
3. Bid tabulation
4. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

Bee Creek Sanitary Sewer Trunk Line Rehabilitation Phase 1





City of College Station - Purchasing Division
 Bid Tabulation for #13-043
 "Bee Creek Sanitary Sewer Line Rehab - Phase 1"
 Open Date: Thursday, February 7, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, TX)		BRH-Garver Construction, LP (Houston, TX)		Elliott Construction, LLC (Wellborn, TX)		S.J. Louis Construction of Texas (Houston, TX)		Doughtie Construction Co., Inc (Huntsville, TX)		North Texas Contracting, Inc. (Keller, TX)		Huff & Mitchell, Inc. (Cypress, TX)		Lewis Contractors, Inc. (Georgetown, TX)		Garney Companies, Inc. (Kansas City, MO)		S&I Construction Co, Inc. dba Jerry Allen Smith Construction Co, Inc. (Jacksonville, AR)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A. GENERAL CONSTRUCTION ITEMS																							
1	1	LS	Mobilization	\$84,000.00	\$84,000.00	\$250,000.00	\$250,000.00	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$115,000.00	\$115,000.00	\$110,000.00	\$110,000.00	\$300,000.00	\$300,000.00	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00	\$165,000.00	\$165,000.00
2	1	LS	Traffic Control	\$2,300.00	\$2,300.00	\$15,300.00	\$15,300.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00
3	5	AC	Clearing and Grubbing	\$450.00	\$2,250.00	\$4,900.00	\$24,500.00	\$1,000.00	\$5,000.00	\$6,500.00	\$32,500.00	\$3,000.00	\$15,000.00	\$5,000.00	\$25,000.00	\$3,000.00	\$15,000.00	\$2,500.00	\$12,500.00	\$3,750.00	\$18,750.00	\$4,500.00	\$22,500.00
4	1	LS	Erosion and Sedimentation Control	\$43,500.00	\$43,500.00	\$42,600.00	\$42,600.00	\$39,000.00	\$39,000.00	\$38,000.00	\$38,000.00	\$51,520.00	\$51,520.00	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$65,000.00	\$65,000.00	\$25,000.00	\$25,000.00
5	7,302	LF	Trench Safety	\$1.13	\$8,251.26	\$1.00	\$7,302.00	\$1.00	\$7,302.00	\$1.00	\$7,302.00	\$2.00	\$14,604.00	\$1.00	\$7,302.00	\$1.00	\$7,302.00	\$0.50	\$3,651.00	\$2.00	\$14,604.00	\$50.00	\$365,100.00
6	1	LS	Bypass Pumping	\$8,500.00	\$8,500.00	\$55,786.00	\$55,786.00	\$8,000.00	\$8,000.00	\$27,000.00	\$27,000.00	\$22,500.00	\$22,500.00	\$14,000.00	\$14,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$99,000.00	\$99,000.00
TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS				\$148,801.26		\$395,488.00		\$144,302.00		\$109,802.00		\$224,124.00		\$196,302.00		\$351,302.00		\$190,151.00		\$370,854.00		\$701,600.00	
B. SEWER LINE CONSTRUCTION ITEMS																							
7	375	LF	54" Steel Casing Pipe by Dry Mechanical Bore (Excludes Carrier Pipe)	\$868.71	\$325,766.25	\$1,043.00	\$391,125.00	\$833.00	\$312,375.00	\$942.00	\$353,250.00	\$775.00	\$290,625.00	\$800.00	\$300,000.00	\$855.00	\$320,625.00	\$850.00	\$318,750.00	\$1,100.00	\$412,500.00	\$1,134.47	\$425,426.25
8	130	LF	54" Steel Casing Pipe on Piers by Open Cut (Excludes Carrier Pipe)	\$594.76	\$77,318.80	\$1,377.00	\$179,010.00	\$646.00	\$83,980.00	\$840.00	\$109,200.00	\$800.00	\$104,000.00	\$750.00	\$97,500.00	\$800.00	\$104,000.00	\$500.00	\$65,000.00	\$850.00	\$110,500.00	\$884.47	\$114,981.10
9	265	LF	42" Steel Casing Pipe by Dry Mechanical Bore (Excludes Carrier Pipe)	\$418.60	\$110,929.00	\$846.00	\$224,190.00	\$590.00	\$156,350.00	\$545.00	\$144,425.00	\$585.00	\$155,025.00	\$600.00	\$159,000.00	\$650.00	\$172,250.00	\$700.00	\$185,500.00	\$800.00	\$212,000.00	\$885.09	\$234,548.85
10	155	LF	42" Steel Casing Pipe by Open Cut (Excludes Carrier Pipe)	\$232.98	\$36,111.90	\$367.00	\$56,885.00	\$249.00	\$38,595.00	\$234.00	\$36,270.00	\$275.00	\$42,625.00	\$320.00	\$49,600.00	\$200.00	\$31,000.00	\$200.00	\$31,000.00	\$500.00	\$77,500.00	\$610.09	\$94,563.95
11	50	LF	42" Steel Casing Pipe on Piers by Open Cut (Excludes Carrier Pipe)	\$447.92	\$22,396.00	\$1,094.00	\$54,700.00	\$560.00	\$28,000.00	\$918.00	\$45,900.00	\$520.00	\$26,000.00	\$1,000.00	\$50,000.00	\$800.00	\$40,000.00	\$440.00	\$22,000.00	\$775.00	\$38,750.00	\$825.00	\$41,250.00
12	5	LF	27" Dia. ASTM F679 PVC Pipe, by Open Cut	\$600.00	\$3,000.00	\$328.00	\$1,640.00	\$215.00	\$1,075.00	\$370.00	\$1,850.00	\$125.00	\$625.00	\$130.00	\$650.00	\$400.00	\$2,000.00	\$325.00	\$1,625.00	\$130.00	\$650.00	\$100.00	\$500.00
13	10	LF	24" Dia. ASTM F679 PVC Pipe, by Open Cut	\$300.00	\$3,000.00	\$208.00	\$2,080.00	\$118.00	\$1,180.00	\$160.00	\$1,600.00	\$110.00	\$1,100.00	\$115.00	\$1,150.00	\$250.00	\$2,500.00	\$170.00	\$1,700.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
14	41	LF	18" Dia. ASTM F679 PVC Pipe, by Open Cut	\$141.00	\$5,781.00	\$67.00	\$2,747.00	\$78.00	\$3,198.00	\$120.00	\$4,920.00	\$81.00	\$3,321.00	\$105.00	\$4,305.00	\$80.00	\$3,280.00	\$70.00	\$2,870.00	\$85.00	\$3,485.00	\$100.00	\$4,100.00
15	5	LF	15" Dia. SDR-26 PVC Pipe, by Open Cut	\$152.00	\$760.00	\$88.00	\$440.00	\$75.00	\$375.00	\$165.00	\$825.00	\$65.00	\$325.00	\$90.00	\$450.00	\$100.00	\$500.00	\$120.00	\$600.00	\$75.00	\$375.00	\$100.00	\$500.00
16	12	LF	6" Dia. SDR-35 PVC Pipe, by Open Cut	\$59.50	\$714.00	\$5.00	\$60.00	\$70.00	\$840.00	\$65.00	\$780.00	\$45.00	\$540.00	\$65.00	\$780.00	\$80.00	\$960.00	\$40.00	\$480.00	\$50.00	\$600.00	\$100.00	\$1,200.00
17	2	EA	Standard 6' Dia. Sanitary Sewer Manhole (Up to 12' Depth)	\$7,500.00	\$15,000.00	\$12,760.00	\$25,520.00	\$8,733.00	\$17,466.00	\$11,500.00	\$23,000.00	\$6,850.00	\$13,700.00	\$10,000.00	\$20,000.00	\$11,000.00	\$22,000.00	\$11,000.00	\$22,000.00	\$15,500.00	\$31,000.00	\$9,426.00	\$18,852.00
18	12	EA	Standard 6' Dia. Sanitary Sewer Manhole (Over 12' Depth)	\$9,340.00	\$112,080.00	\$12,760.00	\$153,120.00	\$10,066.00	\$120,792.00	\$11,100.00	\$133,200.00	\$7,500.00	\$90,000.00	\$12,000.00	\$144,000.00	\$12,000.00	\$144,000.00	\$11,500.00	\$138,000.00	\$16,000.00	\$192,000.00	\$9,776.00	\$117,312.00
19	3	EA	Standard 5' Dia. Sanitary Sewer Manhole (Up to 12' Depth)	\$29,500.00	\$88,500.00	\$10,330.00	\$30,990.00	\$6,370.00	\$19,110.00	\$8,700.00	\$26,100.00	\$5,250.00	\$15,750.00	\$8,000.00	\$24,000.00	\$8,000.00	\$24,000.00	\$8,700.00	\$26,100.00	\$12,500.00	\$37,500.00	\$7,014.00	\$21,042.00
20	6	EA	Standard 5' Dia. Sanitary Sewer Manhole (Over 12' Depth)	\$18,100.00	\$108,600.00	\$10,330.00	\$61,980.00	\$7,751.00	\$46,506.00	\$8,700.00	\$52,200.00	\$5,750.00	\$34,500.00	\$9,000.00	\$54,000.00	\$9,000.00	\$54,000.00	\$9,000.00	\$54,000.00	\$12,000.00	\$72,000.00	\$7,314.00	\$43,884.00
21	14	EA	4" Lateral Stubout	\$709.00	\$9,926.00	\$2,650.00	\$37,100.00	\$550.00	\$7,700.00	\$785.00	\$10,990.00	\$1,200.00	\$16,800.00	\$1,000.00	\$14,000.00	\$500.00	\$7,000.00	\$100.00	\$1,400.00	\$1,300.00	\$18,200.00	\$550.00	\$7,700.00
22	6	EA	Sanitary Sewer Manhole Vent	\$2,900.00	\$17,400.00	\$3,950.00	\$23,700.00	\$2,330.00	\$13,980.00	\$3,800.00	\$22,800.00	\$3,420.00	\$20,520.00	\$3,000.00	\$18,000.00	\$3,500.00	\$21,000.00	\$2,500.00	\$15,000.00	\$4,750.00	\$28,500.00	\$800.00	\$4,800.00
23	3	EA	Standard External Drop Connection for Sanitary Sewer Manhole	\$4,400.00	\$13,200.00	\$5,230.00	\$15,690.00	\$3,120.00	\$9,360.00	\$3,200.00	\$9,600.00	\$2,560.00	\$7,680.00	\$3,000.00	\$9,000.00	\$3,500.00	\$10,500.00	\$3,400.00	\$10,200.00	\$7,000.00	\$21,000.00	\$6,500.00	\$19,500.00
24	3	EA	Vertical External Drop Connection for Sanitary Sewer Manhole	\$4,400.00	\$13,200.00	\$5,230.00	\$15,690.00	\$2,200.00	\$6,600.00	\$3,200.00	\$9,600.00	\$2,450.00	\$7,350.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$600.00	\$1,800.00	\$6,500.00	\$19,500.00	\$7,500.00	\$22,500.00
25	1	EA	6' Dia. Sanitary Sewer Manhole Installed On Existing Main	\$7,450.00	\$7,450.00	\$24,880.00	\$24,880.00	\$9,355.00	\$9,355.00	\$6,700.00	\$6,700.00	\$7,750.00	\$7,750.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$11,500.00	\$11,500.00	\$25,000.00	\$25,000.00	\$11,776.00	\$11,776.00
26	2	EA	5' Dia. Sanitary Sewer Manhole Installed On Existing Main	\$5,200.00	\$10,400.00	\$22,450.00	\$44,900.00	\$7,200.00	\$14,400.00	\$4,400.00	\$8,800.00	\$6,500.00	\$13,000.00	\$9,000.00	\$18,000.00	\$10,000.00	\$20,000.00	\$9,400.00	\$18,800.00	\$20,000.00	\$40,000.00	\$9,564.00	\$19,128.00
27	29	SY	Removal of Existing Concrete - Pavement, Sidewalk, & Driveways	\$6.00	\$174.00	\$11.00	\$319.00	\$12.00	\$348.00	\$6.00	\$174.00	\$95.00	\$2,755.00	\$110.00	\$3,190.00	\$10.00	\$290.00	\$3.00	\$87.00	\$14.00	\$406.00	\$100.00	\$2,900.00
28	29	SY	Replace Concrete Multi-Use Trail	\$113.00	\$3,277.00	\$109.00	\$3,161.00	\$53.00	\$1,537.00	\$68.00	\$1,972.00	\$80.00	\$2,320.00	\$110.00	\$3,190.00	\$200.00	\$5,800.00	\$100.00	\$2,900.00	\$85.00	\$2,465.00	\$100.00	\$2,900.00
29	380	SY	Remove and Replace Concrete Revetment Blocks	\$11.25	\$4,275.00	\$115.00	\$43,700.00	\$35.00	\$13,300.00	\$55.00	\$20,900.00	\$125.00	\$47,500.00	\$50.00	\$19,000.00	\$45.00	\$17,100.00	\$100.00	\$38,000.00	\$40.00	\$15,200.00	\$75.00	\$28,500.00
30	25	SY	Remove and Replace Concrete Rip-Rap	\$56.00	\$1,400.00	\$109.00	\$2,725.00	\$71.00	\$1,775.00	\$190.00	\$4,750.00	\$30.00	\$750.00	\$130.00	\$3,250.00	\$40.00	\$1,000.00	\$125.00	\$3,125.00	\$40.00	\$1,000.00	\$85.00	\$2,125.00
31	60	LF	Remove and Replace 36" RCP	\$141.00	\$8,460.00	\$109.00	\$6,540.00	\$100.00	\$6,000.00	\$200.00	\$12,000.00	\$160.00	\$9,600.00	\$120.00	\$7,200.00	\$100.00	\$6,000.00	\$90.00	\$5,400.00	\$185.00	\$11,100.00	\$140.00	\$8,400.00
32	80	LF	Remove and Replace 18" RCP (Includes Headwall)	\$73.25	\$5,860.00	\$134.00	\$10,720.00	\$66.00	\$5,280.00	\$110.00	\$8,800.00	\$92.00	\$7,360.00	\$75.00	\$6,000.00	\$91.00	\$7,280.00	\$100.00	\$8,000.00	\$150.00	\$12,000.00	\$160.00	\$12,800.00



City of College Station - Purchasing Division
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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	40	LF	Remove 24" CMP and Replace With 24" RCP	\$84.50	\$3,380.00	\$77.00	\$3,080.00	\$80.00	\$3,200.00	\$144.00	\$5,760.00	\$105.00	\$4,200.00	\$70.00	\$2,800.00	\$70.00	\$2,800.00	\$60.00	\$2,400.00	\$170.00	\$6,800.00	\$100.00	\$4,000.00
34	1	EA	Remove and Replace Storm Sewer Junction Box	\$3,380.00	\$3,380.00	\$3,432.00	\$3,432.00	\$3,120.00	\$3,120.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
35	1	EA	Remove and Replace Concrete Apron	\$2,250.00	\$2,250.00	\$1,313.00	\$1,313.00	\$1,825.00	\$1,825.00	\$3,800.00	\$3,800.00	\$3,200.00	\$3,200.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
36	25	SY	Remove and Replace Gravel Driveway	\$56.00	\$1,400.00	\$109.00	\$2,725.00	\$10.00	\$250.00	\$25.00	\$625.00	\$22.00	\$550.00	\$20.00	\$500.00	\$40.00	\$1,000.00	\$25.00	\$625.00	\$35.00	\$875.00	\$20.00	\$500.00
37	5	AC	Hydromulch Seeding	\$1,500.00	\$7,500.00	\$1,700.00	\$8,500.00	\$1,770.00	\$8,850.00	\$1,700.00	\$8,500.00	\$2,250.00	\$11,250.00	\$1,000.00	\$5,000.00	\$1,300.00	\$6,500.00	\$1,100.00	\$5,500.00	\$1,800.00	\$9,000.00	\$1,650.00	\$8,250.00
38	707	CY	Cement Stabilized Sand Backfill	\$30.50	\$21,563.50	\$40.00	\$28,280.00	\$50.00	\$35,350.00	\$50.00	\$35,350.00	\$75.00	\$53,025.00	\$65.00	\$45,955.00	\$42.00	\$29,694.00	\$35.00	\$24,745.00	\$60.00	\$42,420.00	\$130.00	\$91,910.00
39	7.302	LF	Pre-Construction Television Inspection	\$1.69	\$12,340.38	\$2.00	\$14,604.00	\$4.50	\$32,859.00	\$3.00	\$21,906.00	\$2.65	\$19,350.30	\$2.00	\$14,604.00	\$3.00	\$21,906.00	\$2.00	\$14,604.00	\$1.25	\$9,127.50	\$4.00	\$29,208.00
40	7.302	LF	Post-Construction Television Inspection	\$3.38	\$24,680.76	\$2.00	\$14,604.00	\$3.00	\$21,906.00	\$3.00	\$21,906.00	\$2.85	\$20,810.70	\$1.00	\$7,302.00	\$2.00	\$14,604.00	\$1.00	\$7,302.00	\$2.25	\$16,429.50	\$4.00	\$29,208.00
TOTAL SECTION B - SEWER LINE CONSTRUCTION ITEMS				\$1,081,473.59		\$1,490,150.00		\$1,026,837.00		\$1,150,953.00		\$1,036,707.00		\$1,108,426.00		\$1,129,089.00		\$1,043,513.00		\$1,478,883.00		\$1,432,265.15	
C. ALTERNATIVE ITEM #1 - DUCTILE IRON PIPE																							
41	4,154	LF	42" Dia. Ductile Iron Pipe (Class 200)	\$263.55	\$1,094,786.70	No Bid	No Bid	\$270.00	\$1,121,580.00	\$393.00	\$1,632,522.00	\$300.00	\$1,246,200.00	\$331.00	\$1,374,974.00	\$340.00	\$1,412,360.00	\$300.00	\$1,246,200.00	\$353.00	\$1,466,362.00	\$332.32	\$1,380,457.28
42	257	LF	36" Dia. Ductile Iron Pipe (Class 200)	\$211.50	\$54,355.50	No Bid	No Bid	\$229.00	\$58,853.00	\$329.00	\$84,553.00	\$230.00	\$59,110.00	\$285.00	\$73,245.00	\$300.00	\$77,100.00	\$260.00	\$66,820.00	\$286.00	\$73,502.00	\$287.12	\$73,789.84
43	2,818	LF	30" Dia. Ductile Iron Pipe (Class 200)	\$162.71	\$458,516.78	No Bid	No Bid	\$189.00	\$532,602.00	\$268.00	\$755,224.00	\$190.00	\$535,420.00	\$243.00	\$684,774.00	\$245.00	\$690,410.00	\$225.00	\$634,050.00	\$264.00	\$743,952.00	\$248.50	\$700,273.00
TOTAL SECTION C - ALTERNATIVE ITEM #1 - DUCTILE IRON PIPE				\$1,607,658.98		No Bid		\$1,713,035.00		\$2,472,299.00		\$1,840,730.00		\$2,132,993.00		\$2,179,870.00		\$1,947,070.00		\$2,283,816.00		\$2,154,520.12	
D. ALTERNATIVE ITEM #2 - FIBERGLASS PIPE																							
44	4,154	LF	42" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72)	\$180.81	\$751,084.74	\$270.00	\$1,121,580.00	\$168.00	\$697,872.00	\$228.00	\$947,112.00	\$235.00	\$976,190.00	\$225.00	\$934,650.00	\$224.00	\$930,496.00	\$200.00	\$830,800.00	\$240.00	\$996,960.00	\$262.33	\$1,089,718.82
45	257	LF	36" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72)	\$148.00	\$38,036.00	\$268.00	\$68,876.00	\$164.00	\$42,148.00	\$193.00	\$49,601.00	\$190.00	\$48,830.00	\$189.00	\$48,573.00	\$200.00	\$51,400.00	\$170.00	\$43,690.00	\$223.00	\$57,311.00	\$229.40	\$58,955.80
46	2,818	LF	30" Dia. Fiberglass-Reinforced Polymer Mortar Pipe (SN 72)	\$116.14	\$327,282.52	\$217.00	\$611,506.00	\$127.00	\$357,886.00	\$165.00	\$464,970.00	\$160.00	\$450,880.00	\$144.00	\$405,792.00	\$168.00	\$473,424.00	\$160.00	\$450,880.00	\$204.00	\$574,872.00	\$203.07	\$572,251.26
TOTAL SECTION D - ALTERNATIVE ITEM #2 - FIBERGLASS PIPE				\$1,116,403.26		\$1,801,962.00		\$1,097,906.00		\$1,461,683.00		\$1,475,900.00		\$1,389,015.00		\$1,455,320.00		\$1,325,370.00		\$1,629,143.00		\$1,720,925.88	
E. ALTERNATIVE ITEM #3 - CLOSED PROFILE PVC PIPE																							
47	4,154	LF	42" Dia. ASTM F1803 Closed Profile PVC Pipe (PS 75)	\$149.75	\$622,061.50	No Bid	No Bid	\$148.00	\$614,792.00	\$191.00	\$793,414.00	\$200.00	\$830,800.00	\$210.00	\$872,340.00	\$208.00	\$864,032.00	\$200.00	\$830,800.00	\$228.00	\$947,112.00	\$233.18	\$968,629.72
48	257	LF	36" Dia. ASTM F1803 Closed Profile PVC Pipe (PS 75)	\$143.50	\$36,879.50	No Bid	No Bid	\$136.00	\$34,952.00	\$168.00	\$43,176.00	\$185.00	\$47,545.00	\$164.00	\$42,148.00	\$185.00	\$47,545.00	\$170.00	\$43,690.00	\$200.00	\$51,400.00	\$216.25	\$55,576.25
49	2,818	LF	30" Dia. ASTM F1803 Closed Profile PVC Pipe (PS 75)	\$79.09	\$222,875.62	No Bid	No Bid	\$100.00	\$281,800.00	\$124.00	\$349,432.00	\$150.00	\$422,700.00	\$122.00	\$343,796.00	\$136.00	\$383,248.00	\$130.00	\$366,340.00	\$183.00	\$515,694.00	\$190.06	\$535,589.08
TOTAL SECTION E - ALTERNATIVE ITEM #3 - CLOSED PROFILE PVC PIPE				\$881,816.62		No Bid		\$931,544.00		\$1,186,022.00		\$1,301,045.00		\$1,258,284.00		\$1,294,825.00		\$1,240,830.00		\$1,514,206.00		\$1,559,795.05	
F. ADD ALTERNATE - CRUSHED STONE EMBEDMENT																							
50	7302	LF	Aggregate Grade 4 Crushed Stone Embedment	\$7.00	\$51,114.00	\$56.92	\$415,629.84	\$34.00	\$248,268.00	\$28.00	\$204,456.00	\$37.00	\$270,174.00	\$19.00	\$138,738.00	\$16.50	\$120,483.00	\$20.00	\$146,040.00	\$7.00	\$51,114.00	\$15.00	\$109,530.00
TOTAL BASE BID (Section A + Section B)				\$1,230,274.85		\$1,885,638.00		\$1,171,139.00		\$1,260,755.00		\$1,260,831.00		\$1,304,728.00		\$1,480,391.00		\$1,233,664.00		\$1,849,737.00		\$2,133,865.15	
TOTAL BASE BID + ALTERNATIVE #1				\$2,837,933.83		No Bid		\$2,884,174.00		\$3,733,054.00		\$3,101,561.00		\$3,437,721.00		\$3,660,261.00		\$3,180,734.00		\$4,133,553.00		\$4,288,385.27	
TOTAL BASE BID + ALTERNATIVE #2				\$2,346,678.11		\$3,687,600.00		\$2,269,045.00		\$2,722,438.00		\$2,736,731.00		\$2,693,743.00		\$2,935,711.00		\$2,559,034.00		\$3,478,880.00		\$3,854,791.03	
TOTAL BASE BID + ALTERNATIVE #3				\$2,112,091.47		No Bid		\$2,102,683.00		\$2,446,777.00		\$2,561,876.00		\$2,563,012.00		\$2,775,216.00		\$2,474,494.00		\$3,363,943.00		\$3,693,660.20	
Certification of Bid				✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓		✓		✓		✓		✓		✓	

NOTES:
 Dudley Construction, Ltd.
 »Bidder miscalculated the total for Bid Item 8, Total Section B, Total Base Bid and Total Base Bid + each Alternate. The highlighted totals above are correct.

BRH-Garver Construction, LP
 »"NO BID" Alternative Items #1 & #2, resulting in "NO BIDS" for Total Base Bid + Alternative #1 and Total Base Bid + Alternative #2.

SJ Louis Construction, LTD
 »Bidder did not bid a unit cost for Bid Item 1 - Mobilization. Bid prices cannot be added or changed after the opening of bids. Bidder miscalculated Bid Item 3, Bid Item 11, Total Section B, Total Base Bid and Total Base Bid + each Alternate. The highlighted totals above are correct.

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$6,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 28th DAY OF MARCH, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



Robert A. Wertsche
McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

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

Construction of phases I and II of the Bee Creek Sanitary Sewer Trunk Line Rehabilitation project.

March 28, 2013
Consent Agenda Item No. 2c
Construction Contract for
the Bird Pond Road Rehabilitation Project

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, #13-156, between the City of College Station and Glen Fuqua, Inc. in the amount of \$1,447,902.83 to construct the Bird Pond Road Rehabilitation Project.

Relationship to Strategic Goals:

1. Improving Transportation

Recommendation(s): Staff recommends approval of the City's Standard Construction Services Contract for the contractor in the amount of \$1,447,902.83.

Summary: This project rehabilitates the pavement of Bird Pond Road from Rock Prairie Road to the existing creek crossing at the City limits. The pavement cross section calls for 12-foot travel lanes with 2-foot shoulders. Slight modification to the alignment will occur within the existing right-of-way and adjacent drainage ditches will be re-graded and existing culverts replaced to improve drainage along the corridor.

Budget & Financial Summary: Budget in the amount of \$1,800,000 is included in the Streets Capital Improvement Projects Fund for this project. Funds in the amount of \$188,353 have been expended or committed to date, leaving a balance of \$1,611,647 for construction and remaining expenditures.

Review and Approved by Legal: Yes

Attachments:

1. Contract #13-156: On file with City Secretary's Office
2. Bid Tab: Bid #13-046
3. Project Location Map



City of College Station - Purchasing Division
 Bid Tabulation for #13-046
 "Bird Bond Road Rehabilitation Project"
 Open Date: Thursday, February 21, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Glen Fuqua, Inc. (Navasota, TX)		Knife River Corp.-South (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)		Brazos Paving, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SITE PREPARATION													
1	1	LS	Mobilization	\$118,000.00	\$118,000.00	\$91,000.00	\$91,000.00	\$34,584.49	\$34,584.49	\$120,000.00	\$120,000.00	\$98,200.00	\$98,200.00
2	1	LS	Demolition	\$2,000.00	\$2,000.00	\$22,000.00	\$22,000.00	\$5,582.88	\$5,582.88	\$15,000.00	\$15,000.00	\$23,120.00	\$23,120.00
3	1	LS	Construction Staking	\$5,000.00	\$5,000.00	\$28,500.00	\$28,500.00	\$8,374.33	\$8,374.33	\$15,000.00	\$15,000.00	\$13,650.00	\$13,650.00
4	1	LS	Traffic Control	\$14,000.00	\$14,000.00	\$48,500.00	\$48,500.00	\$27,914.42	\$27,914.42	\$9,000.00	\$9,000.00	\$175,000.00	\$175,000.00
5	1	LS	Clearing and Grubbing Existing Trees	\$7,500.00	\$7,500.00	\$21,000.00	\$21,000.00	\$2,791.44	\$2,791.44	\$44,000.00	\$44,000.00	\$12,500.00	\$12,500.00
SITE PREPARATION SUBTOTAL				\$146,500.00		\$211,000.00		\$79,247.56		\$203,000.00		\$322,470.00	
PAVING CONSTRUCTION													
6	1,800	CY	Embankment for Street Construction (complete in place)	\$12.00	\$21,600.00	\$17.40	\$31,320.00	\$11.17	\$20,106.00	\$12.00	\$21,600.00	\$9.55	\$17,190.00
7	4,300	CY	Excavation Street Construction (includes removal/stockpiling topsoil)	\$5.00	\$21,500.00	\$10.25	\$44,075.00	\$11.17	\$48,031.00	\$13.00	\$55,900.00	\$12.50	\$53,750.00
8	3,300	CY	Excavation and Removal of Existing Asphalt Paving	\$8.00	\$26,400.00	\$20.70	\$68,310.00	\$5.58	\$18,414.00	\$17.00	\$56,100.00	\$12.60	\$41,580.00
8a	500	CY	Repair Subgrade	\$12.00	\$6,000.00	\$25.50	\$12,750.00	\$55.83	\$27,915.00	\$30.00	\$15,000.00	\$14.40	\$7,200.00
9	23,489	SY	8" Crushed Limestone Cement Treated Base (Special Section 32 11 15)	\$15.97	\$375,119.33	\$17.70	\$415,755.30	\$16.75	\$393,440.75	\$21.00	\$493,269.00	\$21.70	\$509,711.30
10	24,560	SY	TriAx® TX5 Geogrid or approved Equal	\$3.25	\$79,820.00	\$2.85	\$69,996.00	\$3.12	\$76,627.20	\$2.60	\$63,856.00	\$3.75	\$92,100.00
10a	44,360	SY	Chip Seal with RC250 & Grade 5 Uncoated Rock (Section 32 12 36.13)	\$2.15	\$95,374.00	\$1.50	\$66,540.00	\$6.70	\$297,212.00	\$1.00	\$44,360.00	\$3.20	\$141,952.00
10b	44,360	SY	Tack Coat (Section 32 12 13.16)	\$0.30	\$13,308.00	\$0.25	\$11,090.00	\$0.28	\$12,420.80	\$0.40	\$17,744.00	\$1.00	\$44,360.00
11	22,180	SY	2" HMAC Type D (Material=TxDOT Item 340, Construction=BCS Section 32 12 16)	\$9.00	\$199,620.00	\$10.00	\$221,800.00	\$10.89	\$241,540.20	\$12.00	\$266,160.00	\$11.30	\$250,634.00
12	22,180	SY	2" HMAC Type C (Material=TxDOT Item 340, Construction=BCS Section 32 12 16)	\$9.50	\$210,710.00	\$9.00	\$199,620.00	\$10.61	\$235,329.80	\$11.00	\$243,980.00	\$11.00	\$243,980.00
12a	2,960	SY	Compacted Recycled Asphalt Shoulder	\$3.00	\$8,880.00	\$4.05	\$11,988.00	\$13.40	\$39,664.00	\$7.00	\$20,720.00	\$23.60	\$69,856.00
13	1,364	SY	6" Chemically Stabilized Subgrade (Driveways)	\$8.00	\$10,912.00	\$14.50	\$19,778.00	\$8.93	\$12,180.52	\$22.00	\$30,008.00	\$17.65	\$24,074.60
14	1,164	SY	6" Reinforced Concrete Pavement (4,000 psi) (Driveways)	\$35.00	\$40,740.00	\$43.50	\$50,634.00	\$37.96	\$44,185.44	\$46.00	\$53,544.00	\$34.35	\$39,983.40
15	200	SY	6" Reinforced Quick-Setting Concrete Pavement (4,000 psi) (Driveways)	\$40.25	\$8,050.00	\$56.50	\$11,300.00	\$42.43	\$8,486.00	\$58.00	\$11,600.00	\$46.56	\$9,312.00
16	333,800	SF	Hydromulch	\$0.05	\$16,690.00	\$0.04	\$13,352.00	\$0.07	\$23,366.00	\$0.03	\$10,014.00	\$0.06	\$20,028.00
17	340	SF	Concrete Retaining Wall Section C	\$12.00	\$4,080.00	\$24.50	\$8,330.00	\$27.91	\$9,489.40	\$68.00	\$23,120.00	\$23.00	\$7,820.00
18	510	LF	Metal Beam Guard Fence "GF (31)-11"	\$18.50	\$9,435.00	\$18.25	\$9,307.50	\$54.04	\$27,560.40	\$25.00	\$12,750.00	\$23.00	\$11,730.00
19	2	EA	Single Guardrail Terminal "ET-31" or "SKT-31"	\$1,750.00	\$3,500.00	\$1,950.00	\$3,900.00	\$2,791.44	\$5,582.88	\$1,800.00	\$3,600.00	\$2,710.00	\$5,420.00
20	2	EA	Metal Beam Guard Fence (Downstream Anchor Terminal) "GF (31) DAT-11"	\$2,250.00	\$4,500.00	\$950.00	\$1,900.00	\$1,674.87	\$3,349.74	\$1,000.00	\$2,000.00	\$1,420.00	\$2,840.00
21	1	LS	Striping and Signing	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$13,803.12	\$13,803.12	\$13,000.00	\$13,000.00	\$14,542.00	\$14,542.00
PAVING CONSTRUCTION SUBTOTAL				\$1,171,238.33		\$1,283,245.80		\$1,558,704.25		\$1,458,325.00		\$1,608,063.30	

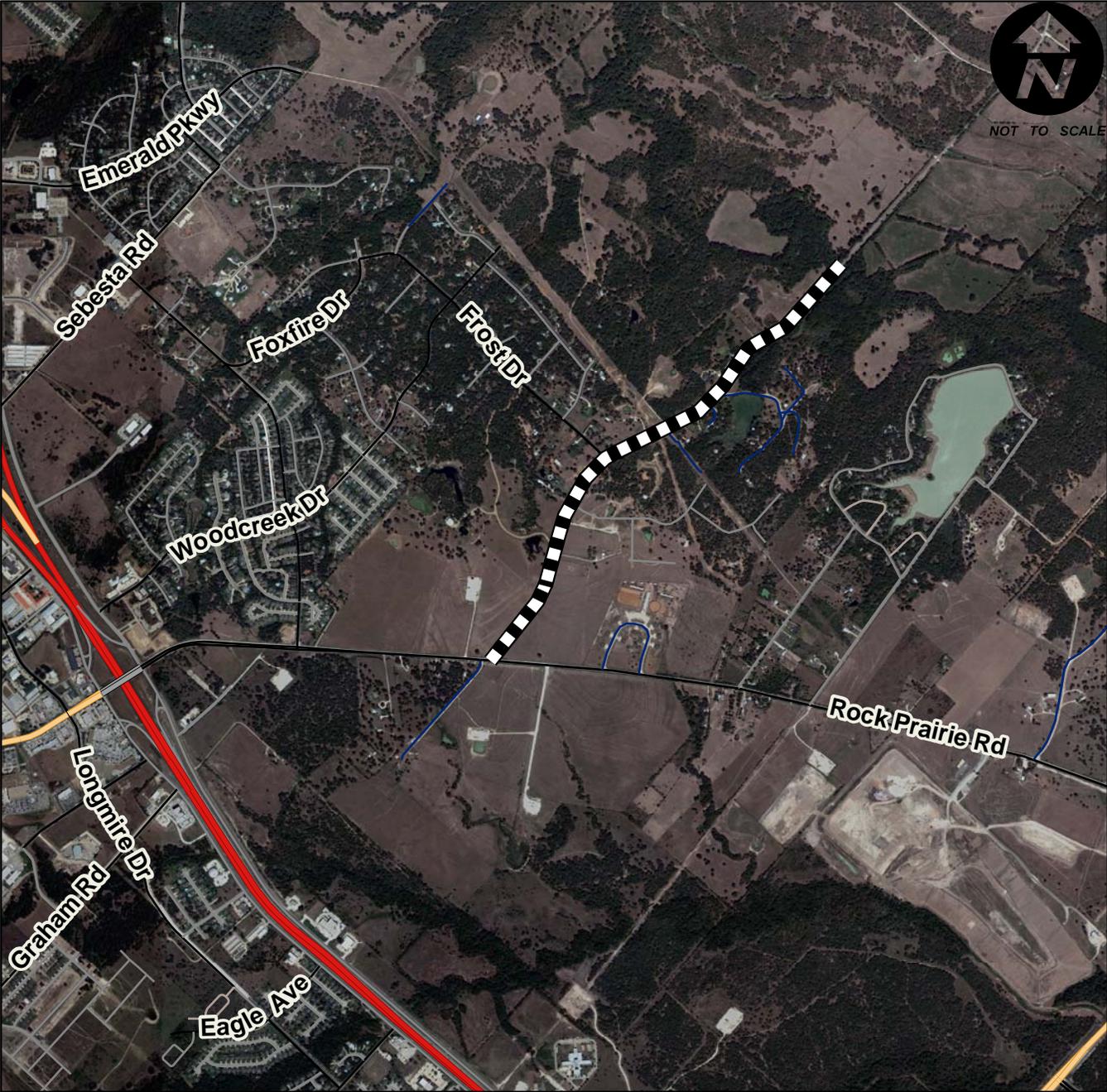


City of College Station - Purchasing Division
 Bid Tabulation for #13-046
 "Bird Bond Road Rehabilitation Project"
 Open Date: Thursday, February 21, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Glen Fuqua, Inc. (Navasota, TX)		Knife River Corp.-South (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)		Brazos Paving, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
DRAINAGE CONSTRUCTION													
22	80	LF	36" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	\$90.00	\$7,200.00	\$215.00	\$17,200.00	\$225.55	\$18,044.00	\$115.00	\$9,200.00	\$133.70	\$10,696.00
23	242	LF	30" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	\$85.00	\$20,570.00	\$130.00	\$31,460.00	\$111.66	\$27,021.72	\$91.00	\$22,022.00	\$118.50	\$28,677.00
24	40	LF	24" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	\$60.00	\$2,400.00	\$120.00	\$4,800.00	\$94.91	\$3,796.40	\$65.00	\$2,600.00	\$86.95	\$3,478.00
25	355	LF	18" RCP Pipe, (ASTM C-76, CL III) (Structural Backfill)	\$45.00	\$15,975.00	\$54.00	\$19,170.00	\$66.99	\$23,781.45	\$54.00	\$19,170.00	\$64.85	\$23,021.75
26	66	LF	3'x2' RCB Culvert, (ASTM C1433) (Structural Backfill)	\$160.00	\$10,560.00	\$180.00	\$11,880.00	\$234.48	\$15,475.68	\$220.00	\$14,520.00	\$236.00	\$15,576.00
27	2	EA	36" RCP 6:1 Precast S.E.T.	\$3,750.00	\$7,500.00	\$2,400.00	\$4,800.00	\$3,908.02	\$7,816.04	\$2,000.00	\$4,000.00	\$2,095.00	\$4,190.00
28	6	EA	30" RCP 6:1 Precast S.E.T.	\$1,850.00	\$11,100.00	\$1,700.00	\$10,200.00	\$1,674.87	\$10,049.22	\$1,500.00	\$9,000.00	\$1,970.00	\$11,820.00
29	2	EA	24" RCP 6:1 Precast S.E.T.	\$1,200.00	\$2,400.00	\$915.00	\$1,830.00	\$1,395.72	\$2,791.44	\$850.00	\$1,700.00	\$1,520.00	\$3,040.00
30	14	EA	18" RCP 6:1 Precast S.E.T.	\$825.00	\$11,550.00	\$650.00	\$9,100.00	\$949.09	\$13,287.26	\$750.00	\$10,500.00	\$1,200.00	\$16,800.00
31	2	EA	3'x2' RCBC Precast S.E.T.	\$3,600.00	\$7,200.00	\$3,100.00	\$6,200.00	\$3,908.02	\$7,816.04	\$3,200.00	\$6,400.00	\$7,140.00	\$14,280.00
32	3	EA	Type "H" Grate Inlet for 36" RCP	\$3,250.00	\$9,750.00	\$3,400.00	\$10,200.00	\$3,908.02	\$11,724.06	\$3,300.00	\$9,900.00	\$4,152.00	\$12,456.00
33	1	EA	Type "H" Grate Inlet for 30" RCP	\$3,250.00	\$3,250.00	\$4,500.00	\$4,500.00	\$3,908.02	\$3,908.02	\$3,300.00	\$3,300.00	\$4,351.00	\$4,351.00
34	595	SF	Concrete Retaining Wall for Headwall – Section A	\$10.10	\$6,009.50	\$67.00	\$39,865.00	\$27.91	\$16,606.45	\$94.00	\$55,930.00	\$37.20	\$22,134.00
35	250	SF	Concrete Retaining Wall for Headwall – Section B	\$26.00	\$6,500.00	\$85.00	\$21,250.00	\$27.91	\$6,977.50	\$102.00	\$25,500.00	\$49.00	\$12,250.00
36	475	SY	Rock Rip-Rap Channel Lining	\$12.00	\$5,700.00	\$22.00	\$10,450.00	\$33.50	\$15,912.50	\$42.00	\$19,950.00	\$40.50	\$19,237.50
DRAINAGE CONSTRUCTION SUBTOTAL				\$127,664.50		\$202,905.00		\$185,007.78		\$213,692.00		\$202,007.25	
EROSION CONTROL CONSTRUCTION													
37	1	LS	Erosion Control Plan & Sedimentation Control (includes silt fencing, construction exits, straw bale barriers, inlet protection, grass seeding, and any other sedimentation control devices)	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$5,582.88	\$5,582.88	\$15,000.00	\$15,000.00	\$30,715.00	\$30,715.00
TOTAL BID AMOUNT (All Sections)				\$1,447,902.83		\$1,706,150.80		\$1,828,542.47		\$1,890,017.00		\$2,163,255.55	
Certification of Bid				✓		✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓	

NOTES:
 Brazos Paving, Inc.
 »Bidder miscalculated Bid Items 29 & 30, Drainage System Subtotal and the Total Bid Amount. The highlighted totals above are correct.

