



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhane
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, April 12, 2007 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence requests, Big Event Presentation, NLC Award

Hear Visitors: Any 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 6:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may 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.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will please state their name and address for the record and provided three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

2. Presentation, possible action, and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

Vision Statement II – Parks and Leisure Services

Professionals providing a wide range of leisure, recreational, educational, and cultural opportunities.

- a. Presentation, possible action, and discussion awarding a design contract (Contract No. 07-174) to Edwards and Kelcey, Inc., in an amount not to exceed \$498,917.00, for the design of Phase I of the new Municipal Cemetery/Aggie Field of Honor; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Vision Statement I - Core Services
Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- b. Presentation, possible action, and discussion regarding approval of the third and final reading of an ordinance approving a non-exclusive gas and oil gathering franchise agreement with Energy Transfer Corporation.
- c. Presentation, possible action, and discussion regarding the approval of a contract with Chadwick Homeowners Association granting an amount not to exceed \$7,500 in matching funds for a gateway project.
- d. Presentation, possible action and discussion on a contract for Delinquent Account Collections for Utilities, Municipal Court Fines/Fees, Ambulance Services and other miscellaneous revenue for an estimated annual expenditure of \$100,000.00 to McCreary, Veselka, Bragg & Allen, P.C.
- e. Presentation, possible action, and discussion regarding award of the consultant contract (Contract No. 07-164) with Black and Veatch Corporation in the amount not to exceed \$108,300 for engineering service for a Transmission System Fault and Coordination Study of College Station's Electric Transmission System.
- f. Presentation, possible action and discussion regarding ratification of an expenditure of \$200,828 for construction services provided by JaCody, Inc., to repair storm damage and to prevent erosion and loss of City infrastructure in the Upper Trails of Wolf Pen Creek and approval of a construction contract for the work performed.
- g. Presentation, possible action, and discussion approving a real estate contract in the amount of \$50,000 that will authorize the purchase of a 20' wide public utility easement needed for the Water Service Extension Project. The property is owned by Texas Hotel Management, L. P. and is located on the west side of SH 6, at the corner of WD Fitch Parkway.
- h. Presentation, possible action and discussion regarding award of a Services contract for RFP 07-034 Outsourcing the Printing and Mailing of Utility

Bills, late notices and inserts for an estimated annual expenditure of \$55,000 to Sungard EXP-Mailing.

- i. Presentation, possible action, and discussion on appointment of election officials for the May 12, 2007 general and special elections.
- j. Presentation, possible action, and discussion to approve an interlocal agreement between the City of College Station, CSISD, and Brazos County for special statewide constitutional amendment election on May 12, 2007.
- k. Presentation, possible action, and discussion regarding approval of minutes for the City Council Workshop and Regular Meeting on March 22, 2007, Special Council Meeting on February 1, 2007 and Council Retreat on February 27, 2007.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your 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.

Vision Statement III – Planning and Development
Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

1. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 3, "Building Regulations", of the Code of Ordinances of the City of College Station, Texas by adopting the 2006 International Building Code with related amendments and the 2005 National Electrical Code with related amendments.

Vision Statement I - Core Services
Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

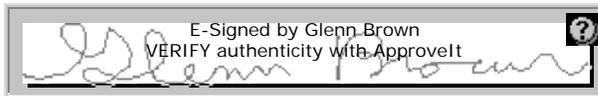
2. Public Hearing, presentation, possible action and discussion on an ordinance amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas by amending certain sections as set out, adopting the 2006 International Fire Code with related amendments and the 2006 NFPA Life Safety Code.

Vision Statement III – Planning and Development
Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

3. Presentation, possible action, and discussion regarding an update on the Comprehensive Planning process.
4. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for April 12, 2007.
5. Final action on executive session, if necessary.
6. Adjourn.

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

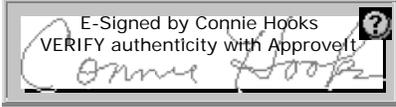
APPROVED:


E-Signed by Glenn Brown
VERIFY authenticity with ApproveIt

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, April 12, 2007 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 9th day of April, 2007 at 2:45 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 April 9, 2007 at 2:45 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 _____, 2007.
By _____

Subscribed and sworn to before me on this the ____ day of _____, 2007.

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.

April 12, 2007
Consent Agenda
Municipal Cemetery/Aggie Field of Honor Phase I
Design Contract Award

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion awarding a design contract (Contract No. 07-174) to Edwards and Kelcey, Inc., in an amount not to exceed \$498,917.00, for the design of Phase I of the new Municipal Cemetery/Aggie Field of Honor; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

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

Summary: Requests for Qualifications were solicited from July 3 through July 26, 2006, for the development and approval of a Master Plan for the 56 acre new Municipal Cemetery/Aggie Field of Honor project (Project Number GG9905). In addition to the Master Plan, the design development and approval, preparation of construction and bidding documents, preparation and filing of plats, and construction management phases related to development of Phase I of the project were included.

During negotiations with Edwards and Kelcey, Inc. it was determined that the best course of action would be to contract for the development and approval of the Master Plan independently of Phase I of the project. Once the location and extent of Phase I was better understood, a separate contract would be entered into with Edwards and Kelcey to complete the Phase I design work. This separate contract approach was utilized as it would potentially give better pricing on the Phase I design costs as several key components of Phase I would not be finalized until completion of the Master Plan process. The Master Plan was developed By Edwards & Kelcey, Inc. with Contract #06-263, and was approved by City Council on 2/1/2007.

Contract #07-174 is the intended second contract, and will provide for the design development and approval, preparation of construction and bidding documents, preparation and filing of plats, and the construction management phases related to development of Phase I of the project.

Budget & Financial Summary: Funds in the amount of \$3,910,000 are currently budgeted for this project (GG9905) in the General Government Capital Improvement Projects Fund. This funding level was established prior to the inclusion of the Aggie Field of Honor to this project.

Funds in the amount of \$1,674,326.23 have been expended or committed to date for land acquisition and development of the Master Plan. This leaves a balance of \$2,235,673.77 for design and construction. Revised estimates, however, indicate that the design, construction and initial marketing of Phase I will be approximately \$6,225,000. Therefore, it is anticipated that the total budget for the project will be increased to \$7,900,000 during the FY08 budget process. Additional Certificates of Obligation will need to be issued to fund this project.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for this portion of the project. This debt is scheduled to be issued later this fiscal year and in fiscal year 2008.

Attachments:

- 1) Resolution Approving a Design Contract with Edwards and Kelcey
- 2) Resolution Declaring Intention To Reimburse Certain Expenditures with Proceeds from Debt
- 3) Phase I Site Plan
- 4) Phase I Design Elements
- 5) Project Timeline

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PRELIMINARY AND FINAL DESIGN OF THE NEW MUNICIPAL CEMETERY AND AGGIE FIELD OF HONOR PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the preliminary and final design of Phase I of the new municipal cemetery and Aggie Field of Honor project; and

WHEREAS, the selection of Edwards and Kelcey, Inc., is being recommended as the most highly qualified provider of the Engineering and Architectural Design services; now, therefore,

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

PART 1: That the City Council hereby finds that Edwards and Kelcey, Inc., is the most highly qualified provider of the services for the preliminary and final design of Phase I of the new municipal cemetery and Aggie Field of Honor Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Edwards and Kelcey, Inc., for an amount not to exceed \$498,917.00 for the preliminary and final design services related to Phase I of the new municipal cemetery and Aggie Field of Honor Project.

PART 3: That the funding for this Contract shall be as budgeted from the Cemetery Fund in the amount of \$498,917.00.

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

ADOPTED this _____ day of _____, A.D. 2007.

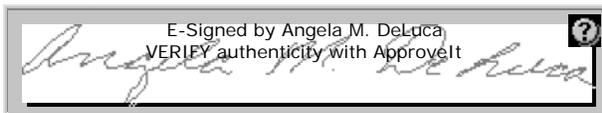
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$6,100,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 12th DAY OF APRIL, 2007.

Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:

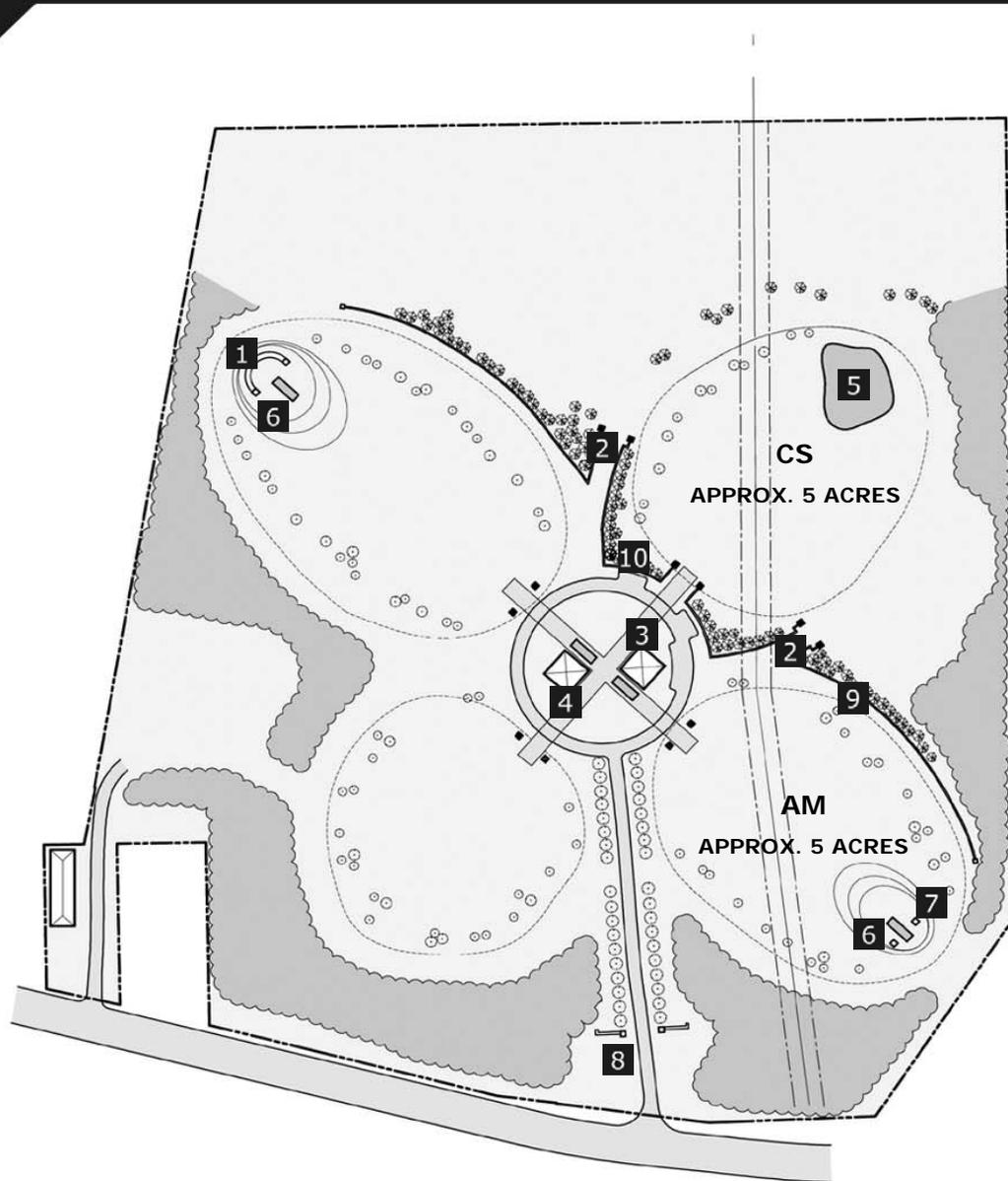


McCull, Parkhurst & Henton L.L.P.
Bond Counsel

Exhibit "A"

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

New Municipal Cemetery/Aggie Field of Honor - Phase I



PHASE I

- 1 Columbarium wall with pillar end columns
- 2 Two Columns flanking each other at roadway entry into College Station Cemetery
- 3 Committal Shelter
- 4 Information Center with Reflection Pool.
- 5 Retention Pond, water feature with water spray.
- 6 Reflection pool on grass mound
- 7 "Spirit Gate" tall columns framing view to Kyle Field and A&M campus.
- 8 Cemetery Entrance
- 9 Low Wall, broken at pedestrian gate columns
- 10 Dense Tree plantings to provide screening for College Station Cemetery

New Municipal Cemetery/Aggie Field of Honor

Phase I Design Elements

February 27, 2007

Assumptions:

1. Phase I design must be consistent with the intent of the approved Master Plan.
2. Design, demolition, and construction costs not to exceed \$5.5 million.
3. Phase I must be a 'stand alone' facility for 10-15 years.
4. Phase I must serve both community and Aggie Field of Honor needs equally.
5. Phase I must have sufficient positive image & impact to produce demand for sales.
6. Space pricing must be reasonable within the local market.

Essential Phase I elements:

1. Demolition/removal of all existing buildings, slabs, road beds, etc.
2. Relocation of existing access road for the Anadarko oil well site.
3. Main entryway, planters, sliding entry gate and fencing along entire road frontage.
4. Entry road, ring road, loop road to 'Spirit Gate', parking at central plaza area.
5. Central plaza with committal and information/restroom buildings, walkways, etc.
6. Twelve columns: including 'Spirit Gate', central plaza, and AFOH columbarium
7. "Spirit Gate" with plaza area, raised and tilted A&M seal, and name walls.
8. Lighting for central plaza, buildings, columns, entry, and roadway.
9. AFOH initial columbarium:
10. COCS columbarium.
11. Landscaping and irrigation for entryway, access road, central plaza, 'Spirit Gate'

12. Benches, walks, 4 flagpoles, trash receptacles, and signage.
13. Pond and water feature for the municipal section
13. Fencing for west, north, and east property lines and screening for oil pad site.
14. Utilities including water, waste water, electrical and communications
15. Provide location, fencing, and signage for graves to be relocated from TAMU

Additional Desired Phase I Elements:

(If funding is available)

- Trees and irrigation systems for future phases
- Separation wall between municipal section and Aggie Field of Honor
- Loop road around initial COCS section
- Four additional columns for COCS section roadway entry
- AFOH west columbarium and plaza

NOTE:

These recommendations were developed by Staff and presented to the Cemetery Advisory Committee for discussion and consideration at a special meeting on February 27, 2007. At that meeting, the Committee supported these recommendations to proceed with the Phase I design.

**City of College Station
Cemetery Project Timeline
Project Number GG9905
As of: March 20, 2007**

- April 2006** **Kinman Tract purchase complete**
- May 24, 2006** **Board of Regents approval of Real Estate Contract**
- June 25, 2006** **Prepare RFQ for design services**
- June 26, 2006** **Develop proposed timeline for project implementation**
- June 27, 2006** **Cemetery Committee Update**
- July 3, 2006** **RFQ for design services issued**
- July 13, 2006** **City Council Workshop discussion - confirm project scope, management responsibilities, oversight roles and proposed timeline**
- July 26, 2006** **RFQ deadline 4:00PM**
- July 27, 2006** **Sharp/Clark tract purchase complete**
- July 27, 2006** **TAMU Tract purchase complete**
- August 2006** **RFQ Evaluation & negotiation process**
 -Rankings completed: 8/9/2006
 -Contract Negotiations complete:
- Sept. 27, 2006** **Site visit to State Veterans Cemetery @ Killeen**
- Oct. 12, 2006** **City Council award Contract for Master Plan Design**

- Oct. 25, 2006** **Site tour of new cemetery property**
- Nov. 1, 2006** **Project Kickoff/Visioning Session/Goal Review led by design firm (9 a.m. to 3 p.m., The Exit Teen Center)**
- Nov. 2, 2006** **Continuation of the Project Kickoff/Visioning Session/Goal Review led by design firm (9 a.m. to Noon, College Station Conference Center)**
- Nov. 14, 2006** **Monthly status update by design firm with Cemetery Committee (Noon, College Station Conference Center)**
- Nov. 27, 2006** **Public Hearing meeting led by design firm in Council Chambers (40 people in attendance)**
-
- Nov. 28, 2006** **Design charrette led by design firm in College Station Conference Center (30 people in attendance)**
-
- Dec. 11, 2006** **R.C. Slocum visits with Dr. Robert Gates and gains verbal approval of the master plan**
- Dec. 12, 2006** **Conceptual Master Plan presented by design team to the Cemetery Committee in the Exit Teen Center**
- Jan. 9, 2007** **Design Team delivers the 1st draft of the conceptual master plan book to City Council, Cemetery Committee, & staff**
- Jan. 9-16, 2007** **City Council, Cemetery Committee, and city staff review of the 1st draft of the conceptual master plan book**
- Jan. 16, 2007** **Cemetery Committee workshop meeting on the 1st draft of the conceptual master plan book**

- Jan. 23, 2007** **Public Hearing on the 1st draft of the conceptual master plan book. Cemetery Committee passes a motion to recommend adoption of the conceptual master plan by City Council. ☑**
- Jan. 16-31, 2007** **Design Team incorporate changes received on 1/16/07 into final draft of the conceptual master plan book ☑**
- Feb. 1, 2007** **Joint City Council/Cemetery Committee meeting for approval of the Master Plan ☑**
- Feb. 27, 2007** **Committee meeting to determine Phase I project scope ☑**
- March 2007** **Committee meetings:**
 -Initiate development of operational rules and procedures for new cemetery site and set space sizes (3/6/2007) ☑
 -Review updated Pro Forma (3/20/2007) ☑
 -Finalize naming recommendation (3/27/2007)
- April 2007** **Development of the marketing RFP (Staff)**
- April 2007** **Cemetery Endowment Fund resolution developed (Staff)**
- April 2007** **Finalize option sale process and procedures**
- April 12, 2007** **Approval of Phase I Design contract w/ Edwards & Kelcey**
- May 2007** **Budget request for FY 2008 operations and maintenance**
- June 2007** **Start Option sales process**
- June 2007** **City Council approval of marketing contract, ordinance with rules and regulations, and naming recommendations**

- June 2007** **Finalize agreement on use of protected names, logos, trademarks and other identifying marks with TAMU**
- Sept. 2007** **City Council approval of Endowment Fund resolution**
- Oct. 2007** **Phase I design process complete and project out to bid**
- Dec. 2007** **Award contract for construction**
- Dec. 2007** **End option sale sign up process**
- January 2008** **Groundbreaking ceremony**
- April 2008** **Start option sale space selection on site**
- Sept. 2008** **Complete Phase I construction**
- Sept. 2008** **Dedication ceremony**

Indicates Completion of Specific Task

TIMELINE SCHEDULE AND COMPONENTS SUBJECT TO CHANGE

April 12, 2007
Consent Agenda
Energy Transfer Corporation Gas & Oil Gathering Franchise Agreement

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of the third and final reading of an ordinance approving a non-exclusive gas and oil gathering franchise agreement with Energy Transfer Corporation.

Recommendation(s): Staff recommends approval of the franchise with Energy Transfer Corporation (ETC).

Summary: The City Council approved Ordinance 1923 on October 10, 1991, providing for an oil & gas pipeline franchise agreement with Ferguson Crossing Pipeline Company. On September 13, 2001, Council approved Ordinance 2516 naming Mitchell Gas Services, L.P. as successor to the franchise and extending Ordinance 1923 for five years. In September 2003 the Mitchell Gas Services, L.P. altered its name and began doing business as Devon Gas Services, L.P. On October 21, 2004, Council approved Ordinance 2762 naming Energy Transfer Corporation as successor to the franchise. The franchise fee structure has not changed since the original franchise in 1991.

While the franchise was completely rewritten two changes are significant. The first is that the franchise fees are set within the ordinance and not by resolution. The second is that franchise fees are applied only to pipeline in the City's right of ways and that fee was raised from \$1.50 per linear foot to \$2.50 per linear foot.

Budget & Financial Summary: Although the fee per linear foot of pipeline in the right of way was increased there is a decrease in the overall revenue from this franchise due to eliminating the franchise fee on pipeline not in the right of way. Revenue from this franchise will decrease from approximately \$78,000 to approximately \$45,000 per year.

Attachments:
Franchise Ordinance

ORDINANCE NO _____

AN ORDINANCE GRANTING TO ETC TEXAS PIPELINE, LTD., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO GATHER, COLLECT, RECEIVE, TRANSPORT FOR COLLECTION AND STORE OIL, GAS, OR OTHER FLUIDS USED OR PRODUCED IN CONNECTION WITH OIL AND GAS GATHERING OPERATIONS IN AND AROUND COLLEGE STATION, TEXAS AND TO OCCUPY THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF COLLEGE STATION WITH ITS FACILITIES FOR THAT PURPOSE, PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF STREETS, ALLEYS, AND PUBLIC WAYS, PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES, PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; REPEALING ALL PREVIOUS ETC TEXAS PIPELINE, LTD FRANCHISE ORDINANCES AND ORDINANCES IN CONFLICT HEREWITH, REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY, PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

SECTION 1 **GRANT OF AUTHORITY**

(A) The City of College Station, Texas, herein after called "City," hereby grants to ETC Texas Pipeline, Ltd., hereinafter called "Company," its successors and assigns, privilege and license to use and occupy the present and future Public Rights-of-Way of the City for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to gather, collect, transport in, out of, and through the City to an approved storage or disposal site or for injection into a transportation pipeline oil, gas, and other fluids used or produced in connection with oil and gas collection operations within the corporate city limits, as such limits may be amended from time to time.

(B) Said privilege and license being granted by this Ordinance is for a term of ten (10) years from and after the effective date of this Ordinance. The Company shall give the City written notice of any request for renewal of this franchise six (6) months prior to the expiration of the franchise granted by this Ordinance.

(C) This franchise covers the geographical area of the entire corporate limits of the City of College Station, Texas. With the exception of compensation provisions, this franchise also applies to the extraterritorial jurisdiction of the City. The Company agrees that the corporate limits are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the Company has no vested right in a specific area. If the City approves any corporate limits expansion or reduction by annexation or contraction, the City will provide written notice to the Company. The Company must revise prospectively the calculation of its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice by the City of such expansion or reduction, but, in any event, beginning no later than sixty (60) days after receipt of notice.

(D) The provisions set forth in this ordinance represent the terms and conditions under which the Company shall construct, operate, and maintain the System within the City. In granting this franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City. Company, by its acceptance of this franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

SECTION 2. **DEFINITIONS**

For the purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(A) "City" shall mean the City of College Station, Texas.

(B) "Company" shall mean ETC Texas Pipeline, Ltd., its successors and assigns, but does not include an ETC Texas Pipeline, Ltd. affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 11.

(C) "City Manager" shall mean the City's manager, or his or her designee.

(D) "ETC Texas Pipeline, Ltd. Affiliate" shall mean in relation to the Company, a Person that controls, is controlled by, or is under common control with the Company. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person whether by operation of law, by contract or otherwise.

(E) "Linear Feet" shall mean each foot of pipeline in the Public Rights-of-Way, measured linearly without regard to size of pipeline installed therein.

(F) "Person" shall mean any natural person, or association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include the City or any employee, agent, servant, representative or official of the City.

(G) "Public Rights-of-Way" shall mean public streets, alleys, highways, bridges, public easements, public places, public thoroughfares, grounds, and sidewalks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

(H) "System" or "System facilities" shall mean all of the Company's pipelines and other appurtenant equipment needed and necessary to gather, collect, receive, transport in, out of, and through the City to an approved storage or disposal site or for injection into a transportation pipeline oil, gas, and other fluids used or produced in connection with oil and gas gathering operations of the Company.

SECTION 3 ACCEPTANCE OF TERMS OF FRANCHISE

(A) The Company shall have sixty (60) days from and after passage and approval of this Ordinance to file its written acceptance thereof with the City Manager. If the Company does not file such written acceptance of this Franchise Ordinance, the Franchise Ordinance shall be rendered null and void. The effective date shall be determined in accordance with the requirements of Section 25.

(B) At midnight on June 10, 2017, ALL rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate.

SECTION 4 NO THIRD PARTY BENEFICIARIES

This franchise is made for the exclusive benefit of the City and the Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

SECTION 5 PARAGRAPH HEADINGS, CONSTRUCTION

The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party

SECTION 6 SEVERABILITY

This Franchise Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby

SECTION 7 NO WAIVER

Either City or the Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 8 VENUE

The venue of all actions at law and in equity, concerning any matter or controversy growing out of or incident to any exercise or abuse of the privileges and power granted hereunder, or any default of the duties or obligations imposed hereunder, shall be in the State courts of competent jurisdiction of Brazos County, Texas; and the Company, by the exercise of the privileges and the enjoyment of the benefits of this franchise, expressly agrees in all such matters to submit to the jurisdiction of the courts of the State of Texas, and hereby expressly waives whatever rights it may have to be sued or proceeded against in any other tribunal, provided, however, that if the laws of the State of Texas require such matters to be first submitted to a regulatory body of the State of Texas, same shall be done before recourse may be had to the State Courts, and provided further that this section is subject to the jurisdiction of other courts as required by law

SECTION 9 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

(A) This franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions, the laws of the State of Texas and its regulatory agencies and commissions, the College Station City Charter, as amended, and all other applicable ordinances of the City of College Station, not inconsistent herewith.

(B) Company hereby agrees that with regard to the System installed it shall provide a certificate to the City that such installation was made in accordance with the laws and regulations pertaining thereto

SECTION 10 CONFLICTING ORDINANCES

All ordinances and parts of ordinances of the City of College Station, Texas, with ETC Texas Pipeline, Ltd. in conflict with the provisions of this ordinance are hereby repealed.

SECTION 11 SUCCESSORS AND ASSIGNS

No assignment or transfer of this franchise shall be made, in whole or in part, except in the case of assignment or transfer to an Affiliate of Company without approval of the City Council of the City Notice

of said transfer or assignment to an Affiliate shall be provided to the City. The City will grant such approval unless withheld for good cause. Upon approval, the rights, privileges, and franchise herein granted to the Company shall extend to and include its successors and assigns. The terms, conditions, provisions, requirements and agreements contained in this franchise shall be binding upon the successors and assigns of the Company.

SECTION 12. RESERVATION OF RIGHTS. GENERAL

(A) The City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this franchise.

(B) The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of oil and gas gathering.

(C) City expressly reserves the right to own and/or operate its own system for the purpose of oil and gas gathering and may, in accordance with applicable state law and the College Station City Charter, purchase this franchise from the Company.

(D) Except as may be expressly set forth in this Ordinance, in granting this franchise the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Texas as the same may be amended, or any of its rights and powers under or by virtue of present or future ordinances of the City.

SECTION 13 CONDITIONS OF OCCUPANCY

(A) All construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be adopted by the City, relating to the use of the Public Rights-of-Way of the City. This Franchise Ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest or appeal any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state or local law or regulation.

(B) The Company shall comply with the City's Right-of-Way ordinance, a current copy of which is attached as Exhibit A. Pursuant to the City's police power authority, this Right-of-Way ordinance may be superseded by a new or amended ordinance, which shall be of general application to all users of City Rights-of-Way other than the City. In the event the Company believes that the current, new or amended ordinance is contrary to the City's legitimate police power or any federal, state or local law or regulation, and imposes obligations on the Company or deprives the Company of benefits conferred by this Franchise Ordinance, nothing in this Franchise Ordinance shall preclude the Company from taking any action it deems appropriate to preserve its rights.

(C) Company shall lay, maintain, construct, operate, and replace its System facilities so as to interfere as little as possible with traffic. The placement of all System facilities shall be subject to the approval of the City Manager prior to construction. Reproducible copies of maps showing the location of all System facilities shall be furnished to the City Manager.

(D) In determining the location of Company's System facilities within the City, Company shall minimize interference with the existing underground structures of the City or other utility franchisees or users of the Public Rights-of-Way. Likewise, in determining the location of the facilities of the City and other utility franchisees or users of the Public Rights-of-Way within the City, City shall minimize

interference with existing System facilities of Company and shall require other utility franchisees or user of the Public Rights-of-Way to minimize interference with existing System facilities of Company

(E) When Company makes or causes to be made excavations or places or causes to be placed obstructions in any Public Right-of-Way or other public place, the public shall be protected by barriers and lights placed, erected, marked and maintained by Company in accordance with applicable state and federal requirements. Company shall repair, clean up, and restore to as good a condition as before commencement of work, all Public Rights-of-Way or other public places disturbed during the construction and repair of its System. In the event the Company fails to restore the Public Rights-of-Way or public places to as good a condition as before the commencement of the work and within a reasonable time, the City may restore or maintain same, after giving the Company thirty (30) days' written notice, provided however that if the Company is proceeding diligently to restore the property, the time for restoration shall be extended for such time as is necessary for the Company to complete the restoration. If the Company fails to restore the Public Rights-of-Way or public places appropriately, the Company will receive a bill for the cost of the City repairing same. The Company shall, within thirty (30) days after receiving such bill, pay the actual cost for such service.

SECTION 14 MAPPING OF SYSTEM FACILITIES

(A) The Company shall provide the City with "plans of record" (*also called as built plans*) as provided for in the City's Right-of-Way ordinance.

(B) It is further agreed by City and Company that provision of this information does not relieve the City or other third parties from an obligation to utilize all appropriate procedures to locate underground facilities, including the obligation to notify a notification center established pursuant to Texas Utility Code Chapter 251, prior to conducting work in the right-of-way such as excavating, drilling, underground boring, jacking, or open cutting.

SECTION 15 RELOCATION OF COMPANY FACILITIES

(A) If the City in constructing its sewers, water lines, electrical lines, streets, utilities or other public works should require any mains, pipes or other System facilities or equipment maintained in the Public right-of-way, to be shifted or relocated, such mains, pipes or other System equipment shall, upon reasonable notice, be timely shifted or relocated by Company at its own expense; provided, however, that the City shall pay the cost of relocating System equipment if such System equipment is located in a Company easement that has priority over the City's right to use the Public's Rights-of-Way as provided in Texas Utility Code §121.2025

(B) When the Company is required by City to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by City, and Company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City. If the Company is required by City to remove or relocate its mains, laterals, or other facilities for any reason other than the construction of streets and alleys by City or for reasons listed in paragraph (A) of this section, Company shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

(C) If the City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such

removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 16 CONFLICTING FRANCHISES

If the Company, in laying its pipes, shall come into conflict with the rights of any other person or corporation having a franchise from the City, the City Council shall decide all questions concerning the conflicting rights of the respective parties, and shall determine the location of the structures of the said parties and what shall reconcile their differences. The Company records shall be available to City for review and inspection for compliance with this franchise at reasonable times and upon reasonable notice.

SECTION 17 ABANDONING OR TEMPORARILY ABANDONING FACILITIES

In the event the Company abandons or temporarily abandons any part of its System facilities, it shall be the duty of the Company under observation of the City Manager to comply with the following:

- (a) Facilities to be abandoned or temporarily abandoned in place shall be disconnected from all sources of the transported gas, oil or fluid such as wells, other pipeline, meter stations, control lines, and other appurtenances, and
- (b) Facilities to be abandoned or temporarily abandoned in place shall be purged of the transported gas, oil or fluid which shall be replaced with an inert material vented as appropriated and the ends sealed.

SECTION 18 LAYING OF LINES IN ADVANCE OF PAVING

(A) Whenever the City shall conclude to pave any Public Rights-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes, the Company will be provided the opportunity, at no expense to the City, in advance of such paving to renew such mains or pipes, if defective or inadequate in size.

(B) The Company shall be given ninety (90) days written notice of the intention of the City to pave any such Public Rights-of-Way and specifying the new locations for the facilities. Within ninety (90) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work. If the Company should fail to so proceed, and such street or alley is thereupon paved, except in an emergency, the Company shall for two (2) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose, except by written permission of the City Manager under such terms and conditions as the City Manager may prescribe.

SECTION 19 FRANCHISE FEES, PAYMENTS TO THE CITY

(A) In consideration of the privilege and license granted by City to Company to use and occupy the Public Rights-of-Way in the City for the conduct of its business, the City will assess, and the Company, its successors and assigns, will pay, a reasonable annual charge for the City's expenses for administering, supervising, inspecting and otherwise regulating the location of the System, including maintaining records and maps of the location of the System, in the amount and manner described herein.

(B) Franchise fee payments shall be based on Two Dollars and Fifty Cents (\$2.50) per linear foot per annum of facilities on, in or under Public Rights-of-Way or City owned property

(C) Such payment shall be made once each year during the month of February

(D) At the time of the annual payment, Company shall also submit to the City a sworn statement in the form attached as Exhibit B showing the total linear feet of Company's pipeline in Public Rights-of-Way as of the end of each month within the previous calendar year. The franchise fee shall be a sum of money calculated by multiplying the per linear foot charge in Section 19(B) by the average linear feet per month for the previous calendar year. The average linear feet per month for the previous calendar year shall be calculated by adding the total linear feet for each of the twelve months as reported in the Company's sworn statement and dividing by twelve (12).

(E) It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only 1) the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property, 2) the Company's separate obligation to reimburse the City for street repairs in accordance with Section 13(E), and 3) penalties as may be provided for by this Franchise Ordinance or the Right-of-Way Ordinance. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easements or franchise taxes, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay such occupation taxes, licenses, charges, fees or rentals.

(D) If the Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the rate of ten percent (10%) per annum from the date the payment is due until and including the date the payment is received by the City.

SECTION 20 ACCOUNTING, AUDIT, INSPECTION

(A) The Company shall maintain, at its local office or principal place of business within the State of Texas, adequate books and records relating to the performance of its obligations under this franchise.

(B) City may cause, upon reasonable notice, an audit to be made of the books and records of the Company relating to the Company's performance under this franchise. The omission by the City to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event City elects to exercise its right of audit, City shall provide to the Company written notice of such election at least forty-eight (48) hours in advance of the time of such audit. City shall have the right to select auditors to make the audit. The Company shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit, and shall make no charge to the City therefor. The Company shall assist the City during any audit conducted under this franchise, including answering questions and providing any requested records or information within seven (7) days of having received a written request therefor. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of two percent (2%), in which case the Company shall pay for the audit.

(C) The acceptance of any statement or payment shall not stop the Company or the City from asserting that the amount paid is not the amount due or from recovering any deficit or overpayment, including interest, by any lawful proceeding provided that any payment made by Company pursuant to this franchise shall be deemed final and correct as to both Company and City unless questioned by either party upon notice delivered to the other within five (5) years following the date of such payment.

(D) Upon completion of the audits, the City shall make the audit report available to the Company, and shall give the Company an opportunity to respond to the audit findings. If requested by either party, the City and the Company shall meet and attempt in good faith to resolve any disputed issues arising out of the audit report. In the event the Company shall be determined to have under-remitted the fee

required by this franchise, the Company shall pay, addition to the arrearage, interest on the arrearage at the statutory rate from the time of the underpayment until full payment is made. Intentional underpayment of fees by the Company may also subject the Company to penalties for noncompliance with this franchise. After reviewing the Company's response to the audit findings, the City shall make an initial determination as to whether the Company shall also be required to pay a penalty for noncompliance. The amount of the penalty, if any, shall not exceed eight percent (8%) of the arrearage. The City Council shall make the final determination of whether a penalty shall be required, and the amount of same subject to all legal rights and remedies available to Company

(E) If any of the records to be provided by Company or to be made available by Company are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the Company such information shall be treated by the City as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the City Manager, Chief Financial Officer, the City Attorney, and the Council Members. City shall promptly notify Company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

SECTION 21. RIGHT TO INDEMNIFICATION AND TO BE HELD HARMLESS

(A) In consideration of the granting of this franchise, Company shall, at its sole cost and expense, indemnify, defend and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (City and such other persons and entities being collectively referred to herein as "Indemnities"), from and against all suits, actions or claims of injury to any person or persons, or damages to any property brought by or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's intentional and/or negligent acts or omissions in connection with Company's operations.

(B) The Company's obligation to indemnify Indemnitees under this Franchise Ordinance shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. In such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees. By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas law or waive any of the defenses of the parties under Texas law

(C) City shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Company's construction, reconstruction, maintenance, repair, use, operation or dismantling of System or Company's provision of service.

(D) In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company and consented to by City, such consent not to be unreasonably withheld, provided, however, that Company shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Company. Company's obligation to defend shall apply regardless of whether City is solely or concurrently negligent. The Indemnitees shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 21. Nothing herein shall be deemed to prevent the Indemnitees at their election and at their own expense from cooperating with Company and participating in the defense of any litigation by their own counsel.

SECTION 22. **INSURANCE**

(A) **COMPANY** shall procure and maintain at its sole cost and expense for the duration of the franchise insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **COMPANY**, its agents, representatives, volunteers, employees or subcontractors.

(B) **COMPANY's** insurance coverage shall be primary insurance with respect to the **CITY**, its officials, employees and volunteers. Any insurance or self-insurance maintained by the **CITY**, its officials, employees or volunteers shall be considered in excess of the **COMPANY's** insurance and shall not contribute to it.

(C) **COMPANY** shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(D) **All Certificates of Insurance and endorsements shall be furnished to the CITY Manager at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the CITY before work commences.**

A. *Standard Insurance Policies Required.*

- 1 Commercial General Liability Policy
2. Automobile Liability Policy
- 3 Workers' Compensation Policy
- 4 Pollution Liability Policy
- 5 Excess Liability Policy

B. *General Requirements Applicable to all Policies*

- 1 Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only
- 3 "Claims Made" policies will not be accepted.
- 4 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- 5 Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- 6 The City of College Station, its officials, employees and volunteers, are to be added as "Additional Insured" to all applicable Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the **CITY**, its officials, employees or volunteers.

C. *Commercial General Liability*

Standard comprehensive general liability including coverage for premises, operations, explosion, products-completed operations, blanket contractual liability, underground property damage, broad form property damage, independent contractors and personal injury:

- 1 General Liability insurance shall be written by a carrier with a B+ VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Limit of \$2,000,000 00 per occurrence bodily injury, \$2,000,000 00 aggregate.
Minimum Limit of \$2,000,000 00 per occurrence property damage, \$2,000,000 00 aggregate.
- 3 Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01
- 4 No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- 5 The coverage shall include but not be limited to the following: premises/operations; independent contracts, products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

D *Automobile Liability*

- 1 Business Automobile Liability insurance shall be written by a carrier with a B+ VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 00 per occurrence for bodily injury and property damage.
- 3 The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- 4 The coverage shall include owned or leased autos, non-owned autos, and hired cars. Where applicable endorsement MCS-90 (Motor Carrier Policies for Insurance for Public Liability) is required.
- 5 COMPANY is responsible for any liability and/or costs that exceed the dollar limits set forth in this section.

E. *Workers' Compensation*

- 1 Employer's Liability limits of \$500,000/\$500,000/\$500,000 are required.
2. City of College Station shall be named as Alternate Employer on endorsement WC 99 03 OI unless written through TWCARP
- 3 Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04 shall be included in this policy
- 4 Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND OH, WA, WV, WY

SECTION 23 TERMINATION

(A) In addition to any rights set out elsewhere in this Franchise Ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of the franchise or the Company becomes insolvent, or is adjudged bankrupt.

(B) The City may, at any time, terminate this franchise for a continuing material violation by the Company of any of the substantial terms hereof. In such event, the City shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to the Company at the address set forth in Section 24 hereof. The Company shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.

(C) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided at least ten-(10) day's prior written notice of any public hearing concerning the termination of the franchise. In addition, ten (10) days notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the Company.

(D) The City, after full public hearing, and upon finding material violation or failure to comply, may terminate the franchise or excuse the violation or failure to comply, upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.

(E) Nothing herein stated shall prevent the City from seeking to compel compliance by suit in any court of competent jurisdiction if the Company fails to comply with the terms of this franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 24 NOTICES

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below, (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified, or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of College Station
P O Box 9960
310 Krenek Tap Road
College Station, Texas 77842

COMPANY
ETC Texas Pipeline, Ltd.
800 E. Sonterra Blvd., Suite 400
San Antonio, TX 78258

SECTION 25 EFFECTIVE DATE

This franchise shall be effective only after (a) sixty (60) days following its final passage by the City Council, and (b) receipt by the City of Company's acceptance as provided by Section 3 herein.

