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Mayor

Nancy Berry

Mayor Pro Tem

Karl Mooney

Interim City Manager

Kathy Merrill

Council members

Blanche Brick

Jess Fields

John Nichols

Julie M. Schultz

James Benham

Agenda
College Station City Council
Regular Meeting
Thursday, August 08, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

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

Consent Agenda

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.
 - a. Presentation, possible action, and discussion of minutes for:
 - July 25, 2013 Workshop
 - July 25 2013 Regular Council Meeting
 - b. Presentation, possible action, and discussion regarding moving the October 10, 2013 Regular Meeting date to Monday, October 7, 2013.
 - c. Presentation, possible action, and discussion regarding change order #1 to the professional services contract with HDR Engineering, Inc. in the amount of \$105,427.80 for the University Drive Pedestrian Improvements Phase 2 Preliminary Engineering Report (PER).

- d. Presentation, possible action and discussion regarding construction contract 13-267 in the amount of \$3,929,599.12 to Dudley Construction Ltd for the construction of synthetic turf athletic fields at Veterans Park.
- e. Presentation, possible action and discussion regarding an ILA with Texas A&M University to split the cost of a consultant contract to perform a traffic study to update the City's Go With the Green plan.
- f. Presentation, possible action and discussion regarding a consultant contract with Freese and Nichols to conduct a Texas A&M home football game traffic study and update the City's Go With the Green plan. The cost of the consultant contract is \$99,223, with one-half of the contract amount being paid to the City by Texas A&M University pursuant to an ILA.
- g. Presentation, possible action, and discussion action to consider amended version #3 of the Inter-Local Agreement with Texas A&M, to provide sewer service to each other's facilities in various locations.
- h. Presentation, possible action, and discussion concerning the City Internal Auditor's Fire Department Asset Management Audit.
- i. Presentation, possible action, and discussion regarding approval of the first renewal of copying and printing services price agreements. The estimated annual expenditures related to copying and printing services are to be renewed as follows: Tops Printing \$40,000; Copy Corner \$40,000; Office Depot \$20,000; Cerqa \$20,000.
- j. Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2013-2014 Proposed Budget for Thursday August 22, 2013 at 7:00 PM in the City Hall Council Chambers.
- k. Presentation, possible action and discussion on a bid award for the purchase of various pad-mounted distribution transformers to be maintained in inventory to KBS, \$81,350.00 and Priester-Mell & Nicholson, \$30,893.00, for a total of \$112,243.00.
- l. Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of an easement needed for the Thirty Inch (30") Transmission Line Reinstallation Project (the "Project").
- m. Presentation, possible action, and discussion regarding the proposed Community Development FY 2014 (PY 2013) Action Plan and Budget.

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 approving an ordinance vacating and abandoning a 5,077-square foot public utility easement and a 624-square foot public utility easement on Lots 5R-1 and 7, Block 1 of the Graham Corner Plaza Subdivision according to the plat recorded in Volume 9326, Page 216 of the Deed Records of Brazos County, Texas.
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 75.07 acres located in Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas, more generally located south of William D. Fitch between Barron Road and Victoria Avenue from R-1 Single-Family Residential and A-O Agricultural Open to PDD Planned Development District.

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, August 08, 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 2nd day of August, 2013 at 5:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 2, 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.

August 8, 2013
Consent Agenda Item No. 2a
City Council Minutes

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

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

- July 25, 2013 Workshop
- July 25 2013 Regular Council Meeting

Attachments:

- July 25, 2013 Workshop
- July 25, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JULY 25, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy 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 Berry at 4:30 p.m. on Thursday, July 25, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 4:30 p.m. on Thursday, July 25, 2013 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- 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
- Cause No. 12-002918-CV-361; Tom Jagielski v. City of College Station; In the 361st Judicial District Court, Brazos County, Texas
- Robyn Taylor, individually and as next friend of Faith Taylor, a minor child v. Lincoln Recreation Center, Cause No. 13-001244-CV-361, in the 361st District Court, Brazos County, Texas

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

- Property located generally northwest of the intersection of First Street and Church Avenue in College Station.

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

- City Manager

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

- Economic incentives for a proposed development located near the intersection of Holleman South and Rock Prairie Road West in College Station.

The Executive Session adjourned at 6:01 p.m.

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

No action was required from Executive Session.

Presentations:

Presentation to the City of College Station by Union Pacific in recognition of the City's 75th Anniversary.

This item was postponed.

Presentation by National Sojourners, Brazos Valley Chapter 378, to Bob Hole, Cemetery Sexton.

Representatives of the Brazos Valley Chapter 378, National Sojourners, honored College Station Cemetery Sexton, Bob Hole, with a Certificate of Appreciation. In attendance were: Ellen Marquis Horner, Bob Epps, Jane Cohen, Bob Cohen, Sheila May, Shawn Crompton, Tammy Tiner, Laura Harding, and Jim Jones.

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

Item 2i was pulled for discussion.

2i: Brian Piscacek, Economic and Community Development, gave an explanation regarding the Substantial Amendment to the 2012 Annual Action Plan – HOME Investment Partnership Program Grant Funds, the reason for the amendment, and the consequences of not amending.

5. Presentation, possible action, and discussion regarding changes to the parking rates in the Northgate District.

Lance Sims, Assistant Director of Planning and Development, gave an overview of the background, process of consideration, fee structure, and fiscal projections based on changes to the parking rates in the Northgate District. Mr. Sims also addressed grace periods, economic standing, and capacity during peak seasons and events.

Jeff Kersten, Executive Director of Fiscal Services, spoke on the financial status of the parking operations.

6. Presentation, possible action, and discussion regarding an update on the College Station Economic Development Master Plan.

Bob Cowell, Director of Planning and Development, presented an introduction to this update on the Economic Development Master Plan.

Randall Heye, Economic Development Analyst, presented an overview of the purpose, previously received Phases I and II, the upcoming Phase III, strategic initiatives, and next steps of the Economic Development Master Plan.

7. Council Calendar

<u>July 30</u>	<u>Community Impact Awards Luncheon at Pebble Creek Country Club, 11:45 a.m.</u>
<u>July 31</u>	<u>Council Transportation & Mobility Committee at Room 203 Conference Room A Municipal Court, 3:30 p.m.</u>
<u>August 1</u>	<u>2013 ASA Southern National Championship Opening Ceremony at Adamson Lagoon, 9:15 a.m.</u>
<u>August 1</u>	<u>P & Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Jess Fields, Liaison)</u>
<u>August 5</u>	<u>Bicycle, Pedestrian & Greenways Advisory Board Meeting in Council Chambers, 3:00 p.m.</u>
<u>August 8</u>	<u>Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.</u>

Council reviewed the Council calendar. It was noted that the August 5th meeting of Bicycle, Pedestrian & Greenways Advisory Board Meeting in Council Chambers has been moved to August 6th at 3:00 p.m.

8. Presentation, possible action, and discussion on future agenda items: a Councilmember 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 future agenda items requested.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Berry gave reports on the Interfaith Dialogue Association and Audit Committee.

Councilmember Mooney reported on the Brazos Valley Solid Waste Management Agency Committee.

Councilmember Schultz reported on her attendance of a Joint Meeting between the City of College Station, City of Bryan and Commissioners Court regarding High Speed Rail.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:03 p.m. on Thursday, July 25, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JULY 25, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kathy Merrill, Interim City Manager
Carla Robinson, City Attorney
Tanya McNutt, Deputy 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 Berry at 7:03 p.m. on Thursday, July 25, 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.

MOTION: Upon a motion made by Councilmember Shultz and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to approve Councilmembers Benham's and Nichols' Absence Requests. The motion carried unanimously.

Citizen Comments

No citizen comments.

CONSENT AGENDA

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

- **July 8, 2013 Joint Workshop**

- July 9, 2013 Special Meeting
- July 11, 2013 Workshop
- July 11, 2013 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding approval of a contract between the City and Cherwell Software Inc. for software licensing in the amount of \$44,145 and a contract between the City and Flycast Partners for services to configure and implement the software in the amount of \$43,401, for a total project cost of \$87,546.

2c. Presentation, possible action and discussion on construction contract #13-323 for the purchase and installation of Type II, FGSMA (Fine-Graded Stone Matrix Asphalt) Hot Mix Asphalt to Knife River for an amount not to exceed \$526,000.00.

2d. Presentation, possible action, and discussion on the consideration of Ordinance 2013-3507, amending Chapter 10, “Traffic Code,” Section 2.C of the Code of Ordinances of the City of College Station changing the traffic control at the intersection of Park Place and Fairview to a four-way stop controlled intersection.

2e. Presentation, possible action, and discussion regarding a change order to the contract with Green Teams, Inc. in the amount of \$66,462 for landscape maintenance services.

2f. Presentation, possible action and discussion regarding a professional services contract for an ERP (Enterprise Resource Planning) Project Manager with Wilson Kleemann d/b/a Spherion in an amount not to exceed \$814,597.

2g. Presentation, possible action, and discussion regarding the bid award of annual transformer repair and rebuild services to Greenville Transformer Company, Inc. in the amount of \$66,530.46.

2h. Presentation, possible action, and discussion on Ordinance 2013-3508, amending Chapter 10, Section 4, Subsection H of the code of ordinances, establishing a commercial loading zone in a portion of the promenade parking lot and adjusting Northgate parking rates.

2i. Presentation, possible action, and discussion regarding Substantial Amendment to the 2012 Annual Action Plan – HOME Investment Partnership Program Grant Funds.

2j. Presentation, possible action, and discussion regarding Resolution 07-25-13-2j to authorize and designate the Executive Director of Planning and Development Services to sign all required Action Plan applications, grant agreements, certifications, evaluations, and other forms and agreements required by the U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for program years 2007 – 2012 on behalf of the City of College Station.

2k. Presentation, possible action, and discussion regarding approval of two (2) contracts between the City of College Station and Siemens Industry, Inc. in the amounts of \$55,511.74 (contract 13-234) and \$19,703.59 (contract 13-235), for a total of \$75,215.33, for

the purpose of purchasing and installing security equipment at the Northgate and Switch Station Substations.

2l. Presentation, possible action and discussion regarding the approval of an ongoing program for EMS Provider/ First Responder agreement for emergency medical service and emergency ambulance transport between the City of College Station, The City of Bryan, South Brazos County Fire Department, Brazos County District 2 Volunteer Fire Department, Brazos County Precinct 3 Volunteer Fire Department and Brazos County Precinct 4 Volunteer Fire Department.

2m. Presentation, possible action and discussion on an amendment to the current lease between the City of College Station and DVA Renal Healthcare, Inc. formerly known as Gambro Healthcare of Texas, Inc. (aka DaVita, Inc.) in the Chimney Hill Shopping Center.

Items 2f, 2i and 2j were pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted five (5) for and none (0) opposed, to approve the Consent Agenda, less items 2f, 2i and 2j. The motion carried unanimously.

(2f)MOTION: Upon a motion made by Councilmember Shultz and a second by Councilmember Mooney, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to approve a professional services contract for an ERP (Enterprise Resource Planning) Project Manager with Wilson Kleemann d/b/a Spherion in an amount not to exceed \$814,597 . The motion carried.

(2i)MOTION: Upon a motion made by Councilmember Shultz and a second by Councilmember Brick, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to approve a substantial Amendment to the 2012 Annual Action Plan – HOME Investment Partnership Program Grant Funds. The motion carried.

(2j)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to authorize and designate the Executive Director of Planning and Development Services to sign all required Action Plan applications, grant agreements, certifications, evaluations, and other forms and agreements required by the U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for program years 2007 – 2012 on behalf of the City of College Station . The motion carried.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion on Ordinance 2013-3509, Budget Amendment #3 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$1,961,334; increase the number of regular full-time positions in the budget by one (1.0); and presentation, possible action and discussion on three interfund transfers and a contingency transfer.

At approximately 7:36 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:36 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2013-3509, Budget Amendment #3 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$1,961,334; increase the number of regular full-time positions in the budget by one (1.0); and presentation, possible action and discussion on three interfund transfers and a contingency transfer with the exception of line item 1. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to adopt line item 1 of Ordinance 2013-3509, Budget Amendment #3 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$1,961,334; increase the number of regular full-time positions in the budget by one (1.0); and presentation, possible action and discussion on three interfund transfers and a contingency transfer. The motion carried.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3510, amending Chapter 12 Unified Development Ordinance of the Code of Ordinances to allow micro-industrial uses as a permitted use within the NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts.

At approximately 7:40 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:40 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2013-3510, amending Chapter 12 Unified Development Ordinance of the Code of Ordinances to allow micro-industrial uses as a permitted use within the NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts. The motion carried unanimously.

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

- **Historic Preservation Committee (two vacancies)**

MOTION: Upon a motion made by Councilmember Shultz and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to appoint Louis Hodges and Ken Rogers to the Historic Preservation committee. The motion carried unanimously.

4. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:45 p.m. on Thursday, July 25, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

August 8, 2013
Consent Agenda Item No. 2b
Move the October 10, 2013 Regular Meeting Date

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding moving the October 10, 2013 Regular Meeting date to Monday, October 7, 2013.

Relationship to Strategic Goals: Not applicable.

Recommendation(s): Staff recommends moving the date to Monday, October 7, 2013.

Summary: The 2013 TML Annual Conference will be held in Austin, Texas from October 8 – October 11, 2013. The Mayor and other Councilmembers expect to be attending the conference and request that the Regular Meeting be moved from October 10 to the preceding Monday, October 7, 2013.

Budget & Financial Summary: Not applicable.

Reviewed and Approved by Legal: Not applicable.

Attachments: Not applicable.

August 8, 2013
Consent Agenda Item No. 2c
University Drive Pedestrian Improvements
Phase 2 Change Order #1

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding change order #1 to the professional services contract with HDR Engineering, Inc. in the amount of \$105,427.80 for the University Drive Pedestrian Improvements Phase 2 Preliminary Engineering Report (PER).

Relationship to Strategic Goals:

1. Improving Multi Modal Transportation

Recommendation(s): Staff recommends approval of the change order with HDR Engineering, Inc. in the amount of \$105,427.80.

Summary: The professional services contract with HDR Engineering, Inc. was awarded on May 24, 2012 for completion of a Preliminary Engineering Report (PER) to study the University Drive corridor. Phase 2 of the University Drive Pedestrian Improvements Project will begin at College Main and extend to South College. The PER's focus is on improving pedestrian mobility and safety while balancing acceptable levels of service for vehicular transportation.

The original scope of work includes determining the Right-of-Way (ROW) limits and ROW acquisition needs; traffic analysis and progression study along the corridor; public engagement; and the development of the conceptual design. The PER phase will take into consideration the new high density development going into the Northgate area as well as coordinating with both TxDOT and Texas A&M and their respective plans.

Change Order #1 will include additional traffic analysis for the development of three (3) additional alternatives in an effort to preserve vehicular mobility while improving pedestrian safety, a reduction in some of the current tasks where the full level of effort will not be utilized, and new tasks including a schematic design and environmental documentation requested by TxDOT. The schematic design and environmental documentation (Programmatic Categorical Exclusion, or PCE) was originally planned for the detailed design development phase. TxDOT recommends moving these tasks forward for eligibility during future funding considerations that may become available.

Budget & Financial Summary: Funds in the amount of \$7,055,000 are budgeted for the Phase 2 improvements. Funds in the amount of \$255,740 have been expended or committed to date, leaving a balance of \$6,799,260 for this change order, design and construction. The construction estimate will be developed as a part of this preliminary study.

Attachments:

1. Change Order #1
2. Project Map

CHANGE ORDER NO. 1 DATE: July 8, 2013 Contract No. 12-206
P.O.# 120813 PROJECT: University Drive Pedestrian Improvements Phase 2 Funded in Whole/Part w CO's Y/N

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

CONTRACTOR:
HDR Engineering, Inc.
4635 Southwest Freeway, Suite 1000
Houston, Texas 77027

PURPOSE OF THIS CHANGE ORDER:
A. Modifications to original tasks for additional analysis requested including 3 additional alternatives and a reduction in the original project scope for various tasks.
B. New tasks added including Schematic Design and Programmatic Categorical Exclusion environmental documentation requested by TxDOT, project management, and additional project meetings.
C. Other Direct Expenses associated with the new tasks.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Modifications to Original Tasks for Additional Analysis	\$26,843.00	0	1	\$26,843.00
2	LS	New Tasks Including schematic design and PCE	\$74,685.00	0	1	\$74,685.00
3	LS	Other Direct Expenses	\$4,306.80	0	1	\$3,899.80
					TOTAL	\$105,427.80

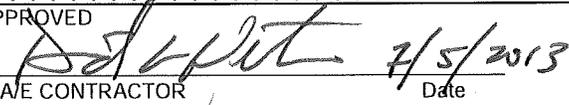
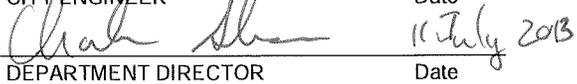
THE NET AFFECT OF THIS CHANGE ORDER IS 44.7% INCREASE.

LINE 1 (139-9111-971.3010)	\$235,619.85	
TOTAL CHANGE ORDER	\$235,619.85	
ORIGINAL CONTRACT AMOUNT	\$235,619.85	
CHANGE ORDER NO. 1	\$105,427.80	44.7 % CHANGE
REVISED CONTRACT AMOUNT	\$341,047.65	44.7 % TOTAL CHANGE

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

SUBSTANTIAL COMPLETION DATE _____
REVISED SUBSTANTIAL COMPLETION DATE _____

APPROVED

 A/E CONTRACTOR	Date 7/5/2013	CHIEF FINANCIAL OFFICER	Date 7/12/13
 CONSTRUCTION CONTRACTOR	Date 7/11/13	CITY ATTORNEY	Date
 PROJECT MANAGER	Date	CITY MANAGER	Date
 CITY ENGINEER	Date 11 July 2013	MAYOR	Date
 DEPARTMENT DIRECTOR	Date	CITY SECRETARY	Date

University Drive Pedestrian Improvements, Phase II
Scope of Work for Change Order #1
July 8, 2013

Description of Tasks – Modifications of Original Tasks

The following factors resulted in additional hours beyond those estimated in the original budget to accomplish the tasks described below:

2. Assemble Available Resources
 - a. Multiple requests were necessary to obtain information from TxDOT.
 - b. Revised study information was received from TAMU. Three sets of study documents were received from TAMU concerning bicycle lanes recommendations by Kimley Horn which required multiple reviews.
 - c. Revised Master Plan graphics were prepared and a meeting held with utility providers including scheduling and follow-up with providers.
 - d. An additional meeting was scheduled with TxDOT and City staff following Project Workshop #1 to discuss the public engagement process.
 - e. The budget for this task includes a line item for reductions in hours for personnel not utilized for various tasks assumed in the original contract.

7. Traffic Analysis
 - a. Additional information was provided for other Northgate development projects to be considered in background traffic. Several iterations have been required to finalize the Northgate development project land use assumptions. Each iteration requires rework of the traffic volume estimates in the traffic models.
 - b. Additional traffic counts and travel time runs were required due to intersection closure by City maintenance crew on previously-scheduled data collection day.
 - c. Additional information and time allocations have been required for implementation of Level of Service calculations for Pedestrian and Bicycle operations in accordance with the new Highway Capacity Manual. The latest version of Synchro, (8.0), provides a new multi-modal analysis tool to capture Level of Service calculations for Pedestrians and Bicycles. Industry experience with the new multi-modal analysis tool was limited during the proposal phase, and completion of the multi-modal analysis required significantly more inputs than traditional HCS analysis, including:
 - i. Separation and identification of both permissive and protected left-turn and right-turning volumes
 - ii. Directional pedestrian and bicycle volumes on crosswalks and adjacent sidewalks
 - iii. Sidewalk geometries including approach width, curb radii, and corner size
 - iv. Roadway geometries including adjacent parking, shoulder widths, and presence of curbs
 - d. Comments received at the two Project Workshops, Public Meeting #1, Conceptual Design review meetings on March 19-20 and subsequent correspondence on April 17 resulted in additional alternatives for analysis.

10. Prepare Conceptual Design consisting of conceptual design drawings after traffic analysis of improvements developed based on input received at four Project Workshops, two design review meetings, and two Public Meetings included in the list of alternatives described below. Traffic analysis will include an evaluation of the alternatives listed below at an intersection level with consideration of the immediate impacts of the improvements on adjacent intersections. The corridor progression study discussed in original scope Task 7 will be completed after evaluation of the alternatives and recommendation of improvements are reviewed by the City and TxDOT, and presented at Public Meeting #2. Alternatives listed below are in addition to those identified in the original scope of work:

- a. Tauber/Asbury Streets
 - i. Evaluate one-way operations on Tauber Street in conjunction with one-way operations on Nagle Street with and without signalized operations at the intersections of Church Avenue and Spence Street at University Drive
 - b. Nagle/Ireland Streets
 - i. Evaluate southbound left-turn operations on Nagle Street
 - ii. Evaluate two-way operations on Ireland Street based on TAMU traffic studies for integration of bike lanes on campus
 - iii. Evaluate one-way operations on Nagle Street in conjunction with one-way operations on Tauber Street with and without signalized operations at the intersections of Church Avenue and Spence Street at University Drive
 - iv. Develop alternative site layout for access and circulation at the Shell station in the northwest corner of Nagle Street and University Drive
 - c. Church Avenue and University Drive – Evaluate signalized intersection operations with and without one-way operations on Nagle Street and Tauber Street
 - d. Spence Street and University Drive – Evaluate intersection operations with motor vehicle operations only northbound and southbound right turn only movements with and without one-way operations on Nagle Street and Tauber Street
 - e. Detailed layouts at South College intersection to address access issues in northwest corner
13. Draft Preliminary Engineering Report – This task will now include consideration of the Schematic Design (30%) and Programmatic Categorical Exclusions report.
 14. Final Preliminary Engineering Report – This task will now include consideration of the Schematic Design (30%) and Programmatic Categorical Exclusions report.
 15. Meet with City staff and City Council to make a presentation of the Conceptual Design – This task has been eliminated.

Description of Tasks – New Tasks

The following new tasks have been identified in discussions with the City and TxDOT. Additional time will be required to complete the tasks described below:

1. Project Management – This task was not separately included in the original scope of work. Time required for project management and administration for individual tasks has been greater than anticipated in the original assumptions. New tasks as well as additional personnel and disciplines have been added to the scope of work. For these reasons, this PM task is hereby added to the scope of work to better identify project management and administration requirements for the duration of the project.
 - a. Progress Reports
 - b. Invoices
2. Project Workshop #3 was completed on February 21, 2013. Participants included representatives from the City, HDR, Mitchell & Morgan and Northgate Area property owners/representatives from Subway, the Rise, McDonalds, Chipotle, and ATM/small building east of Chipotle (Culpepper). Input received at the meeting was reviewed and summarized for consideration in traffic analysis and Conceptual Design.

3. Conceptual Design review meetings were held on March 19-20 to discuss the Conceptual Design submitted to the City on March 8. Subsequent requests for analyses and three Conceptual Design alternatives were received on April 17.
4. Project Workshop #4 was completed on June 25, 2013 . It consisted of a meeting with the City Council Transportation and Mobility Committee to discuss three Conceptual Design alternatives. Participants consisted of three City Council members, City staff and one HDR representative. Comments received at the meeting will be summarized for inclusion as additional stakeholder input.
5. Prepare Schematic Design (30%) based on consideration and analysis of input received at Public Meeting #2 with respect to the Conceptual Design. This will consist of a more detailed design schematic including the following elements:
 - a. Plan and profile layouts
 - b. Horizontal and vertical curve details
 - c. Delineation of ROW based on survey and resulting documentation
 - d. Existing and proposed typical sections
 - e. Turn bay storage lengths based on traffic analysis
 - f. Detailed layouts at South College intersection
 - g. Configuration of medians
 - h. Proposed lane use designations
 - i. Driveway design and coordination
6. Prepare a Project Scope and Environmental Issues Checklist for Programmatic Categorical Exclusions (PCEs) required as a part of TxDOT's environmental review process. The PCE report will be prepared consistent with the scope of the following environmental documents prepared for Phase I (Categorical Exclusion, FM 60 From FM 2154 to College Main, CSJ: 0506-01-091, Brazos County, October 2008 and Programmatic Categorical Exclusion Re-Evaluation, FM 60 From FM 2154 to Tauber Street, CSJ: 0506-01-091, Brazos County, March 2011) and the following requirements:
 - a. The PCE will be developed in compliance with TxDOT's Standards of Uniformity (SOU) for projects with no added capacity.
 - b. Complete the following documentation for the Project Scope and Environmental Issues Checklist – Meeting of Affected Property Owners (MAPO), Socioeconomics, Section 4(f) Resources (Not required for PCE documentation), Historic Properties, Archeological Resources, Vegetation to be documented in accordance with the MOU between TxDOT and TPWD, Water Quality, Soils/Farmland, Noise (Noise analysis not required since the horizontal and vertical alignment is not changing substantially), Hazardous Materials (database search in compliance with ASTM E1527), Visual, Floodplains, Threatened and Endangered Species (survey for presence/absence of suitable habitat to be completed), Air Quality (a quantitative air quality analysis not required if traffic volume is less than 140,000 vehicles per day), Indirect and Cumulative Effects (based on TxDOT Screening Tool this would not be required).
 - c. A site visit will be conducted to collect project area photographs and other information to support the Project Scope and Environmental Issues Checklist documentation.
 - d. The following review and revisions of the Project Scope and Environmental Issues Checklist documentation are included within the scope – 1 review by the City, 2 reviews by TxDOT Bryan District, and 2 reviews by TxDOT Environmental Division. Any additional reviews may require a supplemental scope and fee estimate.

- e. If a new SOU is issued, formal public meetings are required, Section 4(f) resource review is required, noise analysis is required, quantitative air quality analysis is required, or an indirect and cumulative effects analysis is required it may require a supplemental scope and fee estimate.