Bird Pond Road Rehabilitation Project Location Map



March 28, 2013
Consent Agenda Item No. 2d
Jones-Butler Road Extension (ST0905)
Construction Contract Award

To: Frank Simpson, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding award of a construction contract with Dudley Construction, Ltd. in the amount of \$2,975,669.11 for the Jones Butler Road Extension project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Transportation

Recommendation(s): Staff recommends approval of the contract with Dudley Construction, Ltd. in the amount of \$2,975,669.11.

Summary: The extension of Jones-Butler is one of the transportation projects included in the 2008 Bond Authorization. The project will construct a concrete major collector with storm sewer, sidewalks, bike lanes, and street lighting from the intersection of Luther Street & Jones-Butler Drive to the intersection of George Bush Drive & Penberthy Road within an 80' roadway easement across TAMUS property. Additional improvements, requested by TAMUS, include widening a portion of Penberthy north of George Bush Dr., a livestock crossing under Jones Butler, access improvements at Pearce Pavilion, and associated infrastructure. The project will also include a traffic signal and median improvements at George Bush Dr and electrical conduit for future expansion of CSU infrastructure. The City of College Station will be responsible for the cost of Jones Butler including the traffic signal, and TAMUS will participate in the cost of improvements to Penberthy Dr.

The Texas Department of Transportation (TxDOT) is planning a grade separation at the intersection of George Bush & Wellborn Road to help facilitate automobile and pedestrian traffic through that intersection and the railroad crossing. Once the grade separation is constructed, Marion Pugh Road will be right-in and right-out only, with no left-turn onto George Bush. This will limit access for residents to the West Campus of Texas A&M University and for commuters that utilize Holleman and Jones Butler, causing additional traffic congestion on Wellborn Road and/or Harvey Mitchell Parkway. Therefore, this roadway extension is an important component to our transportation network to help improve mobility.

Budget & Financial Summary: The total bid for Dudley Construction, Ltd. was for \$2,975,669.11. The construction cost for the roadway portion of this project is \$2,787,774.26. Funds in the amount of \$3,375,092 are currently budgeted in the Streets Capital Improvement Projects Fund for the Streets portion of the project. The amount expended or committed to date is \$373,437.42, leaving a balance of \$3,001,654.58 for

construction. TAMUS participation in the project is approximately \$187,019.60. The final cost will be actual construction costs at the project close out.

The construction cost for the electrical portion of this project is \$187,894.85. Funds in the amount of \$250,000 are currently budgeted in the Electrical Capital Improvement Projects Fund for construction of the Electric portion of this project.

Attachments:

1. Construction Contract (on file in the City Secretary's Office)
2. Bid Tab
3. Project Map



City of College Station - Purchasing Division
Bid Tabulation for #13-044
"Jones-Butler Road Extension"
Open Date: Friday, February 22, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Constructon, Ltd. (College Station, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS													
1	1	LS	General Overhead for all Work including Mobilization, Bonds, Insurance and Related Items	\$200,500.00	\$200,500.00	\$162,000.00	\$162,000.00	\$110,000.00	\$110,000.00	\$278,000.00	\$278,000.00	\$60,000.00	\$60,000.00
GENERAL ITEMS - SUBTOTAL				\$200,500.00		\$162,000.00		\$110,000.00		\$278,000.00		\$60,000.00	
PAVEMENT & DRAINAGE ITEMS													
2	1	LS	Erosion and Sedimentation Controls including silt fencing, rock filter dams, Stabilized Construction Entrance/Exit, Phase II Inlet Protection, post-construction Hydromulch seeding as required, with SWPPP development & notices as required by TCEQ	\$26,900.00	\$26,900.00	\$37,890.00	\$37,890.00	\$36,600.00	\$36,600.00	\$36,000.00	\$36,000.00	\$40,000.00	\$40,000.00
3	6,560	SY	Biodegradable Erosion Control Blanket Installed with Sod Staples per Manufacturer's Recommendations (North American Green SC150BN or Approved Equal)	\$1.37	\$8,987.20	\$1.30	\$8,528.00	\$1.37	\$8,987.20	\$1.30	\$8,528.00	\$1.50	\$9,840.00
4	1,295	SY	Turf Reinforcement Mat Installed with Sod Staples per Manufacturer's Recommendations (Land Lok 300 TRM or Approved Equal)	\$10.44	\$13,519.80	\$13.15	\$17,029.25	\$13.75	\$17,806.25	\$13.30	\$17,223.50	\$14.00	\$18,130.00
5	1	LS	Traffic Control (Excluding Penberthy Drive Traffic Control)	\$12,080.00	\$12,080.00	\$4,600.00	\$4,600.00	\$6,500.00	\$6,500.00	\$24,000.00	\$24,000.00	\$32,000.00	\$32,000.00
6	1	LS	Livestock Control including temporary construction fencing, phasing and coordination with TAMU Agrilife as required	\$24,185.00	\$24,185.00	\$39,750.00	\$39,750.00	\$25,000.00	\$25,000.00	\$29,000.00	\$29,000.00	\$70,000.00	\$70,000.00
7	21	STA	Preparing Right of Way per TxDot Item 100 for Jones-Butler Right of Way	\$67.00	\$1,407.00	\$1,021.33	\$21,447.93	\$750.00	\$15,750.00	\$1,000.00	\$21,000.00	\$6,000.00	\$126,000.00
8	16,631	CY	Roadway Excavation (unfactored)	\$2.74	\$45,568.94	\$1.30	\$21,620.30	\$4.50	\$74,839.50	\$2.70	\$44,903.70	\$7.00	\$116,417.00
9	13,118	CY	Roadway Embankment (unfactored)	\$2.74	\$35,943.32	\$6.35	\$83,299.30	\$3.50	\$45,913.00	\$2.40	\$31,483.20	\$8.00	\$104,944.00
10	130	SY	Saw cut & remove existing concrete sidewalk	\$5.50	\$715.00	\$10.00	\$1,300.00	\$9.00	\$1,170.00	\$5.00	\$650.00	\$20.00	\$2,600.00
11	200	SY	Saw cut & remove existing HMAC pavement (Luther Street)	\$5.50	\$1,100.00	\$5.30	\$1,060.00	\$5.00	\$1,000.00	\$5.50	\$1,100.00	\$20.00	\$4,000.00
12	1,076	LF	Saw cut & remove existing concrete curb	\$5.50	\$5,918.00	\$6.25	\$6,725.00	\$10.00	\$10,760.00	\$8.00	\$8,608.00	\$10.00	\$10,760.00
13	145	LF	Excavate & remove existing 18" storm sewer (TxDOT ROW)	\$22.00	\$3,190.00	\$10.80	\$1,566.00	\$12.00	\$1,740.00	\$36.00	\$5,220.00	\$20.00	\$2,900.00
14	1	EA	Excavate & remove existing storm sewer junction box (TxDOT ROW)	\$1,094.00	\$1,094.00	\$1,835.00	\$1,835.00	\$750.00	\$750.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
15	15,048	SY	8" Thick Reinforced Concrete Pavement with #4 bars at 12" OCEW with 3,500 psi Minimum Concrete	\$34.36	\$517,049.28	\$35.00	\$526,680.00	\$33.25	\$500,346.00	\$36.00	\$541,728.00	\$46.00	\$692,208.00
16	755	SY	6" Thick Reinforced Textured Concrete per sheet PD7.2 (Livestock Crossing Approaches) with #4 bars at 18" OCEW with 3,500 psi Minimum Concrete	\$35.00	\$26,425.00	\$28.75	\$21,706.25	\$31.00	\$23,405.00	\$35.50	\$26,802.50	\$44.00	\$33,220.00
17	16,945	SY	6" Thick Lime Stabilized Subgrade	\$4.20	\$71,169.00	\$4.85	\$82,183.25	\$4.25	\$72,016.25	\$4.20	\$71,169.00	\$5.30	\$89,808.50
18	940	SY	9" Thick Concrete Pavement Contraction Design (per TxDOT Detail CPCD-94) for George Bush Drive	\$52.50	\$49,350.00	\$37.75	\$35,485.00	\$40.00	\$37,600.00	\$46.50	\$43,710.00	\$56.00	\$52,640.00
19	940	SY	8" Thick Type "B" HMAC (Black Base) per TxDOT Item 340 for George Bush Drive	\$52.50	\$49,350.00	\$41.00	\$38,540.00	\$45.00	\$42,300.00	\$33.00	\$31,020.00	\$46.00	\$43,240.00
20	200	SY	6" Thick HMAC Pavement Repair per B/CS Detail ST4-04	\$43.77	\$8,754.00	\$42.15	\$8,430.00	\$45.00	\$9,000.00	\$43.75	\$8,750.00	\$65.00	\$13,000.00
21	803	LF	6" Monolithic Concrete Curb (per TxDOT Detail CCG-10A) for George Bush Drive	\$5.50	\$4,416.50	\$4.60	\$3,693.80	\$4.00	\$3,212.00	\$3.00	\$2,409.00	\$8.00	\$6,424.00
22	5,034	LF	6" Monolithic Concrete Curb (B/CS Detail ST1-02)	\$3.28	\$16,511.52	\$3.20	\$16,108.80	\$3.75	\$18,877.50	\$2.10	\$10,571.40	\$6.00	\$30,204.00
23	2,937	SY	4" Thick Reinforced Concrete Sidewalk (B/CS Detail SW1-02)	\$28.00	\$82,236.00	\$29.70	\$87,228.90	\$29.00	\$85,173.00	\$33.50	\$98,389.50	\$33.00	\$96,921.00



City of College Station - Purchasing Division
Bid Tabulation for #13-044
"Jones-Butler Road Extension"
Open Date: Friday, February 22, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Constructon, Ltd. (College Station, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
24	2,429	SF	8" Wide Sidewalk Paver Section per BCS Detail SW1-02, including all concrete, forming, doweling into curb, and pavers complete in-place	\$3.28	\$7,967.12	\$11.90	\$28,905.10	\$3.50	\$8,501.50	\$7.25	\$17,610.25	\$11.00	\$26,719.00
25	2	EA	6' Wide Sidewalk Ambulatory Ramps at Street Intersection per B/CS Detail SW3-00	\$875.00	\$1,750.00	\$110.00	\$220.00	\$800.00	\$1,600.00	\$1,400.00	\$2,800.00	\$1,100.00	\$2,200.00
26	2	EA	6' Wide Sidewalk Ambulatory Ramp per B/CS Detail SW3-04	\$437.00	\$874.00	\$220.00	\$440.00	\$450.00	\$900.00	\$950.00	\$1,900.00	\$650.00	\$1,300.00
27	6	EA	8' Wide Sidewalk Ambulatory Ramp per B/CS Detail SW3-03	\$437.00	\$2,622.00	\$108.00	\$648.00	\$475.00	\$2,850.00	\$1,100.00	\$6,600.00	\$850.00	\$5,100.00
28	2	EA	Median Concrete Bullet Nose (George Bush Dr only)	\$437.00	\$874.00	\$945.00	\$1,890.00	\$400.00	\$800.00	\$1,300.00	\$2,600.00	\$450.00	\$900.00
29	204	SY	4" Thick Reinforced Concrete Median Pavement with #4 bars at 18" OCEW, including all subgrade preparation, Cement Sand course & doweling into curbs, per sheets PD2.2 & D-04 (George Bush Drive & Jones-Butler RD only)	\$52.00	\$10,608.00	\$44.10	\$8,996.40	\$45.00	\$9,180.00	\$61.00	\$12,444.00	\$60.00	\$12,240.00
30	4	EA	Standard Flush Curb Inlet - 10' Opening (B/CS Detail D1-00) with 24" Diameter Ring & Cover	\$3,282.00	\$13,128.00	\$3,175.00	\$12,700.00	\$3,300.00	\$13,200.00	\$3,900.00	\$15,600.00	\$5,400.00	\$21,600.00
31	4	EA	Recessed Curb Inlet - 10' Opening (B/CS Detail D1-00) with 24" Diameter Ring & Cover	\$3,830.00	\$15,320.00	\$3,550.00	\$14,200.00	\$3,300.00	\$13,200.00	\$4,200.00	\$16,800.00	\$5,600.00	\$22,400.00
32	7	EA	Storm Sewer Junction Box (B/CS Detail D1-02) with 24" Diameter Ring & Cover	\$3,447.00	\$24,129.00	\$2,780.00	\$19,460.00	\$3,800.00	\$26,600.00	\$3,600.00	\$25,200.00	\$5,200.00	\$36,400.00
33	1	LS	10'x20' Storm Sewer Junction Box including removal of existing flared wing wall headwall & tie-in of existing storm sewer lines	\$21,338.00	\$21,338.00	\$14,370.00	\$14,370.00	\$14,500.00	\$14,500.00	\$29,500.00	\$29,500.00	\$35,000.00	\$35,000.00
34	205	LF	8'x4' ASTM C-850 Pre-Cast Concrete Box Culvert with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$459.60	\$94,218.00	\$491.25	\$100,706.25	\$561.00	\$115,005.00	\$400.00	\$82,000.00	\$573.00	\$117,465.00
35	42	LF	8'x4' ASTM C-850 Pre-Cast Concrete Box Culvert with Cement Stabilized Sand Bedding & Haunching with Non-Structural Backfill	\$459.60	\$19,303.20	\$480.00	\$20,160.00	\$561.00	\$23,562.00	\$390.00	\$16,380.00	\$570.00	\$23,940.00
36	26	LF	30" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$87.54	\$2,276.04	\$86.00	\$2,236.00	\$100.00	\$2,600.00	\$140.00	\$3,640.00	\$93.00	\$2,418.00
37	25	LF	30" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Non-Structural Backfill	\$87.54	\$2,188.50	\$74.30	\$1,857.50	\$67.00	\$1,675.00	\$55.00	\$1,375.00	\$92.00	\$2,300.00
38	1,032	LF	24" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$74.41	\$76,791.12	\$55.20	\$56,966.40	\$92.00	\$94,944.00	\$77.00	\$79,464.00	\$66.00	\$68,112.00
39	15	LF	24" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Non-Structural Backfill	\$56.90	\$853.50	\$56.90	\$853.50	\$67.00	\$1,005.00	\$69.00	\$1,035.00	\$65.00	\$975.00
40	422	LF	18" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$67.57	\$28,514.54	\$48.75	\$20,572.50	\$55.00	\$23,210.00	\$61.00	\$25,742.00	\$54.00	\$22,788.00
41	52	LF	18" Diameter ASTM C-76 Class III Gasketed RCP Storm Sewer Pipe with Cement Stabilized Sand Bedding & Haunching with Non-Structural Backfill	\$49.24	\$2,560.48	\$48.65	\$2,529.80	\$50.00	\$2,600.00	\$58.00	\$3,016.00	\$52.00	\$2,704.00



City of College Station - Purchasing Division
Bid Tabulation for #13-044
"Jones-Butler Road Extension"
Open Date: Friday, February 22, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Constructon, Ltd. (College Station, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)		A.L. Helmeamp, Inc. (Buffalo, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
42	1,794	LF	TV Inspection of Storm Sewer System (18"-30" diameter pipes)	\$3.28	\$5,884.32	\$2.50	\$4,485.00	\$2.20	\$3,946.80	\$2.60	\$4,664.40	\$3.20	\$5,740.80
43	2	EA	Concrete Headwall with Flared Wingwalls and Dissipator Blocks for 24" Diameter Storm Sewer Pipe (B/CS Detail D3-00)	\$1,641.42	\$3,282.84	\$1,390.00	\$2,780.00	\$1,000.00	\$2,000.00	\$4,900.00	\$9,800.00	\$2,200.00	\$4,400.00
44	100	LF	12'x12' ASTM C-850 Pre-Cast Concrete Box Culvert per TxDOT Detail SCP-12 (Livestock Crossing) - complete in place with Cement Stabilized Sand Bedding & Haunching with Structural Backfill	\$1,201.52	\$120,152.00	\$1,266.20	\$126,620.00	\$1,650.00	\$165,000.00	\$1,100.00	\$110,000.00	\$1,500.00	\$150,000.00
45	2	EA	Concrete Headwall with Flared Wingwalls (at 4:1 slope) for 12'x12' Pre-Cast Box Culvert per TxDOT Detail FW-0	\$38,737.59	\$77,475.18	\$27,370.00	\$54,740.00	\$39,600.00	\$79,200.00	\$50,000.00	\$100,000.00	\$50,000.00	\$100,000.00
46	1	LS	Concrete Wingwall with Parallel Wings for Skewed 8'x4' Box Culvert - complete in place	\$12,447.46	\$12,447.46	\$22,500.00	\$22,500.00	\$17,000.00	\$17,000.00	\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00
47	1	LS	7'x16' Pre-Cast Reinforced Concrete Arch Span Bridge with natural channel bottom, skewed end sections, footings and/or foundation and backfill as required to complete in place	\$184,642.00	\$184,642.00	\$161,910.00	\$161,910.00	\$240,000.00	\$240,000.00	\$184,000.00	\$184,000.00	\$250,000.00	\$250,000.00
48	1	LS	Concrete Wingwalls for the upstream and downstream ends of the 7'x16' Arch Span Bridge	\$50,800.00	\$50,800.00	\$75,058.00	\$75,058.00	\$48,400.00	\$48,400.00	\$100,000.00	\$100,000.00	\$142,000.00	\$142,000.00
49	1,994	LF	Trench Safety System (Storm Sewer, 8x4 Box Culvert, 7x16 Arch Span Bridge & 12x12 Livestock Crossing)	\$1.09	\$2,173.46	\$1.10	\$2,193.40	\$3.00	\$5,982.00	\$3.50	\$6,979.00	\$5.00	\$9,970.00
50	400	SY	18" Thick Rock Rip-Rap (50 lb minimum stone pieces) with Geotextile Fabric Underlayment per TxDOT Item 432 Common Stone Rip-Rap, complete-in-place	\$43.77	\$17,508.00	\$44.75	\$17,900.00	\$45.00	\$18,000.00	\$57.00	\$22,800.00	\$50.00	\$20,000.00
51	555	LF	Combination Rail Texas Classic per TxDOT Detail (Type C411)	\$131.00	\$72,705.00	\$110.00	\$61,050.00	\$131.00	\$72,705.00	\$135.00	\$74,925.00	\$127.00	\$70,485.00
52	300	LF	Traffic Rail Foundation for Texas Classic Combination Rail (per TxDOT Details TRF)	\$43.77	\$13,131.00	\$44.85	\$13,455.00	\$42.00	\$12,600.00	\$42.00	\$12,600.00	\$88.00	\$26,400.00
53	4,452	LF	Woven Wire Horse Fence with 1 7/8" OD Welded Steel Pipe Top Rail and Line Posts, and 4 1/2" OD Welded Steel Corner Posts with brace per Sheet D-05	\$15.40	\$68,560.80	\$23.37	\$104,043.24	\$13.75	\$61,215.00	\$14.75	\$65,667.00	\$14.00	\$62,328.00
54	2	EA	Double-10' Wide 6 Rail Heavy Duty Galvanized Pipe Gates	\$580.00	\$1,160.00	\$225.00	\$450.00	\$1,500.00	\$3,000.00	\$720.00	\$1,440.00	\$2,200.00	\$4,400.00
55	2	EA	16' Wide 6 Rail Heavy Duty Galvanized Pipe Gate	\$460.00	\$920.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,600.00	\$3,200.00
56	1	LS	36' Wide Cattle Guard Assembly per sheet PD6.3 - complete in place	\$10,265.00	\$10,265.00	\$8,520.00	\$8,520.00	\$13,750.00	\$13,750.00	\$7,600.00	\$7,600.00	\$12,000.00	\$12,000.00
57	1	LS	36' Wide Electric Roller Gate with typical TAMU post mounted control pad per sheet PD6.2 - complete in place	\$15,400.00	\$15,400.00	\$14,962.50	\$14,962.50	\$33,000.00	\$33,000.00	\$12,400.00	\$12,400.00	\$6,300.00	\$6,300.00
58	1	LS	5' Wide Pedestrian Chain Link Gate with spring loaded hinges & self-catching latch per sheet PD6.1 - complete in place	\$700.00	\$700.00	\$315.00	\$315.00	\$1,500.00	\$1,500.00	\$720.00	\$720.00	\$530.00	\$530.00
PAVEMENT & DRAINAGE ITEMS - SUBTOTAL				\$1,988,392.12		\$2,047,000.37		\$2,173,977.00		\$2,147,667.45		\$2,890,571.30	
STRIPING & SIGNAGE ITEMS													
59	212	LF	24" Wide Solid White Stop Line (Type I Thermoplastic)	\$7.60	\$1,611.20	\$11.24	\$2,382.88	\$11.50	\$2,438.00	\$7.10	\$1,505.20	\$11.20	\$2,374.40
60	784	LF	8" Wide Solid White Turn Lane Line (Type I Thermoplastic) with Type I-C RPM spaced at 20' Typical	\$1.00	\$784.00	\$3.78	\$2,963.52	\$3.96	\$3,104.64	\$0.95	\$744.80	\$3.80	\$2,979.20
61	264	LF	24" Wide Solid White Type I Thermoplastic Stripes for 6' Wide Continental Style Crosswalk Striping at George Bush Dr intersection (stripes separated by a 3' Wide Gap)	\$6.57	\$1,734.48	\$11.24	\$2,967.36	\$11.80	\$3,115.20	\$6.10	\$1,610.40	\$11.20	\$2,956.80



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ITEM	QTY	UNIT	DESCRIPTION	Dudley Constructon, Ltd. (College Station, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
62	330	LF	12" Wide Solid White Lines (Type I Thermoplastic) for 8' Wide Standard Crosswalk at Luther Street intersection	\$4.41	\$1,455.30	\$6.09	\$2,009.70	\$6.38	\$2,105.40	\$4.35	\$1,435.50	\$6.10	\$2,013.00
63	3,920	LF	4" Wide Solid White Bike Lane Line (Type I Thermoplastic)	\$0.54	\$2,116.80	\$1.23	\$4,821.60	\$1.30	\$5,096.00	\$0.50	\$1,960.00	\$1.30	\$5,096.00
64	1,250	LF	Double 4" Wide Solid Yellow Line (Type I Thermoplastic) with Type II-A-A RPM Spaced at 80' Typical	\$0.94	\$1,175.00	\$1.47	\$1,837.50	\$1.54	\$1,925.00	\$0.90	\$1,125.00	\$1.50	\$1,875.00
65	600	LF	Double 4" Wide Solid Yellow Line (Type I Thermoplastic) with Type II-A-A RPM Spaced at 20' Typical	\$0.94	\$564.00	\$1.58	\$948.00	\$1.65	\$990.00	\$0.90	\$540.00	\$1.60	\$960.00
66	1,000	LF	4" Wide Broken White Line (Type I Thermoplastic), 10' Long with a 30' Gap	\$0.63	\$630.00	\$0.59	\$590.00	\$0.62	\$620.00	\$0.60	\$600.00	\$0.60	\$600.00
67	123	LF	24" Wide Solid Yellow Chevron Lines (Type I Thermoplastic) at 45 degree angle, Spaced at 20' intervals, Typical	\$6.84	\$841.32	\$12.81	\$1,575.63	\$13.32	\$1,638.36	\$6.40	\$787.20	\$13.00	\$1,599.00
68	4	EA	Left Turn Lane Pavement Marking Letters "ONLY" (Type I Thermoplastic)	\$98.49	\$393.96	\$294.00	\$1,176.00	\$308.00	\$1,232.00	\$92.00	\$368.00	\$300.00	\$1,200.00
69	8	EA	Left Turn Lane Pavement Marking Arrows (Type I Thermoplastic)	\$87.54	\$700.32	\$231.00	\$1,848.00	\$242.00	\$1,936.00	\$82.00	\$656.00	\$230.00	\$1,840.00
70	3	EA	Bike Lane Pavement Marking with Directional Arrow (Type I Thermoplastic)	\$306.40	\$919.20	\$186.90	\$560.70	\$189.00	\$567.00	\$290.00	\$870.00	\$190.00	\$570.00
71	2	EA	R2-1 SPEED LIMIT Sign & R8-3A No Parking Sign mounted on 3" diameter Anodized Bronze post with TxDOT's Triangular Slip Base Assembly	\$492.43	\$984.86	\$411.60	\$823.20	\$432.00	\$864.00	\$460.00	\$920.00	\$410.00	\$820.00
72	2	EA	R3-17 BIKE LANE Sign mounted on 3" diameter Anodized Bronze post with TxDOT's Triangular Slip Base Assembly	\$492.43	\$984.86	\$385.35	\$770.70	\$403.00	\$806.00	\$460.00	\$920.00	\$390.00	\$780.00
73	1	EA	R3-17 BIKE LANE Sign & R3-17b ENDS sign mounted on 3" diameter Anodized Bronze post with TxDOT's Triangular Slip Base Assembly	\$493.00	\$493.00	\$385.35	\$385.35	\$403.00	\$403.00	\$460.00	\$460.00	\$390.00	\$390.00
74	3	EA	W3-1a STOP AHEAD Sign with Temporary Flags mounted on 3" diameter Anodized Bronze post with TxDOT's Triangular Slip Base Assembly	\$493.00	\$1,479.00	\$409.50	\$1,228.50	\$429.00	\$1,287.00	\$460.00	\$1,380.00	\$410.00	\$1,230.00
75	3	EA	36"x36" R1-1 STOP Sign & R1-4 ALL WAY sign with Temporary Flags mounted on 3" diameter Anodized Bronze post with TxDOT's Triangular Slip Base Assembly	\$493.00	\$1,479.00	\$409.50	\$1,228.50	\$429.00	\$1,287.00	\$460.00	\$1,380.00	\$410.00	\$1,230.00
76	1	EA	Mount R1-4 ALL WAY sign on existing stop sign post at Luther Street & Jones-Butler Road Intersection	\$55.00	\$55.00	\$26.25	\$26.25	\$27.50	\$27.50	\$51.00	\$51.00	\$40.00	\$40.00
77	1	LS	Street Name Signs (for Luther Street intersection)	\$600.00	\$600.00	\$621.60	\$621.60	\$651.20	\$651.20	\$560.00	\$560.00	\$650.00	\$650.00
STRIPING & SIGNAGE ITEMS - SUBTOTAL				\$19,001.30		\$28,764.99		\$30,093.30		\$17,873.10		\$29,203.40	
WATERLINE ITEMS													
78	2	EA	Tie into Existing Waterline including all required fittings, adapters, etc. to complete in-place	\$1,750.00	\$3,500.00	\$1,165.00	\$2,330.00	\$1,650.00	\$3,300.00	\$2,200.00	\$4,400.00	\$3,338.00	\$6,676.00
79	70	LF	Remove Existing 6" Waterline & Replace with 6" AWWA C-906 IPS Class 200 HDPE Water Line with Bank Sand Bedding & Haunching, and Non-Structural Backfill by Open Cut, All Depths	\$24.00	\$1,680.00	\$27.75	\$1,942.50	\$28.00	\$1,960.00	\$94.00	\$6,580.00	\$56.00	\$3,920.00
80	25	LF	Remove Existing 6" Waterline & Replace with 6" AWWA C-906 IPS Class 200 HDPE Water Line with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths	\$32.00	\$800.00	\$34.40	\$860.00	\$93.00	\$2,325.00	\$64.00	\$1,600.00	\$67.00	\$1,675.00



City of College Station - Purchasing Division
Bid Tabulation for #13-044
"Jones-Butler Road Extension"
Open Date: Friday, February 22, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Constructon, Ltd. (College Station, TX)		Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)		Knife River Corp. - South (Bryan, TX)		A.L. Helmeamp, Inc. (Buffalo, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
81	125	LF	Remove Existing 6" Waterline & Replace with 12" x 3/8" thick Steel Casing by Open Cut with Structural Backfill, Including Casing Spacers, End Seals and 6" AWWA C-906 IPS Class 200 HDPE Water Line, All Depths	\$67.00	\$8,375.00	\$121.70	\$15,212.50	\$138.60	\$17,325.00	\$63.00	\$7,875.00	\$113.00	\$14,125.00
82	220	LF	Trench Safety System (Waterline Construction)	\$1.09	\$239.80	\$1.10	\$242.00	\$1.10	\$242.00	\$4.55	\$1,001.00	\$7.00	\$1,540.00
WATERLINE ITEMS - SUBTOTAL				\$14,594.80		\$20,587.00		\$25,152.00		\$21,456.00		\$27,936.00	
TRAFFIC SIGNAL ITEMS													
83	1	EA	"P" style NEMA traffic cabinet w/ detector rack, including NEMA loadswitches and EDI Conflict Monitor (MMU-16LE)	\$13,131.00	\$13,131.00	\$12,600.00	\$12,600.00	\$13,200.00	\$13,200.00	\$12,200.00	\$12,200.00	\$13,350.00	\$13,350.00
84	1	EA	Siemens 8-Phase Controller, Model M-52 w/ Fiber Ports	\$7,660.00	\$7,660.00	\$7,350.00	\$7,350.00	\$7,700.00	\$7,700.00	\$7,200.00	\$7,200.00	\$7,790.00	\$7,790.00
85	8	EA	3-Section (Red-Yellow-Green Balls) polycarbonate black color w/ 12" LED lens signal heads and Louvered Black Aluminum Backplates	\$655.00	\$5,240.00	\$630.00	\$5,040.00	\$660.00	\$5,280.00	\$615.00	\$4,920.00	\$670.00	\$5,360.00
86	4	EA	4-Section (Red Arrow-Yellow Arrow-Flashing Yellow Arrow-Green Arrow) polycarbonate black color w/ 12" LED lens signal heads and Louvered Black Aluminum Backplates	\$957.00	\$3,828.00	\$918.75	\$3,675.00	\$960.00	\$3,840.00	\$895.00	\$3,580.00	\$970.00	\$3,880.00
87	8	EA	1-Section LED, 16-inch Dual Pedestrian Countdown signal heads with 9-inch Full Symbol Hand/Man, Leotek Model No. TP16H-CD, or equivalent	\$820.00	\$6,560.00	\$787.50	\$6,300.00	\$825.00	\$6,600.00	\$765.00	\$6,120.00	\$840.00	\$6,720.00
88	8	EA	Astro-Brac Cable Mount Assembly AS-0125-3-84-PNC	\$181.00	\$1,448.00	\$173.25	\$1,386.00	\$182.00	\$1,456.00	\$169.00	\$1,352.00	\$184.00	\$1,472.00
89	4	EA	Astro-Brac Cable Mount Assembly AS-0125-4-84-PNC	\$181.00	\$724.00	\$173.25	\$693.00	\$182.00	\$728.00	\$169.00	\$676.00	\$184.00	\$736.00
90	8	EA	Pedestrian pushbutton assemblies w/ educational sign, "Push Button to Cross Street", Texas MUTCD Sign R10-3e, 9"x15"	\$219.00	\$1,752.00	\$210.00	\$1,680.00	\$220.00	\$1,760.00	\$205.00	\$1,640.00	\$225.00	\$1,800.00
91	2	EA	Streetscape signal poles for 50-ft long mast arm, 18-ft long length, bronze color, powdered finish over galvanized steel w/ flanged base	\$13,131.00	\$26,262.00	\$12,600.00	\$25,200.00	\$13,200.00	\$26,400.00	\$12,200.00	\$24,400.00	\$13,600.00	\$27,200.00
92	2	EA	Streetscape signal poles for 50-ft long mast arm, 30-ft long length, bronze color, powdered finish over galvanized steel w/ flanged base	\$13,679.00	\$27,358.00	\$13,125.00	\$26,250.00	\$13,750.00	\$27,500.00	\$12,800.00	\$25,600.00	\$13,900.00	\$27,800.00
93	4	EA	Streetscape Mast Arm, 50-ft long length, bronze color, powdered finish over galvanized steel w/ flanged base, w/ dampers	\$7,660.00	\$30,640.00	\$7,350.00	\$29,400.00	\$7,700.00	\$30,800.00	\$7,100.00	\$28,400.00	\$7,800.00	\$31,200.00
94	2	EA	Luminaires, 250 watt HPS w/ 15-ft long streetscape support arms, bronze color	\$2,188.00	\$4,376.00	\$2,100.00	\$4,200.00	\$2,200.00	\$4,400.00	\$2,050.00	\$4,100.00	\$2,230.00	\$4,460.00
95	2	EA	Pull Box w/ locking cover, Type D (see specs)	\$766.00	\$1,532.00	\$735.00	\$1,470.00	\$770.00	\$1,540.00	\$715.00	\$1,430.00	\$800.00	\$1,600.00
96	2	EA	Pull Box w/ locking cover, Type B (see specs)	\$711.00	\$1,422.00	\$682.50	\$1,365.00	\$715.00	\$1,430.00	\$665.00	\$1,330.00	\$730.00	\$1,460.00
97	1	EA	Meter Pedestal Pole, 4-Terminal, 125-amp, Twin Link Connectors, for Direct Burial, including conduit to power source	\$1,641.00	\$1,641.00	\$1,575.00	\$1,575.00	\$1,650.00	\$1,650.00	\$1,550.00	\$1,550.00	\$1,670.00	\$1,670.00
98	1	EA	Concrete signal controller foundation	\$2,735.00	\$2,735.00	\$2,625.00	\$2,625.00	\$2,750.00	\$2,750.00	\$2,600.00	\$2,600.00	\$2,790.00	\$2,790.00
99	4	EA	48" diameter Signal Pole Foundation. 22' deep	\$3,830.00	\$15,320.00	\$3,675.00	\$14,700.00	\$3,850.00	\$15,400.00	\$3,550.00	\$14,200.00	\$3,900.00	\$15,600.00
100	710	LF	2" Dia Gray PVC Sched. 40 Conduit	\$14.23	\$10,103.30	\$13.65	\$9,691.50	\$14.30	\$10,153.00	\$13.30	\$9,443.00	\$14.50	\$10,295.00
101	110	LF	3" Dia Gray PVC Sched. 40 Conduit	\$16.41	\$1,805.10	\$15.75	\$1,732.50	\$16.50	\$1,815.00	\$15.35	\$1,688.50	\$16.70	\$1,837.00
102	450	LF	4" Dia Gray PVC Sched. 40 Conduit	\$27.36	\$12,312.00	\$26.25	\$11,812.50	\$27.50	\$12,375.00	\$25.55	\$11,497.50	\$27.90	\$12,555.00
103	2,220	LF	7/C #14 AWG stranded signal cable IMSA 19-1 or equivalent	\$2.74	\$6,082.80	\$2.63	\$5,838.60	\$2.75	\$6,105.00	\$2.55	\$5,661.00	\$2.80	\$6,216.00
104	1,650	LF	5/C #14 AWG stranded signal cable IMSA 19-1 or equivalent	\$2.19	\$3,613.50	\$2.10	\$3,465.00	\$2.20	\$3,630.00	\$2.05	\$3,382.50	\$2.25	\$3,712.50