PRESENTED, AND GIVEN first reading on the ___ day of _____, 2007, by a vote of ___ ayes and ___ noes at a regular meeting of the City Council of the City of College Station, Texas; and given second reading, passed and approved on the ___ day of _____, 2007, by a vote of ___ ayes and ___ noes at a regular meeting of the City Council of the City of College Station, Texas; and given third reading, passed and approved on the ___ day of _____, 2007, by a vote of ___ ayes and ___ noes at a regular meeting of the City Council of the City of College Station, Texas.

ATTEST

CITY OF COLLEGE STATION

Connie Hooks, City Secretary

Ron Silvia, Mayor

APPROVED AS TO FORM.

Carla A Robinson
City Attorney

April 12, 2007
Consent Agenda
Gateway Grant Contract for Chadwick HOA

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a contract with Chadwick Homeowners Association granting an amount not to exceed \$7,500 in matching funds for a gateway project.

Recommendation(s): Staff recommends approval of the contract with Chadwick Homeowners Association granting matching funds for their gateway project up to but not exceeding \$7,500.

Summary: Chadwick Homeowners Association, an organization registered in the City's Neighborhood Partners Program, applied for a Gateway Grant in September 2006. The City's current Gateway Policy, which was approved in 1999 by the City Council, requires approval of gateway design by a committee that no longer exists. Since this project cannot technically meet the policy requirements this contract is being brought to the City Council for final approval.

The Gateway Policy is being updated and the proposed revised version will be brought to Council in the next few months.

Budget & Financial Summary: As per the Gateway Policy the City will pay for one-half of the cost of the gateway up to \$7,500. Estimated cost of this project is \$5,554 and the City's match is expected to be \$2,777 which is within the current and future guidelines for the grant. Gateway Grant funding is budgeted in the Neighborhood Services operating budget in FY07 at \$15,000 and this is the first use of these funds in this fiscal year.

Attachments:

Chadwick HOA Gateway Grant Contract

Photo of Gateway

GATEWAY GRANT AGREEMENT

This Agreement is entered into this **12th day of April , 2007** by and between the **City of College Station**, a Texas home rule municipal corporation (the “City”) and **Chadwick Homeowner's Association, Inc.**, a **Non-profit corporation** [non-profit corporation; unincorporated association] (the “Grantee”), [acting by and through **Darrell Bay** , as its agent].

WHEREAS, the City has established a “Gateway Policy” through which it has established a grant program providing for a dollar-for-dollar matching grant of up to \$7,500.00 per application for use by the qualified applicant in the development of their gateway;

WHEREAS, Grantee has applied for grant funding under this program and has qualified for grant funding for specified improvements to establish a Neighborhood Gateway in the **Woodcreek Subdivision, Section 10 A and 10B**, area; and

WHEREAS, the City has authorized payment of grant funding subject to the Grantee complying with the terms and conditions of this Agreement, the “Gateway Policy” grant program, and all applicable statutes, ordinances, regulations, and other law; now, therefore,

For and in consideration of grant funding in an amount not to exceed **SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00)** to be paid to the Grantee as set forth herein, the City and Grantee covenant and agree as follows:

I. USE OF FUNDS

The word “funds” as used in this Agreement shall mean any and all grant money that is received by Grantee from the City pursuant to this Agreement.

Grantee shall only use the funds for the sole purpose of constructing and installing the improvements specified in its application and approved by the Director of Information Services or his/her delegate.

This Agreement and payments made hereunder are contingent upon:

- (1) the use of the funds as specified herein.
- (2) the successful completion of the project in accordance with the plans and specifications submitted to and approved by the Director of Information Services or his/her delegate and the City Engineer.

**II.
PROJECT AMOUNT**

The estimated total cost of the project is **FIVE THOUSAND, FIVE HUNDRED AND FORTY-FOUR DOLLARS AND NO/100 (\$5,544)**. The City shall pay fifty percent (50%) of the actual total project cost not to exceed \$7,500.00. Payments shall be made in accordance with Section IV herein.

**III.
INDEMNIFICATION AND RELEASE**

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

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

Grantee shall indemnify and hold the City harmless from any and all injuries to or claims of adjacent property owners resulting from or relating to their performance under this Agreement.

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

**IV.
GENERAL PROVISIONS**

The City may inspect the improvements for compliance with the plans during construction. In the event that it is determined by the City that any of the work or materials furnished is not in strict accordance with the approved plan, the City may stop work on the project and withhold funds until the work is brought into compliance with the approved plan.

Prior to the commencement of any construction on the project, construction plans must be approved and this Agreement signed and approved by the City. The City will release funds to the Grantee in an amount equal to one half (1/2) of the total estimated cost of the work that has been approved by the Director of Information Services or his/her delegate. The funds will be released in two payments. The first payment will be made within fifteen (15) days of the signing of this Agreement and shall be equal to 75% of the estimated grant amount. Final reimbursement payment will be within fifteen (15) days of completion and the City's approval of the improvements not to exceed the total amount of the grant or the balance of one half (1/2) of the total cost of the work completed on the basis of Grantee's application for payment accompanied by invoices from its contractor(s) and a copy of its check or other means of payment to the contractor(s).

No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra work orders be recognized or paid by the City. Grantee shall be solely responsible for selecting, supervising, and paying the construction contractor(s) and for complying with all applicable law, including but not limited to all requirements concerning workers compensation and construction retainage.

Grantee shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, material men and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by the City arising out of or incidental to the performance of any services performed pursuant to this Agreement. In the event a statutory lien notice is sent to the City, Grantee shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice.

The parties to this Agreement agree and understand that all and employees, volunteers, personnel and materials furnished or used by Grantee in the installation of the specified improvements shall be the responsibility of Grantee and shall not be deemed employees or agents of the City for any purpose.

Prior to final acceptance of the project, Grantee shall provide the City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, material men, and subcontractors have been released, and that there are no claims pending of which the Grantee has been notified.

Grantee shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work.

If Grantee fails to commence construction of said improvements within thirty (30) days from the date of the signing of this Agreement, this Agreement shall automatically terminate and the grant application shall be and this agreement shall be of no further force and effect. Upon termination, the City may request that funds released to the Grantee be returned to the City.

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.

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

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

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

This Agreement and the rights and obligations contained herein may not be assigned by Grantee without the prior written approval of the City.

In the event of a material breach of this Agreement by Grantee, the City may exercise any and all legal remedies available to it.

[GRANTEE]

CITY OF COLLEGE STATION

By: 
Printed: Name: Darrell Bay
Title: President, Chadwick Homeowners Association, Inc.

By: _____
Glenn Brown, City Manager

APPROVED:


City Attorney

Date

Chief Financial Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared _____
_____ as _____ of _____
_____ known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 200_

Notary Public in and for the
State of Texas

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Glenn Brown as City
Manager of the City of College Station, a Texas home-rule municipal corporation, known to me
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 200_.

Notary Public in and for the
State of Texas



**April 12, 2007
Consent Agenda
Delinquent Account Collections**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a contract for Delinquent Account Collections for Utilities, Municipal Court Fines/Fees, Ambulance Services and other miscellaneous revenue for an estimated annual expenditure of \$100,000.00 to McCreary, Veselka, Bragg & Allen, P.C.

Recommendation(s): Staff recommends approval of the collection contract with McCreary, Veselka, Bragg & Allen, P.C. for delinquent account collections for Utilities, Municipal court Fine/Fees, Ambulance Services and other miscellaneous revenue for an annual estimated expenditure of \$100,000.

Summary: This contract is for collection services on delinquent accounts where an individual or entity owes monies to the City for utility services, emergency ambulance services, court fines/fees, or other services provided by the City. This agreement allows a third party service provider (collection agency) to collect these delinquent fees on behalf of the City. The collection agency will receive 15% for delinquent ambulance services, utilities, and miscellaneous accounts collected; the collection agency will receive 30% for Municipal Court fines and fees imposed against unadjudicated offenses as provided by Article 103.0031 of the Code of Criminal Procedure.

Budget & Financial Summary: On October 10, 2006 seven (7) proposals were received in response to our Request for Proposals. The review team evaluated and ranked the proposals. McCreary, Veselka, Bragg & Allen, P.C. was the top ranked firm. In the proposed contract, the City is not responsible for paying the collection fee unless the collection agency is successful in collecting from the delinquent party.

In FY 06 approximately \$265,000 was collected and \$45,000 was paid to the collection agency. If \$100,000 in collection fees are paid to the collection agency next year, then approximately \$600,000 in revenues would be received through their collection efforts.

Attachments:

1. Services Contract with McCreary, Veselka, Bragg & Allen, P.C.

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **McCreary, Veselka, Bragg & Allen, P.C.** (the "Contractor"), for the following work: Delinquent Account Collections, a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Thousand and no/100 Dollars (\$100,000.00)**. The City shall pay Contractor monthly for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

This agreement is an annual agreement for services provided. Terms of the agreement commence upon execution of this agreement and continue through December 31, 2007. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

CRC 3/16/00
 Contract No. 07-022
 12/27/06

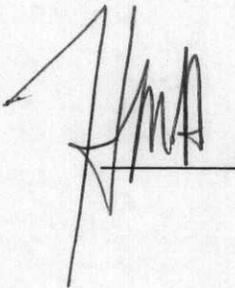
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$15,000.00)**

 A.

The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

 B.

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every

CRC 3/16/00
Contract No. 07-022
12/27/06

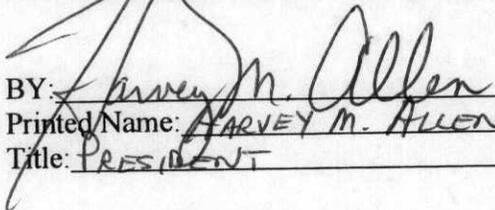
kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

CRC 3/16/00
Contract No. 07-022
12/27/06

- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.

BY: 
 Printed Name: HARVEY M. ALLEN
 Title: PRESIDENT

2-22-07
 Date

CITY OF COLLEGE STATION

BY: _____
 Ron Silvia, Mayor
(required if Contract is \$50,000 or more)

 Date

ATTEST:

 Connie Hooks, City Secretary
(required if Contract is \$50,000 or more)

 Date

CITY OF COLLEGE STATION

BY: _____
 Glenn Brown, City Manager

 Date

CRC 3/16/00
 Contract No. 07-022
 12/27/06

APPROVED:

Ana M DeLuca
City Attorney

Date

Jeff Kersten, Chief Financial Officer

Date

CRC 3/16/00
Contract No. 07-022
12/27/06

Exhibit A

SCOPE OF SERVICES

CRC 3/16/00
Contract No. 07-022
12/27/06

**ADDENDUM TO PROPOSED SCOPE OF WORK
FOR THE CITY OF COLLEGE STATION**

McCreary, Veselka, Bragg & Allen, P.C. (MVBA), accepts and understands that no monies will be collected by MVBA. All communication with defendants will direct all payments to the City of College Station (City). No payment arrangements will be arranged or handled by MVBA Collection Specialists.

The City of College Station may at any time request MVBA to handle payments and/or payment arrangements by providing the appropriate instructions and policies necessary to conform to the procedures of the City of College Station.

QUALIFICATIONS AND EXPERIENCE

MVBA is The Solution To All Your Collection Needs™ including:

- Delinquent Fines and Fees
- Delinquent Emergency Medical Services
- Delinquent Utility Bills
- Miscellaneous Accounts Receivable

McCreary, Veselka, Bragg & Allen, P. C. is a Law Firm that has over 45 years of experience solely in the collection of debts for local governments in Texas utilizing the most advanced technological Debt Collection Program.

Our commitment to customer satisfaction through personal service and communication is the hallmark of MVBA.

Since 1961, McCreary, Veselka, Bragg & Allen, P.C. (MVBA) has been enhancing collection revenues for governmental entities throughout the State of Texas. We believe in providing excellent customer service, which means responding to our clients needs promptly, while at the same time focusing on producing results. MVBA recognizes the need to increase collection of government revenues in the shortest period of time. McCreary, Veselka, Bragg & Allen, P.C., is the right firm at the right time to accomplish this task. Over the past 45 years MVBA has designed and implemented collection programs that increase the revenues of our clients. This is due to our talented and experienced professional staff, combined with our proprietary collection software.

The principal office is located at 5929 Balcones Dr. Suite 200 in Austin, Texas. MVBA has a staff of 135 employees in 21 offices in the State of Texas dedicated to the collection of governmental debt. Of these employees, 25 are directly committed to the collection of delinquent fines, fees, and accounts receivable as described in this proposal and are located or based at the principal office. The collection program along with the procedures outlined in this proposal will be performed at the principal office in Austin, Texas.

Attorneys - the Firm consists of eleven Attorneys with collectively over 200 years experience in managing Debt Collection Programs for local governments.

- Two attorneys have over 12 years of municipal law experience while serving as Assistant City Attorneys.
- One attorney with 10 years experience in the practice of criminal law, eight years as an Assistant District Attorney.
- Two attorneys are also Certified Public Accountants.

Professional Staff – the Firm’s professional staff is located at the Austin office consists of:

- Director of Debt Collections
- Director Client Services
- Client Service Coordinators
- Collection Specialists
- Administrative Assistants
- Computer Hardware and Software Engineers

MVBA presently represents over five hundred (500) local governments in the collection of delinquent debt, two hundred forty-seven (247) Texas Courts including forty-nine (49) municipal courts and one hundred ninety-eight (198) justice, county and district courts in the collection of delinquent fines and fees. Please refer to the List of Clients and References in this proposal.

McCreary, Veselka, Bragg & Allen, P.C. is a professional corporation and is a member of “ACA” an international organization for credit and collection professionals and the Government Services Program. All MVBA Collection Specialist are ACA Certified Professionals. We conduct license reviews through Cornerstone Support in Georgia and maintain licenses in the states requiring a law firm to be licensed to perform consumer related collection activities. We believe our collection record clearly reveals our strong capability to collect delinquent cases in and outside the State of Texas.

Professional Associations – the Firm is member of:

- ACA International–The Association of Credit and Collection Professionals (See Exhibits)
- American Collectors Association of Texas (See Exhibits)
- ACA International Government Services Program (See Exhibits)
- Texas Municipal League (TML)
- Texas Court Clerks Association
- and various other municipal and county government associations.

ABILITY TO PERFORM

- There has been no occurrence where MVBA has been unable to perform any of its responsibilities timely nor where the performance of those duties was inaccurate or not in accordance with the law.
- MVBA is capable and ready to begin complete collection operations.

COMMITMENTS

MVBA commits to providing the best delinquent collection program available to the City of College Station, including all of the services outlined in the Request for Proposal. Our response to the Request outlines how we will provide each of those services. Additionally, MVBA has a bilingual (English/Spanish) staff consisting of attorneys, client service coordinators, collection specialists and administrative assistants. This assures that the debtors will have no language barriers when communicating and dealing with the firm.

MVBA commits to keeping the City well informed of the status of the collection program and the progress of our efforts.

As part of our collection program, MVBA will advise the City on legal issues that arise in the process of the delinquent collection program. MVBA further provides additional services that the City may deem necessary to expedite and enhance the collection program.

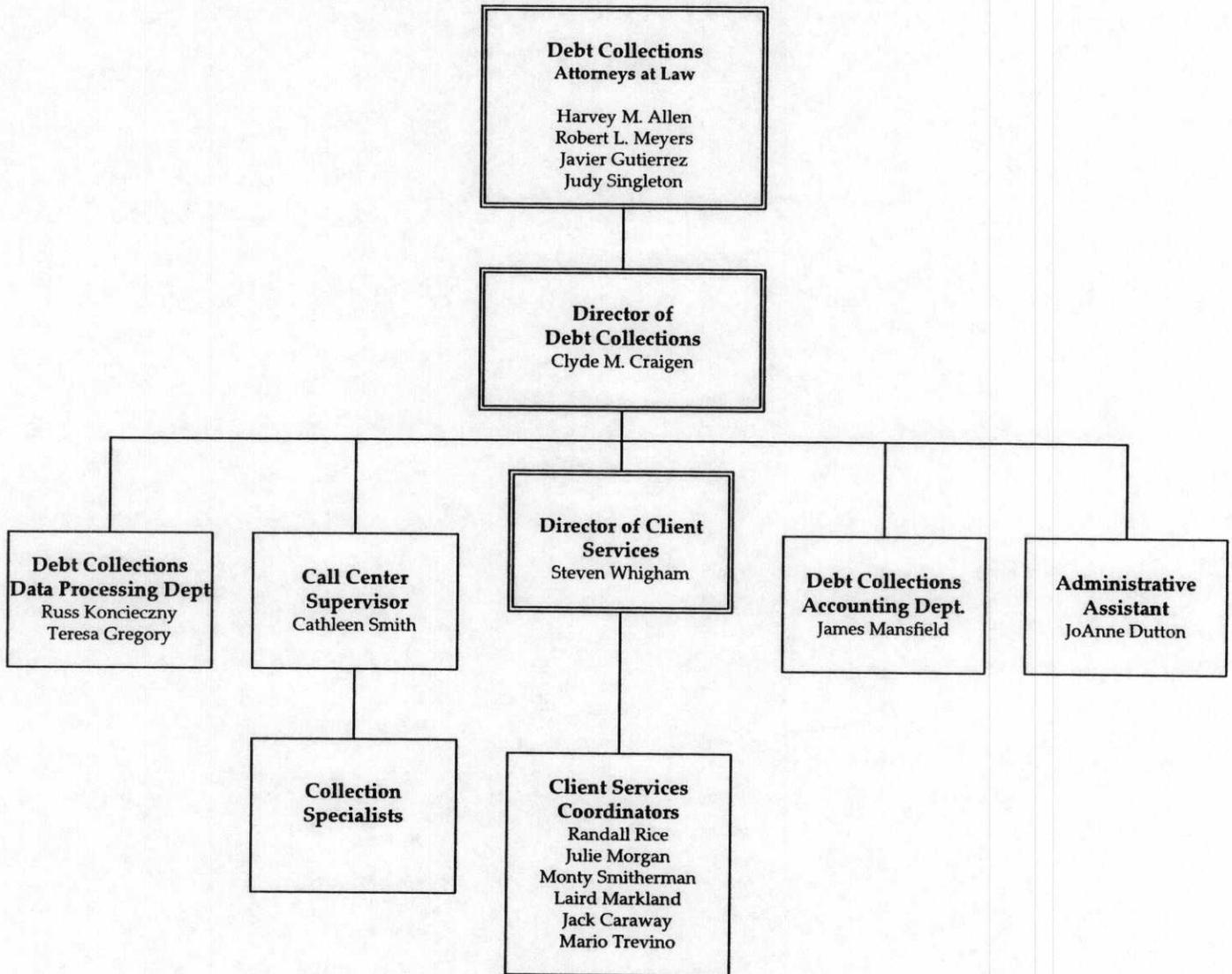
DEGREE OF COMPLIANCE

It is our intention to affirmatively respond to all requirements stated in the RFP. Accordingly, all services listed and the proposed contract in this proposal is in full accord with the specifications in the RFP.

The information contained in this proposal is a detailed description of our delinquent collection program. We have continually expanded and enhanced our collection program over the years as technological advancements have become available to us. The results have been outstanding.

PROJECT MANAGEMENT STRUCTURE

MVBA has twenty-five (25) employees that are directly committed to the collection of delinquent fines, fees, and accounts receivable. Of this number, ten (10) to fifteen (15) employees will be directly involved in the daily collection of the delinquent cases/accounts for the City. This staff is composed of a diverse and qualified group of men and women which includes bi-lingual speaking representatives; enabling our firm to effectively communicate to and collect funds from a varied population. The following is an MVBA Key Personnel flow chart and the Collection Management Team that will be responsible for the collection program:



COLLECTION MANAGEMENT TEAM

Harvey M. Allen, Attorney at Law, is the partner responsible for the Debt Collections practice. He has been a member of the Firm since 1981. Mr. Allen serves as a legal counsel and administers the Debt Collection Program. Mr. Allen is also a Certified Public Accountant.

Robert L. Meyers, Attorney at Law, is available to consult with County officials and staff regarding the status of the collection program. Mr. Meyers has over twenty years experience in collection law. He is a former Assistant City Attorney. He manages our Waco office.

Javier Gutierrez, Attorney at Law, is available to consult with County officials and staff regarding the status of the collection program. Mr. Gutierrez has over nine years experience in collection law.

Judy Singleton, Attorney at Law, is available to consult with County officials and staff regarding the status of the collection program. Ms. Singleton is a former Assistant DA and has over fourteen years experience in the practice of law. Ms. Singleton is also a Certified Public Accountant.

Clyde M. Craigen, Director of Debt Collections, has over thirty-five years experience with the Firm in managing collection accounts. Mr. Craigen directly manages the collection program.

Steve Whigham, Director of Client Services, has assisted clients in collection matters for over eighteen years. Mr. Whigham over sees the field services of the program and regularly visits with Judges, staffs of the courts and County officials to answer questions and monitor the progress of the collection program.

Randall Rice, Client Service Coordinator is a retired Air Force Officer with an MBA and has assisted clients in collection matters for over three years. As an on-site coordinator, Mr. Rice regularly visits with Judges, staffs of the courts and County officials to answer questions and monitor the progress of the collection program.

Julie Morgan, Client Service Coordinator, has fifteen years experience in receivables management services. Ms. Morgan regularly visits with Judges, staffs of the courts and County officials to answer questions and monitor the progress of the collection program.

Monty Smitherman, Client Service Coordinator has assisted clients in collection matters and property tax appeals for over three years. Mr. Smitherman regularly visits with Judges, staffs of the courts and County officials to answer questions and monitor the progress of the collection program.

Laird Markland, Client Service Coordinator has assisted clients in collection matters for over twenty-five years. Mr. Markland regularly visits with Judges, staffs of the courts and County officials to answer questions and monitor the progress of the collection program.

Mario Trevino, Client Service Coordinator, has four years experience in management services. Mr. Trevino regularly visits with Judges, staffs of the courts and County officials to answer questions and monitor the progress of the collection program.

Jack Caraway, Client Service Coordinator, has assisted clients in collection matters for over two years. Mr. Caraway is another arm of personal service that regularly visits client offices to answer questions and maintain the collection process.

Teresa Gregory, Data and Software Manager, coordinates, processes, and manages data files and provides MVBA computer support to clients. Ms. Gregory has over five years of experience in instruction and data file management.

Russ Konieczny, Data and Software Manager, coordinates, processes, and manages data files and provides MVBA computer support to clients. Mr. Konieczny has over five years experience in the file management and collections.

James Mansfield, Accounting Manager maintains all client funds in the MVBA Trust Account, posts payments to the collection system, and invoices clients for fees due the Firm. He also supervises the work of two associates.

Cathleen Smith, Collections Center Supervisor manages the call center staff in the communications with debtors and monitors collections by credit card and electronic draft. Ms. Smith has over five years experience in debt collections.

JoAnne Dutton, Administrative Assistant that coordinates the research of address and phone information and manages disputed cases. Ms. Dutton has over ten years experience in office administration.

MULTI-LINGUAL PERSONNEL

The following personnel are active in the daily operation of the collections program and are multi-lingual:

Javier Gutierrez, Attorney is fluent in English and Spanish.

Mario Trevino, Client Services Representative, is fluent in English and Spanish.

Cathleen Smith – Collections Center Supervisor is fluent in English, Spanish, Dutch, French & Papiamentu (Official language of Aruba).

Sydd Carabajal, Certified Collections Specialist is fluent in both English and Spanish.

Laura Cardenas, Certified Collections Specialist, is fluent in English and Spanish.

Lupita Delgado, Certified

Tammy Cancino, Collections Specialist, is fluent in English and Spanish.

PRICING

FINES AND FEES

The Legislature amended Article 103.0031, Code of Criminal Procedure that allows the imposition of a collection fee of thirty percent (30%) on all delinquent fines and fees. This collection fee is intended by the Legislature to offset the cost of retaining a firm to assist in the collection of delinquent fines and fees. However, a collection fee may only be charged against Unadjudicated Offenses that occurred subsequent to June 18, 2003, the effective date of the legislation, and Adjudicated Offenses regardless of the date of the offense. Our fee structure is designed to allow you to benefit from the collection fee that the Legislature has authorized. MVBA will provide legal services for the collection of delinquent fines and fees for the following amounts:

1. For those fines and fees resulting from Unadjudicated Offenses that occurred **before** June 18, 2003, there is no fee due MVBA on the amount of fines and fees collected on those cases in which the data files are transmitted to MVBA by electronic media.
2. For those fines and fees imposed against Unadjudicated Offenses that occurred **after** June 18, 2003, and Adjudicated Offenses regardless of the date of the offense, our fee is thirty percent (30%) of the amount of the Fines and Fees collected as provided by Article 103.0031 of the Code of Criminal Procedure.

MISCELLANEOUS ACCOUNTS RECEIVABLE

MVBA compensation for providing professional services for representation in the collection of

- Delinquent Emergency Medical Services
- Delinquent Utility Bills
- Delinquent Miscellaneous Accounts Receivable

and any other Miscellaneous Accounts Receivable is fifteen percent (15%) of the amount collected by the City on those accounts in which the data files are transmitted to MVBA by electronic media.

PAYMENT OF FEES

MVBA sends to the Court/City once a month an invoice detailing the docket/account number, name of defendant/debtor, amount paid to MVBA or Court/City office, MVBA fee percentage and fees earned for each case.

The fees due MVBA would be paid on a monthly basis according to the invoice detailing the docket/account number, name of defendant/debtor, amount paid to MVBA or Court/City office, MVBA fee percentage and fees earned for each case, in direct relationship to the quality of performance. All costs incurred for data processing activities, debtor notification, address research, telephone calls, and credit card services will be paid by the Firm. (See Exhibits)

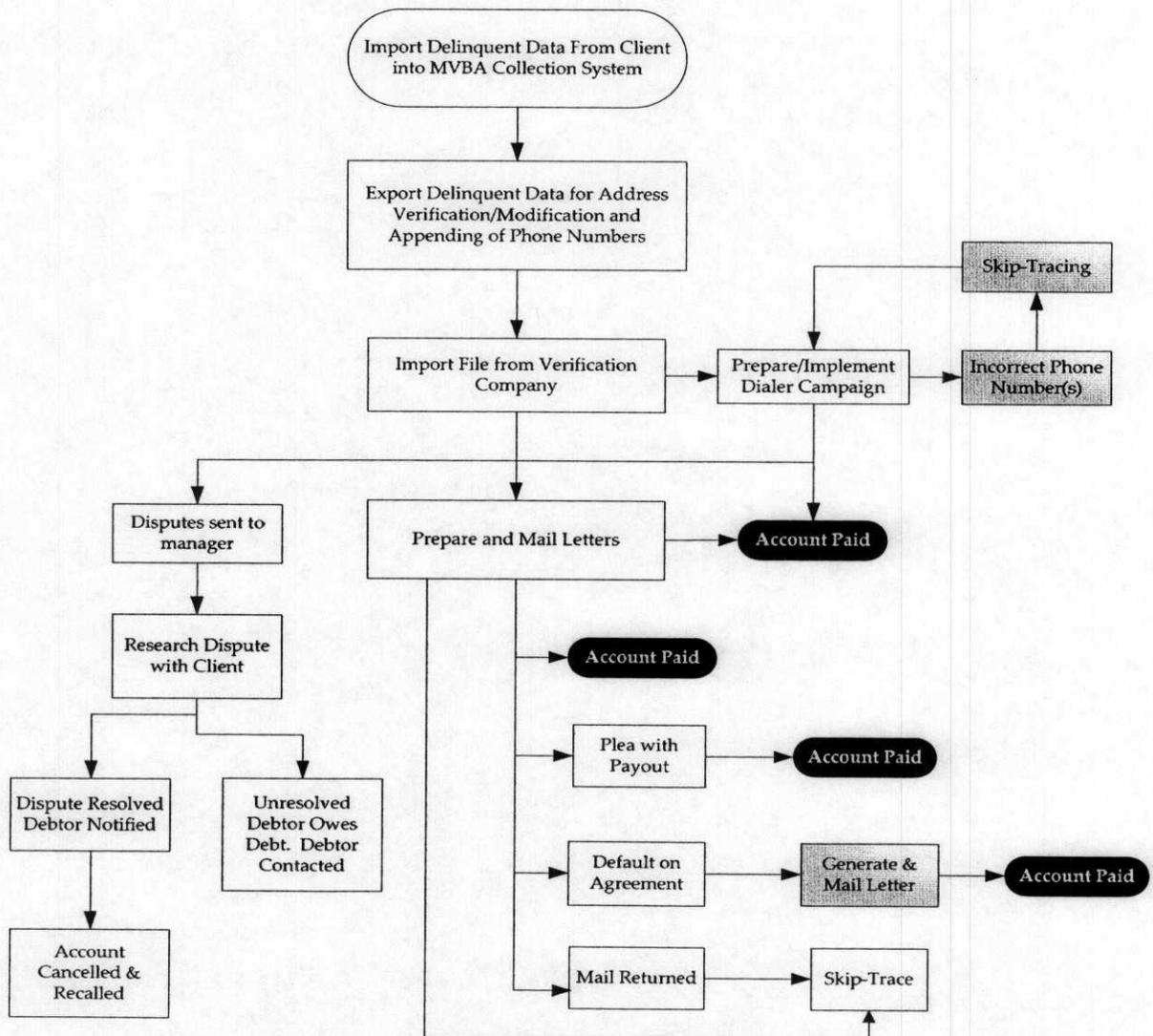
Once a case is referred to MVBA for collection, MVBA shall receive the contractual collection fee if payment is received on the case/account. If the debtor is indigent and the fine, fee or receivable is charged off or satisfied by community service, MVBA will not receive a fee on the case. The MVBA fee is paid only if the client receives payment.

TECHNICAL WORK PLAN

COLLECTION METHODOLOGY

The following information provides the collection methodology of McCreary, Veselka, Bragg & Allen, P.C. for past due and delinquent EMS and Utility accounts and for past due and delinquent Municipal Court cases.

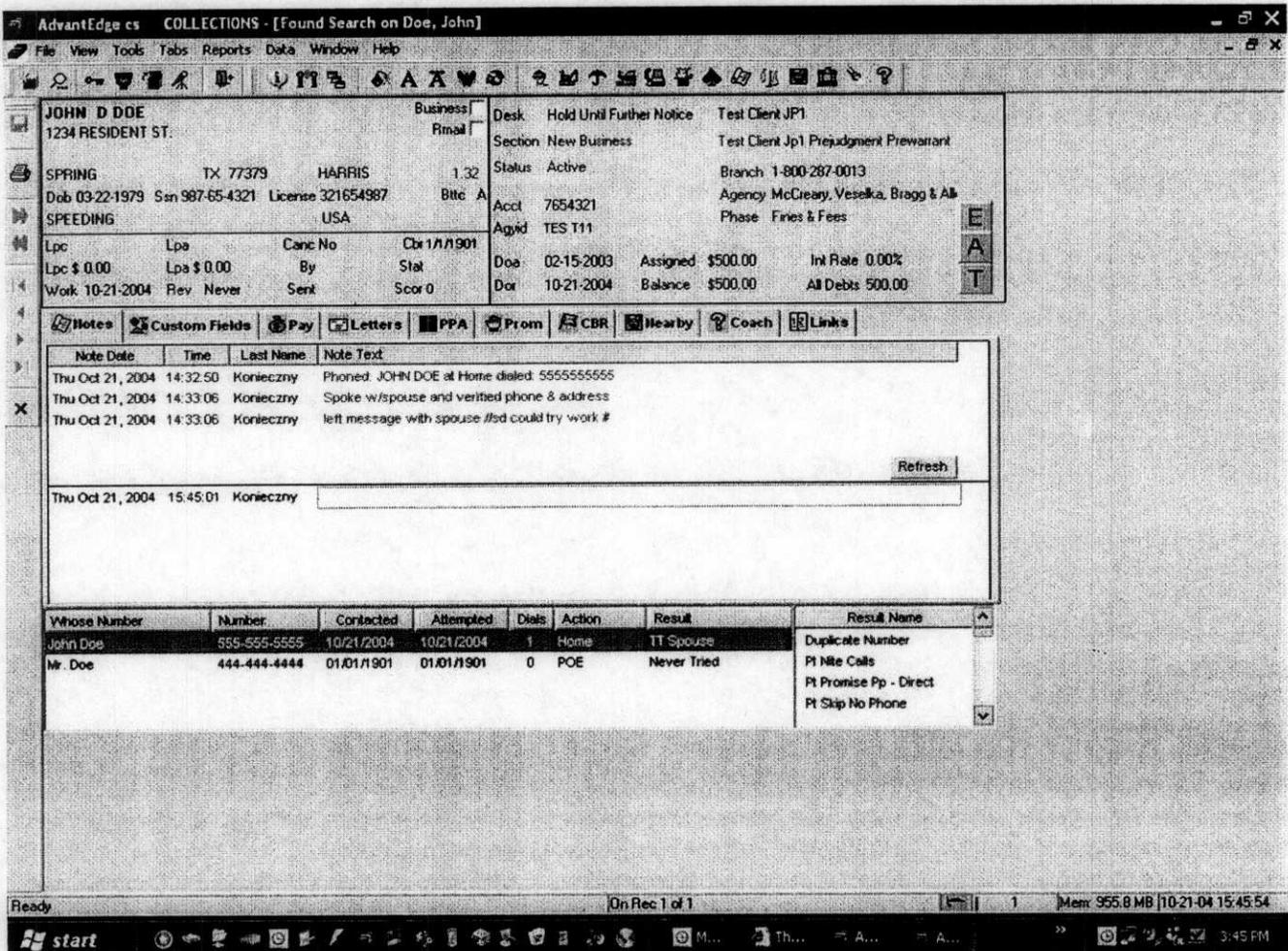
Collection Program Flowchart



McCreary Veselka Bragg & Allen adheres to the following collection plan:

1. Specially designed programs provide the efficient import of data electronically from any file format. Data is loaded into our system the day it is received. It is then verified and compared with the data received thereby reducing the opportunity for error at the very beginning of the process. A complete inventory of cases/accounts received is returned to the client for approval. Upon client approval of the "Inventory Report," letters are generated and mailed by **MVBA's** mail room within 24 hours.
2. **MVBA** electronically exports the data through the Accumail program to verify the validity of the addresses received from the client's office. The data is then exported to one of our National Change of Address (NCOA) and skip trace partners to further verify and update the addresses on file. This data is examined for new or more deliverable addresses. The process provides vital information such as phone numbers, dates of birth, and much more which is used to further facilitate the collection process. The updated data is imported back into our system within an hour.
3. A client may have special circumstances or conditions that require special handling of cases/accounts by our Collection Specialists; therefore, each client is reviewed with the Specialists prior to receiving or initiating phone calls. Once this is completed, the cases/accounts are placed in the call queue and phone calls to these debtors are activated. Phone contact takes place within 48 hours after the letters are mailed. Specialists also answer inquiry calls and process payments.
4. Outbound telephone call campaigns through a predictive dialer are initiated to provide a positive incentive to the debtor to make payment on the delinquent case/account. Some of the features of the predictive dialer include:
 - **Seamless Predictive Dialing** or sequential Preview or Power Dialing increases Specialists' productivity up to 400% over manual dialing by allowing Specialists to speak with live contacts virtually continuously.
 - **Call Recording, Monitoring, Coaching and Conferencing and Text Messaging** lets Collection Specialists and the management team know what is happening in real-time and records and archives efficiently for future use and training.
 - **PC Based Telephony** puts phone functions on the computer screen allowing for greatest flexibility.
 - **Call Transfer** allows Collection Specialists to easily transfer calls and the screen pop to any other Specialists logged onto the system, to any IVR script or campaign.
 - **Call and Agent Reporting** provides real-time reports by Specialists and/or campaign using industry standard Crystal Reports so adjustments and enhancements can be made.
 - **Multiple Simultaneous Campaigns** means several outbound and/or inbound campaigns can run together to maximize the strengths of the Collection Specialists and optimize the line usage.
 - **Database Integration** allows use of your existing ODBC database and all of its information.
 - **Administrator Features** provide the ability to set up Specialists logins and security rights, campaign management, dial file management, off-line reporting, and more.
 - **Real-Time Collection Software Updates** allow for immediate cancellation of paid cases out of the dialer and prevents those embarrassing phone calls to a debtor that just paid the case.

- **Immediate Screen Pop** provides debtor name, address, phone number, and collection account information when contact is made. This allows the Collection Specialists to promptly begin the collection process.
 - **Unattended Call Campaign** allows our computer system to leave messages on answering machines requesting a return phone call. Collection Specialists are able to focus on the task at hand of communicating the urgency of payment with the debtors so otherwise lost revenue may be recouped for our clients.
5. Our collection software provides the Collection Specialists with all the pertinent data on one screen for efficient reference. A sample screen shot of our collection system is provided for your reference.



6. Once a contact has been made with a debtor, Collection Specialists verify the name, address, telephone number and relevant information regarding the account. Any changes that need to be made are done at this time. The Specialists then follow a talk off which asks the debtor to make immediate payment in full and directs the debtor to the appropriate City department. The Specialists are trained to listen, be persuasive, courteous, and be empathetic for the debtor. This approach is very effective in collecting delinquent accounts.

7. Cases/accounts are placed in various sections for quick retrieval and follow-up by the Specialist. For example: A debtor who states that a money order or cashier's check is being mailed is placed into a "Hot" section for quick follow up. The "Night Call" section tracks debtors deemed to be more reachable in the evening hours.
8. Close contact with a debtor improves the opportunity to collect. **MVBA's** Interactive Voice Response System initiates unattended calls to remind debtors of payments and request that a phone call be made to our office during normal business hours of Monday through Friday 8:00 a.m. until 8:00 p.m. The messages are digitally enhanced for the best possible voice quality available.
9. One of the following will occur when a contact cannot be made:
 - Answering machine: The Specialist leaves a message requesting a return phone call regarding a legal matter. The case is coded as leaving a message and a dated call back reminder is entered into the system.
 - No answer: The Specialists codes the case as no answer and a dated call back reminder is entered into the system.
 - Busy: The Call Center System automatically calls this number back within set intervals designed by MVBA. The case is coded as being busy.
 - Disconnected Number: The phone number is coded as disconnected. If another number is available, the next number will be called. In the event no number exists, the case/account is forwarded to skip tracing for further research.
 - Wrong Number: The phone number is coded as being a wrong number and the next number is tried. If no number is available, the case is sent to skip tracing for further research.
10. The mailroom processes returned mail as phone contacts are being made. These cases are coded as undeliverable in the system and then forwarded to skip tracing for further research.
11. Skip tracing is an integral part of our collection process. We take the unreachable case and begin manually researching the debtor in question. New data is entered into the system within 48 hours of a debtor being located and a letter is produced for mailing. A Collection Specialist is given the information to contact the debtor.
12. Personnel's training is a key component of our collection program. Collection Specialists are required to maintain a working knowledge of the Fair Debt Collections Practice Act (FDCPA), State law compliance; effective telephone techniques and client case management. Our management team facilitates this training to provide the highest level of competency and consistency possible for clients. The following is an example of training classes provided to collectors:
 - Professional Phone Collections Techniques
 - Promises that Pay

- Effective Leadership
- Collection Software
- Money Gram Collections
- Effective Skip Tracing Techniques
- ACH Rules
- Dispute Resolution
- Talk off responses

13. Internal review and productivity goals are another facet of our program. MVBA's floor supervisor routinely audits Specialist's accounts to ensure proper procedures are being followed and that the debtor is being treated fairly. Should a Collection Specialist not follow MVBA's collection methodology, the Specialist is immediately re-trained and coached on becoming compliant with our collection approach. Collection goals are set for each Specialist. This allows the management team to evaluate collection results and the effectiveness of each Specialist. Once again, a Specialist that is not performing satisfactorily is immediately coached and re-trained on effective collection techniques.

This work plan is the basis for the MVBA collection program. Fines and Fees collections follows the plan closely, however there are other steps involved in the collection of past due and delinquent utility bills and EMS bills.