Project Meetings

1. Project Workshop #3 – Completed on February 21, 2013
2. Project Workshop #4 – Completed on June 25
- 3.

Deliverables

1. Monthly progress reports and invoices; issues list; project schedule with updates
2. Conceptual Design - This design was completed and submitted to the City on March 8, 2013.
3. Schematic Design (30%) – This design will be prepared based on addressing comments and traffic analysis of input received at Public Meeting #2. To be scheduled after discussions and input from City staff.
4. Programmatic Categorical Exclusion – This report is required as a part of TxDOT's environmental review process. It will be prepared after completion of the Schematic Design. To be scheduled after discussions and input from City staff.

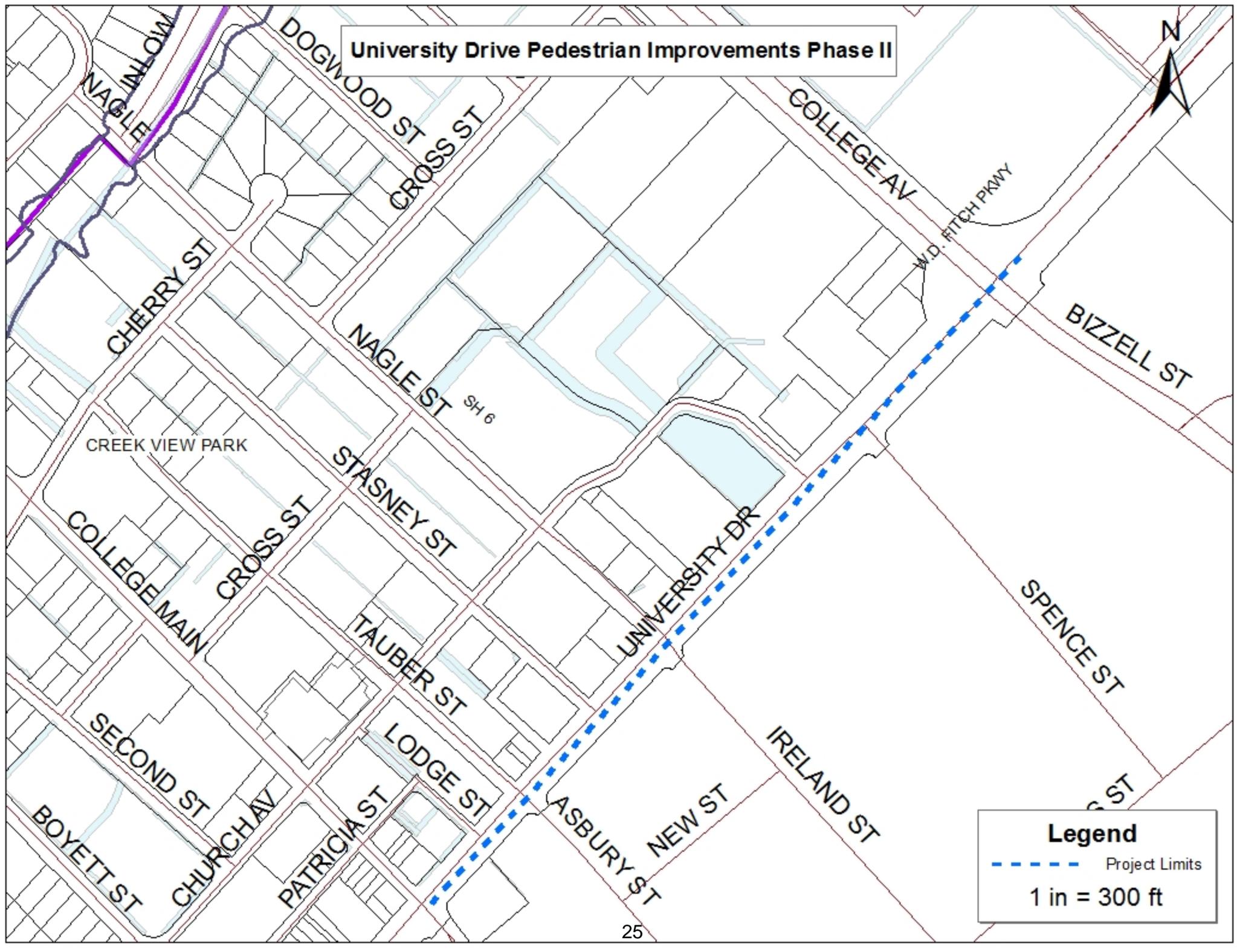
UNIVERSITY DRIVE PEDESTRIAN IMPROVEMENTS, PHASE II

FEE SCHEDULE / BUDGET - CHANGE ORDER #1

July 1, 2013

FEE SUMMARY		TASK		HOURS	LABOR
Firm	Fee		MODIFICATIONS OF ORIGINAL TASKS		
HDR Engineering, Inc.	\$104,873.00	1	KICK-OFF MEETING	(2)	(190.00)
Mitchell & Morgan, LLP	\$4,825.00	2	ASSEMBLE AVAILABLE RESOURCES	13	1,858.00
TEA	-\$2,945.00	5	PROJECT WORKSHOP	(6)	(810.00)
Koehl	-\$5,225.00	6	SUMMARY OF RESULTS FROM PROJECT WORKSHOP	(2)	(250.00)
Subtotal Labor	\$101,528.00	7	TRAFFIC ANALYSIS	194	23,580.00
		8	PUBLIC MEETING #1	(10)	(1,070.00)
		9	SUMMARY OF RESULTS FROM PUBLIC MEETING #1	(7)	(725.00)
		10	PREPARE CONCEPTUAL DESIGN	(19)	1,530.00
		11	PUBLIC MEETING #2 TO PRESENT CONCEPTUAL DESIGN	(10)	(1,070.00)
		12	SUMMARY OF RESULTS FROM PUBLIC MEETING #2	(3)	(385.00)
Expenses		13	PRELIMINARY ENGINEERING REPORT - DRAFT	42	5,160.00
Other Direct Expenses	3,899.80	14	PRELIMINARY ENGINEERING REPORT - FINAL	18	2,295.00
Subtotal Expenses	\$3,899.80	15	CITY COUNCIL MEETING	(14)	(3,080.00)
Contract Total	\$105,427.80		NEW TASKS		
		1	PROJECT ADMINISTRATION	44	9,140.00
		2	PROJECT WORKSHOP #3	15	2,575.00
		3	CONCEPTUAL DESIGN REVIEW MEETINGS	12	2,200.00
		4	PROJECT WORKSHOP #4	14	2,180.00
		5	PREPARE SCHEMATIC DESIGN (30%)	295	38,370.00
		6	PREPARE PROGRAMMATIC CATEGORICAL EXCLUSIONS REPORT	160	20,220.00
			Totals	734	\$101,528.00

University Drive Pedestrian Improvements Phase II



Legend

- Project Limits

1 in = 300 ft

August 8, 2013
Consent Agenda Item No. 2d
Veterans Park Synthetic Turf Athletic Fields
HM-1217

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding construction contract 13-267 in the amount of \$3,929,599.12 to Dudley Construction Ltd for the construction of synthetic turf athletic fields at Veterans Park.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends award of the contract to Dudley Construction Ltd.

Summary: Two synthetic turf athletic fields are to be constructed at Veterans Park along with lighting to support the new fields, additional parking, drainage improvements, and perimeter park fencing along State Highway 60. The synthetic turf fields will provide an all weather playing surface to complement the existing grass athletic fields in the park. The drainage and parking were designed to accommodate two additional fields that may be added at the park in the future.

A total of four (4) bids were submitted to the City of College Station for this project. A copy of Bid Tabulation ITB 13-068 is attached showing a summary of the bids received by the City. The bid total includes the base bid and the proposal for bid alternate number 2 that will allow for variable lighting illumination.

Budget & Financial Summary: Funds in the amount of \$3,785,000 are budgeted in the Hotel Tax Fund for this project. A total of \$212,872 has been expended or committed to date, leaving a balance of \$3,572,128. Taking into account this construction bid, the revised total project estimate is \$4,402,400.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract 13-267 is on file in the City Secretary's Office.
2. Bid Tabulation ITB 13-068
3. Location Map
4. Vicinity Map

City of College Station - Purchasing Division
 Bid Tabulation for #13-068
 "Veterans Park Synthetic Fields"
 Open Date: Wednesday, May 29, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION (All Item Descriptions are described as COMPLETE AND IN PLACE)	Dudley Construction Ltd. (College Station, TX)		Hellas Construction, Inc. (Austin, TX)		Acklam Construction Co. Ltd. (College Station, TX)		Knife River (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A. PARKING, AREA "A" PROPOSAL											
A1	1	LS	MOBILIZATION	\$138,628.83	\$138,628.83	\$225,000.00	\$225,000.00	\$80,000.00	\$80,000.00	\$500,000.00	\$500,000.00
A2	5.5	AC	STRIP WORK AREA (DEMOLITION)	\$4,041.98	\$22,230.89	\$12,000.00	\$66,000.00	\$2,200.00	\$12,100.00	\$4,000.00	\$22,000.00
A3	1	LS	EARTHWORK (CUT AND FILL) REQUIRED TO MATCH GRADING	\$45,186.74	\$45,186.74	\$20,000.00	\$20,000.00	\$43,450.00	\$43,450.00	\$15,000.00	\$15,000.00
A4	1	LS	IRRIGATION SYSTEM	\$14,451.55	\$14,451.55	\$16,700.00	\$16,700.00	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00
A5	345	LF	18" RCP STORM SEWER	\$52.45	\$18,095.25	\$50.00	\$17,250.00	\$57.20	\$19,734.00	\$55.00	\$18,975.00
A6	2	EACH	18" STORM SEWER CONNECTION TO EXISTING CURB INLET	\$349.63	\$699.26	\$500.00	\$1,000.00	\$1,100.00	\$2,200.00	\$700.00	\$1,400.00
A7	7	LF	12" RCP STORM SEWER	\$46.62	\$326.34	\$100.00	\$700.00	\$55.00	\$385.00	\$55.00	\$385.00
A8	1	EACH	12" STORM SEWER CONNECTION TO EXISTING CURB INLET	\$58.27	\$58.27	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$700.00	\$700.00
A9	352	LF	TRENCH SAFETY	\$1.17	\$411.84	\$1.00	\$352.00	\$1.00	\$352.00	\$1.00	\$352.00
A10	3	EACH	SIDEWALK DRAIN	\$174.82	\$524.46	\$1,150.00	\$3,450.00	\$1,100.00	\$3,300.00	\$2,500.00	\$7,500.00
A11	13	EACH	CONCRETE CURB RAMP	\$466.18	\$6,060.34	\$715.00	\$9,295.00	\$682.00	\$8,866.00	\$900.00	\$11,700.00
A12	4	EACH	H-2 CURB INLET	\$3,263.25	\$13,053.00	\$3,900.00	\$15,600.00	\$3,800.00	\$15,200.00	\$4,000.00	\$16,000.00
A13	1	EACH	TYPE "A" INLET	\$4,242.23	\$4,242.23	\$1,500.00	\$1,500.00	\$2,288.00	\$2,288.00	\$3,000.00	\$3,000.00
A14	482	SF	CONCRETE DRAINAGE FLUME	\$5.83	\$2,810.06	\$6.50	\$3,133.00	\$6.00	\$2,892.00	\$11.00	\$5,302.00
A15	1,500	LF	SWALE	\$1.75	\$2,625.00	\$1.00	\$1,500.00	\$5.06	\$7,590.00	\$0.55	\$825.00
A16	16,200	SY	SUBGRADE STABILIZATION FOR PAVEMENT AREA: 8" DEPTH (30% LIME/70% FLYASH)	\$3.50	\$56,700.00	\$3.90	\$63,180.00	\$6.71	\$108,702.00	\$4.00	\$64,800.00
A17	4,400	LF	CONCRETE CURB AND GUTTER	\$9.32	\$41,008.00	\$16.70	\$73,480.00	\$15.95	\$70,180.00	\$16.00	\$70,400.00
A18	1	EACH	25 FOOT LONG TEMPORARY CONCRETE CURB (INCLUDE REMOVAL OF CURB)	\$582.72	\$582.72	\$900.00	\$900.00	\$650.00	\$650.00	\$1,500.00	\$1,500.00
A19	570	LF	SAWCUT ASPHALT PAVING, FULL DEPTH	\$3.50	\$1,995.00	\$1.00	\$570.00	\$1.50	\$855.00	\$3.00	\$1,710.00
A20	1720	SF	REMOVAL OF ASPHALT AND CONCRETE CURB AND GUTTER	\$1.17	\$2,012.40	\$1.00	\$1,720.00	\$1.40	\$2,408.00	\$2.00	\$3,440.00
A21	14,040	SY	6" CRUSHED STONE FLEXPASE	\$8.27	\$116,110.80	\$11.00	\$154,440.00	\$8.80	\$123,552.00	\$10.00	\$140,400.00
A22	14,040	SY	2" ASPHALT PAVING	\$10.31	\$144,752.40	\$11.50	\$161,460.00	\$10.00	\$140,400.00	\$10.00	\$140,400.00
A23	12,000	SF	CONCRETE WALK	\$3.50	\$42,000.00	\$4.50	\$54,000.00	\$4.25	\$51,000.00	\$3.85	\$46,200.00
A24	1	LS	STRIPING (PAINTED) (INCLUDING HANDICAP, CROSSWALK SIGNAGE & WHEELSTOPS)	\$3,234.12	\$3,234.12	\$3,000.00	\$3,000.00	\$3,050.00	\$3,050.00	\$2,200.00	\$2,200.00
A25	800	LF	4" PIPE SLEEVES	\$9.32	27 \$7,456.00	\$2.00	\$1,600.00	\$11.00	\$8,800.00	\$17.00	\$13,600.00

City of College Station - Purchasing Division
 Bid Tabulation for #13-068
 "Veterans Park Synthetic Fields"
 Open Date: Wednesday, May 29, 2013 @ 2:00 p.m.

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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A26	1	LS	SIGNAGE (TRAFFIC CONTROL)	\$1,748.17	\$1,748.17	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
A27	1	LS	HYDROMULCH NOTED AREAS AND DISTURBED AREAS	\$8,886.31	\$8,886.31	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
A28	1	LS	SOLID SOD	\$8,052.82	\$8,052.82	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
A29	1	LS	SWPPP	\$6,536.18	\$6,536.18	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00
A30	1	LS	LANDSCAPPING	\$12,601.81	\$12,601.81	\$16,700.00	\$16,700.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00
A31	1	LS	SECURITY FENCING	\$4,897.21	\$4,897.21	\$7,800.00	\$7,800.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00
A32	1	LS	AREA LIGHTING; AS SHOWN IN ACCORDANCE WITH ELECTRICAL DRAWINGS AND SPECIFICATIONS	\$168,989.91	\$168,989.91	\$152,000.00	\$152,000.00	\$155,000.00	\$155,000.00	\$300,000.00	\$300,000.00
A. PARKING, AREA "A" PROPOSAL - SUBTOTAL				\$896,967.91	\$896,967.91	\$1,085,780.00	\$1,085,780.00	\$897,554.00	\$897,554.00	\$1,461,789.00	\$1,461,789.00
B. ATHLETIC FIELDS "B" PROPOSAL											
B1	10.5	AC	STRIP WORK AREA (DEMOLITION)	\$3,727.58	\$39,139.59	\$11,000.00	\$115,500.00	\$2,200.00	\$23,100.00	\$4,000.00	\$42,000.00
B2	1	LS	EARTHWORK (CUT AND FILL) REQUIRED TO MATCH GRADING	\$112,195.31	\$112,195.31	\$20,000.00	\$20,000.00	\$17,232.00	\$17,232.00	\$157,000.00	\$157,000.00
B3	883	LF	18" STORM SEWER	\$52.45	\$46,313.35	\$40.00	\$35,320.00	\$53.00	\$46,799.00	\$55.00	\$48,565.00
B4	883	LF	TRENCH SAFETY	\$1.17	\$1,033.11	\$1.00	\$883.00	\$1.00	\$883.00	\$1.00	\$883.00
B5	3	EACH	STORM MANHOLE	\$3,199.27	\$9,597.81	\$1,800.00	\$5,400.00	\$3,025.00	\$9,075.00	\$3,500.00	\$10,500.00
B6	3	EACH	TYPE "A" AREA INLET WITH CONCRETE APRON	\$4,242.23	\$12,726.69	\$2,500.00	\$7,500.00	\$2,442.00	\$7,326.00	\$4,600.00	\$13,800.00
B7	250	LF	4" PIPE SLEEVES	\$9.32	\$2,330.00	\$5.00	\$1,250.00	\$11.00	\$2,750.00	\$17.00	\$4,250.00
B8	5,500	SY	SUBGRADE STABILIZATION FOR PAVEMENT AREA: 8" DEPTH (30% LIME/70% FLYASH)	\$4.20	\$23,100.00	\$4.00	\$22,000.00	\$6.71	\$36,905.00	\$4.00	\$22,000.00
B9	1,492	LF	CONCRETE CURB AND GUTTER	\$9.32	\$13,905.44	\$16.70	\$24,916.40	\$15.75	\$23,499.00	\$20.00	\$29,840.00
B10	170	LF	SAWCUT ASPHALT PAVING, FULL DEPTH	\$3.50	\$595.00	\$1.00	\$170.00	\$1.50	\$255.00	\$3.00	\$510.00
B11	510	SF	REMOVAL OF ASPHALT AND CONCRETE CURB AND GUTTER	\$1.17	\$596.70	\$2.00	\$1,020.00	\$1.40	\$714.00	\$2.00	\$1,020.00
B12	4,860	SY	6" CRUSHED STONE FLEXBASE	\$7.69	\$37,373.40	\$11.00	\$53,460.00	\$8.80	\$42,768.00	\$10.00	\$48,600.00
B13	4,860	SY	2" ASPHALT PAVING	\$10.31	\$50,106.60	\$11.50	\$55,890.00	\$11.05	\$53,703.00	\$10.00	\$48,600.00
B14	25	LF	MOUNTABLE CURB	\$23.31	\$582.75	\$35.00	\$875.00	\$33.00	\$825.00	\$50.00	\$1,250.00
B15	33,745	SF	CONCRETE WALKS	\$5.00	\$168,725.00	\$4.50	\$151,852.50	\$4.10	\$138,354.50	\$3.85	\$129,918.25
B16	2	EACH	CONCRETE RAMP	\$466.18	\$932.36	\$713.00	\$1,426.00	\$528.00	\$1,056.00	\$900.00	\$1,800.00
B17	3	EACH	SIDEWALK DRAIN	\$174.82	\$524.46	\$1,150.00	\$3,450.00	\$1,100.00	\$3,300.00	\$2,500.00	\$7,500.00

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				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B18	1,000	LF	SWALE	\$5.95	\$5,950.00	\$1.00	\$1,000.00	\$5.06	\$5,060.00	\$0.55	\$550.00
B19	1	LS	STRIPING (PAINTED) (INCLUDING HANDICAPPED, CROSSWALK SIGNAGE & WHEELSTOPS)	\$3,438.07	\$3,438.07	\$7,000.00	\$7,000.00	\$3,245.00	\$3,245.00	\$2,200.00	\$2,200.00
B20	1	LS	AREA LIGHTING; AS SHOWN IN ACCORDANCE WITH ELECTRICAL DRAWINGS AND SPECIFICATIONS	\$47,783.35	\$47,783.35	\$46,000.00	\$46,000.00	\$69,000.00	\$69,000.00	\$80,000.00	\$80,000.00
B21	570	LF	8' CHAIN LINK FENCE	\$27.62	\$15,743.40	\$27.00	\$15,390.00	\$24.50	\$13,965.00	\$30.00	\$17,100.00
B22	1	LS	IRRIGATION	\$5,244.51	\$5,244.51	\$2,900.00	\$2,900.00	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00
B23	1	LS	SIGNAGE (TRAFFIC CONTROL)	\$582.72	\$582.72	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
B24	1	LS	HYDROMULCH NOTED AREAS AND DISTURBED AREAS	\$1,407.63	\$1,407.63	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
B25	1	LS	SOLID SOD	\$7,879.34	\$7,879.34	\$3,450.00	\$3,450.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00
B26	1	LS	SWPPP	\$2,962.74	\$2,962.74	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$6,800.00	\$6,800.00
B27	1	LS	LANDSCAPING	\$4,626.75	\$4,626.75	\$4,600.00	\$4,600.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00
B28	1	LS	SECURITY FENCING	\$1,515.08	\$1,515.08	\$7,800.00	\$7,800.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00
B29	6,400	SF	CONCRETE WALK WITH INTEGRAL CURB AT SYNTHETIC TURF FIELD	\$5.40	\$34,560.00	\$7.50	\$48,000.00	\$7.12	\$45,568.00	\$4.50	\$28,800.00
B30	250,000	SF	SUBGRADE STABILIZATION FOR ATHLETIC FIELD AREAS: 8" DEPTH (30% LIME/70% FLYASH)	\$0.45	\$112,500.00	\$0.55	\$137,500.00	\$0.75	\$187,500.00	\$0.44	\$110,000.00
B31	1	LS	SYNTHETIC TURF BASE/DRAINAGE SYSTEM, TO INCLUDE: GEOMEMBRANE LINER, SUBDRAINS, AND FREE DRAINING	\$716,252.65	\$716,252.65	\$420,000.00	\$420,000.00	\$649,000.00	\$649,000.00	\$550,000.00	\$550,000.00
B32	217,000	SF	INFILLED SYNTHETIC TURF SYSTEM	\$3.29	\$713,930.00	\$3.55	\$770,350.00	\$4.03	\$874,510.00	\$4.65	\$1,009,050.00
B32 MANUFACTURER/MODEL				Sport Exe		Hellas Matrix		Astroturf GameDay Grass MTO 42		Sprinturf Ultrablade MM System	
B33	1	LS	SPORTS LIGHTING (75-FOOT CANDLES); IN ACCORDANCE WITH ELECTRICAL DRAWINGS AND SPECIFICATIONS	\$524,451.44	\$524,451.44	\$532,565.00	\$532,565.00	\$565,000.00	\$565,000.00	\$630,000.00	\$630,000.00
B. ATHLETIC FIELDS "B" PROPOSAL - SUBTOTAL					\$2,718,605.25	\$2,508,567.90	\$2,848,892.50	\$3,052,536.25			
C. STORM WATER DETENTION, AREA "C" PROPOSAL											
C1	4.95	AC	CLEARING AND GRUBBING	\$4,079.07	\$20,191.40	\$500.00	\$2,475.00	\$6,000.00	\$29,700.00	\$2,500.00	\$12,375.00
C2	6,900	CY	DETENTION FACILITY EXCAVATION AND EARTHWORK (CUT)	\$4.66	\$32,154.00	\$4.00	\$27,600.00	\$2.75	\$18,975.00	\$5.00	\$34,500.00
C3	13,000	CY	DETENTION FACILITY EXCAVATION AND EARTHWORK (FILL)	\$2.33	\$30,290.00	\$4.00	\$52,000.00	\$1.37	\$17,810.00	\$7.00	\$91,000.00
C4	1	LS	SECURITY FENCING	\$2,913.62	\$2,913.62	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
C5	63	LF	18" STORM SEWER	\$46.62	\$2,937.06	\$45.00	\$2,835.00	\$52.00	\$3,276.00	\$55.00	\$3,465.00
C6	75	LF	30" STORM SEWER	\$104.89	\$7,866.75	\$55.00	\$4,125.00	\$79.00	\$5,925.00	\$110.00	\$8,250.00
C7	2	EACH	STORM MANHOLE	\$4,370.43	\$8,740.86	\$2,000.00	\$4,000.00	\$3,025.00	\$6,050.00	\$3,500.00	\$7,000.00