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
105	200	LF	3/C #4 power cable	\$3.28	\$656.00	\$3.15	\$630.00	\$3.30	\$660.00	\$3.05	\$610.00	\$3.35	\$670.00
106	660	LF	THHN 3-1/C #10 luminaire cable	\$1.64	\$1,082.40	\$1.58	\$1,042.80	\$1.65	\$1,089.00	\$1.50	\$990.00	\$1.70	\$1,122.00
107	1,260	LF	Bare Electrical Conductor #6 Wire (Stranded) for Grounding	\$1.64	\$2,066.40	\$1.58	\$1,990.80	\$1.65	\$2,079.00	\$1.50	\$1,890.00	\$1.70	\$2,142.00
108	4	EA	Radar Presence Detector (RPD), Wavetronix Smart Sensor Matrix w/ Smart Sensor Mount	\$4,924.27	\$19,697.08	\$4,725.00	\$18,900.00	\$4,950.00	\$19,800.00	\$4,600.00	\$18,400.00	\$5,000.00	\$20,000.00
109	4	EA	Radar Advance Detection Device (RADD), Wavetronix Smart Sensor Advance w/ Smart Sensor Mount	\$4,924.27	\$19,697.08	\$4,725.00	\$18,900.00	\$4,950.00	\$19,800.00	\$4,600.00	\$18,400.00	\$5,000.00	\$20,000.00
110	8	EA	Wavetronix Detector Rack Cards (2-/4-Channel)	\$547.00	\$4,376.00	\$525.00	\$4,200.00	\$550.00	\$4,400.00	\$510.00	\$4,080.00	\$560.00	\$4,480.00
111	8	EA	Wavetronix Sensor Cable Junction Box	\$547.00	\$4,376.00	\$525.00	\$4,200.00	\$550.00	\$4,400.00	\$510.00	\$4,080.00	\$560.00	\$4,480.00
112	2	EA	Wavetronix Intersection Pre-Assembled Backplate - AC	\$2,188.00	\$4,376.00	\$2,100.00	\$4,200.00	\$2,200.00	\$4,400.00	\$2,050.00	\$4,100.00	\$2,225.00	\$4,450.00
113	1,500	LF	Wavetronix Smart Sensor 6-Conductor Cable for RADD and RPD Detectors	\$3.28	\$4,920.00	\$3.15	\$4,725.00	\$3.30	\$4,950.00	\$3.05	\$4,575.00	\$3.40	\$5,100.00
114	4	EA	Priority Control System Detector (GTT Opticom Model 721)	\$930.00	\$3,720.00	\$892.50	\$3,570.00	\$935.00	\$3,740.00	\$870.00	\$3,480.00	\$950.00	\$3,800.00
115	1	EA	Opticom Model 764 Multi-Mode Phase Selector	\$4,377.00	\$4,377.00	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00	\$4,100.00	\$4,100.00	\$4,450.00	\$4,450.00
116	1	EA	Opticom Infrared system Model 760 Card Rack	\$328.00	\$328.00	\$315.00	\$315.00	\$330.00	\$330.00	\$305.00	\$305.00	\$333.00	\$333.00
117	1,100	LF	Model 138 Detector Cable (for GTT Opticom Model 721)	\$2.19	\$2,409.00	\$2.10	\$2,310.00	\$2.20	\$2,420.00	\$2.05	\$2,255.00	\$2.25	\$2,475.00
118	4	EA	Confirmation Lights, w/ Power Cable	\$383.00	\$1,532.00	\$367.50	\$1,470.00	\$385.00	\$1,540.00	\$360.00	\$1,440.00	\$390.00	\$1,560.00
119	4	EA	High Intensity Street Name Sign for Installations on Mast Arms (2-"George Bush Dr.", 2-"Jones-Butler Rd./Penberthy Rd") and Mount	\$875.00	\$3,500.00	\$840.00	\$3,360.00	\$880.00	\$3,520.00	\$820.00	\$3,280.00	\$900.00	\$3,600.00
120	4	EA	"LEFT TURN SIGNAL - YIELD ON FLASHING ARROW" Sign (18"x24") and mount	\$602.00	\$2,408.00	\$577.50	\$2,310.00	\$605.00	\$2,420.00	\$565.00	\$2,260.00	\$600.00	\$2,400.00
121	1	LS	BC100HZ Battery Backup System	\$8,754.00	\$8,754.00	\$8,400.00	\$8,400.00	\$8,800.00	\$8,800.00	\$8,200.00	\$8,200.00	\$8,900.00	\$8,900.00
TRAFFIC SIGNAL ITEMS - SUBTOTAL				\$273,820.66		\$262,772.70		\$275,260.00		\$255,415.50		\$279,465.50	
CSU ELECTRICAL ITEMS													
122	528	LF	Trench Detail "N": Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9375 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail).	\$28.00	\$14,784.00	\$38.85	\$20,512.80	\$40.70	\$21,489.60	\$37.90	\$20,011.20	\$54.50	\$28,776.00



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
123	1,853	LF	Trench Detail "Q" : Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9375 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail).	\$32.00	\$59,296.00	\$33.60	\$62,260.80	\$35.20	\$65,225.60	\$32.75	\$60,685.75	\$49.00	\$90,797.00
124	39	LF	Trench Detail "R" : Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9375 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail).	\$32.00	\$1,248.00	\$33.60	\$1,310.40	\$35.20	\$1,372.80	\$32.75	\$1,277.25	\$49.00	\$1,911.00
125	4	EA	CSUM-K2 : Consists of Labor and Materials necessary to install one (1) 4' W x 8' L x 6' D (interior dimensions) polymer concrete pull box. See Unit Drawing on MEI-9375 for installation guide.	\$4,237.00	\$16,948.00	\$8,610.00	\$34,440.00	\$9,000.00	\$36,000.00	\$9,400.00	\$37,600.00	\$9,130.00	\$36,520.00
126	4,865	LF	UM50-P-2 : Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) two (2) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	\$3.09	\$15,032.85	\$2.23	\$10,848.95	\$2.33	\$11,335.45	\$2.15	\$10,459.75	\$2.95	\$14,351.75



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
127	14,520	LF	UM50-P-4: Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) four (4) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	\$5.55	\$80,586.00	\$4.04	\$58,660.80	\$4.24	\$61,564.80	\$3.95	\$57,354.00	\$5.40	\$78,408.00
CSU ELECTRICAL ITEMS - SUBTOTAL				\$187,894.85		\$188,033.75		\$196,988.25		\$187,387.95		\$250,763.75	
STREETLIGHTING ITEMS													
128	103	LF	URTB2: Consists of Labor and Materials necessary to install one (1) lineal foot of boring in soil, measured parallel to the surace of the ground, including the excavation, backfilling and compacting sufficient for installation of a two (2) inch PVC conduit to be placed in a three (3) inch steel pipe. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the boring, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the bore, when required.	\$43.54	\$4,484.62	\$27.30	\$2,811.90	\$28.60	\$2,945.80	\$26.75	\$2,755.25	\$29.00	\$2,987.00
129	1	EA	Meter Rack: Consists of Labor and Materials necessary to install one (1) meter can rack. See Signal Layouts for installation guide.	\$969.00	\$969.00	\$1,575.00	\$1,575.00	\$1,650.00	\$1,650.00	\$1,535.00	\$1,535.00	\$1,670.00	\$1,670.00
130	25	LF	Trench Detail "O": Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9375 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail).	\$21.00	\$525.00	\$38.85	\$971.25	\$40.70	\$1,017.50	\$37.90	\$947.50	\$42.00	\$1,050.00
131	628	LF	UD#1/0 AI TPLX: Consists of Labor and Materials necessary to install one (1) foot of #1/0 AI Triplex.	\$3.34	\$2,097.52	\$4.15	\$2,606.20	\$4.35	\$2,731.80	\$4.00	\$2,512.00	\$5.00	\$3,140.00
132	654	LF	UD#1/0 AI TPLX-Remove: Consists of Labor and Materials necessary to remove one (1) foot of #1/0 AI Triplex.	\$0.80	\$523.20	\$1.58	\$1,033.32	\$1.65	\$1,079.10	\$1.55	\$1,013.70	\$1.70	\$1,111.80



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
133	2	EA	UK6: Consists of Labor and Materials necessary to install one (1) 11.5" W x 21" L x 16" D (interior dimensions) flush mount secondary hand hole. Box to be TxDOT approved, Type "E", Hubbell Catalog # PG1324	\$550.07	\$1,100.14	\$682.50	\$1,365.00	\$715.00	\$1,430.00	\$665.00	\$1,330.00	\$730.00	\$1,460.00
134	3	EA	UK6-Remove: Consists of Labor and Materials necessary to remove one (1) flush mount secondary hand hole.	\$68.00	\$204.00	\$157.50	\$472.50	\$165.00	\$495.00	\$155.00	\$465.00	\$167.00	\$501.00
135	158	LF	UM50-P-2: Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) two (2) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	\$3.00	\$474.00	\$2.75	\$434.50	\$2.88	\$455.04	\$2.70	\$426.60	\$3.00	\$474.00
136	103	LF	UM50-S-3: Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) three (3) inch, steel pipe, installed in place in a trench. This unit includes all fittings, connection materials, etc. required for installation of this pipe.	\$23.00	\$2,369.00	\$15.23	\$1,568.69	\$16.00	\$1,648.00	\$14.85	\$1,529.55	\$16.00	\$1,648.00
137	9	EA	SL-CF-C: Consists of Labor and Materials necessary to install one (1) streetlight foundation. See Unit Drawing on MEI-9375 for installation guide.	\$340.00	\$3,060.00	\$945.00	\$8,505.00	\$990.00	\$8,910.00	\$920.00	\$8,280.00	\$1,000.00	\$9,000.00
138	9	EA	SL-30: Consists of Labor and Materials necessary to install one (1) aluminum streetlight pole with a 4' mast arm, 315 watt metal halide fixture, and a 30' mounting height. Bronze anodized fixture to be a Gardco Catalog # ED19-1-4X-315MCE-277-BRA. 29'-8" Bronze anodized aluminum pole to be a Gardco Catalog # TAMU-TRA B 30L D1 BRA-311.	\$5,361.00	\$48,249.00	\$5,651.10	\$50,859.90	\$5,920.20	\$53,281.80	\$5,500.00	\$49,500.00	\$6,000.00	\$54,000.00
139	99	LF	Trench Detail "P": Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9375 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail).	\$21.62	\$2,140.38	\$38.85	\$3,846.15	\$40.00	\$3,960.00	\$37.90	\$3,752.10	\$41.20	\$4,078.80



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
140	194	LF	Trench Detail "U": Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9375 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail).	\$19.61	\$3,804.34	\$38.85	\$7,536.90	\$40.00	\$7,760.00	\$37.90	\$7,352.60	\$41.20	\$7,992.80
141	495	LF	UD#12-2 Cu: Consists of Labor and Materials necessary to install one (1) foot of (2) runs of #12 Cu THHN (to run up streetlight poles).	\$1.14	\$564.30	\$0.26	\$128.70	\$0.28	\$138.60	\$0.25	\$123.75	\$0.30	\$148.50
142	2,267	LF	UD#4-3 Cu: Consists of Labor and Materials necessary to install one (1) foot of (3) runs of #4 Cu Stranded.	\$4.81	\$10,904.27	\$1.79	\$4,057.93	\$1.87	\$4,239.29	\$1.75	\$3,967.25	\$2.00	\$4,534.00
143	2	EA	UK6: Consists of Labor and Materials necessary to install one (1) 11.5" W x 21" L x 16" D (interior dimensions) flush mount secondary hand hole. Box to be TxDOT approved, Type "E", Hubbell Catalog # PG1324	\$245.04	\$490.08	\$682.50	\$1,365.00	\$715.00	\$1,430.00	\$665.00	\$1,330.00	\$730.00	\$1,460.00
144	138	LF	UM50-P-1: Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) one (1) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	\$22.78	\$3,143.64	\$2.10	\$289.80	\$2.20	\$303.60	\$2.05	\$282.90	\$2.30	\$317.40
145	2,047	LF	UM50-P-2: Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) two (2) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	\$3.28	\$6,714.16	\$2.75	\$5,629.25	\$2.88	\$5,895.36	\$2.70	\$5,526.90	\$3.00	\$6,141.00
STREETLIGHTING ITEMS - SUBTOTAL				\$91,816.65		\$95,056.99		\$99,370.89		\$92,630.10		\$101,714.30	
PENBERTHY ROADWAY & DRAINAGE ITEMS													
146	1	LS	Erosion and Sedimentation Controls including silt fencing, inlet protection, and post-construction Hydromulch seeding as required, SWPPP development and notices as required by TCEQ	\$2,735.71	\$2,735.71	\$1,940.00	\$1,940.00	\$4,500.00	\$4,500.00	\$4,300.00	\$4,300.00	\$6,500.00	\$6,500.00



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
147	1	LS	Traffic Control (Penberthy Drive only)	\$12,080.00	\$12,080.00	\$4,600.00	\$4,600.00	\$7,500.00	\$7,500.00	\$7,800.00	\$7,800.00	\$13,000.00	\$13,000.00
148	1,450	CY	Roadway Excavation (unfactored)	\$5.47	\$7,931.50	\$4.45	\$6,452.50	\$10.00	\$14,500.00	\$1.60	\$2,320.00	\$11.00	\$15,950.00
149	2,337	SY	8" Thick Reinforced Concrete Pavement with #4 bars at 12" OCEW with 3,500 psi Minimum Concrete	\$34.36	\$80,299.32	\$35.00	\$81,795.00	\$34.25	\$80,042.25	\$44.45	\$103,879.65	\$46.00	\$107,502.00
150	2,589	SY	6" Thick Lime Stabilized Subgrade	\$4.23	\$10,951.47	\$4.86	\$12,582.54	\$4.25	\$11,003.25	\$5.60	\$14,498.40	\$5.30	\$13,721.70
151	1,162	LF	6" Monolithic Concrete Curb (B/CS Detail ST1-02)	\$3.28	\$3,811.36	\$3.10	\$3,602.20	\$3.75	\$4,357.50	\$2.10	\$2,440.20	\$6.00	\$6,972.00
152	124	SY	4" Thick Reinforced Concrete Median Pavement with #4 bars at 18" OCEW, including all subgrade preparation & doweling into curbs, per sheet D-04 (Penberthy Dr only)	\$52.53	\$6,513.72	\$44.70	\$5,542.80	\$40.00	\$4,960.00	\$62.00	\$7,688.00	\$59.00	\$7,316.00
153	85	SY	4" Thick Reinforced Concrete Sidewalk (B/CS Detail SW1-02)	\$29.00	\$2,465.00	\$32.25	\$2,741.25	\$32.00	\$2,720.00	\$29.50	\$2,507.50	\$38.00	\$3,230.00
154	84	SY	Saw cut & remove existing concrete sidewalk	\$5.50	\$462.00	\$8.10	\$680.40	\$10.00	\$840.00	\$5.00	\$420.00	\$35.00	\$2,940.00
155	486	LF	Saw cut & remove existing concrete curb	\$5.50	\$2,673.00	\$7.80	\$3,790.80	\$10.00	\$4,860.00	\$8.00	\$3,888.00	\$21.00	\$10,206.00
156	2	EA	Standard Curb Inlet - 5' Opening with 2 - 5' Wing Extensions (Per TxDOT Detail) including removal of existing area inlets and tying in existing 18" storm sewer	\$3,282.00	\$6,564.00	\$3,250.00	\$6,500.00	\$5,000.00	\$10,000.00	\$3,800.00	\$7,600.00	\$5,500.00	\$11,000.00
157	2	EA	6' Wide Sidewalk Ambulatory Ramps at Street Intersection per B/CS Detail SW3-00	\$875.00	\$1,750.00	\$137.70	\$275.40	\$750.00	\$1,500.00	\$1,400.00	\$2,800.00	\$1,100.00	\$2,200.00
PENBERTHY ROADWAY & DRAINAGE ITEMS - SUBTOTAL				\$138,237.08		\$130,502.89		\$146,783.00		\$160,141.75		\$200,537.70	
PENBERTHY STRIPING & SIGNAGE ITEMS													
158	37	LF	24" Wide Solid White Stop Line (Type I Thermoplastic)	\$7.61	\$281.57	\$11.24	\$415.88	\$11.80	\$436.60	\$7.10	\$262.70	\$12.00	\$444.00
159	194	LF	8" Wide Solid White Turn Lane Line (Type I Thermoplastic) with Type I-C RPM spaced at 20' Typical	\$1.00	\$194.00	\$3.78	\$733.32	\$3.96	\$768.24	\$0.95	\$184.30	\$4.00	\$776.00
160	90	LF	24" Wide Solid White Type I Thermoplastic Stripes for 6' Wide Continental Style Crosswalk Striping at George Bush Dr intersection (stripes separated by a 3' Wide Gap)	\$6.57	\$591.30	\$11.24	\$1,011.60	\$11.80	\$1,062.00	\$6.10	\$549.00	\$11.00	\$990.00
161	230	LF	18" Wide Solid White Type I Thermoplastic Stripes for 20' Wide Ladder Style Crosswalk Striping at parking lot crosswalk on Penberthy Dr (stripes separated by a 3' Wide Gap)	\$6.30	\$1,449.00	\$9.35	\$2,150.50	\$9.79	\$2,251.70	\$5.90	\$1,357.00	\$10.00	\$2,300.00
162	1,250	LF	4" Wide Solid White Bike Lane Line (Type II Paint)	\$0.93	\$1,162.50	\$0.57	\$712.50	\$0.59	\$737.50	\$0.90	\$1,125.00	\$0.60	\$750.00
163	550	LF	Double 4" Wide Solid Yellow Line (Type II Paint) with Type II-A RPM Spaced at 20' Typical	\$1.15	\$632.50	\$1.16	\$638.00	\$1.21	\$665.50	\$1.08	\$594.00	\$1.20	\$660.00
164	160	LF	4" Wide Broken White Line (Type II Paint), 10' Long with a 30' Gap	\$0.98	\$156.80	\$0.50	\$80.00	\$0.53	\$84.80	\$0.95	\$152.00	\$0.60	\$96.00
165	105	LF	24" Wide Solid Yellow Chevron Lines (Type I Thermoplastic) at 45 degree angle, Spaced at 20' intervals, Typical	\$6.84	\$718.20	\$12.81	\$1,345.05	\$13.42	\$1,409.10	\$6.40	\$672.00	\$13.00	\$1,365.00
166	1	EA	Left Turn Lane Pavement Marking Letters "ONLY" (Type I Thermoplastic)	\$98.49	\$98.49	\$294.00	\$294.00	\$308.00	\$308.00	\$92.00	\$92.00	\$295.00	\$295.00
167	2	EA	Left Turn Lane Pavement Marking Arrows (Type I Thermoplastic)	\$88.00	\$176.00	\$231.00	\$462.00	\$242.00	\$484.00	\$82.00	\$164.00	\$230.00	\$460.00
168	2	EA	Bike Lane Pavement Marking with Directional Arrow (Type I Thermoplastic)	\$306.00	\$612.00	\$186.90	\$373.80	\$195.00	\$390.00	\$290.00	\$580.00	\$190.00	\$380.00
169	1	EA	R3-17 BIKE LANE Sign mounted on 3" ID Square Aluminum Post Anodized to Duranodic Bronze 313 with vadal-proof anchoring per TAMU Typical Sign Post Specifications	\$493.00	\$493.00	\$384.30	\$384.30	\$402.00	\$402.00	\$613.80	\$613.80	\$385.00	\$385.00



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
170	1	EA	R3-17 BIKE LANE Sign & R3-17a AHEAD sign mounted on 3" ID Square Aluminum Post Anodized to Duranodic Bronze 313 with vadal-proof anchoring per TAMU Typical Sign Post Specifications	\$493.00	\$493.00	\$406.35	\$406.35	\$425.00	\$425.00	\$613.80	\$613.80	\$410.00	\$410.00
PENBERTHY STRIPING & SIGNAGE ITEMS - SUBTOTAL				\$7,058.36		\$9,007.30		\$9,424.44		\$6,959.60		\$9,311.00	
PENBERTHY ELECTRICAL & STREETLIGHTING ITEMS													
171	50	LF	URTB2: Consists of Labor and Materials necessary to install one (1) lineal foot of boring in soil, measured parallel to the surace of the ground, including the excavation, backfilling and compacting sufficient for installation of a two (2) inch PVC conduit. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the boring, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the bore, when required.	\$23.00	\$1,150.00	\$27.30	\$1,365.00	\$28.60	\$1,430.00	\$26.75	\$1,337.50	\$29.00	\$1,450.00
172	4	EA	SL-CF-C: Consists of Labor and Materials necessary to install one (1) streetlight foundation. See Unit Drawing on MEI-9720 for installation guide.	\$340.00	\$1,360.00	\$945.00	\$3,780.00	\$990.00	\$3,960.00	\$920.00	\$3,680.00	\$1,000.00	\$4,000.00
173	4	EA	SL-30: Consists of Labor and Materials necessary to install one (1) aluminum streetlight pole with a 4' mast arm, 315 watt metal halide fixture, and a 30' mounting height. Bronze anodized fixture to be a Gardco Catalog # ED19-1-4X-315MCE-277-BRA. 29'-8" Bronze anodized aluminum pole to be a Gardco Catalog # TAMU-TRA B 30L D1 BRA-311.	\$5,361.00	\$21,444.00	\$5,651.10	\$22,604.40	\$5,920.20	\$23,680.80	\$5,500.00	\$22,000.00	\$6,000.00	\$24,000.00
174	1	EA	SL-RETIRE: Consists of Labor necessary to remove one (1) streetlight as specified on construction drawing. Contractor will also be responsible for removing wire that feeds streetlight.	\$238.00	\$238.00	\$1,883.70	\$1,883.70	\$1,973.40	\$1,973.40	\$1,840.00	\$1,840.00	\$2,000.00	\$2,000.00



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
175	618	LF	Trench Detail "U" : Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed twelve to eighteen inches above conduits, and the last six (6) inches of trench backfill, plus 4-6" of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-9720 for number and size of conduits which will be installed in the trench. See 'Bedding and Trench for DI Pipe and PVC Pipe' Detail S2-02 for all trenches under pavement areas (including sidewalks) for additional requirements (B/CS Unified Standard Detail).	\$19.61	\$12,118.98	\$38.85	\$24,009.30	\$40.00	\$24,720.00	\$37.90	\$23,422.20	\$41.20	\$25,461.60
176	180	LF	UD#12-2 Cu : Consists of Labor and Materials necessary to install one (1) foot of (2) runs of #12 Cu THHN (to run up streetlight poles).	\$1.14	\$205.20	\$0.26	\$46.80	\$0.28	\$50.40	\$0.25	\$45.00	\$0.30	\$54.00
177	841	LF	UD#6-3 Cu : Consists of Labor and Materials necessary to install one (1) foot of (3) runs of #6 Stranded Cu.	\$3.34	\$2,808.94	\$3.34	\$2,808.94	\$3.50	\$2,943.50	\$3.25	\$2,733.25	\$3.60	\$3,027.60
178	1	EA	UK6 : Consists of Labor and Materials necessary to install one (1) 11.5" W x 21" L x 16" D (interior dimensions) flush mount secondary hand hole. Box to be TxDOT approved, Type "E", Hubbell Catalog # PG1324	\$245.04	\$245.04	\$682.50	\$682.50	\$715.00	\$715.00	\$665.00	\$665.00	\$725.00	\$725.00
179	718	LF	UM50-P-2 : Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) two (2) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	\$3.00	\$2,154.00	\$2.75	\$1,974.50	\$2.88	\$2,067.84	\$2.70	\$1,938.60	\$3.00	\$2,154.00
PENBERTHY ELECTRICAL & STREETLIGHTING ITEMS - SUBTOTAL				\$41,724.16		\$59,155.14		\$61,540.94		\$57,661.55		\$62,872.20	
EXISTING JONES-BUTLER RESTRIPIING ITEMS													
180	25	LF	24" Wide Solid White Stop Line (Type I Thermoplastic)	\$7.61	\$190.25	\$9.98	\$249.50	\$10.45	\$261.25	\$7.10	\$177.50	\$10.00	\$250.00
181	108	LF	12" Wide Solid White Lines (Type I Thermoplastic) for 8' Wide Standard Crosswalk at Holleman Intersection	\$4.65	\$502.20	\$5.78	\$624.24	\$6.05	\$653.40	\$4.35	\$469.80	\$6.00	\$648.00
182	2,100	LF	4" Wide Broken White Line (Type I Thermoplastic), 10' Long with a 30' Gap	\$0.63	\$1,323.00	\$0.53	\$1,113.00	\$0.55	\$1,155.00	\$0.60	\$1,260.00	\$0.60	\$1,260.00
183	6	EA	Bike Lane Pavement Marking with Directional Arrow (Type I Thermoplastic)	\$306.00	\$1,836.00	\$147.00	\$882.00	\$154.00	\$924.00	\$286.00	\$1,716.00	\$150.00	\$900.00
184	2,124	LF	Install 6" Wide Solid Bike Lane Line (Type I Thermoplastic)	\$0.77	\$1,635.48	\$0.90	\$1,911.60	\$0.95	\$2,017.80	\$0.75	\$1,593.00	\$1.00	\$2,124.00
185	26	EA	Install TY I-C RPM Spaced at 80' Typical	\$21.89	\$569.14	\$6.30	\$163.80	\$6.60	\$171.60	\$20.45	\$531.70	\$6.50	\$169.00



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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
186	10	EA	Install 6" Wide Dot Bike Lane Line (Type 1 Thermoplastic), 2' Long with 6' Gap	\$1.42	\$14.20	\$5.78	\$57.80	\$6.05	\$60.50	\$1.30	\$13.00	\$6.00	\$60.00
187	2,204	LF	Install Double 4" Wide Solid Yellow Line (Type 1 Thermoplastic)	\$0.94	\$2,071.76	\$0.84	\$1,851.36	\$0.88	\$1,939.52	\$0.90	\$1,983.60	\$1.00	\$2,204.00
188	30	EA	Install Two Type II-A-A RPM Spaced at 80' Typical	\$21.89	\$656.70	\$11.03	\$330.90	\$11.65	\$349.50	\$20.45	\$613.50	\$11.00	\$330.00
189	2,240	LF	Eliminate Existing 4" Wide Broken White Line	\$1.71	\$3,830.40	\$0.65	\$1,456.00	\$0.69	\$1,545.60	\$1.60	\$3,584.00	\$0.70	\$1,568.00
EXISTING JONES-BUTLER RESTRIPIING ITEMS - SUBTOTAL				\$12,629.13		\$8,640.20		\$9,078.17		\$11,942.10		\$9,513.00	
GRAND TOTAL				\$2,975,669.11		\$3,011,521.33		\$3,137,667.99		\$3,237,135.10		\$3,921,888.15	
Certification of Bid				✓		✓		✓		✓		✓	
Acknowledged Addendums (3)				✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓	

NOTES:

Dudley Construction, Ltd.

»Bidder miscalculated the subtotal for Traffic Signal Items. The highlighted total above is correct.

Brazos Paving, Inc.

»Bidder miscalculated Bid Items 103, 106, 107, 126, 127, 131, 132, 135, 136, 142, 145, 176, 177, 179 and 186. The highlighted totals above are correct.

»Bidder miscalculated Traffic Signal Items Subtotal, CSU Electrical Items Subtotal, Streetlighting Items Subtotal, Penberthy Electrical & Streetlighting Items Subtotal, Existing Jones-Butler Restriping Items Subtotal and the Grand Total. The highlighted totals above are correct.

Larry Young Paving

»Bidder miscalculated Bid Items 27, 37, 106 and 167. The highlighted totals above are correct.

»Bidder miscalculated Pavement & Drainage Items Subtotal, Traffic Signal Items Subtotal, Penberthy Striping & Signage Subtotal and the Grand Title. The highlighted items above are correct.

March 28, 2013
Consent Agenda Item No. 2e
TAMUS Ground Lease/Interlocal Cooperation Agreement/Easement Release

To: Frank Simpson, Interim City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action and discussion concerning approval of: (1) a ground lease from TAMUS to College Station for property located generally northeast of the intersection of Wellborn Road and University Drive for the purpose of constructing an electrical substation, (2) an interlocal agreement between College Station and TAMU providing the terms and conditions necessary for the construction of an electrical substation on the ground lease site, and (3) a release of an existing right-of-way easement conveyed from TAMUS to College Station by instrument dated August 8, 2006, recorded in Volume 7572, Page 179, of the Real Property Records of Brazos County, Texas.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve the above described ground lease, interlocal agreement, and release.

Summary: The Northgate Substation will serve future load in the Northgate and Biocorridor areas. The original placement for this substation has been relocated to a new location on TAMU property adjacent to their substation which serves the campus. This site will require a new 50 year lease of property from TAMU and various easements for electric distribution feeder routes from this site. In consideration for these concessions, COCS will relinquish the use of an easement along FM 2818 and reimburse TAMU \$300,000.00 for the relocation of parking area displaced by the substation site.

Budget & Financial Summary: Funds are available as budgeted and approved in the Electric Utility Capital Improvement Projects Fund.

Reviewed and Approved by Legal: Yes

Attachments: The ILA between the City of College Station and Texas A&M University-Northgate Electric Substation, the Ground Lease Agreement, and the Release of Right-of-Way Easement will be available at the City Council meeting.

March 28, 2013
Consent Agenda Item No. 2f
Substation Transformer Bid 13-047

To: Frank Simpson, Interim City Manager

From: Timothy Crabb, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding the award of Bid Tab 13-047 and approval of a contract between the City of College Station and WEG Electric Corp, as bid by KD Johnson in the amount of \$735,545 for the purchase of 25/33/46.6 MVA substation transformer for the new Northgate Substation to be built at the existing TAMU 138 kV Switchyard. This action would authorize the City Manager to execute the contract on behalf of the City Council.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure
3. Diverse Growing Economy
4. Sustainable City

Recommendation(s): Staff recommends approval of the contract with WEG Electric Corp in the amount of \$735,545 to provide the substation transformer at the lowest evaluated equivalent first cost to the City as shown by the attached Bid Tab 13-047.

Summary: The substation transformer is necessary to meet the power requirements of the rapidly growing Northgate area presently served out of Post Oak Substation.

Budget & Financial Summary: Fifteen (15) sealed competitive bids and two (2) no bids were received and opened on February 19, 2013. Bids were evaluated on the cost to provide and deliver, assemble, fill with oil, and test a transformer along with the calculated operation cost and losses over the life of the transformer. Of the fifteen sealed competitive bids, two (2) were non-compliant with the NAFTA requirement, six (6) were non-compliant with the required delivery date, one (1) bidder was non-compliant with supplying loss data and one (1) bidder was non-compliant with Warranty Terms. The five (5) remaining bidders were ranked according to equivalent first cost. Funds for this project are presently budgeted in the FY13 Budget, the Electric Capital Improvement Projects Fund. The expenditure for this item is covered by the Northgate Substation Debt Reimbursement Resolution that was approved by Council on 9/27/12.

Reviewed and Approved by Legal: NA

Attachments:

1. Bid Tab 13-047



City of College Station - Purchasing Division
 Bid Tabulation for #13-047
 "Purchase of Substation Transformer"
 Open Date: Tuesday, February 19, 2013 @ 2:00 p.m.

	Dealer/Agent				
	CG Power	Texas Elect Coop	VT	Keasler	KD Johnson
Transformer Manufacturer	CG Power	Prolec	Virginia Transf	SPX (Waukesha)	WEG
Factory Point of Origin	USA-MO	Mexico	USA- ID	USA-NC	Mexico
	Washington	Apodaca	Pocatello	Goldsboro	Huehuetoca
Status	Compliant	Compliant	Compliant	Compliant	Compliant
Bid Summary					
Transformer Unit Cost	\$ 725,500.00	\$ 623,785.00	\$ 763,412.00	\$ 840,330.00	\$ 700,545.00
Cost to Place upon Foundation, Assembly, Oil Filling, etc.	\$ 20,000.00	\$ 64,125.00	included	\$ 54,580.00	\$ 25,700.00
Cost of Service Engineer/Testing	\$ 38,000.00	included	included	included	\$ 9,300.00
As Bid Price	\$ 783,500.00	\$ 687,910.00	\$ 763,412.00	\$ 894,910.00	\$ 735,545.00
Adder(s) for Foundation Placement, Assembly, Oil Filling	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
Adder(s) for Service Engr / Testing	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
Sub-Total Adjusted Cost	\$ 783,500.00	\$ 717,910.00	\$ 773,412.00	\$ 894,910.00	\$ 735,545.00
Equivalent First Cost of Losses (A and B Factors combined)	\$ 289,782.00	\$ 353,793.00	\$ 299,854.05	\$ 308,781.00	\$ 285,885.42
Grand Total Equivalent First Cost of Transformer	\$ 1,073,282.00	\$ 1,071,703.00	\$ 1,073,266.05	\$ 1,203,691.00	\$ 1,021,430.42
Final Ranking Based on Lowest 1st Cost	4	2	3	5	1

Total Bidders	17
Bidders Non-Compliant with NAFTA requirement	2 Shihlin USA (Shihlin), Iljin USA (Iljin)
Bidders Non-Compliant with required delivery date	6 Butler & Land (Hyundai), Howard(Howard),JH Davidson(ABB), V&S Schulir(HICO),EB Robertson(Pennsylvania Tran), Delta Star(Delta Star)
Bidders Non-Compliant with 3 Year Warranty	1 HD Supply (Prolec/GE)
Bidders Non-Compliant with Loss Data	1 FAPCo (Siemens)
Bidders declaring No Bid	2 Dis-Tran, Priester-Mell & Nicolson
Total Compliant Bidders	5 See above tabulation

AWARD RECOMMENDATION:

Purchase Lowest Equivalent First Cost Unit supplied by
 K D Johnson, WEG Manufacturing, Huehuetoca, Mexico

March 28, 2013
Consent Agenda Item No. 2g
University Drive Pedestrian Improvements Project (ST1206)
Resolution Determining Need and Necessity for Right-of-Way Acquisition

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 Resolution that will authorize City staff to negotiate for the purchase of right-of-way needed for the University Drive Pedestrian Improvements Project.

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

Recommendation(s): Staff recommends Council approval of the Resolution Determining Public Need and Necessity.