Utility Bills

These accounts require varying degrees of research. The information about the debtor is often times limited and out of date. Additionally, there is the possibility that these accounts must be made ready for potential litigation and reporting to a credit bureau. Disputes by the debtor must be handled in a timely manner and in accordance FDCPA and other state and federal laws.

EMS

These accounts require some special attention. There are HIPPA, Medicare and insurance issues to carefully consider. In addition to the work plan above, the items being collected are carefully examined to ensure the information provided is the appropriate type. Careful attention must be paid to the possibility that the account is subject to the Medicare restrictions and thus no longer billable. There are times when the accounts have not been properly submitted to the insurance carrier, thus requiring follow-up with the patient to gather more information to in an effort to bill the insurance company. The confidentiality of the information in these medical accounts is a high priority of MVBA.

SYSTEM CONCEPT AND SOLUTION

MVBA understands that the City of College Station Fire/Emergency Medical Services and the City of College Station Water Utility Billing Services will refer for collection the past due or delinquent accounts and the City of College Station Municipal Court will refer past due fines, fees and court costs from Class 'C' Misdemeanor and Parking violations. MVBA will begin work immediately once the City has exhausted all reasonable and prudent efforts to collect the past due and delinquent cases/accounts and refers them for collection in an attempt to collect and/or resolve the accounts and cases. All collection efforts either in writing or by telephone along with any other collection related activities will strictly comply, where applicable, with the Consumer Credit Protection Act, Texas Debt Collection Act, Fair Debt Collections Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Driver's Privacy Protection Act (DPPA), Health Insurance Portability and Accountability Act (HIPPA), and all other state and federal laws relating to debt collection. Additionally, MVBA is bonded and insured as required by the City of College Station and specified in the Invitation to Bid (see exhibits). MVBA assumes all responsibility for the action and methods employed by our staff to collect the past due and delinquent accounts and cases. MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this proposal. Additionally, MVBA shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages causes of action, suits, an liability of attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the MVBA under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. Once the City has referred cases/accounts for collection MVBA will begin the collection process. The collection program will be managed and executed by staff employed by MVBA. The only responsibilities for the City staff in the collection process will be the transferring of data and the receipting of money.

TECHNICAL CAPABILITIES

RECEIPT OF DELINQUENT DATA

MVBA works with clients to establish efficient and easy to use procedures for transferring case data from the client's computer. MVBA has the capability to receive data through a secure connection over the internet on our FTP site in various formats. The City staff can utilize this FTP site to transfer cases/accounts for collection which are more than sixty (60) days delinquent and accounts receivable on the date of delinquency.

COMPUTER SERVICES

MVBA has the most advanced hardware and software available for use in a Debt Collection Program. Dell Inc. servers and PCs using Microsoft Windows XP Professional Operating System provide the open architecture that is compatible with the City's software vendor. MVBA uses a national debt collection software package that has been customized to MVBA specifications to receive; data mine, process, and disseminate the information provided by clients in a variety of letters, reports, legal proceedings, and electronic medium.

Our computer resources enhance communications with clients through the Internet or modem. The preferable delivery method for data transfer is email or FTP. MVBA's secure network allows each client to send and receive information, as they desire. MVBA will have *read-only* access to the data the client specifies. MVBA handles the ongoing transfer of data without adding to the work load of client's staff.

Software: AdvantEdge is an advanced Collection Management System developed from today's standards in Information Technology. It delivers powerful features and functions standard in a true windows environment.

One of the most difficult tasks of a collection agency is managing inventory, however inventory management is one of the most important parts of being truly successful and consistently competitive.

AdvantEdge includes an intuitive, easy-to-use GUI interface that allows you to perform cross queries by client/product/date received ranges/pay date ranges/work date ranges/good & bad addresses/best time to contact ranges/balance ranges/collector queues/etc. Once the City criteria are isolated, we can then move/export/ document /etc the City accounts, managing the City inventory. The Accelerated Data Systems Collection System provides the flexibility necessary to best serve our government client base. Data security is maintained by defining what features employees see and how they use them. The user defines how long an account is active, how often each is contacted, how and when they must pay, and when they are purged are user defined. Client billing, payment, and reporting cycles are established on a client-by-client basis.

Predictive Dialer: Through the Touch Star Software, a comprehensive dialer system our operators can process up to 200 accounts per shift. The dialer alone can be configured to call up to 8000 accounts per shift leaving messages, relaying operator intercepts, busy signals to retry, and marking notes accordingly on each account in MVBA's Collection Software. Our system screens out busy signals, no answers, operator responses, and updates/queues the accounts for callbacks later the same day. It can also detect an answering machine and leave a prepared script (such as a reinstatement offer) or schedule the account for callback later the same day or evening. It anticipates how long an operator will be on each call, and has the next debtor on the line when the call is completed. Unlike telemarketing firms, algorithms are utilized so that the outbound dialing speed is automatically adjusted to be sure there are no "dead zones" when the called party answers, thereby eliminates hang-ups and increases productive contacts.

One of the most productive aspects of our dialer architecture is that the system is co-resident with Accelerated Data Systems. Every collector is connected to the dialer through our collection system. This seamless integration overcomes the traditional problems associated with a stand alone dialer that limits the number of collectors available for any given campaign which means that collectors must leave their collection terminals to use the dialer. It also eliminates the additional training necessary, because collectors and dialer staff utilize of one.

Real-time Changes and Status Reports: We have the ability to make changes to accounts immediately as well as view current status reports. This provides the opportunity to maintain accurate records as well as alerts us to needed changes to the collection program. For example, when an account is paid online or we are notified by the City that an account has been paid, the account is immediately updated and removed from collection activity, including a dialer campaign.

IT Staff: MVBA has 2 full-time network administrators, 4 data information managers and 4 programmers on staff as well as our collection software vendor to analyze and implement enhancements to our collection program.

ADDRESS RESEARCH AND SKIP TRACING PROCEDURES

Address Research

- Cases/accounts may be delinquent because the address of the debtor is not current. A successful debt collection program requires an exhaustive address research effort. Many delinquent cases/accounts are collected when proper attention is given to finding the correct address of a debtor.
- Upon receipt of a file of delinquent cases/accounts, MVBA processes the names of debtors through various electronic data research programs to obtain the latest address information. Some of the resources used include Experian, Insight Collect, LexisNexis (Accurint), NCOA, Accumail and Acolloid.
- A case with an incorrect address is identified on our computer record so that it will receive special attention.
- Through the use of these sources of information, MVBA is very successful in locating the correct addresses of debtors and obtaining payment. Skip tracing is initiated on returned notices using licensed Internet Search Engines to obtain Social Security Numbers, Drivers License Numbers, phone numbers, and other such information to locate people.

Skip tracing

Skip tracing is one of the most important tools used to ensure successful recoveries. Accounts are worked through an automated skip trace "waterfall" process. In the waterfall process, accounts flow through a progressive series of pre-qualified steps to determine the best address and phone number to contact the debtor.

We are very proud of our skip trace capabilities for a number of reasons. All new information is immediately "attached" to the account via a "back screen." Our collectors have a "hot key" so that all skip trace updates are just a keystroke away. Information updates include:

- The actual address and owner for each phone number supplied to us by the City
- Telephone numbers and owners associated with each address
- Names, addresses, and phone numbers for nearby residents
- Names, addresses, and phone numbers for "surname" matches by region

MVBA's range of skip tracing activity includes, but is not limited to the following information sources:

- Neighbors from current and past addresses
- Directory assistance
- Telephone directory - surname search
- Credit Bureau Reports
- National Change of Address data base (NCOA)
- Debtor's current or previous employers
- Department of Motor Vehicles (if applicable)
- CD ROM information
- Experian
- LexisNexis(Accurint)
- Accumail
- Acolloid
- Choice Point

DEBTOR NOTIFICATION

WRITTEN NOTIFICATION

McCreary, Veselka, Bragg & Allen, P. C. utilizes several types of letters in the process of collecting delinquent fines, fees and accounts receivable. MVBA's ability to produce both large and specialized mailings as well as manage the delinquent account data is unsurpassed. The mailing of letters follows a proposed work calendar, which is developed in consultation with each client. All letters are duplexed in English and Spanish; provide the debtor with the nature; location and date of the offense/delinquency; the amount due, a telephone contact number, the address to which payments should be directed and the accounts receivable letters are in compliance with the Fair Debt Collection Practices Act. Debtors can contact our office 8 a.m. to 8 p.m. Monday thru Friday. MVBA software provides the capability to sort together all cases that have the same debtor name and address prior to mailing of the letters.

Experience has proven that through the use of specific letters and phone calls to debtors, substantial payments will be made. The number of letters and phone calls will be based on the case/account status when received by MVBA, and the actions necessary to collect the debt (see collection program flow chart). Please review copies of letters in the Exhibits Section of this proposal.

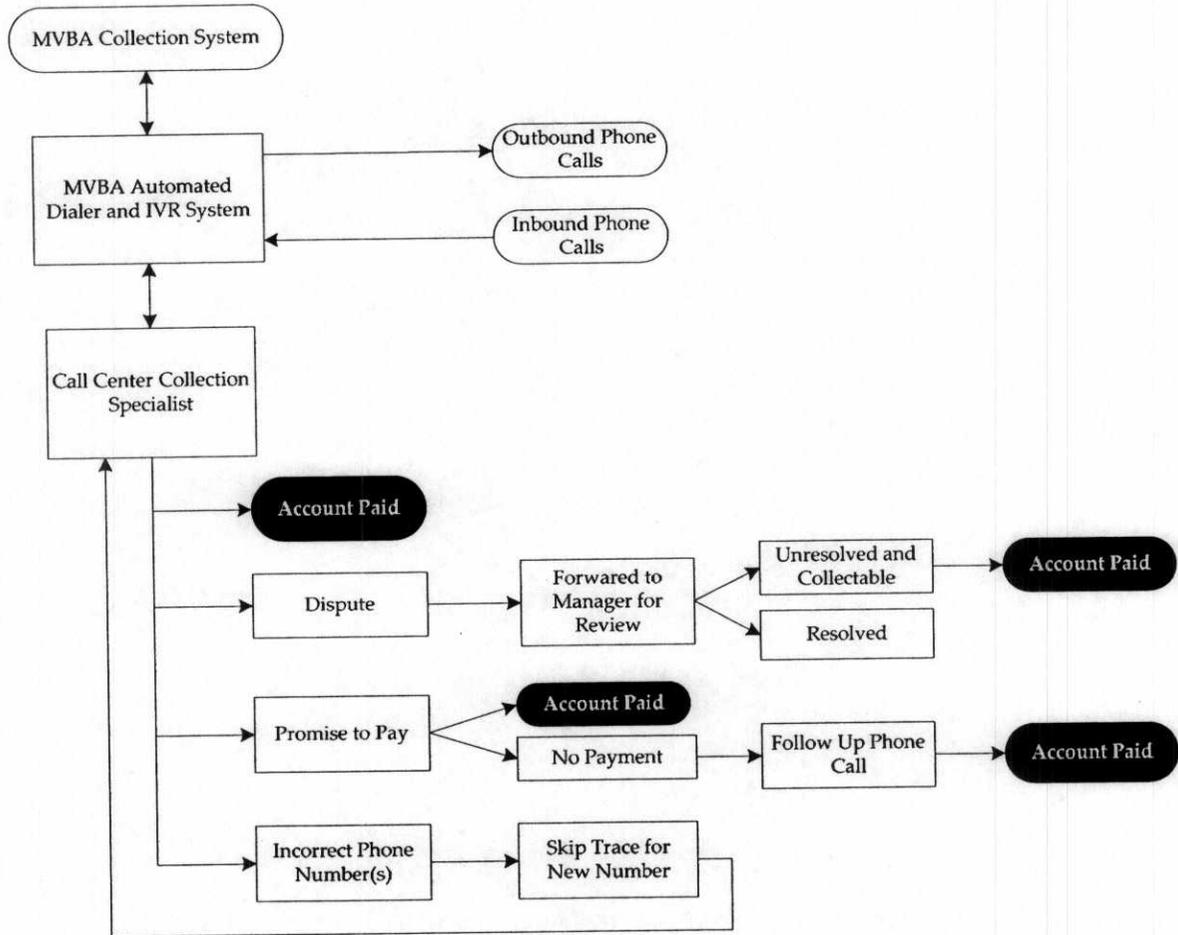
TELEPHONE NOTIFICATION

An integral part of MVBA's Debt Collection Program is the computerized Call Center that is staffed with Collection Specialists. As important as it is to contact debtors by letter, it is equally vital to make direct personal contact. This is achieved by the Collection Specialists at the MVBA Call Center. Trained Specialists provide routine telephone contact with each debtor to emphasize the necessity of making immediate payment of the fine and fee that is owed. Each Specialist has access to the delinquent data from clients and, in many instances, is able to answer questions or provide information to the debtor that will result in payment of the debt. Collection Specialists limit their phone contacts to the hours between 8:00 a.m. and 8:00 p.m., Monday through Friday, and are trained in courteous, yet persuasive collection techniques with the debtor.

The MVBA Call Center also allows the debtor to call us. Each written notification from MVBA to the debtor provides a toll-free telephone number. Debtors can contact the Call Center at no expense to get additional information concerning their debt or explain their circumstances that may impact the collection of their debt.

Copies of the collection letters and the telephone scripts used by MVBA will be made available to the City staff for inspection and approval.

Fines and Fees Call Center Flowchart



RESPONDING TO DEBTOR INQUIRIES

Letters always result in numerous phone calls from debtors. MVBA provides a toll free number for the debtors use. MVBA staff members will answer debtor telephone calls and respond to the most common questions and concerns. Attorneys are available to speak with any debtor who has a question beyond the experience or knowledge level of our professional staff.

Debtors who do not speak or understand the English language will be assisted by a staff member who is fluent in the Spanish language. Persons who indicate they are indigent will be referred to the Court for community service options.

Debtor disputes shall abide by the policy of your court/office. MVBA provides debtors with the Firm's address and toll-free phone number enabling them to contact us to discuss the notice or make payment. The debtor is asked to provide proof when they state that they have paid or made restitution for an offense. Files are noted with a "dispute status" and the debtor is given an opportunity to provide the information. The Firm has no authority to charge off or forgive a debt. Should the City remove the balance due from the case/account, the information is posted to the computer file. There are no fees due MVBA on cases/accounts where money has not been collected. Some debtors may be referred to the City for case/account resolution.

While administering an effective aggressive collection program, the Firm's philosophy is predicated on ensuring that each debtor is treated with courtesy and respect. Every call and letter will be answered. All help and assistance, short of legal advice, will be provided to the debtor. Collections are the major goal of our efforts, but good relations with the debtors are essential to enhancing your collections and creating a spirit of mutual respect and cooperation between the debtor and the City.

COMPLAINT RESOLUTION

MVBA understands that exceptional service applies to the debtor as much as it applies to the City.

In the rare instance that a complaint is received regarding our collection activity, MVBA will immediately suspend all collection activity and present the account to management for review. The complaint will be appropriately logged and entered into our Professional Practice Management System (PPMS). The pertinent activity reports, letters, and collector notes will also be attached to the database log as part of the City complaint file. Senior Management is responsible for any complaint received, whether such complaint is valid or not, and will follow through with the City to assure that the matter is resolved to both the City's and the debtor's satisfaction, using both written and verbal communications.

MVBA's standard procedures rate a complaint as follows:

- Highly Sensitive Allegation
- Potentially Sensitive Allegation
- No Violation
-

Upon receipt of a complaint, MVBA proceeds in the following manner:

1. The complaint is logged into our system and the floor supervisor is notified of the concern.
2. The supervisor flags and removes the debtor's account from the Collection Specialist's queue and all collection activity is ceased. The account transferred to the Account Manager, who notifies the

City. The collector's Unit Manager will interview the collector involved and review the complete history of the collection activity. The account is then rated and a resolution is determined and implemented.

3. Activity will be resumed on the account only upon instruction by the City.

Complaints will be categorized as to their nature and severity, as follows:

Type One: Complaints regarding collection approach and demeanor, such as rude behavior, and allegations of incompetence. A Type One Log is maintained and available for daily review. The database log is reviewed in the weekly Quality Management Meetings between our Quality Management Team and our senior management.

Type Two: Complaints of harassment, intimidation, or heavy /handed treatment of debtors, or the observance of such behavior will be reviewed by the City Unit Manager immediately.

Type Three: Any complaint that appears to be a violation of any State or Federal law or regulations, such as the FDCPA, Privacy Act, Fair Credit Reporting Act, etc. is logged. Collector notes, activity, and correspondence are placed in a Type Three Report, and the allegation is reported *IMMEDIATELY* to the City along with the Report.

We view these standard MVBA quality control procedures as a tremendous advantage in the handling of the complaint process. Strong interaction between our organizations helps to maintain the highest possible level of client service for the City, as well as the quality of our approach to the specialized handling of any sensitive the City concerns. We always stress the importance of handling any allegation immediately, and we believe these measures expedite the process and enable us to resolve any situation judiciously and quickly.

CLIENT ACCESS (ON-LINE AUDIT)

Each department will be provided secure electronic "real time" access in a read only format to their files via www.mvbalaw.com. Users are assigned a log in and password to access and monitor collection activity and the latest information posted to their file including all notes, digital copies of all correspondence sent to each debtor and recorded conversations with the debtors.

DEBTOR/DEFENDANT PAYMENT OPTIONS

- MVBA notifies defendants by letter and phone call to pay the amount due directly to the Court/City office by cashier's check or money order.
- MVBA forwards the next business day all checks made payable to the Court/City but mailed to our office.
- The Firm deposits into a Trust Account all checks made payable to MVBA, notifies the Court daily, and sends the Court an MVBA check for all payments by defendants/debtors with a detail statement on cases within five (5) days of receipt.

COLLECTION ACTIVITY REPORTS

- McCreary, Veselka, Bragg & Allen, P. C. visits and communicates with your office staff frequently. We are also a phone call or email away and can provide an on-site Firm representative when needed.
- MVBA attorneys and client service coordinators meet with the appropriate officials and staff members regularly to review the work performed and results obtained, apprise you of our activities, answer questions, and allow for input and direction to the Firm.
- MVBA provides the City with multiple reports to monitor the progress of the collections program. Our software offers you the ability to customize reports. The following is a list of some of these reports:

Client Inventory Report (Acknowledgment Report) verifies the case data received from the Court/Office prior to processing.

Client Activity Report (Status Report) provides a summary of the activities produced on each client by month. **This report will be provided to Fire/EMS, Utility Billing and the Municipal Court each month when an invoice for services is presented for payment.**

Close and Return Report (Cancellation Report) provides a list of cases/accounts which are cancelled/recalled from collections for reasons other than payment.

Transaction History Report provides detail information on the number and amount of transactions. This report can be faxed or emailed daily.

Invoice provides a detailed list of all cases/accounts paid in full to the Court or appropriate City office and MVBA.

Please review sample copies of these reports in the Exhibit Section of this proposal.

LEGAL SERVICES

Unlike a debt collection company that only sends delinquent notices and *cannot* take legal action, **MVBA is a Law Firm**. We have the knowledge and experience to take the legal action necessary to recover the clients' receivables which include debt owed by persons who file bankruptcy. MVBA electronically files claims and monitors the progress of all bankruptcies. The Firm's attorneys are fully licensed in all the Federal Courts. We provide legal advice to clients, as part of our fee, on the collection of delinquent fines, fees and accounts receivables. MVBA provides clients with information updates on litigation, attorney general opinions and legislation concerning all aspects of debt collection.

LETTER PROCESSING

PRINT CAPABILITIES

MVBA utilizes an OCE 2110 Series printer that prints 6000 per hour to produce our letters.

PROCESSING CAPABILITIES

The mailing department is equipped with a Pitney Bowes Insertamax capable of processing an average of 5000 letters per hour. The Insertamax is a fully automated system that folds, inserts, seals, and prints postal barcodes for reduced rates. This mailing machinery sorts letters by single or multiple debtor accounts and can batch several documents into a single envelope.

MVBA's mailing department is comprised of knowledgeable staff capable of operating a variety of efficient high-tech machinery. This department is managed by the Firm's equipment supervisor of eight years.

SECURITY

Security is an important focus at MVBA and is part of our core culture, whether physical, network, or data security.

MVBA considers security to be an important part of the daily management of client's accounts; therefore, only select administrative personnel have security clearance to make changes to a debtor's account or to import a client's file. These individuals establish security levels for each employee which access our computer system on a need to know basis. Our computer system generates an audit trail of changes and notes made to an account from the moment we receive your imported files and no individual can manipulate this audit trail.

Physical Security

MVBA places a high priority in securing the physical location in Austin, Texas. There is only one door which the public may enter and each visitor must register with the receptionist and wear a "Visitor" badge at all times. All other entrances to the office require a pass code; these codes are changed periodically to maintain a secure facility. Video surveillance is also used to record all entries into the Firm's office. Access to network administrators and the computer room require a pass code and after hours access is only by pass code and a physical key. MVBA archives our servers and databases to computer tapes each evening and stores the tapes at an off-site secure facility.

The integrity of hard copy files cannot be overlooked. Many times hard copy information displays content deemed to be confidential in nature; therefore, employees are trained to discard this information in secure receptacles and shredded by MVBA's bonded on-site shredding company.

Network/Data Security

Leading firewall and virus protection technology is deployed to protect our computer network and systems from potential intruders and viruses. Our network administrators use specialized software to constantly monitor the traffic patterns to and from the network to insure the integrity of the system.

All computer system admission is protected by a multiple password scheme. When connecting to the system from outside of MVBA, a password is required to get to normal user log-on. Therefore, an outsider would not know what type of system he/she is trying to access without first knowing the system password. Once access to the system has been granted, the user must then enter a user name/password to actually access system resources. This combination is unique to each user, and identifies to the collection system what capabilities that particular user is allowed to have. The system is designed to allow clients access and monitor only their own accounts.

All routers and firewalls are upgraded regularly and all data is 128 bit encrypted; however encryption is only one tier in MVBA's approach to a multi-tiered security solution. Security is not just about protecting our network from outside threats; it is also about protecting from threats from within. The weakest link in any Information Technology security chain is the human element. In order to maintain a genuine security culture everyone in the organization from top to bottom must be informed and motivated about information security. The first step in internal security is awareness. All our employees are aware and trained to recognize and protect against potential threats. Education and awareness empowers each employee with the knowledge of his/her role in protecting our organization's network, which facilitates the mitigation of risk.

MVBA's Acceptable Use Policy (AUP) is a key element of our training for each employee. Our AUP covers Email Usage, Privacy, Passwords, Laptops, Client Data, and Containment (no collector is permitted to work from home, or remove transportable storage devices such as CD-ROM, USB key, or floppy from the facility, or to transfer data from work to home). No personal files (such as MP3s) are permitted on MVBA's network.

Workforce training is not a single event. Security awareness requires commitment to a continuous program of employee communications and training. Properly trained employees are a core component of any enterprise security program. Training includes:

- 1) MVBA policy and procedure documents regarding computer usage, especially regarding Internet and email limitations are a prime element of employee training and reinforced periodically for all employees.
- 2) We also teach employees "best practices" when using the Internet or email (for example not opening attachments from unknown senders and keeping passwords private). Other information security issues such as spam, the dangers of accidentally downloading spy ware, and phishing expeditions are covered. Unless employees are 100% certain that a communication is legitimate, they assume it is not. In addition to Internet security training and regular briefings, memos are distributed companywide when new threats arise alerting all staff as to the threat, how to identify it, and what to do if it is encountered.
- 3) All employee computers and laptops are equipped with the latest security tools, and require two levels of passwords for access. Each employee is educated as to the application and use of each of the tools available, and the computer system constantly scans for viruses. No individual may gain access to our system via an insecure Internet connection.

4) MVBA makes sure all employees are aware of the risks associated with internal breaches of security. All staff members are constantly reminded of the importance of reporting unusual or potentially harmful activity amongst other employees.

Our layered, multi-tiered approach to security provides both MVBA and our clients with maximized security solutions that enhance our client's confidence in MVBA.

DISASTER RECOVERY

At MVBA, we recognize that there is a big difference between a backup plan and a recovery plan.

Our recovery plan does not deal solely with disaster recovery. We also have procedures in place for common data loss, such as an employee deleting the wrong file, or a missing email.

In order to do a Business Impact Assessment (BIA) our Information Technology staff interviewed each department head to determine what data they need to continue their work, why they need it, and what they would do if that data were lost, quantifying the dollars and man-hours such a loss would entail. We then ranked the data and made backup decisions based on that rank. Once completed, we went through and tested various recovery scenarios and assigned values to different types of data (email is more important than 5 year old Word documents that are backed up off-site, just as the last 6 months email is more important than email from three years ago). Email is a critical recovery priority, along with debtor information, payment histories, partial payment contracts, collector notes, skip-trace data, remittance data and inventory data.

All recovery efforts are accomplished through software and our Information Technology Department. Our Recovery procedures and systems are tested on a regular basis. In the event, a third party vendor is needed to help facilitate recovery efforts; this vendor will sign a Non-Disclosure Agreement.

All switch and router settings, passwords, and device baseline information is all stored off-site. All servers, firewalls, and routers are upgraded on a regular basis by our Information Technology Department.

Software procedures back up hard drive sectors instead of simply copying individual files. This allows our IT administrators to make exact copies of the disks for faster restoration to a "bare metal" system if necessary.

Our disaster recovery measures reflect the realities of our geographic location. Unlike regions such as California, Austin, Texas is not subject to earthquakes, floods, forest fires, landslides, mudslides, or shoreline impact hurricanes. In the event of a power failure, our computer and phone systems are backed up by uninterruptible power supplies.

All of our Direct Access Storage Devices (DASD) are redundant. We maintain a complete backup of live data. In addition, we do a complete backup nightly, to DDS-4 data cartridges. The daily tapes are archived for 3 weeks, the weekly tapes are archived for a month, and the monthly tapes are archived for a year. All data storage is vaulted off-site.

Confidential – High Level Recover Plan Summary

Objective: To provide the resumption of business operations within 24 hours of a disaster.

Plan 1 - A disaster that causes damage to phone service or office space but does not wipe out or eliminate access to data.

Plan 2 - A disaster that totally prevents operation of our current collection operations center in Austin, Texas.

Emergency Management Team:

- Harvey M. Allen, President
- D. Bryant Smith, Director of Operations
- Dwayne Price, Director of Network Administration
- Mark Hahn, Assistant Director of Network Administration
- Clyde M. Craigen, Director of Debt Collections
- Steve Whigham, Director of Client Services

Plan 1

- a) The Director of Operations will evaluate the situation and immediately begin coordination with other Emergency Management Team members via cell phone if necessary.
- b) If the phone lines to our call center or out of service, calls maybe routed to another trunk group in our Austin office that is with another phone service provider. This can be completed in less than 2 hours.
- c) Our pay MVBA website is hosted offsite and payments will continue to be taken over the web.
- d) Texas Department of Transportation will be made aware of the situation by phone and email.
- e) Client Service Coordinators will be phoned and emailed to apprise them of the situation.
- f) All servers are rack mounted and can be moved to another location. This option will be implemented if telephone lines are expected to be unavailable for an extended time.

Plan 2

1. All appropriate procedures from Plan 1 would be followed.
2. We believe we can resume operations from our Austin location almost immediately in a limited way. This will allow us to:
 - Continue answering Client/Debtor questions.
 - Process payments
 - Continue to send out scheduled collection notices.
3. If the collection operations center is totally unusable, we will immediately search for vacant space in the local area. Meanwhile, the letter processing and phone calls can be routed to other office locations in the State of Texas.
4. Employees will remain on stand by at home during business hours.
5. Our payroll provider can produce paychecks based on prior week hours if necessary so employees can be paid during any disaster period.

RELATED ISSUES

PENDING LITIGATION

There has been no litigation filed against **MVBA** related to the collection of debts.

NO CONFLICTS OF INTEREST

McCreary, Veselka, Bragg & Allen, P. C. has never represented a party who was in an adversarial position with any client. The Firm knows of no conflicts of interest or potential conflicts of interest that would impede its representation.

EQUAL OPPORTUNITY EMPLOYER

McCreary, Veselka, Bragg & Allen, P. C. is an EQUAL OPPORTUNITY EMPLOYER. Applicants for position are considered based on their qualifications for the position applied without regard to race, color, religion, creed, gender, national origin, age, marital or veteran status, disability, or any other criteria prohibited by law.

INDEMNIFICATION AND INSURANCE

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this proposal. Additionally, MVBA shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages causes of action, suits, an liability of attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the MVBA under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. *See Exhibits for insurance declaration.*

FINANCIAL STRENGTH

McCreary, Veselka, Bragg & Allen, P. C. has been in existence since 1961 and has over 500 clients. The Firm has the financial strength to commit the resources required to administer an effective debt collection program. You may contact the following bank officer for comments on our financial strength:

Mr. Keith Griffith
Senior Vice President
Chase Bank, Texas, N.A.
P.O. Box 2266
Austin, Texas 78780
512-479-5571

Exhibit B
INSURANCE REQUIREMENTS

CRC 3/16/00
Contract No. 07-022
12/27/06

CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

CRC 3/16/00

Contract No. 07-022

12/27/06

Claims made policies are *acceptable on this line of coverage**

Must have an *Extended Reporting Period Endorsement**

Pollution Liability

Coverage Limit minimum \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit minimum should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit "B"

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c)

all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.

- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) **Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage**

agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- (b) The worker's compensation insurance shall include the following terms:
- (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;**
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate

insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

Exhibit C

CERTIFICATES OF INSURANCE

CRC 3/16/00
Contract No. 07-022
12/27/06

Garner-Whorton Insurance 11200 Jollyville Rd. Austin, TX 78759	HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	Consent Item # 2d
INSURED MCCREARY, VESELKA, BRAGG & ALLEN PC P.O. BOX 1269 ROUND ROCK, TX 78680	INSURER A:	Maryland Casualty Company 19356 <i>AXV</i>
	INSURER B:	Assurance Company of America <i>AXV</i>
	INSURER C:	Texas Mutual Insurance Company <i>ok</i>
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	PAS037614857	02/01/2007	02/01/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SBS041594723	02/01/2007	02/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PAS037614857	02/01/2007	02/01/2008	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is named as Additional Insured as respects General Liability and Automobile Policies. Waiver of Subrogation provision applies as respects Worker's Compensation and General Liability policies.

CERTIFICATE HOLDER City of College Station 1101 Texas Avenue College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Whorton Ins Services/MCF <i>Jim Whorton</i>
--	---

Consent Item 2d

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2007

PRODUCER (512)421-5703 FAX (512)421-5708
Texas Ins. Division, Compass Insurance Agency, Inc.
5800 N. Mopac
Austin, TX 78731

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED McCreary Veselka, Bragg & Allen, P.C.
P.O. Box 26990
Austin, TX 78755

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company <i>A+ xv</i>	20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability Claims-Made	68035885	10/31/2006	10/31/2007	\$2,000,000 Each & Every Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
\$7,500 Aggregate for Disciplinary & Grievance Proceedings
\$125,000 Retention for Each Claim or Related Claim

CERTIFICATE HOLDER

City of College Station
1101 Texas Ave.
College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Carlisle/MORAJE *James Carlisle*

Consent Item 2d

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

April 12, 2007
Consent Agenda
Electric Transmission Fault and Coordination Study

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding award of the consultant contract (Contract No. 07-164) with Black and Veatch Corporation in the amount not to exceed \$108,300 for engineering service for a Transmission System Fault and Coordination Study of College Station's Electric Transmission System.

Recommendation(s): Staff recommends award of the consultant contract for engineering service for a Transmission System Fault and Coordination Study of College Station's Electric Transmission System to Black and Veatch Corporation as the most highly qualified provider of these services in the amount of \$108,300.

Summary: During the past seven years there have been changes to College Station's Transmission System, such as new additions as well as changes that occurred in adjoining electric transmission systems. Due to these changes a system coordination study needs to be performed. The last study was performed in the year 2000 and the Electric Reliability Council of Texas (ERCOT) requires transmission entities review or revise system coordination when changes are made. Texas Municipal Power Agency (TMPA) is also undergoing a system study with Black and Veatch. By utilizing the same engineering firm as TMPA and performing the study simultaneously, successful coordination is possible. Brazos Electric Cooperative (BEC) and Bryan Texas Utilities (BTU) will contribute information for this study.

Budget & Financial Summary: Funds in the amount of \$108,300 are currently budgeted for this project in the College Station Electric Utility Capital Improvement Projects Fund.

Attachments:

1. Contract 07-164

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Black & Veatch Corporation**, a Delaware Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for a **Transmission System Fault and Coordination Study of College Station's Electric Transmission System** (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed One Hundred Eight Thousand, Three Hundred Dollars. (\$108,300.00).

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager.

1.05 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.03 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to

continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.06 Except as provided in Article VI herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

1.07 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.08 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

1.09 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.10 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 Contractor warrants that it has the proper knowledge, skills, training and education required to perform the work under this Agreement and will utilize its best skill and judgment in performing said work. As an experienced and qualified professional, Contractor warrants that the work will be to Company's reasonable satisfaction and of professional quality consistent with the standard of care set forth herein, and that the information provided by Contractor reflects the professional and industry standards, procedures, and performances consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor further agrees to perform the work in accordance with this Agreement, and in conformance with that degree of skill and judgment normally exercised by recognized engineering firms performing engineering services of a similar nature. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to the customary standard of performance in the profession as set forth herein. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving written notice of said errors, deficiencies or unacceptable work product. The obligations and representations contained in this Article 3 are Contractor's sole warranty and guarantee obligations and City's exclusive remedy in respect of quality of the Services. City's failure to (a) properly operate and maintain the Facilities or (b) allow Contractor to promptly make such tests and perform such remedial services as Contractor may deem appropriate, shall relieve Contractor of its guarantee relative to such improper operation and maintenance or the subject of such test or service. ***EXCEPT AS PROVIDED IN THIS ARTICLE, CONTRACTOR MAKES NO OTHER WARRANTIES OR GUARANTEES RELATING TO CONTRACTOR'S SERVICES.*** This Article governs, modifies, and supersedes any other terms in this Agreement which may be construed to address warranties or guarantees or the quality of the Services.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V

5.01 Insurance. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 In no event shall Contractor (or any of Contractor's related companies) be liable to The City for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect, punitive, or exemplary damages in any way arising from or related to the performance of this Agreement. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid. The total cumulative liability of Contractor and any of Contractor's related companies to The City for all claims, losses, damages, and expenses in any way arising from or related to the performance of this Agreement shall not be greater than the compensation received by Contractor under this Agreement.

ARTICLE VII

7.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of College Station
Attn:David Massey
P.O. Box 9960
College Station, Texas 77842

Contractor:
Black & Veatch Corporation
Attn: _____
11401 Lamar Avenue
Overland Park, KS 66211

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.06 This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

7.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but

that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

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

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

7.11 The warranties, obligations, liabilities and remedies of the Parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. To the fullest extent allowed by law, releases from, waivers of, and limitations of liability shall apply notwithstanding the breach of contract, tort, including negligence, strict liability, or other theory of legal liability of the Party released or whose liability is limited.

BLACK & VEATCH CORPORATION

CITY OF COLLEGE STATION

By: James R. Lusby
Printed Name: James R. Lusby
Title: Senior Vice President
Date: March 23, 2007

ms

By: _____
Ron Silvia, Mayor

Date: _____

ATTEST:

Connie Hooks, City Secretary Date

Exhibit "A"

Scope of Services

The project will be performed in conjunction with the Texas Municipal Power Agency (TMPA) engineering analysis and coordination study. The project will include setting review and coordination of associated transmission line relays, breaker failure relays, transformer relays and bus relays for the 138 kV CSU owned equipment and relay systems in the College Station area. Relays will be coordinated with neighboring utility interconnections. The project will follow the approach as defined below.

- Data Collection
- Model of the System
- Breaker Rating Study
- Short Circuit Study
- Reconductor Study
- Import to Relay Data Base
- Relay coordination. Brazos Keith
- Relay coordination. Brazos Tabor
- Relay coordination. Spring Creek
- Relay coordination. Greens Prairie
- Relay coordination. College Station Switch Station
- Relay coordination. Post Oak
- Relay coordination. Southwood
- Export to Relay Database
- Draft one line
- Final Report

Exhibit "B"

Payment Terms

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at the rates per service as shown below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 1.03 of this Contract \$108,300.00 The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

BLACK & VEATCH
 SCHEDULE OF HOURLY DIRECT SALARY COSTS
 HOME OFFICE PERSONNEL - 2007

Salary Plan -- Title	Grade	B&V Hourly Rate (\$/Hour)
ADM -- Administrative/Business Administrative business functions for the firm including personnel, public relations, publications, purchasing, and other functions.	01*	55.28
	02*	56.72
	03	74.64
	04	86.56
	05	102.65
	06	112.83
	07	152.55
	08	186.48
	09	215.29
ADS -- Administrative Support Office support including clerical and secretarial	01*	35.95
	02*	40.39
	03*	52.98
	04*	60.15
	05*	72.10
ARC -- Architecture Architectural design, analysis, and management of the architectural function.	02	66.38
	03	69.30
	04	85.44
	05	120.50
	06	109.00
	07	145.41
CNS -- Construction Services Construction service functions, including construction management, construction support resident engineering, and project review	02	62.95
	03	89.51
	04	95.63
	05	112.99
	06	125.90
	07	140.48
	08	150.21
	09	170.80
	10	189.19
	11	199.76
	CST - Consulting Provide advisory services to clients regarding operational and administrative functions	01*
02*		96.65
03		126.48
04		163.66
05		209.56
06		299.56
07		309.22
08		406.79
ENG -- Engineering Engineering design, analysis, and management Includes departmental and project assignments including engineering department management	01	78.54
	02	84.93
	03	96.45
	04	114.56
	05	129.92
	06	144.17
	07	163.61
	08	205.63
	09	208.80

BLACK & VEATCH
 SCHEDULE OF HOURLY DIRECT SALARY COSTS
 HOME OFFICE PERSONNEL - 2007

Salary Plan -- Title	Grade	B&V Hourly Rate (\$/Hour)
ENT -- Engineering Technician Technical designers and drafters.	01*	56.25
	02*	58.83
	03*	63.79
	04*	69.33
	05*	76.10
	06*	92.82
	07*	117.11
	08	134.22
	09	151.47
	10	159.65
EST -- Estimating Professionals who assess the cost related to projects to assist with the preparation of proposals.	03	79.03
	04	97.77
	05	103.98
	06	133.40
	07	154.54
FIN -- Finance Project accounting, financial reporting, planning & analysis, accounting operations, and tax	02*	56.10
	03*	65.39
	04	78.06
	05	96.37
	06	121.22
	07	134.72
ITS -- Information Science Information science functions including system and software analysis, and network/communications consulting	02	45.51
	03	70.66
	04	90.76
	05	114.26
	06	150.87
	07	153.89
	08	157.74
	OFF -- Office Services Word processing, document control, clerical accounting services, and related group supervisors.	04*
05*		42.91
06*		49.38
07*		58.44
08*		62.46
PCR -- Procurement Professionals who secure and administer the purchase of goods, commodities, and services	01*	52.90
	02	66.44
	03	77.33
	04	85.33
	05	103.63
	06	124.68
	07	158.96
	08	172.04
PJC -- Project Controls Professionals who track the cost associated with a project and perform planning and scheduling functions related to projects.	01*	68.50
	02*	89.80
	03	97.09
	04	107.06
	05	119.34
	06	143.48
	07	164.79

BLACK & VEATCH
 SCHEDULE OF HOURLY DIRECT SALARY COSTS
 HOME OFFICE PERSONNEL - 2007

Salary Plan -- Title	Grade	B&V Hourly Rate (\$/Hour)
PMT -- Project Management Project managers	11	163.06
	12	180.03
	13	194.15
	14	234.37
	15	266.32
	16	288.08
SPC -- Specialized Staff Legal, scientific, economic, and related service for project assignments. Includes scientists, geologists, environmentalists, oceanographers lawyers, economists, etc	01	64.46
	02	69.26
	03	80.31
	04	97.74
	05	120.59
	06	136.51
	07	163.23
	08	233.90

* Non-exempt.
 ** Selected positions are non-exempt.
 Rates are subject to annual adjustment on January 1.