City of College Station - Purchasing Division
 Bid Tabulation for #13-068
 "Veterans Park Synthetic Fields"
 Open Date: Wednesday, May 29, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION (All Item Descriptions are described as COMPLETE AND IN PLACE)	Dudley Construction Ltd. (College Station, TX)		Hellas Construction, Inc. (Austin, TX)		Acklam Construction Co. Ltd. (College Station, TX)		Knife River (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C8	2,850	SF	CONCRETE PILOT CHANNEL	\$5.83	\$16,615.50	\$5.00	\$14,250.00	\$4.78	\$13,623.00	\$7.50	\$21,375.00
C9	1,300	SF	12" THICK GABION EROSION BLANKETS	\$17.48	\$22,724.00	\$7.00	\$9,100.00	\$16.50	\$21,450.00	\$14.00	\$18,200.00
C10	1	LS	SWPPP	\$4,638.48	\$4,638.48	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
C11	1	LS	HYDROMULCH NOTED AREAS AND DISTURBED AREAS	\$12,586.83	\$12,586.83	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00
C. STORM WATER DETENTION, AREA "C" PROPOSAL - SUBTOTAL					\$161,658.50		\$138,885.00		\$134,309.00		\$220,165.00
D. MISCELLANEOUS ITEMS PROPOSAL											
D1	1,900	LF	6' FENCE, HOT DIP GALVANIZED STEEL, POWDER COATED BLACK	\$47.78	\$90,782.00	\$74.00	\$140,600.00	\$48.00	\$91,200.00	\$31.00	\$58,900.00
D2	2	EACH	2" x 1.5" REDUCER	\$29.14	\$58.28	\$81.00	\$162.00	\$37.00	\$74.00	\$170.00	\$340.00
D3	1	EACH	2" TAPPING SLEEVE AND VALVE	\$2,330.90	\$2,330.90	\$575.00	\$575.00	\$45.00	\$45.00	\$500.00	\$500.00
D4	1	EACH	2" TEE	\$17.48	\$17.48	\$12.00	\$12.00	\$15.00	\$15.00	\$200.00	\$200.00
D5	1,220	LF	1.5" WATER LINE	\$2.33	\$2,842.60	\$9.00	\$10,980.00	\$2.75	\$3,355.00	\$15.00	\$18,300.00
D6	555	LF	2" WATER LINE	\$3.50	\$1,942.50	\$9.00	\$4,995.00	\$3.00	\$1,665.00	\$20.00	\$11,100.00
D7	2	EA	1.5" 90 DEGREE BEND	\$5.83	\$11.66	\$12.00	\$24.00	\$15.00	\$30.00	\$250.00	\$500.00
D8	4	EA	2" 45 DEGREE BEND	\$2.91	\$11.64	\$12.00	\$48.00	\$15.00	\$60.00	\$120.00	\$480.00
D9	10	EACH	HOSE BIB / BACKFLOW PREVENTER WITH PRESSURE RELEASE VALVE	\$437.04	\$4,370.40	\$865.00	\$8,650.00	\$100.00	\$1,000.00	\$800.00	\$8,000.00
D. MISCELLANEOUS ITEMS PROPOSAL - SUBTOTAL					\$102,367.46		\$166,046.00		\$97,444.00		\$98,320.00
E. ALTERNATE #1 PROPOSAL											
E1	-1	LS	SPORTS LIGHTING (50-FOOT CANDLES); IN ACCORDANCE WITH ELECTRICAL DRAWINGS AND SPECIFICATIONS; DEDUCT FROM 75 FOOT CANDLES INCLUDED IN ATHLETIC FIELDS "B" PROPOSAL	\$87,408.57	-\$87,408.57	\$76,200.00	-\$76,200.00	\$115,000.00	-\$115,000.00	\$130,834.98	-\$130,834.98
F. ALTERNATE #2 PROPOSAL											
F1	1	LS	THE PREFERRED SYSTEM WILL BE A 1500 WATT ELECTRONIC BALLASTED SPORTS LIGHTING SYSTEM UTILIZING A .88 LLF PLUS TILT FACTOR, IN ACCORDANCE WITH "SPORTS LIGHTING DESIGNS" REPORT PRESENTED AT THE 2010 IESNA CONFERENCE BY TOM LEMONS AND KURT HAUSER, PHD OF PENN STATE UNIVERSITY. THE SYSTEM SHALL HAVE DUAL MODE SWITCHING AS ITS METHOD OF CONTROL. THE HIGH MODE SHALL PROVIDE 75 FC MAINTAINED AS AN AVERAGE LIGHT LEVEL, AND 40 FC MAINTAINED AS THE LOWER LIGHT LEVEL. THE LOWER LIGHT LEVEL SHALL NOT EXCEED 970 WATT OF OUTPUT PER FIXTURE. THE LIGHTING CONTROL SYSTEM SHALL ALLOW THE OWNER TO ASSIGN LIGHT LEVELS VIA A WEBSITE, PHONE, FAX, OR E-MAIL, FOR UP TO 2 YEARS IN ADVANCE. THE CONTROLLER SHALL ACCEPT AND STORE THESE SCHEDULES. THE CONTROLLER SHALL BE PROTECTED AGAINST MEMORY LOSSES. FIXTURES PER POLE AND POLE HEIGHTS SHALL REMAIN THE SAME AS FOR THE BASE PROPOSAL.	\$50,000.00	\$50,000.00	\$55,300.00	\$55,300.00	\$650,000.00	\$650,000.00	\$700,000.00	\$700,000.00

City of College Station - Purchasing Division
 Bid Tabulation for #13-068
 "Veterans Park Synthetic Fields"
 Open Date: Wednesday, May 29, 2013 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION (All Item Descriptions are described as COMPLETE AND IN PLACE)	Dudley Construction Ltd. (College Station, TX)		Hellas Construction, Inc. (Austin, TX)		Acklam Construction Co. Ltd. (College Station, TX)		Knife River (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
G. ALTERNATE #3 PROPOSAL											
G1	217,000	SF	INFILLED SYNTHETIC TURF SYSTEM; IN LIEU OF THE SYNTHETIC TURF SYSTEM INCLUDED IN ATHLETIC FIELDS "B" PROPOSAL	\$243,000.00	\$52,731,000.00		\$0.00		-\$0.05	-\$10,850.00	\$0.00
G1 MANUFACTURER/MODEL				Sprinturf		N/A		Astroturf GameDay Grass MTO 38		N/A	
G2	217,000	SF	INFILLED SYNTHETIC TURF SYSTEM; IN LIEU OF THE SYNTHETIC TURF SYSTEM INCLUDED IN ATHLETIC FIELDS "B" PROPOSAL	\$246,000.00	\$53,382,000.00		\$0.00		\$0.15	\$32,550.00	\$0.00
G2 MANUFACTURER/MODEL				Astroturf		N/A		Astroturf GameDay Grass MTO 48		N/A	
G3	217,000	SF	INFILLED SYNTHETIC TURF SYSTEM; IN LIEU OF THE SYNTHETIC TURF SYSTEM INCLUDED IN ATHLETIC FIELDS "B" PROPOSAL	\$267,000.00	\$57,939,000.00		\$0.00		\$0.15	\$32,550.00	\$0.00
G3 MANUFACTURER/MODEL				Polytan		N/A		Astroturf GameDay Grass Q44		N/A	
G4	217,000	SF	INFILLED SYNTHETIC TURF SYSTEM; IN LIEU OF THE SYNTHETIC TURF SYSTEM INCLUDED IN ATHLETIC FIELDS "B" PROPOSAL		\$0.00		\$0.00		-\$0.18	-\$39,060.00	\$0.00
G4 MANUFACTURER/MODEL				N/A		N/A		AstroPlay 50		N/A	
G5	217,000	SF	INFILLED SYNTHETIC TURF SYSTEM; IN LIEU OF THE SYNTHETIC TURF SYSTEM INCLUDED IN ATHLETIC FIELDS "B" PROPOSAL		\$0.00		\$0.00		\$0.02	\$4,340.00	\$0.00
G5 MANUFACTURER/MODEL				N/A		N/A		Astroturf GameDay Grass 3D 52 Extreme		N/A	
BASE BID SUMMARY											
A. PARKING, AREA "A" BID - SUBTOTAL				\$896,967.91		\$1,085,780.00		\$897,554.00		\$1,461,789.00	
B. ATHLETIC FIELDS, "B" PROPOSAL - SUBTOTAL				\$2,718,605.25		\$2,508,567.90		\$2,848,892.50		\$3,052,536.25	
C. STORM WATER DETENTION, AREA "C" PROPOSAL - SUBTOTAL				\$161,658.50		\$138,885.00		\$134,309.00		\$220,165.00	
D. MISCELLANEOUS ITEMS PROPOSAL - SUBTOTAL				\$102,367.46		\$166,046.00		\$97,444.00		\$98,320.00	
BASE BID TOTAL (BID PROPOSAL ITEMS A - D)				\$3,879,599.12		\$3,899,278.90		\$3,978,199.50		\$4,832,810.25	

Dudley Construction

»Alternate #3, Item G1, Item G2 and Item G3: Bidder **appears** to have entered lump sum bid amounts; however, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. (These items are per SF bid items.)

Hellas Construction, Inc.

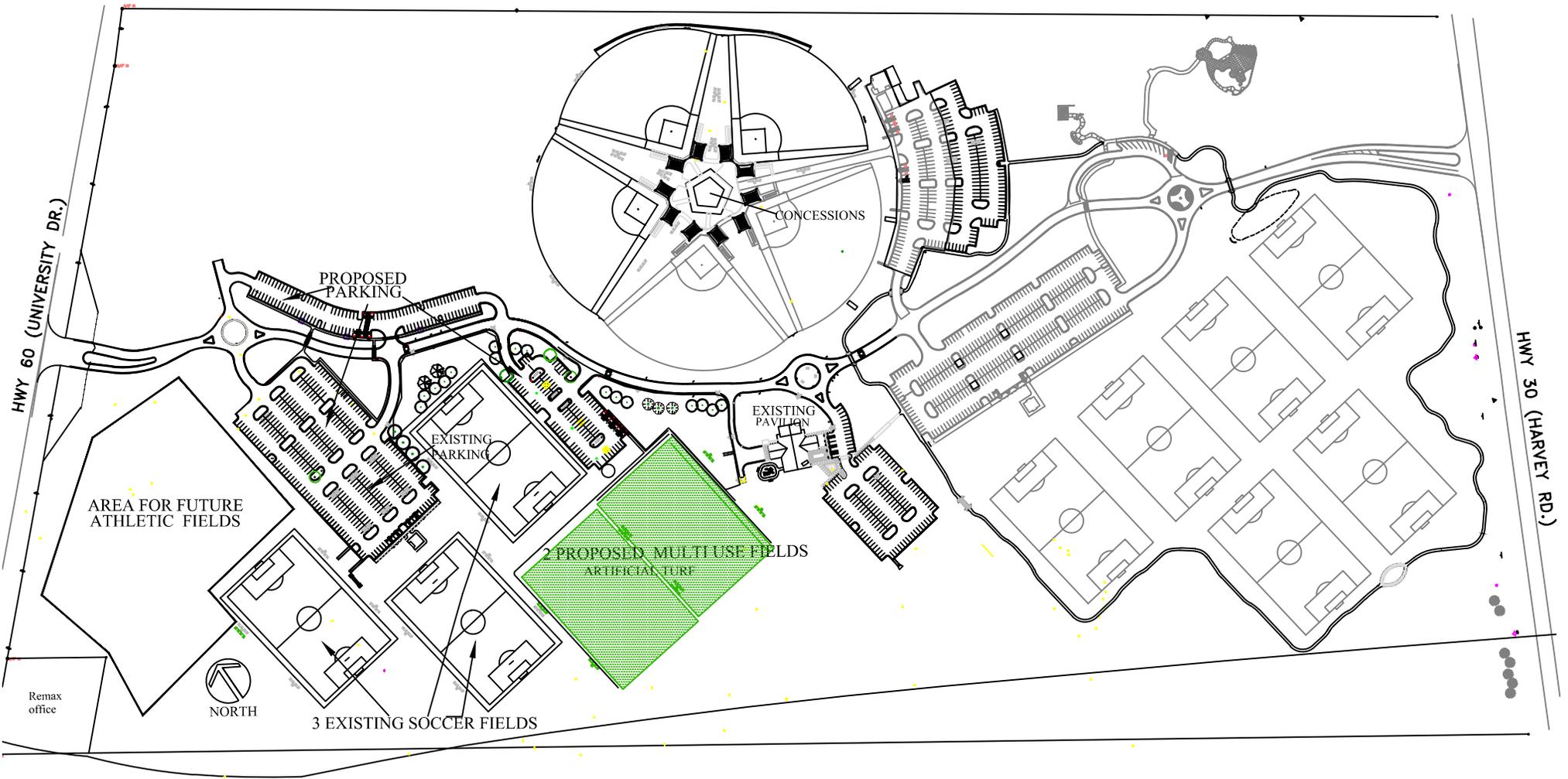
»Bid Item B16: Bidder's quantity was incorrect; therefore, the extended cost, Section B subtotal and Base Bid total were miscalculated. The highlighted amounts above are correct.

Larry Young Paving, Inc. and JaCody, Inc.

»Bids not included on the tabulation due to material mistakes on the bid proposal forms.

Veterans Park Synthetic Fields Project Location Map





August 8, 2013
Consent Agenda Item No. 2e
ILA with TAMU to Update the *Go With The Green* Plan
(Game Day Traffic Operations)

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding an ILA with Texas A&M University to split the cost of a consultant contract to perform a traffic study to update the City's *Go With the Green* plan.

Relationship to Strategic Goals:

1. Improving Transportation

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

Summary: Last year Freese and Nichols was hired to collect post football game traffic data west of Kyle Field after the TAMU and Missouri football game to see what improvements could be made to FM 2818 and George Bush Drive to more efficiently move the traffic. The consultant recommended a few improvements that will be implemented this football season. Additionally, the consultant recommended a comprehensive study of the entire campus area to update the *Go With the Green* plan, which was developed 20 years ago to efficiently move post-game traffic away from the stadium toward major thoroughfares and state highways.

As part of this study, the consultant will collect data on 12 corridors in College Station and Bryan using 83 Blue Tooth readers and 65 traffic counting devices. The data will help the consultant and the city better understand game day traffic patterns and determine the peak travel times to and from the stadium. This information will be utilized to update the existing *Go With The Green* plan. The updated *Go With the Green* plan will help reduce the duration of traffic congestion before and after TAMU football games.

The cost of the study will be \$99,223, which will be equally split between the City of College Station and TAMU.

Budget & Financial Summary: A contingency transfer in the amount of \$50,000 was approved at the July 25, 2013 City Council Meeting to cover the City's portion of the study's cost. Per this ILA, Texas A&M University agrees to pay for one-half of the total study cost up to \$65,000.

Reviewed and Approved by Legal: Yes

Attachments:

1. ILA

**INTERLOCAL AGREEMENT BETWEEN
TEXAS A&M UNIVERSITY AND CITY OF COLLEGE STATION**

This Agreement is, by and between the **City of College Station**, a Texas home-rule municipal corporation (hereinafter "City"), and **Texas A&M University**, a member of The Texas A&M University, an agency of the state of Texas, ("TAMU"); and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the City and the TAMU to enter into this Agreement; and

WHEREAS, the initial Go With The Green Plan (GWTG) was developed in the mid-1990's and has only been marginally modified annually despite the significant development and growth on and around the Texas A&M University campus; and

WHEREAS, the City and TAMU have discussed the need and desire to update the GWTG plan to quickly and efficiently move game-day traffic away from the stadium and out of the community, not only to meet the desires and expectations of the fans, but also to more quickly relieve the congestion on the roadways and minimize the impacts on the local residents; and

WHEREAS, a traffic study needs to be commissioned to study the traffic travel patterns, evaluate the impacts, and provide improvement recommendations; and

WHEREAS, City and TAMU represent that each is independently authorized to perform the functions and obligations contemplated in this Agreement; 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 Study means the data collection, evaluation, analyses and professional services report as defined in **Exhibit "A"**.

1.2 City or College Station is the City of College Station, a Texas home rule municipal corporation whose principal office is located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 TAMU is a member of The Texas A&M University System, an agency of the state of Texas ("TAMU"), whose principal office is located at Transportation Services, 702 University Dr. E, Bldg E, College Station, TX 77840-1805.

1.4 Effective Date. The date on which this Agreement is executed by the last party shall be the date this Agreement goes into effect.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all payments have been made, all documentation, and all closeout documents have been executed and approved as required, and other City documentation has been issued for the Project, and all reports have been submitted and reporting requirements have been met.

II TAMU'S COST PARTICIPATION

2.1 Agree to Participate. TAMU agrees to participate in the amount of one-half (1/2) of the total cost for the Approved Study. TAMU agrees to participate in two payments, an initial participation payment and final participation payment. The initial participation payment for the Approved Study by TAMU will be in the amount of Fifty Thousand Dollars and No Cents (\$50,000). TAMU's final participation payment will be in the amount to make TAMU's participation payments one-half (1/2) of the actual total Approved Study cost, not to exceed sixty-five thousand dollars (\$65,000).

2.2 Application for Payment. Application for payment to the City by TAMU for TAMU's total financial portion shall be sent within 30 days after a professional services contract between the City and professional engineer is executed.

2.3 Time of Payment. Upon receipt of the application for payment, TAMU agrees that it will pay the City within 30 days of receipt of the payment application and consistent with Texas Prompt Pay law.

2.4 Payment Adjustment. If in the event the total cost of the project is less than \$100,000.00, a second payment from TAMU will not be necessary and the City will send a reimbursement check to TAMU in an amount necessary to make TAMU's financial participation equal to one-half (1/2) the actual total Approved Study cost.

III CITY'S RESPONSIBILITIES

3.1 Professional Services Procurement Act. The City, at its sole discretion, will determine the most highly qualified vendor pursuant to Chapter 2254 of the Texas Government Code, as amended and other applicable laws to complete the Approved Study.

3.2 Project Manager. The City will serve as project manager to for the professional services contract.

3.3 Copies of Study. The City will make copies of the final accepted Approved Study available to TAMU within five (5) business days of completion.

IV
GOVERNMENTAL IMMUNITY AND RELEASE

4.1 TAMU and City both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither TAMU nor City consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

4.2 To the extent permitted by the Constitution and laws of the state of Texas, the City and TAMU each individually agree to hold the 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, arising out of or in connection with the obligations pursuant to this Agreement.

V
GENERAL PROVISIONS

5.1 **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.

5.2 **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.

5.3 **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 TAMU represents that he or she is authorized to sign on behalf of TAMU and agrees to provide proof of such authorization to the City upon request.

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

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

City of College Station
Director of Public Works
P. O. Box 9960
College Station, TX 77842
cgilman@cstx.gov

Texas A&M University
Transportation Services
702 University Dr E, Bldg E
College Station, TX 77840-1805
plange@tamu.edu

With copies to:
City Manager
1101 Texas Avenue
PO Box 9960
College Station, TX 77842

Texas A&M University
Contract Administration
750 Agronomy Rd, Suite 3401
College Station, TX 77843-1182
contracts@tamu.edu

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

SIGNED this the _____ day of _____, 2013.

TEXAS A&M UNIVERSITY

CITY OF COLLEGE STATION

By: 

By: _____

Dean Endler
Interim University Contracts Officer

Mayor
Date: _____

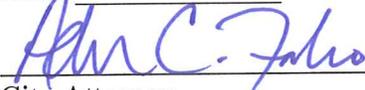
Date: 7.30.13

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____


City Attorney
Date: _____

Executive Director Business Services
Date: _____

EXHIBIT “A”
SCOPE OF APPROVED STUDY

Pre- and Post-Game Traffic Study – Scope

Introduction:

Events that attract large numbers of out of town visitors require a traffic management plan. For Texas A&M Football, that plan has been the Get to the Grid and Go With The Green plans. This plan has been modified and tweaked each year to provide better service to local traffic and visiting traffic. With the recent additions of infrastructure to both the campus and the roadway network, the practical application of this plan needs to be reviewed and analyzed. The Get to the Grid and Go With The Green plans use maps, websites and other pre-season and pre-trip information along with pedestrian and vehicle traffic and transit plans to create a pre- and post-game experience that blends desired travel routes with practical traffic concerns.

Using a combination of data collection techniques (BlueTooth readers, road tubes, manual traffic counting and travel surveys) this Traffic Study will provide an analysis of the routes game goers take to get to and from Kyle Field, surrounding parking lots and transit offerings. Out of the analysis, a set of recommendations for facilitating the ingress and egress of Kyle Field area game goers will be developed. The recommendations will be, as with the Get to the Grid and Go With The Green plans, a combination of information to the public about the best routes and transportation operations treatments.

In support of those final recommendations, the following will need to take place:

1. Data Collection (for TAMU vs Alabama football game 2013):
 - a. A detailed data collection plan will be developed for the roadways (a preliminary plan is included with the scope, the final will be completed prior to ordering the data collection)
 - i. The plan will be based upon the most likely routes local and out-of-town fans will take
 - ii. A hierarchy of preferred routes will be identified and classified
 1. Where multiple likely routes converge, a hierarchy of routes will be developed
 - iii. Data collection will be focused on the intersections where routes converge or diverge from another route (turning movement counts and Bluetooth readers)
 1. Bluetooth readers will be deployed for 24 hours prior to kickoff and 24 hours after kickoff
 2. Turning movement counts will be collected for three hours commencing at the beginning of the fourth quarter
 - iv. The existing Bluetooth readers that are reporting to the Bryan/College Station Mobility Initiative (BCSMI) website will also be used to collect data for this study
 - v. Where road tubes are used, the data will be collected for three separate 24-hour periods (a typical day, the day prior to the game and game day)

- b. A detailed data collection plan will be developed for the parking areas and pedestrian ways recognizing the role of the Get to the Grid and Go With The Green Plans
 - i. The data will be used to understand what routes fans take to get to their desired parking lot
 - ii. The pedestrian data will be used to determine what routes are being used by pedestrians to get back to their vehicles
 - c. The Bluetooth data collection will be performed by CJ Hensch and Associates and TTI using equipment that have in inventory at the time
 - d. Ridership and bus GPS data will be collected and analyzed from Texas A&M Transportation Services for Get to the Grid
 - e. The consultant will be onsite on game day to observe traffic patterns and events. TTI will also supply at least two senior observers to expand coverage.
 - f. The access and parking layout of the proposed renovations to Kyle Field will be reviewed and recommendations for future management options will be presented
 - i. The phases of construction will also be reviewed for potential recommendations regarding the travel patterns of pedestrians and vehicles
 - g. A high resolution aerial photograph of the study area will be captured on game day, which will be supplied by Texas A&M Transportation Services
2. Prepare exhibits utilizing GIS to depict:
 - a. Get to the Grid and Go With the Green plans
 - b. The routes taken to arrive at Kyle Field and their relative popularity
 - c. The routes taken to leave Kyle Field and their relative popularity
 - d. The hierarchy of the preferred routes
 - e. Percent travel direction
 - f. Bus ridership and travel times by route segment
 - g. Locations experiencing extensive congestion and/or delay and causes of those problems
 - h. Locations, operations where inefficiencies are observed or detected and causes for those inefficiencies
 - i. Routes which could carry more traffic
 - j. Opportunities for improvements, both short term and during each phase of stadium development
 - k. Signal system timing concept for George Bush from Wellborn to Texas and Texas Avenue from SH 6 to University Drive
 3. A time-lapsed video exhibit depicting the growth of traffic along the studied routes prior to kick off and after the game has ended will be created
 4. Prepare a draft report explaining the collected data and analysis used to come to the recommendations
 - a. Determine classification scheme of routes (i.e., Super Routes, Major Routes, etc.) and ways to make them more or less desirable
 - b. Identify the respective reach of each of these routes
 - c. Provide recommendations to facilitate flow before and after the games at each stage of stadium development

- d. Explain existing condition of the Go With the Green Plan, the traffic flow on and off campus, how people get to and leave the games using personal vehicles and evaluate the Get to the Grid program
 - e. Provide recommendations to optimize the Go With the Green Plan, improvements to pre-game route information, help on-campus pedestrian and vehicular traffic before and after the game, and how the existing roadway network can be modified to facilitate ingress and egress
 - f. Signal system timing plan(s) for pre- and post-game for George Bush from Texas to Wellborn and Texas Avenue from SH 6 to University Drive, as needed
 - g. Any recommendations that require field implementation will be accompanied by an exhibit (not an engineered drawing) explaining the recommended implementation
 - h. The report will be prepared and submitted to the stakeholders for review and comment
5. Meet with the stakeholders to review and discuss recommendations, receive comments and prepare a plan for finalization of the report
 - a. A final report that has addressed the comments and questions prepared by the stakeholders will be submitted for final review (3 bound paper copies and an electronic file)
 6. Because it is assumed that several, if not all, of the recommendations will be implemented for the 2014 Texas A&M Football season, a follow-up letter report will be created after the fans have had an opportunity to adjust to the implemented recommendations
 - a. The BCSMI Bluetooth data will be collected on a home game day, late in the 2014 season, after the recommendations have been implemented
 - i. This time period will allow the fans to adjust to the implemented recommendations
 - b. The letter report will address the amount of time saved by fans during their ingress and egress
 - c. The letter report will also provide an economic analysis of the time savings using a combination of the traffic volumes collected during the initial study and information from the Bureau of Economic Statistics for the geographic regions indicated by the *Post-Game Traffic Analysis – Texas A&M vs. Missouri* study (March 8, 2013)
 - d. Present findings and recommendations to City of College Station City Council in early 2014

August 8, 2013
Consent Agenda Item No. 2f
Design Contract to Update the *Go With The Green* Plan
(Game Day Traffic Operations)

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion regarding a consultant contract with Freese and Nichols to conduct a Texas A&M home football game traffic study and update the City's *Go With the Green* plan. The cost of the consultant contract is \$99,223, with one-half of the contract amount being paid to the City by Texas A&M University pursuant to an ILA.

Relationship to Strategic Goals:

1. Improving Transportation

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

Summary: Last year Freese and Nichols was hired to collect post football game traffic data west of Kyle Field after the TAMU and Missouri football game to see what improvements could be made to FM 2818 and George Bush Drive to more efficiently move the traffic. The consultant recommended a few improvements that will be implemented this football season. Additionally, the consultant recommended a comprehensive study of the entire campus area to update the *Go With the Green* plan, which was developed 20 years ago to efficiently move post-game traffic away from the stadium toward major thoroughfares and state highways.

As part of this study, the consultant will collect data on 12 corridors in College Station and Bryan using 83 Blue Tooth readers and 65 traffic counting devices. The data will help the consultant and the city better understand game day traffic patterns and determine the peak travel times to and from the stadium. This information will be utilized to update the existing *Go With The Green* plan. The updated *Go With the Green* plan will help reduce the duration of traffic congestion before and after TAMU football games.

The cost of the study will be \$99,223, which will be equally split between the City of College Station and TAMU.

Budget & Financial Summary: A contingency transfer in the amount of \$50,000 was approved at the July 25, 2013 City Council Meeting to cover the City's portion of the study's cost. In addition, an ILA with Texas A&M University is included on today's City Council Meeting Agenda for the University to pay the City one-half of the total study cost.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract - on file in the City Secretary's Office

August 8, 2013
Consent Agenda Item No. 2g
Sewer Service Agreement with TAMU

To: Kathy Merrill, Interim City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion action to consider amended version #3 of the Inter-Local Agreement with Texas A&M, to provide sewer service to each other's facilities in various locations.

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

Recommendation: Approval - TAMU has already signed this revised agreement.

Summary: In 1998, the City and TAMU signed the original Inter-Local Agreement (ILA) that provided for TAMU to provide sewer service to the City's facilities, in locations where that made economic sense. This ILA has been amended twice since then, and now includes the Callaway House dorm and two properties in the Valley Park area (between Turkey Creek Road and FM 2818).