Summary: As part of the University Drive Pedestrian Improvements Project and the MOU between the City and the Northgate District Association, parking along University Drive between FM 2154 and Tauber Street was removed to improve safety in the area. In the MOU, it was also agreed that a loading zone would be provided in the section of University Drive between the pedestrian plaza (formerly College Main) and Lodge Street to replace the on-street parallel parking. The proposed loading zone will enhance pedestrian safety in the Northgate District by providing a designated area for delivery vehicles to make deliveries that are necessary for area merchants to provide their respective goods and services to area patrons.

The proposed loading zone extends across two properties. The section of the loading zone adjacent to the pedestrian plaza was dedicated to the City prior to the start of the project. The acquisition of this second and final piece of right-of-way will allow the City to create a loading zone in this block once an ordinance is passed by the City Council. Approval of the Resolution Determining Need and Necessity will authorize staff to negotiate for the purchase of the right-of-way needed to complete the project and enforce the loading zone.

Budget & Financial Summary:

Funds in the amount of \$7,055,000 are budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$247,064 has been expended or committed to date, leaving a balance of \$6,807,936 for remaining expenditures.

Reviewed and Approved by Legal: Yes

Attachments:

1. Project Map
2. Resolution Determining Public Need and Necessity with Exhibit "A"

EXHIBIT "A"

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas 77845
(979) 693-2777

Proposed Right-of-Way Parcel
Lot 9R, Block 2
Boyett's Subdivision
J.E. Scott League A-50
College Station, Texas
March 28, 2011

All that certain tract or parcel of land lying and being situated in the J.E. Scott league, Abstract no. 50, in College Station, Brazos County, Texas, being a strip 8.50 feet in width, lying within and contiguous to the southeast line of Lot 9R, Block 2 of Boyett's Subdivision according to plat of record in Volume 9530, Page 228 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the common corner of said Lot 9R, and Lot 1 in Block 2 of Boyett's Subdivision according to plat of record in Volume 38, Page 614 of the Deed Records of Brazos County, in the northwest line of University Drive (F.M. 60).

Thence N 48° 11' 34" W – 8.50 feet, along the common line of said Lots 9R and 1, to a Nail set for the west corner of this tract, from where the City of College Station 1994 GPS control monument no. 110 bears N 88° 04' 21" W – 1831.3 feet;

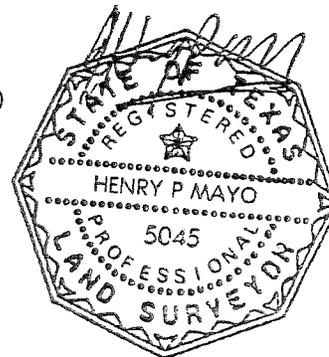
Thence N 41° 45' 10" E – 99.99 feet, through said Lot 9R, to a Nail set for the north corner of this tract, in the southwest right-of-way line (30' width) of Lodge Street;

Thence S 48° 13' 51" E – 8.50 feet, along said line of Lodge Street, to the east corner of said Lot 9R, in the northwest line of University Drive (F.M. 60);

Thence S 41° 45' 10" W – 100.00 feet, along the southeast line of said Lot 9R, to the Point of Beginning and containing 850 square feet of land more or less.

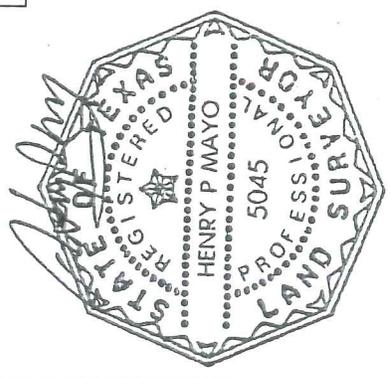
Bearings are Texas State Plane, NAD83(1986) Central Zone datum, based on 1994 City of College Station GPS control monument no. 110 and NGS monument 'Texas A&M 1935' (S 34° 15' 20" E).

See survey plat prepared with this description, dated March 2011.



Lot 5R & 9R, Block 2
 Boyett's Subdivision
 Vol. 9530, Pg. 228

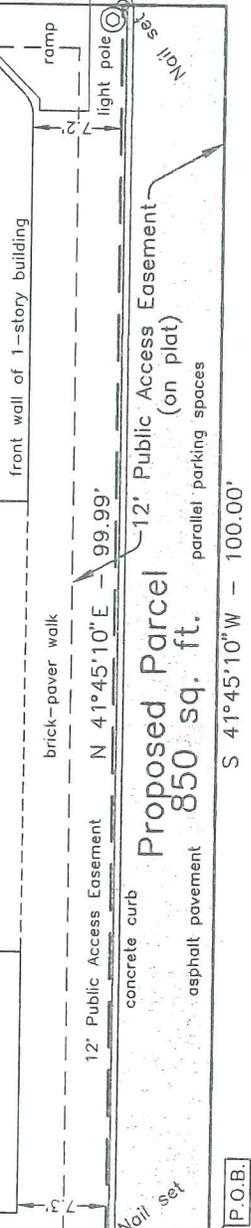
Lot 9R
 Block 2



Lot 3
 Boyett's Subdivision
 Vol. 38, Pg. 614
 Block 2

light pole
 N 48°11'34"W - 8.50'
 to GPS mon. no. 110
 N 88°04'21"W - 183.3'

Lot 1



P.O.B.

University Drive (F.M. 60)
 variable-width right-of-way
 asphalt pavement

March 2011



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 110 and NGS monument Texas A&M 1935' (S 34°15'20"E).

All existing easements and utilities are not shown on this plat.

See separate metes and bounds description prepared with this plat.

Proposed Right-of-Way Parcel
 Lot 9R, Block 2 - Boyett's Subdivision
 J.E. Scott league A-50
 College Station, Texas

JOE ORR, INC.
 SURVEYORS & ENGINEERS
 2167 Post Oak Circle
 College Station, Texas 77845
 (979) 693-2777 joeorrinc@verizon.net
 TX Surveying Firm no. 100544-00 / Engineering Firm no. F-433



RESOLUTION DETERMINING PUBLIC NEED AND NECESSITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING PUBLIC NEED AND NECESSITY FOR THE CITY TO INITIATE, COMPLETE, AND ACQUIRE CERTAIN PROPERTY LOCATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS FOR THE PURPOSE OF A PEDESTRIAN SAFETY PROJECT; AUTHORIZING THE CITY AND ITS REPRESENTATIVES AND EMPLOYEES TO TAKE ANY AND ALL REASONABLE ACTIONS TO ACHIEVE SAME; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, the City of College Station, Texas (“City”) is a home rule municipality duly incorporated and chartered under the constitution and laws of the state of Texas; and

WHEREAS, the City is engaged in the University Drive Pedestrian Improvements Project (“Project”) for the public purpose of pedestrian and vehicular safety; and

WHEREAS, such Project is located at or about the following physical location: along University Drive from FM 2154 to Tauber Street in College Station, Brazos County, Texas; and

WHEREAS, such Project includes installation of a loading zone on the north side of University Drive between the Pedestrian Plaza (formerly College Main) and Lodge Street; and

WHEREAS, providing a loading zone will enhance pedestrian and vehicular safety in the Northgate District by providing a designated area for delivery vehicles; and

WHEREAS, such Project will necessitate the acquisition of land as set forth in this Resolution; and

WHEREAS, the City Council desires to acquire land for the Project to achieve the aforesaid public purpose, and herein determines it to be in the best interest of its citizens and the general public to designate its lawful agents and representatives, including City staff, to achieve same, now therefore,

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

- PART 1:** That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.
- PART 2:** That the City Council of the City of College Station, Texas, herein determines it to be in the best interest of its citizens and the general public to continue the University Drive Pedestrian Improvements Project in College Station for the public purpose of pedestrian and vehicular safety, and to take any and all reasonable action to achieve completion of the Project, including the acquisition of property.
- PART 3:** That the Project will require the acquisition of a fee simple interest in the property as described in Exhibit "A" attached hereto and made a part of this Resolution ("Property").
- PART 4:** That the City's representatives, agents, and staff are hereby authorized to acquire the Property pursuant to applicable law, including Chapter 2206 Texas Government Code and Chapter 21 Texas Property Code as same may, from time to time, be amended; and to specifically provide the Landowner's Bill of Rights to landowners, and to conduct such land appraisals as may be desired and as may be required by law.
- PART: 5** That adoption of this Resolution shall not authorize the City's representatives, agents, and staff to proceed with condemnation without first obtaining express authority to condemn from the City Council.
- PART 6:** That the City Manager is hereby authorized to direct and designate City staff and to contract with one or more agents or representatives as deemed appropriate to act on behalf of the City to acquire the Property, including contracting with professional appraisers for appraisal services, and contracting with professional real estate agents to act as a land agent for the City relating to acquisition of the Property.
- PART 7:** That the City Manager and his authorized designee be authorized to sell any surplus improvements and to order the removal or the demolition of any improvements that are located on the Property that in their determination hinder or are unnecessary to completion of the Project.
- PART 8:** 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

March 28, 2013
Consent Agenda Item No. 2h
The Plaza at College Station – City Participation Agreement

To: Frank Simpson, Interim City Manager

From: Bob Cowell, Director of Planning & Development Services

Agenda Caption: Presentation, possible action, and discussion for a City Participation Agreement for water line improvements in the Northpoint Crossing Ph.1 Subdivision 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 \$67,101.59.

Relationship to Strategic Initiatives: Core Services and Infrastructure, and a Diverse Growing Economy

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

Summary: Associated with the development of Northpoint Crossing Ph.1 the City required the construction of a 12 inch water line for the larger City system. The developer's engineer demonstrated an 8 inch waterline is sufficient for this development. This city participation request is the construction cost difference for upsizing an 8 inch water line to a 12 inch water line for an approximately 436 linear feet section through Northpoint Crossing Ph.1.

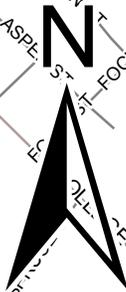
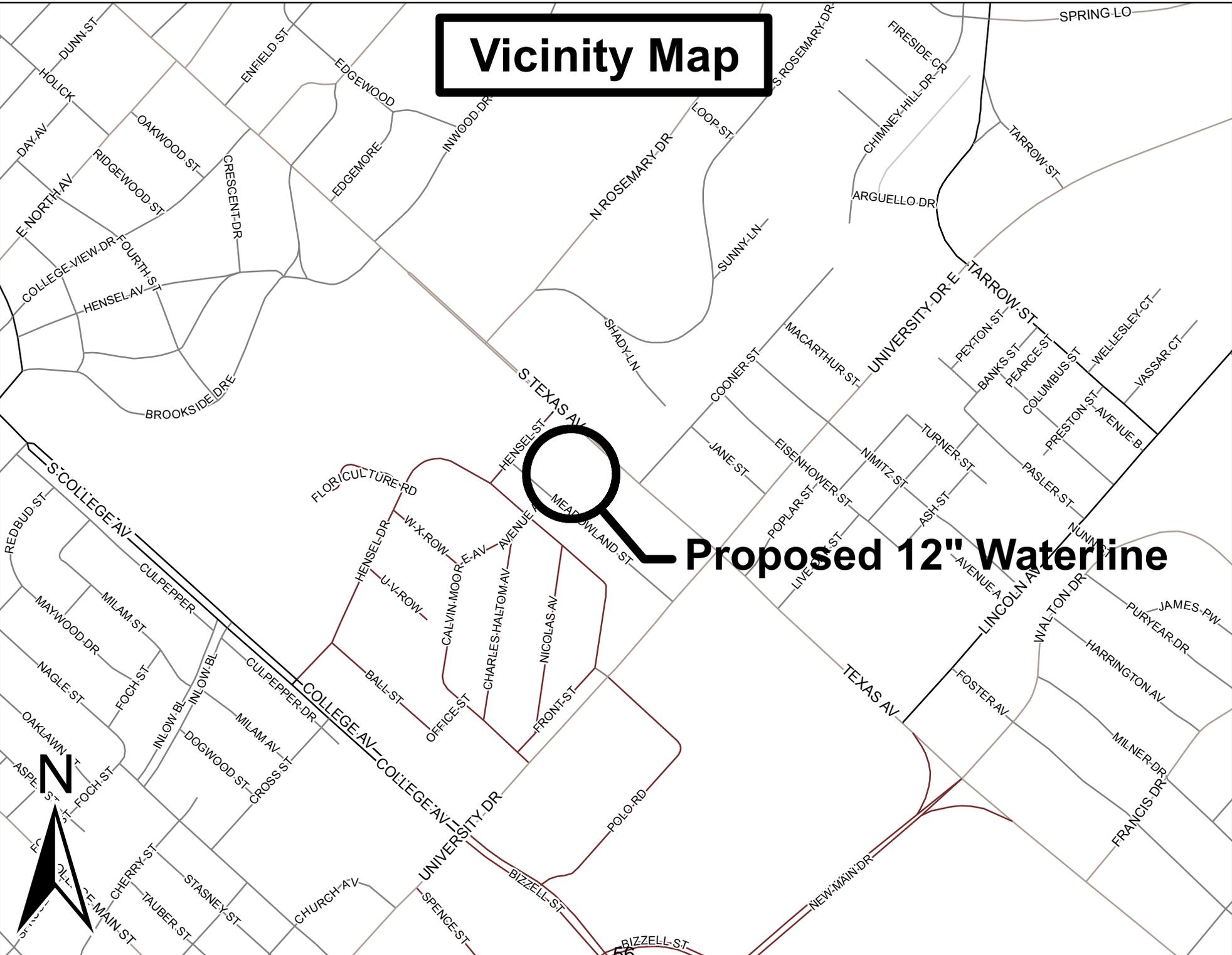
Budget & Financial Summary: Budget is included in the Water Capital Improvement Projects Fund for this Oversize Participation request.

Attachments:

1. Vicinity Map
2. City Participation Agreement
3. Exhibit A (Description of Property)
4. Exhibit B (Description of Project)
5. Exhibit C (Engineer's Estimate for the Project and Request Letter)
6. Exhibit D (Affidavit of All Bills Paid Form)
7. Ordinance approving the Agreement

Vicinity Map

Proposed 12" Waterline



CITY PARTICIPATION AGREEMENT

This Agreement is entered into this _____ day of _____, 200__, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and _____, a Texas _____ (hereinafter "DEVELOPER").

WHEREAS, DEVELOPER is developing property within the City of College Station, more particularly described as _____ 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; and

WHEREAS, CITY is required or desirous of assuming some or all responsibility for construction of certain public infrastructure affecting DEVELOPER'S development; 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 identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by DEVELOPER's engineers, and determined that such public improvement qualifies for joint CITY-DEVELOPER participation; and

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

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

**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 _____, a Texas _____ whose principal office is located at _____, _____, Texas 778____.

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 as required, all Letters 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 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 the CITY OF COLLEGE STATION UNIFIED DEVELOPMENT ORDINANCE.

1.7 Property means that one certain tract of land _____ (*describe by ref. to plat, subdivision, etc. as appropriate*) and as further described in **Exhibit A** attached hereto and incorporated herein made a part hereof.

1.8 Project means the construction of _____ improvements as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

**II.
CITY COST PARTICIATION**

2.1 Agree to Participate. CITY agrees to cost participate in the Project in the maximum amount estimated as set forth in **Exhibit C**, which is attached hereto and incorporated herein by reference. CITY'S actual rate of participation will be based upon the final actual cost of the Project as reflected by the breakdown of costs required pursuant to this Agreement but in no event shall exceed the maximum amount estimated in **Exhibit C**.

2.2 Public Bidding. The total estimated cost of the Project is as set forth in **Exhibit C**. If CITY's cost participation exceeds 30% of the total cost of the Project or is located within the extraterritorial jurisdiction of the CITY, then the Project must be competitively bid

pursuant to Chapter 252 Texas Local Government Code, as amended. If CITY participation exceeds 30% of the total cost of the Project, CITY shall be responsible for advertising and obtaining bids or negotiating proposals for the construction of the Project. DEVELOPER shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

If 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.

2.3 Cost of Project. DEVELOPER's engineer's detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit C**.

2.4 Application for Payment. Application for payment by the DEVELOPER to the CITY for payment to the DEVELOPER pursuant to the terms of this Agreement must include the following in a form acceptable to CITY:

- (1) Final Completion of the Project in accordance with the Approved Plans;
- (2) issuance of all Letters of Completion relating to the Project;
- (3) DEVELOPER's compliance with all CITY Codes, Ordinances and standards relating to the Project, the Property and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by deed relating to the Project;
- (5) a current title report as of the date of such land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY;
- (7) Proof that all guarantees of performance and payment as set forth in this Agreement have been met, including all bond requirements when applicable; and
- (8) A breakdown of actual costs of the Project with supporting documentation, including all payment receipts.

2.5 City Participation Payment. DEVELOPER shall submit the written application for CITY participation payment within thirty (30) days after issuance of all Letters of Completion relating to the Project or DEVELOPER shall be ineligible to receive the CITY participation payment specified in this Agreement and CITY's obligation to cost participate shall terminate without any liability. Applications may not be submitted prior to Final Completion. CITY will pay its participation funds in one payment within thirty (30) days after receipt of a complete written application for participation payment from DEVELOPER.

2.6 Reports, books and other records. DEVELOPER shall make its books and other records related to the project available for inspection by CITY. DEVELOPER 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 sole discretion, for the verification of the cost of the Project detailed in **Exhibit B and C** of this Agreement. The submission of these reports and information shall be the responsibility of DEVELOPER and shall be certified by DEVELOPER's Licensed Professional Engineer at DEVELOPER's expense and signed by an authorized official of the entity.

III.
GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

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.

DEVELOPER agrees to and shall indemnify, hold harmless, and defend CITY and its officers, agents, and employees 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 under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of CITY, any other party indemnified hereunder, or the DEVELOPER.

DEVELOPER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of DEVELOPER for improvements constructed or caused to be constructed by DEVELOPER.

DEVELOPER 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.

DEVELOPER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, 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 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 CITY, any other party released hereunder, or DEVELOPER.

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 or terminate this Agreement at CITY's election without any further liability.

4.2 Independent Contractor. DEVELOPER shall be solely responsible for selecting, supervising, and paying the construction contractor(s) or 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 and understand that all employees, volunteers, personnel and materials furnished or used by DEVELOPER in the installation of the specified improvements shall be the responsibility of DEVELOPER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. DEVELOPER shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/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. In the event a statutory lien notice is sent to CITY, DEVELOPER 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 a Letter of Completion of the improvements, DEVELOPER 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 has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit D** 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 Code of Ordinances, Unified Development Code, or other applicable law.

V. GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of Developer. Where CITY participation is 30% or less of the total value of the Project, DEVELOPER shall execute a performance bond to ensure construction of the Project and shall ensure that its contractor performing the Project executes a payment bond to ensure payment to subcontractors, if any. The bonds must be executed by a corporate surety in accordance with CHAPTER 2253, TEXAS GOVERNMENT CODE. The bonds shall be in the total amount of the contract price as approved by CITY.

5.2 Bonding Requirements of City. Where CITY participation is greater than 30% of the total value of the Project or when the Project is located within the extraterritorial jurisdiction of the CITY, the CITY shall ensure that the prime contractor of the Project execute to the CITY a performance bond and/or a payment bond as may be required pursuant to chapter 2253 Texas Government Code.

**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 represents that he or she is authorized to sign on behalf of DEVELOPER 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:

City of College Station
City Engineer
P.O. Box 9960

College Station, TX 77842

With copies to:
City Attorney and City Manager
1101 Texas Avenue
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 received 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 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.

Executed this _____ day of _____, 200__.

List of Exhibits:

- A A description of the Property
- B A description of the Project
- C Engineer's estimate of the costs of the Project
- D Affidavit of All Bills Paid form

[INSERT COMPANY NAME]

CITY OF COLLEGE STATION

BY: _____
Printed Name: _____
Title: _____

BY: _____
Mayor

ATTEST:

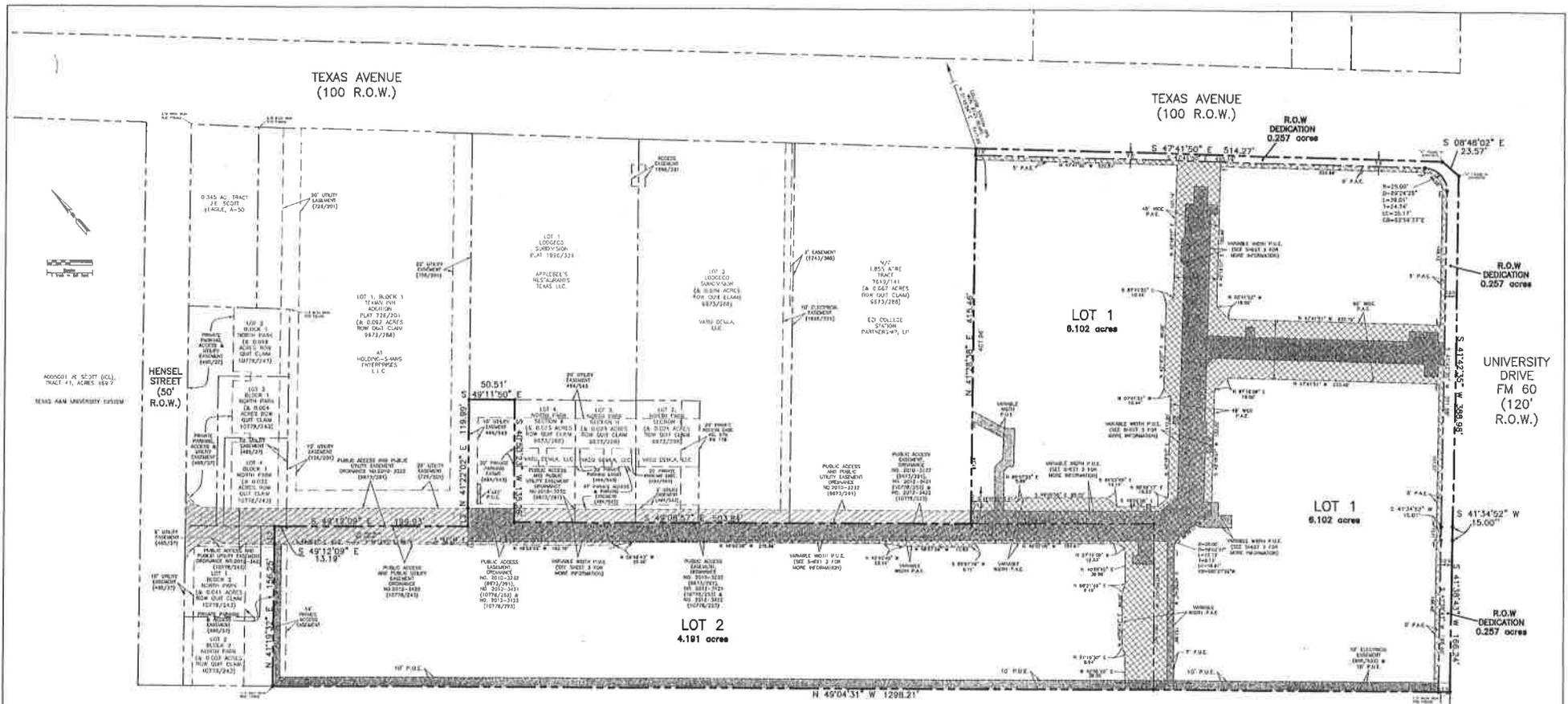
City Secretary

APPROVED:

City Manager

City Attorney

Executive Director Business Services



LEGEND

	E.O. PUBLIC UTILITY EASEMENT BY ORDINANCE		E.O. PUBLIC ACCESS EASEMENT BY ORDINANCE
	NEW PUBLIC UTILITY EASEMENT BY ORDINANCE		NEW PUBLIC ACCESS EASEMENT BY ORDINANCE
	P.U.E. = PUBLIC UTILITY EASEMENT		P.A.E. = PUBLIC ACCESS EASEMENT

REPLAT

LINE	DISTANCE	BEARING
12	18.88'	N 41°25'00" E
13	30.78'	N 89°58'00" E

Sheet 2 of 3

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS, County of Brazos, I, Michael Rosenfeld, owner and developer of the land shown on the plat, and designated herein as Lots 1 & 2, Block 1, North Point Crossing Subdivision in the City of College Station, Texas, and whose name is substituted herein, hereby dedicates to the use of the public for use as streets, parks, easements, and public places herein shown for the purpose and consideration therein expressed. At such dedications shall be in full force unless expressly provided otherwise.

Witness my hand and seal on this 22nd day of February, 2013.

Michael Rosenfeld
 Owner
 WOODRIDGE COLLEGE STATION I, LLC, an Oklahoma limited liability company
 By: Michael Rosenfeld, Authorized Signatory

CERTIFICATE OF CITY ENGINEER

I, ALAN GLADIS, City Engineer of the City of College Station, Texas, hereby certify that the Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Alan Gladis
 City Engineer
 City of College Station 5/5 10

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, Mike Adkins, Chairman of the Planning and Zoning Commission of the City of College Station, Texas, hereby certify that the attached plat was duly approved by the Commission on the day of February, 2013.

Mike Adkins
 Chairman

CERTIFICATE OF SURVEYOR

I, Brad Kerr, Registered Professional Land Surveyor, No. 42822, in the State of Texas, hereby certify that this plat was prepared and was prepared from an original survey of the locality and that proper notices and instruments were filed under my supervision on the original plat.

Brad Kerr
 Registered Professional Land Surveyor

CERTIFICATE OF THE COUNTY CLERK

I, Maia M. Hutto, County Clerk, do hereby certify that this plat conforms with the provisions of the Subdivision Regulations of the City of College Station, Texas, and that the same were duly approved by the Commission on the day of February, 2013.

Maia M. Hutto
 County Clerk

FINAL PLAT OF NORTHPOINT CROSSING SUBDIVISION
 LOTS 1 & 2, BLOCK ONE (10.293 acres)

BEING A REPLAT OF LOTS 3-10 BLOCK 2 NORTH PARK, LOT 5 NORTH PARK SECTION II, LOTS 4-19 MEADOWLAND ADDITION, 4.82 AC. TRACT JE SCOTT LEAGUE A-50, 0.17 AC. TRACT JE SCOTT LEAGUE A-50, LOTS 1, 2 & LOT 3 MEADOWLAND ADDITION, A 0.54 AC. TRACT BEING THE ABANDONED R.O.W. OF MEADOWLAND STREET.

DATE: FEBRUARY 2013
 SCALE: 1" = 50'

OWNER: Woodridge College Station I, LLC 1999 Avenue of the Stars, Ste 2850 Los Angeles, CA 90067 Phone (310) 824-2200 Fax (310) 824-7931	ENGINEER: Mitchell & Vorgan, I.L.P. 511 University Dr., E. Ste. 204 College Station, TX 77840 Phone (979) 260-6963 Fax (979) 260-3564	SURVEYOR: Brad Kerr Kerr Surveying L.L.C. 409 N. Texas Avenue Bayan, Texas 77803 (979) 268-3195
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12" Waterline Replacement

The Plaza at College Station-
Northpoint Crossing Ph.1





June 08, 2012

Alan P. Gibbs, P.E, CFM
City Engineer
City of College Station
Planning & Development Services
P.O. Box 9960
College Station, TX 77842

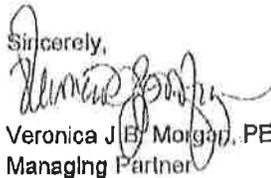
RE: The Plaza at College Station – Request for Oversize Participation - 12" Water Line from Meadowland Drive to Texas Avenue South along the Knights Inn property Line

Dear Alan:

On behalf of our client, Woodridge Capital Partners, LLC, Los Angeles, California, the developer of The Plaza at College Station Redevelopment Project, we would like to request oversize participation from the City of College Station for the 12" Water Line that runs from Meadowland Drive to Texas Avenue South along the Knights Inn property Line. Our waterline analysis for the Plaza Redevelopment project shows that our project does not require this upgrade to meet domestic needs and fire flow for this project.

As time is of the essence for this project, we would like to have this request scheduled for the earliest possible Council agenda so that it does not hold up our construction on the project. Our timeline for construction of this line is approximately July 23, 2012.

If you have any questions or comments, please feel free to call our office at (979) 260-6963.

Sincerely,


Veronica J. Morgan, PE, CFM
Managing Partner

Cc: File

Attachments: Engineer's Estimate

ENGINEER'S ESTIMATE PLAZA REDEVELOPMENT - PUBLIC WATERLINE OVERSIZE PARTICIPATION BREAKDOWN				DEVELOPER COST		CITY COST	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT	TOTAL COST
Public Waterline							
1	1	LS	Prepare R.O.W.	\$ 12,000.00	\$ 12,000.00	0	\$ -
2	0.816	LS	Mobilization	\$ 9,900.00	\$ 8,078.40	0.184	\$ 1,821.60
3	1	LS	Silt Fencing & Associated Storm Water Runoff Prevention	\$ 4,000.00	\$ 4,000.00	0	\$ -
4	1490.1	LF	12" PVC Waterline (AWWA C900 CL 200)	\$ 60.00	\$ 89,407.80	436.45	\$ 26,187.00
5	336.1	LF	8" PVC Waterline (AWWA C900 CL 200)	\$ 40.00	\$ 13,442.80		
6	118.9	LF	6" PVC Waterline (AWWA C900 CL 200)	\$ 30.00	\$ 3,568.20		
7	548.0	LF	4" PVC Waterline (AWWA C900 CL 200)	\$ 15.00	\$ 8,220.00		
8	17	EA	12" M.J. Gate Valve & Box	\$ 2,200.00	\$ 37,400.00	3	\$ 6,600.00
9	2	EA	12"x12" M.J. Tee	\$ 900.00	\$ 1,800.00	1	\$ 900.00
10	9	EA	12"x8" M.J. Tee	\$ 750.00	\$ 6,750.00		
11	5	EA	12"x6" M.J. Tee	\$ 650.00	\$ 3,250.00		
12	13	EA	12"x4" M.J. Tee	\$ 600.00	\$ 7,800.00		
13	1	EA	12"x8" M.J. Reducer	\$ 450.00	\$ 450.00		
14	8	EA	12"x45 Degree M.J. Bend	\$ 450.00	\$ 3,600.00		
15	2	EA	12"x22.5 Degree M.J. Bend	\$ 450.00	\$ 900.00		
16	11	EA	8" M.J. Gate Valve & Box	\$ 1,500.00	\$ 16,500.00		
17	2	EA	8" M.J. Cross	\$ 950.00	\$ 1,900.00		
18	2	EA	8"x8" M.J. Tee	\$ 600.00	\$ 1,200.00		
19	1	EA	8"x6" M.J. Tee	\$ 580.00	\$ 580.00		
20	4	EA	8"x4" M.J. Tee	\$ 560.00	\$ 2,240.00		
21	1	EA	8"x6" M.J. Reducer	\$ 400.00	\$ 400.00		
22	7	EA	8" M.J. Cap	\$ 380.00	\$ 2,660.00		
23	3	EA	6" M.J. Gate Valve & Box	\$ 1,000.00	\$ 3,000.00		
24	2	EA	6"x45 Degree M.J. Bend	\$ 300.00	\$ 600.00		
25	20	EA	Meter Box Assembly (Ball Valve w/Plug Assembly and Meter Box)	\$ 450.00	\$ 9,000.00		
26	1	EA	Connection to existing system	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
27	7	EA	Std. Fire Hydrant Assembly	\$ 3,500.00	\$ 24,500.00		
28	0	SF	Remove & Replace Concrete Pavement (Knights Inn)	\$ 8.50	\$ -	1550	\$ 13,175.00
29	0	LF	Remove & Replace Chain Link Fence (Knights Inn)	\$ 15.00	\$ -	230	\$ 3,450.00
30	1508.7	LF	Structural Backfill	\$ 8.00	\$ 12,069.52	436.45	\$ 3,491.60
31	0.816	LS	Bactera Test	\$ 1,200.00	\$ 979.20	0.184	\$ 220.80
32	0.816	LS	Pressure Test	\$ 3,500.00	\$ 2,856.00	0.184	\$ 844.00
33	1	EA	12"x2" Service Saddle	\$ 600.00	\$ 600.00		
34	1	EA	12"x1.5" Service Saddle	\$ 600.00	\$ 600.00		
35	2	EA	12"x1" Service Saddle	\$ 600.00	\$ 1,200.00		
36	1	EA	1" Air Release Valve	\$ 550.00	\$ 550.00		
37	1508.7	LF	Trench Protection	\$ 5.00	\$ 7,543.45	436.45	\$ 2,182.25
38	1053.6	LF	Remove Existing 8" WL	\$ 4.50	\$ 4,785.98	436.45	\$ 1,964.03
39	0	EA	Remove Existing 12"x8" Tapping Sleeve & Valve	\$ 120.00	\$ -	1	\$ 120.00
40	0	LS	Performance Bond (2.5% of \$69,084)			1	\$ 1,597.66
41	0	LS	Payment Bond (2.5% of \$69,084)			1	\$ 1,597.66
Public Waterline Total:				\$	\$ 296,931.35		\$ 67,101.69
						City Participation	18.4%
Public Waterline Total (Developer Cost+City Cost):						\$	\$ 364,032.93



THE STATE OF TEXAS)
COUNTY OF BRAZOS)

AFFIDAVIT OF BILLS PAID

Before me, the undersigned authority, personally appeared _____ (“Affiant”), _____ of _____ (“Contractor”), who being first duly sworn, deposed and state the following:

“My name is _____. I am over 18 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts stated in it, which facts are true and correct.

Pursuant to that certain _____ contract, dated as of _____, 200__ (the “Contract”) by and between the City of College Station, Texas, and _____, Contractor furnished labor and materials to construct _____ on the real property known as _____ (more particularly described in the Contract) the “Project”.

To the extend that Contractor constructed or contracted for the construction of such _____, Contractor has paid each of its sub-contractors, laborers and materialmen in full (except for statutory retainage) for all labor and/or materials provided to Contractor on the Project.

To the best of Affiant’s knowledge, Contractor has not received notice of any claims pending against the Project in connection with the _____ described in the Contract.

Further, Affiant saith not.

Executed this _____ day of _____, 200__.

AFFIANT:

Printed Name:_____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 200__.

Notary Public, State of Texas

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 WOODRIDGE COLLEGE STATION I, LLC FOR THE DEVELOPMENT OF NORTHPOINT CROSSING (THE PLAZA AT COLLEGE STATION) WATERLINE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, Woodridge College Station I, LLC is a developer developing Northpoint Crossing (The Plaza at College Station); 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: Northpoint Crossing (The Plaza at College Station) Waterline Project (“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 Woodridge College Station I, LLC for the construction of Northpoint Crossing (The Plaza at College Station) Waterline 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 contract with Woodridge College Station I, LLC obligating the CITY to pay a maximum of \$67,101.59 out of a total estimated amount of \$364,032.94 for the labor, materials and equipment required for the improvements related to Northpoint Crossing (The Plaza at College Station) Waterline Project.
- PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvement Project Fund, in the amount of \$67,101.59.
- PART 4: That this ordinance shall take effect immediately from and after its passage.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

ATTEST:

APPROVED:

SHERRY MASHBURN, City Secretary

NANCY BERRY, Mayor

APPROVED:

Carla A. Robinson
CARLA A. ROBINSON, City Attorney

CITY PARTICIPATION AGREEMENT

This Agreement is entered into this _____ day of _____, 20__, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and Woodridge College Station I, LLC, a Delaware limited liability company (hereinafter "DEVELOPER").

WHEREAS, DEVELOPER is developing property within the City of College Station, more particularly described as Northpoint Crossing Subdivision (Plaza Redevelopment) 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; and

WHEREAS, CITY is required or desirous of assuming some or all responsibility for construction of certain public infrastructure affecting DEVELOPER'S development; 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 identified public infrastructure; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis, including that provided by DEVELOPER's engineers, and determined that such public improvement qualifies for joint CITY-DEVELOPER participation; and

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

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

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 Woodridge College Station I, LLC, a Delaware limited liability company whose principal office is located at 1999 Avenue of the Stars, Suite 2850, Los Angeles, California 90067.

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 as required, all Letters 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 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 the CITY OF COLLEGE STATION UNIFIED DEVELOPMENT ORDINANCE.

1.7 Property means that one certain tract of land Northpoint Crossing Subdivision (Lots 1&2 Block One (10.293 acres)) and as further described in **Exhibit A** attached hereto and incorporated herein made a part hereof.

1.8 Project means the construction of Utilities for the Plaza at College Station improvements as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

II. CITY COST PARTICIATION

2.1 Agree to Participate. CITY agrees to cost participate in the Project in the maximum amount estimated as set forth in **Exhibit C**, which is attached hereto and incorporated herein by reference. CITY'S actual rate of participation will be based upon the final actual cost of the Project as reflected by the breakdown of costs required pursuant to this Agreement but in no event shall exceed the maximum amount estimated in **Exhibit C**.