<p>Owner shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.</p> <p>1. Labor cost will be billed as actual hours charged to this project by Engineer's personnel and in accordance with the rates above.</p> <p>2. Unless unusual requests are made by the Owner, all office expenses (computers, information technology support of the computer system, telephone, plotting, copying, and facsimile) will be billed at 12% of the Labor.</p> <p>3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.</p> <p>4. Cost of 3rd party services will be billed at actual cost plus 10%.</p> <p>5. Field assignments of longer than 60 calendar days will be billed as actual hours charged to this project by Supplier's personnel in accordance with the rate sheet plus 15%. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.</p> <p>6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law and as identified on the rate sheet. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.</p> <p>7. Billing rates will be automatically adjusted and increased by twenty-five percent (25%) for all time changes directly associated with the preparation of and delivery of expert testimony.</p>

Exhibit "C"

Insurance Requirements and
Certificate(s) of Insurance

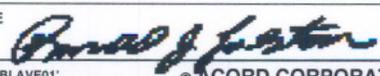
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		11/01/2007	DATE (MM/DD/YY) 03/26/2007
PRODUCER LOCKTON COMPANIES, LLC-1 KANSAS CITY 444 W. 47th Street, Suite 900 Kansas City Mo 64112-1906 (816) 960-9000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURERS AFFORDING COVERAGE			
INSURED 1058332 BLACK & VEATCH CORPORATION 8400 WARD PARKWAY KANSAS CITY MO 64114 Hueste, Chris	INSURER A : ZURICH AMERICAN INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E :		

COVERAGES PJ THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO 4641367	11/01/2006	11/01/2007	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> BFPD & C/O & XCU				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY	BAP 4641355 (AOS)	11/01/2006	11/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
GARAGE LIABILITY		NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
<input type="checkbox"/> ANY AUTO	OTHER THAN EA ACC \$ XXXXXXXX				
	AUTO ONLY: AGG \$ XXXXXXXX				
EXCESS LIABILITY		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	AGGREGATE \$ XXXXXXXX				
<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM	\$ XXXXXXXX				
<input type="checkbox"/> RETENTION \$	\$ XXXXXXXX				
	\$ XXXXXXXX				
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 4641353 (AOS)	11/01/2006	11/01/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		WC 4641354 (WI & MA)			E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 B&V Proj #146919 CSU Relay Coordination Study Upon award of contract, the City of College Station, TX, its officials, employees, & volunteers will be included as Additional Insureds on the General Liability & Auto Liability Policies as required by contract. Upon award of contract, waiver of subrogation in favor of the City of College Station, TX will be applicable to Workers'Comp/Employer's Liability & General Liability Policies as required by contract. All policies provide Primary coverage.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
City of College Station P. O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City before work commences.**

3. All coverages provided by subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b)
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled, except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) Upon request, copies of all insurance policies shall be made available to the City for inspection at Contractor's offices located in Overland Park, Kansas.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage

provisions; and (e) original endorsements affecting coverage required by this Contract.

- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used,*

Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- (b) The worker's compensation insurance shall include the following terms:
 - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*

C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*

D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*

E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*

(1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*

(2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*

H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

(1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that*

meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-

insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

8. **Professional Liability** requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) \$1,000,000 per occurrence and \$2,000,000 aggregate,
- (c) Coverage must have an **Extended Reporting Period Endorsement** to be maintained for two (2) years after the expiration of the term or termination of this Contract.

**April 12, 2007
Consent Agenda
Wolf Pen Creek Drainage Restoration**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding ratification of an expenditure of \$200,828 for construction services provided by JaCody, Inc., to repair storm damage and to prevent erosion and loss of City infrastructure in the Upper Trails of Wolf Pen Creek and approval of a construction contract for the work performed.

Recommendation(s): Staff recommends that Council approve the construction contract with JaCody, Inc. and ratify the expenditure made to repair storm damage and prevent further erosion and loss of City sidewalks and utilities in the Upper Trails of Wolf Pen Creek.

Summary: A section of the creek bed along the Upper Trails of Wolf Pen Creek has collapsed and eroded as a result of January rain storms, exposing sidewalks and utilities to possible loss. Restoration and restructuring of the creek bank is necessary to protect the public health and safety of the City's residents and because of unforeseen damage to public property. The Engineering Division designed a rock gabion support system for the creek banks to prevent further erosion. Because of concern that spring rains were approaching that might cause additional damage, staff determined that speed in completing the project warranted an exception to competitive bidding under LGC 252.022(a)(2) and (a)(3) which provide an exception for ***"a procurement necessary to preserve or protect the public health or safety of the municipality's residents"*** and ***"a procurement necessary because of unforeseen damage to public machinery, equipment, or other property"***.

Technical specifications, plans and bid documents were prepared on February 28. Because of their knowledge and experience in construction of infrastructure and installation of gabion basket support systems in the Upper Trails of Wolf Pen Creek, the project was forwarded to JaCody, Inc. They responded on March 8 with a proposal to complete the work for \$200,828.

Budget & Financial Summary: The \$200,828 is provided in Fund 912 – Drainage, Project SD0704.

Attachments:

1. Resolution
2. Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT AND RATIFYING THE EXPENDITURE OF FUNDS FOR THE WOLF PEN CREEK DRAINAGE RESTORATION – SD0704 (“PROJECT”).

WHEREAS, a section of the Wolf Pen Creek bank along the Upper Trails has collapsed and eroded during rain storms, exposing sidewalk and utilities to possible loss; and

WHEREAS, restoration and restructuring the creek bank is necessary to protect the public health and safety of the City’s residents and because of unforeseen damage to public property; and

WHEREAS, the City of College Station made an expenditure of funds for the Project; now, therefore,

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

- PART 1: That the City Council hereby finds that the Project is exempt from competitive bidding under Sections 252.022(a)(2) and 252.022(a)(3) of the TEXAS LOCAL GOVERNMENT CODE.
- PART 2: That the City Council hereby ratifies the expenditure of funds for the Project as being necessary to protect the health and safety of the City and repair unforeseen damage to the City’s property.
- PART 3: That the City Council hereby approves the construction contract with JaCody, Inc., for \$200,828.00 for the labor, materials and equipment required for the improvements related the Project.
- PART 4: That the funding for this Contract shall be as budgeted from the Fund 912 – Drainage, Project SD0704, in the amount of \$200,828.00.
- PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 12th day of April, A.D. 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

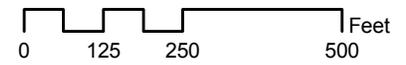


City Attorney



 Project Locations

Wolf Pen Creek Upper Trails



April 12, 2007
Consent Agenda
Real Estate Contract for the Purchase of a Public Utility Easement
Water Service Extension Project

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion approving a real estate contract in the amount of \$50,000 that will authorize the purchase of a 20' wide public utility easement needed for the Water Service Extension Project. The property is owned by Texas Hotel Management, L. P. and is located on the west side of SH 6, at the corner of WD Fitch Parkway.

Recommendation(s): Staff is recommending that the contract be approved, which will authorize the purchase of an easement.

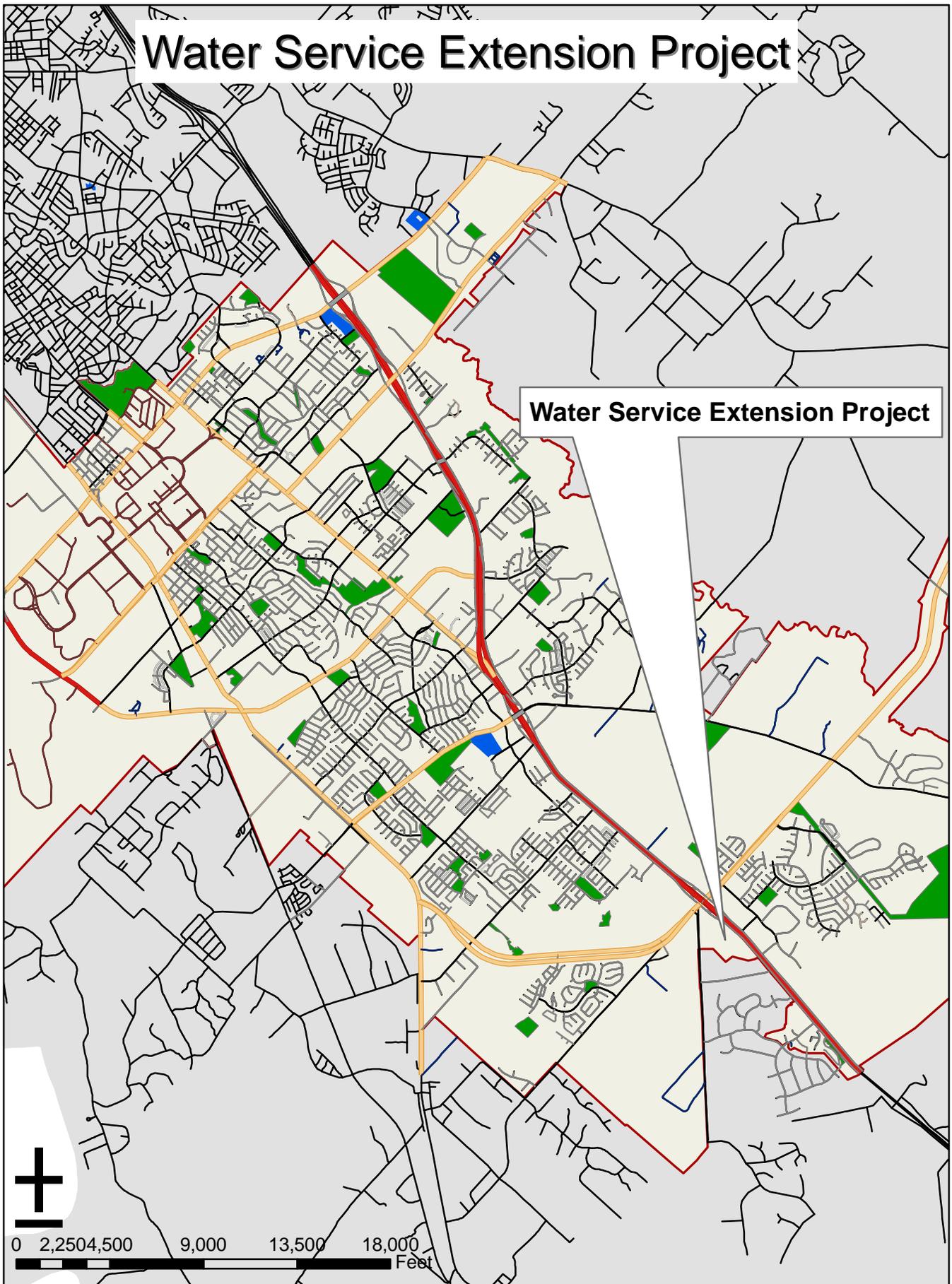
Summary: City Council authorized a Needs Resolution in December, 2005, enabling staff to negotiate for the purchase of easements. This, the last easement needed for the project, is a 20' wide strip located on the west side of State Highway 6, at the corner of W.D. Fitch Parkway. Upon purchase, the easement will be used for the installation of the Water Service Extension Project to provide water service to area annexed in 2002.

Budget & Financial Summary: The purchase price for the property is \$50,000.00 (Fifty Thousand and 00/100 Dollars). In addition, closing costs and associated expenses (surveying, etc) have been estimated to be an amount not to exceed \$3,000 (Three Thousand Dollars). Funds for this purchase are available from Utility Revenue Bonds.

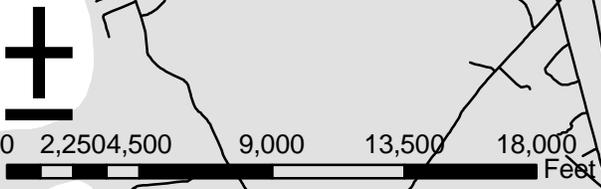
Attachments:

1. City Map
2. Project Map
3. Real Estate Contract

Water Service Extension Project



Water Service Extension Project





REAL ESTATE CONTRACT

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

**ARTICLE I
PURCHASE AND SALE**

1.1 SELLER agrees to sell and convey a public utility easement and BUYER agrees to purchase and pay for a 0.407 acre tract conveyed to Texas Hotel Management, L.P., in Volume 6997, Page 37 of the Official Records of Brazos County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Manager of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

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

SB Smi

refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

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

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the General Warranty Deed.

1.4 BUYER may at its cost order a Level 1 Environmental Site Assessment. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER at its option may elect to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides that opportunity, this Contract shall be terminated and neither party will have any further liability.

1.5 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.6 The sale of the PROPERTY shall be made by a Public Utility Easement from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "B".

ARTICLE II
PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). The purchase price shall be payable in full at closing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

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

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

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

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

Handwritten signature in black ink, appearing to be "SB Jim".

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

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

(h) SELLER has no knowledge that the PROPERTY contains any environmental hazard not shown on the environmental assessment provided by SELLER to BUYER.

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

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

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

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

ARTICLE V CLOSING

5.1 The closing shall be held at Brazos County Abstract Company, within forty-five (45) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date"). City Attorney is authorized to extend the time for closing.



5.2 At the closing, SELLER shall:

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

(b) Deliver possession of the PROPERTY to BUYER.

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

(d)

(e) Pay any and all required property taxes for the year 2006 and all prior years.

(f) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.

(g) Pay the SELLER's expenses and attorney fees.

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

(a) Pay the balance of the purchase price.

(b) Pay the escrow fees.

(c) Prepare, at its cost, the Public Utility Easement.

(d) Pay the title insurance.

(e) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.

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

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

Handwritten signature in black ink, appearing to be "Jmi" with a flourish.

- (h) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI
SPECIAL CONDITIONS

NONE

ARTICLE VII
BREACH BY SELLER

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

- (a) Enforce specific performance of this agreement;
- (b) Bring suit for damages against SELLER; and/or
- (c) Terminate this contract and initiate condemnation proceedings.

ARTICLE VIII
BREACH BY BUYER

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

A handwritten signature in black ink, appearing to be "AS Gmi", is located in the bottom right corner of the page.

ARTICLE IX
MISCELLANEOUS

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

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

SELLER: **Salim Ismail, President**
Salim Ismail, L.L.C., General Partner
Texas Hotel Management, L.P.
1601 South Texas Avenue
Bryan, TX 77802

Phone: 979-694-2100
979-764-6808 (Parviz Vessali, Agent for Owner)

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

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

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

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall



be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

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

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

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

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

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

EXECUTED on this the _____ day of _____, 2007.

SELLER: BUYER:
TEXAS HOTEL MANAGEMENT, L.P., CITY OF COLLEGE STATION
By Salim Ismail, L.L.C.,
Its General Partner

BY: 
SALIM ISMAIL, President
Date: 3-09-07

BY: _____
RON SILVIA, Mayor
Date: _____

ATTEST:

CONNIE HOOKS, City Secretary
Date: _____



APPROVED:

City Manager
Date: _____

Chief Financial Officer
Date: _____

Carla A Robinson

City Attorney
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2007, by RON SILVIA, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for
the STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the 9th day of March, 2007, by SALIM ISMAIL as President of Salim Ismail, L.L.C., General Partner of TEXAS HOTEL MANAGEMENT, L.P., a Texas limited partnership, on behalf of said partnership.



Lauren L. Hargis

NOTARY PUBLIC in and for
the STATE OF TEXAS

AS *Ami*

EXHIBIT "A"
0.407 OF ONE ACRE
PROPOSED 20 FOOT WIDE PUBLIC UTILITY EASEMENT
OUT OF THE
TEXAS HOTEL MANAGEMENT, L.P.
CALLED 5.53 ACRE TRACT
S. W. ROBERTSON SURVEY, A-202
VOLUME 5655, PAGE 227
BRAZOS COUNTY, TEXAS
SURVEYED: AUGUST, 2004
REVISED: JANUARY 4, 2007

Being all of that lot, tract, or parcel of land containing 0.407 of one acre of land situated in the S. W. ROBERTSON SURVEY, Abstract 202, and being a strip of land twenty (20) feet in width out of and a part of that certain called 5.53 acre tract of land as described in deed to Texas Hotel Management, L.P. recorded in Volume 6997, Page 37 of the Official/Deed Records of Brazos County, Texas (O./D.R.B.C.T.); said 0.407 of one acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway No. 6 for the most easterly corner, same being the calculated most easterly corner of said Texas Hotel Management, L.P. called 5.53 acre tract of land and the calculated most northerly corner of the Grady N. Arnold, Jr. remainder of the called 4.00 acre tract as described in deed recorded in Volume 3714, Page 57 (O./D.R.B.C.T.), from which point a 1/2" Iron Rod found bears S 36°04'42" W a distance of 0.38 feet, and from which point a 1/2" Iron Rod found at an interior ell corner of said Arnold called 4.00 acre tract and at an exterior ell corner of said Texas Hotel Management, L.P. called 5.53 acre tract bears S 36°04'42" W a distance of 46.51 feet and S 29° 40' 05" W a distance of 42.17 feet;

THENCE, S 36 ° 04 ' 42 " W, along the line common to said Arnold called 4.00 acre tract and said Texas Hotel Management, L.P. called 5.53 acre tract of land, a distance of 20.00 feet to a point for the most easterly southeast corner, same being a point in a southwest line of the herein described 20 foot wide strip of land and being a line 20 feet southwest of, measured at right angles to, and parallel to said southwest right-of-way line of State Highway No. 6 and the northeast line of said Texas Hotel Management, L.P. called 5.53 acre tract of land;

THENCE, N 54 ° 24 ' 27 " W, across and through said Texas Hotel Management, L.P. called 5.53 acre tract, along said line 20 feet southwest of, measured at right angles to, and parallel to said southwest right-of-way line of State Highway No. 6 and said northeast line of the Texas Hotel Management, L.P. called 5.53 acre tract of land, a distance of 768.22 feet to a point for an interior ell corner, same being a point in a line 20 feet southeast of, measured at right angles to, and parallel to the southwest cutback line of said southwest right-of-way line of State Highway No. 6 and the southeast right-of-way line of Greens Prairie Road and of a northwest line of said Texas Hotel Management, L.P. called 5.53 acre tract of land;

THENCE, S 66 ° 35 ' 27 " W, continuing across and through said Texas Hotel Management, L.P. called 5.53 acre tract, along said line 20 feet southeast of, measured at right angles to, and parallel to said southwest cutback line of the southwest right-of-way line of State Highway No. 6 with the southeast right-of-way line of Greens Prairie Road and of a northwest line of said Texas Hotel Management, L.P. called 5.53 acre tract of land, a distance of 110.38 feet to a point in the west line of said Texas Hotel Management, L.P. called 5.53 acre tract of land;

THENCE, N 02 ° 37 ' 30 " W, along said west line of the Texas Hotel Management, L.P. called 5.53 acre tract and the east right-of-way line of Arrington Road and its northwesterly projection, a distance of 21.39 feet to a point for the northwest corner at the most westerly northwest corner of said Texas Hotel Management, L.P. called 5.53 acre tract of land and being a point in the aforesaid southwest cutback line of the southwest right-of-way line of State Highway No. 6 with the southeast right-of-way line of Greens Prairie Road;

THENCE, N 66 ° 35 ' 27 " E, along said southwest cutback line of the southwest right-of-way line of State Highway No. 6 with the southeast right-of-way line of Greens Prairie Road and with a northwest line of said Texas Hotel Management, L.P. called 5.53 acre tract of land, a distance of 114.10 feet to a point for the northeast corner at the most northerly northeast corner of said Texas Hotel Management, L.P. called 5.53 acre tract of land, same being the southeast cutback corner of said southwest cutback line of the southwest right-of-way line of State Highway No. 6 with the southeast right-of-way line of Greens Prairie Road;

THENCE, S 54 ° 24 ' 27 " E, along said southwest right-of-way line of State Highway No. 6 and the northeast line of the Texas Hotel Management, L.P. called 5.53 acre tract of land, a distance of 779.70 feet to the PLACE OF BEGINNING, and containing 17,724 square feet or 0.407 of one acre of land, more or less, according to a survey performed on the ground in August, 2004, under the supervision of Horace Curtis Strong, Texas Registered Professional Land Surveyor No. 4961. For north orientation and other information, see accompanying plat.



NOTES:
 NORTH ORIENTATION IS BASED ON ROTATING THE NORTHEAST LINE TO
 GRID NORTH ACCORDING TO GPS SURVEY DATA, USING COLLEGE STATION
 MONUMENTATION.

STATE HIGHWAY 6

S 54°24'27" E 779.70'

0.407 Ac.
 N 54°24'27" W 768.22'

P.O.B.
 Calc. Corner
 1/2" Iron Rod brs.
 S 36°04'42" W 0.38'

S 36°04'42" W
 (Call S 36°04'41" W 46.10' Total)

20.00'
 26.51'
 Fnd. 1/2" Iron Rod
 S 29°40'05" W 42.17'
 (Call S 29°48'45" W 42.17')

Grady N. Arnold, Jr.
 Rem. of Called 4.00 Ac.
 3714/57
 Ref. 1622/178

TEXAS HOTEL MANAGEMENT, L.P.
 Called 5.53 Ac.
 Volume 6997, Page 37

I, H. CURTIS STRONG, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4961
 DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF AN
 ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF
 MY KNOWLEDGE.

H. CURTIS STRONG, RPLS NO. 4961



EXHIBIT "B"

PROPOSED 20' WIDE
 PUBLIC UTILITY EASEMENT
 0.407 OF ONE ACRE
 OUT OF THE
 TEXAS HOTEL MANAGEMENT, L.P.
 CALLED 5.53 ACRE TRACT
 VOLUME 6997, PAGE 37
 S. W. ROBERTSON SURVEY, A - 202
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 SCALE: 1" = 100'
 AUGUST, 2004

John B. (Sonny) Ellen, III
 Called 5.00 Ac.
 Volume 433, Page 20

REVISION NOTE:

Survey prepared in August, 2004.
 Owner name change revision made
 on January 4, 2007.

STRONG SURVEYING
 1722 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096
 email: curtis@strongsurveying.com

EXHIBIT "B"

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

PUBLIC UTILITY EASEMENT

DATE: _____

GRANTOR:

GRANTOR'S MAILING ADDRESS: _____
_____ County
_____, _____, _____

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77842

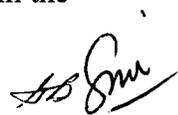
CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY: INSERT PROPERTY DESCRIPTION

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "easement area," and any additional area outside the easement area necessary ~~to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area~~ to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

- Electric transmission and distribution lines;
- Water lines and sanitary sewer lines, connecting lines, access facilities, and related equipment;
- Storm sewers and collection facilities;
- Television, telephone, and communications lines;
- Drainage ditches, drainage pipes and all other drainage structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the



easement area or on adjoining property of Grantor, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee. **Notwithstanding the foregoing, Grantee agrees that after the construction, installation or repair of any equipment in the Easement Area, any damage done to the property of Grantor outside of the Easement Area will be returned to its original condition at the cost of Grantee.**

Grantor expressly subordinates all rights of surface use incident to the mineral estate to the above-described uses of said surface by Grantee, and agrees to lender's subordinations on behalf of Grantee. Grantor will provide Grantee with the names and addresses of all lenders.

RESERVATIONS AND RESTRICTIONS: INSERT APPLICABLE MATTERS

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

Printed Name

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

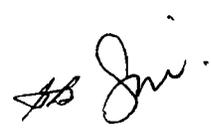
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2005,
by _____.

Notary Public in and for the State of Texas

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

AFTER RECORDING, RETURN TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960



**April 12, 2007
Consent Agenda
Outsource Bill Print**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion regarding award of a Services contract for RFP 07-034 Outsourcing the Printing and Mailing of Utility Bills, late notices and inserts for an estimated annual expenditure of \$55,000 to Sungard EXP-Mailing.

Recommendation(s): Staff recommends approval of the contract with Sungard EXP-Mailing for Outsourcing the Printing and Mailing of Utility bills, late notices and inserts for an estimated annual expenditure of \$55,000

Summary: RFP's were sent to vendors that specialize in the printing and mailing of utility bills, notices and inserts. Fifteen responses were received and evaluated with Sungard EXP-Mailing chosen as the vendor that best meets the needs of the City of College Station. For this project, Sungard EXP-Mailing will use the base bill product from Sungard HTE to produce and send the bills and notices. They will assist in the design of a new utility bill statement that can include bar charts or graphs of utility consumption. This will make the utility bills more customer friendly for the utility customer. This vendor also gives us the capability to edit bill messages daily if desired. In addition, Sungard EXP-Mailing has the ability to make images of an exact duplicate of the bill available to city staff and customers.

Budget & Financial Summary: Funds are budgeted and available in the Utility Customer Service budget for this service.

The City currently sends out approximately 400,000 utility bills and 60,000 late notices annually. This service is estimated to cost approximately \$55,000 annually. Currently approximately \$25,000 annually is spent on supplies (paper, envelopes, etc) and \$7,000 on maintenance of our folder/ inserter. A reduction in postage of \$5,000 is estimated. Direct costs of \$37,000 will be avoided. This will result in a net increase in annual expense of approximately \$18,000 for direct costs associated with outsourcing this function. However, there will also be staff time savings realized. The staff currently doing this function will be used to handle the increase in workload as the number of utility accounts continues to increase, delaying the need to add additional staff due to growth. There will also be one time savings in the technology area of approximately \$10,000 because of in house programming that will not need to be done. Outsourcing this function will also eliminate the need to replace the folder/inserter machine used to fold and stuff the utility bills resulting in additional cost savings.

Staff believes that outsourcing this function will result in a higher level of service to the College Station Utility customers at close to the same overall cost.

Attachments:

1. Services Contract with Sungard EXP-Mailing

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **SunGard EXP - Mailing** (the "Contractor"), for the following work: **Printing, Inserting and Mailing Utility Bills and Inserts** a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Fifty Five Thousand and No/100 Dollars (\$55,000.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

The term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
- 8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$15,000.00)**

 A. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

 B. It is further agreed that the Contractor (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by,

CRC 3/16/00
Contract No. 07-084

3/2/07

- alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
 12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
 14. This Contract may only be amended by written instrument approved and executed by the parties.
 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
 16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
 17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

SunGard EXP - Mailing

BY: Wayne Dwe
 Printed Name: WAYNE DWE
 Title: SVP

3/13/07
 Date

CITY OF COLLEGE STATION

BY: _____
 Ron Silvia, Mayor
(required if Contract is \$50,000 or more)

 Date

ATTEST:

 Connie Hooks, City Secretary
(required if Contract is \$50,000 or more)

 Date

CITY OF COLLEGE STATION

BY: _____
 City Manager

 Date

APPROVED:

Angela M. DeLuca
City Attorney

Date

Chief Financial Officer

Date

Exhibit A

SCOPE OF SERVICES

CRC 3/16/00
Contract No. 07-084
3/2/07



**SunGard EXP- Mailing
Response to City of College Station
Request for Proposal**

**PRINTING, INSERTING AND
MAILING UTILITY BILLS
RFP NUMBER: 07-34**

**Attn: Purchasing Manager
Purchasing Department
City of College Station
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842**

Tuesday, January 16, 2007@ 4:00 p.m.

Table of Contents

Tab A

- 1. Introduction of Firm/Qualifications & Experience Page 5
- 2. Project Manager Page 7
- 3. Experience of firm in the last thirty six months Page 8
- 4. Organizational Chart Page 9

Tab B

- 5. Rates and Expenses Page 11-13
 - a. Fee Schedule
 - b. Attachments
 - i. Pricing Page

Tab C

- 6. Understanding of the Scope of Work Page 15
- 7. SunGard's plan for accomplishing the work Page 16-24
 - a. Bill & Letter Design and Development
 - b. Statement Bill Print Files
 - c. Data Processing-Customer Bills
 - d. Bill Review and Approval
 - e. On-line Statement Availability
 - f. Disaster Recovery
 - g. Quality of Work
 - h. Project Management
 - i. Project completion and Acceptance Testing
 - j. Support and Services
 - k. Information Disclosure
- 8. Insert and Mail Services Page 25-27
 - a. Statement Mail Service
 - i. Attachments
 - 1. Sample Statements
 - 2. Implementation Guide

Tab D

- 9. References Page 29

Tab E

- 10. Required Signature Documents Page 31

TAB A

January 16, 2007

Quote #COLPMeP070118-01

Page 3 of 31

Purchasing Manager-Purchasing Department
City of College Station
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842

Dear Madam/Sir:

Thank you for allowing SunGard EXP-Mailing the opportunity to submit a Statement of our Qualifications in response to Request for Proposal No. 07-34: Printing, Inserting and Mailing Utility Bills.

SunGard EXP is pleased to submit a response to this RFP and convey to the City its EXPertise and EXPerience as one of the nation's leading providers of printing, mailing and imaging of time sensitive documents. SunGard's commitment to being an industry leader in every field that competes allows its customers the client commitment advantages of superior technology, superior quality assurance and superior customer service.

SunGard EXP-Mailing and the City will be a great partnership. We have the expertise, manpower and facilities to furnish all labor, materials, equipment, quality control procedures and supervision required to provide excellent processing, printing and mailing services to your customers.

A few more reasons why SunGard EXP-Mailing is uniquely qualified to undertake the City's utility bill formatting, printing, mailing, electronic presentation and bill payment services include:

- 1) SunGard's extensive experience - over 22 years of providing printing and mailing services, currently lists over 135 municipalities as clients; other industries include utilities, financial, healthcare, telecom, cable, etc. Currently 35% of our revenue comes from utilities. We have over 140 utility customers
- 2) SunGard's ability to offer a complete suite of additional services - In addition to Printing and Mailing Services, we also offer Document Imaging, Electronic Bill Presentment and Payment Services, Graphics Services (insert, billstuffer, flyers), specialized mailings, Return Mail Management, etc. SunGard can provide a complete array of products that allow the City to capture, manage, present and store its data.
- 3) SunGard's financial strength - As a Fortune 500 company, SunGard EXP's strength allows us the flexibility to migrate towards the latest technologies to better service our clients. SunGard's investments in technologies and qualified personnel will allow maximum client services to the City.

For the purposes of this RFP, the identifying contact person is Demetrius Carr, National Sales Executive, SunGard EXP - Mailing located at 350 Automation Way, Birmingham, AL 35210. I can be reached at 205-307-6864 direct, 1-800-307-6800 ext 6864 toll-free or 205-937-6770 cell.

Sincerely,

Demetrius Carr
National Sales Executive

A. Introduction of Firm/Qualifications and Experience

Quote #COLPMeP070118-01

Page 4 of 31

Founded in 1984, SunGard Output Solutions is a premier provider of innovative outsourcing solutions. We produce millions of time-sensitive, customer-specific documents a month for companies nationwide. For more than 20 years, we have provided our clients the highest quality presentment solutions available in the industry. Enabling our unique combination of technology and innovation, SunGard clients are better able to communicate, influence, and retain their customer base through focused statement rendering services.

SunGard provides full data processing, postal sortation, inventory management, laser printing, mail processing, and related support services in the rendering of statements, confirms and invoices. Our document distribution output channels include paper and electronic solutions. Additionally, we offer an ASP solution for data warehousing, mining and querying. In over 22 years of service, SunGard EXP has integrated with over 500 different software providers. SunGard EXP currently provides its services to over 215 utility clients. SunGard EXP-Mailing employs over 145 employees working 24 hours per day, 6 days per week. Our customers include companies in the utilities, financial, communications, collections, healthcare and other industries.

SunGard Output Solutions is a division of SunGard Data Systems, Inc. SunGard is a global leader in integrated IT solutions for financial services. SunGard is also the pioneer and a leading provider of high-availability infrastructure for business continuity. With annual revenues in excess of \$4 billion, SunGard serves more than 20,200 clients in over 50 countries, including 47 of the world's 50 largest financial services institutions. SunGard is a Fortune 500 company

SunGard EXP-Mailing is not presently or has not been involved in any litigation, bankruptcy or reorganization.

Listed below are those persons in management positions who will be working with the City if we are awarded the contract:

Wayne Dove – Senior Vice President

Wayne Dove joined SunGard in January 2005 and was appointed Senior Vice President of the Output Solutions business unit in March 2005. As Senior Vice President of SunGard EXP- Output Solutions, Wayne manages and directs all strategic and tactical activities for the business unit. Mr. Dove graduated from Louisiana State University with a degree in accounting and initially worked in the accounting and financial planning groups of a major retailer. For the past 20 years he has worked in the technology sector for companies that develop, implement and support industry-specific application software. His previous positions are in the areas of implementation and support management, account management and programming and software development management. He Dove has served in executive capacity as Vice President-Operations Control, Vice President-Software Development and Vice President-International Operations where he was based in Europe managing business units and activity in Europe and the UK, Africa, the Middle East and S.E. Asia.

Mark Kilpatrick – Vice President of Operations & Technology

Quote #COLPMeP070118-01

Page 5 of 31

Mark received his Computer Science degree in 1987. He has worked over twelve (12) years in the printing and mailing industry for SunGard. Over his tenure he has held various positions in the Customer Support, Print Operations, and Sales Departments. Mark's management responsibilities have included Customer Service, Print Operations, Quality Control, Operations and the Local Area Network. His duties are to ensure 100% accuracy and timeliness of all laser print operations as well as resource and job submission.

John Gendrich – Director of Sales

John Gendrich is the Director of Sales for SunGard EXP-Output Solutions. John is a recent addition to SunGard having started in September 2005. John has a Masters degree from the University of Kansas in behavior management. John has focused on business development for 30 years. He has been involved in developing and delivering end-to-end ERP solutions for the construction materials industry. These solutions include operational software as well as content management solutions. His duties/goals at SunGard are to build the necessary sales team and processes to double its printing and mailing business in 5 years.

Demetrius Carr- National Sales Executive

Demetrius Carr is the National Sales Executive for SunGard EXP-Output Solutions. Demetrius has over 14 years of dedicated service to SunGard, having worked in various capacities at SunGard including Inventory Control, Print Operations, Customer Service, Inside and Outside Sales. Demetrius is a graduate of the University of Alabama at Birmingham with a Bachelor of Arts degree.

Ray Cargo- Director of Letter shop Services and Print Operations

Ray's duties are to ensure 100% accuracy and timeliness of all printed and inserted documents that have been laser printed. Ray oversees the insertion, preparation and mailing of over 15 million documents per month

Steve Martin – Implementation Projects Manager

Steve has been with SunGard since 1987. In his 18 years in the industry, he has held positions in Customer Support, Programming and Technical Quality Assurance, and managing customer implementation projects. He is completely familiar with all internal systems and has been involved with the development with many of our Quality Assurance testing procedures. His responsibilities include: data analysis, assisting in document design and formulating programming specifications.

Roger Campbell – Accounting Manager

Roger came to SunGard in 1996. He is responsible for on-site accounting, purchasing, and facilities management. Prior to SunGard, Roger was employed as an accounting consultant and was a stockbroker for seven years.

Gerald Harper – Director of Programming

Gerald has been with SunGard since 1970 as the Director of Programming. holds a BS degree in Business Administration and numerous Certificates with IBM. Gerald's responsibilities include directing 12 programmers and 1 technical quality assurance analyst. He also handles the number of hours required for completing and testing issues, set estimated completion dates based on workload, balance workloads, analyze reports and makes

recommendations to senior management concerning trends and potential problems. Research's new technology and implementing new procedures based on technology.

Jeffrey Reeves - Manager of Implementations

Jeffrey joined SunGard in 2004 as Manager of Implementations. He has over 15 years of Management experience in the banking/operations industry. He is currently the Manager of Professional Services – SERIF Group. His responsibilities include overseeing the Implementations and Customer Support for Utility Clients.

Steve Martin – Implementation Projects Manager

Steve has been with SunGard since 1987. In his 18 years in the industry, he has held positions in Customer Support, Programming and Technical Quality Assurance, and managing customer implementation projects. He is completely familiar with all internal systems and has been involved with the development with many of our Quality Assurance testing procedures. His responsibilities include: data analysis, assisting in document design and formulating programming specifications.

Project Management

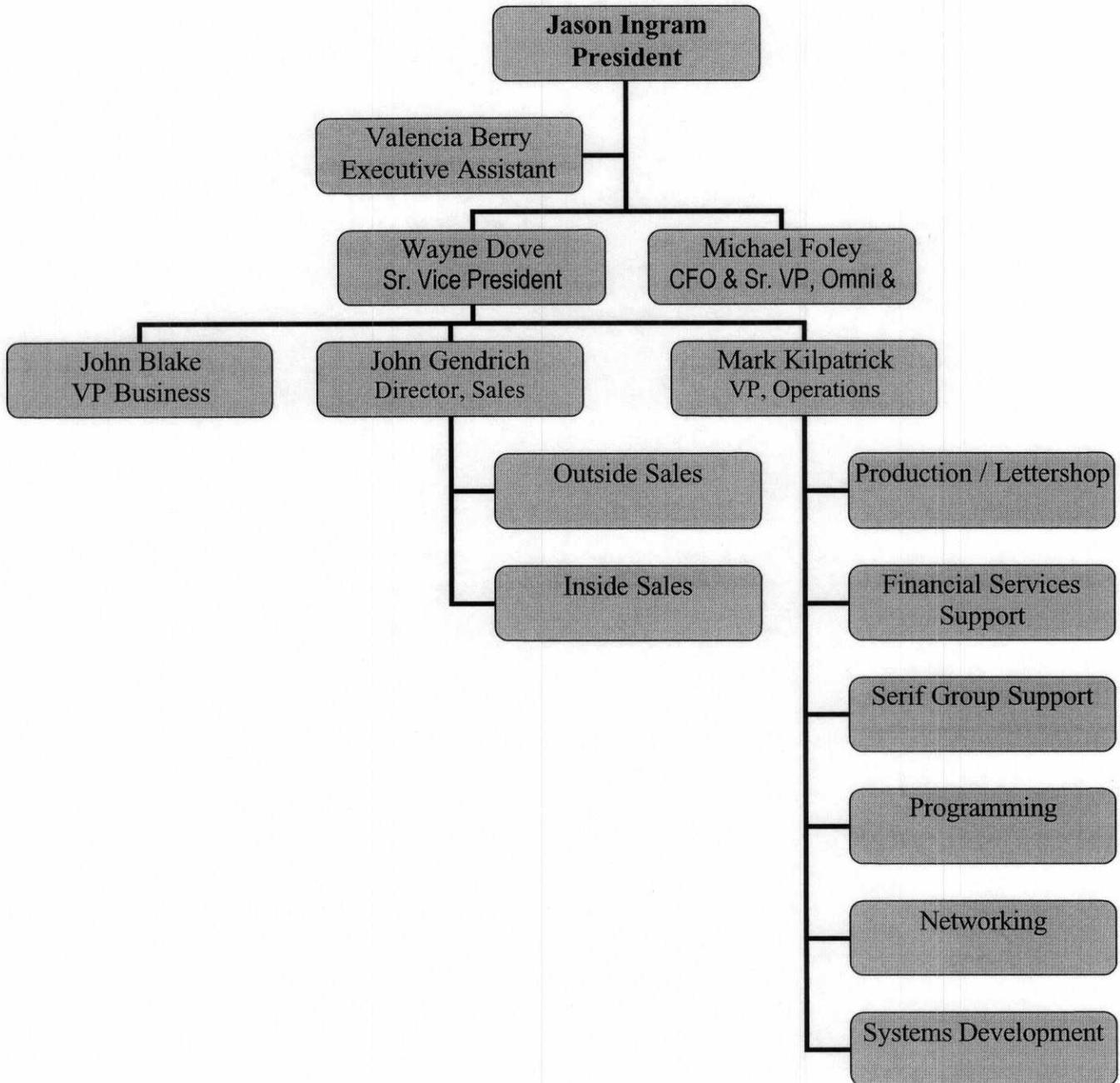
SunGard shall provide project management services for the coordination of staff and project team members during the course of the project. The City shall perform overall project management and the SunGard shall provide a project manager who will support overall project objectives and work with the City project manager and staff. The person responsible for coordinating all phases of the implementation will be Jeffrey Reeves, Manager of Professional Services. All instructions for Programmers, Graphic Designers and administrative procedures will be coordinated, prioritized and documented by Jeffrey and his staff. All new applications will be tested prior to migrating into production. When programs and graphic elements are in place, sample print will be generated and sent to customer for approval. After implementation, the Client Implementation Team will process all of the City's production work until there is a consensus from both the City and SunGard that the City is ready to be placed with a dedicated Customer Service Representative. SunGard's Customer Service Manager will schedule a conference call with the City. The Client Implementation Specialist, the Customer Service Manager and dedicated Customer Service Representative will be on the call with the City in order to have a smooth transition over to the customer service department. During this call, any open issues or other items will be discussed and the goal is to have 100% satisfaction by the City with SunGard's services to date. After transition, the dedicated customer service representative will be the single point of contact with the City.