This proposed third amendment will add one more tract to the Valley Park area, a tract that is planned for development, owned by Mr. William Gilmore. This amendment will also recognize that the City already provides sewer service to the TAMU University Apartments (aka Married Student Housing) in the Hensel Park area.

This ILA provides the most cost effective method to provide sewer service to these areas, and will save both entities significant capital costs by avoiding installation of sewer infrastructure where the other party can provide sewer service with their existing infrastructure. Staff is grateful that TAMU is willing to modify this agreement to accommodate the Gilmore tract, and save that very large capital expense. For these reasons, staff recommends approval of the ILA amendment.

Budget & Financial Summary: No Budget impact.

Reviewed and Approved by Legal: Yes

Attachment:

ILA (amendment 3)

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

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

WHEREAS, the City of College Station, a home rule municipality incorporated under the laws of the State of Texas (hereinafter referred to as "CITY") desires to enter into this Third Restated and Amended Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste (this "Agreement") which is a restated third amended agreement to the original Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste dated November 11, 1998 (the "Original Agreement") as modified by the Amendment No. 1 Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste dated April 9, 2004 (the "First Amended Agreement"), and by the Amendment No. 2 dated July 25, 2011 (the "Second Amended Agreement"), with Texas A&M University, a land grant University and agency of the State of Texas (hereinafter referred to as "TAMU") for the purpose of authorizing each party to treat wastewater on behalf of the other party on a contract basis under the rates, terms and conditions set forth in this Agreement; and

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

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

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

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

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

WHEREAS, TAMU considers it in its best interests to direct the sanitary

wastewater flow from certain TAMU properties to the CITY for treatment, and

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

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

WHEREAS, the CITY desires to increase the number of connections provided for under the Original Agreement and under the First and Second Amended Agreements; and TAMU wishes to formalize its arrangement with the CITY for the University Apartment/Hensel Park service area that is currently served by the CITY.

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

1. Description of the Waste Water

1.01 The estimated daily average wastewater flow rate from the CITY to TAMU for each designated point of delivery is as follows:

- 1.01.1 Delivery Point A (Callaway House) 39,000 gallons
- 1.01.2 Delivery Point B (Pornada Tract) 48,000 gallons
- 1.01.3 Delivery Point C (Benson Tract – R13542) 300 gallons
- 1.01.4 Delivery Point D (Gilmore Tract - R12051, R15371, R15370) 90,000 gallons.

The estimated daily average wastewater flow rate from TAMU to the CITY from the University Apartment area is:

- 101.5 20,000 gallons.

1.02 The estimated daily peak wastewater flow rate for each designated point of delivery is as follows:

- 1.02.1 Delivery Point A (Callaway House) 117,000 gallons
- 1.02.2 Delivery Point B (Pornada Tract) 144,000 gallons
- 1.01.3 Delivery Point C (Benson Tract – R13542) 600 gallons
- 1.01.4 Delivery Point D (Gilmore Tract – R12051, R15371, R15370) 360,000 gallons

The estimated daily peak wastewater flow rate for TAMU to the CITY from the University Apartment area is:

101.5 130,000 gallons.

- 1.03 The estimated wastewater strength will be typical domestic waste with an average five-day biochemical oxygen demand of less than 200 milligrams per liter and suspended solids of less than 200 milligrams per liter.
- 1.04 The wastewater will comply in every regard with the Industrial Waste Regulations of the CITY, specifically including, but not limited to, prohibited discharges and stormwater and unpolluted discharges,
- 1.05 The CITY will remit to TAMU (and TAMU will remit to the CITY) any surcharge for wastes of abnormal strength as defined in the CITY Industrial Waste Regulations.

2. Term & Termination

- 2.01 This Agreement goes into effect as of the last date of the authorized signature hereto and will be automatically renewed for three (3) years. Thereafter, this Agreement will automatically renew every three (3) years upon the same terms and conditions until this Agreement is terminated according to the provisions of Paragraph 2.02.
- 2.02 Subject to the provisions of Paragraph 2.07, either party may cancel this Agreement by providing written notice to the other party. Such termination shall not be effective, and either party shall continue to provide domestic sanitary wastewater treatment services, until the other party is able to find an alternate method of treating said wastewater, or one (1) year from the date of receipt of notice of termination, whichever occurs first.
- 2.03 In the event the constituent characteristics of the domestic sanitary sewer wastewater as described herein causes a violation of either party's TCEQ permit, the receiving party may immediately disconnect, or plug, the connection to its sewer system until the condition is cured. Further, under these conditions, the offending party agrees to be liable for regulatory fines to the receiving party associated with each such permit violation.
- 2.04 During the term of this Agreement, both parties agree to and shall treat the quantities of domestic sanitary sewer wastewater described herein.
- 2.05 If the average daily wastewater flows exceed those estimated herein by more than fifty percent (50%) over a three-month period, either party may initiate termination.
- 2.06 If either party's wastewater flows approach the planning for expansion threshold established in the TCEQ permit, either party may initiate termination.
- 2.07 For either of the hydraulic situations described in paragraphs 2.05 or 2.06 above, TAMU and the CITY agree to explore other alternatives to termination.

3. Terms and Conditions of Service

- 3.01 CITY will deliver to TAMU at each point of delivery designated by TAMU during the term of this Agreement domestic sanitary sewer waste in the amounts and constituent characteristics as described in Section 1 above and facilities contained thereon.
- 3.02 TAMU will deliver to the CITY at each point of delivery during the term of this Agreement domestic sanitary sewer waste in the amounts and constituent characteristics as described in Section 1 above and facilities contained thereon.
- 3.03 At each point of delivery designated herein, title and responsibility for the domestic sanitary sewer wastewater shall pass from the delivering party to the receiving party.
- 3.04 Each party will design, construct, own and maintain an adequately sized sewer system to connect to each point of delivery. The parties hereto agree that the sanitary sewer line constructed shall be according to specifications in compliance with TCEQ requirements.
- 3.05 Prior to connection to the TAMU sewer, the CITY shall show the point of delivery in a scaled drawing and deliver it to TAMU. No construction upon TAMU property will be initiated prior to written authorization from TAMU, which authorization shall not be unreasonably withheld. Likewise, TAMU will provide a scaled drawing showing the point of delivery and present it to the CITY. No construction on CITY property will be initiated prior to written notice from the CITY, which authorization shall not be unreasonably withheld.
- 3.06 The CITY and TAMU mutually agree to the normal and customary practice in restoring any service interruption.
- 3.07 CITY agrees to obtain TAMU concurrence for any construction or maintenance activities with any connection.
- 3.08 CITY agrees to restore any damaged landscaping, paving, irrigation etc. disturbed as a result of construction or maintenance of this connection.
- 3.09 CITY provides no implied vesting of zoning nor land use with this agreement. Developer of Gilmore tract is totally responsible to pursue any zoning that may be required, and CITY provides no guarantees for approval of zoning change requests.

4. Wholesale Contract Rate

The rate charged by TAMU and paid by CITY on a monthly basis shall be the rate TAMU charges on campus. This rate is updated annually by TAMU and effective on September 1st of each calendar year.

5. Metering

The parties agree that the monthly quantity of domestic sanitary sewer waste for billing purposes will be equal to 100% of the quantity of potable water delivered by either party to any facility served by this connection. Both parties will furnish, install,

operate, and maintain, at its own expense, the necessary equipment and devices of standard type required for properly measuring the quantity of potable water furnished to the facilities. Both parties shall have access to such metering equipment at all reasonable times for inspection and examination. If either party is unable to read any meter at the end of a month, either party shall estimate the quantity of potable water furnished to the facility in accordance with its standard billing practice. Reconciliation of actual to estimated billing will be made within three (3) months of the estimated billing.

6. Payment

- 6.01 Both parties shall provide the other party with metered monthly quantities on or about the 5th day of each month. Billing shall be rendered by both parties on or about the 25th day of each month. Both parties shall make payment not later than thirty (30) days after the billing date of each month.
- 6.02 Each party has agreed to waive the billing provisions in this Agreement effective 07/01/2013, but will continue to provide metered data per this Agreement. Billing will be resumed by both parties upon a minimum of thirty day written notice should either party decide to commence billing due to a significant imbalance in the quantity of wastewater received during the previous 12 month period.
- 6.03 The obligation of the CITY to make payments under this Agreement shall constitute an operating expense of its wastewater system payable solely from the revenues and receipts of such system.

7. Capacity

Both parties represent that they currently have sufficient capacity at their wastewater treatment plants to accept and treat the domestic sanitary sewer wastewater, of the hydraulic and constituent characteristics described herein. Additionally, both parties represent that accepting the additional estimated flows, of the hydraulic and constituent characteristics described herein, will not violate any current terms of their wastewater permits issued by the TCEQ or the EPA. In the event either party develops an issue with limited capacity to accept or treat wastewater from the other party, with 18 month advance notification, either party can request and require that the other party make provisions to either a) begin accepting all or part of the wastewater being sent to the other party or b) agree to make a mutually agreed upon financial payment (either one-time or ongoing) to cover the cost of the party continuing to receive wastewater.

8. Hold Harmless

To the extent permitted by law and subject to the limitations as to damages in the Texas Tort Claims Act, CITY and TAMU agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement to the extent authorized by the laws and Constitution of the State of Texas.

9. Force Majeure

If for any reason of "force majeure," either CITY or TAMU shall be rendered

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

10. Invalidity

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

11. Notices and Payments

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

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

CITY OF COLLEGE STATION

Attention: Director of Water Services Department
1601 Graham Road
College Station, Texas 77845

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

TEXAS A&M UNIVERSITY

Utilities & Energy Services
Texas A&M University
1584 TAMU
College Station, TX 77843

With a copy to: TEXAS A&M UNIVERSITY
Vice President for Administration
1179 TAMU
College Station, Texas 77843

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

12. Entire Agreement

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

13. Amendment

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

14. Texas Law

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

15. Place of Performance and Venue

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

16. Authority to Enter Contract

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

17. Waiver

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach

excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. Agreement Read

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

19. Assignment

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

20. Multiple Originals

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

SIGNED this the _____ day of _____, 2013.

TEXAS A&M UNIVERSITY

CITY OF COLLEGE STATION

By:_____

By:_____
Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

City Manager

Executive Director Business Services

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on this day of _____ 2013, by _____ in his capacity as _____ of Texas A&M University, an agency of the State of Texas, on its behalf.

Notary Public in and for
the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

This instrument was acknowledged before me on this day of _____
2013, by Nancy Berry in her capacity as Mayor of the City of College Station, a Texas
home-rule municipal corporation, on its behalf.

Notary Public in and for
the State of Texas

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

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

WHEREAS, the City of College Station, a home rule municipality incorporated under the laws of the State of Texas (hereinafter referred to as "CITY") desires to enter into this Third Restated and Amended Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste (this "Agreement") which is a restated third amended agreement to the original Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste dated November 11, 1998 (the "Original Agreement") as modified by the Amendment No. 1 Interlocal Agreement between the City of College Station and Texas A&M University for the Wholesale Treatment of Domestic Sanitary Waste dated April 9, 2004 (the "First Amended Agreement"), and by the Amendment No. 2 dated July 25, 2011 (the "Second Amended Agreement"), with Texas A&M University, a land grant University and agency of the State of Texas (hereinafter referred to as "TAMU") for the purpose of authorizing each party to treat wastewater on behalf of the other party on a contract basis under the rates, terms and conditions set forth in this Agreement; and

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

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

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

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

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

WHEREAS, TAMU considers it in its best interests to direct the sanitary wastewater flow from certain TAMU properties to the CITY for treatment, and

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

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

WHEREAS, the CITY desires to increase the number of connections provided for under the Original Agreement and under the First and Second Amended Agreements; and TAMU wishes to formalize its arrangement with the CITY for the University Apartment/Hensel Park service area that is currently served by the CITY.

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

1. Description of the Waste Water

1.01 The estimated daily average wastewater flow rate from the CITY to TAMU for each designated point of delivery is as follows:

- 1.01.1 Delivery Point A (Callaway House) 39,000 gallons
- 1.01.2 Delivery Point B (Pornada Tract) 48,000 gallons
- 1.01.3 Delivery Point C (Benson Tract – R13542) 300 gallons
- 1.01.4 Delivery Point D (Gilmore Tract - R12051, R15371, R15370) 90,000 gallons.

The estimated daily average wastewater flow rate from TAMU to the CITY from the University Apartment area is:

101.5 20,000 gallons.

1.02 The estimated daily peak wastewater flow rate for each designated point of delivery is as follows:

- 1.02.1 Delivery Point A (Callaway House) 117,000 gallons
- 1.02.2 Delivery Point B (Pornada Tract) 144,000 gallons
- 1.01.3 Delivery Point C (Benson Tract – R13542) 600 gallons
- 1.01.4 Delivery Point D (Gilmore Tract – R12051, R15371, R15370) 360,000 gallons

The estimated daily peak wastewater flow rate for TAMU to the CITY from the University Apartment area is:

101.5 130,000 gallons.

- 1.03 The estimated wastewater strength will be typical domestic waste with an average five-day biochemical oxygen demand of less than 200 milligrams per liter and suspended solids of less than 200 milligrams per liter.
- 1.04 The wastewater will comply in every regard with the Industrial Waste Regulations of the CITY, specifically including, but not limited to, prohibited discharges and stormwater and unpolluted discharges,
- 1.05 The CITY will remit to TAMU (and TAMU will remit to the CITY) any surcharge for wastes of abnormal strength as defined in the CITY Industrial Waste Regulations.

2. Term & Termination

- 2.01 This Agreement goes into effect as of the last date of the authorized signature hereto and will continue in effect for a period of five (5) years. Thereafter, this Agreement may be renewed, in writing signed by both parties, for additional five (5) year periods upon the same terms and conditions until this Agreement is terminated according to the provisions of Paragraph 2.02.
- 2.02 Subject to the provisions of Paragraph 2.07, either party may cancel this Agreement by providing written notice to the other party. Such termination shall not be effective, and either party shall continue to provide domestic sanitary wastewater treatment services, until the other party is able to find an alternate method of treating said wastewater, or one (1) year from the date of receipt of notice of termination, whichever occurs first.
- 2.03 In the event the constituent characteristics of the domestic sanitary sewer wastewater as described herein causes a violation of either party's TCEQ permit, the receiving party may immediately disconnect, or plug, the connection to its sewer system until the condition is cured. Further, under these conditions, the offending party agrees to be liable for regulatory fines to the receiving party associated with each such permit violation.
- 2.04 During the term of this Agreement, both parties agree to and shall treat the quantities of domestic sanitary sewer wastewater described herein.
- 2.05 If the average daily wastewater flows exceed those estimated herein by more than fifty percent (50%) over a three-month period, either party may initiate termination.
- 2.06 If either party's wastewater flows approach the planning for expansion threshold established in the TCEQ permit, either party may initiate termination.
- 2.07 For either of the hydraulic situations described in paragraphs 2.05 or 2.06 above, TAMU and the CITY agree to explore other alternatives to termination.

3. Terms and Conditions of Service

- 3.01 CITY will deliver to TAMU at each point of delivery designated by TAMU

during the term of this Agreement domestic sanitary sewer waste in the amounts and constituent characteristics as described in Section 1 above and facilities contained thereon.

- 3.02 TAMU will deliver to the CITY at each point of delivery during the term of this Agreement domestic sanitary sewer waste in the amounts and constituent characteristics as described in Section 1 above and facilities contained thereon.
- 3.03 At each point of delivery designated herein, title and responsibility for the domestic sanitary sewer wastewater shall pass from the delivering party to the receiving party.
- 3.04 Each party will design, construct, own and maintain an adequately sized sewer system to connect to each point of delivery. The parties hereto agree that the sanitary sewer line constructed shall be according to specifications in compliance with TCEQ requirements.
- 3.05 Prior to connection to the TAMU sewer, the CITY shall show the point of delivery in a scaled drawing and deliver it to TAMU. No construction upon TAMU property will be initiated prior to written authorization from TAMU, which authorization shall not be unreasonably withheld. Likewise, TAMU will provide a scaled drawing showing the point of delivery and present it to the CITY. No construction on CITY property will be initiated prior to written notice from the CITY, which authorization shall not be unreasonably withheld.
- 3.06 The CITY and TAMU mutually agree to the normal and customary practice in restoring any service interruption.
- 3.07 CITY agrees to obtain TAMU concurrence for any construction or maintenance activities with any connection.
- 3.08 CITY agrees to restore any damaged landscaping, paving, irrigation etc. disturbed as a result of construction or maintenance of this connection.
- 3.09 CITY provides no implied vesting of zoning or land use with this agreement. The commercial developer of Gilmore tract, noted above, is solely responsible for securing to pursue any zoning that may be required, and CITY provides no guarantees for approval of zoning change requests.

4. Wholesale Contract Rate

The rate charged by TAMU and paid by CITY on a monthly basis shall be the rate TAMU charges on campus. This rate is updated annually by TAMU and effective on September 1st of each calendar year.

5. Metering

The parties agree that the monthly quantity of domestic sanitary sewer waste for billing purposes will be equal to 100% of the quantity of potable water delivered by either party to any facility served by this connection. Both parties will furnish, install,

operate, and maintain, at its own expense, the necessary equipment and devices of standard type required for properly measuring the quantity of potable water furnished to the facilities. Both parties shall have access to such metering equipment at all reasonable times for inspection and examination. If either party is unable to read any meter at the end of a month, either party shall estimate the quantity of potable water furnished to the facility in accordance with its standard billing practice. Reconciliation of actual to estimated billing will be made within three (3) months of the estimated billing.

6. Payment

- 6.01 Both parties shall provide the other party with metered monthly quantities on or about the 5th day of each month. Billing shall be rendered by both parties on or about the 25th day of each month. The parties agree to remit payments as necessary not later than thirty (30) days after the billing date of each month.
- 6.02 Each party has agreed to waive the billing provisions in this Agreement effective 07/01/2013, but will continue to provide metered data per this Agreement. Either party may resume billing upon a minimum of thirty day written notice due to a significant imbalance in the quantity of wastewater received during the previous 12 month period.
- 6.03 The obligation of the CITY to make payments under this Agreement shall constitute an operating expense of its wastewater system payable solely from the revenues and receipts of such system.

7. Capacity

Both parties represent that they currently have sufficient capacity at their wastewater treatment plants to accept and treat the domestic sanitary sewer wastewater, of the hydraulic and constituent characteristics described herein. Additionally, both parties represent that accepting the additional estimated flows, of the hydraulic and constituent characteristics described herein, will not violate any current terms of their wastewater permits issued by the TCEQ or the EPA. In the event either party develops an issue with limited capacity to accept or treat wastewater from the other party, with 18 month advance notification, either party can request that the other party make provisions to either a) begin accepting all or part of the wastewater being sent to the other party or b) agree to make a mutually agreed upon financial payment (either one-time or ongoing) to cover the cost of the party continuing to receive wastewater.

8. Hold Harmless

To the extent permitted by law and subject to the limitations as to damages in the Texas Tort Claims Act, CITY and TAMU agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement to the extent authorized by the laws and Constitution of the State of Texas.

9. Force Majeure

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

10. Invalidity

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

11. Notices and Payments

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

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

CITY OF COLLEGE STATION

Attention: Director of Water Services Department
1601 Graham Road
College Station, Texas 77845

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

TEXAS A&M UNIVERSITY

Utilities & Energy Services
Texas A&M University
1584 TAMU
College Station, TX 77843

With a copy to: TEXAS A&M UNIVERSITY
Vice President for Administration
1179 TAMU
College Station, Texas 77843

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

12. Entire Agreement

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

13. Amendment

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

14. Texas Law

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

15. Place of Performance and Venue

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

16. Authority to Enter Contract

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

17. Waiver

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. Agreement Read

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

19. Assignment

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

20. Multiple Originals

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

SIGNED this the _____ day of _____, 2013.

TEXAS A&M UNIVERSITY

CITY OF COLLEGE STATION

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

By: _____
Mayor

ATTEST:

City Secretary

APPROVED:
John Hester
City Attorney

City Manager

Executive Director Business Services

STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS

This instrument was acknowledged before me on this day of July 30 2013, by B. J. Crain in her capacity as Vice President for Finance & CFO of Texas A&M University, an agency of the State of Texas, on its behalf.



Lisa M. Rosser
Notary Public in and for
the State of Texas

STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS

This instrument was acknowledged before me on this day of _____ 2013, by Nancy Berry in her capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on its behalf.

Notary Public in and for
the State of Texas

August 8, 2013
Consent Agenda Item No. 2h
Fire Department Asset Management Audit

To: Mayor and Members of the City Council

From: Ty Elliott, City Internal Auditor

Agenda Caption: Presentation, possible action, and discussion concerning the City Internal Auditor's Fire Department Asset Management Audit.

Recommendation(s): Audit recommendations are on pages 18 through 19 of the report.

Summary:

Reasons for the Audit:

The City is currently considering an upgrade to its ERP system. This audit was designed to help the City better understand the current condition and challenges of its ERP system, which in turn will help the City make a more informed decision when selecting the new system.

This audit focused on the Fire Department. By initially focusing on just one department, we were able to work out the best ways for completing audits of this kind. As we now embark on a city-wide asset management audit, we are confident that we will be able to carry it out efficiently and effectively.

Results from the Audit:

In the course of the audit we found areas where internal controls could be strengthened. There were three primary lessons to be learned from this audit.

1. The City's new ERP system should offer more integration between applications than the current system.
2. The City should develop and implement an efficient method for locating assets that have been recorded in the City's accounting records.
3. The City's policies and procedures should have a greater focus on asset management.

Upon completion of this audit, we have decided to continue the asset management audit city-wide. We believe this will be beneficial as it will further highlight areas where the City's asset management policies and procedures can be improved.

Attachments: The Fire Department Asset Management Audit Report is on file and available for review in the City Secretary's Office.

August 8, 2013
Consent Agenda Item No. 2i
First Renewal of Copying and Printing Services

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director of Business Services

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

Relationship to Strategic Goals: Financially Sustainable City

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

Summary: Staff issued a Request for Proposal, #12-075, in July 2012 for the City's Copying and Printing Services. Six (6) sealed proposals were received and were reviewed by a committee of representatives from several City departments. The following awards were approved by Council on August 23, 2012:

I. Category I - Digital Print and Copy

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

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

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

This category includes City letterhead, pre-printed envelopes and business cards. Award is recommended to:

Cerqa \$20,000

In July 2013, renewal letters were signed and returned by Tops Printing, Copy Corner, Office Depot and Cerqa. Upon Council approval, staff will issue new blanket purchase orders to be used by all City departments throughout the year.

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

Reviewed and Approved by Legal: N/A

Attachments: Letters of renewal: Tops Printing, Copy Corner, Office Depot, Cerqa

RENEWAL (1) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the Annual Price Agreement for City Copying and Printing Services and all other terms and conditions previously agreed to and accepted for an amount not to exceed Forty Thousand and No/100 Dollars (\$40,000).

I understand this renewal agreement will be for the period beginning August 29, 2013 through August 28, 2014. This is the first of two renewal options.

TOPS PRINTING, INC.

Jh P. Britton, President
Authorized Signature

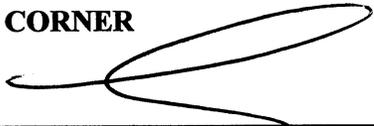
6/24/13
Date

RENEWAL (1) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the Annual Price Agreement for City Copying and Printing Services and all other terms and conditions previously agreed to and accepted for an amount not to exceed Forty Thousand and No/100 Dollars (\$40,000).

I understand this renewal agreement will be for the period beginning August 29, 2013 through August 28, 2014. This is the first of two renewal options.

COPY CORNER



Authorized Signature

6-24-13
Date

Larry Hodges
President

RENEWAL (1) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the Annual Price Agreement for City Copying and Printing Services and all other terms and conditions previously agreed to and accepted for an amount not to exceed Twenty Thousand and No/100 Dollars (\$20,000).

I understand this renewal agreement will be for the period beginning August 29, 2013 through August 28, 2014. This is the first of two renewal options.

For purposes of clarification, terms and conditions are governed by Office Depot's State of Florida Contract.

OFFICE DEPOT

[Signature]
Authorized Signature
*Regional Vice President,
Office Depot*

7-10-13
Date

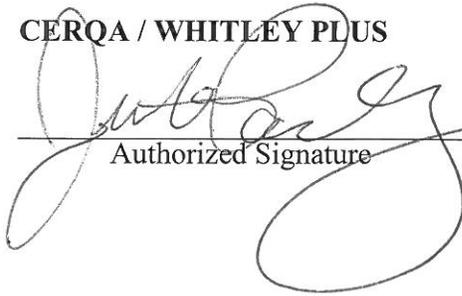


RENEWAL (1) ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the Annual Price Agreement for City Copying and Printing Services and all other terms and conditions previously agreed to and accepted for an amount not to exceed Twenty Thousand and No/100 Dollars (\$20,000).

I understand this renewal agreement will be for the period beginning August 29, 2013 through August 28, 2014. This is the first of two renewal options.

CERQA / WHITLEY PLUS



Authorized Signature

7/10/13

Date

August 08, 2013
Consent Agenda Item No. 2j
Call Public Hearing on FY 2013-2014 Proposed Budget

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on calling a public hearing on the City of College Station FY 2013-2014 Proposed Budget for Thursday August 22, 2013 at 7:00 PM in the City Hall Council Chambers.

Recommendation(s): Staff recommends the City Council call a public hearing on the City of College Station FY 2013-2014 Proposed Budget for Thursday August 22, 2013 at 7:00 PM in the City Hall Council Chambers.

Summary: State law says that notice of the public hearing on the budget must be made no less than 10 days prior to the meeting for the public hearing. After the public hearing the Council may insert or delete items or may increase or decrease items so long as the total of any increases or insertions do not increase the total budget by 3% or more.