2.2 Public Bidding. The total estimated cost of the Project is as set forth in **Exhibit C**. If CITY's cost participation exceeds 30% of the total cost of the Project or is located within the extraterritorial jurisdiction of the CITY, then the Project must be competitively bid

pursuant to Chapter 252 Texas Local Government Code, as amended. If CITY participation exceeds 30% of the total cost of the Project, CITY shall be responsible for advertising and obtaining bids or negotiating proposals for the construction of the Project. DEVELOPER shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

If 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.

2.3 Cost of Project. DEVELOPER's engineer's detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit C**.

2.4 Application for Payment. Application for payment by the DEVELOPER to the CITY for payment to the DEVELOPER pursuant to the terms of this Agreement must include the following in a form acceptable to CITY:

- (1) Final Completion of the Project in accordance with the Approved Plans;
- (2) issuance of all Letters of Completion relating to the Project;
- (3) DEVELOPER's compliance with all CITY Codes, Ordinances and standards relating to the Project, the Property and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by deed relating to the Project;
- (5) a current title report as of the date of such land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY;
- (7) Proof that all guarantees of performance and payment as set forth in this Agreement have been met, including all bond requirements when applicable; and
- (8) A breakdown of actual costs of the Project with supporting documentation, including all payment receipts.

2.5 City Participation Payment. DEVELOPER shall submit the written application for CITY participation payment within thirty (30) days after issuance of all Letters of Completion relating to the Project or DEVELOPER shall be ineligible to receive the CITY participation payment specified in this Agreement and CITY's obligation to cost participate shall terminate without any liability. Applications may not be submitted prior to Final Completion. CITY will pay its participation funds in one payment within thirty (30) days after receipt of a complete written application for participation payment from DEVELOPER.

2.6 Reports, books and other records. DEVELOPER shall make its books and other records related to the project available for inspection by CITY. DEVELOPER 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 sole discretion, for the verification of the cost of the Project detailed in **Exhibit B and C** of this Agreement. The submission of these reports and information shall be the responsibility of DEVELOPER and shall be certified by DEVELOPER's Licensed Professional Engineer at DEVELOPER's expense and signed by an authorized official of the entity.

III.

GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

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.

DEVELOPER agrees to and shall indemnify, hold harmless, and defend CITY and its officers, agents, and employees 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 under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of CITY, any other party indemnified hereunder, or the DEVELOPER.

DEVELOPER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of DEVELOPER for improvements constructed or caused to be constructed by DEVELOPER.

DEVELOPER 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.

DEVELOPER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, 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 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 CITY, any other party released hereunder, or DEVELOPER.

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 or terminate this Agreement at CITY's election without any further liability.

4.2 Independent Contractor. DEVELOPER shall be solely responsible for selecting, supervising, and paying the construction contractor(s) or 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 and understand that all employees, volunteers, personnel and materials furnished or used by DEVELOPER in the installation of the specified improvements shall be the responsibility of DEVELOPER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. DEVELOPER shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/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. In the event a statutory lien notice is sent to CITY, DEVELOPER 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 a Letter of Completion of the improvements, DEVELOPER 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 has been notified. Such affidavit shall be in a form as substantially set forth in **Exhibit D** 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 Code of Ordinances, Unified Development Code, or other applicable law.

V.

GUARANTEE OF PERFORMANCE AND PAYMENT

5.1 Bonding Requirements of Developer. Where CITY participation is 30% or less of the total value of the Project, DEVELOPER shall execute a performance bond to ensure construction of the Project and shall ensure that its contractor performing the Project executes a payment bond to ensure payment to subcontractors, if any. The bonds must be executed by a corporate surety in accordance with CHAPTER 2253, TEXAS GOVERNMENT CODE. The bonds shall be in the total amount of the contract price as approved by CITY.

5.2 Bonding Requirements of City. Where CITY participation is greater than 30% of the total value of the Project or when the Project is located within the extraterritorial jurisdiction of the CITY, the CITY shall ensure that the prime contractor of the Project execute to the CITY a performance bond and/or a payment bond as may be required pursuant to chapter 2253 Texas Government Code.

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 represents that he or she is authorized to sign on behalf of DEVELOPER 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:

Woodridge College Station I, LLC
a Delaware limited liability company
1999 Avenue of the Stars, Suite 2850

City of College Station
City Engineer
P.O. Box 9960

Los Angeles, CA 90067

College Station, TX 77842

With copies to:
City Attorney and City Manager
1101 Texas Avenue
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 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.

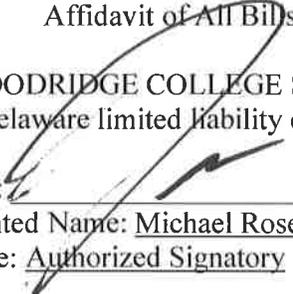
Executed this _____ day of _____, 200__.

List of Exhibits:

- A A description of the Property
- B A description of the Project
- C Engineer's estimate of the costs of the Project
- D Affidavit of All Bills Paid form

WOODRIDGE COLLEGE STATION I, LLC
a Delaware limited liability company

CITY OF COLLEGE STATION

BY: 
Printed Name: Michael Rosenfeld
Title: Authorized Signatory

BY: _____
Mayor

ATTEST:

City Secretary

APPROVED:

City Manager

City Attorney

Executive Director Business Services

March 28, 2012
Consent Agenda Item No. 2i
Chapter 2 – Animal Control Ordinance Update

To: Frank Simpson, Interim City Manager

From: Jeffrey Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding proposed changes to Chapter 2 – Animal Control of the City of College Station Ordinances.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Staff recommends adoption of the proposed changes.

Summary: Approximately three years ago this ordinance was updated after a lengthy review by a subcommittee of the Inter-governmental Committee that was formed to review the Animal Control Ordinance. Since this update, a number of operational issues and citizen requests for consideration have arisen that require further modification of our current ordinance. The proposed changes to the ordinance address these issues.

- Exclusion of falcons and hawks from the definition of Fowl or Poultry. The intent is to allow possession of raptors in the City if appropriately permitted through the State.
- Added definition of Hybrid to address hybrid wolf issues.
- Added agent to account for those caring for animals on a temporary basis.
- Better defined secure enclosure for dangerous dogs.
- Eliminated wild animals section and instead created a prohibited animals section.
- Better defined offense of leaving an animal in a hot vehicle.
- Expanded tethering of animals based on State law.
- Prohibited use of steel jaw or leg-hold traps except for mouse and rat control.
- Removed the inspection component from permitting of more than 4. Inspection has not been a needed enforcement component.
- Better defined Dangerous Dog section. This was fashioned from Ft. Worth ordinance.

Budget & Financial Summary: n/a

Attachments:

- Modified version of Chapter 2 – Animal Control Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, "ANIMAL CONTROL", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY DELETING SAID CHAPTER AND SUBSTITUTING A NEW ONE RELATING TO RULES AND REGULATIONS OF ANIMALS IN THE CITY; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 2, "Animal Control", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

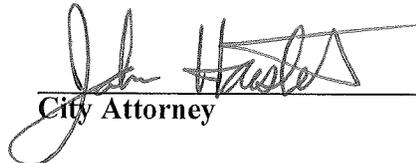
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 2, of the Code of Ordinances, City of College Station, Texas, is hereby amended, by deleting said chapter in its entirety and substituting therefore a new one as set out hereafter, to read as follows:

"CHAPTER 2: ANIMAL CONTROL

SECTION 1: GENERAL

A. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

- (1) Animal shall mean any member of the group of living beings, included but not limited to birds, fish, mammals and reptiles but specifically excluding human beings. Animals shall include both domesticated and wild, male and female, warm and cold blooded.
- (2) Animal Control Authority shall mean the person, persons or entity designated by the City to enforce this chapter.
- (3) Animal Shelter shall mean a facility designated or recognized by the City for the purpose of impounding and caring for animals.
- (4) At Large shall mean to be free of physical restraint beyond the boundaries of the premises of the owner.
- (5) Collar shall mean a collar or harness constructed of nylon, leather, or similar material specifically designed to be used for a dog, cat or pot-bellied pig.
- (6) Domestic Livestock shall mean domestic animals generally used or raised on a farm for profit, work, or pleasure, including, but not limited to; horses, mules, asses, cattle, swine, sheep and goats. The term excludes pot-bellied pigs and poultry.
- (7) Exotic Animal shall mean any non-domesticated animal and any hybrid thereof, other than exotic livestock, which is native to a foreign country or of foreign

- origin or character, is not native to the United States, or was introduced from abroad.
- (8) Exotic Livestock shall have the meaning as set forth in Section 142.001, Texas Agriculture Code which typically will include grass-eating or plant-eating single hoofed or cloven-hoofed ungulates; including animals from the horse, swine, cattle, deer, and antelope families, and any hybrid thereof, non-domesticated and that are non-indigenous, i.e., native to a foreign country or of foreign origin or character, is not native to the United States, or was introduced from abroad.
 - (9) Fowl or Poultry shall mean chickens, turkeys, geese, ducks, pigeons, quail, pheasant, and peacocks or similarly feathered domesticated members of the aves class but excluding exotic birds, falcons and hawks.
 - (10) Guard Dog shall mean a dog maintained within secured designated premises for the purposes of protecting life or property.
 - (11) Hybrid shall mean a cross of two different animal species.
 - (12) Licensing Authority shall mean the City or any designated entity charged with administering the issuance and revocation of permits and licenses within the City.
 - (13) Owner shall mean any person who has a right of property or temporary or permanent custody of an animal, or who controls, cares for or permits an animal to remain on or about any premise for more than seventy-two (72) hours or who otherwise chooses to become responsible for an animal except that those caring for feral cats that are part of a properly permitted managed feral cat colony shall not be considered owners for purposes of this chapter.
 - (14) Person shall mean any individual, agent, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.
 - (15) Pot-Bellied Pig shall mean any of the domesticated forms of the species Suidae Sus scrofa (miniature pigs under 100 pounds) originating in Southeastern Asia, and having a straight tail, potbelly, swayback, and black, white, or black and white coat.
 - (16) Secured Enclosure shall mean a fence or structure of at least six (6) feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a dangerous animal in conjunction with other measures which may be taken by the owner. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal(s) from escaping from the enclosure. The enclosure shall be posted with signs on all sides in four-inch letters warning of the presence of a dangerous animal and shall include a symbol of a dangerous animal understandable by young children.

B. Interference.

It is unlawful to remove an animal from or inflict damage upon a humane live trap set by the animal control authority.

C. Prohibited Animals.

- (1) Any animal not normally born and raised in captivity, including but not limited to the following:
 - (a) *Class Reptilia*: Family Helodermatidae (venomous lizards) and Family Hydrophiidae (venomous marine snakes); Family Viperidae (rattlesnakes, pit vipers and true vipers); Family Elapidae (coral snakes, cobras, and mambas); Family Columbridae-Dispholidus Typus (boomslang); Bioga Dendrophilia (mangrove snake) and Kirklandii (twig snake only); Order Crocodilia (such as crocodiles and alligators);
 - (b) *Class Mammalia*: Order Carnivores,
 - (1) Family Felidea (such as lions, tigers, bobcats, jaguars, leopards and cougars), except commonly domesticated cats;
 - (2) Family Canidae (such as wolves, dingos, coyotes, foxes and jackals), and any hybrid of an animal listed in his section except commonly domesticated dogs;
 - (3) Family Mustelida (such as weasels, skunks, martins, minks, badgers and otters) except ferrets;
 - (4) Family Procyonidae (such as raccoons and coati);
 - (5) Family Ursidae (such as bears);
 - (6) Marsupialia (such as kangaroos, opossums, koala bears, wallabys, bandicoots, and wombats);
 - (7) Chiroptera (bats);
 - (8) Edentata (such as sloths, anteaters, and armadillo);
 - (9) Probosidea (elephants);
 - (10) Primata (such as monkeys, chimpanzees, orangutans, baboons, and gorillas);
 - (11) Rodentia (such as beavers and porcupines);
 - (c) *Class Amphibi*: Poisonous frogs. Does not include non poisonous reptiles or non poisonous snakes.
- (2) Does not include livestock, fowl or normal household pets, such as but not limited to dogs, cats, cockatiels, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish or small, nonpoisonous reptiles, or nonpoisonous snakes.

D. Problem Animals.

It is unlawful to be an owner or manager of an animal which engages in behavior constituting problem animal behavior. Each of the following is a problem behavior of animals:

- (1) Waste Removal. An animal which soils, defiles or defecates on private property other than the owner's or on public areas, unless such waste is immediately removed and disposed of;

- (2) Excessive Noise. An animal which creates a disturbance by excessive barking, howling, crowing, screeching or other noise which would offend a person of ordinary sensibilities under the same or similar circumstances;
- (3) Chasing, Biting, and Scratching. An animal which chases, bites, scratches, molests, attacks or interferes with persons or other domestic animals on public property or on the private property of others;
- (4) Contagion for Disease. An animal that carries or poses an unreasonable threat of carrying or transmitting a disease to other animals or to people.
- (5) Staked Animal. An animal which is staked or tied upon any open or unfenced lot or land within the City so that the animal so tied or staked could get on, across or within eight (8) feet of any public street, park or other public land, including within eight (8) feet of any public sidewalk, right of way, or public building;
- (6) Horses/Mules on Right-of-Way. Riding a horse or mule or any other animal on a public sidewalk or within the public street right-of-way except on the paved shoulder or curb lane of the street right-of-way, unless a permit is required from the City pursuant to other applicable law; or
- (7) Estrus. Allowing any female animal while in heat to attract other animals and not being confined in a building or enclosure in such a manner that she shall not be in contact with another of its species. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area with the consent of the animal owner(s) and on the premise of the owner in accordance with the requirements as may be set forth in this Chapter
- (8) No Odor or Fly Attraction. No person may harbor, own, maintain or permit an animal on a property so as to offend a person of ordinary sensibilities living nearby or on near or adjacent property because of an offensive odor or unreasonable attraction of flies and other insects.

E. Impoundment.

- (1) Animal Shelter. The City maintains or ensures the availability of an animal shelter to impound animals which shelter shall be open to the public during normal business hours.
- (2) Animals Subject to Impoundment. Any animal found at large, found to be in violation of this Chapter or which poses an immediate danger to the general public may be impounded by the animal control authority and taken to the animal shelter.
- (3) Notification. Upon impounding an animal, the animal control authority shall make a reasonable effort to notify the registered owner and inform that person of the conditions whereby custody of the animal may be regained.
- (4) Unclaimed Animals. Animals not claimed by the registered owners within a period of three (3) days in which the animal shelter is open to the public during normal business hours shall be subject to disposal by adoption, transfer or humane

euthanasia. Notwithstanding the foregoing, the City may deviate from this timeframe consistent with this ordinance when dealing with a sick, injured, diseased, dangerous, and/or feral animal and when acting pursuant to the mutual agreement of the City and Owner of an impounded animal, in a manner consistent with this ordinance.

- (5) Sick Animals Impounded. If at any time during impoundment, the animal control authority determines an animal is in a state of disease, malnutrition, pain, suffering, or the like, the animal control authority may choose to euthanize such animal or have such animal assessed by a licensed veterinarian. When having the animal assessed by a licensed veterinarian, the animal control authority may make a determination as to the disposition of the animal after consideration of the cost of medical treatment, whether the owner of the animal can be located, whether the owner is willing or able to pay for such treatment, and whether euthanasia is recommended to prevent further suffering.
- (6) Impounded Registered Animals. If an animal which has been delivered to the City is currently registered and has an identification tag, a microchip or other identification the City shall notify the owner or person responsible for the animal by posting written notice at the address of the registered location of the animal, by telephone, by email, by regular mail or by whatever reasonable method determined appropriate by the Animal Control Authority that such animal has been impounded. Notice shall be deemed sufficient if it is given pursuant to the information provided to the City for such registration or as indicated on the identifying tag, microchip or other identifying marker.
- (7) Responsibility. Nothing in this section or in this Chapter generally shall relieve the registered owner or registered person responsible for such animal of liability for violations and any accrued charges or citations.

F. Redemption.

- (1) Any animal impounded may be redeemed by the registered owner thereof within three (3) days in which the shelter is open to the public during normal business hours upon payment of all applicable fees and signing of any citations which are to be issued. Payment of outstanding fees is not considered to be in lieu of a fine, penalty, or license fee.
- (2) Any animal confined for rabies quarantine, evidence, or other purposes, once such purposes no longer exist, may be redeemed by the owner thereof upon payment of any fees and signing of any citations, as applicable.
- (3) No animal may be redeemed until such animal is properly licensed and vaccinated when required.

G. Liability of Animal Owner or Owner's Agent.

Disposal or redemption of an animal by any method specified herein does not relieve the animal owner or owner's agent of liability for violations and/or accrued charges.

H. Transporting Animals in Open Bed Trucks or Trailers.

It shall be unlawful for a person to transport in an open bed pickup or an open flatbed truck or to tow in an open flatbed trailer on a public street or highway while a dog or other animal occupies the bed of the truck or trailer unless the animal is secured in a kennel or other secure vented enclosure, restrained by a harness manufactured for the purpose of restraining animals, or restrained using a chain, rope, or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.

I. Animal in Hot Vehicle or Trailer.

- (1) It shall be unlawful for a person to confine an animal in a parked or standing vehicle or enclosed trailer in such a way as to endanger the animal's health, safety, or welfare. It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined in a parked or standing vehicle or enclosed trailer for a period of five (5) or more minutes when the ambient outside air temperature measures at or above eighty-five (85) degrees Fahrenheit or below thirty-five (35) degrees Fahrenheit.
- (2) The Animal Control Officer, City police officer or City firefighter may take reasonable measures under the circumstances to remove an animal from a vehicle or trailer if said City official reasonably believes that an emergency exists to preserve the animal's health, safety or welfare.

J. Tethering of Animals.

In addition to any state laws regarding restraining an animal by a chain, rope, tether, leash, cable, or other device to a stationary object or trolley system including those set forth in Chapter 821 of the Texas Health and Safety Code, the following requirements apply:

- (1) Only one animal may be restrained to each cable run;
- (2) There must be a swivel on at least one end of the restraint device to minimize tangling; and
- (3) When a restraint system is used to keep an animal from running at large, the tether system must be of appropriate configuration to confine the animal to the subject property.
- (4) Except as otherwise provided in this paragraph, it shall be unlawful for a person to confine an animal for a substantial portion of the day in an outdoor enclosure that provides less than forty-eight (48) square feet of space for each animal that it contains that is at least six (6) months old. It is presumed that an animal is being

confined for a substantial portion of the day if a police officer, animal control officer, code enforcement officer, or the person charged with enforcing this ordinance witnesses the animal in said enclosure at least twice on the same day at two (2) separate times that are at least five (5) hours apart.

K. Sale of Animals.

Except as may be allowed pursuant to other applicable law, the outdoor sale of animals is prohibited.

L. Trapping of Animals.

It shall be unlawful for a person to use steel jaw or leg-hold traps except in the case of mouse and rat control.

SECTION 2: DOGS AND CATS

A. Rabies Vaccination And License Required.

(1) Licensing. Except for those dogs and cats excepted from being licensed as set forth in this section, no person shall be an owner, keeper, or harbinger of any dog or cat, over four (4) months of age within the city unless such animal is vaccinated and licensed as set forth herein.

(2) Requirements. The following requirements apply to licensing dogs and cats:

- (a) The animal is over four (4) months of age;
- (b) The animal is vaccinated against rabies by a licensed veterinarian in accordance with Chapter 826 Texas Health & Safety Code;
- (c) The following information is provided:
 - i. Name and address of pet owner;
 - ii. Description of the pet;
 - iii. Date of vaccination;
 - iv. License number;
 - v. Permanent identification, if applicable (i.e. micro chip, tattoo); and
 - vi. Other appropriate information;
- (d) Application for a license must be made to the Licensing Authority within thirty (30) days after obtaining a dog or cat over four (4) months of age;
- (e) Except as otherwise provided, the licensing period will be for one (1) year. Each applicant shall pay the appropriate fee annually and shall

supply all information reasonably requested on forms supplied by the City;

- (f) Licenses issued shall be of durable material and must be attached to the collar of the animal and must be worn at all times. A microchip may act as a secondary form of identification for duly licensed animals;
- (g) Licenses are not transferable to other animals; and
- (h) A license shall be issued after payment of the required fee. Persons who fail to obtain a license as required within the time period specified in this section may be subjected to a delinquent fee. License fees shall be waived for registered service dogs or government-owned dogs used by law enforcement.

(3) Exceptions. The following are excepted from the licensing provisions of this section:

- (a) licensed research facilities or animal shelters;
- (b) An animal within the city for no longer than sixty (60) days. New residents must apply for a license within thirty (30) days of establishing residency within the city;
- (c) A feral cat living in a managed feral cat colony as may be allowed pursuant to the provisions of this Chapter and where registration of the Managed Colony is substituted; or
- (d) An animal being housed in this jurisdiction temporarily following a natural or man-made disaster occurring in the animal's permanent home. This exemption is in effect for up to six (6) months, at which time the animal becomes a permanent resident of the City and becomes subject to the licensing provisions of this Chapter.

(4) Licensing by Veterinarians. When so designated and when practicable, licensed veterinarians may be authorized to license a dog or cat in accordance with the terms and conditions of this Chapter. In such instances, the veterinarians so authorized shall be responsible for determining eligibility for licensing, collection of the required information and fee, and dispensing of the license itself. In such instances, the veterinarian shall maintain records relating to such licensing and shall remit same along with the collected fees to the Licensing Authority on a regular basis.

B. Number of Dogs and Cats.

(1) More than 4 Dogs and Cats Prohibited. It is unlawful to harbor more than 4 dogs and cats over the age of six months in a dwelling unit unless permitted as set forth in this section and provided such use is in accordance with the City's applicable land use regulations. In this section, Dwelling Unit has the meaning given it in the City's Unified Development Ordinance.

(2) Permit. In addition to meeting all other requirements of this chapter, a person who wants to harbor more dogs and cats than allowed above must make application and be granted a Multiple Pet Permit annually as set forth herein.

- a. Application. The application for a Multiple Pet Permit must be made on a form prescribed by the City and shall include the following information:
 - i. The name, telephone number, and physical address of the applicant;
 - ii. The total number of animals sought to be included under the permit and the species, breed, gender, and age of each animal;
 - iii. The current, valid city license number for each animal listed in the application;
 - iv. A statement affirming that the applicant is familiar with the provisions of this chapter and a promise to maintain all animals in accordance with applicable legal requirements;
 - and
 - v. Any other information the City reasonably determines is necessary to issue a permit.
- b. Fee. The City may require payment of a fee when submitting an application hereunder.
- c. Consideration of Permit. A permit shall be granted upon meeting the following criteria:
 - i. Submittal of a complete, accurate application, including payment of a fee, if any, and submittal of all required documentation;
 - ii. Applicant has not been convicted of one or more violations of this chapter or of any law relating to the care and humane treatment of animals nor has failed to appear in court in response to such a charge within the past 12 months from date of application;
 - iii. Applicant has not had a permit under this section previously revoked within the past 12 months from date of application; and
 - iv. The address to which the permit relates is not the same as one for which a permit has been revoked within the past 12 months.
- d. Revocation of Permit. A permit may be revoked in the event one or more of the following occur:
 - i. The application is incomplete, false or inaccurate;
 - ii. The permit holder is convicted, receives deferred adjudication, or pleads guilty or no contest with respect to one or more sections of this chapter or any law relating the care and humane treatment of animals or fails to appear in court to respond to such a charge; or
 - iii. The Animal Control Authority determines that specific circumstances exist indicating that it is in the best interests of the health and safety of the public to revoke the permit.
- e. Revocation Process. The process for revoking a permit granted under this section is as follows:
 - i. The Animal Control Authority shall send written notice by certified mail to the current mailing address provided by the permit holder in its application identifying the reason for revocation; and

- ii. The permit holder shall have thirty (30) days to appeal such determination in writing to the municipal court judge. A hearing shall be held before the judge. If the judge determines that the permit holder meets the criteria for revocation such judge shall order the revocation of the permit. The decision by the municipal court judge shall be in writing and shall be final.

C. Dogs and Cats at Large.

- (1) Except as set forth herein, it shall be unlawful for any person to allow any dog or cat to be "at large" within the City.
- (2) Colonies of feral cats may be allowed if in accordance with a registered Trap, Neuter and Release Program approved by the City.

D. Rabies Control Authority.

The City Council of the City shall designate an officer or contract with a public or private entity to carry out the activities required or authorized under Chapter 826 Texas Health and Safety Code and regulations relating thereto in acting as the City's local rabies control authority. This includes following the proper procedures for quarantine, testing and vaccination protocols as may be required or authorized.

E. Reports of Rabies.

It is unlawful for a person to fail to notify the local rabies control authority when the person reasonably suspects an animal is rabid or capable of transmitting rabies as set forth in §826.041 Texas Health and Safety Code.

F. Guard Dogs.

The following requirements apply for guard dogs located in the City:

- (1) Posting sign. It shall be unlawful for any person to leave a guard dog unattended in any place in or out of a building unless a clearly visible warning sign is placed advising others of same before entering the place to which the dog has access.
- (2) Unattended guard dog. No guard dog shall be left unattended in any place except inside a building or other structure that will not allow the dog to exit such building on its own volition.
- (3) Required Fencing. No guard dog shall be let out of doors unless it is in a fenced yard with a fence adequate to prevent the dog from leaving the premises.

G. Unlawful Release of Dog or Cat.

It shall be unlawful to release a dog or cat that is lawfully tethered, leashed or stabled within a lot, pen or similar type of enclosure or confinement without the consent of the owner of such animal.

SECTION 3: DANGEROUS DOGS

- A. Dangerous Dogs. The determination and processing of dangerous dogs in the City shall commence with an investigation conducted by the animal control authority in accordance with Chapter 822 Texas Health and Safety Code.
- B. Alternative Process. Alternatively, the City herein elects to make available an alternative determination and processing of a dangerous dog pursuant to Section 822.0422 Texas Health and Safety Code commencing with making a report of an incident meeting the definition of dangerous dog to a city municipal court and following the procedure set forth therein.
- C. Violation Declared.
- (1) It is a violation of this ordinance if an owner or other person harbors, keeps, or maintains a dangerous dog in the city unless the owner complies with the requirements of this ordinance and state statutes regulating dangerous dogs.
 - (2) It is a violation of this ordinance if an owner or other person harbors, keeps, maintains in the city, or brings to the city, a dog that has been declared dangerous outside of the city under one (1) or more of the following:
 - (a) Chapter 822 of the Texas Health and Safety Code;
 - (b) a local law or ordinance adopted in accordance with Chapter 822; or
 - (c) a statute or ordinance that is substantially similar to Chapter 822 and that was adopted by a political subdivision outside of the State of Texas.
- D. Dangerous Dog Incident. A dangerous dog incident means an incident in which the dog:
- (1) Makes an unprovoked attack on a person or other animal that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
 - (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a

person to reasonably believe that the dog will attack and cause bodily injury to that person.

- E. Dangerous Dog Investigation. The animal control authority or his or her designee may investigate all reports of dangerous dog incidents. The animal control authority may accept sworn statements from all victims and witnesses to the attack.
- F. Reporting of Incident. Dangerous dog incidents may be reported in the following ways:
- (1) A person may report an incident described in Section 3(D) (Dangerous Dog Incident) of the Code to the animal control authority.
 - (2) The animal control authority shall provide a sworn report describing the dangerous dog incident to the city attorney's office.
 - (3) The city attorney's office shall evaluate the case and determine whether to initiate a dangerous dog proceeding with the municipal court (court). If such a proceeding is initiated, the court shall order the animal control authority or his designee to seize the dog and the court shall issue a warrant authorizing the seizure. The animal control authority shall seize the dog and shall provide for the impoundment of the dog in secure and humane conditions until the court determines one (1) of the following:
 - (a) That the dog is not a dangerous dog pursuant to Section 3(G) (Hearing for Dangerous Dog Determination);
 - (b) That the dog is a dangerous dog and the court or animal control authority finds the owner has complied with the ownership of a dangerous dog pursuant to Section 3(J) (Requirements for Owner of a Dangerous Dog); or
 - (c) That the dog should be humanely destroyed or is deceased.
 - (4) The animal control authority shall furnish written notice to the owner of the dog identified in the report to inform the owner that a dangerous dog report has been filed with the court. Notice shall be by hand delivery to the owner of the dog. If the owner cannot be located, notice shall be delivered to any adult at the dog owner's last known physical address or to any adult at the residence where the dog is believed to be kept, if at a location different than the owner's physical address. The notice shall also include a statement that the owner will be notified by the court of the date and time for a hearing pursuant to Section 3(G) if this time has not yet been set by the court.
 - (5) If the court determines the dog to be a dangerous dog, the owner shall pay all costs and or fees assessed by the municipality related to the seizure and impoundment of the dog, including, but not limited to,

boarding fees, microchip procedure, city license and rabies vaccination, and the cost of euthanasia of the dog if ordered by the court.

G. Hearing for Dangerous Dog Determination.

- (1) The court, on receiving a report of an incident under Section 3(F) (Reporting of Incident) shall set a time for a hearing to determine whether the dog is a dangerous dog. The hearing must be held not later than the tenth (10TH) day after the date on which the dog is seized or delivered.
- (2) The court shall give written notice of the time and place of the hearing to:
 - (a) The owner of the dog or the person from whom the dog was seized;
 - (b) The person who made the complaint; and
 - (c) Any witnesses.
- (3) Any interested party, including the city attorney, is entitled to present evidence at the hearing.
- (4) Appeals from convictions under this statute shall be handled like other appeals from convictions in municipal court.

H. Failure to Surrender Dog. It shall be a separate violation of this code for any person to refuse or fail to surrender a dog subject to this chapter or section, or harbor, hide or secret, transport or secure the transport of a dog subject to this section, for the purpose of preventing its impoundment.

I. Judicial Determination that Dog is a Dangerous Dog.

- (1) The court, after determining that the dog is a dangerous dog, shall order the animal control authority to continue to impound the dangerous dog in secure and humane conditions until such time as:
 - (a) The court orders disposition of the dog and the dog is returned to the owner,
 - (b) The court orders disposition of the dog and the dog is thereby humanely destroyed, or
 - (c) The dog is deceased.
- (2) The court shall order the animal control authority to humanely destroy the dog if the court determines after notice and hearing that the owner has not complied with the dangerous dog requirements in Section 3(J) (Requirements for Owner of a Dangerous Dog). The court shall order the authority to return the dog to the owner if the owner has fully complied with Section 3(J) either after a hearing or without a hearing based on the recommendation of the animal control authority that the owner has complied with Section 3(J).

- (3) The owner may appeal the decision of the court by following the appropriate procedures for appeal of a decision of municipal court.
 - (a) During the appeal period, the dog shall remain in the custody, care and control of the animal control authority.
 - (b) If the appeal is ultimately unsuccessful, the owner of the dog shall be responsible for the dog's impoundment fees during the period the case was being appealed.
- (4) Animal control may, at their option, request the owner of a dangerous dog to show proof, on a quarterly basis, of compliance with this division. If animal control determines that the owner of a dangerous dog has failed to comply with any requirement listed in Section 3(J) (Requirements for Owner of a Dangerous Dog), the animal control authority shall issue notice of non-compliance to the owner of the dangerous dog and said owner shall deliver the dog immediately to the animal control authority.
- (5) If the animal control authority is not in receipt of the dog within forty-eight (48) hours after delivery of the notice, then the court shall order the animal control authority or his designee to seize the dog and the court shall issue a warrant authorizing the seizure. The animal control authority shall seize the dog and shall provide for the impoundment of the dog in secure and humane conditions. After the expiration of three (3) days, if the owner of the dangerous dog has not sufficiently presented proof to the animal control authority that he or she is in compliance with Section 3(J), the animal control authority shall refer the case to the municipal court for notice and hearing as provided in Section 3(G).
- (6) Upon proof to the court of the dangerous dog owner's non-compliance, the court shall enter a final order for the humane destruction of the dog by the animal control authority or its authorized agent or a licensed veterinarian.

J. Requirements for Owner of a Dangerous Dog. Once a dog has been determined to be a dangerous dog, the following requirements shall apply in addition to those set forth in Chapter 822 of the Texas Health and Safety Code. The owner of a dangerous dog shall pay all costs and or fees assessed by the municipality related to the seizure and impoundment of the dog, including, but not limited to, boarding fees, microchip procedure, city license and rabies vaccination, and the cost of euthanasia of the dog if ordered by the court. Not later than the thirtieth (30TH) day after a person learns that the person is the owner of a dangerous dog, the person shall:

- (1) Registration. Register the dangerous dog with the animal control authority and pay an annual registration fee of five hundred dollars (\$500.00) for the first year and a two hundred fifty dollars (\$250.00) re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of five hundred dollars (\$500.00) shall be assessed;
- (2) Liability Insurance. Obtain and maintain liability insurance coverage or show financial responsibility in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal control authority;
- (3) Microchip Implant. Implant and maintain a microchip on the dangerous dog. The dog's microchip shall be registered with a national registry. The cost of the national registry service shall be at the owner's expense;
- (4) Required Leash and Collar. Restrain the dangerous dog on a leash and collar issued or approved by the City to ensure, among other things, the visibility of the dangerous dog when out in public, the security of the leash, the length of the leash, and the overall safety of the general public. Collars shall be worn by dangerous dogs at all times and collars shall remain visible at distances of at least fifty (50) feet in normal day light so that the dog can be readily identified as dangerous;
- (5) Physical Control. Be in physical control of the dangerous dog when restrained on a leash and the person in physical control of the leash must be at least 17 years of age;
- (6) Required Muzzle. Secure the dangerous dog with a muzzle in a manner that will not cause injury to the dog nor interfere with its vision or respiration but shall prevent it from biting any person or animal when the dangerous dog is taken off the property of the owner for any reason;
- (7) Secure Enclosure. Restrain the dangerous dog at all times in a secure enclosure, as defined in Section 1(A) (Definitions; Secured Enclosure), when the dangerous dog is not restrained on a leash. The enclosure shall be posted with signs on all sides in four-inch letters warning of the presence of a dangerous dog and shall include a symbol of dangerous dogs understandable by young children;
- (8) Spay or Neuter. Surgically spay or neuter the dangerous dog and show proof of such to the animal control authority;

- (9) Rabies Vaccinations and Licenses. Maintain current rabies vaccinations and proper licenses on the dangerous dog;
- (10) Change of Address. Notify the animal control authority within fourteen (14) days of a change of ownership or change of address of the dangerous dog;
- (11) Notifications to 3rd Parties. Notify any boarding facility, caretaker, veterinary clinic or animal trainer that the dog is dangerous prior to going to such location or person and shall notify the animal control authority of the same;
- (12) Notification to Animal Control. Notify the animal control authority when the dangerous dog is no longer owned by the registrant or is deceased.

SECTION 4: LIVESTOCK, BIRDS, EXOTIC ANIMALS AND WILD ANIMALS.

A. Keeping of Domestic Livestock.

Keeping of domestic livestock is allowed in accordance with the zoning land use regulations of the City set forth for an AO-Agricultural Open zone and an A-OR/ Rural Residential Subdivision zone as same may from time to time be amended and by meeting the regulations in this chapter. When allowed pursuant to the zoning land use regulations of the City, the following additional requirements apply for domestic livestock:

- (1) Not allowed to be at large. Domestic livestock shall be kept within structures or enclosures or lawfully tethered and not permitted to run at large;
- (2) Avoid creation of health hazard. An owner of domestic livestock shall be responsible for the proper pickup and disposal of all animal feces. Feces must be removed often enough so that there is no odor or fly attraction which would disturb a person of normal sensibilities or otherwise constitute a health hazard;
- (3) Distance requirements. The structure or enclosure within which the livestock may be confined shall be not less than one hundred feet (100') from any structure used for human occupancy, except the dwelling occupied by the owner of the domestic livestock. A deviation from this distance may be considered upon the owner making proper application before the Zoning Board of Adjustment.
- (4) Contact information. The owner of the livestock shall post their contact information at all entrances to the livestock enclosure, including their name, address, and telephone numbers.

- (5) Proof of vaccinations. The owner of the domestic livestock shall make available to the animal control authority proof of current vaccinations as may be required pursuant to applicable law, including Brucellosis for all cattle 18 months of age and over except steers and spayed heifers per Texas Administrative Code Title 4, Part 2, Chapter 35, as amended, and a negative test for Equine Infectious Anemia for horses, mules, and donkeys as required under Texas Administrative Code Title 4, Part 2, Chapter 49, as amended, for horses at an event or gathering, horses in stables or breeding farms, or any horse that has had a change of ownership.