Experience of the firm in the last thirty six (36) months

Over the last 36 months SunGard EXP has added over 60 new customers and has increased revenue over 10 million dollars. We have added over 2 million dollars in new state of the art equipment. SunGard has continued as an industry leader of providing its printing and mailing services to companies of similar size and scope including The City of Plantation FL. The City of Birmingham, AL, the City of Tuscaloosa AL, Orange County Florida Utilities, The City of New Port Ritchie FL, The City of Springfield, MA just to name a few.

- SunGard EXP-Mailing, has also performed its services as SunGard Output Solutions and SunGard Mailing Services. SunGard EXP-Mailing is an operating unit of SunGard Data Systems, Inc., a Corporation organized under the Laws of the State of Delaware.
- SunGard Annual Reports and or Financial Documents can be found at our corporate website – www.sungard.com

SunGard EXP Mailing-Org Chart



TAB B

Pricing

The following pricing is based on one page simplex print statements with a pre-printed static backer.

PRODUCT DEVELOPMENT EXPENSES:

Non-reoccurring Engineering & Interface Development \$ 3,000.00 One time

- Complete Customized Transactional Data Processing Programs
- Complete Custom & Fully Dynamic Designed Printing Platform
- Complete Graphical Design of Statement

Price Table:

PROCESSING EXPENSES: (Statement)

Statement Processing – First Page \$0.0326 Per Image
 (includes: full data processing and laser printing, variable fonts, logos, customized messaging, folding, insertion & mailing).

Postal Optimization \$0.01 Per Package
 (includes presorting, zip+4 barcode & bundling to postal specifications)

Late Notices or Past Due Mailings \$0.0326 Per Image
 (includes: full data processing and laser printing, variable fonts, logos, customized messaging, folding, insertion and mailing)

INTELLIGENT INSERTING EXPENSES:

Intelligent inserting of invoices included

Selective inserting of: Flyers, Marketing Inserts, etc. \$0.007 Per insert
 (must meet SunGard inserter specifications) if required.

MATERIALS EXPENSES:

8.5" x 11" Perforated Stock (24 lb.) \$0.0132 Each
 #10 Standard Double Window Mailing Envelope (24 lb.) \$0.0169 Each
 #9 Standard Single Open Window Remittance Envelope (20 lb.) \$0.0117 Each

MATERIALS EXPENSES: (Preprinted Custom Stock) At Quote

<u>EXAMPLE PRICE SCHEDULE:</u> (1-page statement, simplex printed, pre-printed backer)		
Statement processing	\$0.0326	per 1 st page
Postal Optimization	\$0.01	per package
8.5" x 11" Perforated stock (24 lb.)	\$0.0132	
#9 Return Envelope	\$0.0117	per envelope
#10 Double Window Mailing Envelope	\$0.0169	per envelope
Estimated Expenses	\$0.0844 per a one page statement	

ADDITIONAL PRODUCTS/SERVICES EXPENSES: (optional)

Highlight Color	\$0.02	Image
Electronic Envelope Elimination – “Householding”	\$0.07	Per item
FASTForward (automatic address updates)	\$0.03*	Per Record
Minimum charge	\$100.00	Per file
*Programming may apply if not set up upon initial Implementation		
Data Suppression (suppressing undeliverable mail & reporting)	\$0.08	Per Record
CD-Rom (fully indexed)	0.02	Image
Copies (at time of creation)	\$50.00	Per CD
Custom programming (after initial client setup)	\$150.00	Per hour
Rush programming of special client request	\$250.00	Per hour
Off-line folding	\$50.00	Per 1,000
Flat mailings in 9” x 12” envelopes includes envelope and special handling)	\$0.65	Each

E-DELIVERY OF STATEMENTS VIA WEB PRESENTATION

IMPLEMENTATION FEES:

Included in setup amount listed above

- Project Management
- Graphical Design of Statements
- Programming of Data to Design Format
- IT integration & business rule planning
- Integration with Client’s website including hyperlinks and client single sign-on
- Project management and consulting
- Full implementation plan and system documentation
- Programming and Website design
- Quality Assurance of all files
- Full testing of system with live client data
- Training by SunGard
- Opt-in/Opt Out Maintenance
- Payment Setup
- E-mail Notification to end user of New Statement Available for viewing

WEB PRESENTATION OF DOCUMENTS: (Accessed by Client and its customers)

Document images processed, presented, and stored on the web \$0.02 per image

Pricing is based on storing documents for one year

Programming Rate (after initial set up) \$150.00 Per Hour
Travel and living is not included

Summary of Pricing

Printing & Mailing

Estimated Cost per 1-page statement, simplex printed, pre-printed backer	\$0.0844
Estimated Annual Quantity	x <u>462,000</u>
Estimated Annual Total of statements	\$38,992.80

Electronic Archiving

Cost per image for Ingestion & Storage for one year	\$0.02
Estimated Annual Quantity	x <u>462,000</u>
Estimated Annual Total of Electronic Archiving	\$9,240.00

TAB C

SPECIFICATIONS

SUNGARD'S UNDERSTANDING OF SCOPE OF WORK

To assist the City in completing process of evaluating bids received in response to Request for Proposal No. 07-34: Printing, Inserting and Mailing Utility Bills, SunGard would like to offer the following information as assurance of its understanding of the scope of the solicitation:

- SunGard can **meet and exceed** the requirements for this utility bill and delinquent letter services contract.
- SunGard can **securely** receive the bills daily, weekly, bi-monthly, monthly, etc and mail the statements one day after the receipt of data.
- If **distance** is a concern, please allow SunGard the opportunity to demonstrate how it has alleviated the fears of its national customers by offering time sensitive services to its clients.
- Since we are a **sister company of SunGard HTE**, your software provider, the file can be transferred thru the SunGard internal network or it can come from the City. Each method utilizes the highest levels of security in the industry.

How SunGard Accomplishes Its Work

Bill and Letter Design and Development

- **SunGard shall work with City staff to develop a new billing statement format.**

The City can design any statement and SunGard will comply as long as it fits the postal specifications for automated mail. There are no restrictions for redesigning or reformatting the statement if we receive the raw data. SunGard offers a custom designed statement, all we ask for is a three inch space in the upper right hand corner for a sequence verification barcode. The rest of the page is for your design. Our expertise can offer the City a flexible formatted statement including target 1:1 messaging, dynamic graphics, proportional fonts, 2D and 3D charts, grids, tables, graphs, and pie charts generated from the data stream that is unsurpassed in the industry.

- **Statement format will include the option for City staff to add or change messages on statements within defined fields.**

Through your new statement design, you will have the ability to create a revenue stream by effectively messaging and marketing additional products and services.

Statement Bill Print Files

- **The City will provide bill print files to SunGard via FTP each cycle at a time agreed to by SunGard and the City.**

SunGard can accept transmission of compressed data or a print image file via **secure** FTP 24 hours a day. SunGard's Internet site utilizes a full T-1 circuit, supporting TCP/IP protocol, with FTP or **FTPS** as the transmission method. We have over 300 clients utilizing this data delivery method. This transmission process supports single and multiple file transfers. Files can be compressed using a standard zip program such as WinZip@ or PKZip@. If multiple files are transferred, the files must be contained in a zipped file. Balancing information can be included in file headers and processing can begin immediately with no human intervention. Upon acceptance at SunGard, the data is archived, and then processed to reconcile it against the provided header and trailer records. These header/ trailer records ensure SunGard is in balance with the customer. An e-mail confirmation is sent out immediately after a file successfully transmits and balances to as many customer destinations as requested, and to the following SunGard personnel; Manager of Customer Support, the client's primary and secondary Customer Support Representatives, and to the Network Administrators.

- **Files provided will be PAVE certified and meet current USPS standards.**

SunGard uses software that is certified by the USPS and SunGard adheres to the automated mail specifications of the USPS.

Our electronic preprocessing allows us to group and sort multiple plans based on similar mailing instructions. CASS (Coding Accuracy Support System) improves the accuracy of carrier route, five digit zip, zip plus four and delivery point codes.

For pre-sorting, SunGard uses Mailstream Plus. Mailstream Plus is PAVE (Presort, Accuracy, Validation and Evaluation) which executes postal software to determine sorting accuracy. Both are certified by the USPS. On site at SunGard's facility, the USPS clerk checks every 20th job for sorting accuracy. This procedure is called "DETECT". The USPS is on-site at our facility 12 hours per day for on-site acceptance of mail. SunGard's postal software will add the addressing barcode and the zip + 4 extension to get the USPS discounted rates for automation.

Data Processing – Customer Bills

- **SunGard shall process the information provided for generation of customer bills.**
- **Sungard shall conduct quality assurance protocols reconciling billing information received from the city with bill print output upon completion of data processing and generation of customer bill images.**

SunGard's system allows customer data files to contain file headers/trailers. These headers/trailers typically contain balancing information. In addition, individual statements may have header/trailer records to perform balancing at the statement level. These header/trailer records will be used to ensure SunGard is in balance with the customer. The method outlined above to handle duplicate file transmissions also assists in insuring the accuracy of transmitted data. SunGard's system employs two methods of duplicate file editing. The system retains the counts of the previous 30 processings. When a new file is processed, the counts calculated for that file are checked against those 30 retained counts. When the statement, page, and sheet counts match any of those, an alert condition is raised and further processing is halted. Statement dates are verified to be in a range defined by the customer, usually +/- 15 days from the date the file is being processed. When a date does not fall in the allowable range, an alert condition is raised and further processing is halted. In both instances, all processing is suspended until the Customer Service Representative resolves the discrepancy.

Bill Review and Approval

- **The City shall have the opportunity to review, approve and pull statements electronically prior to printing and release for insert and mailing for distribution to customers by SunGard.**

Our "job sampling" can transmit a file to you of the exact image of selected bills in PDF format before the job is printed. With "job sampling", the City has total control over which production files are printed/mailed. Within the program written for the City, all files would require the approval of the City before being released to print. Specific job controls would be put in place for the City that instructs the CSR or Client Implementation Team that all production jobs will be approved and released by the City. A secure site can be established for the City to log in view the fully indexed PDF files.

- **SunGard shall provide the following information to the City to assist in the review:**

- a. **Number of statements produced**
- b. **Number of statements suppressed**
- c. **Number of multiple-type statements that have been grouped into one envelope**
- d. **Listing of accounts whose billed amount exceeds an amount to be determined by the City.**

SunGard can provide the reporting information required by the City. SunGard creates customized reports for its clients based on the customer's zip code, state, service package, aging information and/or, inserts/marketing promotions provided with the statement. SunGard can create customized reports per business requirements of the City. For every job processed SunGard produces the following quality control reports; (1) a Job Submission Summary, (2) a Quality Control Worksheet, (3) a mass mailer, (4) a Sequence Checking Worksheet, (5) a United States Postal Service Document 3600 and (6) an address correction report. The Job Submission Summary details the statement quantity, the page (or impression) quantity, and the sheet quantity. This summary is produced by Rhino when the job has balanced and has processed. The Quality Control Worksheet details what specifically was checked at each stage and the staff member verifying the quality of the job at each stage. The massmailer created by the Customer Service Representative, gives insertion instructions to the lettershop. The Sequence Checking Worksheet is used to balance the job after insertion is completed. The 3600 details postage qualification and acceptance by the Post Office.

Online Statement Availability

- **SunGard can make images available to City staff on the day of bill print. Images should indicate whether the statement was mailed or presented electronically.**

A file containing exact images of the files created will be available on-line or can be transmitted back to the City per customer instruction.

- **SunGard can provide same day statement viewing functionality through an internet website.**
 - a. The website can provide twelve months of statements and delinquents online
 - b. To access the website, City personnel will log in on the site and click the billing date of the statement they wish to view. Statements will open in a new window.
 - c. SunGard shall archive statements twelve (12) months of age and provide a copy of the archival to the City on CD or other acceptable media. Appearance: Statements and letters displayed online shall be an exact duplicate of the statements and letters mailed via USPS or electronic mail to customers.
 - d. Electronic Bill Presentment: SunGard can enable City customers to select the option to electronically send an email notification that the bill is ready for viewing and or downloading from our secure internet server.
 - e. Customer Enrollment: SunGard's website shall make a customer enrollment option available. Customers can have the option to choose whether or not they wish to receive a paper statement.
 - f. Notification: SunGard shall notify enrolled customers via electronic mail (e-mail) when their statement becomes available online.

- g. The e-mail will contain a link to SunGard's website and instructions for customer login for viewing the statement. The e-mail shall also contain a link to the City's bill payment website for customers wishing to pay their bill online via credit card. Statements shall also contain this link.
- h. E-mail Edit Options: Text of the customer email should be editable by City staff. This option should be made available through City personnel access as described above. Access should be limited to administrator-level City personnel.

NOTE: SunGard EXP-Mailing provides viewing and payment of bills online. SunGard offers a payment solution that can accept payment via the web that includes VISA, Mastercard, Discover. American Express, by check and by automated draft.

Disaster Recovery

- **SunGard shall provide back up facilities in the event that the primary operational site experiences a disaster to insure that service is provided with minimal interruption.**
- **SunGard is a part of SunGard Data Systems, the leading disaster recovery company in the world.**

- A) SunGard's Network is recovered by its Southeastern MegaCenter with backup MegaCenters in Atlanta, Georgia, Scottsdale, Arizona and Philadelphia, Pennsylvania.
- B) SunGard's mainframe is recovered in Voorhees NJ
- C) SunGard's printers and inserters are backed up in Dallas TX and Kansas City, KC

- **In the event of a disaster, SunGard shall immediately notify the City of College Station Information Technology Manager and provide information about the alternate location to be used for processing City utility bills and of any delay in process start up.**

SunGard has multiple disaster recovery programs, addressing all critical components of our business. The Business Continuity, the Information Technology plan, the Client Server environment, the network, and our internet site plans are contracted with the leading provider and market leader, our sister company, SunGard Availability & Internet Services Group. These plans are tested a minimum of four times a year at one of SunGard's MegaCenters. This arrangement is a Hot-Site agreement, meaning the service will be restored within twenty-four hours after the declaration.

SunGard's printing & laser imaging, inserting, warehousing, and mailing operation are recovered with a hot-site agreement with Xerox located in Dallas TX and also in Kansas City, KS with multiple T-1's attached to SunGard's National Network, permitting the T-1 circuits to be attached to any SunGard MegaCenter within minutes.

The following steps outline the SunGard EXP-Mailing Business Recovery Plan. This plan is designed to provide immediate response and subsequent recovery of business operations from a catastrophic event. (1) The Incident Management Team will assemble at the Crisis Management Center at our sister company SunGard EBS located at 104

Inverness Center Place Suite 104 Inverness, Birmingham, AL 35242 and provide overall coordination of response and recovery support activities. The Incident Management Team includes the President, Executive Secretary, Purchasing/Facilities Manager, Vice-President of Operations and Technology, Vice-President of Development, Vice-President Lettershop Services, Director of Client Services, and Accounting Manager. (2) The Incident Management Team will conduct a preliminary evaluation of the situation to determine what operations are affected and which strategies and plans will be activated. (3) The Incident Management Team will organize recovery team schedules including establishing work and rotation schedules which may also include having personnel travel to an alternate site. (4) The Incident Management Team will implement the response plan. This includes notifying all customers and vendors with a statement about the catastrophe and how this affects the production of their statements/invoices or delivery of materials. All customers are notified within 72 hours of declaring a disaster based on notification levels. The City would be a notification level 1, which is notified within 4 hours of declaring a disaster. (5) The Incident Management Team will implement the recovery plan. This may include processing through a SunGard Disaster Recovery MegaCenter, our hot-site communications disaster recovery partner and printing and inserting through our hot-site printing and lettershop recovery partner. (6) When appropriate the Incident Management Team will implement the Site Restoration Procedures which include returning to the facility for production.

Quality of Work

The quality of SunGard's work shall be consistent with USPS requirements and the City's remittance processing and imaging expectations. Data formatting on the customer statement will be in accordance with the requirements established by the City's bill design committee following award of the contract. SunGard's workmanship standards and responsibility for maintaining the integrity of the City's statement processing without disruption will be a key area addressed prior to work beginning under the contract.

SunGard utilizes the highest quality of print (Xerox) and insertion (Bowe Bell and Howell) technology in the industry.. Below is a review of our equipment:

Printers

Xerox 700 roll-fed laser printers-The Xerox 700 offers duplex print configuration and 700 impressions duplex per minute and 600 x 600 DPI print quality.

Xerox 1050 roll-fed laser printers-The Xerox 1050 offers duplex print configuration and 1064 impressions duplex per minute and 600x 600DPI print quality. (Installation May 15, 2006)

Xerox 92C Highlight Color laser printers – duplex and quadraplex print configuration. These cut-sheet laser printers have four drawers with selective feed and produce 90 impressions per minute, at 600 dpi print quality. These printers accommodate highlight color printing in shades of blue, red, or green.

Xerox 4635 MICR laser printers-duplex and quadraplex print configuration. These cut-sheet laser printers have four drawers with selective feed and produce 135 impressions per minute, at 600 dpi print quality.

Xerox DP180 Highlight Color laser printers-duplex and quadraplex print configuration. These cut-sheet laser printers have four drawers with selective feed and produce 180 impressions per minute, at 600 dpi print quality. These printers accommodate highlight color printing in shades of blue, red, or green.

Xerox DP180 laser printers-duplex and quadraplex print configuration. These cut-sheet laser printers have four drawers with selective feed and produce 180 impressions per minute, at 600 dpi print quality.

Inserters

For insertion, SunGard utilizes Bowe Bell & Howell and Gunther Inserters:

Bowe Bell and Howell 4000 Inserters-precision folds up to 5 pages tri-fold, 7 pages half-fold, on edge conveyor for immediate mail sort, 12,000 pieces per hour, In-line processing w/intelligent insertion & sequence verification including JetVision camera matching technology.

Bowe Bell and Howell 825 Mailstar Inserters precision folds up to 5 pages tri-fold, 7 pages half-fold, on edge conveyor for immediate mail sort, 10,000 pieces per hour, In-line Processing w/intelligent insertion & sequence verification including JetVision camera matching technology.

Bowe Bell and Howell Mastermailer III- 9"x12" inserter, inserts up to 36 pages, eight station intelligent insertion capabilities, on edge conveyor for immediate mail sort, 6250 pieces per hour, In-line processing w/intelligent insertion & sequence verification including JetVision camera matching technology.

Gunther W Series inserter- Guarantees 100 percent document integrity. Precision folds up to 8 pages tri-fold. Three page intelligent insertion plus a remittance envelope. On edge conveyer for immediate mail sort, rated at 12,000 pieces per hour. The newest edition to our lettershop, the Gunther W series represents the cutting edge of intelligent insertion equipment including Gunther Vision camera matching technology.

We have recently added two Bowe Bell and Howell Enduro inserters that are capable of folding and sorting 12,000 pieces of mail per hour each

We have a total daily insertion capacity of 2,237,000 mail pieces.

- Data receipt problems, print or other errors shall be reported to the City of College Station Information Technology Manager immediately upon recognition of issues or errors.

The City's dedicated CSR will immediately notify all parties designated by the City in the event of a problem. After normal business hours the SunGard Help Desk will notify the City.

- SunGard shall establish and maintain quality control procedures to facilitate logging, tracking and checking all items from the time they enter SunGard's system through the time they are transferred for inserting and mailing.

SunGard utilizes a full time quality control staff that is dedicated to the quality assurance of all jobs processed thru SunGard. Shirley McKinnon, Claudia Green, and Elizabeth Thompson are the quality control personnel. The quality control staff is managed by Ray Cargo, Supervisor of Print and Lettershop Operations. The quality control staff is responsible for verifying the integrity of the mail pieces by inspecting each job processed at various stages of the process. The types of inspections performed include:

- 1) Is the print quality acceptable?
- 2) Is the date on the letter correct (example-July 23, 2007)?
- 3) Does information on the letter appear correct and complete
- 4) Are the barcodes and OMR marks in the correct place?
- 5) Did the stager indicate number of envelopes staged?
- 6) Correct statement form used?
- 7) Is the correct letter form used?
- 8) Does the outgoing envelope number match the envelope number on the massmailer?
- 9) Does the outgoing address line up in the windows?
- 10) Does the barcode and sequence number have the allowable clearance?
- 11) Is this a custom envelope and does it match the address on the statement?
- 12) Does the zip list count match the count on the mass mailer?
- 13) Does the start and end sheet numbers match?
- 14) Is a staging sheet with the job?
- 15) Is the mass mailer signed and dated?
- 16) Has the mass mailer been signed and dated by the stager and quality control?
- 17) What is the customer name on the mass mailer? On the letter?
- 18) Are the envelopes sealed properly?
- 19) Has the correct postage been applied?
- 20) Has Quality Control signed the verification that this job is correct?

Completed quality control sheets are maintained along with other job documentation at SunGard for each job completed.

Quality Control-Technology

- 21) During transmittal, header/trailer records will be used to ensure SunGard is in balance with the customer and also assists in insuring the accuracy of transmitted or customer provided data.
- 22) Our Xerox printers are self-monitoring printers and will automatically shut down if the toner level falls below an acceptable level.
- 23) The printer operator offers additional quality control by continuously monitor print quality. Samples are taken of what they are printing every 15 minutes.
- 24) Each document produced by SunGard will contain a 3 x 9 bar code printed in the top right corner of a portrait formatted page. SunGard's insertion equipment reads this

bar code to determine the page length of each statement prior to the statement being folded. The insertion equipment will also read this bar code to determine whether or not each statement will be inserted with additional inserts (i.e. privacy notices, marketing inserts, etc.). Additionally, the insertion equipment has multiple insert stations to be used for selective insertion.

To further ensure 100% accuracy when processing customer documents, SunGard utilizes Bowe Bell & Howell's JetVision Multiview product and Gunther's GuntherVision high-speed camera matching verification systems. This technology is used at the end of every SunGard inserting machine to simultaneously verify multiple regions of interest of the customer envelope. 25) This technology verifies the proper order of the each envelopes 26) sequence number, 27) the return address on document, 28) the use of the correct envelope, 29) and the application of postage or permit indicia. The system shuts down if any of these criteria are incorrect. For example, each statement will be assigned a sequence number which will be printed directly above the name and address of each statement. The camera technology will take a picture of each envelope after the statement has been inserted and the envelope has been sealed. 30) If it detects that a statement is not properly inserted and 31) the sequence number is not visible and inaccurate, the inserting machine will shut down and the operator will need to correct the error and restart the machine.

32) The onsite USPS postal employee certifies the mail was properly prepared and meets all postal requirements by utilizing the MERLIN equipment at the onsite Detached Mail Unit.

SunGard also utilizes scanning and barcode job tracking technology to keep track of where each job is throughout the processing. Customer Service Representatives are able to provide up to date job location information to the City of College Station.

Project Management

- **SunGard shall provide project management services for the coordination of staff and project team members during the course of the project. The City shall perform overall project management and SunGard shall provide a project manager who will support overall project objectives and work with the City project manager and staff.**

The person responsible for coordinating all phases of the implementation will be the Manager of Professional Services. All instructions for Programmers, Graphic Designers and administrative procedures will be coordinated, prioritized and documented by the Manager and his staff. All new applications will be tested prior to migrating into production. When programs and graphic elements are in place, sample print will be generated and sent to customer for approval. After implementation, the Client Implementation Team will process all of the City's production work until there is a consensus from both the City and SunGard that the City is ready to be placed with a dedicated Customer Service Representative. SunGard's Customer Service Manager will schedule a conference call with the City. The Client Implementation Specialist, the Customer Service Manager and dedicated Customer Service Representative will be on the call with the City in order to have a smooth transition over to the customer service

department. During this call, any open issues or other items will be discussed and the goal is to have 100% satisfaction by the City with SunGard's services to date. After transition, the dedicated customer service representative will be the single point of contact with the City

Project Completion and Acceptance Testing

- Upon completion of installation and training, the City and SunGard shall agree in writing on the acceptance test procedures for the system.
- The test plan shall contain a process for the correction of errors, defects and deficiencies including data migrations and reporting.
- Test message changes are perform in a testing platform until signoff is received from the customer, which is then moved into the production environment.
- SunGard shall assist the City in developing an acceptance test plan by providing examples of test plans or templates and providing expertise regarding the scenarios to be tested.

Support and Services

SunGard shall provide the following:

- a. A single point of contact within SunGard's firm, a dedicated Customer Service Representative to the City.
- b. Reference documentation (Implementation Guide)for the billing services provided
- c. Training of City staff required for the implementation of the billing services provided

Information Disclosure

- SunGard and its employees shall not disclose any information regarding customers of the City in the course providing services or access or make use of such information except in the course of in for the purpose of providing the services described in the Scope of Work without the prior written consent of the City.

INSERT AND MAILING SERVICES

Statement Mail Service

- SunGard shall provide mailing envelopes and return envelopes for all mailings.
- The bills and envelopes provided shall be designed to be consistent with billing system requirements and shall meet USPS regulations.

For outgoing material SunGard utilizes env. # 1090, a two window, 24lb white wove envelope with a security window tint

For its remittance portion of the statement, SunGard utilizes env. #1050. a one window 20lb white wove envelope with a security tint.

- SunGard shall prepare all statements for insertion. A reply envelope and a newsletter shall be inserted. Additional inserts are possible.
- All mail shall meet First Class automation rate requirements to obtain the lowest possible postage rates.

SunGard uses software that is certified by the USPS and SunGard adheres to the automated mail specifications of the USPS.

Our electronic preprocessing allows us to group and sort multiple plans based on similar mailing instructions. CASS (Coding Accuracy Support System) improves the accuracy of carrier route, five digit zip, zip plus four and delivery point codes.

For pre-sorting, SunGard uses Mailstream Plus. Mailstream Plus is PAVE (Presort, Accuracy, Validation and Evaluation) which executes postal software to determine sorting accuracy. Both are certified by the USPS. On site at SunGard's facility, the USPS clerk checks every 20th job for sorting accuracy. This procedure is called "DETECT".

The USPS is on-site at our facility 12 hours per day for on-site acceptance of mail.

- To the greatest extent feasible, multiple statements shall be matched by last name and address and inserted into one envelope. Our electronic preprocessing allows us to group and sort multiple plans based on similar mailing instructions.
- SunGard shall process mail through a presort routine which will attach and interface the CASS certified barcode for all qualified pieces and satisfy all documentation requirements of the USPS. All work will then be qualified for appropriate postal discounts and SunGard shall produce the required postage reports.

SunGard's postal software will add the addressing barcode and the zip + 4 extension to get the USPS discounted rates for automation.

- SunGard also has a full service Graphics Department for the creation of newsletters, inserts, billstuffers, flyers, etc.
- SunGard shall complete form 3600 for all mailings. The 3600 details postage qualification and acceptance by the Post Office.
- SunGard will setup and escrow account for the City with 1 month of estimated postage based on the number of statements and letters. Each month SunGard will bill the City for the actual number of pieces processed printed and mailed.
- SunGard shall provide a report detailing the number of envelopes mailed and the amount of postage to the City after each cycle.
- SunGard shall guarantee that the completed work will reach the on-site United States Postal Service (USPS) each cycle.

We have onsite mail acceptance by the USPS. We are the USPS' largest customer in the state of Alabama. The USPS has an office at SunGard that accepts our mail making it ready for immediate delivery into the mailstream. They accept our mail from 10:00 am until 10:30 pm Monday – Friday. They also accept our mail for 8 hours on Saturday. All SunGard mail is worked on site and is ready for immediate delivery to its final destination. This allows SunGard to bypass traditional mail handling facilities. Once it is processed by a postal representative at SunGard, mail traveling less than 500 miles is sent directly to the mail trucking facility and mail traveling more than 500 miles is taken directly to the airport. In addition, mail is taken to the USPS trucking facility and the airport 3 times each day.

Customers receive e-mail notification. This provides detailed information regarding their most recent mailings sent by SunGard EXP-Mailing. Refer to below example.

Mailed Notification

Job 09073212WRH0009 was received by SMS on 9/18/2006 and assigned a due date of 9/19/2006 .

The following components of this job mailed on 9/19/2006.

Ref#: 09073212WRH00090Alt	GVEA 0412	Quantity: 17773
---------------------------	--------------	-----------------

1 Name:
MAKE SURE JOB BALAN ES FILE 01 EE= 267

Ref#: 09073212WRH00090Alt	GVEA 0412	Quantity: 8
---------------------------	--------------	-------------

2 Name:
MAKE SURE JOB BALANCES FILE 01 6+

The total number of pieces that mailed/shipped for JOB 09073212WRH0009 was 17781.

- Material receipt problems, insert or other errors shall be reported to the City of College Station Information Technology Manager immediately upon recognition of issues or errors
All Materials received at SunGard are carefully inspected for damages, weighed for count accuracy and assigned a unique identifying number.
- SunGard shall establish and maintain quality control procedures to facilitate logging, tracking and checking all items from the time they enter SunGard's system through the time they are transferred for mailing.

TAB D

REFERENCES

Washington Gas
Keith Christian (703)750-5870
6801 Industrial Road Springfield, VA 22152
Since 2002-current
1 million statements per month
Personalized addressing and variable information per statement

Birmingham Water
Billy Patterson (205) 244-4121
Project Manager
3600 1st Ave North, Birmingham, AL 35214
200,000 statements per month

City of Vero Beach
Gloria Lynn (772)978-4750
1053 20th Place Vero Beach, FL 32960
Since 2000-current
20,000 statements per month/ 240,000 annually
Personalized addressing and variable information per statement

TAB E

Attached
Certification
Acknowledgement of Addenda
Willingness Statement

Exhibit B

INSURANCE REQUIREMENTS

CRC 3/16/00
Contract No. 07-084
3/2/07

CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

CRC 3/16/00

Contract No. 07-084

3/2/07

Claims made policies are *acceptable on this line of coverage**

Must have an *Extended Reporting Period Endorsement**

Pollution Liability

Coverage Limit minimum \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than **\$5million** per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

CRC 3/16/00
Contract No. 07-084
3/2/07

Exhibit "B"

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract;

- (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
 - (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.
5. **Commercial (General) Liability** requirements:
- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
 - (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
 - (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
 - (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
 - (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.
6. **Business Automobile Liability** requirements:
- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
 - (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
 - (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
 - (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.
7. **Workers' Compensation Insurance** requirements:
- (a) **Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor**

does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- (b) The worker's compensation insurance shall include the following terms:
- (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office

supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification

codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division

of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

Exhibit C

CERTIFICATES OF INSURANCE

CRC 3/16/00
Contract No. 07-084
3/2/07

MARSH

CERTIFICATE OF INSURANCE

Consent Item 2h

CERTIFICATE NUMBER
CLE-000977885-11**PRODUCER**Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: Contract.ReviewCSS@marsh.com Fax: 212-948-1306

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A LIBERTY MUTUAL FIRE INSURANCE COMPANY **A XV**

COMPANY

B N/A

COMPANY

C LIBERTY INSURANCE CORPORATION **A XV**

COMPANY

D

669365-SUNGA-GAWU-06-07 HTE GL

INSUREDSUNGARD DATA SYSTEMS INC.,
ITS COMPANIES AND SUBSIDIARIES
680 E. SWEDESFORD ROAD
WAYNE, PA 19087**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 3

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TB2-631-508221-046	05/01/06	05/01/07	GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	AS2-631-508221-056 (AOS)	05/01/06	05/01/07	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	DEDUCTIBLES: COMP:\$1000 PPT, HIRED PPT, LT TRUCK/ \$3000 OTHER			BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-63D-508221-016 (AOS)	05/01/06	05/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		WC7-631-508221-026 (AZ)	05/01/06	05/01/07	EL EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL DISEASE-POLICY LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CITY OF COLLEGE STATION IS INCLUDED AS ADDITIONAL INSURED EXCEPT FOR WORKERS COMPENSATION. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDERCITY OF COLLEGE STATION
1101 TEXAS AVENUE
COLLEGE STATION, TX 77842**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Mary Radaszewski *Mary Radaszewski*

MM1(3/02)

VALID AS OF: 03/30/07

**Thursday, April 12, 2007
Consent Agenda
Appoint Election Judges**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion of resolution appointing election officials to serve in the May 12, 2007 City of College Station general and special election, CSISD general and special election, and Brazos County statewide constitutional amendment election.

Recommendation: Approve as presented.

Summary: The City Council is the appointing authority to designate election officers. The attached resolution contains the names of personnel who have committed to serve on Election Day, Saturday, May 12, 2007.

Budget Summary: Funds available in City Secretary budget.

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BRAZOS COUNTY, STATE OF TEXAS, APPOINTING THE ELECTION OFFICIALS FOR THE MAY 12, 2007, GENERAL AND SPECIAL ELECTIONS, SETTING THE RATE OF PAY AND THE MAXIMUM NUMBER OF CLERKS FOR EACH POLLING PLACE.

WHEREAS, on February 8, 2007, the City Council of the City of College Station ordered a general election for the purpose of electing a Mayor and a special election for the purpose of filling an unexpired term for City Council Place 1, now, therefore,

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

PART 1: That the following registered voters of College Station, Texas, shall be and are hereby appointed to serve in said elections:

City/School Precincts	CSISD Precincts	Polling Place Locations	Presiding and Alternate Judges
	1, 2A, 82	Wellborn Community Center 4119 Greens Prairie Road	Presiding Judge: Laura Holmes Alternate Judge: Verda Beasley
8	8	South Knoll Elementary School 1220 Boswell	Presiding Judge: Karen Tohkubbi Alternate Judge: Sylveria DeLeon
9	9	College Station Conference Center 1300 George Bush Drive	Presiding Judge: Mary Schmidt Alternate Judge: Connie Dodd
10A, 10B, 34	10A, 10B, 34	College Station City Hall 1101 Texas Avenue	Presiding Judge: Charlotte Bergstad Alternate Judge: Evelyn Wells
20	20	Memorial Student Center Joe Routt Blvd. TAMU Campus	Presiding Judge: Bill Vance Alternate Judge: Olga Perez
21	21	Saint Mary's Catholic Church 603 Church Street	Presiding Judge: Robert Bruce Alternate Judge: Charles Frazer
24	24	College Hills Elementary School 1101 Williams	Presiding Judge: Linda Isakeit Alternate Judge: Vicente Gonzales
68	28B, 68	Peach Creek Community Center Peach Creek Road	Presiding Judge: Mary Ann Crenshaw Alternate Judge: Carol Williams
31	31	A&M Consolidated High School 1801 Harvey Mitchell Parkway So.	Presiding Judge: Jean McDermott Alternate Judge: Sally Coble
32	32	College Station Public Library 1818 Harvey Mitchell Parkway South	Presiding Judge: Steve Milam Alternate Judge: Jean Cangelose

Resolution No. _____
Election Judges

33, 72, 74	29, 33, 62, 64, 72, 74	Lincoln Center 1000 Eleanor	Presiding Judge: Andre Mae Steen Alternate Judge: Cathy Banks Watson
2C, 35A, 35B	2C, 35A, 35B	College Station ISD Adm. Bldg. 1812 Welsh	Presiding Judge: Dixie Tracy Alternate Judge: Mike Sustaita
2B, 39	2B, 39	Rock Prairie Elementary School 3400 Welsh	Presiding Judge: Don Scherr Alternate Judge: Gene Charlton
40	40	Aldersgate Methodist church 2201 Earl Rudder Freeway South	Presiding Judge: Jean Hall Alternate Judge: Bill Donaldson
41	41, 28A, 42	Christ United Methodist Church 4201 State Highway 6 South	Presiding Judge: Ralph Postelwait Alternate Judge: Carol Postelwait
80	80	Cypress Grove Intermediate School 900 Graham Road	Presiding Judge: Terri Miller Alternate Judge: Nancy Valdez-Vivas

PART 2: That the Presiding Judge of the Early Voting Ballot Board shall be Kay Parker. She shall appoint two clerks or more to count the early ballots and perform other duties as assigned by the Election Code.

PART 3: That the City Council hereby authorizes the City Secretary to appoint substitute elections judges in the event individuals appointed herein are unable to fulfill their duties.

PART 4: That the Council Chambers in the College Station City Hall is hereby established as the Central Counting Station to receive ballots for said election. The ballots shall be tabulated and returned to the office of the City Secretary for the required retention period. The following persons are hereby authorized and appointed as persons employed and designated to handle the ballots, operate the tabulating equipment, count the ballots, and be present in the Central Counting Station.

- Central Counting Station Presiding Judge: Kay Parker
- Central Counting Station Manager: City Secretary Connie Hooks
- Tabulation Supervisor: Tracy Price
- Tabulation Assistant: Tim Clark
- Clerks: to be named by Presiding Judge
- Consultant for Texas Voting Systems, Inc., and Hart Intercivic
- Executive Assistant to CSISD Superintendent: Beth French
- Brazos County Clerk Karen McQueen or designee

PART 5: That, in accordance with Section 32.091 of the TEXAS ELECTION CODE, the judges and clerks shall be paid \$8.00 per hour and the presiding judge shall receive an additional \$25.00 for delivery of returns to Central Counting Station. There shall be a minimum of three and no more than four officials at each polling place.

Resolution No. _____
Election Judges

PART 6: That this resolution shall take effect immediately from and after its passage.

ADOPTED this the 12th day of April, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks

APPROVED:



City Attorney

**Thursday, April 12, 2007
Consent Agenda
Interlocal Agreement Election**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding the approval of an Interlocal agreement between the City of College Station, CSISD, and Brazos County for the City's management of special statewide constitutional amendment election to be held on May 12, 2007.

Recommendation(s): Approve as presented.

Summary: Governor ordered special statewide election for the purpose of submitting a proposition on the May 12, 2007 election. The amendment states: "The constitutional amendment authorizing the legislature to provide for a reduction of the limitation on the total amount of ad valorem taxes that may be imposed for public school purposes on the residence homesteads of the elderly or disabled to reflect any reduction in the rate of those taxes for the 2006 and 2007 tax years."

The proposition will be on the joint ballot with slate of City of College Station and CSISD candidates, and CSISD bond proposition.

Budget & Financial Summary: City of College Station will pay for 1/3 of the cost of the May 12, 2007 general and special election for precincts within the City of College Station.

Attachments:
Interlocal agreement

INTERLOCAL GOVERNMENT AGREEMENT
Joint Election

AN INTERLOCAL AGREEMENT BETWEEN THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, THE BOARD OF TRUSTEES OF COLLEGE STATION INDEPENDENT SCHOOL DISTRICT AND BRAZOS COUNTY ORDERING A SPECIAL ELECTION TO BE HELD IN SAID CITY AND SCHOOL DISTRICT ON MAY 12, 2007; FOR THE PURPOSE OF A STATE-WIDE CONSTITUTIONAL AMENDMENT ELECTION, AND PROVIDING PROCEDURES RELATING TO THE CONDUCT OF SAID ELECTIONS.