Budget & Financial Summary: The proposed budget will be available for review.

Review and Approved by Legal: N/A

Attachments:

N/A

August 8, 2013
Consent Agenda Item No. 2k
Purchase of Various Transformers

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of various pad-mounted distribution transformers to be maintained in inventory to KBS, \$81,350.00 and Priester-Mell & Nicholson, \$30,893.00, for a total of \$112,243.00.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Recommend award to the lowest responsible bidder providing the best value to the City as follows:

Item 1:	KBS	\$37,600.00
Item 2:	KBS	\$16,210.00
Item 3:	KBS	\$16,310.00
Item 4:	Priester-Mell & Nicholson	\$15,470.00
Item 5:	Priester-Mell & Nicholson	\$ 3,178.00
Item 6:	KBS	\$11,230.00
Item 7:	Priester-Mell & Nicholson	\$12,245.00

TOTAL **\$112,243.00**

Summary: Six (6) sealed competitive bids were received and opened on July 22, 2013. KBS and Priester-Mell & Nicholson were the lowest responsible bidders for their respective bid items. Priester-Mell & Nicholson did take exception to the bid's liquidated damages. Their bids were recalculated according to the instructions in the bid documents, and they remained the low bidder on item 4, 5, and 7. Upon Council approval, purchase orders will be issued to the vendors recommended for award. The transformers will be placed and maintained in the electrical inventory and expensed as necessary.

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

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #13-083

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

ITEM NUMBER: 1

ITEM DESCRIPTION: 25 KVA Padmount Transformer 240/120

Order Quantity: 25

INVENTORY #: 285-086-00031

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities #1	GE	\$1,881.48	\$47,037.00	\$2,363.54	7
HD Supply Utilities #2	Ermco	\$1,552.38	\$38,809.50	\$1,997.70	8-10
KBS #1	Cooper	\$1,965.00	\$49,125.00	\$2,481.02	7-9
KBS #2	Ermco	\$1,504.00	\$37,600.00	\$1,949.32	8-10
Priester Mell & Nicholson	Central Moloney	\$1,624.00	\$40,600.00	\$2,126.94	8
TEC #1	Ermco	\$1,545.00	\$38,625.00	\$1,990.32	9-11
TEC #2	GE	\$1,871.00	\$46,775.00	\$2,353.06	8-9
Techline #1	Howard	\$1,569.00	\$39,225.00	\$2,051.06	6-8
Techline #2	Howard	\$1,929.00	\$48,225.00	\$2,297.52	8-10
Wesco	ABB	\$1,776.00	\$44,400.00	\$2,247.13	6-8

Low Bid

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

ITEM NUMBER: 2

ITEM DESCRIPTION: 37.5 KVA Padmount Transformer 240/120

Order Quantity: 10

INVENTORY #: 285-086-00059

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities #1	GE	\$2,021.16	\$20,211.60	\$2,684.36	7
HD Supply Utilities #2	Ermco	\$1,668.78	\$16,687.80	\$2,318.27	8
KBS #1	Cooper	\$2,181.00	\$21,810.00	\$2,865.98	7-9
KBS #2	Ermco	\$1,621.00	\$16,210.00	\$2,270.49	8-10
Priester Mell & Nicholson	Central Moloney	\$1,767.00	\$17,670.00	\$2,422.08	8
TEC #1	Ermco	\$1,660.00	\$16,600.00	\$2,309.49	9-11
TEC #2	GE	\$2,010.00	\$20,100.00	\$2,673.20	8-9
Techline #1	Howard	\$1,929.00	\$19,290.00	\$2,573.18	6-8
Techline #2	Howard	\$2,122.00	\$21,220.00	\$2,789.39	8-10
Wesco	ABB	\$1,855.00	\$18,550.00	\$2,536.22	6-8

Low Bid

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

ITEM NUMBER: 3

ITEM DESCRIPTION: 50 KVA Padmount Transformer 240/120

Order Quantity: 10

INVENTORY #: 285-086-00032

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities #1	GE	\$2,142.85	\$21,428.50	\$2,976.94	7
HD Supply Utilities #2	Ermco	\$1,819.04	\$18,190.40	\$2,602.02	8-10
KBS #1	Cooper	\$2,398.00	\$23,980.00	\$3,234.52	7-9
KBS #2	Ermco	\$1,631.00	\$16,310.00	\$2,415.85	8-10
Priester Mell & Nicholson	Central Moloney	\$1,859.00	\$18,590.00	\$2,676.57	8
TEC #1	Ermco	\$1,810.00	\$18,100.00	\$2,592.98	9-11
TEC #2	GE	\$2,131.00	\$21,310.00	\$2,965.09	8-9
Techline #1	Howard	\$2,058.00	\$20,580.00	\$2,873.38	6-8
Techline #2	Howard	\$2,378.00	\$23,780.00	\$3,104.20	8-10
Wesco	ABB	\$2,032.00	\$20,320.00	\$2,847.04	6-8

Low Bid

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

ITEM NUMBER: 4

ITEM DESCRIPTION: 50 KVA Type II Padmount Transformer 240/120 (low profile)

Order Quantity: 10

INVENTORY #: 285-086-00061

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities #1	GE	\$1,804.00	\$18,040.00	\$2,634.02	7
HD Supply Utilities #2	Ermco	\$1,681.48	\$16,814.80	\$2,466.33	8-10
KBS #1	Cooper	\$2,364.00	\$23,640.00	\$3,219.59	7-9
KBS #2	Ermco	\$1,826.00	\$18,260.00	\$2,581.92	8-10
Priester Mell & Nicholson	Central Moloney	\$1,547.00	\$15,470.00	\$2,362.70	8
TEC #1	Ermco	\$1,675.00	\$16,750.00	\$2,459.85	9-11
TEC #2	GE	\$1,898.00	\$18,980.00	\$2,728.02	8-9
Techline #1	Howard	\$1,873.00	\$18,730.00	\$2,677.14	6-8
Techline #2	Howard	\$2,095.00	\$20,950.00	\$2,835.84	8-10
Wesco	ABB	\$1,987.00	\$19,870.00	\$2,862.74	6-8

Low bid

Note: PM&N took exception to liquidated damages but retained low bid after recalculation for evaluation.

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

ITEM NUMBER: 5

ITEM DESCRIPTION: 50 KVA Padmount Transformer 480/240

Order Quantity: 2

INVENTORY #: 285-086-00062

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities #1	GE	\$2,564.02	\$5,128.04	\$3,396.85	7
HD Supply Utilities #2	Ermco	\$1,882.54	\$3,765.08	\$2,638.46	8-10
KBS #1	Cooper	\$2,390.00	\$4,780.00	\$3,221.84	7-9
KBS #2	Ermco	\$1,827.00	\$3,654.00	\$2,582.92	8-10
Priester Mell & Nicholson	Central Moloney	\$1,589.00	\$3,178.00	\$2,446.77	8
TEC #1	Ermco	\$1,872.00	\$3,744.00	\$2,627.82	9-11
TEC #2	GE	\$2,550.00	\$5,100.00	\$3,382.83	8-9
Techline #1	Howard	\$2,432.00	\$4,864.00	\$3,255.16	6-8
Techline #2	Howard	\$2,819.00	\$5,638.00	\$3,554.24	8-10
Wesco	ABB	\$2,093.00	\$4,186.00	\$2,876.54	6-8

Low bid

Note: PM&N took exception to liquidated damages but retained low bid after recalculation for evaluation.

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

ITEM NUMBER: 6

ITEM DESCRIPTION: 75 KVA Padmount Transformer 240/120

Order Quantity: 5

INVENTORY #: 285-086-00033

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities #1	GE	\$2,629.62	\$13,148.10	\$3,739.09	7
HD Supply Utilities #2	Ermco	\$2,316.40	\$11,582.00	\$3,417.10	8-10
KBS #1	Cooper	\$2,741.00	\$13,705.00	\$3,848.20	7-9
KBS #2	Ermco	\$2,246.00	\$11,230.00	\$3,346.70	8-10
Priester Mell & Nicholson	Central Moloney	\$2,253.30	\$11,266.50	\$3,374.88	8
TEC #1	Ermco	\$2,304.00	\$11,520.00	\$3,404.70	9-11
TEC #2	GE	\$2,615.00	\$13,075.00	\$3,724.47	8-9
Techline #1	Howard	\$2,528.00	\$12,640.00	\$3,637.77	6-8
Techline #2	Howard	\$2,870.00	\$14,350.00	\$3,874.50	8-10
Wesco	ABB	\$2,357.00	\$11,785.00	\$3,441.17	6-8

Low bid

PM&N's original bid was \$2146 but took "exception to liquidated damages." Per bid specifications, 5% was added to the unit price and recalculated to \$2253.30. Total Owning Cost (TOC) recalculated from \$3267.58 to \$3374.88.

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

ITEM NUMBER: 7

ITEM DESCRIPTION: 100 KVA Padmount Transformer 240/120

Order Quantity: 5

INVENTORY #: 285-086-00034

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply Utilities #1	GE	\$3,046.00	\$15,230.00	\$4,417.48	7
HD Supply Utilities #2	Ermco	\$2,707.93	\$13,539.65	\$4,075.65	8-10
KBS #1	Cooper	\$3,051.00	\$15,255.00	\$4,427.95	7-9
KBS #2	Ermco	\$2,624.00	\$13,120.00	\$3,991.72	8-10
Priester Mell & Nicholson	Central Moloney	\$2,449.00	\$12,245.00	\$3,831.66	8
TEC #1	Ermco	\$2,693.00	\$13,465.00	\$4,060.72	9-11
TEC #2	GE	\$3,030.00	\$15,150.00	\$4,401.48	8-9
Techline #1	Howard	\$2,930.00	\$14,650.00	\$4,287.46	6-8
Techline #2	Howard	\$3,297.00	\$16,485.00	\$4,431.56	8-10
Wesco	ABB	\$2,593.00	\$12,965.00	\$4,059.36	6-8

Low bid

Note: PM&N took exception to liquidated damages but retained low bid after recalculation for evaluation.

City of College Station - Purchasing Division
 Bid Tabulation for #13-083
 "Purchase of Pad-Mount Transformers"
 Open Date: Tuesday, July 23, 2013 @ 2:00 pm

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 25 KVA Padmount Transformer 240/120 Inventory #285-086-00031	KBS	Ermco	25	\$1,504	\$37,600	8-10 weeks
Item #2 37.5 KVA Padmount Transformer 240/120 Inventory #285-086-00059	KBS	Ermco	10	\$1,621	\$16,210	8-10 weeks
Item #3 50 KVA Padmount Transformer 240/120 Inventory #285-086-00032	KBS	Ermco	10	\$1,631	\$16,310	8-10 weeks
Item #4 50 KVA Type II Padmount Transformer 240/120 Inventory #285-086-00061	PM&N	Central Moloney	10	\$1,547	\$15,470	8 weeks
Item #5 50 KVA Padmount Transformer 480/240 Inventory #285-086-00062	PM&N	Central Moloney	2	\$1,589	\$3,178	8 weeks
Item #6 75 KVA Padmount Transformer 240/120 Inventory #285-086-00033	KBS	Ermco	5	\$2,246	\$11,230	8-10 weeks
Item #7 100 KVA Padmount Transformer 240/120 Inventory #285-086-00034	PM&N	Central Moloney	5	\$2,449	\$12,245	8 weeks
Grand Total					\$112,243	

August 8, 2013
Consent Agenda Item No. 2L
Thirty Inch (30") Transmission Line Reinstallation Project (WF1344704)
Resolution Determining Need and Necessity for Easement Acquisition

To: Kathy Merrill, 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 an easement needed for the Thirty Inch (30") Transmission Line Reinstallation Project (the "Project").

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: The existing water transmission lines located along FM 2818 were built to transport water from the City's well fields in northwest Brazos County to the Dowling Road Pump Station in southwest College Station. The lines cross FM 2818 just south of Villa Maria Road, in the footprint of an overpass that is being built by TxDOT. Acquisition of another easement will enable the City to relocate the water line crossing further to the south, which will allow for ongoing maintenance.

Approval of the Resolution Determining Need and Necessity will authorize staff to negotiate for the purchase of an easement that will be needed to complete the project.

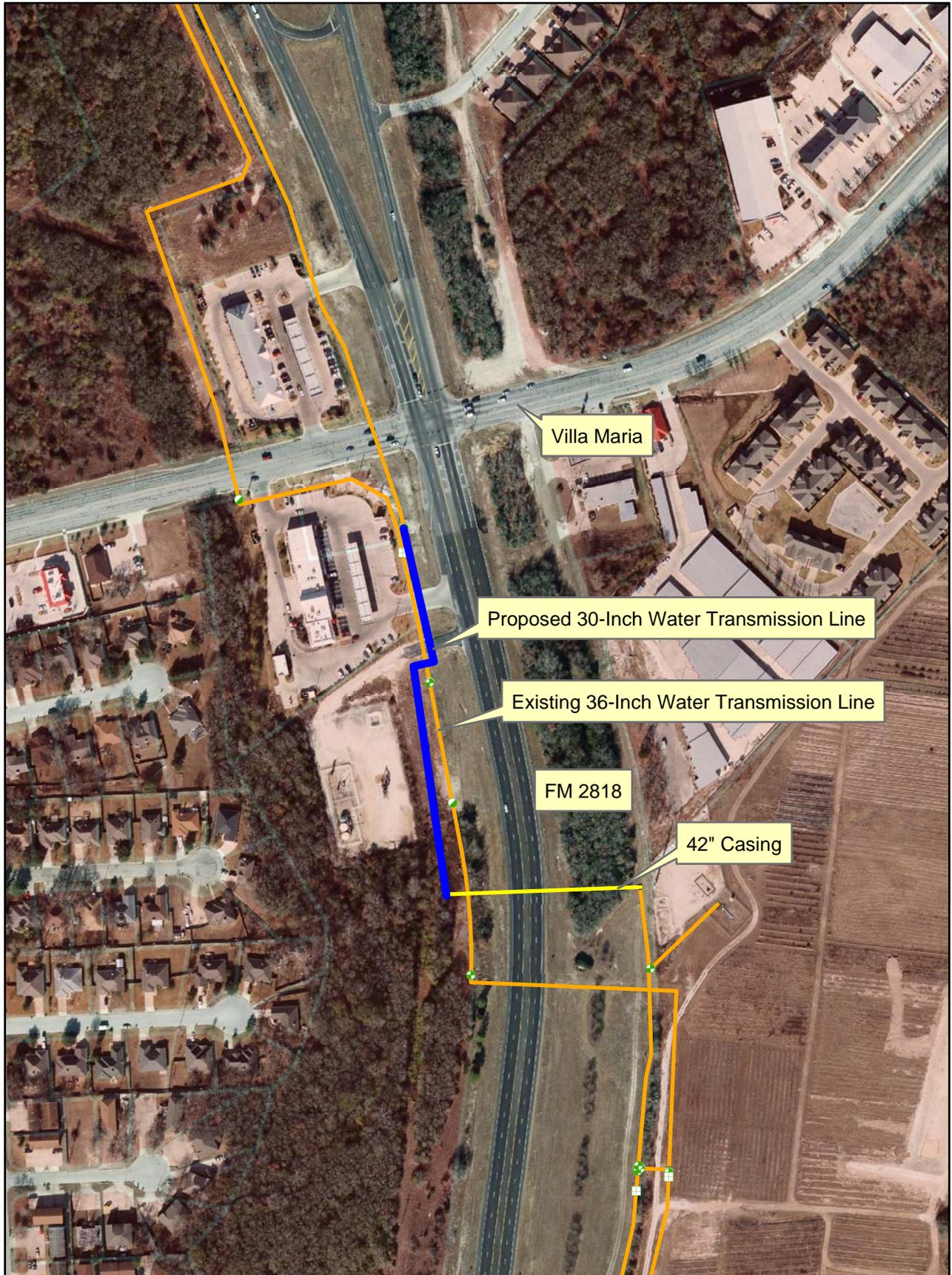
Budget & Financial Summary: Funds in the amount of \$1,379,836 are budgeted for this project in the Water Capital Improvement Projects Fund. A total of \$340,284 has been expended or committed to date, leaving a balance of \$1,039,552. However, it is anticipated that the project will come in below budget and the estimate for the project that is included in the FY14 Proposed Budget has been revised accordingly to \$788,671.

Reviewed and Approved by Legal: Yes

Attachments:

1. Project Map
2. Resolution Determining Public Need and Necessity with Field Notes and Easement

30-Inch Water Transmission Line Reinstallation



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 ON THE WEST SIDE OF FM 2818, JUST SOUTH OF VILLA MARIA ROAD (FM 1179) IN BRYAN, BRAZOS COUNTY, TEXAS FOR THE PURPOSE OF THE THIRTY INCH (30") TRANSMISSION LINE REINSTALLATION 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 Thirty Inch (30") Transmission Line Reinstallation Project (WF1344704) ("Project"); and

WHEREAS, such Project is for the public purpose of transporting the City's water supply; and

WHEREAS, such Project is located at or about the following physical location: west side of FM 2818, approximately three hundred fifty feet (350') south of Villa Maria Road (FM 1179) in Bryan, Brazos County, Texas; and

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

WHEREAS, the City Council of the City 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 commence the Thirty Inch (30") Transmission Line Reinstallation Project (WF1344704) located on at the west side of FM 2818,

approximately three hundred fifty feet (350') south of Villa Maria Road (FM 1179) in Bryan, Brazos County, Texas location for the public purpose of transporting the City's water supply 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 an easement 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 to 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 _____, A.D. 20__.

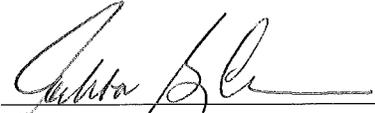
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

Attachment - Exhibit "A"

RESOLUTION NO. _____

EXHIBIT "A"

City of College Station
10-Foot Wide Waterline Easement
Whitworth Financial Inc. Tract
0.1611 Acre

Zeno Phillips League
Abstract No. 45

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES & BOUNDS description of a certain 0.1611 acre Waterline Easement (10-foot wide) situated in the Zeno Phillips League, Abstract No. 45 in Brazos County, Texas; being a portion of the remainder of a 14.30 acre tract conveyed to Whitworth Financial, Inc. by a Warranty Deed with Vendor's Lien recorded in Volume 4370, Page 168 of the Official Public Records of Brazos County; said 0.1611 acre Waterline Easement being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83, as referenced the City of College Station Monument System;

COMMENCING at a found 5/8-inch iron rod (with cap stamped "Civil Concepts") marking the northwest corner of said remainder of a 14.30 acre tract, being common with the south corner of Lot 2 of Block A, of the Plat of La Brisa, Phase IX recorded in Volume 597, Page 843 of the Deed Records of Brazos County, from which a found 1/2-inch iron rod bears South 30°32'10" East, 365.59 feet;

THENCE, North 53°05'16" East, along the northwest line of said remainder of a 14.30 acre tract being common with the southeast line said Lot 2 of Block A, of the Plat of La Brisa, Phase IX, 253.01 to a point;

THENCE, North 53°04'04" East, along said common line, 149.03 feet to a set 5/8-inch iron rod (with cap stamped "Jones & Carter") marking the **POINT OF BEGINNING** of herein described 0.1611 acre Waterline Easement;

THENCE North 53°04'04" East, along said common line, 11.00 feet to a set 5/8-inch iron rod (with cap stamped Jones & Carter), being in the west line of a City of College Station Public Utility Easement (PUE) recorded in Volume 6968, Page 60 of the Official Public Records of Brazos County;

THENCE South 12°18'57" East, along the west line of said City of College PUE, 424.44 feet to a set 5/8-inch iron rod (with cap stamped Jones & Carter) marking the beginning of a curve to the right;

THENCE, continuing along the west line of said City of College Station PUE, along the arc of said curve to the right having an arc length of 280.59 feet, a radius of 1183.56 feet, and a long chord bearing of South 05°31'27" East, 279.93 feet to a set 5/8-inch iron rod (with cap stamped Jones & Carter);

THENCE North 88°43'58" West, 10.00 feet to a set 5/8-inch iron rod (with cap stamped Jones & Carter) marking the beginning of a curve to the left;

RESOLUTION NO. _____

EXHIBIT "A"

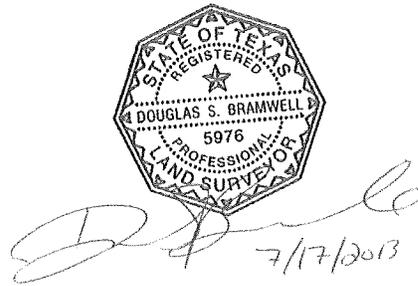
City of College Station
10-Foot Wide Waterline Easement
Whitworth Financial Inc. Tract
0.1611 Acre

Zeno Phillips League
Abstract No. 45

THENCE along the arc of said curve to the left having an arc length of 278.22 feet, a radius of 1173.56 feet, and a long chord bearing of North 05°31'27" West, 277.56 feet to a set 5/8-inch iron rod (with cap stamped Jones & Carter);

THENCE North 12°18'57" West, 419.86 feet to the **POINT OF BEGINNING, CONTAINING** 0.1611 acre of land in Brazos County, Texas as shown on Drawing No. 1102 in the office of Jones & Carter in Bryan, Texas.

S:\0-Job\C0135 KIT Professionals\C0135-002 West Villa Maria & 2818 Topo-SUE-Esm\SURVEY\DOCS



D. Bramwell
7/17/2013

EXHIBIT "A"

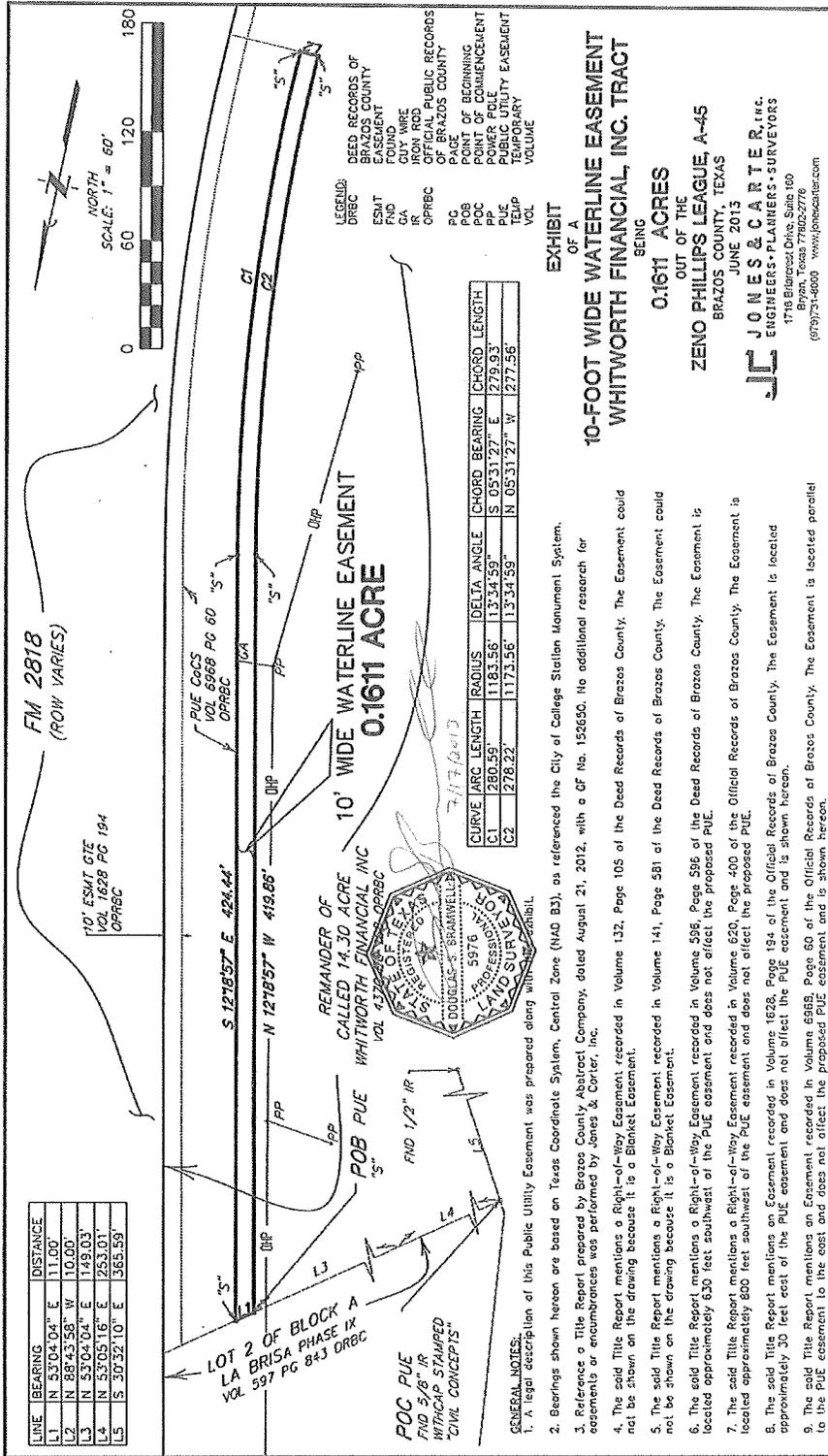


Image is not to scale.

August 8, 2013
Consent Agenda Item No. 2m
Community Development FY 2014 (PY 2013) Action Plan and Budget

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the proposed Community Development FY 2014 (PY 2013) Action Plan and Budget.

Relationship to Council Strategic Plan: Financially Sustainable City, Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy

Recommendation(s): Approval of the proposed FY 2014 (PY 2013) Action Plan and Budget.