B. Fowl.

- (1) Keeping allowed without permit. Keeping of fowl is allowed in accordance with the zoning land use regulations of the City set forth for an AO-Agricultural Open zone and an A-OR/ Rural Residential Subdivision zone as same may from time to time be amended and by meeting the regulations in this chapter.
- (2) Keeping allowed with permit. Keeping of fowl is allowed in all single-family residential zones consistent with the land use regulations therein for such zone as same may from time to time be amended, and upon issuance of a permit and by meeting other applicable regulations as set forth herein.
- (a) Permit requirements. The following is required to be issued a permit for keeping of fowl in a single-family residential zone:
- (i) An application must be completely and accurately filled out and submitted to the City identifying the location, contact information for the owner of the property and the owner of the fowl, type and number of fowl, type of enclosure, distance from adjacent residences other than applicant's, and other pertinent information; and
 - (ii) Payment of a fee as may be imposed by the City Council.
- (b) Additional requirements. A person with a lawfully issued permit may keep, harbor, own, or maintain up to 10 chicken or turkey hens except more may be allowed if the person is lawfully involved in an Agricultural Youth Project under the supervision of a county extension agent, interest group leader or agriculture teacher employed by the independent school district and:
- (i) Chickens are kept no longer than 75 days and turkeys are kept no longer than 190 days; and
 - (ii) Chickens and turkeys are housed in a sanitary manner so that they are not a nuisance to others.
- (3) Keeping fowl in enclosures. It shall be the duty of the owner of fowl to keep same enclosed in such manner that the fowl cannot go upon public streets, highways, alleys, rights of ways or parkways of the City, or upon the private

property of others. Any enclosure that houses fowl must be at least one hundred (100) feet from any dwelling other than the dwelling occupied by the owner of the fowl. A deviation from this distance may be considered upon the owner making proper application before the Zoning Board of Adjustment.

- (4) Roosters prohibited. It is unlawful to own, keep, harbor, or to maintain or to possess a rooster within the City limits.

C. Birds.

It shall be the duty of the person owning, or having within his management or control, any birds including fowl, including but not limited to fowl, pheasants, quail, peacocks, doves, parrots, tropical birds, falcons, hawks and similarly feathered animals, to keep same enclosed upon his own premises in such manner that such birds cannot go upon the public streets, highways, alleys, rights of ways, parks or parkways of the City, or upon the private property of others unless first obtaining written permission from the property owner.

D. Hogs and Pigs Prohibited.

- (1) Prohibited. It shall be unlawful for any person to maintain and keep any hog, or pig within the City except as may be allowed pursuant to the City's zoning ordinance and except for pot-bellied pigs as set forth below.
- (2) Pot-bellied pigs. Pot-bellied pigs are permitted to be in the City in accordance with the provisions set forth herein:
- (a) No more than two pot-bellied pigs may be kept on any one parcel or tract of land in a residentially zoned district and in accordance with applicable land use regulations;
 - (b) Pot-bellied pigs are permitted in only residentially or agriculturally zoned districts;
 - (c) The premises where any such pigs are kept shall be kept clean and free of all offensive odors, flies, rodents or other pests. Droppings shall be placed in the suitable container and disposed of on a regular basis;
 - (d) No such pigs may be bred within a residentially zoned district;
 - (e) All male pot-bellied pigs in the City in a residentially zoned district must be neutered;
 - (f) All pot-bellied pigs must have their tusks either surgically removed or trimmed so as to be blunted at all times;
 - (g) All pot-bellied pigs must be vaccinated against communicable diseases and in accordance with general guidelines from the American Veterinary Medical Association;
 - (h) All such pigs must be licensed by the City upon making proper application as set forth herein and upon the payment of an annual license fee as may

be set by the city council. In order to obtain a license, the owner of the pig must present the following:

- i. Proof that the pig, if male, is neutered if located in a residentially zoned district and that the tusks are either trimmed as required above or have been surgically removed;
 - ii. The address and property description where the pig will be kept;
 - iii. The name and contact information of the owner;
 - iv. The approximate weight, height, gender, general health and age of the animal; and
 - v. Immunization records as required.
- (i) All such pigs shall display the City license affixed to a collar at all times.

E. Rabbits.

- (1) Keeping allowed without permit. Keeping of rabbits is allowed in accordance with the zoning land use regulations of the City set forth for an AO-Agricultural Open zone and an A-OR/ Rural Residential Subdivision zone as same may from time to time be amended and by meeting the regulations in this chapter.
- (2) Keeping allowed with permit. Keeping of rabbits is allowed in all single-family residential zones consistent with applicable land use regulations, and upon issuance of a permit and by meeting other regulations as set forth herein.
- (a) Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone:
- (i) An application must be completely and accurately filled out and submitted to the City identifying the location, contact information for the owner of the property and the owner of the rabbits, type and number of rabbits, type of enclosure, distance from adjacent residences other than applicant's, and other pertinent information;
 - (ii) Payment of a fee as may be imposed by the City Council.
- (b) Additional requirements. A person with a lawfully issued permit may keep, harbor, own, or maintain on his or her premises up to 10 rabbits except more may be allowed if the person is lawfully involved in an Agricultural Youth Project under the supervision of a county extension agent, interest group leader or agriculture teacher employed by the independent school district and the rabbits are kept no longer than 180 days.
- (3) Keeping rabbits in enclosures. It shall be the duty of the owner of rabbits to keep same enclosed upon his own premises in such manner that the rabbits cannot go upon public streets, highways, alleys, rights of ways or parkways of the City, or upon the private property of others. Any enclosure that houses rabbits must be at least one hundred (100) feet from any dwelling other than the dwelling occupied by the owner of the rabbits unless the person is lawfully involved in an

Agricultural Youth Project under the supervision of a county extension agent, interest group leader or agriculture teacher employed by the independent school district in which case there shall be no distance requirement. In other instances, a deviation from the distance requirement may be considered upon the owner making proper application before the Zoning Board of Adjustment.

F. Ferrets.

- (1) General. It is unlawful to harbor more than two ferrets over the age of six months in a dwelling unit. Such ferrets must be permitted as set forth in this section and be in accordance with the City's applicable land use regulations. In this section, Dwelling Unit has the meaning given it in the City's Unified Development Ordinance.
- (2) Vaccination requirements. Ferrets must be currently vaccinated against rabies at all times.
- (3) Permit requirements. The following is required to be issued a permit for ferrets:
 - (a) An application must be completely and accurately filled out and submitted to the City identifying the location, contact information of the owner and occupant of the dwelling unit, type and number of ferrets at such dwelling unit, type of enclosure, proof of vaccination, and other pertinent information; and
 - (b) Payment of a fee as may be imposed by the City Council.

G. Ostriches, Emus, and Rheas Prohibited.

Notwithstanding any provision to the contrary, it shall be unlawful for any person to maintain and keep any ostrich, emu or rhea within the city limits.

H. Keeping of Certain Animals Prohibited.

It shall be unlawful for a person to sell, offer for sale, barter, trade, keep, own, maintain, use or have in a person's possession or on premises under such person's control any of the following:

- (1) Any dangerous animal except as provided in Section 3(J), pursuant to a final determination that the animal is dangerous; or
- (2) Any prohibited animal as defined under Section 1(C), unless that person is a person as exempted by Section 822.102, Subchapter E, Dangerous Wild Animals, of the Texas Health and Safety Code, as amended.
 - (a) A prohibited animal is exempt from this section if:
 - I. The animal(s) belongs to a bona fide zoological park, circus, educational institution, museum, licensed laboratory, publicly owned nature center, or animals kept by bona fide members of

an educational or scientific association or society approved by the animal control authority, or persons holding permits from an agency of the State of Texas or the United States for the care and keeping of animals for rehabilitation purposes. If a person holds a permit from the Texas State Department of Parks and Wildlife to operate a wildcare center in the city, the permit holder must also comply with the city comprehensive zoning ordinance, as amended, and must keep any and all animals or reptiles in cages of sufficient size, construction and strength to restrain the animal or reptile at all times; or

- II. The animal is an assistance or service animal as defined herein, that has been registered with the city and has provided to the animal control authority:
 1. Records of vaccination appropriate for the species of animal;
 2. Documentation from a veterinarian that the animal is healthy;
 3. Proof of proper restraint for the animal; and
 4. Proof that the animal has been or is being trained to perform tasks of an assistance or service animal.

I. Harboring Exotic Animals, Including Exotic Livestock.

Unless expressly prohibited elsewhere in this Chapter, exotic animals, including exotic livestock, shall be allowed in accordance with applicable laws, including zoning regulations; provided they are vaccinated against communicable diseases and in accordance with general guidelines from the American Veterinary Medical Association.”

March 28, 2013
Consent Agenda Item No. 2j
Reclaimed Water Purchase Agreement with Pebble Creek Country Club

To: Frank Simpson, Interim City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action and discussion to approve an agreement for the City to sell reclaimed water to the Pebble Creek Country Club.

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

Recommendation: Staff recommends Council approval.

Summary: The Pebble Creek Country Club (PCCC) was recently purchased by Pebble Creek Interests (PCI). The new owner has requested to reinstate the agreement whereby the City will provide reclaimed water to PCCC when they are ordered to cease withdrawals under their own water rights permit.

Background: PCCC has a permit from the Texas Commission on Environmental Quality (TCEQ) to withdraw water from Carters Creek to irrigate their golf course, issued in 1991. But during drought, the TCEQ can order PCCC to cease withdrawing water under this permit, if the "senior" water users downstream, such as Dow Chemical, are unable to withdraw adequate amounts of water, which is called a "Priority Call." When this occurs, PCCC is able to use potable water from the City for irrigation; however, staff would prefer to not have this demand on our potable water system. Under our "Bed & Banks" permit, the City has the authority to sell reclaimed water (treated wastewater effluent) that we discharge into the creek. On August 11th, 2011, City Council approved an agreement which stipulates the terms and conditions for the sale of the reclaimed water to PCCC at the Brazos River Authority standard rate of \$62.50 per acre-foot, which is approximately \$0.19 per thousand gallons.

Today, staff proposes a new contract with PCI that will retain the BRA rate, but only for the first 75 acre-feet of water, which provides approximately a one-month supply of water for irrigation. Beyond this amount, the rate triples, to \$187.50 per acre-foot. In addition, the agreement limits the rate and amount of water that can be withdrawn, provides a ten year term with one renewal, stipulates methods to measure the water quantity, and various other protections for the City.

Staff recommends approval of this agreement.

Budget & Financial Summary: None, this agreement will be a minor revenue source.

Reviewed and Approved by Legal: Yes.

Attachment:
Agreement

GROUNDWATER BASED RETURN FLOW SUPPLY AGREEMENT

This groundwater based return flow supply agreement ("Agreement") is made and entered into by and between the City of College Station, Texas (the "City"), and Pebble Creek Interests, LLC ("Purchaser"), collectively the "Parties."

RECITALS

WHEREAS, the City has been issued water use permit number 5913 ("Permit No. 5913") by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, Permit No. 5913 authorizes the City to use the bed and banks of the Brazos River and certain of its tributaries to transport groundwater based return flows ("Return Flows") and to use such Return Flows in Brazos, Grimes, Washington, Waller, Austin, Fort Bend and Brazoria Counties within the Brazos River Basin; and

WHEREAS, Permit No. 5913 authorizes the City to divert its Return Flows in Brazoria County; and

WHEREAS, the City currently has surplus Return Flows that are available for sale to Purchaser; and

WHEREAS, on August 19, 2011, the City entered into Contract No. 11-337, Groundwater Based Return Flow Supply Agreement, with Pebble Creek Country Club ("PCCC"), holder of water right Permit No. 5329/5329A, agreeing that PCCC can purchase the City's surplus Return Flows that are discharged from the City's Carters Creek Wastewater Treatment Plant into Carters Creek; and

WHEREAS, PCCC has been purchased by Purchaser and Permit No. 5329/5329A was transferred to Purchaser as part of said purchase; and

WHEREAS, the City and PCCC have mutually agreed to terminate Contract No. 11-337; and

WHEREAS, Purchaser now desires to purchase, and the City desires to sell, a portion of the City's surplus Return Flows that are discharged from the City's Carters Creek Wastewater Treatment Plant into Carters Creek in accordance with the terms of this Agreement; and

WHEREAS, the City has obtained an amendment to Permit No. 5913 so that Return Flows may be diverted at the proposed diversion point.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and considerations set forth herein, the Parties agree as follows:

ARTICLE I. DEFINITIONS

- 1.1. EFFECTIVE DATE: The date this Agreement has been signed by both Parties.
- 1.2. MAXIMUM ANNUAL QUANTITY: Means the maximum amount of Return Flows the City is required to provide Purchaser on an annual basis, such amount to be no more than 325 acre-feet per year.
- 1.3. MAXIMUM RATE OF DIVERSION: The maximum rate at which Purchaser may divert the Return Flows at the Point of Diversion, such rate to be 500 gpm.
- 1.4. PARTY: Either the City or Purchaser.
- 1.5. POINT OF DIVERSION: The location at which Purchaser is authorized to divert the City's Return Flows, such location to be at the sump at the west end of a channel connected to Carters Creek as authorized in Purchaser's water right Permit No. 5329/5329A.

ARTICLE II. PURPOSE and QUANTITIES

- 2.1 PURPOSE. The City agrees to sell to Purchaser and Purchaser agrees to purchase from the City Return Flows as authorized herein. The City agrees to deliver and Purchaser agrees to divert Return Flows subject to the limitations set forth in this Agreement.
- 2.2 MAXIMUM ANNUAL QUANTITY. The Parties agree that the City shall deliver to Purchaser Return Flows up to the Maximum Annual Quantity under this Agreement. In no event is the City required to provide more than the Maximum Annual Quantity of Return Flows to Purchaser unless the Parties revise the Maximum Annual Quantity in a subsequent written agreement.
- 2.3 MAXIMUM RATE OF DIVERSION. The Parties agree that Purchaser shall divert the Return Flows at a rate not to exceed the Maximum Rate of Diversion. In no event is Purchaser authorized to divert the Return Flows at a rate greater than the Maximum Rate of Diversion unless the Parties revise the Maximum Rate of Diversion in a subsequent written agreement.

ARTICLE III. POINT OF DIVERSION and PARTIES' RESPONSIBILITIES

- 3.1 DIVERSION FACILITIES. Purchaser agrees that it shall be solely responsible for designing, constructing, owning, operating and maintaining the Return Flows diversion facilities at the Point of Diversion at its own cost. If the City is required to install a screen at the Point of Diversion in order to minimize entrainment and impingement of aquatic organisms, Purchaser agrees to pay for the screen, its installation, maintenance and replacement.

3.2 QUALITY OF RETURN FLOWS. The City is authorized to discharge treated wastewater into the Brazos River and its tributaries pursuant to the City's TPDES permits issued by the TCEQ. Under those permits, the City is required to treat its wastewater to specified standards. Once the Return Flows are discharged from the City's Carters Creek Wastewater Treatment Plant, the City has no control over factors that could affect the quality of the Return Flows. The City makes no representations as to the quality of Return Flows as diverted at the Point of Diversion.

3.3 LIMITATIONS ON USE OF RETURN FLOWS: Purchaser acknowledges that the City may provide Return Flows to Purchaser only in accordance with the provisions of Permit No. 5913. Purchaser agrees that it shall divert and use the Return Flows in accordance with the following limitations so that the City may comply with the requirements of Permit No. 5913.

- a. Purchaser shall divert, transport and use the City's Return Flows in the same manner, but in lieu of its diversion of state water under its water right Permit No. 5329/5329A. Purchaser shall use its existing diversion point, sump, pumping equipment, pipeline, storage ponds, and irrigation system as authorized by its permit to divert and use the Return Flows provided by the City. The Return Flows shall be transported to Purchaser's existing dam and impoundment on an unnamed tributary of Lick Creek.
- b. Purchaser shall not divert state water under the authority of water right Permit No. 5329/5329A when it is diverting Return Flows under the authority of Permit No. 5913, and Purchaser agrees that it shall not object to the TCEQ adding such a restriction to its water right permit.
- c. Purchaser agrees the total maximum amount of water it may divert from Carters Creek annually is 325 acre-feet regardless of whether Purchaser diverts state water under water right Permit No. 5329/5329A, Return Flows under Permit No. 5913, or from a combination of those two sources.
- d. Purchaser shall divert the City's Return Flows only when Purchaser's right to divert state water has been curtailed or suspended by the TCEQ, its agent, or by court order.
- e. Purchaser shall provide the City a copy of all correspondence received from the TCEQ pertaining to the TCEQ suspending or reinstating Purchaser's right to divert state water under Permit No. 5329/5329A within two (2) business days of receiving such correspondence. Purchaser shall also provide the City with written notice of the date it intends to begin diverting Return Flows under the authority of Permit No. 5913 within two (2) business days from beginning such diversion, and the date it intends to begin diverting state water under its own water right within two (2) business days of such diversion.
- f. Purchaser acknowledges that its failure to comply with the provisions of this Agreement pertaining to Purchaser's diversion and use of Return Flows might

result in the TCEQ bringing an enforcement action against either Purchaser, the City, or both. In an effort to avoid such potential enforcement actions, Purchaser agrees that it shall divert Return Flows only in accordance with the City's amended Permit No. 5913 and the terms of this Agreement.

ARTICLE IV. METERING and TESTING

4.1 **CALCULATING DIVERSIONS.** To ensure accurate accounting of the daily diversion amounts, Purchaser shall, at a minimum, calculate the volume of Return Flows diverted by recording the time it runs the pumps at the Point of Diversion ("Motor Run Time") and multiplying that time by the gallons per minute capacity of Purchaser's pump. Purchaser shall keep a daily log of its Motor Run Time and calculated volume of Return Flows diverted. Purchaser shall report to the City the volume of Return Flows diverted during the preceding month on or before the 10th day of each month. Purchaser also shall install, operate and maintain an electric meter to record the kilowatt hours of electricity consumed by the water pumps at the Point of Diversion. Purchaser shall read the meter every day at a standardized time and record this reading in the Motor Run Time daily log. Purchaser shall provide its full cooperation in allowing the City to conduct testing and to install equipment necessary to determine and measure the amount of Return Flows that Purchaser's pumps are capable of diverting during a given period of time. The City may access the diversion structure, meter, pumps and the surrounding area during regular business hours to monitor diversions and conduct activities authorized under this Agreement. Purchaser agrees to notify the City in writing prior to modifying, altering or replacing the pumps at the Point of Diversion. Purchaser also agrees to provide data and information requested by the City to fulfill its water use reporting requirements to the TCEQ. If the TCEQ requires that a water meter be installed at the Point of Diversion, Purchaser agrees that it shall do so in accordance with sections 4.2 and 4.3, below.

4.2 **METERING LOCATION.** If the TCEQ requires the installation of a water meter at the Point of Diversion, Purchaser agrees to install such meter at its own cost. The meter shall be as specified by Purchaser and agreed to by the City. Purchaser shall furnish, install, and maintain metering equipment for measuring accurately the quantity of Return Flows diverted by it under this Agreement, and the rate at which the Return Flows is diverted. The Purchaser shall keep a true and correct record of all meter readings and shall make those records available to the City during regular business hours. Purchaser shall also provide the meter readings to the City by the 10th day of the following calendar month.

4.3 **CHECKING ACCURACY.** If the TCEQ requires the installation of a meter at the Point of Diversion, Purchaser shall test its metering equipment every twelve (12) months (if requested to do so by the City in writing), beginning twelve (12) months after the City begins providing Return Flows to Purchaser. If upon conducting any test the percentage of any inaccuracy of the metering equipment is found to be in excess of five per cent (5%) registration thereof shall be corrected for a period extending back to the time such inaccuracy began, if ascertainable, and if not, then for a period extending back one-half of the time elapsed since the

last date of calibration, but in no event further back than a period of six (6) months. Purchaser shall be responsible for the cost of testing and recalibrating its metering equipment.

ARTICLE V. RATES, PAYMENTS AND CREDITS

- 5.1 **RATE**. Purchaser shall pay to the City \$62.50 per acre-foot for the first 75 acre-feet of Return Flows (the "Rate") it diverts per calendar year at the Point of Diversion. Above 75 acre-feet/year, Purchaser shall pay to the City \$187.50 per acre-foot of Return Flows. The Parties agree that the Rate may be adjusted annually as needed to be equivalent to the Brazos River Authority's "system rate" charged for water.
- 5.2 **PAYMENT DATE**. Purchaser shall send payment to the City within thirty (30) days after receiving the bill for diverted Return Flows from the City.

ARTICLE VI. TERM

6.1 **TERM**. The term of this Agreement shall commence on the Effective Date and shall terminate after ten (10) years. Purchaser may extend the term of this Agreement for a period of five (5) years by providing written notice of its intent to extend the Agreement to the City no sooner than eighteen (18) and no later than twelve (12) months before the termination date but subject to the City's discretion as provided below. Purchaser may extend this Agreement for one additional five (5) year period by providing written notice as provided in this paragraph.

ARTICLE VII. PROVIDING RETURN FLOWS TO PURCHASER

7.1 **OBLIGATION TO BEGIN PROVIDING RETURN FLOWS**. The City's obligation to provide Purchaser with Return Flows shall be dependent upon the City's authority to do so under TCEQ Permit No. 5913, as amended. Should the City's authority to provide Purchaser with Return Flows as provided in this Agreement be restricted under federal, state or local laws, rules or regulations, or by court order, the City shall be authorized to terminate this Agreement immediately by providing written notice of termination to Purchaser.

7.2 **RESERVING RETURN FLOWS**. The City agrees to reserve sufficient quantities of Return Flows to ensure that it is able to provide Purchaser with up to 325 acre feet of Return Flows per year for a period of 10 years. Purchaser agrees that the City is obligated to provide Purchaser with Return Flows only if Purchaser has extended the term of this Agreement and the City, at its sole discretion, concludes that it has a surplus supply of Return Flows to provide to Purchaser.

ARTICLE VIII. INDEMNITY

8.1 **INDEMNITY**. Purchaser agrees to indemnify and hold harmless the City from and against all claims, losses, expenses, costs, damages, demands, judgments, causes of action, suits, administrative actions, and liability in tort, contract or any other basis and of every kind and character whatsoever of claim for bodily injury, death, property damage, consequential

damage or economic loss, penalties or fines for regulatory violations, and any claim that may arise in connection with the diversion, use, misuse, transportation and storage of the Return Flows, and the performance or failure of performance with respect to diverting the Return Flows, and with reporting requirements and other obligations as set forth in this Agreement.

ARTICLE IX. FORCE MAJEURE

9.1 FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations of either Party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence, other than the obligation of payment of money as provided herein. "Force Majeure" shall mean:

- a. An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, extreme weather conditions, fire, flood, drought, explosions, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or any other cause beyond the reasonable control of either Party;
- b. The order or judgment of any federal, state, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of state courts interpreting state tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such Party;
- c. The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of either Party if it is not the result of willful misconduct or negligent action or inaction of the Party relying thereon.

ARTICLE X. NOTICES

10.1 NOTICES. All notices as provided herein to be in writing shall be in writing and shall be deemed given, effective and received on the date which is (a) the date of personal delivery; (b) on the date deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; (c) one (1) business day after deposit with a national overnight air courier, fees prepaid; or (d) the date of transmission via facsimile machine confirmed by the sender's machine facsimile transmission, or electronic mail sent to the intended addressee at the address set forth below, provided that a copy of the facsimile or electronic mail also is sent to the intended addressee by one of the means described in clauses (a) or (c) above; provided however, that if the notice is sent via electronic mail and the addressee responds via electronic mail, such response shall be deemed to constitute receipt by the addressee, in which case it shall not be necessary to send an original of the electronic mail communication as provided above.

If to the City:

Director, Water Services Department
City of College Station
P.O. Box 9960
College Station, TX 77842
Fax: (979) 764-3452
Email: cmo@cstx.gov

If to Pebble Creek Interests:

Billy C. Sitton
13102 Spartan Court
Houston, TX 77041
Fax: (713) 899-5198
Email: bsitton@triumphgolfllc.com

ARTICLE XI. TERMINATION

11.1 FAILURE TO PROVIDE PAYMENT. Purchaser agrees that if it does not make payment for the Return Flows within thirty (30) days after receiving a bill from the City, then it will be in default of this Agreement. If Purchaser does not cure the default within ten (10) days after written notice, the City, at its sole discretion, may terminate this Agreement without cost by providing Purchaser with a ten (10) day written notice of termination.

11.2 NONCOMPLIANCE WITH AGREEMENT AND PERMIT PROVISIONS. Purchaser agrees and acknowledges that part of the consideration it has offered for the City to enter into this Agreement is its representation that it shall divert and use Return Flows only in accordance with its water right Permit No. 5329/5329A, Permit No. 5913 as amended, and this Agreement. If Purchaser diverts or uses the Return Flows in a manner not authorized by its water right Permit No. 5329/5329A, Permit No. 5913 as amended, and this Agreement, the City shall be authorized to terminate this Agreement immediately by providing written notice of termination to Purchaser.

ARTICLE XII. MISCELLANEOUS



12.1 REGULATORY COMPLIANCE. The City agrees to provide Return Flows to Purchaser in compliance with all applicable federal, state and local rules and regulations and the terms of this Agreement. Purchaser agrees to divert, transport and use the Return Flows in compliance with all applicable federal, state and local rules and regulations and in accordance with its water right Permit No. 5329/5329A and Permit No. 5913 as amended, and the terms of this Agreement.

12.2 ASSIGNMENT. Neither Party shall assign this Agreement, in whole or in part, without first obtaining the written consent of the other Party.

12.3 CHOICE OF LAW. This Agreement, and the rights and obligations of the Parties pursuant to this Agreement, shall be governed by the laws of the State of Texas. Venue for legal actions arising hereunder shall lie in Brazos County, Texas.

12.4 AUTHORIZATION TO ENTER INTO AGREEMENT. The Parties represent that they are authorized by their respective governing bodies to enter into this Agreement.

12.5 ATTORNEY FEES. The Parties agree that the Party prevailing in a lawsuit or in an administrative hearing regarding a dispute pertaining to the subject matter of this Agreement shall be entitled to reasonable attorney fees.

CITY OF COLLEGE STATION

PEBBLE CREEK INTERESTS, LLC

By: Frank Simpson
City Manager

By: Billy Sitton 

Title: GENERAL PARTNER

Date: _____

Date: 3/15/13

APPROVED:

Executive Director Business Services

Date: _____

City Attorney

Date: _____

March 28, 2013
Consent Agenda Item No. 2k
ILA to Transfer Surplus Radio Equipment to City of Brenham

To: Frank Simpson, Interim City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of an ILA transferring surplus radio equipment from the City of College Station to the City of Brenham.

Relationship to Strategic Goals:
Core Services and Infrastructure

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

Summary: The Brazos Valley Wide Area Communications System replaced voice side of the city's obsolete 800 MHz radio system in 2008. In 2011 the data side of the system was replaced. The old 800MHz radio components are obsolete and considered surplus by the city. The City of Brenham has a need for some of these radio components to meet State Interoperability Communications requirements. This ILA transfers four (4) pieces of equipment to the City of Brenham.

Budget & Financial Summary: There is no cost to the City of College Station. The City of Brenham will pay \$1.00 for the surplus equipment.

Reviewed and Approved by Legal: Yes

Attachments: ILA

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND
CITY OF BRENHAM**

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

WHEREAS, the **City of College Station** (hereinafter referred to as “**College Station**”), and **City of Brenham** (hereinafter referred to as “**City of Brenham**”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions, and services; and

WHEREAS, the **City of College Station**, **City of Brenham** and other local governmental entities entered into an interlocal agreement in 2008 (Resolution No. 6-26-08-08) for the construction, acquisition, implementation, operation, and maintenance of an interoperable radio and data communications system, known as the Brazos Valley Wide Area Communications System (“**BVWACS**”); and

WHEREAS, **College Station** has surplus 800 MHz radio equipment; and

WHEREAS, **City of Brenham** is in need of such radio communications equipment to facilitate better usage of the interoperable radio system and meet state interoperability requirements for public safety; and

WHEREAS, radio interoperability between local governmental entities accomplishes a valid public purpose and enhances public safety; and

WHEREAS, it is deemed in the best interest of the participating governments that said governments do enter into a mutually satisfactory agreement for the transfer of the radio equipment;

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

1. Within thirty (30) days of the effective date of this Agreement and for the consideration contained in paragraph 4 of this agreement, **City of Brenham** shall receive surplus radio equipment in “as is condition” from **College Station**.
2. **College Station** shall transfer to **City of Brenham** the following radio equipment:
Chassis SN: CAEVWV0P3C
Model: T5365A
Radio SN: 448CWF0090

Chassis SN: CAEVWV0P3B

Model: T5365A
Radio SN: 448CWF0091

Chassis SN: CAEVWV0P3H
Model: T5365A
Radio SN: 225CWF0269

Duplexer
No SN or part number on item.

City of Brenham and College Station shall schedule a date and time convenient to both parties for a **City of Brenham** representative to collect the equipment. Delivery will be F.O.B. College Station, Texas.

3. **Effective Date.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 5 or 6.
4. **Consideration.** Upon **College Station's** receipt of a written request from **City of Brenham** for surplus radio equipment, **College Station** will sell to **City of Brenham**, and **City of Brenham** will pay **ONE AND NO/100 DOLLARS (\$1.00)**, for available surplus radio equipment identified in paragraph 2. **City of Brenham** agrees to use the surplus radio equipment for the purposes established in this Agreement.
5. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of both parties. Mutual consent will be demonstrated approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
6. **Termination.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 10 herein.
7. **Hold Harmless.** **College Station and City of Brenham** agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.
8. **Disclaimer of Warranty.** The transfer of the radio equipment is as is, where is and without warranty, express or implied, as to quality, condition, fitness for known purpose, or of any other kind. **City of Brenham** understands and agrees that the goods are provided "as is."
9. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or

impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

10. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of Brenham: City of Brenham
Attn: Pam Ruemke, Brenham Communications Manager
301 N. Baylor
P.O. Box 2258
Brenham, TX 77834-2258
(979) 337-7274

College Station: City of College Station, Department of Information
Technology
Attn: Ben Roper, IT Director
310 Krenk Tap Rd
P.O. Box 9960
College Station, Texas 77842
(979)764-3538

11. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
12. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
13. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
14. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
15. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
16. **Waiver.** Failure of either party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of

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

- 17. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 18. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
- 19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF BRENHAM

CITY OF COLLEGE STATION

Milton Y. Tate, Jr.
Mayor
Date: _____

By: _____
Nancy Berry, Mayor
Date: _____

ATTEST:

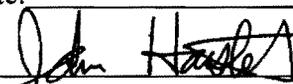
ATTEST:

Jeana Bellinger, TRMC
City Secretary
Date: _____

Sherry Mashburn, City Secretary
Date: _____

APPROVED:

Frank Simpson, Interim City Manager
Date: _____


City Attorney
Date: 3/11/2013

Jeff Kersten, Executive Director of Business
Services
Date: _____

March 28, 2013
Consent Agenda Item No. 2L
Purchase of Public Safety Equipment and Supplies

To: Frank Simpson, Interim City Manager

From: Jeffrey Capps, Police Chief

Agenda Caption: Presentation, possible action, and discussion regarding the approval of police safety equipment and supplies to Smith & Wesson for \$56,551.35, to GT Distributors for \$100,560.32 for rifle accessories and ammunition, and tactical vests for SWAT, and to ArmorUp, dba Bulletproofme for \$23,220.00 for tactical vests for Patrol.

Relationship to Strategic Goals: Core Services; Neighborhood Integrity

Recommendation(s): Staff recommends purchase of the equipment and supplies.

Summary: These purchases are for rifles, accessories, ammunition and protective vests. These purchases will be made utilizing interlocal cooperative agreements with the Texas Smart Buy Term Contract (TPASS) and Texas Local Government Cooperative (BuyBoard). Purchases made from these programs satisfy our requirement for competitive bidding.

On August 13, 2012, Constable Brian Bachmann was shot and killed in the line of duty in College Station. Officers with our department responded and found themselves in an active shooter situation. As a result of this incident, equipment needs have been identified. Access to rifles and heavy body armor by our officers and SWAT team will provide the added protection they would need should the same type of incident occur again.

Budget & Financial Summary: A budget amendment will be brought forward to appropriate these funds into the police department budget.

Attachments:

1. Smith & Wesson Quote
2. GT Distributors
3. GT Distributors
4. GT Distributors
5. GT Distributors
6. Bulletproofme

TxSmartBuy Term Contract 680-A1

Description	Supplier Name	Supplier Part #	Price	Currency	Unit	Qty	Total
311008: RIFLES S&W, M&P15, 5.56 CALIBER, ONE MAGPUL 30 ROUND MAGAZINE (OTHER OPT), 6 POSITION ADJ STOCK, FLIP UP REAR SIGHT, FXD POST FRONT, 7" QUAD RAIL HDGRD, 16" BARREL	Smith & Wesson Corp.	68052791321	\$844.05	USD	EA	67	\$56,551.35

Contractor:
Smith and Wesson Corp.
Contact:
 Ian O'Donnell
 2100 Roosevelt Avenue
 Springfield, MA 01104
 Phone: 413-747-3627
 Fax: 413-731-8980
iodonnell@smith-wesson.com



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0061441
Date	12/19/2012
Page:	1

Bill To:

Ship To:

College Station (TX)
 Attn: Accounting Department
 P.O. Box 9973
 College Station TX 77842-9973

College Station (TX)
 2611 Texas Ave. S.
 Attn: Christopher Brannan
 College Station TX 77840

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	000094	AP	U	NET 15	0/0/0000	943,573
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
32	PTA-PLT-III-2120-10X12	Protech-III+ Multi Curve Ceramic-PolyethyleneF Quotation reflects Buyboard Contract 363-10. Contract period 04/01/11-03/31/14. Fax BuyBoard PO's to 1-800-211-5454 only.	EA	\$458.25	\$14,664.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your sales person is Doriane Pissonier. Thank you.
 jarnold@cstx.gov

Subtotal	\$14,664.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$14,664.00



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0063028
Date	2/11/2013
Page:	1

Bill To:

College Station (TX)
 Attn: Accounting Department
 P.O. Box 9973
 College Station TX 77842-9973

Ship To:

College Station (TX)
 2611 Texas Ave. S.
 Attn: Christopher Brannan
 College Station TX 77840

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
MISC EQUIP 2.11.13	000094	AP	U	NET 15	0/0/0000	971,268

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
67	AP-12841*	Aimpoint Patrol Rifle Sight W/ Mount & Lense c	EA	\$366.00	\$24,522.00
67	SF-X300U-A*	Surefire X300U Ultra Led Handgun Light 500 L	EA	\$231.75	\$15,527.25
134	MAGPUL-MAG557-BLK	Magpul PMag 30AR/M4 Gen M3	EA	\$12.11	\$1,622.74
67	BFG-VCAS-200-AA-BK*	Blue Force Gear Vickers Sling BLK	EA	\$48.10	\$3,222.70
45.50	CCI-24459*	CCI-5.56 Lawman-55Gr-Rifle Ammo	M	\$342.48	\$15,582.84
7.00	FC-T223F*	Federal Cartridge .223 55 gr TRU	M	\$876.80	\$6,137.60
7.00	CCI-53955*	CCI-Lawman-.40 Cal-165 GR-TMJ	M	\$310.68	\$2,174.76
Quotation reflects Buyboard Contract 363-10 Contract period 04/01/11-03/31/14. Fax BuyBoard PO's to 1-800-211-5454 only.					

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your sales person is Doriane Pissonier. Thank you.

Subtotal	\$68,789.89
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$68,789.89



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0062817
Date	2/5/2013
Page:	1

Bill To:

Ship To:

College Station (TX)
 Attn: Accounting Department
 P.O. Box 9973
 College Station TX 77842-9973

College Station (TX)
 2611 Texas Ave. S.
 Attn: Christopher Brannan
 College Station TX 77840

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA 02/2013	000094	AP	FACTORY DIRECT	NET 15	0/0/0000	968,091

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
4	PTA-TITAN-MR01-MOL	Protech Titan Vest with MR01 Panels MOLLE	EA	\$1,155.00	\$4,620.00
4	PTA-TITAN-MR01-YOKI	Protech MR01 Titan Yoke	EA	\$227.78	\$911.12
4	PTA-TITAN-MR01-BICE	Protech MR01 Titan Biceps	EA	\$222.22	\$888.88
4	PTA-TITAN-MR01-GRO	Protech MR01 Titan Groin Protection	EA	\$150.00	\$600.00
4	PTA-MPS*	Protech 6 Pouch Set TP21A/ TP10A TP19/ TP18 TP-16/ TP20	EA	\$133.33	\$533.32
4	PTA-POL2-AS3-WTY6*	Protech ID panel Small POLICE MultiCam Whi	Each	\$12.22	\$48.88
4	PTA-POL2-AL4-WTY6*	Protech ID panel Large POLICE MultiCam Whi	Each	\$17.18	\$68.72
8	PTA-PLT-III-2120-10X11	Protech-III+ Multi Curve Ceramic-Polyethylenel	EA	\$433.33	\$3,466.64
4	PTA-SIDEPANNEL-6X11	Protech SM01 Side Ballistic Protection 6X10	EA	\$116.67	\$466.68
4	PTA-OSM*	Protech Optional Spacer Mesh	EA	\$88.89	\$355.56
1	NOTES	Notes: MultiCam ID panels Multicam w/White lettering	EA	\$0.00	\$0.00

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your sales person is Doriane Pissonier. Thank you.
 Chris Brannan-cbrannan@cstx.gov

Subtotal	\$11,959.80
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$11,959.80



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0059475
Date	10/24/2012
Page:	1

Bill To:

Ship To:

College Station (TX)
 Attn: Accounting Department
 P.O. Box 9973
 College Station TX 77842-9973

College Station (TX)
 2611 Texas Avenue S
 Attn: Christopher Brannan
 College Station TX 77840

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA MISC 10.5.2012	000094	AP	FACTORY DIRECT	NET 15	0/0/0000	910,772
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
16	PTA-TAC-PR-MOLLE*	Protech-Plate Holder-Molle	EA	\$200.00	\$3,200.00	
16	PTA-E1-POLICE*	Protech 1" Police ID Patch	EA	\$12.22	\$195.52	
16	PTA-E2-POLICE*	Protech-2 Inch Police ID Patch	EA	\$17.78	\$284.48	
1	NOTES	Notes:	EA	\$0.00	\$0.00	
		Color: Multicam ID panels: Multicam w/ white text				
11	PTA-MPS*	Protech 6 Pouch Set	EA	\$133.33	\$1,466.63	
		16 ea TP10,TP6A 17 ea TP21,TP16				
1	NOTES	Notes:	EA	\$0.00	\$0.00	
		Quotation reflects Buyboard Contract 363-10 Contract period 04/01/11-03/31/14. Fax BuyBoard PO's to 1-800-211-5454 only.				