WHEREAS, the City of College Station will conduct a general municipal election and a special municipal election on Saturday, May 12, 2007, and shall also administer the College Station Independent School District general and special election on May 12, 2007, through interlocal agreement; and,

WHEREAS, the Texas Legislature has ordered that a state-wide Constitutional amendment election be held on May 12, 2007; and,

WHEREAS, Section 271.002(c) of the Texas Election Code authorizes more than one political subdivision to hold joint elections; and,

WHEREAS, the City of College Station, College Station Independent School District and Brazos County will hold elections on the same day; to-wit: May 12, 2007; and,

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

BE IT JOINTLY RESOLVED that a joint election will be held by the City, School District, and Brazos County under the following terms and conditions, and the parties hereto agree with said conditions:

- PART 1: That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the three entities.
- PART 2: That there shall be one set of voting equipment to be used at the common polling places.
- PART 3: That election forms to be used and records to be maintained be combined in a manner convenient and adequate to record and report the results of the election for the City, School and County.
- PART 4: That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the three entities.
- PART 5: That each entity shall be responsible for the preparation, publication and Spanish translation of its own Notice of Election and order of Election.

PART 6: That Brazos County will be responsible for the Spanish translation of the ballot relative to the Constitutional amendment.

PART 7: That the implementation, conduct, and management of said election shall be by the City Secretary, City of College Station. The City Secretary, City of College Station, is hereby designated as the Chief Election Official and Joint Early Voting Clerk for the three entities for the election to be held on May 12, 2007. The implementation, conduct and management of the election shall include, but not be limited to:

- A. The securing of qualified individuals to serve as election judges for each polling place, except for those polling locations outside the city limits.
- B. The securing of election materials and supplies requisite to the proper administration of the elections, and the programming and preparation of Direct Recording voting equipment to be used in the election.
- C. The securing of a contract with Texas Voting Systems, Inc. for election services and supplies.
- D. City shall be responsible for conducting joint early voting by personal appearance and by mail, with the College Station Municipal building serving and the main location for early voting by personal appearance.
- E. City shall serve as general custodian of election records in the joint election.

PART 8: Election expenses incurred as the result of the services rendered by the City in the May 12, 2007 election shall be apportioned as follows:

- A. The City will first fund all costs in full, other than the publication of each entity's Notice of Election.
- B. Brazos County will reimburse the City of College Station for certain costs as follows:

For all costs incurred for polling places, election workers, and other expenses associated with polling locations outside the city limits of College Station. Brazos County and CSISD shall each fund one-half (1/2) of the costs associated with those rural precincts.

Each entity shall fund its share of the expenses of polling places within the City limits, when that entity has items appearing on the ballot for that precinct (one-third) (1/3) each where the City, the County and CSISD all have items appearing on the ballot in that precinct; one-half (1/2) each where only the City and County have items appearing on the ballot.

One-third (1/3) of the cost of publication of all jointly required notices.

One-third (1/3) of the cost of rental of the usual and customary amount of DRE voting equipment typically used in a regular City/School District election, election supplies, election worker training session, Early Ballot Board, Central Counting Station, and the tabulation supervisor and data processing manager.

In addition, Brazos County agrees to provide free of charge additional DRE voting equipment, above the usual and customary amount typically used in a regular City/School District election, that will be needed in anticipation of a higher than usual voter turnout due to the Constitutional amendment to be added to the May ballot.

PART 9: Said elections shall be held in the following election precincts, and voting shall be conducted at the polling places shown below:

BRAZOS COUNTY PRECINCTS

<u>City Precincts</u>	<u>CSISD Precincts</u>	<u>Polling Places</u>
	1, 2A, 82	Wellborn Community Center 4119 Greens Prairie Road
8	8	South Knoll Elementary School 1220 Boswell
9	9	College Station Conference Center 1300 George Bush Drive
10A, 10B, 34	10A, 10B, 34	College Station City Hall 1101 Texas Avenue
20	20	Memorial Student Center Joe Routt Blvd. TAMU Campus
21	21	Saint Mary's Catholic Church 603 Church Street

24	24	College Hills Elementary School 1101 Williams
68	28B, 68	Peach Creek Community Center Peach Creek Road
31	31	A&M Consolidated High School 1801 Harvey Mitchell Parkway South
32	32	College Station Public Library 1818 Harvey Mitchell Parkway South
33, 72, 74	29, 33, 62, 64, 72, 74	Lincoln Center 1000 Eleanor
2C, 35A, 35B	2C, 35A, 35B	College Station ISD Adm. Bldg. 1812 Welsh
2B, 39	2B, 39	Rock Prairie Elementary School 3400 Welsh
40	40	Aldersgate Methodist church 2201 Earl Rudder Freeway South
41	41, 28A, 42	Christ United Methodist Church 4201 State Highway 6 South
80	80	Cypress Grove Intermediate School 900 Graham Road

PART 10: Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the general and special elections shall be April 30, 2007 through May 8, 2007. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Joint Early Voting Clerk for said elections shall be the City Secretary. She shall determine the number of election workers to hire and arrange for training of all election workers and assign to three early voting locations. The Election Coordinator for the College Station Independent School District shall serve as Regular Early Voting Clerk in said elections. The main early voting polling place by personal appearance shall be in City Hall, 1101 Texas Avenue, College Station, Texas. Two branch early voting locations shall be designated for these elections.

Main Early Voting Location: College Station City Hall
1101 Texas Avenue
College Station, Texas
8:00 am to 5:00 pm April 30 – May 4, 2007
12:00 pm to 8:00 pm May 5 - 6, 2007
7:00 am to 7:00 pm May 7 - May 8, 2007

Branch Location: College Station School District Administration Bldg.
1812 Welsh
College Station, Texas
8:00 am to 5:00 pm April 30 – May 4, 2007
7:00 am to 7:00 pm May 7 - May 8, 2007

Branch Location: Post Oak Mall
1500 Harvey Road
College Station TX
12:00 pm to 8:00 pm April 30 – May 8, 2007

PART 11: Each entity shall be responsible for any necessary submissions to the U.S. Department of Justice for preclearance under the Federal Voting Rights Act and giving notice of their election in a newspaper of general circulation.

PART 12: The City Manager or his designee is hereby authorized to negotiate and execute an election services contract with Texas Voting Systems for services in connection with the joint election with the City of College Station, College Station Independent School District, and Brazos County.

PART 13: Elections called by this interlocal agreement shall be held in accordance with the requirements for bilingual elections as set forth in the Voting Rights Act amendments for 1975 (42USC 1973aa-1a) and in Section 272.001 of the Election Code. All election forms and materials shall be printed in both English and Spanish, and bilingual oral assistance shall be made available within the requirements of the law.

PART 14: This interlocal agreement shall take effect immediately from and after its passage.

PASSED AND APPROVED this 12th day of April, 2007.

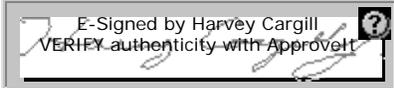
ATTEST:

APPROVED:

City Secretary Connie Hooks

Mayor Ron Silvia

APPROVED:



City Attorney

ILA City of College Station/CSISD/County
May 12. 2007

ADOPTED by the Board of Trustees of the College Station Independent School District
this _____ day of April, 2007.

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT:

Tim Jones, Board President

Randall Pitcock, Board Secretary

BRAZOS COUNTY:

Karen McQueen, County Clerk



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Workshop Meeting
Thursday, March 22, 2007 at 3:00 pm
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Council members, Happ, McIlhaney, Scotti, Ruesink

COUNCIL MEMBER ABSENT: Gay

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Mayor Silvia called the meeting to order at 3:00 pm

Workshop Agenda Item No. 1 -- Presentation, possible action, and discussion on items listed on the consent agenda.

Consent Agenda Item No. 2a – Presentation, possible action, and discussion regarding a resolution supporting the construction of the I-69 and the East West Corridor (I-14) and requesting the expansion of the corridors’ study areas to include Brazos County.

Council member Happ recommended the language about the east west corridor I-14 be deleted from the resolution. This area has not been discussed at the Transportation Committee meetings.

Consent Agenda Item No. 2g – Presentation, possible action, and discussion regarding the racial profile report required annually by Senate Bill 1074, of the Texas 77th legislative session.

Mayor Pro Tem White commended Police Chief Clancey on the report and suggested placing the information on the City of College Station Website.

Workshop Agenda Item No. 2 -- Presentation, possible action and discussion regarding Tourism and Security.

Chief of Police Michael Clancey introduced this item and Dr. Peter Tarlow. Dr. Tarlow presented an overview of his consulting work related to the Tourism and Security Industry. He consults various levels of governmental entities. He described the importance of these ongoing efforts by local officials:

- ✓ Roll Call Training for officers - observance on latest trends.
- ✓ Designate a department liaison with the Convention and Visitors Bureau – observance on upcoming events.
- ✓ Emphasizing the need to be familiar with Hotel/Motel management staff within their assigned beats.

No formal action was taken.

Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding an update on a proposed Red Light Camera program for the City of College Station.

Assistant Director of Fiscal Services Cheryl Turney described the Red Light Photo Enforcement goals and objectives, team evaluation of five vendors, survey sites, timeline, public awareness campaign, and Legislation. She presented a video clip of various intersections within the City of College Station depicting red light violations.

Ms. Turney noted that an ordinance, contract and TxDOT amended maintenance agreement would be presented to the City Council for approval in May 2007.

No formal action was taken.

Council recessed for a short break at 4:20 p.m. and reconvened the workshop meeting at 4:35 p.m.

Workshop Agenda Item No. 4 – Presentation, possible action, and discussion regarding public skateboard park facilities.

Director of Parks and Recreation Steve Beachy summarized the history of this topic. He presented photos illustrating various types of skateboard facilities, requirements, design, construction and equipment. Mr. Beachy pointed out the maintenance requirements, liability and risk. He noted that there is a demand for such a facility of this type within the City of College Station.

After a brief discussion, Council directed staff to solicit input from the Parks and Recreation Board, determine a suitable location, consider maintenance cost, etc. and bring this item back to Council at a future meeting.

Workshop Agenda Item No. 5 – Council Calendars

- | | |
|--------|--|
| Mar 24 | KEOS Community Radio Ribbon Cutting and Open House – Noon – 1:30 p.m. 202 Carson Street – Bryan |
| Mar 24 | Persian New Year Celebration – Blinn College E Building Banquet Room 8:00 p.m. – 9:30 p.m. – proclamation |
| Mar 26 | Reception for Director of Planning & Development Services Candidates – Council Chambers – 5:00 p.m. – 7:00 p.m. |
| Mar 28 | 10 Annual M.B. Zale Visionary Merchant Lecture and Awards Mays Business School – Ray Auditorium – 11:30 a.m. – 2:00 p.m. |
| Mar 29 | TML Region X March Meeting – City of Kyle City Hall 100 W. Center Street 7:30 p.m. – 9:00 p.m. |
| Apr 3 | Annual CSPD Awards Banquet – Pebble Creek Country Club – 6:30 p.m. – 9:00 p.m. |

- Apr 4 Be a Good Neighbor Block Party – Gabbard Park – 5:00 p.m.
- Apr 6 Holiday – Offices Closed
- Apr 11 Steeplechase Park Open House 5:30 p.m.
- Apr 12 City Council Workshop and Regular Meeting 3:00 p.m. and 7:00 p.m.
- Apr 13 Brazos Valley Troupe presents a Dual Duck Roast for Mayor Silvia and Mayor Wentrcek – Hilton – 6:30 p.m. – 9:00 p.m.
- Apr 16 Intergovernmental Committee Meeting – Bryan ISD – Noon
- Apr 17 Council Transportation Committee Meeting – Administrative Conference Room – 4:30 p.m. – 6:00 p.m.
- Apr 18 Oaks Park Open House – 5:30 p.m.
- Apr 19 Wolf Pen Creek Building Dedication – 3:00 p.m. - 5:00 p.m.
- Apr 26 18th Annual Local Govt. Seminar – Austin, Texas – 8:00 a.m.
- Apr 26 City Council Workshop and Regular Meeting – 3:00 p.m. and 7:00 p.m.
- Apr 27 Arbor Day Celebration and Veterans Park Phase II (American Mile) – Noon – 2:00 p.m.

Council reviewed their upcoming events.

Workshop Agenda Item No. 6 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting

Council member Happ requested a workshop agenda item to discuss the feasibility of public improvement districts. Council member Ruesink seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink
 AGAINST: None
 ABSENT: Gay

Council member Happ requested a workshop agenda item for information about the historic home projects. Council member Ruesink seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink
 AGAINST: None
 ABSENT: Gay

Council member Ruesink requested a workshop agenda item for an overview of public improvement projects. Mayor Pro Tem White seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink
 AGAINST: None
 ABSENT: Gay

Workshop Agenda Item No. 7 -- Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation

Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

Councilmember Happ reported on the recent meeting of the College Station Transportation Committee.

Mayor Pro Tem White provided an update from the Intergovernmental Committee Meeting.

Council member Scotti provided information discussed at the Research Valley Partnership meeting.

Mayor Silvia made comments from his attendance of the Metropolitan Planning Organization special meeting.

Workshop Agenda Item No. 8 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

At 5:45 p.m., Mayor Silvia announced in open session that the City Council would convene into executive session pursuant to Sections 551.071 and 551.087 of the Open Meetings Act to seek the advice of our attorney and to consider economic development negotiations.

Consultation with Attorney {Gov't Code Section 551.071}; The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)

TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.

TXU Lone Star Gas Rate Request.

Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility District*

Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division,

College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division,

JK Development v. College Station

GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation

GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy

Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Cause No. 06-000703-CV-85, *Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.*

Sewer CCN request.

Legal aspects of Lease Agreements for No. 4 Water Well and possible purchase of or lease of another water site from City of Bryan

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v.*

College Station

Cause No. 06-002318-CV-272, 272nd Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas, and Does 1 through 10, inclusive.*

Cause No. 484-CC, County Court at Law No. 2, Brazos County, Texas, *City of College Station v. Canyon Creek Partners, Ltd. and First Ag Credit, FLCA.*

Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*

Discussion of legal rights and obligations of contract with Arts Council.

Bed and Banks applications for College Station and Bryan

Economic Incentive Negotiations {Gov't Code Section 551.087}

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

Spring Creek Business Park

Workshop Agenda Item No. 9 -- Final Action on executive session, if necessary.

At 6:55 pm, Council returned from executive session. No action was taken.

Workshop Agenda Item No. 10 -- Adjourn.

Hearing no objections, the meeting adjourned at 6:56 pm on Thursday, March 22, 2007.

PASSED and APPROVED on 12th day of April, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Regular Meeting
Thursday, March 22, 2007 at 7:00 pm
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Council members, Happ, McIlhaney, Scotti, Ruesink

COUNCIL MEMBER ABSENT: Gay

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation, Consider absence requests.

Mayor Silvia called the meeting to order at 7:03 pm. He led the audience in the Pledge of Allegiance. Council member Happ moved to approve Council member Gay’s absence request. Mayor Pro Tem White seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink

AGAINST: None

Hear Visitors Jessica Guidry invited the public to attend the Northgate Music Festival.

Consent Agenda

Council member Happ moved to approve consent agenda items 2a – 2i, deleting the reference to Consent Item 2a, east /west corridor I-14. Council member McIlhaney seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Gay

2a. Approved by common consent **Resolution No. 3-22-2007-2a** supporting the construction of the I-69 and the East West Corridor (I-14) and requesting the expansion of the corridors’ study areas to include Brazos County. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REQUESTING THAT: (1) THE STUDY AREA FOR THE TTC-69 BE EXPANDED TO INCLUDE BRAZOS COUNTY; (2)

THE PROPOSED TTC 69 ROUTE ENTER BRAZOS COUNTY; AND (3) THE PROPOSED EAST WEST CORRIDOR INCLUDE BRAZOS COUNTY.

2b. Approved by common consent **Ordinance No. 2966** amending Chapter 10, "Traffic Code," to restrict parking on both sides of Victoria Avenue between Rock Prairie Road and SH 40 (William D. Fitch Parkway), so bike lanes can be added.

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY.

2c. Approved by common consent the renewal of an annual price agreement for Janitorial Supplies, bid #06-44, in the amount of \$54,498.31.

2d. Approved by common consent **Resolution No. 3-22-2007-2d** determining the public necessity to acquire right-of-way and easement interests for the Rock Prairie Road Widening Design and ROW Project.

A RESOLUTION OF THE CITY COUNCL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, RIGHT-OF-WAY AND EASEMENT INTEREST IN CERTAIN PROPERTY FOR THE ROCK PRAIRIE ROAD WIDENING PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

2e. Approved by common consent a contract with Information Station Specialists for the purchase and construction of a secondary low power AM emergency advisory radio transmitter and flashing beacons and associated radio and solar power units for advisory signs in an amount not to exceed \$82,980.

2f. Approved by common consent the second reading of an ordinance approving a non-exclusive gas and oil gathering franchise agreement with Energy Transfer Corporation.

2g. Approved by common consent racial profile report required annually by Senate Bill 1074, of the Texas 77th legislative session.

2h. Approved by common consent a bid award for the purchase of various padmount transformers maintained in inventory to HD Supply for \$43,050.00 and KBS Electrical for \$16,875.00 for total expenditures of \$59,925.00. Bid #07-57

2i. Approved by common consent minutes for the College Station City Council Workshop and Regular Meeting of March 8, 2007.

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for one 5-acre lot from Single Family Residential Medium Density to Planned Development, located at 1850 William D. Fitch Parkway.

Council members considered Regular Agenda Item No. 1 and Regular Agenda Item No. 2 collectively.

Staff Planner Crissy Hartl noted that the Planning and Development Services received a letter from the applicant requesting that the current application remain active and this item be remanded back to the Planning and Zoning Commission for further discussion of both the comprehensive plan amendment the rezoning request including site details.

Council member Happ moved to refer Regular Agenda Item No. 1 and Regular Agenda Item No. 2 back to the Planning and Zoning Commission for further discussion of both the comprehensive plan amendment and the rezoning request including site details. Mayor Pro Tem White seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Gay

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning one 5-acre lot from A-O (Agricultural Open) to PDD (Planned Development District), located at 1850 William D. Fitch Parkway.

Refer to Regular Agenda Item No. 1.

Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Single Family Residential, High Density to a mix of Neighborhood Retail, Residential Attached, and Planned Development for 110 lots on 89.563 acres of the property generally surrounded by FM 2818, Holleman Drive West, Jones Butler Road, and Luther West.

Staff Planner Lindsay Boyer presented a staff report regarding the rezoning application. The Planning and Zoning Commission and staff recommenced approval of the proposed ordinance.

Mayor Silvia opened the public hearing.

Michael Wild, 601 Luther West, spoke in favor of the proposed ordinance amending the Comprehensive Land Use Plan.

Mayor Silvia closed the public hearing.

Mayor Pro Tem White moved to approve **Ordinance No. 2967** amending the Comprehensive Land Use Plan from Single-Family Residential High Density to a mix of Neighborhood Retail, Residential attached, and Planned Development for 110 lots on 89.563 acres located on FM 2818, Holleman Drive West, Jones Butler Road, and Luther West.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Gay

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE LAND USE PLAN, FOR THE AREA GENERALLY SURROUNDED BY FM 2818, HOLLEMAN DRIVE WEST, JONES BULTER ROAD, AND LUTHER WEST,

PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE. The 89.563 acres generally surrounded by FM 2818, Holleman Drive West, Jones Butler Road, and Luther West is amended from Single Family Residential - High Density to Residential Attached, Planned Development and Retail Neighborhood.

Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning .52 acres from R-1 (Single-Family Residential) to R-4 (Multi-Family Residential), located at 701 Luther Street West.

Staff Planner Lindsay Boyer provided an overview of the proposed ordinance. The Planning and Zoning Commission and staff recommended approval of the rezoning request. Ms. Boyer noted that the Planning and Zoning Commission request that the proposed rezoning and the neighboring property share one access.

Mayor Silvia opened the public hearing.

The following citizens addressed the City Council regarding the proposed rezoning.

Michael Wild, 601 Luther West
Sandra Novosad, property owner

Mayor Silvia closed the public hearing.

Mayor Pro Tem White moved to approve **Ordinance No. 2968** rezoning .52 acres from R-1 Single-Family Residential to R-4 Multi-Family Residential, located at 701 Luther Street West. Council member Happ seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink
AGAINST: None
ABSENT: Gay

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; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Regular Agenda Item No. 5 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.13 acres from C-1 (General Commercial) to R-4 (Multi-Family) and A-O (Agricultural Open) located at 1505 University Drive, just north of Home Depot.

Planning Administrator Molly Hitchcock described this item. The Planning and Zoning Commission heard this item on March 1, 2007. At that meeting, a motion to recommend denial of the rezoning request failed by a vote of 3-4. Staff recommended approval of the proposed rezoning.

Mayor Silvia opened the public hearing.

The following citizen addressed the City Council regarding the proposed rezoning.

Robert Todd, 2902 Burning Tree, Bryan

Mayor Silvia closed the public hearing.

Council member Happ moved to approve **Ordinance No. 2969** rezoning 3.13 acres from C-1 General Commercial to R-4 Multi-Family and A-O Agricultural Open located at 1505 University Drive. Council member Scotti seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Gay

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 BOUDARIES AFFECTING CERTAIN PROPERTIES; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Regular Agenda Item No. 6 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning 1.996 acres from A-O (Agricultural Open) to A-OR (Rural Residential), located at 3105 Freneau Drive.

Acting Director of Planning and Development Services Lance Simms described the proposed ordinance rezoning 1.996 acres from A-O Agricultural Open to A-OR Rural Residential, located at 3105 Freneau Drive. The Planning and Zoning Commission and staff recommended approval of the proposed rezoning.

Mayor Silvia opened the public hearing.

The following citizen addressed the City Council regarding the proposed rezoning.

Chris Galindo, 3107 Rolling Glen, Bryan

Mayor Silvia closed the public hearing.

Mayor Pro Tem White moved to approve **Ordinance No. 2970** rezoning 1.996 acres from A-O Agricultural Open to A-OR Rural Residential, located at 3105 Freneau Drive. Council member Happ seconded the motion, which carried unanimously 6-0.

FOR: Silvia, White, Happ, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Gay

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; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Regular Agenda Item No. 7 -- Presentation, possible action, and discussion regarding approval of a memorandum of understanding to sell the Spring Creek Business Park tract.

Deputy City Manager Terry L. Childers noted that the City of College Station has been approached to consider selling the Spring Creek Business Park tract to St. Joseph Health System to develop the tract as a medical district related development. Staff produced a Memorandum of Understanding for Council consideration regarding the potential sale of Spring Creek Business Park tract. Mr. Childers recommended the language "title commitment" be added to Item 2b in the Memorandum of Understanding.

Council member Happ moved to approve the Memorandum of Understanding with the proposed changes to Item 2b, Memorandum of Understanding. Council member Scotti seconded the motion, which carried by a vote of 5-0-1.

FOR: Silvia, Happ, McIlhaney, Scotti, Ruesink
AGAINST: None
ABSENT: Gay
ABSTAINED: White

Regular Agenda Item No. 8 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for March 22, 2007.

At 8:06 pm, Mayor Silvia announced in open session that the City Council would reconvene into executive session pursuant to Sections 551.071 and 551.087 of the Open Meetings Act, to seek the advice of our city attorney and economic development negotiations.

Regular Agenda Item No. 9 -- Final action on executive session, if necessary.

Council concluded executive session at 9:10 pm. No action was taken.

Regular Agenda Item No. 10 --Adjourn.

Councilmember Scotti made the motion to adjourn at 9:10 pm, Thursday March 22, 2007. Councilmember Happ seconded the motion which carried unanimously, 6-0, Councilmember Gay absent.

PASSED AND APPROVED this 12th day of April, 2007.

ATTEST:

APPROVED:

City Secretary Connie Hooks

Mayor Ron Silvia



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Consent Item 2k
Council Members
John Happ
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

MINUTES
COLLEGE STATION CITY COUNCIL
AND CEMETERY COMMITTEE
JOINT MEETING
Thursday, February 1, 2007, 11:30 AM
Council Chambers
1101 Texas Avenue

- Council Present:** Ron Silvia, Mayor; Ben White, Mayor Pro-tem, Council Member Place 1; John Happ, Council Member Place 2; Ron Gay, Council Member Place 3; Lynn McIlhaney, Council Member Place 4; Chris Scotti, Council Member Place 5; David Ruesink, Council Member Place 6
- Members Present:** Sarah Adams, Chairperson; Randy Matson; David Chester; Joe Wallace; Don Braune; Kevin Myers; James Batenhorst; R.C Slocum; Weldon Kruger
- Members Absent:** Virginia Reese
- Staff Present:** Ross Albrecht, Forestry Superintendent; Steve Beachy, Director; Ric Ploeger, Assistant Parks & Recreation Director; Glenn Brown, City Manager; Terry Childers, Deputy City Manager; Kathy Merrill, Assistant City Manager; Courtney Kennedy, Budget & Management Analyst; Becky Nugent, City Communications Director; Phillip Guillen, Assistant Director, Fiscal Service; Connie Hooks, City Secretary; Vonn Casares, Assistant City Secretary; Amanda Putz, Parks Secretary; Jeff Kersten, Chief Financial Officer; Harvey Cargill, City Attorney
- Visitors Present:** Michael Martin, Project Manager - Edwards & Kelcey
Suzette Stoler - Edwards & Kelcey
Dick Birdwell, 3 Forest Dr., College Station, TX

1. **Call to order:** The meeting was called to order at 11:40 a.m.
2. **Presentation, possible action, and discussion on the proposed Master Plan and Phase I concepts for the new municipal cemetery.**

Cemetery Committee Chairman Sarah Adams gave a brief status report of the project to date. Michael Martin and Suzette Stoler from Edwards and Kelcey presented a display of power point slides depicting the conceptual Master Plan.

Numerous questions were raised by Councilmembers about the conceptual plan. Concerns related to sufficient parking, maintenance, security, financial assistance from TAMU.

Councilmember McIlhaney made a motion to approve the conceptual master plan as presented and direct the Cemetery Committee and staff to begin working on the schematics design and report back to the Council regarding the proforma. Councilmember Gay seconded the motion which carried unanimously, 7-0.

Hearing no objection, the meeting adjourned at 1:15 pm.

PASSED AND APPROVED this 12th day of April, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

MINUTES
COLLEGE STATION CITY COUNCIL
Mini Retreat Session
Tuesday, February 27, 2007
Carter Creek Wastewater Treatment Plant
College Station, Texas

COUNCILMEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Councilmembers Happ, Scotti, Gay, Ruesink, McIlhaney, Scotti

STAFF PRESENT: City Manager Brown, Deputy City Manager Childers, Assistant City Manager Merrill, Chief Financial Officer Kersten, Executive Assistant Miguel, City Attorney Cargill, Jr., City Secretary Hooks, First Assistant City Attorney Robinson

Mayor opened the meeting at 8:39 am. City Manager Brown made introductory remarks about the retreat agenda. His goal was for the City Council to have this time to focus on items that related to operations as well as strategic and capital projects.

Deputy City Manager Childers discussed the concept of the management planning system. City Council reviewed the key Strategic Issues. They identified changes, modifications, and additions.

- ◆ Sustainable growth and quality development in College Station: Council consented to adding the word "manageable" to the Strategic Issue Sustainable Growth
- ◆ Transportation and Mobility: Comments about multi modal center, and public and private transportation options.
- ◆ Economic Development and Fiscal Vitality: Council made coments to add a goal to explore allowing more uses certain parameters, sign requirements, metal or fabricated buildings in city. Establish a Small Business Council to meet with staff, David Gwin and give Council feedback.
- ◆ Public Safety: Interoperability to city wide radio system goals and future Fire and Police locations/staffing.
- ◆ Quality of Life: Council pointed out that this term is very broad
- ◆ Communications: Increase Channel 19 programming
 - Partner with RVP
 - Better communications with homeowner associations, neighborhood meetings
 - Citizens have access to website

- ◆ Operational
 - Utilize Channel 19 to promote Strategic plan, city projects, educate public, state of the City, create new shows
 - Central spokesperson
 - Find ways to survey citizens/businesses re: customer service
 - Evaluation critical to success. Feedback from citizens.

Staff was directed to publish the Strategic Plan in an Executive summary for citizens and employees.

At 11:45 am, Council recessed for lunch break. They returned at 12:00 pm to continue the session.

Hayden Migl, Assistant to the City Manager, made a presentation related to the Quality of Life Strategic Issue. He presented a paper illustrating the Quality of Life Index. That included indicators that define and measure Quality of Life in College Station. It focused on factors primarily under the control of City government, but also included Quality of life factors influenced by other community partners.

Chief Financial Officer Jeff Kersten presented current budget policies such as the revenue management policy, debt management policy, and financial conditions, reserves and stability ratios. He discussed the FY 08 budget parameters. Council concurred with the policy statements.

Councilmembers acknowledged that a transportation user fee may be an option to consider during the budget process to assist in the payment of at least \$37 million worth of transportation projects.

Mr. Kersten explained that the sales tax revenues had not met the projections in this year's budget and the staff is currently considering alternatives to address the possible shortfall of \$400,000.

Following concluding statements by City Manager Brown, Councilmember Happ made a motion to adjourn the session at 2:33 pm. Motion seconded by Councilmember Gay which carried unanimously, 7-0.

PASSED AND APPROVED this 12th day of April, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks

12 April 2007
Regular Agenda
2006 International Building Code / 2005 National Electrical Code Adoption

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 3, "Building Regulations", of the Code of Ordinances of the City of College Station, Texas by adopting the 2006 International Building Code with related amendments and the 2005 National Electrical Code with related amendments.

Recommendation: The Construction Board of Adjustments and Appeals unanimously recommends adoption of the codes and local amendments as presented. Staff also recommends approval.

Summary: The City of College Station currently uses the 2003 edition of the International family of building codes (I-Codes) and the 2002 edition of the National Electrical Code (NEC). The International Code Council and National Fire Protection Association issue updated code editions every three years. The 2006 edition of the I-Codes and the 2005 edition of the NEC have been published and are available for adoption by municipalities nationwide. The changes included in the 2006 I-Codes and the 2005 NEC help clarify intent and strengthen requirements designed to safeguard the public health, safety and general welfare.

The 2006 I-Code review process incorporated several public meetings. The Construction Board review process consisted of three separate meetings – each meeting included a public hearing. Staff also presented an overview of the changes contained in the 2006 International Residential Code to representatives of the local Homebuilders Association and involved local design professionals in the review of the 2006 International Building Code.

The adoption of the 2006 I-Codes and the 2005 NEC is also a key component of Planning and Development Services' Management Plan and supports the Strategic Issue of "Sustainable Growth and Development".

Attachments:

1. Summary of Significant Changes
2. Ordinance

2006 INTERNATIONAL CODES 2005 NATIONAL ELECTRICAL CODE SUMMARY OF SIGNIFICANT CHANGES

2006 International Fuel Gas Code Section 505.1.1 – Commercial Cooking Appliances Vented By Exhaust Hoods (A new exception was added to address new technology that will automatically start the hood system whenever cooking occurs, thereby making an interlock unnecessary. Text was added to specifically prohibit bypass piping for solenoid valves used in appliance/hood interlock arrangements.)

2006 International Plumbing Code Section 310.5 – Urinal Partitions (Provisions added to require partitions between urinals. Exceptions exempt single occupant or unisex toilet rooms with a lockable door and exempt a single urinal in a daycare or child care facilities with two or more urinals.)

2006 International Plumbing Code Section 421.5 – Access To Pump (A new section is added to address the access requirements for whirlpool tub circulation pumps. A 12-inch by 12-inch minimum sized opening shall be installed to provide access to the circulation pump, and where pumps are located more than 2 feet from the access opening, an 18-inch by 18-inch minimum sized opening shall be installed.)

2006 International Building Code Section 903.2.1.2 – Group A-2 (Lowered the threshold for sprinklers for A-2 occupancies (Bars and Restaurants) from 300 occupants to 100 occupants.)

2006 International Residential Code Section R613.2 – Window Sills (Added the requirement that the lowest part of clear openings of the window shall be 24" above the finish floor when located more than 72" above the finished grade or surface below.)

2006 International Residential Code Section R702.4.2 – Cement, fiber-cement, and glass mat gypsum backers (This new section requires cement, fiber-cement, or glass mat gypsum as the backer for ceramic tile in tub and shower areas.)

2006 International Residential Code Section N1101.8 – Certificate (Requires the posting of an energy-efficiency certification on the inside of the electrical panel and signed by the builder or a design professional.)

2006 International Energy Conservation Code Chapter 3 – Climate Zones (The whole chapter has changed and will need to be amended to comply with the State of Texas energy requirements.)

2005 National Electrical Code Section 410.4 (D) - Bathtub and Shower Areas (This revision clarifies the types of luminaires (fixtures) and ceiling suspended fans not permitted within a zone measured 3 ft. horizontally and 8 ft. vertically from the top of the bathtub rim or shower stall threshold. A new sentence has been added to clarify that luminaires installed in this zone shall be listed for damp locations or wet locations where subject to shower spray.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 3, "Building Regulations," Appendix 1, "International Building Code Adopted," and Appendix 2, "Electrical Code Adopted," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than 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 12th day of April, 2007.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT A

That Chapter 3, "Building Regulations," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Appendix 1, "International Building Code Adopted," and Appendix 2, "Electrical Code Adopted", in their entirety to read as follows:

**APPENDIX 1
INTERNATIONAL BUILDING CODE ADOPTED**

A booklet entitled 'International Building Code, 2006 Edition' as amended and as hereafter may be amended, at least one (1) copy of which is on file in the office of the Building Official of the City of College Station, Texas, is hereby adopted and designated as the Building Code of the City of College Station, Texas.

AMENDMENTS TO INTERNATIONAL BUILDING CODE

A. The above referenced International Building Code is hereby amended as follows:

1. Section 101.4.1 (Electrical) is amended by deleting the reference to the "ICC *Electrical Code*" and replacing it with the "*National Electrical Code*, as adopted and amended by the City of College Station".
2. Section 105 (Permits) is amended by adding Section 105.1.3 to read as follows:

"105.1.3 Registration of Contractors. It shall be the duty of every individual who makes contracts to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, and every individual making such contracts and subletting the same or any part thereof, to first register with the Building Official, giving full name, residence, name and place of business, and in case of removal from one place to another to have made corresponding change to the Building Official.

Exception: Homeowner permits as provided for in Section R105.2.4, International Residential Code.

Homebuilders and Remodelers - Homebuilders and remodelers performing work regulated by the Texas Residential Construction Commission shall be registered as required by State law before a building permit is issued by the City.

Plumbing Contractors - Plumbing contractors shall be licensed as prescribed by the State of Texas and shall register their license with the City of College Station before a plumbing permit is issued by the City.

Air Conditioning, Refrigeration and Heating Contractors - Air Conditioning, Refrigeration and Heating Contractors shall be licensed by the State of Texas and shall register their license with the City of College Station before a mechanical permit is issued by the City.

Licensed Irrigators - Irrigation Contractors shall be licensed Irrigators by the State of Texas shall register their license with the City of College Station before a lawn irrigation permit is issued by the City.

Electrical Contractors - Electrical Contractors shall be licensed by the State shall register their license with the City of College Station before an electrical permit is issued by the City.

Electrical Sign Contractors – Electrical Sign Contractors shall be licensed by the State shall register their license with the City of College Station before a permit is issued.

Before any license is registered with the City, the applicant shall have adequate insurance coverage for general liability as provided for by State law for the respective trade. "

3. Section 105.2 (Work exempt from permit) is amended by adding the following under "Electrical":

"Replacing Fuses: No permit shall be required for replacing fuses of like rating.

Replacing Flush or Snap Switches: No permit shall be required for replacing flush or snap switches, receptacles, lamp sockets, the installation of lamps, or minor repairs on permanently connected electrical appliances.

Conveying Signals: No permit shall be required for the installation, maintenance or alteration of wiring, poles and down guys, apparatus, devices, appliances or equipment for telegraph, telephone, signal service or central station protective service used in conveying signals or intelligence, except where electrical work is done on the primary side of the source of power at a voltage over 50 volts and of more than 500 watts.

Wiring by Electric Public Service Company: No permit shall be required for the installation, maintenance or alteration of electric wiring, apparatus devices, appliances or equipment to be installed by an electric public service company for the use of such company in the generation, transmission, distribution, sale or utilization of electrical energy. However, an electric public service company shall not do any wiring on a customer's distribution system, including metering equipment wherever located and transformer vaults in which customer's transformers are located, nor shall any of its employees do any work other than done for said company as hereinbefore provided for by virtue of this exception.

Temporary Wiring: No permit shall be required for the installation of temporary wiring, apparatus, devices, appliances or equipment used by a recognized electrical training school or college.

Railway Crossing Signal Devices: No permit shall be required for the installation and maintenance of railway crossing signal devices, when such is performed by due authority of the railroad and in accordance with the standards of the American Railroad Association, and in collaboration with and approval of the Department of Public Services of the City of College Station.

4. Section 106.1 (**Submittal documents**) is amended to include the following at the end of the section and before the exception:

"The design professional shall be an architect or engineer legally registered under the laws of Texas and shall affix his official seal to the construction documents for the following:

1. All group A, E and I occupancies.
2. Building and structures three or more stories in height
3. Buildings and structures 5,000 square feet or more in total area

Exception: Group R-3 buildings, regardless of size”

5. Section 108.6 (Refunds) is amended by deleting the existing text in its entirety and replacing it with the following:
 “The City Manager or his designee is authorized to establish a refund policy.”
6. Section 109.3.5 (Lath and gypsum board inspection) is amended by deleting the section in its entirety.
7. Section 110.2 (Certificate issued) is amended by deleting items number 4, 5, 7, 10, and 11.
8. Section 112 (Board of Appeals) is amended by deleting the section in its entirety.
9. Section 115.1 (Conditions) is amended by deleting the sentence, “Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.” and replacing it with the following: “Unsafe structures shall be taken down, removed or made safe as provided for in Section 1 (C), Chapter 3, Code of Ordinances.”
10. Section 303.1 (Assembly Group A) is amended by adding “tutorial services” under A-3.
11. Section 501.2 (premises identification) is amended by deleting the existing text in its entirety and replacing it with the following:

“501.2 Premises identification. An official address, assigned by the Building Official or his designee, shall be provided and placed pursuant to this section in such a position as to be clearly visible from the public street or roadway fronting the property. Addresses placed pursuant to this section shall be a minimum four (4) inches in height and stroke of minimum one-half (1/2) inch, composed of a durable material and of a color that provides a contrast to the background itself. The official address shall be placed a minimum of thirty-six (36) inches and a maximum of thirty (30) feet in height measured from the ground level. Buildings or structures located more than fifty (50) feet from the street curb shall have an official address at least five (5) inches in height. Durable materials used for the official address shall include, but not be limited to, wood, plastic, metal, weather resistant paint, weather resistant vinyl, or weather resistant material designed for outside use on a glass surface. For single family residences, the requirement of this section may be met by providing a minimum of two (2) inch high numbers on both sides of a U. S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four (4) inches in height.

A building complex composed of multiple structures or dwellings shall have an official suite or unit number assigned to each building, suite or tenant as well as a street address number. If there is sufficient street frontage, each building, suite or tenant may also be assigned an official street address number. The official street address number of each structure must be prominently posted on the building so that it is visible from the nearest public street or designated fire lane. Each number designated by the Building Official, or his designee, for each individual suite or unit must be conspicuously posted on each suite or unit.

Commercial buildings with side or rear access in addition to the main entrance, shall also display the business name and official address on each side or rear door with characters at least two (2) inches in height. Residential structures which provide for rear vehicular access from a dedicated public alley, street or designated fire lane shall conspicuously post an official address at least two (2) inches in height so that it is visible from the public alley, street or designated fire lane.

The owner or manager of a building complex, which contains an enclosed shopping mall, shall submit to the Fire Official four (4) copies of diagrams acceptable to the Fire Marshal of the entire complex, indicating the location and number of each business. When a change in a business name or location is made, the owner or manager shall so advise the Fire Marshal in writing of the change."