Summary: Staff presented the proposed Action Plan and Budget for FY 2014 (PY 2013) to City Council on July 11th. The Plan includes goals, objectives and funding recommendations for projects and programs. Each year, the City is required to submit to the U.S. Department of Housing and Urban Development (HUD) a one year Action Plan describing projects and activities to be funded with the community development grants received. Action Plan activities must correspond to the 5-Year Consolidated Plan.

HUD requires that the Action Plan and Budget be delivered by August 16, 2013, therefore these are presented prior to the Council's consideration of the overall City budget. The new grant amounts available for PY 2013 includes \$1,028,957 in Community Development Block Grant (CDBG) funds and \$379,327 in HOME Investment Partnership Grant (HOME) funds. The budget includes previously programmed but unspent grant funds from current years in the amount of \$1,374,393 in CDBG and \$1,283,203 in HOME, in addition to expected program income in the amount of \$29,763 to be received from reconstruction loans executed in previous years.

CDBG and HOME funds may only be used to: (1) benefit low- and moderate-income persons; (2) aid in the elimination of slum and blighting influences, and/or; (3) meet a particular urgent need. Further, CDBG funds may be used to meet local needs through a wide range of community development activities, while HOME funds may only be used for affordable housing activities.

The proposed plans and budget were developed using input received from a series of public hearings, program committee meetings, and citizen input. The goals and objectives in the 2010-2014 Consolidated Plan were followed in preparing this year's Plan. These goals and objectives were prepared to meet the specific needs of lower-income citizens, and to provide support for families working towards self-sufficiency. The 30-day public comment period for the proposed plan and budget ended on July 31st and comments received are attached.

Budget & Financial Summary: See attached financial summaries for the proposed FY 2014 Budget for CDBG and HOME funds.

Reviewed and Approved by Legal: Yes

Attachments:

- Attachment 1: Resolution
- Attachment 2: Proposed FY 2014 Community Development Budget Summary
- Attachment 3: Plan Development Summary
- Attachment 4: Proposed FY 2014 Public Service Funding Recommendations
- Attachment 5: Proposed FY 2014 Public Facility Funding Recommendations
- Attachment 6: PY 2010 – 2014 Community Development Goals
- Attachment 7: 2013 Median Income Limits
- Attachment 8: Map of Eligible Community Development Areas
- Attachment 9: Community Development Project Descriptions
- Attachment 10: Comments Received During 30-day Public Comment Period
- Attachment 11: Proposed FY 2014 (PY 2013) Action Plan and Budget – Available online

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PROGRAM YEAR 2013 ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,028,957 in Community Development Block Grant (CDBG) funds and \$379,327 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in fiscal year 2014 and has prepared a Program Year 2013 Action Plan and Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that has been approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

WHEREAS, the City of College Station, Texas, has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low and moderate income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Program Year 2013 Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Program Year 2013 Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low income (LI) and to low-to-moderate income (LMI) citizens; now, therefore,

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

PART 1: That the City Council hereby approves the Program Year 2013 Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;

PART 2: That the City Council hereby authorizes and designates the Executive Director of Planning and Development Services to sign all required applications, certifications, evaluations and other forms required by U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for the Program Year 2013 on behalf of the City of College Station.

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

ADOPTED this _____ day of _____, A.D. 2013

APPROVED

ATTEST:

Mayor

City Secretary

APPROVED:



City Attorney

Attachment 2: FY 2014 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$209,603	\$47,356	256,959
Demolition	\$4,500	\$20,000	\$24,500
Interim Assistance	\$5,000	\$0	\$5,000
Homebuyer Assistance	\$135,211	\$65,065	\$200,276
CHDO	\$148,346	\$56,907	\$205,253
CHDO Operating Expenses	\$0	\$18,966	\$18,966
Construction/Leveraged Development	\$637,570	\$0	\$637,570
Housing Services	\$11,698	\$20,000	\$31,698
Rental Rehabilitation	\$56,657	\$153,101	\$209,758
Code Enforcement (PDS)	\$9,318	\$103,452	\$112,770
Tenant Based Rental Assistance	\$125,816	\$0	\$125,816
Public Service Agency (See Attachment 3)	\$29,950*	\$154,343	\$184,293
Public Facility (See Attachment 4)	\$1,283,926	\$553,137	\$1,837,063
Grant Administration	\$0	\$215,957	\$215,957
CDBG & HOME Total Proposed			\$4,065,879
Recaptured Funds/ Program Income			\$29,764**
Total Community Development Budget			\$4,095,643

*Carry-over funds represent 4th quarter payments for FY 2013

**To be utilized for New Construction/Leveraged Development when realized

Attachment 3: Consolidated Plan and Budget Development Process Summary, FY 2014

Event	Date
Pre-proposal workshop for agencies	Feb. 15, 2013
Public hearing on Consolidated Plan and Budget (Lincoln Center)	Mar. 5, 2013
JRFRC proposals due	Mar. 29, 2013
JRFRC Meeting	Apr. 4, 2013 Apr. 11, 2013 Apr. 18, 2013 Apr. 25, 2013 May 2, 2013 May 9, 2013 May 16, 2013
JRFRC Public Service Agency public hearings	May 22, 2013 May 23, 2013
30-Day Public Comment Period begins	July 1, 2013
Public hearing to present goal and objectives and public comments regarding the proposed PY 2013 Annual Action Plan (Lincoln Center)	July 9, 2013
First presentation of Consolidated Plan and Budget to City Council	July 11, 2013
30-Day Public Comment Period ends	July 31, 2013
Request council approval by consent agenda of PY 2013 Annual Action Plan and Budget	Aug. 8, 2013
PY 2013 Annual Action Plan due to HUD no later than	Aug. 16, 2013

Attachment 4: FY 2014 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client	Funding City
Voices for Children	Court-Appointed Special Advocates	\$23,385	\$21,178	Head Volunteer Coordinator, Recruitment and Education Coordinator	265 \$79.92	CS
Family Promise of Bryan-College Station	Case Management	\$20,000	\$18,809	Personnel	50 \$376.18	Bryan
Scotty's House Brazos Valley Child Advocacy Center	Brazos County counseling services	\$16,148	\$16,113	Salary and FICA	100 \$161.13	CS
Unity Partners dba Project Unity	Safe Harbor Supervised Visitation Program	\$25,280	\$22,505	Personnel, FICA, Security	600 \$37.51	Bryan
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$37,280	\$30,905	Medical Supplies, and Medical Testing Personnel Salary (No Fringe),	880 \$35.12	CS
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$32,006	\$25,213	Utilities, Telephone, Auto, maintenance	50 \$504.26	CS
Brazos Valley Counseling Services	BV Counseling Services	\$26,371	\$21,550	Rent, Executive Director Salary	275 \$78.36	Bryan
Brazos Valley Counsel on Alcohol & Substance Abuse	BVCASA Substance Abuse Screening Program	\$25,000	B- \$15,999.22 CS- \$4,658.55	Personnel Salary	730 \$28.30	B & CS
Twin City Mission, Inc.	Manager/Client Assistance Program	\$32,180	\$25,326	Case Manager Direct Salary, Fringe, Client Assistance	550 \$46.05	CS
Easter Seals East Texas, dba Brazos Valley Rehabilitation Center	Autism assessment, Research and Intervention Clinic	\$20,200	\$17,539	Autism Teacher Salaries	45 \$389.76	Bryan
Total		\$257,849.70	\$219,795.77			

City Department Programs						
Kids Klub			\$19,950		205	CS
CS PARD			\$11,000		60	CS

Attachment 5: FY 2014 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
Cooner Street Rehabilitation	\$870,790	Continuation -Funds will be used to rehabilitate Cooner Street east of Texas Avenue South. The project scope will include the replacement of existing wastewater, water, and roadway infrastructure. Funds will be used to design the utility rehabilitation and the design and construction of the street reconstruction.
Wellborn Road Sidewalks	\$552,009	Continuation - FY 12 funds were used to design a new sidewalk on the east side of Wellborn Road extending from Luther Street to Southwest Parkway. FY 13 funds allocated for acquisition of easements and construction. Due to increased requirement identified in FY 13 for easements, additional funds are being allocated in FY 14 for the acquisition of required easements.
Dominik Drive Sidewalks - #1 George Bush Dr to Regency Village Apartments	\$20,255	FY 14 funds will be used to design a new sidewalk on the south side of Dominik from George Bush Drive to The Gables Apartments. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Southland Street Sidewalks	\$84,987	FY 14 funds will be used to design and construct a new sidewalk on Southland Street from FM 2154 to the pedestrian bridge. This project was identified in the Southside Neighborhood Plan.
Westridge Drive & San Pedro Sidewalks	\$137,707	FY14 funds will be used to design and construct new sidewalks on Westridge and San Pedro. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and the Central College Station Neighborhood Plan.
Nimitz Street Rehabilitation	\$82,253	FY 14 funds will be used to design a standard 2-lane local street with sidewalk on Nimitz from Lincoln Avenue to Ash Street. The current street configuration is a substandard rural section and is not centered in right-of-way and within 5 feet of several single-family dwellings on the western side lots.
Dominik Drive Sidewalks - #2 Texas Avenue to George Bush Drive East	\$ 20,929	FY 14 funds will be used to design sidewalks on the south side of Dominik from Texas Avenue to George Bush Drive East. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Domink Drive Sidewalks - #3 Stallings Drive to Munson Avenue	\$19,857	FY 14 funds will be used to design sidewalks on the south side of Dominik from Stallings Drive to Munson Avenue. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Park Place ADA Sidewalk Improvements Staff salaries and Engineering	\$48,275	FY 14 funds will be used to design and construction an ADA compliant sidewalk and retaining wall at the southwest corner of Texas Avenue.
Total	\$1,837,063	

Attachment 6: PY 2010 – 2014 Community Development Goals

Housing

Goal: Ensure adequate housing assistance for lower income homeowners.

Strategies:

- Encourage and facilitate maintenance of residential units by L/M income homeowners through residential rehab loans.
- Acquire real property for future development of affordable housing, parks, or other activities that enhance neighborhoods.
- Encourage and facilitate the removal and replacement of dilapidated structures and/or address community emergencies.
- Utilize code enforcement regulations to maintain the integrity of older neighborhoods.

Goal: Retain and expand affordable housing opportunities for low- and moderate-income homebuyers.

Strategies:

- Encourage and support programs and projects that provide financial assistance to L/M income purchasers of existing or new affordable homes.
- Encourage and support programs and projects that provide education and counseling to lower-income home-owners and homebuyers.
- Encourage and support programs and projects that construct new housing units for L/M homebuyers.

Goal: Ensure adequate affordable rental housing opportunities for low- and moderate-income families and individuals.

Strategies:

- Encourage and facilitate the rehabilitation of affordable rental units.
- Encourage and facilitate the construction of new affordable rental units.

Homelessness and Special Needs

Goal: Address the needs of homeless persons to make the transition to permanent housing and independent living and help families avoid becoming homeless.

Strategies:

-Preventing homelessness:

- Provide assistance for low-income households to secure and sustain safe, decent affordable housing.

-Outreach and assessment:

- Foster coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. Use this information to target and improve service provision.

-Emergency and transitional shelter:

- Encourage and support programs and agencies that supply or seek out emergency and/or transitional shelter for families and individuals.

-Transition to permanent housing and independent living:

- Assist homeless persons in meeting various human and health service needs as well as provide training and counseling opportunities to help with the transition to self-sufficiency.

Goal: Ensure adequate affordable housing opportunities and supportive services for the lower income special needs populations.

Strategy:

- Encourage and facilitate organizations that provide social and/or housing services to special needs populations.

Non-Housing

Goal: Encourage and support the delivery of health and human services to assist families in reaching their fullest potential.

Strategies:

- Encourage and support nonprofit providers of health care, dental care, and mental health care to deliver programs to qualified L/M families/persons.
- Encourage continued development and facilitate development of new or enhanced senior citizen programming.
- Facilitate development of affordable childcare and youth programs.
- Ensure that the provision of other health and human services is approached within a comprehensive framework to enable families and individuals in breaking the cycle of poverty.
- Encourage new or enhanced transportation programs that assist L/M income persons to address their mobility needs.

Goal: Provide safe, secure, and healthy environments for families and individuals.

Strategies:

- Improved accessibility to programs serving L/M income individuals and families through rehabilitation or expansion of public or private facilities.
- Rehabilitation and expansion of infrastructure including water and sewer lines, street, and sidewalk, and flood drain improvements.
- Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
- Improve transportation facilities to increase the accessibility of health and human services and basic needs for L/M income persons.

Goal: Development of a strong and diverse economic environment to break cycle of poverty.

Strategies:

- Rehabilitate and/or develop new spaces for businesses to better realize job creation.
- Support and expand community wide training and employment activities targeting low/mod households.

2013 MEDIAN INCOME LIMITS City of College Station Community Development

This list supersedes all other lists of prior dates.

Household	30%	50%	80%
1	\$11,650	\$19,400	\$31,000
2	\$13,300	\$22,150	\$35,400
3	\$14,950	\$24,900	\$39,850
4	\$16,600	\$27,650	\$44,250
5	\$17,950	\$29,900	\$47,800
6	\$19,300	\$32,100	\$51,350
7	\$20,600	\$34,300	\$54,900
8	\$21,950	\$36,500	\$58,450

The left column (Household) refers to the number of people in the home. The highlighted column (80%) refers to your maximum income allowed per year by HUD guidelines. Limits effective for 2013 on December 11, 2012.

Source: http://www.huduser.org/portal/datasets/il/il2012/2012summary.odn?inputname=METRO17780M17780*College+Station-Bryan%2C+TX+MSA&selection_type=hmfa&year=2013

Attachment 8: Map of Eligible Community Development Areas



Attachment 9: Comments Received & Final Revisions on the Proposed PY 2013 Action Plan & Budget

Comment Received During the July 9th Public Hearing:

- Project Unity is appreciative of the fact that the City of College Station uses CDBG funds to support community organizations. The funding sustains their operation in ways that other funding cannot.
- MHMR thanks the City for participating with the CDBG grant and bringing these much needed dollars to our community and encourages the City to continue to allow for the maximum 15% funding for Public Service Agencies. These dollars are important as local nonprofits continue to see a decline in funding from other sources. Without such funding, programs would wither need to be cut back or eliminated altogether.

Comments Received from Council During the July 11th Regular Council Meeting

- Request of additional information regarding the activities of the Brazos Maternal & Child Clinic, one of the public service agencies recommended for funding in PY 2013.
- Proposed increase or shift in funding from external agencies to internal programs administered directly by the City to expand City-provided service offerings.
- Request that the City expand repayable loan programs to include offerings such as a micro-financing program to assist local entrepreneurs with small-dollar business loans to encourage local business development.

Comments Received During the 30-Day Public Comment Period:

- No comments received

Final Revisions Made to the Proposed PY 2013 Action Plan and Budget:

- Update...

NOTE: Comments were received from local agency representatives at the July 9, 2013 Public Hearing and during the 30-Day Public Comment Period. There are no changes to the specific program/project allocation as recommended at the July 11th Regular Council Meeting. Only the above noted updates, public comments, and response to comments were made to the draft as previously presented to Council.

Attachment 10: Community Development Project Descriptions

Owner-Occupied Housing Assistance

HOME and CDBG funds will be used for housing rehabilitation, minor repairs, weatherization, home security, and reconstruction to low-moderate income homeowners; the removal of architectural barriers; and the inspection, testing and abatement of lead hazards. Funds will also be used for program delivery costs including staff salaries and benefits.

Demolition

CDBG funds will be used for clearance, demolition and removal of dilapidated structures that have been deemed uninhabitable in accordance with City codes, including the movement of structure to other sites. Funds will also be used for program delivery costs including staff salaries and benefits.

Interim Assistance

In case of a community emergency affecting the health and safety of residents, CDBG funds will be utilized to address immediate threats and for financial and technical assistance to coordinate clean-up efforts to eligible households.

Homebuyer Assistance

Down payment and closing cost assistance provided to eligible, qualified homebuyers through deferred no interest loans with HOME funds. Funds will be used for program delivery costs including staff salaries and benefits.

Community Housing Development Organization

HOME funds will be made available to an eligible CHDO for the acquisition, development and construction of affordable housing units or the rehabilitation of existing housing units.

CHDO Operating Expenses

HOME funds are allowable for 5% of grant for operating/administration expenses incurred by eligible CHDO to build capacity to carryout current and future CHDO activities.

Construction - Leveraged Development and Non-Profit Partners

HOME funds will be used to facilitate the development of new affordable housing or the renovation of existing housing for low-income residents. Activities may include the acquisition of land, soft costs, or construction of single-family or multi-family units.

Housing Services

CDBG funds will be used for costs associated with processing applicants for all HOME housing assistance programs and marketing efforts. Expenses will include staff salaries and benefits and homebuyer/homeowner counseling program.

Rental Rehabilitation

HOME funds will be matched with private funds to rehabilitate rental properties that will maintain affordable rents for low-income households for a specified period of time following the completion of the project. Projects will be selected based on the following priorities: bringing the unit up to City Codes and HUD standards, upgrade systems, energy conservation upgrades, exterior repairs, and other upgrades that increase marketability.

Code Enforcement

CDBG funds will be used for salary and benefits to support code enforcement activities targeted low-moderate income areas in College Station. Two officers in the Planning & Development Services Department focus efforts in targeted areas. Community Development staff members address code compliance in the Northgate District, an eligible low-income area.

Tenant Based Rental Assistance

Using HOME funds, CD staff will administer a security deposit assistance program for low income individuals and families who will reside in HUD-supported housing units located in College Station, including LIHTC apartment complexes and other federally-subsidized rental units. CD staff will also work with the Housing Choice Voucher Program to provide security deposit assistance to qualified voucher holders securing housing in College Station.

Public Services

15% of the City's CDBG fund allocation will be used in partnership with CDBG funds from the City of Bryan to fund non-profit social service agencies in the community. The Joint Relief Funding Review Committee, a Citizen Committee comprised of three members from the City of College Station and three from the City of Bryan, review program proposals from area nonprofits and recommend funding amounts based on their review. Funds are awarded to nonprofit programs who serve primarily low and moderate income residents of College Station and Bryan.

Public Facility

Funds will be used to create or rehabilitate or reconstruct streets, sidewalks, parks, water and wastewater utilities, or other infrastructure improvements in College Station.

Program Administration

HOME and CDBG funds will be used for management, planning and administration of the City's PY 2013 CDBG, HOME and other eligible grant programs for LMI citizens. Staff will provide capacity building and technical assistance as needed to citizens, builders, developers, and service providers. Funds from the administrative budget are made available to Project Unity to provide planning and reporting support to CD staff and coordinate a variety of community meetings to address the needs of low- and moderate-income residents, available services, and resources among local service providers.

Attachment 2: FY 2014 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$209,603	\$47,356	256,959
Demolition	\$4,500	\$20,000	\$24,500
Interim Assistance	\$5,000	\$0	\$5,000
Homebuyer Assistance	\$135,211	\$65,065	\$200,276
CHDO	\$148,346	\$56,907	\$205,253
CHDO Operating Expenses	\$0	\$18,966	\$18,966
Construction/Leveraged Development	\$637,570	\$0	\$637,570
Housing Services	\$11,698	\$20,000	\$31,698
Rental Rehabilitation	\$56,657	\$153,101	\$209,758
Code Enforcement (PDS)	\$9,318	\$103,452	\$112,770
Tenant Based Rental Assistance	\$125,816	\$0	\$125,816
Public Service Agency (See Attachment 3)	\$29,950*	\$154,343	\$184,293
Public Facility (See Attachment 4)	\$1,283,926	\$553,137	\$1,837,063
Grant Administration	\$0	\$215,957	\$215,957
CDBG & HOME Total Proposed			\$4,065,879
Recaptured Funds/ Program Income			\$29,764**
Total Community Development Budget			\$4,095,643

*Carry-over funds represent 4th quarter payments for FY 2013

**To be utilized for New Construction/Leveraged Development when realized

Attachment 3: Consolidated Plan and Budget Development Process Summary, FY 2014

<u>Event</u>	<u>Date</u>
Pre-proposal workshop for agencies	Feb. 15, 2013
Public hearing on Consolidated Plan and Budget (Lincoln Center)	Mar. 5, 2013
JRFRC proposals due	Mar. 29, 2013
JRFRC Meeting	Apr. 4, 2013 Apr. 11, 2013 Apr. 18, 2013 Apr. 25, 2013 May 2, 2013 May 9, 2013 May 16, 2013
JRFRC Public Service Agency public hearings	May 22, 2013 May 23, 2013
30-Day Public Comment Period begins	July 1, 2013
Public hearing to present goal and objectives and public comments regarding the proposed PY 2013 Annual Action Plan (Lincoln Center)	July 9, 2013
First presentation of Consolidated Plan and Budget to City Council	July 11, 2013
30-Day Public Comment Period ends	July 31, 2013
Request council approval by consent agenda of PY 2013 Annual Action Plan and Budget	Aug. 8, 2013
PY 2013 Annual Action Plan due to HUD no later than	Aug. 16, 2013

Attachment 4: FY 2014 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client	Funding City
Voices for Children	Court-Appointed Special Advocates	\$23,385	\$21,178	Head Volunteer Coordinator, Recruitment and Education Coordinator	265 \$79.92	CS
Family Promise of Bryan-College Station	Case Management	\$20,000	\$18,809	Personnel	50 \$376.18	Bryan
Scotty's House Brazos Valley Child Advocacy Center	Brazos County counseling services	\$16,148	\$16,113	Salary and FICA	100 \$161.13	CS
Unity Partners dba Project Unity	Safe Harbor Supervised Visitation Program	\$25,280	\$22,505	Personnel, FICA, Security	600 \$37.51	Bryan
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$37,280	\$30,905	Medical Supplies, and Medical Testing Personnel Salary (No Fringe),	880 \$35.12	CS
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Peer Support Center	\$32,006	\$25,213	Utilities, Telephone, Auto, maintenance	50 \$504.26	CS
Brazos Valley Counseling Services	BV Counseling Services	\$26,371	\$21,550	Rent, Executive Director Salary	275 \$78.36	Bryan
Brazos Valley Counsel on Alcohol & Substance Abuse	BVCASA Substance Abuse Screening Program	\$25,000	B- \$15,999.22 CS- \$4,658.55	Personnel Salary	730 \$28.30	B & CS
Twin City Mission, Inc.	Manager/Client Assistance Program	\$32,180	\$25,326	Case Manager Direct Salary, Fringe, Client Assistance	550 \$46.05	CS
Easter Seals East Texas, dba Brazos Valley Rehabilitation Center	Autism assessment, Research and Intervention Clinic	\$20,200	\$17,539	Autism Teacher Salaries	45 \$389.76	Bryan
Total		\$257,849.70	\$219,795.77			
City Department Programs						
Kids Klub			\$19,950		205	CS
CS PARD			\$11,000		60	CS

Attachment 5: FY 2014 CDBG Public Facility Funding Summary & Recommendations

Activity	Recommended Funding	Description
Cooner Street Rehabilitation	\$870,790	Continuation -Funds will be used to rehabilitate Cooner Street east of Texas Avenue South. The project scope will include the replacement of existing wastewater, water, and roadway infrastructure. Funds will be used to design the utility rehabilitation and the design and construction of the street reconstruction.
Wellborn Road Sidewalks	\$552,009	Continuation - FY 12 funds were used to design a new sidewalk on the east side of Wellborn Road extending from Luther Street to Southwest Parkway. FY 13 funds allocated for acquisition of easements and construction. Due to increased requirement identified in FY 13 for easements, additional funds are being allocated in FY 14 for the acquisition of required easements.
Dominik Drive Sidewalks - #1 George Bush Dr to Regency Village Apartments	\$20,255	FY 14 funds will be used to design a new sidewalk on the south side of Dominik from George Bush Drive to The Gables Apartments. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Southland Street Sidewalks	\$84,987	FY 14 funds will be used to design and construct a new sidewalk on Southland Street from FM 2154 to the pedestrian bridge. This project was identified in the Southside Neighborhood Plan.
Westridge Drive & San Pedro Sidewalks	\$137,707	FY14 funds will be used to design and construct new sidewalks on Westridge and San Pedro. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and the Central College Station Neighborhood Plan.
Nimitz Street Rehabilitation	\$82,253	FY 14 funds will be used to design a standard 2-lane local street with sidewalk on Nimitz from Lincoln Avenue to Ash Street. The current street configuration is a substandard rural section and is not centered in right-of-way and within 5 feet of several single-family dwellings on the western side lots.
Dominik Drive Sidewalks - #2 Texas Avenue to George Bush Drive East	\$ 20,929	FY 14 funds will be used to design sidewalks on the south side of Dominik from Texas Avenue to George Bush Drive East. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Domink Drive Sidewalks - #3 Stallings Drive to Munson Avenue	\$19,857	FY 14 funds will be used to design sidewalks on the south side of Dominik from Stallings Drive to Munson Avenue. This project was identified in the Bicycle, Pedestrian and Greenways Master Plan and Eastgate Neighborhood Plan. Funds for construction will be allocated during a future budget year.
Park Place ADA Sidewalk Improvements Staff salaries and Engineering	\$48,275	FY 14 funds will be used to design and construction an ADA compliant sidewalk and retaining wall at the southwest corner of Texas Avenue.
Total	\$1,837,063	

Attachment 6: PY 2010 – 2014 Community Development Goals

Housing

Goal: Ensure adequate housing assistance for lower income homeowners.

Strategies:

- Encourage and facilitate maintenance of residential units by L/M income homeowners through residential rehab loans.
- Acquire real property for future development of affordable housing, parks, or other activities that enhance neighborhoods.
- Encourage and facilitate the removal and replacement of dilapidated structures and/or address community emergencies.
- Utilize code enforcement regulations to maintain the integrity of older neighborhoods.

Goal: Retain and expand affordable housing opportunities for low- and moderate-income homebuyers.

Strategies:

- Encourage and support programs and projects that provide financial assistance to L/M income purchasers of existing or new affordable homes.
- Encourage and support programs and projects that provide education and counseling to lower-income home-owners and homebuyers.
- Encourage and support programs and projects that construct new housing units for L/M homebuyers.