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your sales person is Doriane Pissonier. Thank you.
 jarnold@cstx.gov
 Jimbob

Subtotal	\$5,146.63
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$5,146.63



ArmorUP, L.P. dba

BulletProofME.com Body Armor

"Put the Odds in YOUR Favor "

3-09-2013

PRO-FORMA INVOICE

Page 1 of 2

Lisa D. Davis, C.P.M
City of College Station

Thank you for your inquiry. We look forward to working with you.

For a minimum quantity of 60 sets of armor, we can quote as follows. Lead time to ship complete would be ~ 60 days from receipt of firm order.

Quantity Ordered	Qty. Shipped	Description	Unit Price \$	Total Price \$
120		Level IV Stand-Alone Standard Ceramic Rifle Plate, 10" by 12", NIJ Certified, 0101.05 http://bulletproofme.com/RP-Level-4-Stand-Alone.html	112	13,440
60		Banshee Rifle Plates Carrier – NO CUMMERBUND, Black http://bulletproofme.com/Plate-Carriers.htm http://bulletproofme.com/Plate-Carriers.htm	108	6,480
60		POLICE Patches, 2 by 4" for Front, Velcro attached	6	360
60		POLICE Patches, 4 by 11" for Back, Velcro attached	6	360
60		Side Armor Patrol Bag, Padded main center compartment 20" x 11" x 9" http://www.unclemikesle.com/products/index.cfm?ClassID=9&ClassCategoryID=10&FamilyID=296	43	2,580
Shipping, Handling & Insurance, FOB Destination				0
TOTAL Net 30				23,220

See Terms of Sale on Page 2

ArmorUP, L.P. dba **BulletProofME** • Phone: 512-922-1503 • 800-374-7029
armor@bulletproofme.com • www.bulletproofme.com
6705 Hwy. 290 West, Suite #502 • Austin, TX 78735



ArmorUP, L.P. dba

BulletProofME.com Body Armor

"Put the Odds in YOUR Favor "

TERMS OF SALE

Page 2 of 2

- Net 30, subject to credit approval. **Add 3.5% for any amounts paid by credit card.**
- FOB Destination. Quoted before shipping.
- Sizes or lengths longer than standard may incur an upcharge.
- Quote valid for 30 days. Goods in inventory subject to prior sale.
- For quantity as noted. Any change in quantities must be requested

Legal Terms of Sale:

http://www.bulletproofme.com/Legal_Terms_of_Sale.shtml

WARNING: U.S. EXPORT CONTROL LAWS

Level III and IV armor fall under the jurisdiction of the International Traffic in Arms Regulations (ITAR), and is subject to the export control laws of the U.S. Government. Export, or retransfer of Rifle Plates by any means to any foreign end user, or for any other end use, whether in the U.S. or abroad, without the written approval of the U.S. Department of State, is prohibited. See:

<http://www.pmdtc.state.gov>

Level III-A, Level II, and Level II-A vests often have an export license exemption for friendly countries, but may require a license to some countries from the Bureau of Industry & Security (BIS). Kevlar Helmets, Shields, Riot Shields, Faceshields, and other sensitive items generally require an export license from the BIS. See:

<http://www.bis.doc.gov/licensing/exportingbasics.htm>

Thanks,

Nick Taylor

Manager

ArmorUP, L.P. dba **BulletProofME** • Phone: 512-922-1503 • 800-374-7029
armor@bulletproofme.com • www.bulletproofme.com
6705 Hwy. 290 West, Suite #502 • Austin, TX 78735

March 28, 2013
Regular Agenda Item No. 1
Public Hearing and Consideration of Budget Amendment #2

To: Frank Simpson, Interim City Manager

From: Jeff Kersten, Executive Director, Business Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion on an ordinance Budget Amendment #2 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$961,834; increase the number of regular full-time positions in the budget by two (2.0); and presentation, possible action and discussion on one interfund transfer.

Recommendation(s): Staff recommends the City Council hold the public hearing on Budget Amendment #2 and approve the budget amendment ordinance and interfund transfer.

Summary: The proposed budget amendment is to increase the appropriations for the items listed below by \$961,834. Included in this amount is an interfund transfer for \$50,000. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. A number of items have been identified that need to be considered in a budget amendment. Attached is a list of the items in the proposed budget amendment.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover each of the appropriations in this budget amendment. The attached list has the complete description of the items included in the proposed budget amendment.

Attachments:

1. Budget Amendment #2 Detail List,
2. Ordinance

FY13 Budget Amendment #2 Detail Listing

The proposed budget amendment is to increase the appropriations for the items listed below by \$911,834. Also included is one interfund transfer in the amount of \$50,000 and an increase by 2.0 to the overall number of full-time equivalent (FTE) personnel. Increases to personnel and interfund transfers require Council approval.

1. Police Department Personnel and Equipment Needs - \$451,781 (budget amendment, 2.0 FTE's)

Additional Personnel - This item includes a proposed increase of 2.0 sworn Police Officer positions to the Police Department personnel. The addition of these positions will allow the department to meet optimal staffing levels needed for the Northgate Unit. The estimated cost of these officers is \$190,867.

Rifle Buy-Back Program - An analysis and review of the August 13th shooting has shown a need for additional equipment in the Police Department. The Police Department has identified the need to equip the sworn officers with patrol rifles (and requisite ammunition) and level III bulletproof vests. A number of officers have signed up to participate in a rifle buy-back program that will allow the officers to purchase a rifle through payroll-deduction with the City incurring the up-front cost of the purchase. The officer will then be able to take the weapon with them upon retirement or separation from the City. In addition, the department has identified the need to purchase level III bulletproof vest for the officers. Finally, the SWAT Team members need to be outfitted with new Ballistic Carriers and Plates and tactical vests. The combined total for these equipment purchases is approximately \$199,467. These are the upfront costs for the City, a portion of which would be reimbursed by the officers through the buyback program over a period of a year. The estimated reimbursement total is \$80,248.

Grant Purchases – The Police Department has been awarded grant funds for the purchase of several items that were identified as needed by the department following the August 13th shooting. These include Self Aid/Buddy Aid Kits (\$21,406), cameras (\$9,083), an ATV and accessories (\$13,429), and a payment to the City of Bryan for their assistance during the August 13th shooting (\$3,784). Grant funds have also been awarded for various office supplies, vehicle supplies and computer software (\$13,745). The cost of these items will be reimbursed with federal and state grant funds.

Budget for these expenditures is available and will be appropriated in the General Fund Police Department budget.

2. Workers' Compensation Claims Cost - \$325,000 (budget amendment)

Due to higher than projected claims cost in the Workers' Compensation Fund, an additional budget amount of \$325,000 is requested to cover the current and projected claims cost. The current budget is \$175,000, and an increase of \$325,000 would increase the FY13 budget for claims to \$500,000. Current claims cost to date is over \$216,000 with estimated ongoing claims costs. Funds are available in the Workers' Compensation Fund balance for this appropriation.

3. Public Works Service Center Security Enhancement & Closed Circuit Monitoring - \$66,959 (budget amendment)

A risk assessment to review the security of all vehicle and equipment related assets in the Public Works Service Center and surrounding Fleet storage yard was recently conducted. This assessment concluded that additional security is needed at the facility and the surrounding area. Staff from Public Works, the Kids Klub and Extra Education programs associated with Parks and Recreation utilize the Public Works Operation Building for office space and meeting space. The security improvements include building access card reader controls (\$49,940) for access doors and closed-circuit video monitoring of the surrounding parking areas and fuel area (\$17,019). These upgrades are comparable to the security

FY13 Budget Amendment #2 Detail Listing

system installed in other City facilities. The contract for this item was approved by Council on February 28, 2013 (consent item 2d). Funds are available for this appropriation in the General Fund balance.

4. Education and Government Access (EG) funds for equipment replacement in the Council Chambers - \$18,094 (budget amendment)

Education and Government Access (EG) grant funds are collected in addition to the cable franchise fee in an amount equal to \$0.15 per cable services customer per month. The City of College Station uses these funds for EG Channel(s) administered by City. Funds in the amount of \$18,094 are requested for the replacement of twelve microphones and the replacement of failing Digital Signal Processors and amplifiers in the Council Chambers. EG funds have been collected and are available in the General Fund balance for this purchase.

5. Royder Road – Wellborn Service Plan – \$50,000 (budget amendment) & \$50,000 (interfund transfer)

On February 14, 2013, Council approved a contract 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. The construction contract exceeded the amount budgeted for the project. The budget for this project originated from the General Fund as the project does not support the use of debt. This item will appropriate funds in the General Fund to be transferred to the Streets Capital Improvement Projects Fund for expenditure on the project. Budget for the expenditure in the Streets Capital Improvement Projects Fund will also be appropriated.

6. Replace Slinger Truck with Dump Truck – (No budget impact)

This item is for the replacement of a slinger truck (vehicle # 9534) in the Wastewater Department with a dump truck. The useful life of the slinger truck has been surpassed and the truck now needs to be refurbished or replaced. Refurbishment is not recommended as it is nearly as costly as replacement. Furthermore, due to changes in how the Wastewater Department is now handling sludge, the replacement of the slinger truck with a dump truck is preferred. The cost of the dump truck is expected to be about half of the cost of a slinger truck. Budget for the purchase is available in the Equipment Replacement Fund as several vehicles that were included on the FY13 replacement schedule will not be replaced in FY13; so this item will not require an increase in budget. Rather, this item is for the authorization for the purchase the dump truck as it was not included on the FY13 replacement schedule. Funds for the purchase are available in the Equipment Replacement Fund balance.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 2) AMENDING ORDINANCE NUMBER 3443 WHICH WILL AMEND THE BUDGET FOR THE 2012-2013 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2012-2013 Fiscal Year on September 13, 2012; and

WHEREAS, the City Council of the City of College Station, Texas, desires to amend the approved Budget Ordinance; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, after notice of said hearing having been first duly given; now, therefore,

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

Part 1: That Part 1 of the Budget Ordinance for the 2012-2013 Fiscal Year is amended to read as follows:

"PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2012-2013 for the General Fund are \$64,789,174; for the Streets CIP Fund are \$8,838,193; and for the Workers' Compensation Fund are \$759,642. Amended regular full and part-time positions is 839. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

Part 2: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2013.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A. Robinson

City Attorney

March 28, 2013
Regular Agenda Item No. 2
4080 State Highway 6 South 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 7.547 acres located at 4080 State Highway 6 South 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 March 7, 2013 meeting and voted 6-0 to recommend approval of the rezoning request with the modifications previously approved by City Council and the following conditions: allow a freestanding sign on State Highway 6 that is in accordance with General Commercial standards, allow a freestanding sign on Longmire Drive that is in accordance with Suburban Commercial standards, and not require streetscape trees if 21,000 landscape points are provided in Phase 1 of the development.

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 tract is designated as Suburban Commercial on the Comprehensive Plan Future Land Use and Character Map. The proposed development is consistent with this designation in addition to the land use designations surrounding the subject tract which include Suburban Commercial and General Suburban. Phase 2 and 3 (closest to Longmire Drive) will allow neighborhood-compatible uses meeting Suburban Commercial and Office zoning districts that are compatible with the surrounding neighborhoods.

- 2. Compatibility of the proposed request with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed PDD will enable the development of Suburban Commercial and Office type uses, with the addition of a funeral home in Phase 1 closest to State Highway 6. The funeral home is more intense than typically appropriate for a Suburban Commercial land use designation, but the location and situation of this phase make the land use more suitable. The adjacent land uses are a self-storage complex with outdoor storage facilities and a construction office/design studio for residential construction. Both adjacent properties are zoned GC General Commercial, which does allow for the use of a funeral home. The portion of the proposed development that abuts residential uses will be restricted in both land use and height to ensure compatibility with the neighborhood.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed land uses permitted through the proposed PDD include those allowed in the SC Suburban Commercial district and O Office district. In addition, Phase 1, located adjacent to State Highway 6, will also include the ability to have a funeral home. This addition does not include the use of a crematorium. Generally funeral homes are not a neighborhood-oriented land use, but due to its proximity to State Highway 6 and the existing GC General Commercial land uses directly north and south, the use is suitable by adding additional architectural features to assist the structure in blending with the nearby residences. Phases 2 and 3 will include neighborhood-oriented commercial and office uses that will also have a residential-style of architecture. These land uses are suitable adjacent to single-family and are appropriate placed along Longmire Drive (Major Collector).
- 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 a funeral home in Phase 1 and Suburban Commercial and Office uses in Phases 2 and 3. The current zoning district is suitable for the property due to the close presence of State Highway 6 and Longmire Drive. In addition, the property is located between two existing commercial sites and a vacant property zoned for commercial uses.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property can currently be marketed under the existing PDD Planned Development District zoning. However, the applicant is requesting a modification to increase the maximum size of buildings in order to prepare for anticipated future expansion.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** When the proposed development proceeds through the platting process, 3.5-feet of right-of-way (ROW) dedication will be required along Longmire Drive in order for the site to be in compliance with the Thoroughfare Plan. A proposed driveway to State Highway 6 would need approval from the Texas Department of Transportation.

There are existing 8-inch and 24-inch water mains available to serve this property. There are also existing 8-inch sanitary sewer lines which may provide service to the site. Drainage is mainly to the southeast within the Lick Creek Drainage Basin. Drainage and other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure appears to be adequate for the proposed use. Access to the site will be available via the State Highway 6 Frontage Road and Longmire Drive.

REVIEW OF CONCEPT PLAN

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 allow the development of the subject property in accordance with the City's Comprehensive Plan providing commercial activities along the Earl Rudder Freeway frontage and stepping down commercial development intensity closer to Longmire Drive and the residential neighborhoods."

The proposed Concept Plan includes uses permitted through SC Suburban Commercial for Phases 1 and 2 and O Office for Phase 3. Crematoriums, fuel sales, and commercial amusements are expressly prohibited. The estimated building plot square footage is 50,000 with maximum building sizes of 15,000 square feet for Phase 1, 8,000 square feet for Phase 2, and 6,000 square feet for Phase 3. The maximum building height is two stories and a 24-foot eave height for a two story structure and the overall height maximum is 35-feet to the peak of the roof.

Base Zoning and Meritorious Modifications

The applicant is proposing to develop the PDD in three phase areas. Phase 1 shown on the Concept Plan is based on SC Suburban Commercial standards and uses and will allow the additional land use of a funeral home. Phase 2 is based on SC Suburban Commercial standards and uses. For both Phase 1 and 2 commercial amusements, fuel sales, and crematoriums are prohibited. Phase 3 is based on O Office standards and uses.

At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the SC Suburban Commercial and O Office zoning classifications, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications:

1. UDO Section 7.6.D.1-2 "Streetscape Requirements" - Longmire

Street trees are required to be located within 50 feet of a public right-of-way. On the subject tract, overhead power lines interfere with this requirement causing the applicant to seek the meritorious modification. The request is to increase the allowable distance from the Longmire Drive right-of-way up to 60 feet. Council approved this modification with the previous PDD rezoning.

2. UDO Section 7.6.D.1-2 "Streetscape Requirements" – Phase 1

Street trees are required to be located within 50 feet of a public right-of-way. For Phase 1, the applicant is requesting streetscape trees be distributed throughout Phase 1 as designed by a registered landscape architect with the condition that the site contain a minimum of 21,000 landscaping points. This is a new modification being requested through this PDD rezoning.

3. UDO Section 8.3.G.2 "Blocks"

According to subdivision regulations, block lengths over 900 linear feet must be broken along a street that abuts land designated as Suburban Commercial in the Comprehensive Plan Future Land Use and Character Map. Block length is required to be broken by the extension of a public street or a public way.

The applicant is requesting modification of this requirement for both State Highway 6 and Longmire Drive. The applicant is proposing an alternate connection between the rights-of-way through their private parking lots. This connection will be provided through a private cross access easement and will be determined at platting or site plan submittal. This drive is proposed for construction with Phase 1. Council approved this modification with the previous PDD rezoning.

4. UDO Section 8.3.E.3 "Street Projections"

When a property is platted that abuts other unplatted tracts, the property is required to project a public street or Public Way to the tracts to enable future vehicular connections. The subject property abuts unplatted tracts on its northern side that are not conducive to a new public connection particularly if a public street or public

way is not being extended through the tract. Council approved this modification with the previous PDD rezoning.

5. UDO Section 7.5 "Signs"

Signs are permitted according to the applicable zoning districts in order to promote an attractive community, foster traffic safety, and enhance the effective communication and exchange of ideas and commercial information. In lieu of signage allowed under SC Suburban Commercial standards, the applicant is requesting modifications to sign allowances for the 7.5 acre property. The proposal includes one freestanding sign oriented to State Highway 6 in accordance with GC General Commercial standards and one freestanding sign oriented to Longmire Drive in accordance with SC Suburban Commercial standards (the maximum height of the sign may not exceed the eave height of the structure to which it most closely relates and the sign must be adjacent to and orient to the freeway). This is a new modification being requested through this PDD rezoning.

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

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area: The proposed development will consist of structures that are compatible with the surrounding neighborhoods by using materials commonly used within the residential area. Under the SC Suburban Commercial zoning district each building is required by ordinance to provide architectural relief elements. The proposed land uses being neighborhood-oriented, with the exception of a funeral home, will provide a variety of land uses within an easy distance to nearby residential units for vehicle and pedestrian traffic. The proposal will be in harmony with the character of the surrounding area as presented.

2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section: The Concept Plan reflects the policies, goals and objectives of the Comprehensive Plan as it relates to land use and character, connectivity, and neighborhood integrity. The Suburban Commercial designation in the Comprehensive Plan Future Land Use and Character Map is intended for development that is compatible with surrounding residential uses, as proposed with this PDD. Upon platting, the subject property will be required to provide additional right-of-way along Longmire Drive in order to comply with the Thoroughfare Plan. In addition, several components are proposed to promote and protect neighborhood integrity:

- a) Buildings within Phase 1 will have 35-percent masonry (stone, brick, tile, or a concrete product simulating one of these materials) on the primary entrance façade and 15- to 20-percent on other facades visible from a right-of-way. No percentages have been specified for Phases 2 and 3. There are increased minimum percentages from Non-Residential Architectural Standards which require 25-percent on façades facing a right-of-way and 10-percent on all other facades visible from a right-of-way.
- b) The dumpster will be located away from residential uses.
- c) Maximum building height is 2 stories and 24-foot eave height for a 2 story structure. Overall height maximum is 35-feet to the peak of the roof.

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development: The proposed land use with the addition of some compatibility components is consistent with the level of development

occurring in the immediate vicinity. The development abutting State Highway 6 on the northern and southern sides include self storage and office. Development has not occurred on the northern side of the subject tract on the Longmire Drive side, though this area is zoned O Office and GC General Commercial. As proposed, the Suburban Commercial and Office uses will be compatible adjacent to the abutting single-family residences and add a variety of land uses in the area which increases the interest and versatility of the area.

4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association: There are no residential uses proposed for this development.

6. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities: The development includes a proposed Access Way, which will be dedicated during the platting process. The applicant is proposing the sidewalk within the Access Way be constructed with Phase 1. A public sidewalk currently exists along Longmire Drive. Private cross access will be provided for traffic to go between each phase of development and to adjacent properties. In addition, right-of-way will be dedicated along Longmire Drive when the applicable phases are platted. Meritorious modifications are being requested for street projections.

7. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity: This development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity as proposed.

8. 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 dedication of an Access Way, applicable when platted, will provide pedestrian and bicycle accommodations through the subject tract which would also be accommodated through the provision of the required public street/Public Way. A vehicular access point may be accommodated on State Highway 6 through the use of a deceleration lane.

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. Concept Plan
5. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 7, 2013
Advertised Council Hearing Dates: March 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:

Springbrook HOA and Bridle Gate Estates HOA

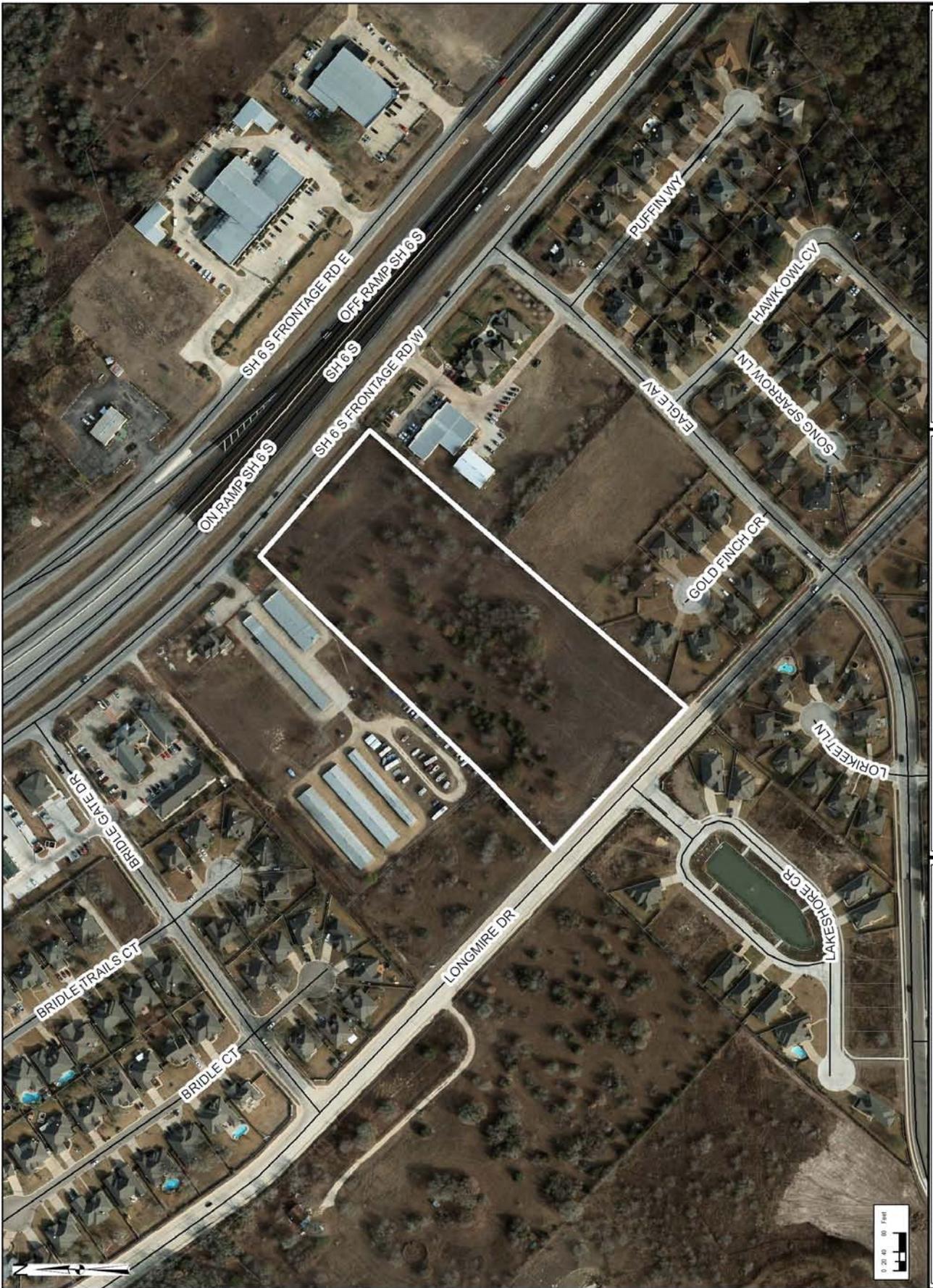
Property owner notices mailed: 22
Contacts in support: None
Contacts in opposition: 1
Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Commercial	GC General Commercial	Self Storage
South	Suburban Commercial and General Suburban	R-1 Single-Family Residential and GC General Commercial	Single-Family and Office
East (across SH 6)	General Commercial	GC General Commercial	Office
West (across Longmire Drive)	Suburban Commercial	R-1 Single-Family Residential	Single-Family

DEVELOPMENT HISTORY

Annexation: October 1983
Zoning: A-O Agricultural-Open upon annexation
PDD Planned Development District in July 2012
Final Plat: Unplatted
Site development: Vacant



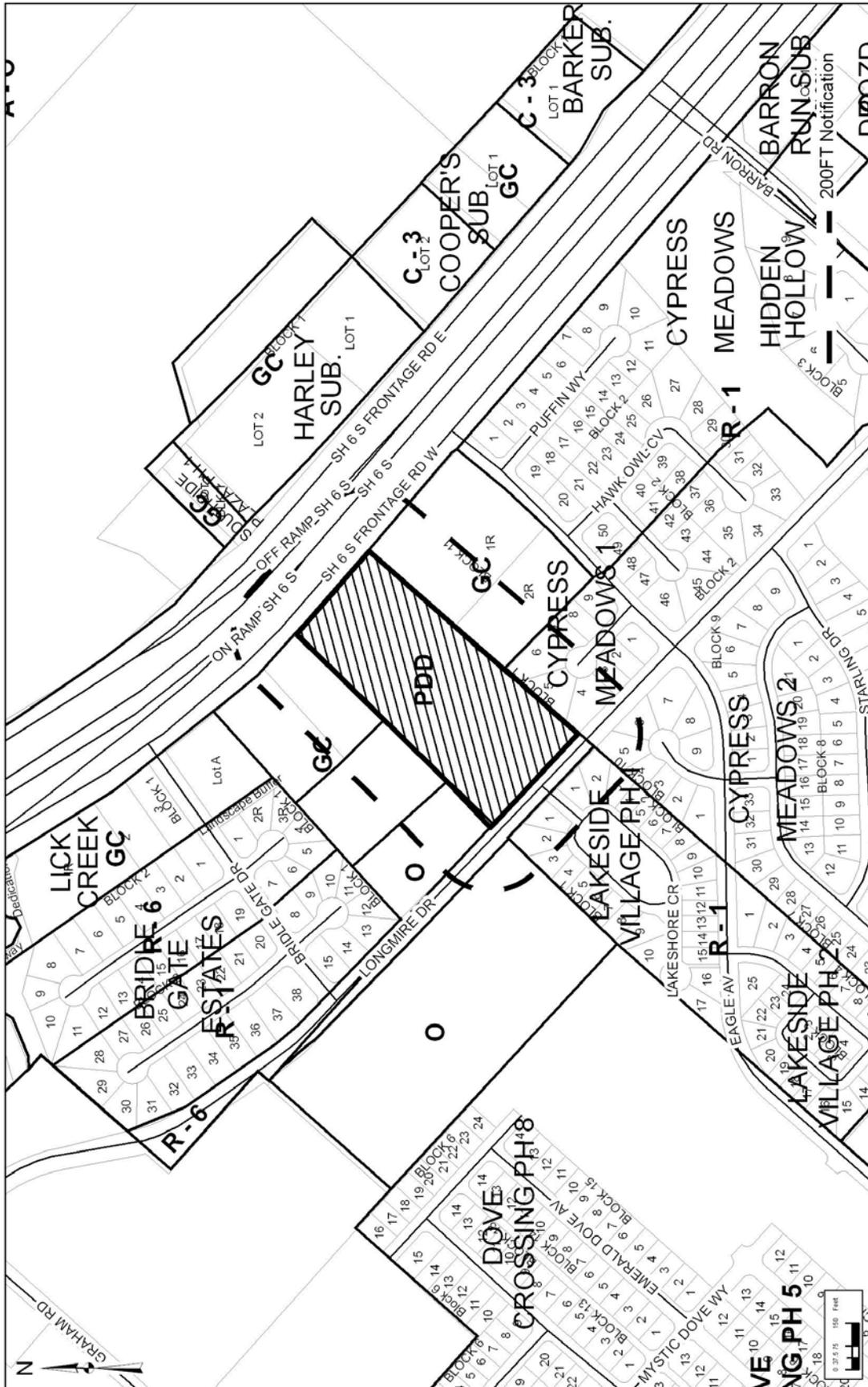
Case: 13-020

4080 STATE HIGHWAY 6 S

DEVELOPMENT REVIEW



REZONING



Zoning Districts

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



DEVELOPMENT REVIEW

4080 STATE HIGHWAY 6 S

REZONING

Case: 13-020

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

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

COMMISSIONERS ABSENT: Jerome Rektorik

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Bob Cowell, Alan Gibbs, Jason Schubert, Matt Robinson, Teresa Rogers, Joe Guerra, Carla Robinson, Jennifer Pate, and Brittany Caldwell

1. **Call Meeting to Order**

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

Regular 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 7.5 acres located at 4080 State Highway 6 South from PDD Planned Development District to PDD Planned Development District, with amendments to the previously approved concept plan. **Case # 13-00900020 (T. Rogers)**

Staff Planner Rogers presented the rezoning and recommended approval with the condition the rezoning maintain compliance with the base zoning district standards for all building plot signage, for streetscaping along State Highway 6, and for construction of the Access Way with Phase 2 of the development.

There was general discussion amongst the Commission and Staff regarding the proposed modifications.

Natalie Ruiz, IPS Group, gave a presentation regarding the applicant’s proposed changes to the previously approved concept plan.

Chairman Ashfield opened the public hearing.

Gary Ives, President of Springbrook HOA, stated there were some members that had strong concern about the development, but the HOA did not take a position on the rezoning.

Lin Jun-Chih Gisela, 3904 Puffin Way, College Station, Texas, spoke in opposition to the rezoning.

Chairman Ashfield closed the public hearing.

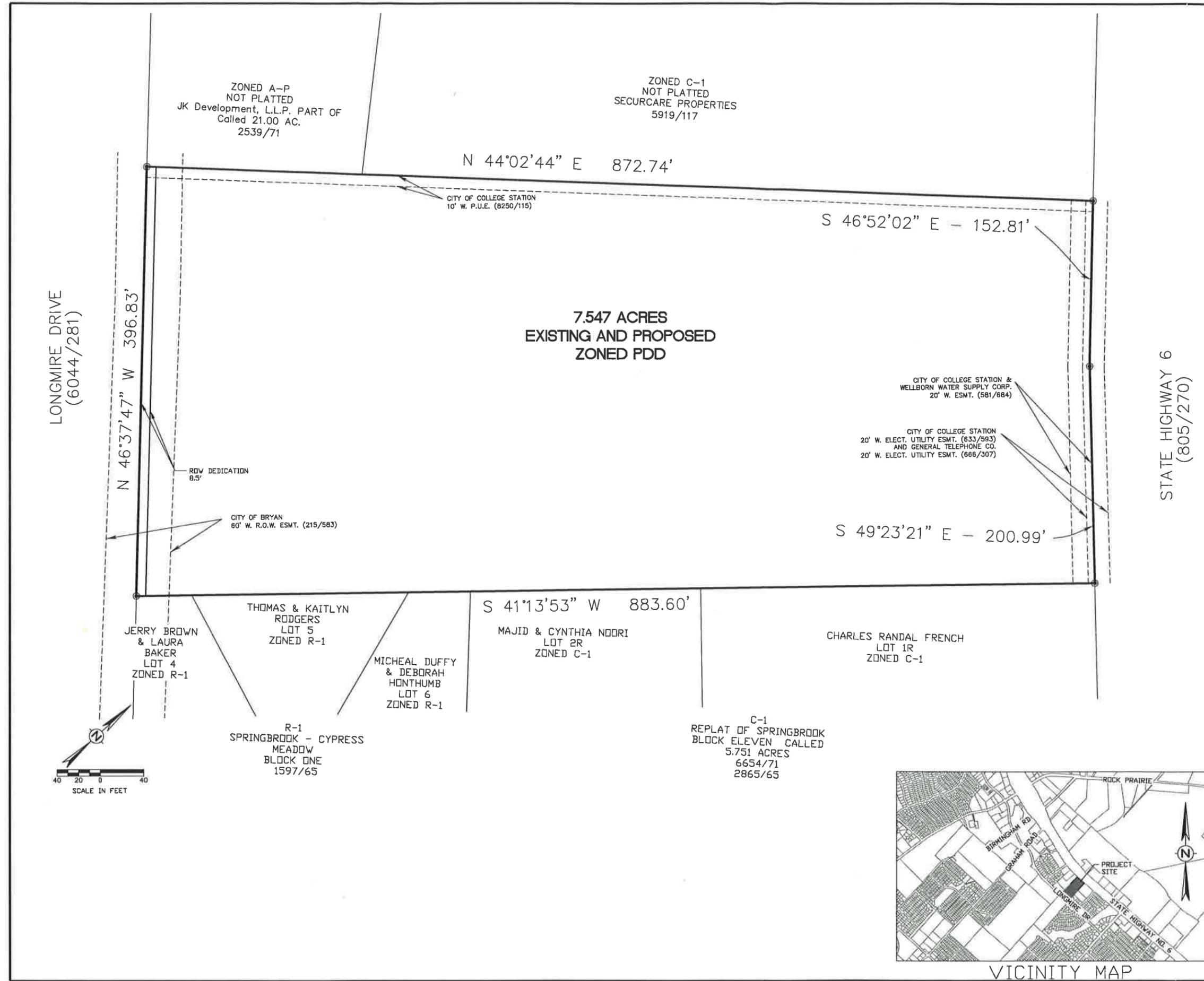
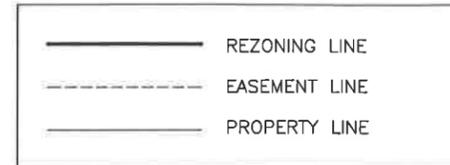
There was general discussion amongst the Commission and the applicant regarding the modifications.

Chairman Ashfield motioned to recommend approval of the rezoning and the previously modifications approved by City Council with the addition of the following: allow a freestanding sign on State Highway 6 that is in accordance with General Commercial, allow a freestanding sign on Longmire Drive that is in accordance with Suburban Commercial, and allow the applicant's request to move the streetscaping by requiring that 21,000 landscape points be provided in Phase 1. Commissioner Warner seconded the motion, motion passed (6-0).

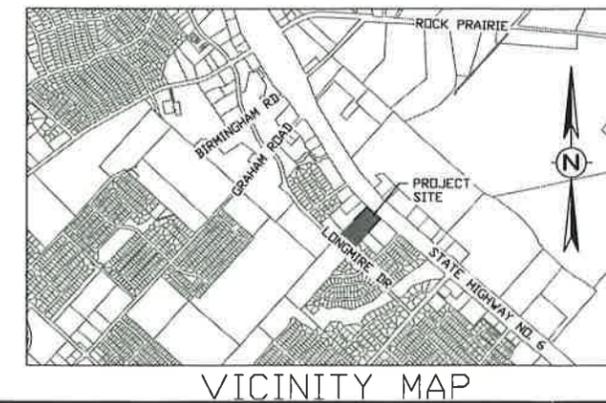
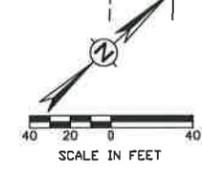
8. Adjourn.

The meeting was adjourned at 8:08 p.m.