12. Table 803.5 (Interior Wall And Ceiling Finish Rating By Occupancy) is amended by deleting the existing text in footnote "d" and replacing it with the following:

"Class A interior finish material shall be required in all areas of all assembly occupancies, whether sprinklered or not, except as provided for in notes e and f below."
13. Section 903.1 (General) is amended by adding the following text at the end of said section:

"For the purposes of this section, the term 'fire area' shall be replaced with 'building area'."
14. Section 903.2 (Where required) is amended by adding the following text at the end of said section:

"In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:

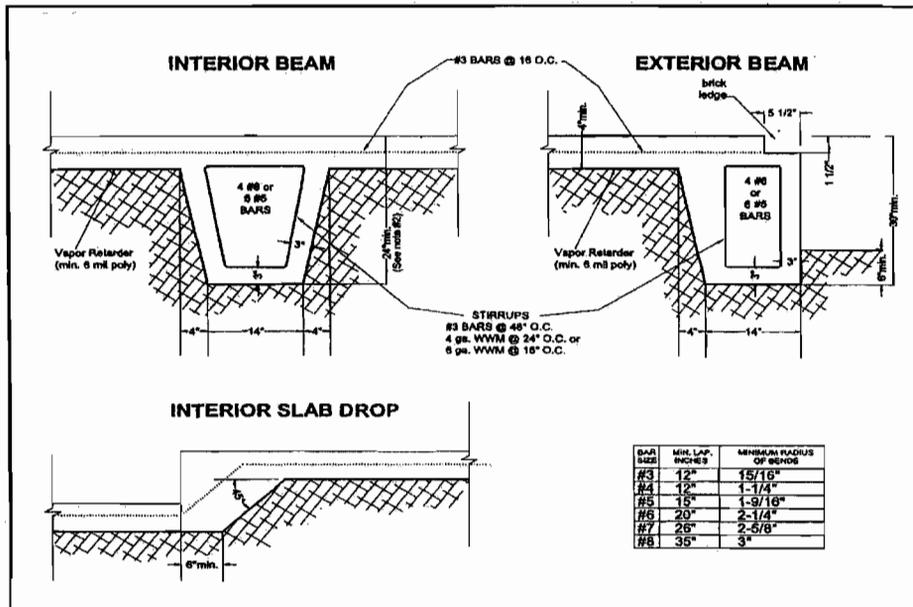
 1. Where the total building area exceeds 12,000 square feet in area.
 2. Where the height exceeds two stories, regardless of area."
15. Section 903.2.2 (Group E) is amended by deleting the exception and replacing "20,000 square feet" with "12,000 square feet".
16. Section 903.2.3 (Group F-1) is amended by deleting the text in item "2" and "3".
17. Section 903.2.6 (Group M) is amended by replacing "three stories above grade" with "two stories above grade" in item "2" and by replacing "24,000 square feet" with "12,000 square feet" in item "3".
18. Section 903.2.7 (Group R) is amended by deleting the section in its entirety.
19. Section 903.2.8 (Group S-1) is amended by replacing "three stories above grade" with "two stories above grade" in item "2" and by replacing "24,000 square feet" with "12,000 square feet" in item "3".
20. Section 903.3.7 (Fire department connections) is amended by deleting "building official" and replacing it with "fire official".
21. Section 907.9.1.2 (Employee work areas) is amended by deleting the existing text in its entirety and replacing it with the following:

"Where a fire alarm and detection system is required, employee work areas shall be provided with devices that provide audible and visible alarm notification."
22. Section 1004.2 (Increased occupant load) is amended by deleting the section in its entirety.
23. Section 1004.3 (Posting of occupant load) is amended by adding the following text to the end of said section:

"For the purposes of this section, the occupant load shall be the number of occupants computed at the rate of one occupant per unit of area as prescribed in Table 1004.1.1."

- 24. Section 1612.3 (Establishment of flood hazard areas) is amended by inserting "Brazos County" for name of jurisdiction and "July 2, 1992 or February 9, 2000" for the date of issuance.
- 25. Section 1911 (Minimum slab provisions) is amended by adding Section 1911.2 to read as follows:

"1911.2 Minimum foundation standard. All slabs-on-grade with turned-down footings shall comply with the Minimum Foundation Standard as shown in figure 1."



GENERAL NOTES:

1. Exterior beam shall extend a minimum of 6 inches into undisturbed soil or fill which is compacted to 95 % Standard Proctor (ASTM D 698) within (±) 2% of optimum moisture content. All fill material shall have a Plasticity Index (P.I.) between 5 and 18.
2. Interior beams that exceed 60 ft. in length must be a minimum of 30" deep.
3. Maximum beam spacing shall be 15 feet and shall be continuous over the length or width of the foundation.
4. Steel to be set to clear bare earth minimum 3", wood or steel form 1-1/2".
5. Minimum concrete specified compression strength shall be 3000 psi @ 28 days.
6. Masonry fireplace footings shall be a minimum of 30" deep with 2 mats of #5's @ 12" O.C. both ways.
7. These minimum standards shall apply to all foundations.
 Exceptions:
 A. Foundations for temporary buildings and permanent buildings not exceeding one story in height and 400' square feet in area.
 B. Foundations designed by an Architect registered in the State of Texas or a civil/structural Engineer registered in the State of Texas and approved for use by the Building Official.
8. All foundations designed by an Architect or Engineer shall be installed as designed. Revisions and exceptions must be submitted in writing by the Architect or Engineer and approved by the Building Official.
9. Reinforcing steel shall be grade 60 (grade 40 allowed for stirrups only). All deformations shall meet ASTM A615.

Revision	Description	Date

BUILDING DIVISION
CITY OF COLLEGE STATION

MINIMUM FOUNDATION STANDARDS

SIZE A PREPARED 12/04 SHEET 1 OF 1

- 26. Appendix D (Fire Districts) is hereby approved.

AMENDMENTS TO INTERNATIONAL RESIDENTIAL CODE

- B. The International Residential Code adopted by reference in Section 101.2, 2006 International Building Code, is hereby amended as follows:
1. Section R102.4 (Referenced codes and standards) is amended by adding the following to said section:

“Any reference to the *ICC Electrical Code* shall mean the *National Electrical Code*, as adopted and amended by the City of College Station.”
 2. Section R105.2 (Work exempt from permit) is amended by deleting number one under “Building” and replacing it with the following:

“1. One detached accessory structure per residential lot, provided the floor area does not exceed 120 square feet and the structure complies with all of the following:

 - a. The accessory structure is not located in a surface drainage easement.
 - b. The accessory structure is not permanently affixed to the ground.
 - c. The accessory structure is located in the rear yard.
 - d. The accessory structure is not provided with utilities (sewer, water, gas or electricity).”
 3. Section R105.2 is amended by adding the following under “Building”.

“10. Uncovered decks, patios or other raised floor surfaces located not more than 30 inches above adjacent grade.”
 4. Section R105.2.4 is added to read as follows:

“R105.2.4 Homeowner permit. A property owner may obtain a building permit to perform work on a building owned and occupied by him as his homestead without registering with the City as a contractor. However, work involving the electrical, plumbing and mechanical systems must be permitted and installed by licensed contractors.”
 5. Section R106.3.1 (Approval of construction documents) is amended by deleting the last sentence in said section.
 6. Section R108.3 (Building permit valuations) is amended by adding the following to said section:

“If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final permit valuation shall be set by the building official.”
 7. Section R108.5 (Refunds) is amended by deleting the text in said section and replacing it with the following:

“The City Manager or his designee is authorized to establish a refund policy.”
 8. Section R112 (Board of Appeals) is amended by deleting the section in its entirety.
 9. Section R202 (Definitions) is amended by deleting the definition of “Townhouse” in its entirety and replacing it with the following:

“Townhouse. A single family dwelling unit constructed in a group of attached units separated by property lines in which each unit extends from foundation to roof and with open space on at least two sides.”

10. Section R302.1 (Exterior walls) is amended by deleting the existing text and replacing it with the following:
- “R302.1 Exterior walls.** Exterior walls with a fire separation distance less than 3 feet shall have not less than a one hour fire-resistive rating with exposure from both sides. The above provisions shall not apply to walls which are perpendicular to the line used to determine the fire separation distance.
- Exception:** Tool and storage sheds, playhouses and similar structures exempted from permits by Section R105.2 are not required to provide wall protection based on location on the lot.
- Projections.** Projections may extend beyond the exterior wall on zero lot line construction. Projections shall be constructed from non-combustible material on the underside and may allow manufactured perforated soffit material installed for attic ventilation.. The soffit may project a maximum of 18 inches, excluding non-combustible gutters, over the adjacent property line.
- Exception:** Tool and storage sheds, playhouses and similar structures exempted from permits by Section R 105.2 shall not extend over the lot line in zero lot line construction.
- Combustibles in maintenance easement.** The construction of any structure utilizing combustible material or the storage of combustible material is prohibited within the maintenance easement. The term “maintenance easement” is defined in Article 11 of the UDO.
- Exception:** A wood fence may be installed in the maintenance easement.)”
11. Section R309.2 (Separation required) is amended by adding the following exception:
- “Exception:** One unprotected attic access opening, not exceeding 30 inches by 54 inches in size, is allowed per garage.”
12. Section R310.1.1 (Minimum opening area) is amended by deleting the section in its entirety.
13. Section R311.5.6.2 (Continuity) is amended by deleting the following text in said section:
- “Handrail ends shall be returned or shall terminate in newel posts or safety terminals.”
14. Section R320.2 (Chemical termiticide treatment) is amended by adding the following to the end of said section:
- “The method of application and contractor hired to apply the chemicals shall submit to the Building Department when applying for the Building Permit, and verification of the application turned in prior to issuance of the Certificate of Occupancy.”
15. Section R321.1 (Premises identification) is amended by deleting the existing text in its entirety and replacing it with the following:
- “Premises identification shall comply with Section 501.2, International Building Code, as amended.”

16. Section 324.3.2 (Elevation requirements) is amended by deleting the existing text, save the exception, and replacing it with the following:
- “1. Buildings and structures shall have the lowest floors elevated in accordance with the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated above the highest adjacent grade as the depth number specified in feet on the Flood Insurance Rate Maps, or at least 2 feet if a depth number is not specified, plus the additional footage requirements in the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).”
3. Basement floors that are below grade on all sides shall be elevated in accordance with the City of College Station Code of Ordinances, Chapter 13 (Flood Hazard Protection) and the City of College Station Drainage Policy and Design Standards (refer to Section II.D).
17. Section R403.1.3.2 (Slabs-on-ground with turned-down footings) is amended by deleting the existing text and replacing it with the following to read as follows:
- “All slabs-on-ground with turned-down footings shall comply with the minimum foundation standard in Section 1911.2, International Building Code.”
18. Chapter 11 (Energy Efficiency) is amended by deleting this chapter in its entirety and replacing it with the following.
- “One-and-two family dwellings shall comply with the 2006 International Energy Conservation Code as amended.”
19. Section M1305.1.4.1 (Ground clearance) is amended by replacing “6 inches (152 mm)” with “3 inches”.
20. Section M1411.3 (Condensate disposal) is amended by deleting the existing text and replacing with the following:
- “Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to the sanitary sewer system, if available. The condensate drain shall be connected to the sanitary sewer system in a manner approved by the code official.
- Exception:** When a sanitary sewer system is not available on the premises, or connection thereto is not practical, the condensate shall discharge into an approved French drain.”
21. Section M1501.1 (Outdoor discharge) is amended by deleting the last sentence in said section.
22. Section M1507.2 (Recirculation of air) is amended by deleting the last sentence in said section, and replacing it with the following:
- “Exhaust air from bathrooms and toilet rooms shall discharge directly to the outdoors or the vent termination shall be unobstructed and within 6 inches of the soffit vent or ridge vent.”

23. Section M1703 (All air from outdoors) is amended by adding M1703.6 to read as follows:

"M1703.6 Single opening or duct. For an appliance with a minimum clearance of 1 inch on the sides and 6 inches on the front, outside combustion air may be supplied through one opening or duct. The air opening and duct shall have a free area of not less than 1 square inch per 3,000 Btu/h of the total input rating of all appliances in the enclosure. The opening or duct shall be within 12 inches of the top of the enclosure. The opening is permitted to connect to spaces directly communicating with the outdoors, such as ventilated attic spaces. When a duct is used to provide combustion air from an attic space, it shall extend at least 6 inches above the ceiling joists and ceiling insulation."

24. Section G2408.3 (Private garages) is amended by deleting the section in its entirety.

25. Section G2414.5.2 (Copper tubing) is amended by deleting said section in its entirety.

26. Section G2417.1.2 (Repairs and additions) is amended by deleting the existing text in its entirety and replacing it with the following:

"In the event repairs or additions are made after the pressure test, the affected piping shall be tested. If approved by the code official, minor repairs and additions are not required to be pressure tested provided the work is inspected and connections are tested with a noncorrosive leak-detecting fluid or other leak detecting methods."

27. Section G2417.4 (Test pressure measurement) is amended by deleting the existing text in its entirety and replacing it with the following:

"Test pressure measurement shall comply with Section 406.4, 2006 International Fuel Gas Code, as amended."

28. Section G2417.4.1 (Test pressure) is amended by deleting the existing text in its entirety and replacing it with the following:

"Test pressure shall comply with Section 406.4.1, 2006 International Fuel Gas Code, as amended."

29. Section G2420.5 (Equipment shutoff valve) is amended by replacing the words "provided with ready access" with the word "accessible" in the exception.

30. Section P2503.7 (Inspection and testing of backflow prevention devices) is amended by deleting the section in its entirety and replacing with the following:

"Inspection and testing of backflow prevention devices shall comply with Section 312.9, 2006 International Plumbing Code, as amended."

31. Section P2902.4.3 (Lawn irrigation systems) is amended by deleting the first sentence in said section and replacing it with the following:

"The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure type vacuum breaker, a reduced pressure principle backflow preventer or a double check valve assembly."

32. Table P2904.4 (Water service pipe) is amended by deleting the following materials:
- “Acrylonitrile butadiene styrene (ABS) plastic pipe
Asbestos-cement pipe
Polybutylene (PB) plastic pipe and tubing
Polyethylene (PE) plastic pipe
Polyethylene (PE) plastic tubing
Polyethylene/aluminum/polyethylene (PE-AL-PE) pipe”
33. Table P2904.5 (Water distribution pipe) is amended by deleting the following materials:
- “Polybutylene (PB) plastic pipe and tubing
Polyethylene/aluminum/polyethylene (PE-AL-PE) composite pipe”
34. Section P2904.5.1 (Under concrete slabs) is amended by deleting the existing text and replacing it with the following:
- “Inaccessible water distribution piping under slabs shall be copper (minimum type K), cross-linked polyethylene (PEX) tubing, or cross-linked polyethylene/aluminum/cross-linked polyethylene (PEX-AL-PEX) pipe, all installed without joints or connections. Materials subject to corrosion shall be protected when exposed to concrete or corrosive soils.”
35. Section P2904.5.2 (Water-distribution pipe) is amended by adding the following section:
- “P2904.5.2 Sleeved cross-linked polyethylene piping or tubing.** When a sleeve is provided for cross-linked polyethylene (PEX) plastic piping or tubing installed under concrete slabs the annular space between the piping or tubing and the sleeve must be caulked, foamed, or otherwise sealed to prevent the entrance of termiticide.”
36. Section P3002.2. (Building sewer) is amended by adding P3002.2.1 to read as follows:
- “P3002.2.1 Depth of building sewer.** Building sewer pipe shall be installed with a minimum of twelve (12) inches of cover. Where conditions prohibit the required amount of cover, cast iron pipe with approved joints may be used unless other means of protecting the pipe is provided as approved by the Building Official.”
37. Section E3301.1 (applicability) is amended by deleting the section in its entirety and replacing with the following:
- “Electrical installations shall comply with the *National Electrical Code*, as adopted and amended by the City of College Station.”
38. Appendix G (Swimming Pools, spas and hot tubs) is hereby adopted.

AMENDMENTS TO INTERNATIONAL FUEL GAS CODE

- C. The International Fuel Gas Code adopted by reference in Section 101.4.2, 2006 International Building Code is hereby amended as follows:
1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:
"Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station."
 2. Section 106.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:
"The code official may require a permit application for work regulated by this code."
 3. Section 106.5.2 (Fee schedule) is amended by deleting the section in its entirety.
 4. Section 106.5.3 (Fee refunds) is amended by deleting the text in said section and replacing it with the following:
"The City Manager or his designee is authorized to establish a refund policy."
 5. Section 109 (Means of Appeal) is amended by deleting the section in its entirety.
 6. Section 305.5 (Private garages) is amended by deleting the section in its entirety.
 7. Section 305.7 (Clearance above grade) is amended by replacing "6 inches (152 mm)" with "3 inches".
 8. Section 403.4.3 (Copper and brass) is amended by deleting the section in its entirety.
 9. Section 403.5.2 (Copper and brass tubing) is amended by deleting the section in its entirety.
 10. Section 406.1.2 (Repairs and additions) is amended by deleting the existing text in its entirety and replacing it with the following:
"In the event repairs or additions are made after the pressure test, the affected piping shall be tested. If approved by the code official, minor repairs and additions are not required to be pressure tested provided the work is inspected and connections are tested with a noncorrosive leak-detecting fluid or other leak detecting methods."
 11. Section 406.4 (Test pressure measurement) is amended by adding the following to the end of said section:
"For gas systems with a working pressure up to and including five (5) psi., a diaphragm gauge utilizing a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, 2/10 pound incrementation and a pressure range not more than twenty (20) psi shall be acceptable. A mechanical spring gauge is only acceptable for use on gas systems requiring a pressure test of more than 20 psig."
 12. Section 406.4.1 (Test pressure) is amended by deleting the existing text in it entirety and replacing it with the following:
"The test pressure to be used shall be no less than twice the proposed maximum working pressure, but no less than five (5) psig, irrespective of design pressure."

ORDINANCE NO. _____

Page 13

13. Section 406.4.2 (Test duration) is amended by deleting the existing text in its entirety and replacing it with the following:

"Gas piping systems shall withstand the required pressure test for a period of not less than ten (10) minutes without showing any drop in pressure."

ORDINANCE NO. _____

Page 14

AMENDMENTS TO INTERNATIONAL MECHANICAL CODE

D. The International Mechanical Code adopted by reference in Section 101.4.3, 2006 International Building Code is hereby amended as follows:

1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

“Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.”

2. Section 106.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:

“The code official may require a permit application for work regulated by this code.”

3. Section 106.5.2 (Fee schedule) is amended by deleting the section in its entirety.

4. Section 106.5.3 (Fee refunds) is amended by deleting the text in said section and replacing it with the following:

“The City Manager or his designee is authorized to establish a refund policy.”

5. Section 108.5 (Stop work orders) is amended by inserting the following amounts in the blanks provided at the end of said section:

“twenty-five (\$25.00)” in the first blank and “two-thousand (\$2,000.00)” in the second blank

6. Section 109 (Means of Appeal) is amended by deleting the section in its entirety.

7. Section 304.6 (Private garages) is amended by deleting the section in its entirety.

8. Section 304.9 (Clearances from grade) is amended by replacing “6 inches (152 mm)” with “3 inches”.

9. Section 507.16.1 (Capture and containment test) is amended by deleting the section in its entirety.

AMENDMENTS TO INTERNATIONAL PLUMBING CODE

E. The International Plumbing Code adopted by reference in Section 101.4.4, 2006 International Building Code is hereby amended as follows:

1. Section 102.8 (Referenced codes and standards) is amended by adding the following exception:

“Exception: Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.”

2. Section 106.3 (Application for permit) is amended by deleting the text in said section and replacing it with the following:

“The code official may require a permit application for work regulated by this code.”

3. Section 106.6.2 (Fee Schedule) is amended by deleting this section in its entirety.

4. Section 106.6.3 (Fee refunds) is amended by deleting the text in said section and replacing it with the following:

“The City Manager or designee is authorized to establish a refund policy.”

5. Section 108.5 (Stop work orders) is amended by inserting the following amounts in the blanks provided at the end of said section:

“twenty-five (\$25.00)” in the first blank and “two-thousand (\$2,000.00)” in the second blank

6. Section 109 (Means of Appeal) is amended by deleting the section in its entirety.

7. Section 305.6.1 (Sewer depth) is amended by inserting “twelve (12)” in both blanks and adding the following sentence to the end of said section.

“Where conditions prohibit the required amount of cover, cast iron pipe with approved joints may be used unless other means of protecting the pipe is provided as approved by the Building Official.”

8. Section 312.1 (Required tests) is amended by deleting the following text from said section:

“, for piping systems other than plastic, by”

9. Section 312.2 (Drainage and vent water test) is amended by deleting said section in its entirety and replacing with the following:

“312.2 Drainage water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to the point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest opening of the section under test, and each section shall be

tested with not less than a 10-foot head of water. This pressure shall be held for at least 15 minutes. The drainage system shall then be tight at all points.”

10. Section 312.3 (Drainage and vent air test) is amended by deleting said section in its entirety and replacing with the following:

“312.3 Drainage air test. An air test shall be applied to the drainage piping by forcing air into the system until there is uniform gauge pressure of 5 pounds per square inch (psi) or sufficient to balance a 10-inch column of mercury. This pressure shall be held for a test period of at least 15 minutes. Any adjustment to the test pressure required because of changes in ambient temperature or the seating of gaskets shall be made prior to the beginning of the test period.”

11. Section 312.9 (Inspection and testing of backflow prevention assemblies.) is amended by deleting said section in its entirety and replacing with the following:

“312.9 Inspection and testing of backflow prevention assemblies. Upon initial installation, an inspection shall be made of all backflow prevention devices and assemblies to determine whether they are operable. Testing of all backflow prevention devices and assemblies shall be in accordance with Chapter 11, Section 10, Subsection F, of the Code of Ordinances, City of College Station, Texas.”

12. Section 410.1 (Approval) is amended by deleting the last sentence in said section and replacing it with the following:

“Where bottle water dispensers are provided in other occupancies, drinking fountains shall not be required.”

13. Table 605.3 (Water Service Pipe) is amended by deleting the following materials:

“Acrylonitrile butadiene styrene (ABS) plastic pipe
Asbestos – cement pipe
Polybutylene (PB) plastic pipe and tubing
Polyethylene (PE) plastic pipe
Polyethylene (PE) plastic tubing
Polyethylene/aluminum/polyethylene (PE-AL-PE) pipe”

14. Table 605.4 (Water Distribution Pipe) is amended by deleting the following materials:

“Polybutylene (PB) plastic pipe and tubing
Polyethylene/aluminum/polyethylene (PE-AL-PE) pipe”

15. Section 606 (Installation of the Building Water Distribution System) is amended by adding section 606.7 to read as follows:

“606.7 Materials below slab. Water distribution piping installed under concrete slabs shall be copper (minimum type K), cross-link polyethylene (PEX) tubing, or cross-linked polyethylene/aluminum/ polyethylene (PEX-AL-PEX) pipe, all installed without joints or connections. Materials subject to corrosion shall be protected when exposed to concrete or corrosive soils.”

ORDINANCE NO. _____

Page 17

16. Section 606 (Installation of the Building Water Distribution System) is amended by adding section 606.8 to read as follows:

“606.8 Sleeved cross-polyethylene piping or tubing. When a sleeve is provided for cross-linked polyethylene (PEX) plastic piping or tubing installed under concrete slabs the annular space between the piping or tubing and the sleeve must be caulked, foamed, or otherwise sealed to prevent the entrance of termiticide.”

17. Section 608.16.5 (Connections to lawn irrigation systems) is amended by adding the following sentence to the end of the section.

“Double check valve assemblies may be used to protect against backflow on lawn irrigation systems where chemical injection systems are not present.”

18. Section 701.2 (Sewer required) is amended by deleting the section in its entirety and replacing with the following:

“701.2 Sewer required. Every building in which plumbing fixtures are installed and all premises having sanitary drainage piping shall be connected to an approved sewer. Private sewage systems must comply with City of College Station’s Code of Ordinances (Chapter 11, Section 2). All private sewage disposal systems must comply with the latest adopted standards of the Texas Commission on Environmental Quality and be installed under the direction of the Brazos County Health Department. The installer shall be licensed by the Texas Commission on Environmental Quality.”

AMENDMENTS TO INTERNATIONAL PROPERTY MAINTENANCE CODE

F. The International Property Maintenance Code adopted by reference in Section 101.4.5, 2006 International Building Code is hereby amended as follows:

1. Section 102.7 (Referenced codes and standards) is amended by adding the following exception:

'Exception: Any reference to the ICC Electrical Code shall mean the *National Electrical Code*, as adopted and amended by the City of College Station.'

2. Section 107 (Notices and orders) is amended by deleting the section in its entirety.
3. Section 108 (Unsafe Structures and Equipment) is amended by deleting the section in its entirety.
4. Section 109 (Emergency Measures) is amended by deleting the section in its entirety.
5. Section 110 (Demolition) is amended by deleting the section in its entirety.
6. Section 111 (Means of Appeal) is amended by deleting the section in its entirety.
7. Section 302.4 (Weeds) is amended by deleting the section in its entirety.
8. Section 304.3 (Premises identification) is amended by deleting the text in said section and replacing it with the following:

"Premises identification shall be in compliance with Section 501.2, 2006 International Building Code as amended."

9. Section 304.14 (Insect screens) is amended by deleting the existing text and replacing it with the following:

"Every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any other areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm) and every swinging door shall have a self-closing device in good working condition.

Exceptions:

1. Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.
2. Screens shall not be required for windows and doors enclosing habitable spaces that contain central heating and air conditioning equipment that provide mechanical ventilation."

ORDINANCE NO. _____

10. Section 602.3 (Heat supply) is amended by adding the following dates in the blanks provided:
"1 October" in first blank and "30 April" in second blank
11. Section 602.4 (Occupiable work space) is amended by adding the following dates in the blanks provided:
"1 October" in first blank and "30 April" in second blank
12. Section 602.4 (Occupiable work spaces) is amended by adding the following exception:
"3. Warehouse, storage rooms and similar areas that are not occupied on a constant basis."

AMENDMENTS TO INTERNATIONAL ENERGY CONSERVATION CODE

G. The International Energy Conservation Code adopted by reference in Section 101.4.7, 2006 International Building Code, is hereby amended as follows:

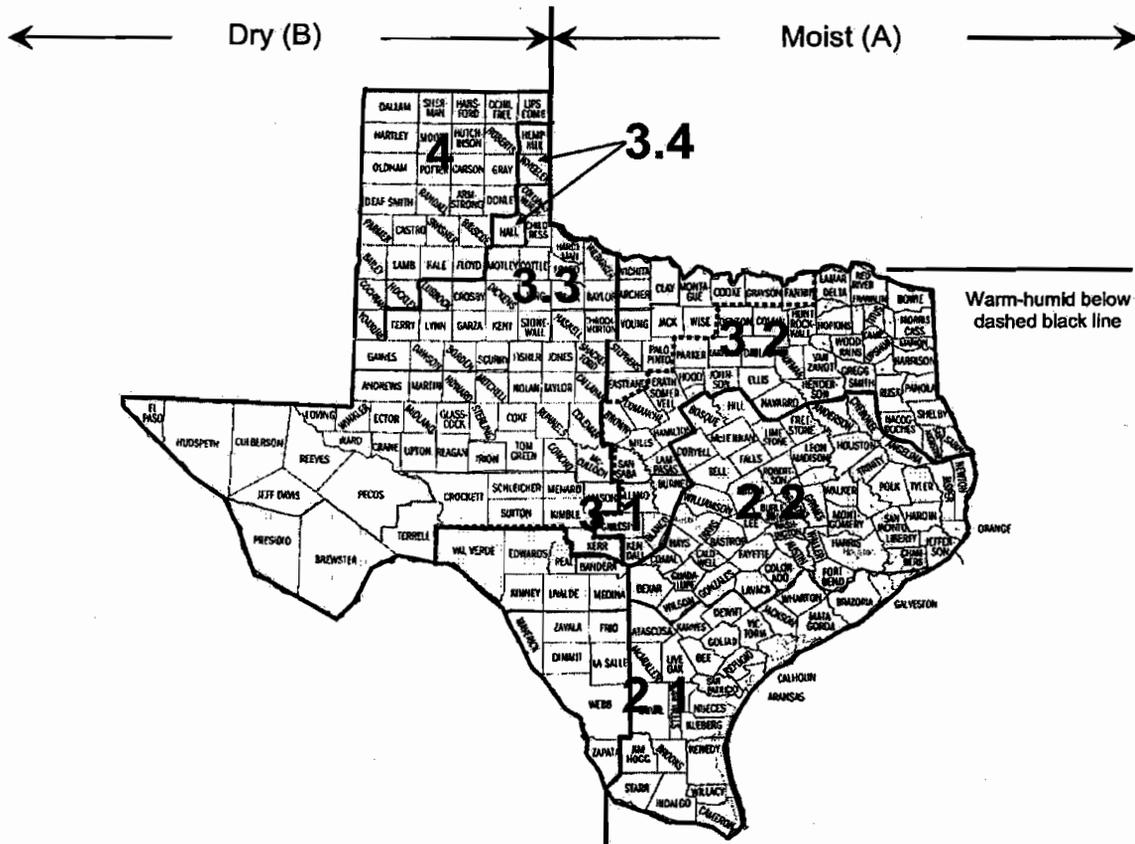
1. Section 107.1 (General) is amended by adding the following to said section:

“Any reference to the ICC Electrical Code shall mean the National Electrical Code, as adopted and amended by the City of College Station.”

2. Section 301.1 (General) is amended by deleting the text in said section and replacing it with the following:

“Climate zones from Figure 301.1 or Table 301.1 shall be used in determining the applicable requirements from Chapters 4 and 5. Table 301.3(3) shall be used for Texas sub-climate zone definitions.

3. Figure 301.1 (Climate Zones) is amended by deleting said figure and replacing it with the following:



4. Table 301.1 (Climate Zones By State, County And Territories) is amended by deleting said table and replacing with the following:

Table 301.1
Climate Zones and Sub Climate Zones for Texas

Zone 2:							
ANDERSON	2.2	HAYS	2.2	TYLER	2.2	CROSBY	3.3
ANGELINA	2.2	HIDALGO	2.1	UVALDE	2.2	CULBERSON	3.2
ARANSAS	2.1	HILL	2.2	VAL VERDE	2.2	DALLAS	3.2
ATASCOSA	2.1	HOUSTON	2.2	VICTORIA	2.1	DAWSON	3.3
AUSTIN	2.2	JACKSON	2.1	WALKER	2.2	DELTA	3.2
BANDERA	2.2	JASPER	2.2	WALLER	2.2	DENTON	3.2
BASTROP	2.2	JEFFERSON	2.2	WASHINGTON	2.2	DICKENS	3.3
BEE	2.1	JIM HOGG	2.1	WEBB	2.1	EASTLAND	3.2
BELL	2.2	JIM WELLS	2.1	WHARTON	2.1	ECTOR	3.2
BEXAR	2.2	KARNES	2.1	WILLACY	2.1	EL PASO	3.2
BOSQUE	2.2	KENEDY	2.1	WILLIAMSON	2.2	ELLIS	3.2
BRAZORIA	2.1	KINNEY	2.2	WILSON	2.2	ERATH	3.2
BRAZOS	2.2	KLEBERG	2.1	ZAPATA	2.1	FANNIN	3.2
BROOKS	2.1	LA SALLE	2.1	ZAVALA	2.1	FISHER	3.2
BURLESON	2.2	LAVACA	2.2			FOARD	3.3
CALDWELL	2.2	LEE	2.2	Zone 3:		FRANKLIN	3.2
CALHOUN	2.1	LEON	2.2	ANDREWS	3.2	GAINES	3.3
CAMERON	2.1	LIBERTY	2.2	ARCHER	3.3	GARZA	3.3
CHAMBERS	2.2	LIMESTONE	2.2	BAYLOR	3.3	GILLESPIE	3.1
CHEROKEE	2.2	LIVE OAK	2.1	BLANCO	3.1	GLASSCOCK	3.2
COLORADO	2.2	MADISON	2.2	BORDEN	3.3	GRAYSON	3.2
COMAL	2.2	MATAGORDA	2.1	BOWIE	3.2	GREGG	3.2
CORYELL	2.2	MAVERICK	2.1	BREWSTER	3.1	HALL	3.4
DE WITT	2.1	MCLENNAN	2.2	BROWN	3.2	HAMILTON	3.2
DIMMIT	2.1	MCMULLEN	2.1	BURNET	3.1	HARDEMAN	3.3
DUVAL	2.1	MEDINA	2.2	CALLAHAN	3.2	HARRISON	3.2
EDWARDS	2.2	MILAM	2.2	CAMP	3.2	HASKELL	3.2
FALLS	2.2	MONTGOMERY	2.2	CASS	3.2	HEMPHILL	3.4
FAYETTE	2.2	NEWTON	2.2	CHILDRESS	3.3	HENDERSON	3.2
FORT BEND	2.2	NUECES	2.1	CLAY	3.3	HOOD	3.2
FREESTONE	2.2	ORANGE	2.2	COKE	3.2	HOPKINS	3.2
FRIO	2.1	POLK	2.2	COLEMAN	3.2	HOWARD	3.2
GALVESTON	2.1	REAL	2.2	COLLIN	3.2	HUDSPETH	3.2
GOLIAD	2.1	REFUGIO	2.1	COLLINGSWORTH	3.3	HUNT	3.2
GONZALES	2.2	ROBERTSON	2.2	COMANCHE	3.2	IRION	3.2
GRIMES	2.2	SAN JACINTO	2.2	CONCHO	3.2	JACK	3.2
GUADALUPE	2.2	SAN PATRICIO	2.1	COOKE	3.2	JEFF DAVIS	3.2
HARDIN	2.2	STARR	2.1	COTTLE	3.3	JOHNSON	3.2
HARRIS	2.2	TRAVIS	2.2	CRANE	3.2	JONES	3.2
		TRINITY	2.2	CROCKETT	3.1	KAUFMAN	3.2

ORDINANCE NO. _____

Page 22

Table 301.1—continued
Climate Zones and Sub Climate Zones for Texas

KENDALL	3.1	SAN SABA	3.2	FLOYD	4.0
KENT	3.3	SCHLEICHER	3.1	GRAY	4.0
KERR	3.1	SCURRY	3.3	HALE	4.0
KIMBLE	3.1	SHACKELFORD	3.2	HANSFORD	4.0
KING	3.3	SHELBY	3.2	HARTLEY	4.0
KNOX	3.3	SMITH	3.2	HOCKLEY	4.0
LAMAR	3.2	SOMERVELL	3.2	HUTCHINSON	4.0
LAMPASAS	3.2	STEPHENS	3.2	LAMB	4.0
LLANO	3.1	STERLING	3.2	LIPSCOMB	4.0
LOVING	3.2	STONEWALL	3.3	MOORE	4.0
LUBBOCK	3.3	SUTTON	3.1	OCHILTREE	4.0
LYNN	3.3	TARRANT	3.2	OLDHAM	4.0
MARION	3.2	TAYLOR	3.2	PARMER	4.0
MARTIN	3.2	TERRELL	3.1	POTTER	4.0
MASON	3.1	TERRY	3.3	RANDALL	4.0
MCCULLOCH	3.2	THROCKMORTON	3.2	ROBERTS	4.0
MENARD	3.1	TITUS	3.2	SHERMAN	4.0
MIDLAND	3.2	TOM GREEN	3.2	SWISHER	4.0
MILLS	3.2	UPSHUR	3.2	YOAKUM	4.0
MITCHELL	3.2	UPTON	3.2		
MONTAGUE	3.2	VAN ZANDT	3.2		
MORRIS	3.2	WARD	3.2		
MOTLEY	3.3	WHEELER	3.4		
NACOGDOCHES	3.2	WICHITA	3.3		
NAVARRO	3.2	WILBARGER	3.3		
NOLAN	3.2	WINKLER	3.2		
PALO PINTO	3.2	WISE	3.2		
PANOLA	3.2	WOOD	3.2		
PARKER	3.2	YOUNG	3.2		
PECOS	3.2				
PRESIDIO	3.1	Zone 4:			
RAINS	3.2	ARMSTRONG	4.0		
REAGAN	3.2	BAILEY	4.0		
RED RIVER	3.2	BRISCOE	4.0		
REEVES	3.2	CARSON	4.0		
ROCKWALL	3.2	CASTRO	4.0		
RUNNELS	3.2	COCHRAN	4.0		
RUSK	3.2	DALLAM	4.0		
SABINE	3.2	DEAF SMITH	4.0		
SAN AUGUSTINE	3.2	DONLEY	4.0		

5. Table 301.2 (Warm Humid Counties And Territories) is amended by deleting said table and replacing with the following:

Table 301.2
Warm humid counties and territories for Texas

ANDERSON	2.2	FALLS	2.2	LEE	2.2	SOMERVELL	3.2
ANGELINA	2.2	FAYETTE	2.2	LEON	2.2	STARR	2.1
ARANSAS	2.1	FORT BEND	2.2	LIBERTY	2.2	TARRANT	3.2
ATASCOSA	2.1	FRANKLIN	3.2	LIMESTONE	2.2	TITUS	3.2
AUSTIN	2.2	FREESTONE	2.2	LIVE OAK	2.1	TRAVIS	2.2
BANDERA	2.2	FRIO	2.1	LLANO	3.1	TRINITY	2.2
BASTROP	2.1	GALVESTON	2.1	MADISON	2.2	TYLER	2.2
BEE	2.1	GILLESPIE	3.1	MARION	3.2	UPSHUR	3.2
BELL	2.2	GOLIAD	2.1	MATAGORDA	2.1	UVALDE	2.2
BEXAR	2.2	GONZALES	2.2	MAVERICK	2.1	VAL VERDE	2.2
BLANCO	3.1	GRIMES	2.2	MCLENNAN	2.2	VAN ZANDT	3.2
BOSQUE	2.2	GUADALUPE	2.2	MCMULLEN	2.1	VICTORIA	2.1
BOWIE	3.2	HAMILTON	3.2	MEDINA	2.2	WALKER	2.2
BRAZORIA	2.1	HARDIN	2.2	MILAM	2.2	WALLER	2.2
BRAZOS	2.2	HARRIS	2.2	MILLS	3.2	WASHINGTON	2.2
BROOKS	2.1	HARRISON	3.2	MONTGOMERY	2.2	WEBB	2.1
BROWN	3.2	HAYS	2.2	MORRIS	3.2	WHARTON	2.1
BURLESON	2.2	HENDERSON	3.2	NACOGDOCHES	3.2	WILLACY	2.1
BURNET	3.1	HIDALGO	2.1	NAVARRO	3.2	WILLIAMSON	2.2
CALDWELL	2.2	HILL	2.2	NEWTON	2.2	WILSON	2.2
CALHOUN	2.1	HOOD	3.2	NUECES	2.1	WOOD	3.2
CAMERON	2.1	HOPKINS	3.2	ORANGE	2.2	ZAPATA	2.1
CAMP	3.2	HOUSTON	2.2	PALO PINTO	3.2	ZAVALA	2.1
CASS	3.2	HUNT	3.2	PANOLA	3.2		
CHAMBERS	2.2	JACKSON	2.1	PARKER	3.2		
CHEROKEE	2.2	JASPER	2.2	POLK	2.2		
COLLIN	3.2	JEFFERSON	2.2	RAINS	3.2		
COLORADO	2.2	JIM HOGG	2.1	REAL	2.2		
COMAL	2.2	JIM WELLS	2.1	RED RIVER	3.2		
COMANCHE	3.2	JOHNSON	3.2	REFUGIO	2.1		
CORYELL	2.2	KARNES	2.1	ROBERTSON	2.2		
DALLAS	3.2	KAUFMAN	3.2	ROCKWALL	3.2		
DE WITT	2.1	KENDALL	3.1	RUSK	3.2		
DELTA	3.2	KENEDY	2.1	SABINE	3.2		
DENTON	3.2	KINNEY	2.2	SAN AUGUSTINE	3.2		
DIMMIT	2.1	KLEBERG	2.1	SAN JACINTO	2.2		
DUVAL	2.1	LA SALLE	2.1	SAN PATRICIO	2.1		
EDWARDS	2.2	LAMAR	3.2	SAN SABA	3.2		
ELLIS	3.2	LAMPASAS	3.2	SHELBY	3.2		
ERATH	3.2	LAVACA	2.2	SMITH	3.2		

6. Chapter 3 Climate Zones is amended by adding the following table:

Table 301.3(3)
Texas Sub-climate zones definition

CLIMATE ZONE	SUB-CLIMATE ZONE	Thermal Criteria	
		IP units	SI units
2	2.1	500 < HDD65°F < 1,499	278 < HDD18°C < 833
	2.2	1,500 < HDD65°F < 2,499	834 < HDD18°C < 1,388
3	3.1	1,500 < HDD65°F < 2,499	834 < HDD18°C < 1,388
	3.2	2,500 < HDD65°F < 2,999	1,389 < HDD18°C < 1,666
	3.3	3,000 < HDD65°F < 3,499	1,667 < HDD18°C < 1,944
	3.4	3,500 < HDD65°F < 3,999	1,945 < HDD18°C < 2,222
4	4.0	3,500 < HDD65°F < 4,499	1,945 < HDD18°C < 2,500

7. Table 402.1.1 (Insulation And Fenestration Requirements By Component) is amended by deleting said table and replacing it with the following:

Table 402.1.1
Insulation and fenestration requirements by component (Texas)

CLIMATE ZONE	SUB-CLIMATE ZONE	MAXIMUM WINDOW-TO-WALL AREA RATIO	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE & DEPTH	CRAWL SPACE WALL R-VALUE	
2	2.1	15	0.80	0.75	0.35	19	11	8	11	8	0	5	
		20	0.75	0.75	0.35	30	13	8	11	8	0	5	
		25	0.85	0.75	0.35	30	13	8	11	8	0	5	
	2.2	30	0.54	0.75	0.35	38	13	8	11	8	0	5	
		15	0.85	0.75	0.40	30	13	8	11	8	0	8	
		20	0.55	0.75	0.40	38	13	8	11	8	0	8	
3	3.1	25	0.54	0.75	0.35	38	16	8	19	8	0	10	
		30	0.48	0.75	0.35	38	16	7	19	8	0	10	
		15	0.85	0.85	0.40	30	13	8	11	8	0	8	
	3.2	20	0.55	0.85	0.40	38	13	8	11	8	0	8	
		25	0.54	0.75	0.35	38	19	9	19	8	0	10	
		30	0.48	0.85	0.35	38	16	7	19	8	0	10	
	3.3	3.1	15	0.80	0.85	0.40	30	13	8	19	8	0	7
			20	0.84	0.85	0.40	34	16	8	19	8	0	7
			25	0.45	0.85	0.40	38	16	7	19	8	0	7
		3.2	30	0.40	0.85	0.35	38	16	7	19	8	0	7
			15	0.81	0.85	0.40	30	13	8	19	7	0	8
			20	0.46	0.85	0.40	38	13	8	19	7	0	8
3.4	3.1	25	0.40	0.85	0.40	38	16	7	19	7	0	8	
		30	0.40	0.85	0.40	38	19	9	19	7	0	8	
		15	0.45	0.80	NR	38	13	8	19	8	5.2ft	11	
	3.2	20	0.37	0.80	NR	38	13	8	19	9	6.2ft	13	
		25	0.37	0.80	NR	38	19	10	19	9	6.2ft	13	
		30	0.37	0.50	NR	38	19	10	28	9	6.2ft	13	
4.0	3.1	15	0.45	0.80	NR	38	13	8	19	8	5.2ft	11	
		20	0.37	0.80	NR	38	13	8	19	9	6.2ft	13	
		25	0.37	0.80	NR	38	19	10	19	9	6.2ft	13	
4.0	3.2	30	0.37	0.80	NR	38	19	10	28	9	6.2ft	13	

Table 401.1.1. Delete footnotes 'c', 'f', and 'g' without substitution and renumber remaining footnotes.