Goal: Ensure adequate affordable rental housing opportunities for low- and moderate-income families and individuals.

Strategies:

- Encourage and facilitate the rehabilitation of affordable rental units.
- Encourage and facilitate the construction of new affordable rental units.

Homelessness and Special Needs

Goal: Address the needs of homeless persons to make the transition to permanent housing and independent living and help families avoid becoming homeless.

Strategies:

- Preventing homelessness:
 - Provide assistance for low-income households to secure and sustain safe, decent affordable housing.
- Outreach and assessment:
 - Foster coordination, collaboration, and increased resources to assess community needs, available services, and service gaps. Use this information to target and improve service provision.
- Emergency and transitional shelter:
 - Encourage and support programs and agencies that supply or seek out emergency and/or transitional shelter for families and individuals.
- Transition to permanent housing and independent living:
 - Assist homeless persons in meeting various human and health service needs as well as provide training and counseling opportunities to help with the transition to self-sufficiency.

Goal: Ensure adequate affordable housing opportunities and supportive services for the lower income special needs populations.

Strategy:

- Encourage and facilitate organizations that provide social and/or housing services to special needs populations.

Non-Housing

Goal: Encourage and support the delivery of health and human services to assist families in reaching their fullest potential.

Strategies:

- Encourage and support nonprofit providers of health care, dental care, and mental health care to deliver programs to qualified L/M families/persons.
- Encourage continued development and facilitate development of new or enhanced senior citizen programming.
- Facilitate development of affordable childcare and youth programs.
- Ensure that the provision of other health and human services is approached within a comprehensive framework to enable families and individuals in breaking the cycle of poverty.
- Encourage new or enhanced transportation programs that assist L/M income persons to address their mobility needs.

Goal: Provide safe, secure, and healthy environments for families and individuals.

Strategies:

- Improved accessibility to programs serving L/M income individuals and families through rehabilitation or expansion of public or private facilities.
- Rehabilitation and expansion of infrastructure including water and sewer lines, street, and sidewalk, and flood drain improvements.
- Improve or expand park facilities including green space, neighborhood parks, and recreational facilities.
- Improve transportation facilities to increase the accessibility of health and human services and basic needs for L/M income persons.

Goal: Development of a strong and diverse economic environment to break cycle of poverty.

Strategies:

- Rehabilitate and/or develop new spaces for businesses to better realize job creation.
- Support and expand community wide training and employment activities targeting low/mod households.

2013 MEDIAN INCOME LIMITS City of College Station Community Development

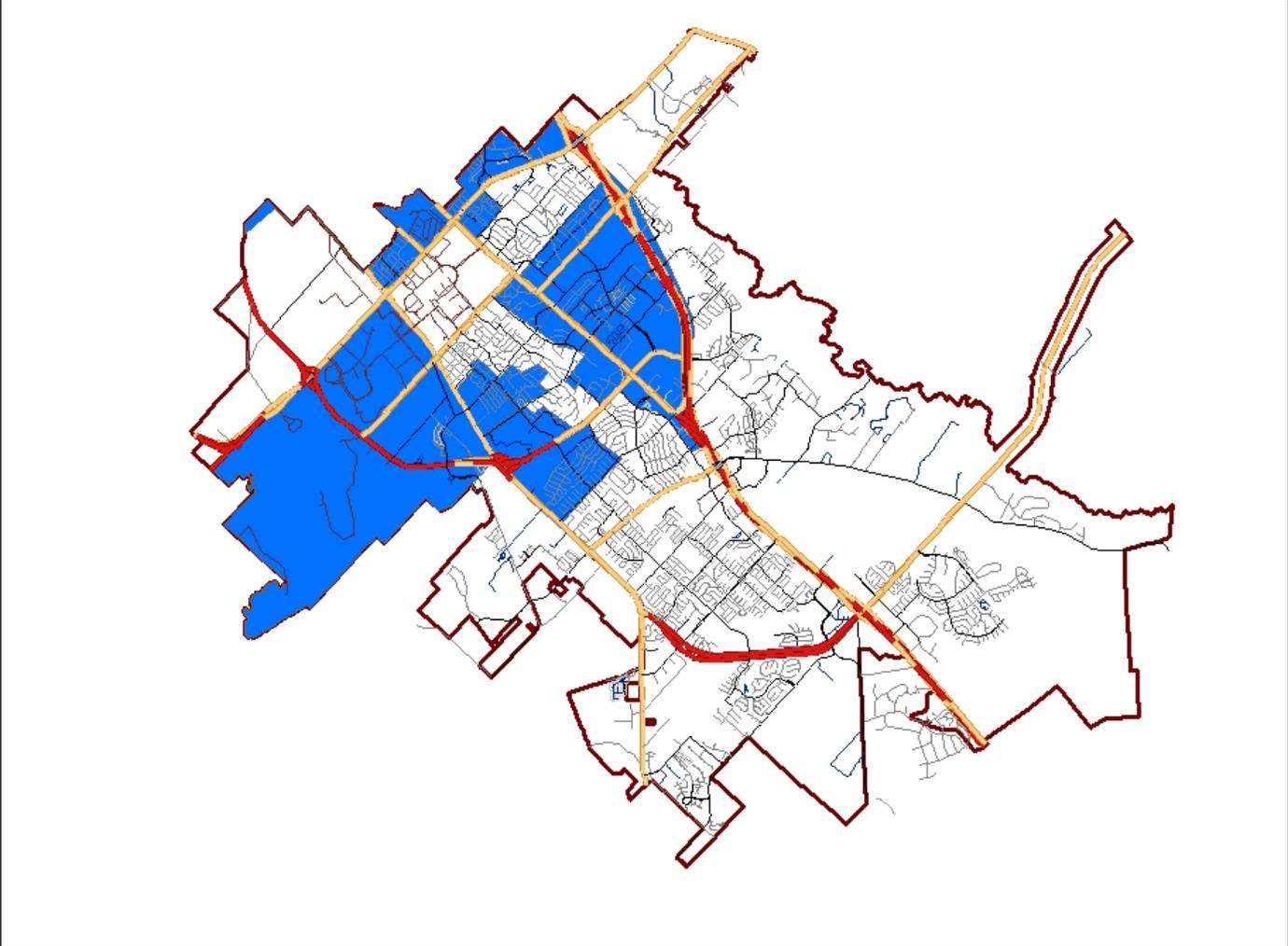
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Attachment 8: Map of Eligible Community Development Areas



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Comment Received During the July 9th Public Hearing:

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- Update...

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August 8, 2013
Regular Agenda Item No. 1
Variable Width Public Utility Easement Abandonments – 1846 Graham Road

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 5,077-square foot public utility easement and a 624-square foot public utility easement on Lots 5R-1 and 7, Block 1 of the Graham Corner Plaza Subdivision according to the plat recorded in Volume 9326, Page 216 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 easement abandonment accommodates the future development of a hotel on Lots 5R-1 and 7. There are no public or private utilities in the subject portion of easement to be abandoned.

The 5,077-square foot and 624-square foot public utility easements to be abandoned are located on Lots 5R-1 and 7, Block 1 of the Graham Corner Plaza Subdivision according to the plat recorded in Volume 9326, Page 216 of the Deed Records of Brazos County, Texas.

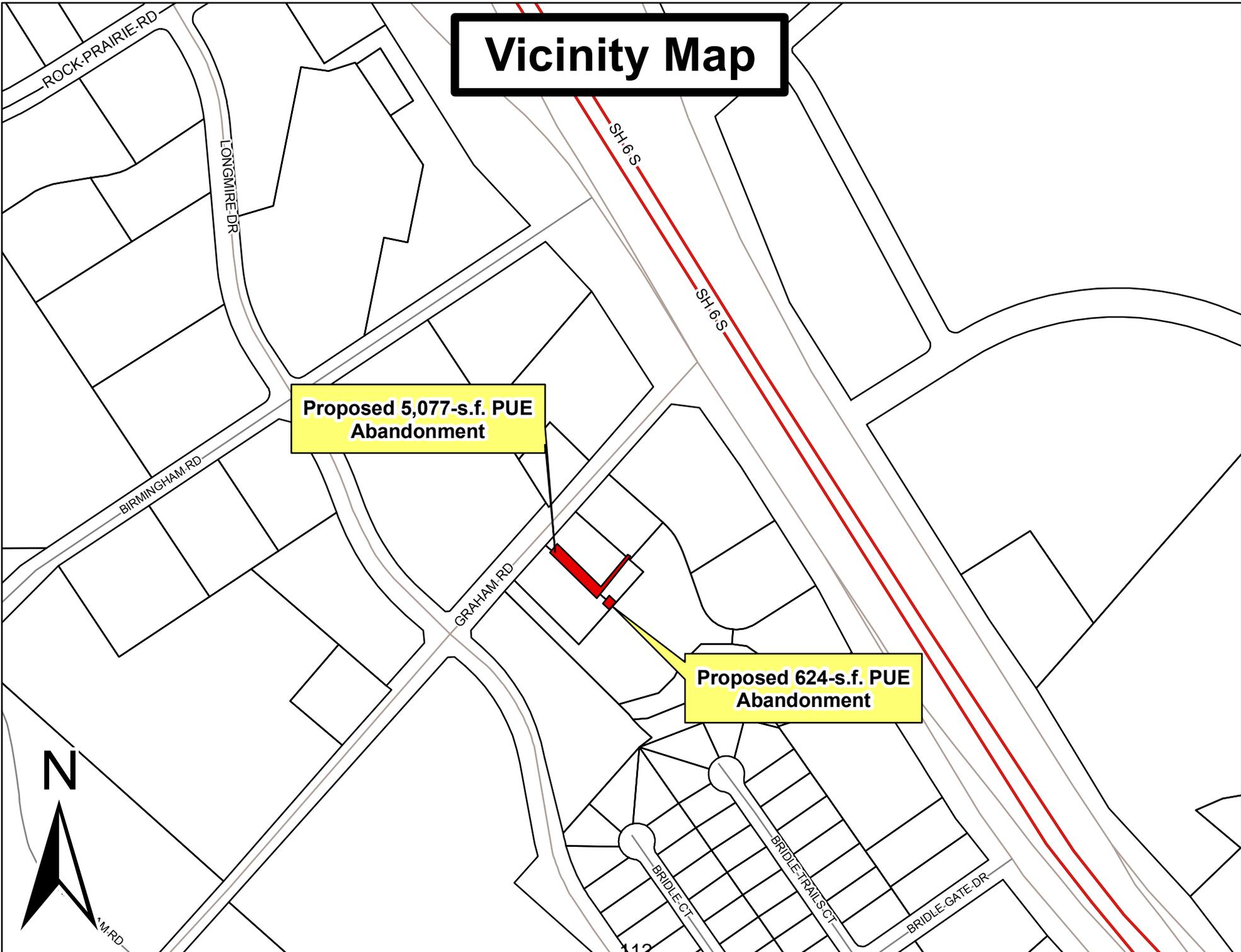
Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

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

Vicinity Map



Location Map

Proposed 5,077-s.f. PUE Abandonment

Proposed 624-s.f. PUE Abandonment



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 5,077 SQUARE FOOT PUBLIC UTILITY EASEMENT AND A 624 SQUARE FOOT PUBLIC UTILITY EASEMENT LOCATED ON LOTS 5R-1 AND 7, BLOCK 1 OF THE GRAHAM CORNER PLAZA SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 9326, PAGE 216 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 5,077 square foot public utility easement and a 624 square foot public utility easement located on Lots 5R-1 and 7, Block 1 of the Graham Corner Plaza Subdivision according to the plat recorded in Volume 9326, Page 216 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Easements"); and

WHEREAS, in order for the Easements to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easements in the manner and as described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easements will not result in property that does not have access to public roadways or utilities;
2. There is no public need or use for the Easements;
3. There is no anticipated future public need or use for the Easements;
4. Abandonment of the Easements will not impact access for all public utilities to serve current and future customers;

PART 2: That the Easements described above and in Exhibit "A" attached hereto be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

Exhibit "A"

METES AND BOUNDS DESCRIPTION
OF A
5077 SQUARE FOOT TRACT
GRAHAM CORNER PLAZA
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 24.00 FOOT WIDE PUBLIC UTILITY EASEMENT AND A 7.5 FOOT WIDE PUBLIC UTILITY EASEMENT LYING WITHIN LOTS 5R-1 AND 7, BLOCK 1, GRAHAM CORNER PLAZA, ACCORDING TO THE PLAT RECORDED IN VOLUME 9326, PAGE 216 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF GRAHAM ROAD (VARIABLE WIDTH R.O.W.) MARKING THE COMMON CORNER OF SAID LOTS 5R-1 AND 7;

THENCE; S 48° 18' 42" E ALONG THE COMMON LINE OF SAID LOTS 5R-1 AND 7 FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHEAST LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: THROUGH SAID LOT 5R-1 FOR THE FOLLOWING CALLS:

N 41° 41' 18" E ALONG THE SOUTHEAST LINE OF SAID EXISTING 20' EASEMENT FOR A DISTANCE OF 12.00 FEET TO THE NORTHEAST LINE OF SAID 24' PUBLIC UTILITY EASEMENT;

S 48° 18' 42" E, 12.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 5R-1 AND 7, FOR A DISTANCE OF 172.50 FEET TO THE NORTHWEST LINE OF SAID 7.5' PUBLIC UTILITY EASEMENT;

N 41° 41' 18" E ALONG THE NORTHWEST LINE OF SAID 7.5' EASEMENT FOR A DISTANCE OF 101.00 FEET TO THE SOUTHEAST LINE OF AN EXISTING 24.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

S 48° 18' 42" E ALONG THE SOUTHWEST LINE OF SAID EXISTING 24' EASEMENT FOR A DISTANCE OF 7.5' TO THE NORTHEAST LINE OF AN EXISTING 24.00 FOOT WIDE PUBLIC UTILITY AND PRIVATE ACCESS EASEMENT;

S 41° 41' 18" W ALONG THE NORTHWEST LINE OF SAID EXISTING 24' UTILITY AND ACCESS EASEMENT, AND THE EXTENSION THEREOF, FOR A DISTANCE OF 125.00 FEET TO THE SOUTHWEST LINE OF THE FIRST MENTIONED 24' PUBLIC UTILITY EASEMENT WITHIN SAID LOT 7;

THENCE: N 48° 18' 42" W THROUGH SAID LOT 7, 12.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 5R-1 AND 7, AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, FOR A DISTANCE OF 180.00 FEET TO THE SOUTHEAST LINE OF THE AFOREMENTIONED 20' PUBLIC UTILITY EASEMENT;

THENCE: N 41° 41' 18" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE SOUTHEAST LINE OF SAID 20' EASEMENT FOR A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING CONTAINING 5077 SQUARE FEET OF LAND, MORE OR LES, AS SURVEYED ON THE GROUND MAY 2013. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE PLAT CALL BEARINGS OF GRAHAM CORNER PLAZA, 9326/216.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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REVISED 07-12-13

1

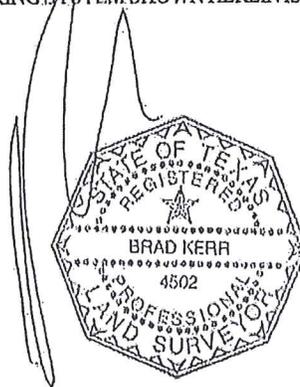


Exhibit "A"

METES AND BOUNDS DESCRIPTION
OF A
624 SQUARE FOOT TRACT
GRAHAM CORNER PLAZA
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 24.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING WITHIN LOTS 5R-1 AND 7, BLOCK 1, GRAHAM CORNER PLAZA, ACCORDING TO THE PLAT RECORDED IN VOLUME 9326, PAGE 216 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 6R-1, BLOCK 1, GRAHAM CORNER PLAZA, MARKING THE COMMON CORNER OF SAID LOTS 5R-1 AND 7;

THENCE: S 41° 41' 18" W ALONG THE COMMON LINE OF SAID LOT 7 AND SAID LOT 6R-1 FOR A DISTANCE OF 12.00 FEET TO THE SOUTHWEST LINE OF SAID 24' PUBLIC UTILITY EASEMENT;

THENCE: N 48° 18' 42" W THROUGH SAID LOT 7 FOR A DISTANCE OF 26.00 FEET TO THE SOUTHEAST LINE OF ANOTHER 24.00 FOOT WIDE PUBLIC UTILITY AND PRIVATE ACCESS EASEMENT;

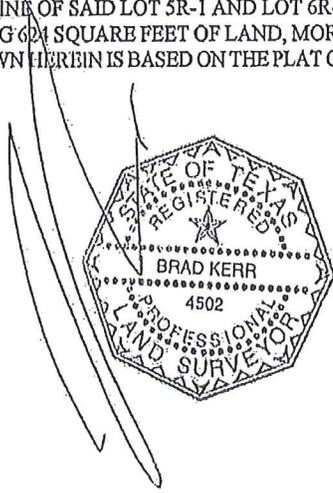
THENCE: N 41° 41' 18" E THROUGH SAID LOT 7 AND LOT 5R-1 AND ALONG THE EXTENSION OF THE SOUTHEAST LINE OF SAID SECOND EASEMENT FOR A DISTANCE OF 24.00 FEET TO THE NORTHEAST LINE OF SAID FIRST EASEMENT;

THENCE: S 48° 18' 42" E THROUGH SAID LOT 5R-1 AND ALONG THE NORTHEAST LINE OF SAID FIRST EASEMENT FOR A DISTANCE OF 26.00 FEET TO THE COMMON LINE OF SAID LOT 5R-1 AND SAID LOT 6R-1;

THENCE: S 41° 41' 18" W ALONG THE COMMON LINE OF SAID LOT 5R-1 AND LOT 6R-1 FOR A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING CONTAINING 624 SQUARE FEET OF LAND, MORE OR LES, AS SURVEYED ON THE GROUND MAY 2013. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE PLAT CALL BEARINGS OF GRAHAM CORNER PLAZA, 9326/216.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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August 8, 2013
Regular Agenda Item No. 2
Bridgewood & Barron Crossing Rezoning

To: Kathy Merrill, Interim City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - 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 75.07 acres located in Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas, more generally located south of William D. Fitch between Barron Road and Victoria Avenue from R-1 Single-Family Residential and A-O Agricultural Open to PDD Planned Development District.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their July 18, 2013 meeting and voted 5-0 to recommend approval of the rezoning request with the meritorious modification and staff conditions. Staff also recommended approval of the request with the meritorious modification and staff conditions.

Summary: This request is to rezone the property from R-1 Single-Family Residential and A-O Agricultural Open to PDD Planned Development District.

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 Restricted Suburban on the Comprehensive Plan Future Land Use and Character Map and is also located in Growth Area IV. In general, growth areas are located in greenfields and are intended to allow land use flexibility when coupled with higher design standards. Growth Area IV is intended for less intense suburban activities and cluster development may be utilized when a large portion (15% or more) of the overall area is retained for open space. In addition, suburban commercial and townhouse uses are permitted in planned developments of at least 30 acres. The proposed development is consistent with the allowable land uses for Growth Area IV and also with surrounding land use designations.
- 2. Compatibility 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 clustered Restricted Suburban uses, named Bridgewood Subdivision, closest to the existing Castlegate Subdivision. Lot sizes will average 8,000 square feet and will be similar to those of the adjacent Castlegate Subdivision. In addition, open space will be provided within the development to offset gross density requirements of a maximum of four units per acre. Townhouse and suburban commercial uses will be located in Barron Crossing Subdivision and are proposed along the western side of the property, closer to Barron Road, and will provide a transition for the existing residential areas to William D. Fitch Parkway.
- 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 this PDD include those allowed in R-1 Single-family, R-3 Townhouse, and SC Suburban Commercial. The SC Suburban Commercial zoning district is intended for neighborhood-oriented commercial uses that will have residential-style architecture. The Suburban Commercial zoning district, along with the residential uses, are suitable adjacent to single-family and appropriate given the close proximity of William D. Fitch Parkway and the future W.S. Phillips Parkway.

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 R-1 Single-Family Residential and A-O Agricultural Open. The current zoning district is suitable for the property given the similar zonings and uses of nearby subdivisions. The tract narrows between William D. Fitch Parkway and future W.S. Phillips Parkway and this area is less suitable for single-family detached residences.
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 R-1 Single-Family zoning. However, the applicant has stated, "the marketability of the narrow strip of property between State Highway 40 and W.S. Phillips Parkway is not feasible."
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch water main to the northwest on Barron Cut-Off Road, which will need to be extended to and through the property to provide water service. There is also an existing 15-inch sanitary sewer main traversing the tract that currently has adequate capacity in the downstream system to accommodate the proposed use. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure, with the exception of the referenced water main extension, appears to be adequate for the proposed use at this time. Access to the site will be available via William D. Fitch Parkway and Barron Cut-Off Road. When the proposed development proceeds through the platting process, construction of portions of W.S. Phillips Parkway will be required in order for the site to be in compliance with the Thoroughfare Plan. All proposed driveways or streets to William D. Fitch Parkway will require approval from the Texas Department of Transportation.

REVIEW OF CONCEPT PLAN

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

"To develop a sustainable mix of commercial and residential land uses in a growth area of the City in compliance with the City's Comprehensive Land Use Plan and Character Designations."

The proposed Concept Plan includes uses permitted through R-1 Single-Family, R-3 Townhouse, and SC Suburban Commercial. The suburban commercial portion of the development will follow all requirements of SC Suburban Commercial zoning district and have an estimated building plot square footage of 45,000 square feet. The townhouse portion of the development will follow all requirements of R-3 Townhouse. Bridgewood Subdivision base zoning district will be R-1 Single-Family Residential and will follow additional requirements specified in the Concept Plan that have been provided by the applicant based on the guidance of the Comprehensive Plan and the proposed RS Restricted Suburban zoning district. Bridgewood is proposed as a cluster development with a maximum gross density of four units per acre, average lot size of 8,000 square feet, and absolute minimum lot size of 6,500 square feet. In order to offset clustered houses a minimum of 8 acres of open space is proposed.

Base Zoning and Meritorious Modifications

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 R-1 Single-Family, R-3 Townhouse, and SC Suburban Commercial zoning classifications, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modification:

1. UDO Section 12-8.3.G.2 "Blocks"

According to subdivision regulations, block lengths shall not exceed 1,200 linear feet in Restricted Suburban designations of the Comprehensive Plan Future Land Use and Character Map. When a block exceeds this length, an additional street is required to reduce the length of the block. 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 Bridgewood Subdivision and feels "the minimum block length of 1,200 feet cannot be met given the lack of connectivity provided in the existing abutting Castlegate Subdivision and the existing creek area that bisects the property." While there are opportunities to meet block length along William D. Fitch Parkway, this is a limited access road. In addition, block length could also be met by connecting Barron Crossing Subdivision (townhouse development) to the Bridgewood Subdivision, but this would cause a street to cut through the proposed open space area that is central to the development. In this case, staff believes there is merit to justify the modification based on the unique concept of this PDD.

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 residential and suburban commercial land uses that are compatible with the surrounding neighborhoods. The SC Suburban Commercial district requires structures utilized materials and designs commonly found within residential areas. Under the SC Suburban Commercial zoning district each building is required by ordinance to provide architectural relief elements.

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, with the addition of the stated staff conditions. The development proposes land uses allowed for this growth area through the Comprehensive Plan. Upon platting, the subject property will be required to provide additional right-of-way and build portions of W.S. Phillips Parkway in compliance with the Thoroughfare Plan.

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development: The proposed PDD will enable the development of clustered Restricted Suburban uses, named Bridgewood Subdivision, closest to the existing Castlegate Subdivision. Lot sizes will be compatible to those of the adjacent subdivisions. In addition, open space will be provided within the development to offset gross density requirements of a maximum of four units per acre. Townhouse and suburban commercial uses will provide a transition for the existing residential areas to William D. Fitch Parkway.

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: At the time of platting, all residential units will be required to comply with subdivision regulations regarding access.

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities: At the time of platting and site planning the development will be required to meet all city regulations. When the proposed development proceeds through the platting process, construction of portions of W.S. Phillips Parkway will be required in order for the site to be in compliance with the Thoroughfare Plan. All proposed driveways to William D. Fitch Parkway will require approval from the Texas Department of Transportation.

6. 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.