LEGEND



- NOTES:**
1. NORTH ORIENTATION IS BASED ON ROTATING THE SOUTHEAST LINE TO GRID NORTH (NAD83 CORS96) STATE PLANE CENTRAL ZONE.
 2. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 48041C0310E, EFFECTIVE MAY 16, 2012.
- EASEMENT NOTES:**
1. THE CITY OF BRYAN R.O.W. ESMT. IN 98/73 MAY AFFECT THIS TRACT BUT NO ABOVE GROUND EVIDENCE WAS FOUND. (BLANKET EASEMENT - CANNOT BE PLOTTED)
 2. THE WELLBORN WATER SUPPLY CORP. 20' W. ESMT. IN 255/587 MAY AFFECT THIS TRACT BUT NO EVIDENCE WAS FOUND. IT WAS POSSIBLY ALONG HIGHWAY 6 BEFORE ADDITIONAL R.O.W. WAS TAKEN. (THE LOCATION OF THIS EASEMENT IS MOST LIKELY WITHIN THE CURRENT SH 6 ROW)
 3. THE GENERAL TELEPHONE COMPANY 10' W. ESMT. IN 413/793 MAY AFFECT THIS TRACT BUT NO EVIDENCE WAS FOUND. IT WAS POSSIBLY ALONG HIGHWAY 6 BEFORE ADDITIONAL R.O.W. WAS TAKEN. (THE LOCATION OF THIS EASEMENT IS MOST LIKELY WITHIN THE CURRENT SH 6 ROW)
 4. THE CITY OF BRYAN R.O.W. ESMT. IN 489/406 MAY AFFECT THIS TRACT BUT NO ABOVE GROUND EVIDENCE WAS FOUND. (THE LOCATION OF THIS EASEMENT IS MOST LIKELY WITHIN THE CURRENT SH 6 ROW)



ZONING MAP

7.547 ACRES
HILLIER FUNERAL HOME
COLLEGE STATION
EXISTING & PROPOSED ZONING
PDD - PLANNED DEVELOPMENT DISTRICT

ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

APRIL 2012
REV. MAY 2012
REV. JAN. 2013

SCALE: 1" = 40'

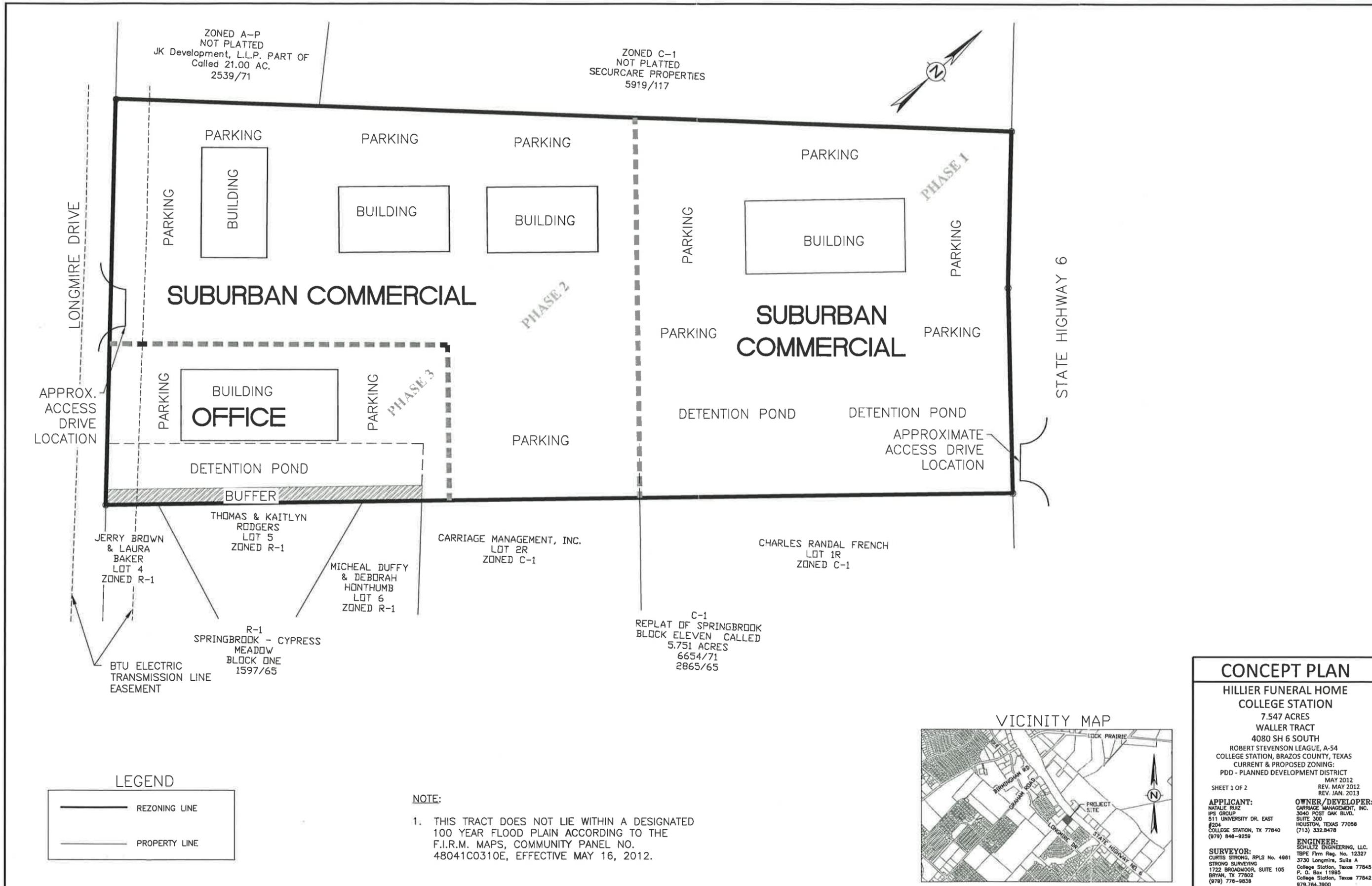
OWNER/DEVELOPER:
CARRIAGE MANAGEMENT, INC.
3040 POST OAK BLVD. SUITE 300
HOUSTON, TEXAS 77056
(713) 332-8478

SURVEYOR:
CURTIS STRONG, RPLS No. 4981
STRONG SURVEYING
1722 BROADMOOR, SUITE 105
BRYAN, TX 77802
(979) 776-9838

ENGINEER:
SCHULTZ ENGINEERING, LLC.
TBPE Firm Reg. No. 12327
3730 Longmire, Suite A
College Station, Texas 77845
P. O. Box 11995
College Station, Texas 77842
979.764.3900

APPLICANT:
NATALIE RUIZ
IPS GROUP
511 UNIVERSITY DR. EAST
#204
COLLEGE STATION, TX 77840
(979) 848-8259

13:20
2/18/13
9:45
PK



ZONED A-P
NOT PLATTED
JK Development, L.L.P. PART OF
Called 21.00 AC.
2539/71

ZONED C-1
NOT PLATTED
SECURCARE PROPERTIES
5919/117



PARKING BUILDING
PARKING BUILDING BUILDING

PARKING BUILDING
PARKING

SUBURBAN COMMERCIAL

SUBURBAN COMMERCIAL

PARKING BUILDING
OFFICE

PARKING DETENTION POND DETENTION POND
APPROXIMATE ACCESS DRIVE LOCATION

DETENTION POND

BUFFER

JERRY BROWN & LAURA BAKER
LOT 4
ZONED R-1

THOMAS & KAITLYN RODGERS
LOT 5
ZONED R-1

MICHEAL DUFFY & DEBORAH HONTHUMB
LOT 6
ZONED R-1

CARRIAGE MANAGEMENT, INC.
LOT 2R
ZONED C-1

CHARLES RANDAL FRENCH
LOT 1R
ZONED C-1

C-1
REPLAT OF SPRINGBROOK
BLOCK ELEVEN CALLED
5.751 ACRES
6654/71
2865/65

R-1
SPRINGBROOK - CYPRESS
MEADOW
BLOCK ONE
1597/65

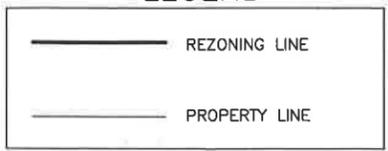
BTU ELECTRIC TRANSMISSION LINE EASEMENT

LONGMIRE DRIVE

APPROX. ACCESS DRIVE LOCATION

STATE HIGHWAY 6

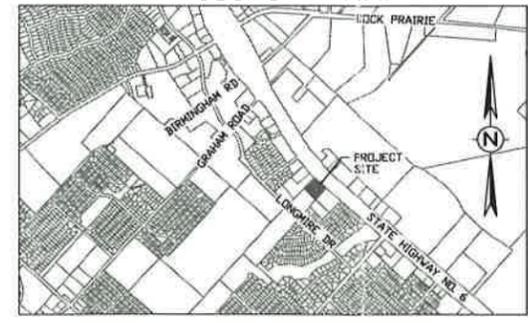
LEGEND



NOTE:

1. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 48041C0310E, EFFECTIVE MAY 16, 2012.

VICINITY MAP



CONCEPT PLAN

**HILLIER FUNERAL HOME
COLLEGE STATION**
7.547 ACRES
WALLER TRACT
4080 SH 6 SOUTH
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS
CURRENT & PROPOSED ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT

SHEET 1 OF 2
MAY 2012
REV. MAY 2012
REV. JAN. 2013

APPLICANT:
NATALIE RUIZ
IPS GROUP
511 UNIVERSITY DR. EAST
#204
COLLEGE STATION, TX 77840
(979) 848-9259

OWNER/DEVELOPER:
CARRIAGE MANAGEMENT, INC.
3040 POST OAK BLVD.
SUITE 300
HOUSTON, TEXAS 77058
(713) 332-8478

ENGINEER:
SCHULTZ ENGINEERING, L.L.C.
TBP Firm Reg. No. 12327
3730 Longmire, Suite A
College Station, Texas 77845
P. O. Box 11995
College Station, Texas 77842
979.764.3900

13.20
2.1813
9.45
RK

1. The base zoning districts and land uses for this property are as follows:

Phase 1:

Base zoning district - SC Suburban Commercial

Use regulations - SC Suburban Commercial with the following additions:

Permitted Uses - Funeral Homes

Prohibited Uses - Commercial amusements, fuel sales and crematoriums

Phase 2:

Base zoning district - SC Suburban Commercial

Use regulations - SC Suburban Commercial with the following additions:

Prohibited Uses - Commercial amusements, fuel sales and crematoriums

Phase 3:

Base zoning district - O Office

Use regulations - O Office

2. The range of building heights are as follows:

Phases 1, 2 & 3:

Maximum building height is 2 stories and 24' eve height for a 2 story structure. Overall height maximum is 35' to the peak of the roof.

3. The storm water drainage from this site will be taken to the Longmire Drive storm sewer system, the SH 6 right-of-way or to an existing drainage path on the adjacent property. Storm water requirements will be in accordance with the B/CS Unified Stormwater Design Guidelines.

4. The detention ponds for this site will be generally located as shown on this plan.

5. A buffer will be provided as shown on the concept plan.

6. Phase 1 Building Façade Enhancements:

The building façade standards for brick, stone, marble, granite, tile or specified concrete product will be modified as follows:

- East Elevation, Façade facing State Highway 6 - Increase from 25% to 35%
- West Elevation, Façade opposite State Highway 6 - Maintain 10%
- North Elevation, Façade facing Self Storage Facility - Increase from 10% to 15%
- South Elevation, Façade facing Stylecraft Facility - Increase from 10% to 20%

7. Site lighting located on the buildings or in the parking areas is proposed to ensure the security and safety of the users of the site and will strive to be compatible with the surrounding neighborhoods.

8. The general bulk or dimensional variations (meritorious modifications) sought are as follows:

UDO Section 7.5.D 1&2 - Streetscape requirements. Due to the existing overhead electrical transmission line and the easement which prevents the placement of trees near the Longmire Drive right-of-way, it is requested that the required streetscape trees be allowed to be within 60' of the property line instead of 50' along Longmire Drive. Streetscape trees in Phase 1 may be distributed throughout Phase 1 as designed by a registered landscape architect with the condition that the site contain a minimum of 21,000 landscaping points*. (*This represents approximately 3.5 times the required landscaping points.)

UDO Section 8.3.E.3.a - Waiver to Street Projections. This project will not provide street projections to unplatted adjoining lots.

UDO Section 8.3.G.2.b - Waiver to Block Length Requirements. This project will not provide a public street or public way to break the block length created by Eagle Avenue, Longmire Drive, Bridle Gate Drive and the SH 6 Frontage Road.

UDO Section 7.5 - Signs. Phase 1 will be allowed one freestanding sign in accordance with the GC General Commercial standards oriented to State Highway 6. Phases II and III will also be allowed one freestanding sign in accordance with the SC Suburban Commercial standards oriented to Longmire Drive.

9. Private cross access will be provided for traffic to go between each section of this development, the 2 unplatted properties to the north and to the undeveloped tract to the south. This cross access will allow traffic from this development and the adjoining tracts to each have access to the SH 6 Frontage Road, Eagle Avenue, and Longmire Drive. The location of this cross access will be determined at platting or site plan submittal. To improve overall mobility, the access drive from the SH 6 Frontage Road to Longmire Drive will be constructed initially in Phase 1

10. An access way from SH6 to Longmire Drive will be provided for a pedestrian connection. The location of the access way will be determined at the platting or site planning stage. The 5' sidewalk will be constructed with phase one within a 15' public access easement adjacent to the private cross access easement. To encourage pedestrian use, the easement and sidewalk will terminate at a crosswalk into the main entrance of the funeral home. The access easement and sidewalk will stub out to the adjacent platted commercial lot to the south. The 15' access easement will be dedicated at the time of plat.

11. The range of building sizes for:

Phase 1 - Maximum of 15,000 SF*

Phase 2 - Maximum of 8,000 SF

Phase 3 - Maximum of 6,000 SF

**Due to the unique operational characteristics of a funeral home, the square footage calculations for the funeral home are limited to the interior areas that are heated and cooled. Outdoor covered patios and porte cochere's are excluded from the square footage calculations.*

Total Estimated Building Square Footage for the building plot is less than 50,000 SF which includes 15,000 SF in Phase 1, 29,000 SF in Phase 2, and 6,000 SF in Phase 3.

12. Solid waste dumpsters shall be located away from the adjacent residential uses.

CONCEPT PLAN

HILLIER FUNERAL HOME
COLLEGE STATION

7.547 ACRES
WALLER TRACT
4080 SH 6 SOUTH

ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS
CURRENT & PROPOSED ZONING:
PDD - PLANNED DEVELOPMENT DISTRICT

MAY 2012
REV. MAY 2012
REV. JAN. 2013

APPLICANT:
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TBPE Firm Reg. No. 12327
3730 Longmire, Suite A
College Station, Texas 77845
P. O. Box 11995
College Station, Texas 77842
979.764.3900

SURVEYOR:
CURTIS STRONG, RP/LS No. 4961
STRONG SURVEYING
1722 BROADMOOR, SUITE 105
BRYAN, TX 77802
(979) 775-9836

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", Exhibit "B", and Exhibit "C", attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this 28th day of March, 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, as shown graphically in Exhibit "B", and with a Concept Plan as described and shown graphically in Exhibit "C":

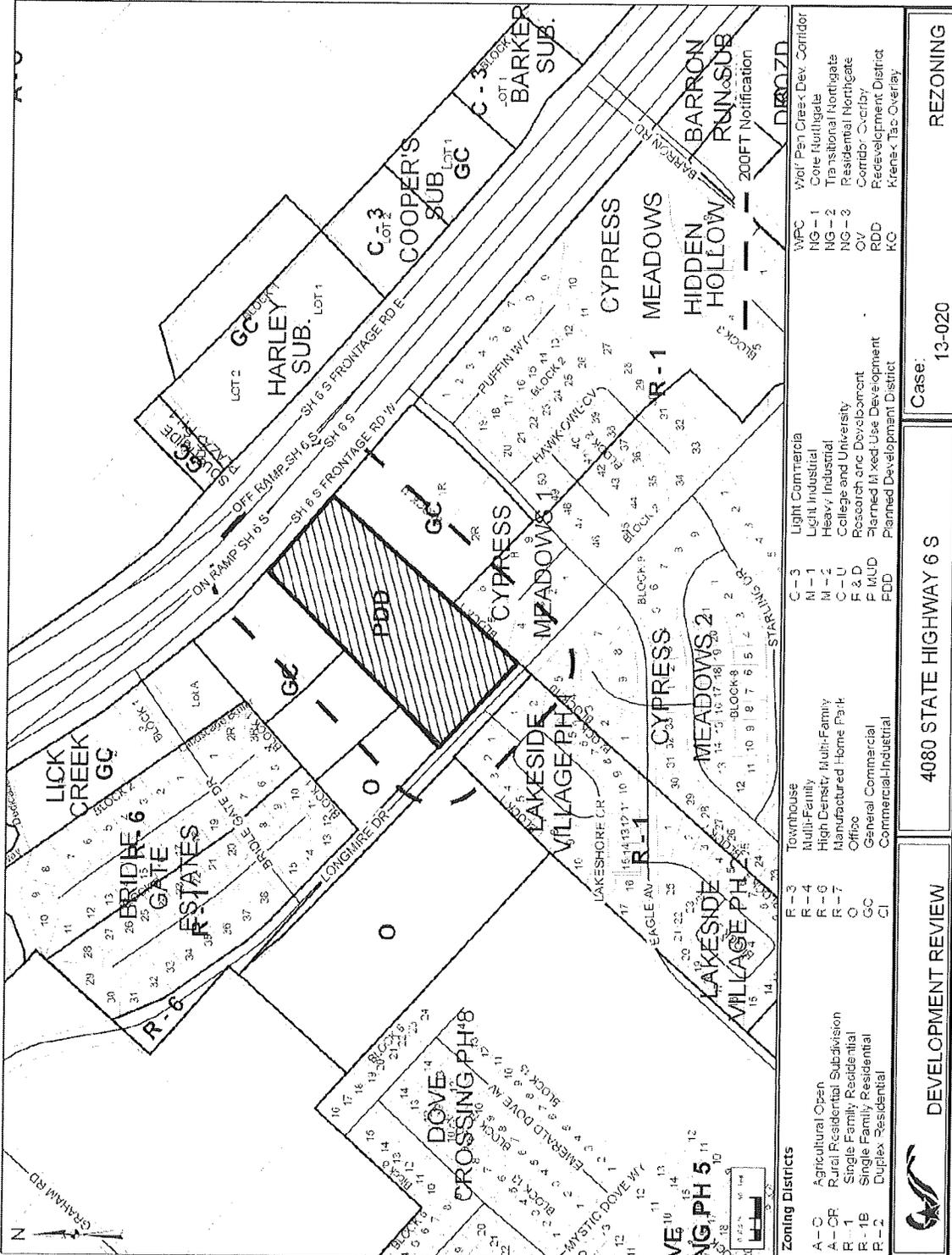
**FIELD NOTES
7.547 ACRES
OUT OF THE
PEYTON WALLER
CALLED 22.796 ACRE TRACT
VOLUME 327, PAGE 90
ROBERT STEVENSON LEAGUE, A - 54
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
MARCH 21, 2012**

All that certain lot, tract or parcel of land being 7.547 acres situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas and being a part of that certain Called 22.796 acre tract as described in deed from Joseph S. Osoba and wife Mildred L. Osoba to Peyton Waller of record in Volume 327, Page 90, Deed Records of Brazos County, Texas, said 7.547 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap found in the northeast Right-of-Way line of Longmire Drive for the most westerly corner, said corner being located in the northwest line of said Called 22.796 acre tract;
THENCE N 44 ° 02 ' 44 " E, along the northwest line of said Called 22.796 acre tract a distance of 872.74 feet to a 1/2" Iron Rod with Cap set for the most northerly corner, said corner being located in the southwest Right-of-Way line of State Highway No. 6, a 1/2" Iron Rod with cap found for reference bears N 46 ° 52 ' 02 " W a distance of 257.25 feet;
THENCE S 46 ° 52 ' 02 " E, along the southwest Right-of-Way line of said State Highway No. 6 a distance of 152.81 feet to a Concrete Right-of-Way Monument found for angle point;
THENCE S 49 ° 23 ' 21 " E, continuing along said southwest Right-of-Way line a distance of 200.99 feet to a 5/8" Iron Rod found for the most easterly corner, said corner being located in the southeast line of said Called 22.796 acre tract;
THENCE S 41 ° 13 ' 53 " W, along the southeast line of said Called 22.796 acre tract a distance of 883.60 feet to a 1/2" Iron Rod with Cap found for the most southerly corner, said corner being located in the northeast Right-of-Way line of said Longmire Drive;
THENCE N 46 ° 37 ' 48 " W, along the northeast Right-of-Way line of said Longmire Drive a distance of 396.83 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 7.547 ACRES OF LAND MORE OR LESS, according to a survey performed on March 21, 2012, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the northwest line to GRID North (CORS96) State Plane Central Zone. For adjoiner and other information, see accompanying plat.



EXHIBIT "B"



Zoning Districts	4080 STATE HIGHWAY 6 S	REZONING
A-C Agricultural Open		
A-CR 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		
F & D Research and Development		
F MUD Planned Mixed Use Development		
PDD Planned Development District		
R-1 Single-Family Residential		
R-1 Planned Mixed Use Development		
C-3 Light Commercial		
M-1 Light Industrial		
M-2 Heavy Industrial		
C-U College and University		
F & D Research and Development		
F MUD Planned Mixed Use Development		
PDD Planned Development District		
WPC Wolf Pen Creek Dev. Corridor		
NG-1 Cone Hillgate		
NG-2 Transitional Northgate		
NG-3 Residential Northgate		
OV Corridor Overlay		
RDD Redevelopment District		
KC Krenak Tax Overlay		

EXHIBIT “C”

Statement of Purpose & Intent:

The purpose of the PDD is to allow the development of the subject property in accordance with the City’s Comprehensive Plan providing commercial activities along the Earl Rudder Freeway frontage and stepping down commercial development intensity closer to Longmire Drive and the residential neighborhoods.

Base Zoning Districts:

Phase 1 meets the SC Suburban Commercial zoning district uses and requirements, with the addition of funeral homes as a permitted use. In addition, commercial amusements, fuel sales, and crematoriums are prohibited uses.

Phase 2 meets the SC Suburban Commercial zoning district uses and requirements. Commercial amusements, fuel sales, and crematoriums are prohibited uses.

Phase 3 meets the O Office zoning district uses and requirements.

Approved Meritorius Modifications to Subdivision and/or Site Development Standards:

UDO Section 7.5 “Signs”

In lieu of signage allowed under SC Suburban Commercial standards, the 7.5 acre property is allowed one freestanding sign on State Highway 6 in accordance with GC General Commercial standards and one freestanding sign on Longmire Drive in accordance with SC Suburban Commercial standards (the maximum height of the sign may not exceed the eave height of the structure to which it most closely relates and the sign must be adjacent to and orient to the Freeway).

UDO Section 7.6.D.1 “Streetscape Requirements”

Not require streetscape trees along State Highway 6 South with the condition a minimum of 21,000 landscape points are provided for Phase 1.

UDO Section 7.6.D.2 “Streetscape Requirements”

Allow required streetscape trees along Longmire Drive to be located within 60 feet of the property line instead of 50 feet.

UDO Section 8.3.E.3 “Street Projections”

Not require street projections to unplatted adjoining lots.

UDO Section 8.3.G.2 “Blocks”

Not require a public street or public way to break the block length created by Eagle Avenue, Longmire Drive, Bridle Gate Drive, and the SH 6 Frontage Road.

Concept Plan Notes:

1. The base zoning districts and land uses for this property are as follows:

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Base zoning district - SC Suburban Commercial

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Permitted Uses - Funeral Homes

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2. The range of building heights are as follows:

Phases 1, 2 & 3:

Maximum building height is 2 stories and 24' eave height for a 2 story structure. Overall height maximum is 35' to the peak of the roof.

3. The storm water drainage from this site will be taken to the Longmire Drive storm sewer system, the SH 6 right-of-way or to an existing drainage path on the adjacent property. Storm water requirements will be in accordance with the B/CS Unified Stormwater Design Guidelines.

4. The detention ponds for this site will be generally located as shown on this plan.

5. A buffer will be provided as shown on the concept plan.

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The building façade standards for brick, stone, marble, granite, tile or specified concrete product will be modified as follows:

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10. An access way from SH6 to Longmire Drive will be provided for a pedestrian connection. The location of the access way will be determined at the platting or site planning stage. The 5' sidewalk will be constructed with phase one within a 15' public access easement adjacent to the private cross access easement. To encourage pedestrian use, the easement and sidewalk will terminate at a crosswalk into the main entrance of the funeral home. The access easement and sidewalk will stub out to the adjacent platted commercial lot to the south. The 15' access easement will be dedicated at the time of plat.

11. The range of building sizes for:

Phase 1 - Maximum of 15,000 SF*

Phase 2 - Maximum of 8,000 SF

Phase 3 - Maximum of 6,000 SF

**Due to the unique operational characteristics of a funeral home, the square footage calculations for the funeral home are limited to the interior areas that are heated and cooled. Outdoor covered patios and porte cochere's are excluded from the square footage calculations.*

Total Estimated Building Square Footage for the building plot is less than 50,000 SF which includes 15,000 SF in Phase 1, 29,000 SF in Phase 2, and 6,000 SF in Phase 3.

12. Solid waste dumpsters shall be located away from the adjacent residential uses.

March 28, 2013
Regular Agenda Item No. 3
Right-of-Way Abandonment
College Heights, Block B, Lots 3-6 & 7-10

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 0.10 acre right-of-way, which is located on Lots 3-10 of Block B of the College Heights Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Initiatives: Core Services and Infrastructure, and a Diverse Growing Economy

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

Summary: This right-of-way abandonment eliminates an unimproved section of alley which has no access to a public right-of-way. Another portion of the alley had been abandoned previously, creating an island section of right-of-way with no access from a public right-of-way. There is a public sanitary sewer line in the subject portion of right-of-way to be abandoned. As a condition of this abandonment, an easement will need to be maintained with this ordinance.

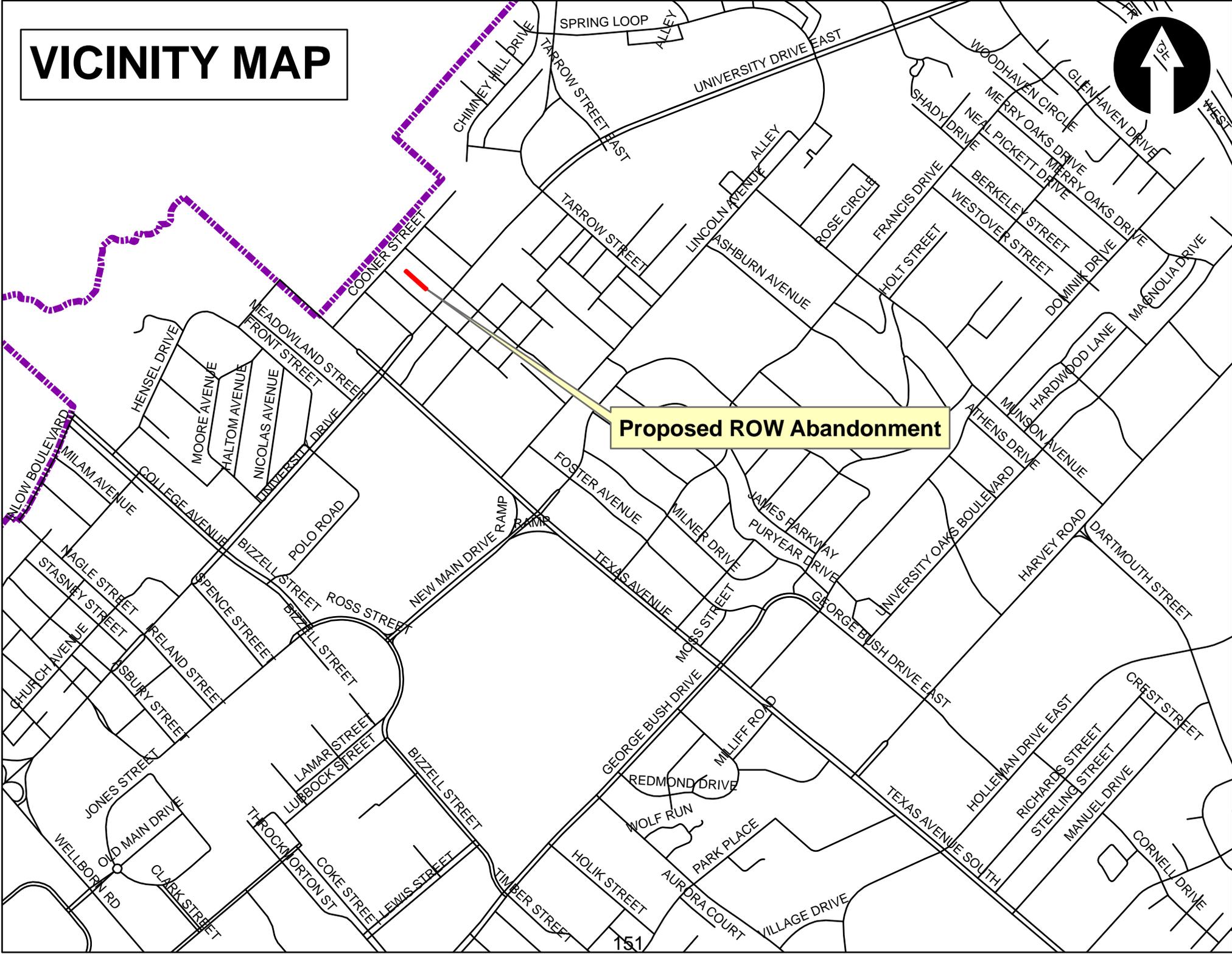
The 0.10 acre, 15-foot wide unimproved public alley to be abandoned is located on Lots 3-10 of Block B of the College Heights Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas.

Budget & Financial Summary: N/A

Attachments:

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
- Ordinance Exhibit "A" (Metes and Bounds)
4. Application for Abandonment (On file at the City Engineer's Office)

VICINITY MAP



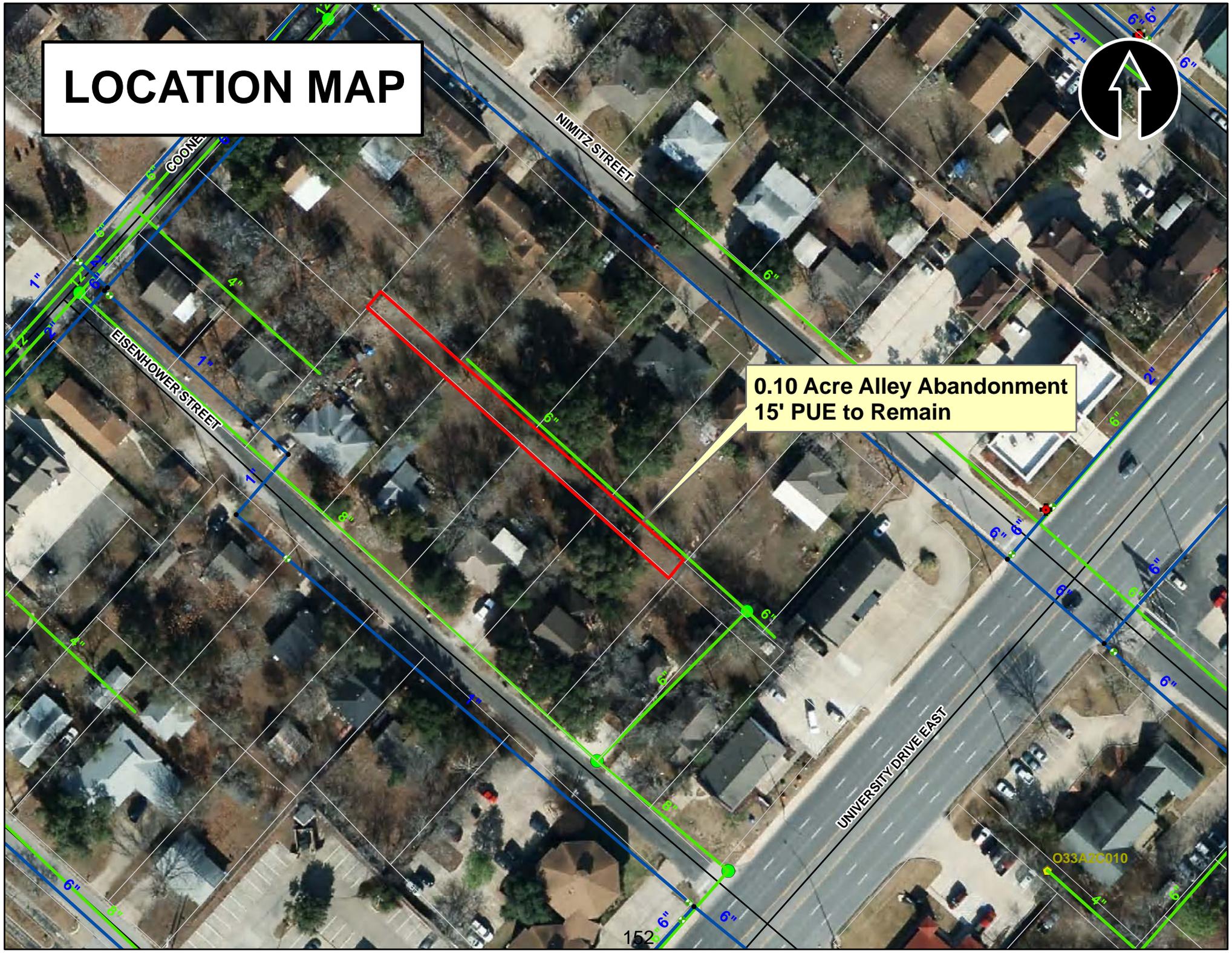
Proposed ROW Abandonment

151

LOCATION MAP



**0.10 Acre Alley Abandonment
15' PUE to Remain**



O33A2C010

152

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.10 ACRE PORTION OF THE 15-FOOT WIDTH RIGHT OF WAY, SAID PORTION LYING ALONG LOTS 3-10, BLOCK B, OF THE COLLEGE HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 15-foot Width Right-of-Way, said portion lying along Lots 3-10, Block B, of the College Heights Subdivision, according to the plat recorded in Volume 7623, Page 231, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

WHEREAS, in order for the Right-of-Way 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 Right-of-Way described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities.
2. Other than as set forth herein, there is no public need or use for the Right-of-Way;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the Right-of-Way;
4. As set forth in this ordinance, abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers;
5. Utility infrastructure exists within the Right-of-way and the City has a continuing need for currently remaining public utilities to

remain within the Right-of-way, and said uses are expressly not abandoned herein.

PART 2: That the Right-of-Way as described in Exhibit "A" be abandoned and vacated by the City only upon completion of the following condition:

1. The City shall retain a public utility easement on the area to be abandoned.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

APPROVED:

NANCY BERRY, Mayor

ATTEST:

SHERRY MASHBURN, City Secretary

APPROVED:



Carla A. Robinson
City Attorney

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
OF A
0.10 ACRE TRACT
PORTION OF 15' ALLEY, BLOCK 'B'
COLLEGE HEIGHTS
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A 15' ALLEY, BLOCK 'B', COLLEGE HEIGHTS ACCORDING TO THE PLAT RECORDED IN VOLUME 124, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A POINT ON THE SOUTHWEST LINE OF SAID ALLEY MARKING THE NORTH CORNER OF LOT 11 AND THE EAST CORNER OF LOT 10 OF SAID BLOCK 'B'. FOR REFERENCE, A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF EISENHOWER STREET MARKING THE COMMON CORNER OF SAID LOTS 10 AND 11 BEARS: S 41° 24' 06" W FOR A DISTANCE OF 137.50 FEET (PLAT CALL AND MEASURED DISTANCE);

THENCE: N 49° 33' 35" W ALONG THE SOUTHWEST LINE OF SAID ALLEY FOR A DISTANCE OF 300.00 FEET (PLAT CALL AND MEASURED DISTANCE, 124/259) TO A POINT MARKING THE NORTH CORNER OF LOT 7 OF SAID BLOCK 'B';

THENCE: N 41° 23' 58" E ALONG THE NORTHWEST LINE OF SAID BLOCK 'B' FOR A DISTANCE OF 15.00 FEET (PLAT CALL AND MEASURED DISTANCE, 124/259) TO A POINT MARKING THE WEST CORNER OF LOT 6 OF SAID BLOCK 'B';

THENCE: S 49° 33' 35" E ALONG THE NORTHEAST LINE OF SAID ALLEY FOR A DISTANCE OF 300.00 FEET (PLAT CALL AND MEASURED DISTANCE, 124/259) TO A POINT MARKING THE WEST CORNER OF LOT 2 AND THE SOUTH CORNER OF LOT 3 OF SAID BLOCK 'B'. FOR REFERENCE, A ¼ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF NIMITZ STREET MARKING THE COMMON CORNER OF SAID LOTS 2 AND 3 BEARS: N 41° 24' 06" E FOR A DISTANCE OF 137.73 FEET (PLAT CALL DISTANCE: 137.50 FEET);

THENCE: S 41° 24' 06" W THROUGH SAID ALLEY FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.10 OF AN ACRE OF LAND (4499 SQ. FT.), AS SURVEYED ON THE GROUND JULY, 2012. SEE PLAT PREPARED DECEMBER, 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

C:/WORK/MAB/12-882