7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area: This development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity if the proposed staff condition to provide a pedestrian connection from the townhouse use to the open space is added to the Concept Plan. A traffic impact analysis was required. Potential impacts to the transportation network were diminished with the decrease in the intensity of land uses, which was part of the final maximum land use density recommendation. However, based on trip generation of the Suburban Commercial portion of the project, at site planning the applicant will be required to provide right turn deceleration lanes on connections to William D. Fitch Parkway in the suburban commercial portion of the project and meet TxDOT permitting requirements.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – July 18, 2013
4. Rezoning Map
5. Concept Plan
6. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: July 18, 2013
Advertised Council Hearing Dates: August 8, 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:

Castlegate HOA

Property owner notices mailed: 30
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: 3

ADJACENT LAND USES

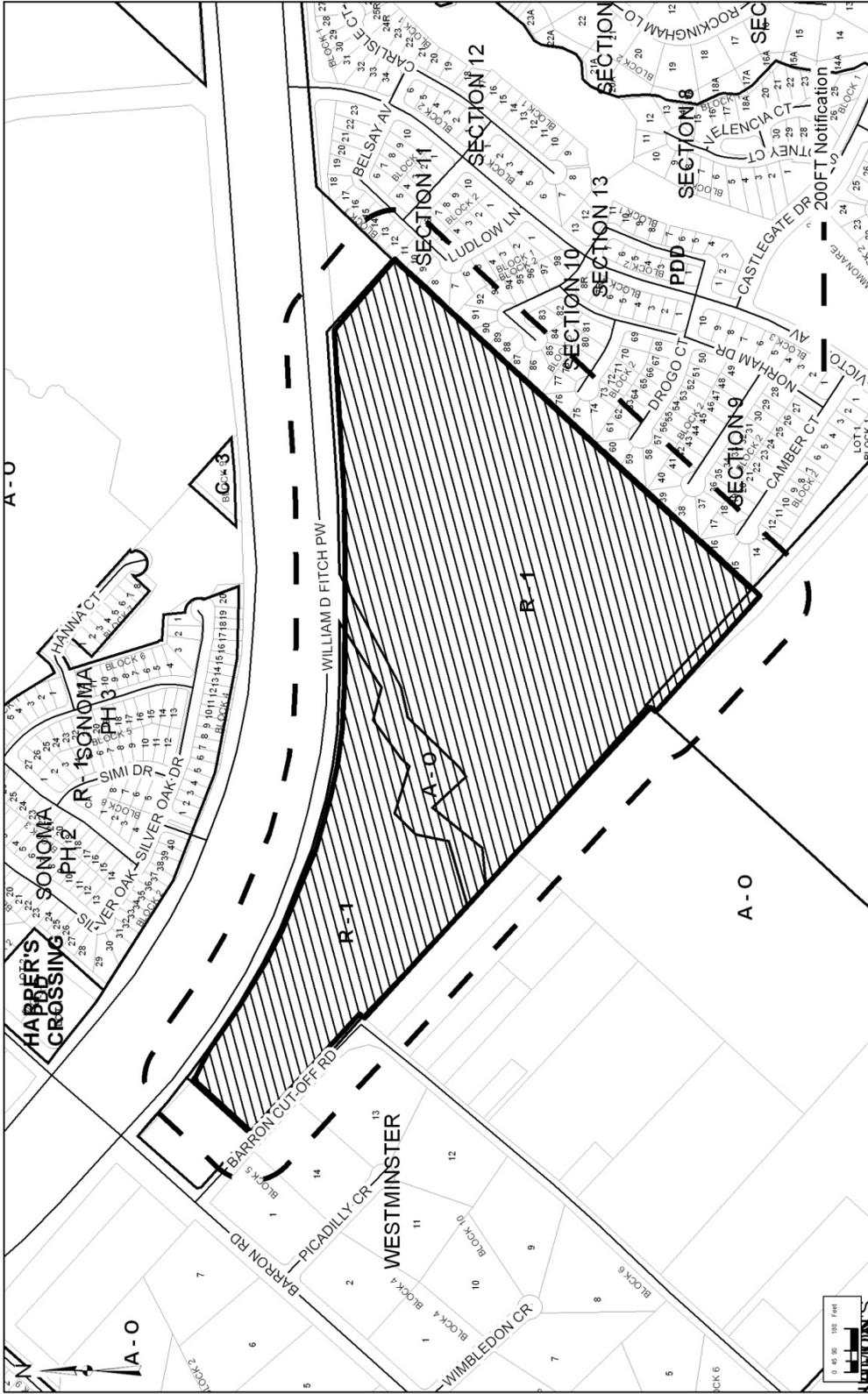
Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban, Natural Areas - Reserved, and Urban	R-1 Single-Family Residential, A-O Agricultural Open, and C-3 Light Commercial	Single-Family and vacant
South	Restricted Suburban and Estate	R-1 Single-Family Residential and A-O Agricultural Open	Single-Family and vacant
East	Restricted Suburban	PDD Planned Development District	Single-Family
West	Suburban Commercial	C-3 Light Commercial	vacant

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation
R-1 Single-Family Residential in May 2008
Final Plat: Unplatted
Site development: Vacant



Case: 13-077	2885 BARRON CUT-OFF ROAD	 DEVELOPMENT REVIEW
REZONING		



Zoning Districts

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

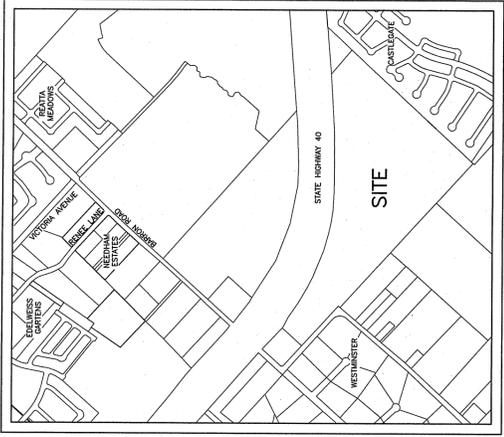
DEVELOPMENT REVIEW

2985 BARRON CUT-OFF ROAD

REZONING

Case: **13-077**

13-112
6-5-11
9-11
300



VICINITY MAP
SCALE: 1" = 1/1000'

LINE	BEARING	DISTANCE
L1	S 91°24'07" E	118.84'
L2	S 59°15'41" E	134.68'
L3	S 59°37'11" E	213.41'
L4	S 59°45'42" E	213.41'
L5	S 59°12'47" E	142.29'
L6	S 72°25'54" E	213.31'
L7	S 78°20'31" E	142.09'
L8	S 82°25'44" E	141.98'
L9	S 87°39'24" E	212.50'
L10	N 88°55'32" E	288.72'
L11	N 88°37'36" E	131.40'
L12	N 46°10'25" E	23.02'

ABBREVIATIONS
 PDD Planned Development District - Housing
 PUE Public Utility Easement

NOTES:
 1. The shaded area in the middle of the property represents the currently zoned R-1. All other areas of the property are currently zoned R-1.

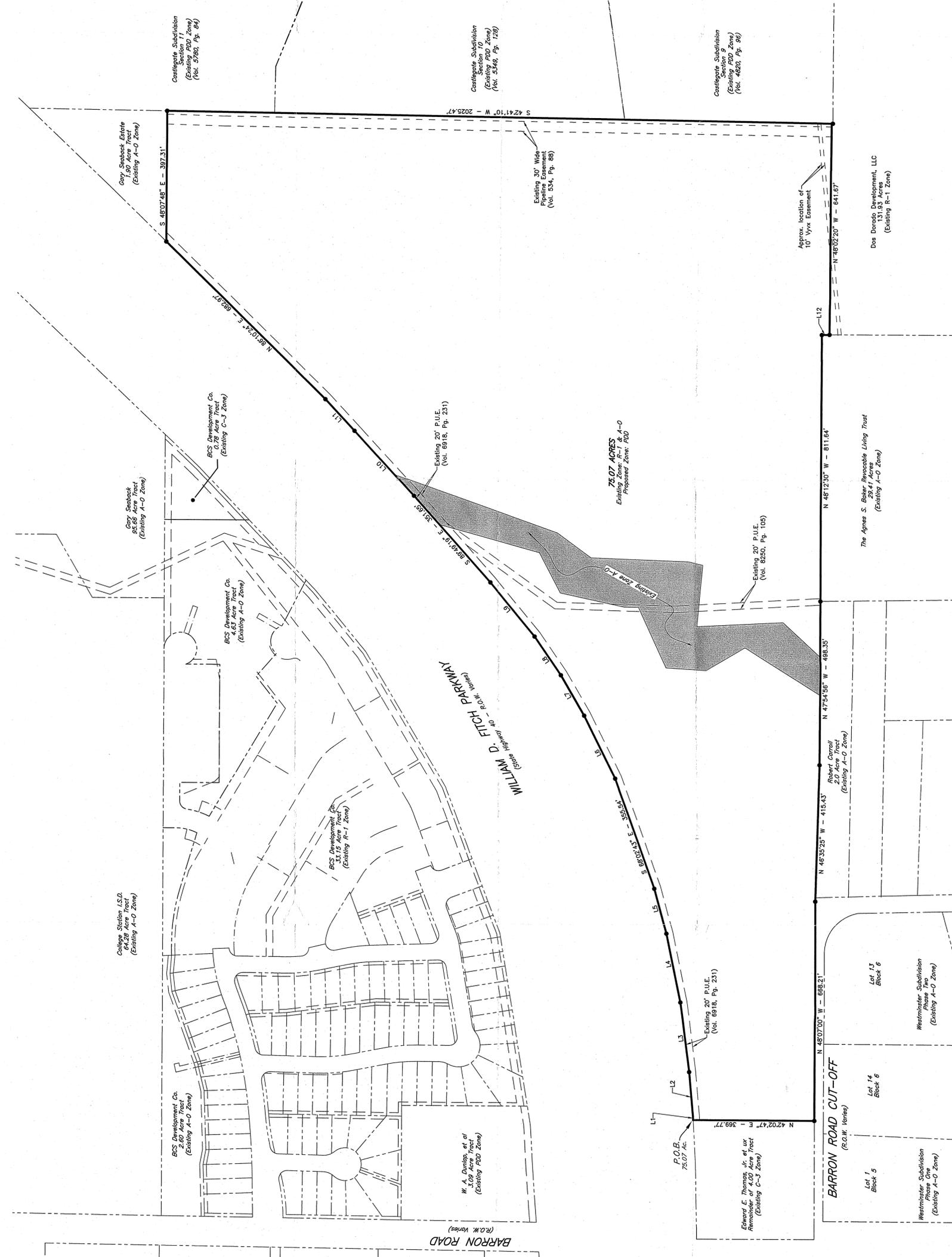
REZONING MAP

BCS Development Property
 75.07 Acres
ROBERT STEVENSON SURVEY, A-54
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 Submitted: April 3, 2013
 Resubmitted: June 5, 2013
 SCALE: 1" = 150'

Prepared By:
 McCure & Brown, Engineering/Surveying, Inc.
 4690 S.H. 6 South
 College Station, Texas 77845
 (979) 693-3838

Client:
 BCS Development Co.
 4690 S.H. 6 South
 College Station, TX 77845
 (979) 690-1222

SCALE: 1" = 150'
 0 100 200

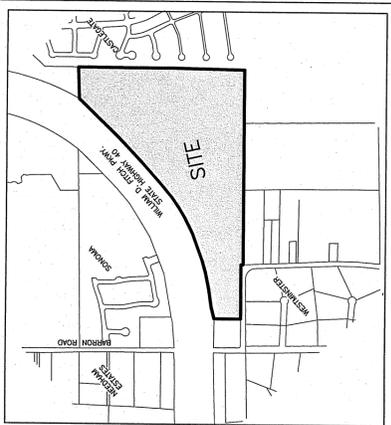


CONCEPT PLAN

BRIDGEWOOD AND BARRON CROSSING SUBDIVISIONS

75.07 AC.
Robert Stevenson Survey A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS
Submitted: April 3, 2013
Resubmitted: July 8, 2013

ENGINEER:
McClure & Brown Engineering/Surveying, Inc.
4900 Stevenson, Suite 200
College Station, Texas 77845
(979) 693-3838
Firm Reg. No. F-458



VICINITY MAP

GENERAL NOTES:

- The base zoning districts and land uses for this property are as follows:
Bridgewood Subdivision:
Base Zoning District: R-1 Single Family Residential
Use Regulations: R-1 Single Family Residential
Area: ±58 Acres
Open Space: ± 8 Acres
Cluster Development Criteria:
• Open Space - Minimum of 8 Acres
• Average Lot Size - 8,000 Square Feet
• Minimum Lot Size - 6,500 Square Feet
The gross density shall not exceed 4 dwelling units per acres.

Barron Crossing:
Base Zoning District: SC Suburban Commercial
Use Regulations: SC Suburban Commercial
Area: ± 5 Acres
Base Zoning District: R-3 Townhouse
Use Regulations: R-3 Townhouse
Area: ± 9 Acres

- The range of building heights and sizes are as follows:
Bridgewood Subdivision:
Building Height Regulations: R-1 Single Family Residential
Barron Crossing:
Building Height Regulations: SC Suburban Commercial
Total Estimated Building Square Footage for the Barron Crossing building plot is approximately 45,000 SF.
Building Height Regulations: R-3 Townhouse
- The stormwater drainage from this site will be collected internally between the Bridgewood Subdivision and Barron Crossing and stored within a retention or detention pond(s). Stormwater requirements will be in accordance with the BYCS Unified Stormwater Design Guidelines.
- The following meritorious modification is granted for the residential portion of the PDD only:
Modifications:
• PDD Section 6.3.6 - Minimum block length requirement of 1,200' in Restricted Suburban areas does not apply.

- Subdivision and Barron Crossing will be addressed at the time of Preliminary Plan in accordance with the following:
Bridgewood Subdivision:
A maximum of 30 lots will be constructed with the street connection to State Highway 40.
According to Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0325E, effective May 16, 2012, this property is not located in a 100-year flood hazard area.
- Open and recreational area will be privately owned and maintained.



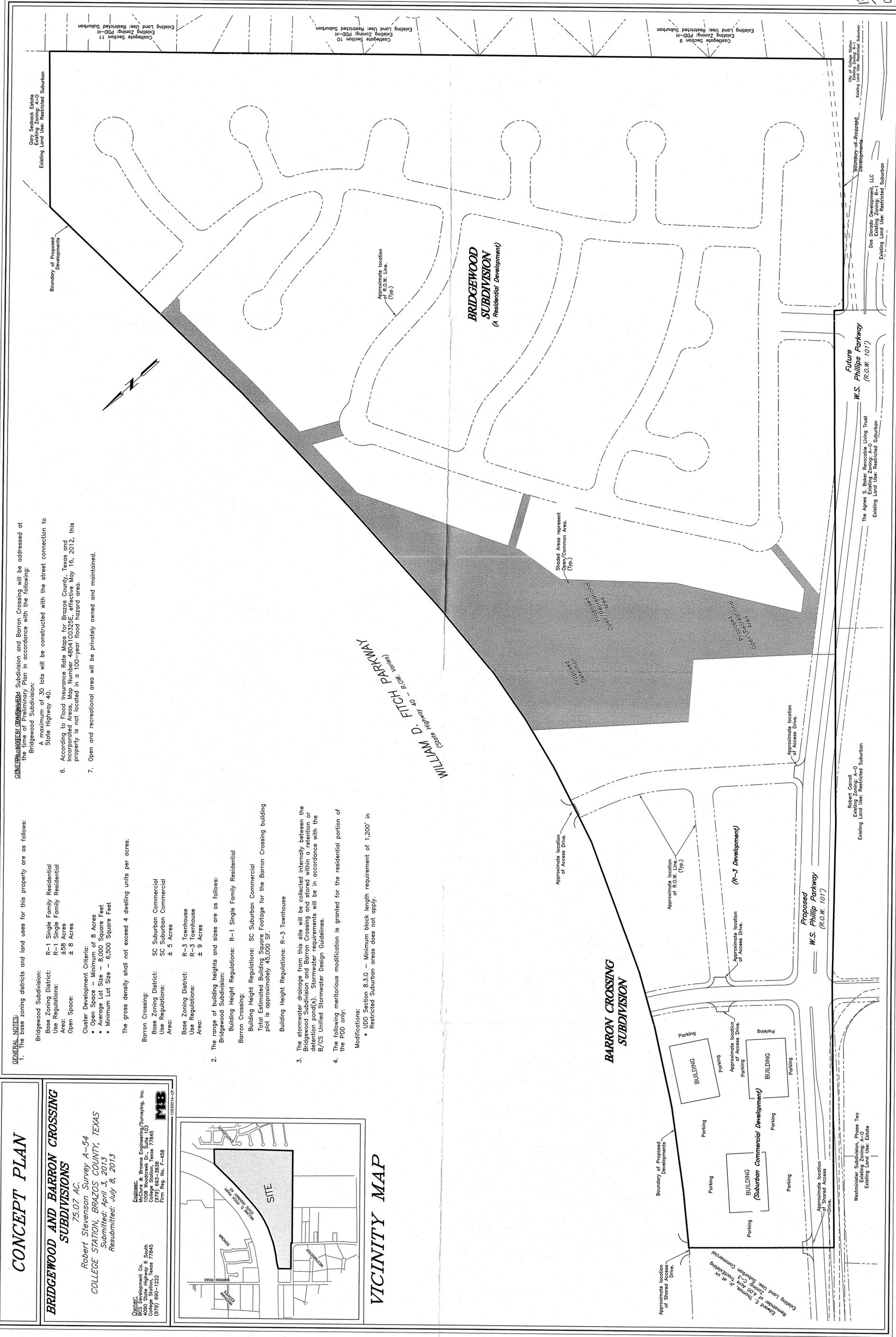
WILLIAM D. FITCH PARKWAY
(State Highway 40 - R.O.W. Lines)

BRIDGEWOOD SUBDIVISION
(A Residential Development)

BARRON CROSSING SUBDIVISION

Proposed W.S. Phillip Parkway
(R.O.W. 101')

Future W.S. Phillip Parkway
(R.O.W. 101')



13-11
7-8-12
0-45
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10530014-CP

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 8th day of August, 2013.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A Robinson

City Attorney

EXHIBIT "A"

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

The following property is rezoned from R-1 Single-Family Residential and A-O Agricultural Open to PDD Planned Development District:

Being all that certain tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being a part of the 75.07 acre tract described in the deed from Wayne A. Dunlap, et al to BCS Development Company recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the northwest corner of the said 75.07 acre BCS Development Company tract, said corner also being in the southeast line of the called 4.00 acre Edward E. Thomas Jr. et ux tract described in Volume 1577, Page 136 (O.R.B.C.) and said corner also being in the south right-of-way line of State Highway No. 40;

THENCE: along the said south right-of-way line of State Highway No. 40 for the following thirteen (13) calls:

- 1) S 51° 24' 07" E for a distance of 11.84 feet for corner,
- 2) S 53° 15' 41" E for a distance of 134.68 feet for corner,
- 3) S 55° 37' 11" E for a distance of 213.41 feet for corner,
- 4) S 59° 45' 42" E for a distance of 213.41 feet for corner,
- 5) S 63° 12' 47" E for a distance of 142.29 feet for corner,
- 6) S 68° 02' 43" E for a distance of 355.54 feet for corner,
- 7) S 74° 26' 54" E for a distance of 213.31 feet for corner,
- 8) S 78° 20' 31" E for a distance of 142.09 feet for corner,
- 9) S 82° 25' 44" E for a distance of 141.96 feet for corner,
- 10) S 87° 39' 24" E for a distance of 212.50 feet for corner,
- 11) S 89° 49' 19" E for a distance of 351.65 feet for corner,
- 12) S 88° 56' 32" E for a distance of 269.72 feet for corner,
- 13) N 88° 37' 36" E for a distance of 131.40 feet for corner, and

THENCE: N 86° 10' 24" E for a distance of 682.97 feet for corner marking corner marking the northeast corner of the said 75.07 acre BCS Development Company tract, said corner also being in the southwest line of the called 217.5 acre Gary Seaback tract described in Volume 2597, Page 186 (O.R.B.C.) and said corner also being in the south right-of-way line of State Highway No. 40;

THENCE: S 48° 07' 48" E along the common line of the said 75.07 and 217.5 acre tracts for a distance of 397.31 feet to the east corner of the said 75.07 acre tract, the south corner of the said 217.5 acre tract and said corner also being in the northwest line of CASTLEGATE SUBDIVISION, SECTION 11 as recorded in Volume 5780, Page 84 (O.R.B.C.);

THENCE: S 42° 41' 10" W along the southeast line of the beforesaid 75.07 acre tract for a distance of 2025.47 feet to the south corner of the said 75.07 acre tract;

THENCE: along the southwest line of the said 75.07 acre tract for the following six (6) calls:

- 1) N 48° 02' 20" W for a distance of 641.67 feet for corner,
- 2) N 40° 10' 25" E for a distance of 23.02 feet for corner,
- 3) N 48° 12' 30" W for a distance of 811.64 feet for corner,
- 4) N 47° 54' 56" W for a distance of 498.35 feet for corner;
- 5) N 46° 35' 25" W for a distance of 415.43 feet for corner and
- 6) N 48° 07' 00" W for a distance of 668.21 feet to the west corner of the said 75.07 acre tract,

THENCE: N 42° 02' 47" E for a distance of 369.77 feet to the POINT OF BEGINNING and containing 75.07 acres of land, more or less.

EXHIBIT "B"

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

“To develop a sustainable mix of commercial and residential land uses in a growth area of the City in compliance with the City’s Comprehensive Land Use Plan and Character Designations.”

EXHIBIT "D"

GENERAL NOTES:

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

Bridgewood Subdivision:

Base Zoning District: R-1 Single Family Residential
 Use Regulations: R-1 Single Family Residential
 Area: ±58 Acres
 Open Space: ± 8 Acres

Cluster Development Criteria:

- Open Space - Minimum of 8 Acres
- Average Lot Size - 8,000 Square Feet
- Minimum Lot Size - 6,500 Square Feet

The gross density shall not exceed 4 dwelling units per acres.

Barron Crossing:

Base Zoning District: SC Suburban Commercial
 Use Regulations: SC Suburban Commercial
 Area: ± 5 Acres

Base Zoning District: R-3 Townhouse
 Use Regulations: R-3 Townhouse
 Area: ± 9 Acres

2. The range of building heights and sizes are as follows:

Bridgewood Subdivision:

Building Height Regulations: R-1 Single Family Residential

Barron Crossing:

Building Height Regulations: SC Suburban Commercial

Total Estimated Building Square Footage for the Barron Crossing building plot is approximately 45,000 SF.

Building Height Regulations: R-3 Townhouse

3. The stormwater drainage from this site will be collected internally between the Bridgewood Subdivision and Barron Crossing and stored within a retention or detention pond(s). Stormwater requirements will be in accordance with the B/CS Unified Stormwater Design Guidelines.

4. The following meritorious modification is granted for the residential portion of the PDD only:

Modifications:

- UDO Section 8.3.G - Minimum block length requirement of 1,200' in Restricted Suburban areas does not apply.

5. Phasing of Bridgewood Subdivision and Barron Crossing will be addressed at the time of Preliminary Plan in accordance with the following:

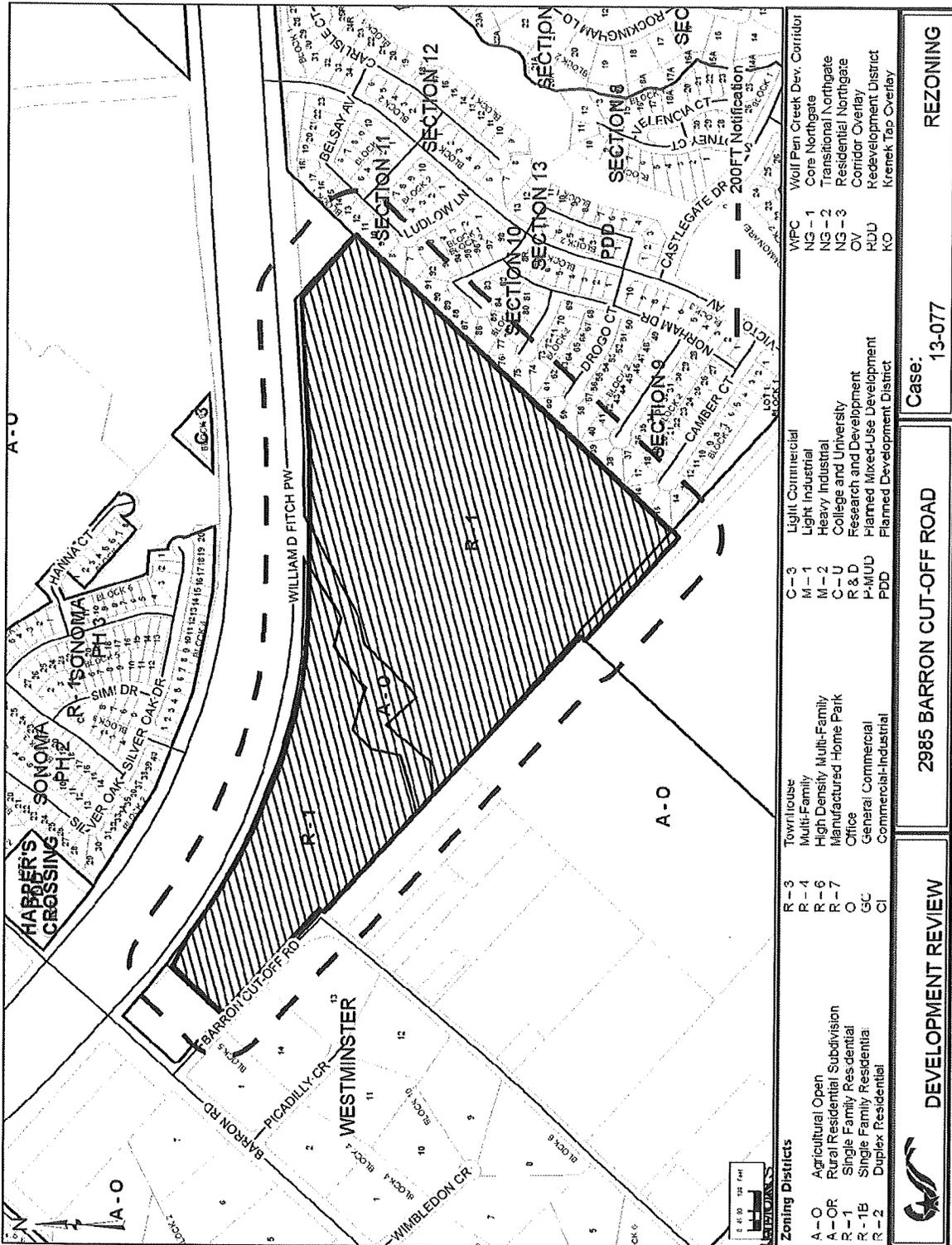
Bridgewood Subdivision:

A maximum of 30 lots will be constructed with the street connection to State Highway 40.

6. According to Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 48041C0325E, effective May 16, 2012, this property is not located in a 100-year flood hazard area.

7. Open and recreational area will be privately owned and maintained.

EXHIBIT "E"



DEVELOPMENT REVIEW **2985 BARRON CUT-OFF ROAD** **Case: 13-077** **REZONING**