8. Table 402.1.3 (Equivalent U-Factors) is amended by deleting said table and replacing it with the following:

Table 402.1.3
Equivalent U-factors

CLIMATE ZONE	SUB-CLIMATE ZONE	MAXIMUM WINDOW-TO-WALL AREA RATIO	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	CEILING U-FACTOR	WOOD FRAME WALL U-FACTOR	MASS WALL U-FACTOR	FLOOR U-FACTOR	BASEMENT WALL U-FACTOR	CRAWL SPACE WALL U-FACTOR
2	2.1	15	0.80	0.75	0.039	0.088	0.146	0.065	0.360	0.136
		20	0.75	0.75	0.035	0.082	0.146	0.065	0.360	0.136
		25	0.85	0.75	0.035	0.082	0.146	0.065	0.360	0.136
		30	0.54	0.75	0.030	0.082	0.146	0.065	0.360	0.136
	2.2	15	0.85	0.75	0.035	0.082	0.146	0.065	0.210	0.122
		20	0.55	0.75	0.030	0.082	0.146	0.065	0.179	0.122
		25	0.54	0.75	0.030	0.071	0.146	0.047	0.119	0.085
		30	0.46	0.75	0.030	0.071	0.137	0.047	0.119	0.085
		15	0.85	0.55	0.035	0.082	0.146	0.065	0.210	0.122
		20	0.55	0.65	0.030	0.082	0.146	0.065	0.179	0.122
		25	0.54	0.65	0.030	0.071	0.146	0.047	0.119	0.065
		30	0.46	0.65	0.030	0.071	0.137	0.047	0.119	0.065
3	3.1	15	0.60	0.55	0.035	0.082	0.146	0.047	0.179	0.108
		20	0.54	0.55	0.030	0.071	0.146	0.047	0.179	0.108
		25	0.45	0.55	0.030	0.071	0.137	0.047	0.179	0.108
		30	0.40	0.65	0.030	0.071	0.137	0.047	0.179	0.108
	3.2	15	0.51	0.65	0.035	0.082	0.146	0.047	0.149	0.093
		20	0.45	0.65	0.030	0.082	0.146	0.047	0.149	0.093
		25	0.40	0.65	0.030	0.071	0.137	0.047	0.149	0.093
		30	0.40	0.65	0.030	0.060	0.129	0.047	0.149	0.093
	3.3	15	0.45	0.50	0.030	0.082	0.129	0.047	0.119	0.060
		20	0.37	0.60	0.030	0.082	0.129	0.047	0.089	0.022
		25	0.37	0.60	0.030	0.060	0.111	0.047	0.089	0.022
		30	0.37	0.60	0.030	0.060	0.111	0.038	0.089	0.022
3.4	15	0.45	0.50	0.030	0.082	0.129	0.047	0.119	0.060	
	20	0.37	0.60	0.030	0.082	0.129	0.047	0.089	0.022	
	25	0.37	0.60	0.030	0.060	0.111	0.047	0.089	0.022	
	30	0.37	0.60	0.030	0.060	0.111	0.038	0.089	0.022	
4	4.0	15	0.45	0.50	0.030	0.082	0.129	0.047	0.119	0.060
		20	0.37	0.60	0.030	0.082	0.129	0.047	0.089	0.022
		25	0.37	0.60	0.030	0.060	0.111	0.047	0.089	0.022
		30	0.37	0.60	0.030	0.060	0.111	0.038	0.089	0.022

9. Section 402 (Building Thermal Envelope) is amended by adding 402.3.7 to read as follows:

“402.3.7 Windows. Single Pane windows shall not be installed in the building envelope.”

10. Section 402.4.1 (Building thermal envelope) is amended by adding 402.4.1 #11 to read as follows:

“All header and top plate penetrations in attached garages shall also be sealed to limit uncontrolled air movement.”

11. Section 402.4.3 (Recessed lighting) is amended by deleting items number two and three under said section.

13. Section 403.2.1 (Insulation) is amended by deleting the said section and replacing it with the following:

“Supply ducts in unconditioned attics may have an insulation R-Value of 6 when installed in conjunction with an air conditioner having a minimum SEER rating of 12.”

14. Section 403 (Systems) is amended by adding 403.7 to read as follows:

“403.7 Heating equipment. Electrical resistance heat may be used as the primary source of heating for residential use not exceeding five hundred (500) square feet in area.”

APPENDIX 2

ELECTRICAL CODE ADOPTED

A booklet entitled 'National Electrical Code 2005 Edition' as amended and as hereafter may be amended, at least one (1) copy of which is on file in the office of the Building Official of the City of College Station, Texas, is hereby adopted and designated as the Electrical Code of College Station, Texas.

AMENDMENTS TO NATIONAL ELECTRICAL CODE

- A. The above referenced 'National Electrical Code' is hereby amended as follows:
1. Section 210.23 (A) **15- and 20 ampere circuits**. Shall be amended to delete the reference to 15 ampere branch circuits. It shall also be amended to include the following sentence after said section:

"However, a circuit of twenty (20) amperes shall not serve more than ten openings."
 2. Table 210.24 **Summary of Branch-Circuit Requirements** shall be amended by placing an asterisk next to all 14 AWG conductors indicated in the table and by adding this footnote at the bottom of the table:

" * special note: Except for fixture wires in UL or other listed fixtures, no conductor of a size smaller than 12 AWG copper is allowed in branch circuit wiring."
 3. Section 210.52 (B) **Small Appliances** shall be amended by adding the following subsection:

"(4) **Separate Circuit Required**. A separate circuit is required for each refrigerator, deep freeze, dishwasher, disposal, trash compactor or any other load exceeding six (6) amperes."
 4. Section 210.52 (C) **Countertops** shall be amended to include after the words '...with 210.52 (C) (1) through (5). the following sentence:

"However, a separate circuit is required for microwave ovens or any other counter top appliance with a load exceeding six (6) amperes."
 5. Section 210.52 (F) **Laundry Areas**. Shall be amended to include after the words '... for the laundry.' the following sentence:

"However, a separate circuit is required for a washing machine or any other laundry appliance with a load exceeding six (6) amperes."
 6. Section 210.52 **Dwelling Unit Receptacle Outlets**. Shall be amended by adding the following subsection:

"(I) **Other Locations**. A separate circuit is required for each well pump or other outdoor loads exceeding six (6) amperes."
 7. Article 230 **Services**. Shall be amended by adding the following section:

"**230.11 Meter Mounting Heights**. Individual meters shall be mounted at a height not greater than 5'-6" or less than 4'-6" above finished grade, measured to

the center line of the meter base. Meter packs shall be mounted with its horizontal centerline not greater than 4'-6" or less than 4'-0" above finished grade.

Exception: Meters and meter packs may be mounted at a different height by special permission of the Building Official or his designee when special conditions make the installation at the above heights impractical."

8. Section 230.70 **General** shall be amended by adding the following subsection:
- "(D) Service Disconnecting Means for Commercial Buildings and Structures.** For commercial buildings and structures, the service disconnecting means shall be installed on the outside of the building or structure. A power operated disconnect switch (shunt trip) shall be permitted for service disconnects rated 1000 amps or more. All shunt trip disconnecting means shall be of the maintained contact type in an approved, lockable enclosure. All service disconnects shall be clearly marked in a permanent manner.
- Exception:** A power operated disconnect switch (shunt trip) may be allowed on service disconnects rated less than 1000 amps, if the applicant requests an exception from the Electrical Division and Building Official and satisfies the official that one of the following criteria has been met.
- (a) A power operated disconnect switch (shunt trip) may be used for a service disconnect rated less than 1000 amps when the building or structure is served by a single transformer and the transformer is not anticipated to be used for multiple services; or
- (b) A power operated disconnect switch (shunt trip) may be used for a service disconnect rated less than 1000 amps on an existing building or structure when space is not available to mount an external disconnect."
9. Section 230.70 **General**. Shall be amended by adding the following subsection:
- "230.70 (E) Outside Disconnect Locking Device.** Factory installed key operated lock shall have an alternate locking mechanism approved by the local jurisdiction."
10. Section 230.71 (A) **General** shall be amended to include the following sentence after said section:
- "Any multi-tenant building larger than 5,000 square feet shall have a service disconnect."
11. Section 250.52 (A) (5) **Rod and Pipe Electrodes** shall be amended by deleting the section in its entirety and replacing with the following:
- "Rod and Pipe Electrodes.** Rod and pipe electrodes shall not be less than eight (8) feet in length, not less than 5/8" in diameter and shall be copper coated."
12. Section 310.2 (B) **Conductor Material** shall be amended by deleting the section in its entirety and replacing with the following:
- "Conductor Material.** Conductors in this article shall be of copper only.
- Exception:** Aluminum and copper clad aluminum conductors are permitted only in size 250mcm and larger outside the building."
13. Section 320.12 **Uses Not Permitted** shall be amended by deleting the section in its entirety and replacing with the following:
- "Uses Not Permitted.** Type AC cable shall not be permitted in commercial buildings as a wiring method."

14. Section 334.12 (A) **Types NM, NMC, and NMS.** Shall be amended to include the following subsection:
“(11) In educational occupancies as defined by the City’s “adopted building code.””

April 12, 2007
Regular Agenda Item #
Ordinance change for Fire and Life Safety Codes

To: Glenn Brown, City Manager

From: Eric Hurt, Fire Marshal

Agenda Caption: Public Hearing, Presentation, possible action and discussion on an ordinance amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas by amending certain sections as set out, adopting the 2006 International Fire Code with related amendments and the 2006 NFPA Life Safety Code.

Recommendation: Staff recommends approval of the 2006 International Fire Code and the NFPA Life Safety Code.

Summary: The City of College Station currently uses the 2003 edition of the International Fire Code and the 2003 NFPA Life Safety Code. The International Code Council and NFPA issue updated code editions every three years. The changes included in the 2006 edition of the International Fire Code will help clarify intent and provide for the use of the latest fire protection systems and provide updated life safety protection requirements. The adoption of the 2006 International Fire Code and the NFPA Life Safety Code is also a key component of the Planning and Development Vision Statement, and the Core Values to promote the health, safety and general well being of the community as outlined in the City's Strategic Plan.

Attachments:

1. Summary of Fire Code and Life Safety changes
2. Ordinance Chapter six (Fire Protection)

Significant Changes in the 2006 International Fire Code

Many of the changes between the 2003 IFC and the 2006 IFC were merely housekeeping changes to provide better clarification of the codes. A few of the local amendments in chapter 6 of the Code of Ordinances required section numbers to be changed to match the 2006 IFC.

Significant Changes:

- 1) Section 903.2.1.2 Group A-2 lowers the occupant load from 300 to 100 before a automatic fire sprinkler system is required.

Result: Group A-2 occupancies include Night Clubs, Banquet Halls, Restaurants, Taverns and Bars to be sprinklered if they have a rated occupancy of 100 or more.

- 2) Section 903.1 Group R requires that all residential occupancies be equipped with an automatic fire sprinkler system including one and two family homes.

Result: This section is deleted due to the great number of concerned local developers and builders over the cost associated with this type of ordinance.

- 3) Section 2209 received numerous changes and additions to the requirements for Hydrogen Motor Fuel Dispensing and Generation Facilities.

Result: The changes to the section are the result of the International Code Council keeping up with the safety concerns for new emerging motor fuels.

Significant Changes to the National Fire Protection Association's Life Safety Code 101:

- 1) Section 24.3.5.1 Requires that all new one and two family dwellings be protected throughout by an approved automatic fire sprinkler system.

Result: This section is deleted due to the great number of concerned local developers and builders over the cost associated with this type of ordinance.

- 2) Section 43.6.4.1 required an automatic fire sprinkler system be installed in a multi story building on a floor and all floors below that is being rehabilitated by over 50%.

Result: This section was deleted and amended by the following:

In a building with rehabilitation work areas involving over 50% of the aggregate building area an automatic fire sprinkler system shall be installed to the code applicable to new construction for this type of occupancy.

- 3) Section 43.6.4.2 required if a single story in a structure is rehabilitated by over 50% that single story shall be equipped with an approved automatic sprinkler system.

Result: The amendment to section 43.6.4.1 replaces this section.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, "FIRE PROTECTION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

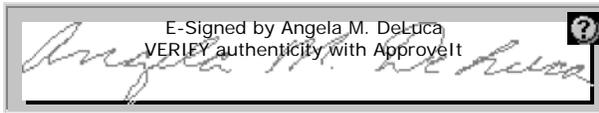
APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 6, "Fire Protection", Section 1, "Fire Prevention Code", of the Code of Ordinances of the City of College Station, Texas, is hereby replaced in its entirety, as set out hereafter to read as follows:

SECTION 1: FIRE PREVENTION CODE**A. INTERNATIONAL FIRE CODE ADOPTED**

- (1) The 2006 edition of the International Fire Code, including Appendix Chapters B, C, D, E, F and G, as published by the International Code Council. Said Code is hereby adopted to the same extent as though such Code were copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.
- (2) The Life Safety Code Handbook, specifically the 2006 Edition published by the National Fire Protection Association, a copy of which is on file in the office of the City Secretary of the City of College Station, Texas, is hereby adopted and designated as the life safety code of the City of College Station. Said code is adopted to the same extent as though such code was copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.

B. AMENDMENTS TO THE INTERNATIONAL FIRE CODE

The International Fire Code, as referred to above is hereby amended as follows:

- (1) Section 101 (General) is amended by adding Section 101.6 to read as follows:

Section 101.6 (Emergency Vehicle Egress):
No part of any commercial structure will be located outside the limits of a one hundred fifty foot (150') arc from a point where fire apparatus can operate. Fire apparatus will operate on surfaces designed for such and may utilize public right-of-way, approved fire lanes and/or drive access ways to meet this one hundred and fifty foot limit but in no case shall the truck travel route be measured across grass, wooded or landscaped areas, over curbs, through fences, through ditches or across paved areas which are not designed and maintained as fire lanes".
- (2) Section 108 is amended by deleting the section in its entirety.
- (3) Section 109.3 (Violation Penalties) is amended by deleting the section in its entirety and replacing with the following:

Section 109.3 (Violation Penalties)
Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine as described in Chapter 1 section 5 of the College Station Code of Ordinances.
- (4) Section 202 (General Definitions) is amended by adding "Tutorial Services" under the definition of "Occupancy Classification Assembly Group A-3".
- (5) Section 308.3.1 (Open Flame Cooking Devices) is amended by deleting exception 2.
- (6) Section 308.3.1.1 (Liquid-Petroleum-Gas-Fueled cooking devices) is amended by deleting the section in its entirety and replacing with the following:

Section 308.3.1.1 (Liquid-Petroleum-Gas-Fueled cooking devices)

LP-gas burners shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction. Exception: One- and two- family dwellings.

- (7) Section 501.4 (Timing of Installation) is amended by adding the following text at the end of the section: "There shall be no combustible, flammable or ignitable materials placed on site, lot or subdivision where waterlines, fire hydrants and/or all weather access roads capable of supporting emergency vehicles with an imposed load of at least 75,000 pounds as required by this code or other adopted code or ordinances are completed, accepted and inservice."
- (8) Section 503.2.1 (Dimensions) is amended by replacing "13 feet 6 inches" with "14 feet".
- (9) Section 503.2.5 (Dead Ends) is amended by replacing "150 feet" with "100 feet".
- (10) Section 503.3 (Marking) is amended by deleting the section in its entirety and replacing with the following:

Section 503.3 (Marking)

The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by engineering shall mark and maintain said fire lanes in the following manner:

All curbs and curb ends shall be painted red with four inch (4") white lettering stating "FIRE LANE - NO PARKING - TOW AWAY ZONE". Wording may not be spaced more than fifteen feet (15') apart.

In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

Option #1: A sign twelve inches (12") wide and eighteen inches (18") in height shall be mounted in a conspicuous location at each entrance to the property. (See Diagram No. 1 for specifications on colors and lettering.)

Option #2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous eight inch (8") red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red. Red stripes and curbs will contain the wording "FIRE LANE - NO PARKING- TOW AWAY ZONE", painted in four inch (4") white letters. ("Figure A" in Ordinance No 1630 illustrates striping on drive surface behind parking spaces.)

In those cases where curb markings are not possible or where signs would in the Fire Official's opinion work more effectively, the Fire Marshal may require signs in lieu of curb markings.

The use of the color red to mark or stripe any curb or parking area (other than fire lanes) is prohibited within the City of College Station."

- (11) Section 503 (Fire Apparatus Access Roads) is amended by adding Sections 503.3.1 (Fire Lane Signs; Tow-Away Zone Signs), 503.3.2 (Destruction of Fire Lane and Tow-Away Signs), 503.3.3 (Abandonment or Closing) and 503.3.4 (Authority Under Emergency Conditions) to read as follows:

503.3.1 (Fire Lane Signs; Tow-Away Zone Signs)

The owner, manager, or person in charge of any building to which fire lanes have been approved by the Engineering Division shall post and maintain appropriate signs in conspicuous places along such fire lanes stating "No Parking - Fire Lane". Such signs

shall be twelve inches (12") wide and eighteen inches (18") high, with a companion sign twelve inches (12") wide and six inches (6") high stating "Tow-Away Zone".

Any "No Parking - Fire Lane" or "Tow-Away Zone" sign shall be painted on a white background with symbols, letters and border in red. Drawings and samples of such signs may be obtained from the Fire Department of the City of College Station. Standards for mounting, including but not limited to, the height above the grade at which such signs are to be mounted, shall be as adopted by the Fire Official of College Station.

Section 503.3.2 (Destruction of Fire Lane or Tow-Away Signs)

It is hereby unlawful for any person without lawful authority to attempt or in fact alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow-away zone erected under the terms of this code, or to deface a curb marking in any way.

Section 503.3.3 (Abandonment or Closing)

No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close such fire lane without written permission of the Fire Official of the City of College Station.

Section 503.3.4 (Authority Under Emergency Conditions)

The Fire Marshal is hereby authorized to establish fire lanes during any fire, and to exclude all persons other than those authorized to assist in extinguishing the fire or the owner or occupants of the burning property from within such lanes.

- (12) Section 503.4 (Obstruction of Fire Apparatus Access Roads) is amended by deleting the section in its entirety and replacing with the following:

Section 503.4 (Obstruction of Fire Apparatus Access Roads)

No person shall park, place, allow, permit, or cause to be parked, placed, any motor vehicle, trailer, boat, or similar obstruction within or upon an area designated as a fire lane and marked by an appropriate sign or curb marking.

- (13) Section 503 (Fire Apparatus Access Roads) is amended by adding Sections 503.4.1 (Obstructing Fire Lanes) and 503.4.2 (Enforcement; Issuance of Citations; Impoundment of Obstructions) to read as follows:

Section 503.4.1 (Obstructing Fire Lanes)

Any motor vehicle, trailer, boat, or similar obstruction found parked within an area designated as a fire lane as required by this section is hereby declared a nuisance per se and any such motor vehicle, trailer, boat, or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane.

The records of the State Highway Department or the County Highway License Department showing the name of the person to whom the Texas highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons.

Section 503.4.2 (Enforcement; Issuance of Citations; Impoundment of Obstructions)

The Fire Official or any member of the Fire Department designated by the Fire Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police are hereby authorized to issue parking citations for any motor vehicle, trailer, boat, or similar obstruction found parked or unattended in or upon a designated fire lane and may have such obstruction removed by towing it away. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense.

No parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the Municipal Court for any provision by the redemption of the obstruction from the storage facility.”

- (14) Section 505.1 (Address Numbers) is amended by deleting the section in its entirety and replacing with the following:

Section 505.1 (Address Numbers)

An official building number placed pursuant to this ordinance must be at least four inches (4") high, and have at least a one-half inch (1/2") stroke in the main body of the number, and be composed of a durable material and of a color which provides a contrast to the background. The number shall be mounted a minimum of thirty-six inches (36") and a maximum of thirty feet (30') in height measured from ground level. Buildings located more than fifty feet (50') from the curb of a street shall have numbers at least five inches (5") in height. For the purpose of this ordinance, durable materials for use in numbering shall include, but not be limited to wood, plastic, metal, weather-resistant paint, weather-resistant vinyl, or weather-resistant numbers designed for outside use on a glass surface. For single family residences, the requirement of this section may be met by providing two inch (2") high numbers on both sides of a U.S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four inches (4") in height.

- (15) Section 505 (Premise Identification) is amended by adding Sections 505.1.1 (Building Complex Identification), 505.1.2 (Rear Access Identification), 505.1.3 (Alley Premise Identification) and 505.1.4 (Building Complex Diagrams) to read as follows:

505.1.1 (Building Complex Identification)

A building complex composed of multiple structures shall have an official suite/unit number assigned to each building as well as a street address number. If there is sufficient street frontage, each unit or building may be assigned a separate official street address number. The official street address number of each structure as designated by the Building Official must be prominently posted on the building so that it is visible from the nearest public street. Each number designated by the Building Official for each individual suite/unit must be conspicuously posted on the suite/unit.

505.1.2 (Rear Access Identification)

Commercial buildings with rear access shall also display the business name and designated street address and suite/unit number on the rear access door.

505.1.3 (Alley Premise Identification)

Residential structures that provide for rear vehicular access from a dedicated public alley shall conspicuously post the designated numbers that comply with the size requirements above so that it is visible to the alley.

505.1.4 (Building Complex Diagrams)

The owner of a building complex which contains an enclosed shopping mall shall submit to the Fire Official four (4) copies of diagrams acceptable to the Fire Official of the entire complex, indicating the location and number of each business. When a change in a business name or location is made, the owner or manager of structure shall so advise the Fire Official in writing of the change.

- (16) Section 508.5.1 (Where Required) is amended by deleting the section in its entirety and replacing with the following:

Section 508.5.1 (Where Required)

Public fire hydrants of the City of College Station standard design shall be installed as part of the water distribution system for subdivisions and/or site developments. The Engineering Division shall approve the appropriate hydrant locations accessible to fire fighting apparatus and within the maximum distances described in the following sections:

- (17) Section 508.5.2 (Inspection, Testing and Maintenance) is amended by deleting the section in its entirety and replacing with the following:
- Section 508.5.2 (Inspection, Testing and Maintenance)
Public fire hydrants shall be installed in single-family and duplex districts zoned R-1, R-1A and R-2 at such locations that no part of any structure shall be more than five hundred feet (500') from a fire hydrant as measured along the right-of-way of a public street as the fire hose is laid off the fire truck.
- (18) Section 508.5.3 (Private Fire Service Mains and Water Tanks) is amended by deleting the section in its entirety and replacing with the following:
- Section 508.5.3 (Private Fire Service Mains and Water Tanks)
Private fire hydrants shall be installed in districts other than single-family and duplex districts zoned R-1, R-1A or R-2 at such locations that no part of any structure, aboveground tanks or fueling stations, shall be more than three hundred feet (300') from a fire hydrant as measured along the right-of-way of a public street or along an approved fire lane as the fire hose is laid off the fire truck."
- (19) Section 903.2 (Where required) is amended by adding the following text at the end of the section:
- In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:
1. Where the total building area exceeds 12,000 square feet in area.
 2. Where the height exceeds two stories, regardless of area.
- (20) Section 903.2.2 (Group E) is amended by deleting the exception and replacing "20,000 square feet" with "12,000 square feet".
- (21) Section 903.2.3 (Group F-1) is amended by deleting items #2 and #3.
- (22) Section 903.2.6 (Group M) #2 is amended by replacing "three stories above grade" with "two stories in height" and by deleting #3 in its entirety.
- (23) Section 903.2.7 (Group R) is amended by deleting the section in its entirety.
- (24) Section 903.2.8 (Group S-1) is amended by deleting items #2 and #3.
- (25) Section 903.2 (Where Required) is amended by deleting the section in its entirety and replacing with the following:
- Section 903.2 (Where Required)
An automatic sprinkler system shall be provided throughout all buildings where the total building area exceeds 12,000 square feet and/or all structures exceeding two stories in height.
- (26) Section 907.10.1.2 (Employee work areas) is amended by deleting the section in its entirety and replacing with the following:
- Section 907.10.1.2 (Employee work areas)
Where a fire alarm and detection system is required, employee work areas shall be provided with devices that provide audible and visible alarm notification."
- (27) Section 2204.1 (Supervision of Dispensing) is amended by deleting the section in its entirety and replacing with the following:

Section 2204.1 (Supervision of Dispensing)

The dispensing of flammable or combustible liquids into the fuel tank of a vehicle or into an approved container shall be under the supervision of a qualified attendant except service stations not open to the public. Such stations may be used by commercial, industrial governmental or manufacturing establishments for fueling vehicles in connection with their business.”

- (28) Section 2204.3 (Unattended Self-Service Motor Fuel Dispensing Facilities) is amended by deleting the section in its entirety.
- (29) Section 2204.3.1 (General) is amended by deleting the section in its entirety.
- (30) Section 2204.3.2 (Dispensers) is amended by deleting the section in its entirety.
- (31) Section 2204.3.3 (Emergency Controls) is amended by deleting the section in its entirety.
- (32) Section 2204.3.4 (Operating Instructions) is amended by deleting the section in its entirety.
- (33) Section 2204.3.5 (Emergency Procedures) is amended by deleting the section in its entirety.
- (34) Section 2204.3.6 (Communications) is amended by deleting the section in its entirety.
- (35) Section 2204.3.7 (Quantity Limits) is amended by deleting the section in its entirety.
- (36) Section 3406.6.1.2 (Leaving Vehicle Unattended) is amended by deleting the section in its entirety and replacing with the following:

Section 3406.6.1.2 (Leaving Vehicle Unattended)

At no time while discharging flammable, combustible or ignitable liquids shall the driver or operator be out of sight and reach of the discharge valves. If at any time while discharging flammable, combustible or ignitable liquids, the driver or operator must leave the vehicle for any reason, he or she shall shut down all valves until his or her return and shall be totally responsible for any and all spillage. When the delivery hose is attached to the vehicle it is presumed to be discharging flammable, combustible or ignitable liquids.

- (37) Appendix D Section D103.4 (Dead Ends) and Table D103.4 are amended by replacing "150 feet" with "100 feet".

C. AMENDMENTS TO NFPA LIFE SAFETY CODE:

- (1) Section 24.3.5.1 is amended by deleting the section in its entirety.
- (2) Section 43.6.4.1 is amended by deleting this section in its entirety and replacing with the following:

Section 43.6.4.1
In a building with rehabilitation work areas involving over 50% of the aggregate building area an automatic fire sprinkler system shall be installed to the code applicable to new construction for this type of occupancy.
- (3) Section 43.6.4.2 is amended by deleting the section in its entirety.
- (4) Section 43.6.4.4 is amended by replacing “up to and including the highest rehabilitation work area floor” with “highest floor”.

**12 April 2007
Regular Agenda
Comprehensive Plan Update**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning and Development Services

Agenda Caption: Presentation, possible action, and discussion regarding an update on the Comprehensive Planning process.

Recommendation(s): N/A

Summary: Staff will present an overview of the results of the Comprehensive Plan community survey that was conducted through a questionnaire included January's utility bill mailing. A total of 27,774 surveys were mailed out and 2,495 were returned by the 21 February cut-off date. The survey included topics relevant to the Comprehensive Plan and was specifically designed to gauge potential levels of support for various initiatives and strategies that might be further explored through the plan update process.

Staff will also present the revised project schedule for Phase I of the Comprehensive Plan and update the Council on the visioning process.

Budget & Financial Summary: N/A

Attachments:

1. Survey Results
2. Phase I Project Schedule

COMMUNITY SURVEY
COLLEGE STATION, TEXAS

Prepared for:

Kendig Keast Collaborative
514 Brooks Street
Sugar Land, TX 77478

Prepared by:

CDS Market Research
1250 Wood Branch Park Dr.
Suite 100
Houston, TX 77079

February, 2007

CDS
Market Research

An InterDirect USA, Ltd. Company

1250 Wood Branch Park Drive • Suite 100
Houston, Texas 77079
713.465.8866

February 28, 2007

Mr. Gary Mitchell
Kendig Keast Collaboration
514 Brooks Street
Sugar Land, TX 77476

SUBJECT: COLLEGE STATION COMMUNITY SURVEY

Dear Mr. Mitchell:

Enclosed please find three (3) copies of our report summarizing the findings of the mail survey of College Station utility customers completed in accordance with the Professional Services Agreement between our respective firms.

We appreciated the opportunity to be of service to Kendig Keast on this assignment and look forward to working with you again in the near future. Please don't hesitate to call me if you have any questions regarding the results of the survey.

Yours sincerely,

Ray C. Lawrence
Principal Associate

Enclosures (3)

cc: R. Kent Dussair
Charlie Savino

**COMMUNITY SURVEY
COLLEGE STATION, TEXAS**

TABLE OF CONTENTS

COLLEGE STATION, TEXAS 1

INTRODUCTION..... 1

METHODOLOGY 1

PROFILE OF RESPONDENTS 3

FINDINGS 5

COMMUNITY SURVEY COLLEGE STATION, TEXAS

INTRODUCTION

This report summarizes the results of a mail survey of College Station utility customers conducted during January and February, 2007 to provide support for a comprehensive plan for the City of College Station.

METHODOLOGY

- Questionnaire drafted by Kendig Keast and reviewed by CDS. Minor changes in questions and response options suggested by CDS incorporated into final questionnaire.
- One page (front and back) questionnaire consisting of six ranking and check-off questions relating to community issues and four demographic questions. (Copy enclosed as Appendix A.)
- Questionnaire mailed out with utility bills (four cycles) during the month of January, 2007 by College Station Utilities. Total of 27,774 customer households and businesses.

- Approximately one month allowed for returns. Returns collected and mailed by priority mail to CDS for processing. 2,495 returns received by CDS by cut-off date of February 21 representing raw return of 9.0%.

- Returned surveys edited by CDS. Of total 2,495 returns, 1,906 were useable. 589 returns excluded from sampling universe for one or more of the following reasons:
 - Failure to respond to one or more questions, rank three factors in Qs 1, 2, 3 and 6, or prioritize all factors in Q4.

 - Writing in and ranking or checking non-listed factors or issues.

 - Assigning the same rank to two or more factors or issues.

 - Checking rather than ranking factors/issues in Qs 1, 2, 3 and 6.

 - Checking both “student” and “non-student” in Q8.

 - Torn or damaged returns.

- Forms printed on only the front side (around 10).
- 900 completed and edited questionnaires randomly selected for tabulation. High level of validity in results for respondent universe minimum of $\pm 5\%$ on any finding at 99% confidence level. Validity of findings for entire universe of utility customers unknown due to fact that respondents (those who returned forms) were not randomly selected. Therefore, there is an unknown degree of nonresponse error. However, survey findings very representative of opinions of those with sufficient interest to respond.
- Sample selection followed by data entry, programming and printout of tabulations, analysis of findings, and preparation of final report. (Tabulation tables enclosed in Appendix B.)

PROFILE OF RESPONDENTS

- Two-thirds of the sample of 900 respondents were in the middle two age groups.

AGE OF RESPONDENTS IN SAMPLE

Age Group	Number	% of Total
18-24	148	16.4%
25-44	294	32.7%
45-64	307	34.1%
65+	151	16.8%
Totals	900	100.0%

- 80% of respondents were non-students.

STUDENT VS. NONSTUDENT RESPONDENTS

Student Status	Number	% of Total
Student	170	20.2%
Non-student	662	79.8%
Totals	900	100.0%

- Nearly three-fourths of respondents own their own home.

TENURE OF RESPONDENTS

Group	Number	% of Total
Own	662	73.6%
Rent	238	26.4%
Totals	900	100.0%

- The large majority have no children living in their households.

RESPONDENTS WITH CHILDREN AT HOME

Children	Number	% of Total
None	630	70.0%
One or more	270	30.0%
Totals	900	100.0%

FINDINGS

Question 1 asked respondents to rank from 1 to 3 their top three priorities from a list of 12 community needs and desires.

- “Traffic circulation” was the dominant concern of all demographic groups followed in distant second and third places by “public safety services (police/fire)” and “utilities (water, sewer, electricity)”.
- Other factors receiving significant numbers of top three rankings were (in order) “environmental protection”, “jobs and economic development”, “planning for compatible land uses”, “parks and recreation facilities”, “drainage and flooding” and “community image/appearance”.
- Three factors received only minor mention among the top three perceived issues – “historic buildings and areas”, “redevelopment efforts” and “housing needs”.
- “Traffic circulation” was ranked slightly lower on average (fewer No. 1 rankings, more No. 2 rankings) by respondents aged 18-24 and students than by older or non-student respondents (see Appendix B).

COMMUNITY NEEDS AND DESIRES (See Appendix B for Ranking Detail)

ISSUE/FACTOR	% Ranking 1-3
Traffic circulation	64%
Public safety services	42%
Utilities	34%
Environmental protection	28%
Jobs and economic development	27%
Parks and recreation facilities	21%
Drainage and flooding	20%
Community image/appearance	18%
Historic buildings and areas	8%
Redevelopment efforts	8%
Housing needs	6%

- “Public safety services (police/fire)” received a higher percentage of respondents aged 65+ rating the factor No. 1 compared to other respondent groups (see Appendix B).

Question 2 asked respondents to rank from 1 to 3 those factors that most negatively impact their quality of life.

- “Traffic congestion” was the dominant factor mentioned with “City taxes and utility rates” second. “Loss of green space”, “crime/security concerns” and “impacts of rental housing” all received strong mention, with over 30% of the sample ranking each 1, 2, or 3.
- A fifth of respondents ranked “loss of sense of community” and “lack of job opportunities” 1, 2, or 3.
- “Housing costs/availability”, “dealing with City regulations” and “limited activities for kids” received only minor mention among ranked factors.

**FACTORS THAT MOST NEGATIVELY IMPACT
QUALITY OF LIFE**
(See Appendix B for Ranking Detail)

FACTOR	% Ranking 1-3
Traffic congestion	81%
City taxes and utility rates	44%
Loss of "green" space	35%
Crime/security concerns	34%
Impacts of rental housing	31%
Loss of "sense of community"	20%
Lack of job opportunities	19%
Housing costs/availability	13%
Dealing with City regulations	10%
Limited activities for kids	9%

- Somewhat surprisingly, in view of the Question 1 results, those respondents 18-24 and students ranked “traffic congestion” the No. 1 factor more often than others (see Appendix B).
- Respondents aged 65+ ranked “crime/security concerns” 1, 2, or 3 more often than did other respondents (see Appendix B).
- Respondents in the upper three age groups, non-students and/or homeowners are more concerned about the “impacts of rental housing” than are the younger and/or student respondents (see Appendix B).

Question 3 asked respondents to rank the top three enhancements that would make College Station a better place to live and work.

- As could be expected from the findings related to the first two questions, “neighborhood traffic management” was the highest ranked enhancement.
- There was widely dispersed support for all other enhancements listed, led (in order) by “more park land and greenways”, “safer routes for biking/walking”, “beautification of the community” and “expanded airline service”.
- The item mentioned least often among enhancements ranked 1, 2, or 3 was “stronger code enforcement” (see Appendix B).
- Respondents 65+ were the strongest supporters of “neighborhood traffic management”, “expanded airline service” and “stronger code enforcement” (see Appendix B).
- The youngest age group (18-24) and students favored “more park land and greenways” and “more shopping and entertainment” the most (see Appendix B).

**ENHANCEMENTS THAT WOULD
MAKE COLLEGE STATION
A BETTER PLACE TO LIVE AND WORK**
(See Appendix B for Ranking Detail)

FACTOR	% Ranking 1-3
Neighborhood traffic management	49%
More park land and "greenways"	35%
Safer routes for biking/walking	33%
Beautification of the community	32%
Expanded airline services	31%
More shopping and entertainment	27%
Expanded public transit	25%
Preservation of rural area	24%
Creation of a true "city center"	24%
Stronger code enforcement	20%

- The two youngest age groups – 18-24 and 25-44 favored “creation of a true ‘city center’ the most.

Question 4 asked respondents what priority - high, medium or low – they would give to certain challenges that College Station is expected to face in coming years.

FACTORS WITH HIGH PRIORITY
 (See Appendix B for Detail)

- Those factors accorded “high priority” by the largest percentages of sample respondents were (in order, with the percent so indicating):
- All of these factors also had substantial, often more, respondents rating them “medium priority”.
- Factors that were for the most part rated as “medium priority” were “continued tax base expansion to fund public improvements” and “continued focus on special districts” (see Appendix B).
- Only one factor was rated “low priority” by the plurality of sample respondents – “focus on housing/amenities to attract more retirees here” see Appendix B).

FACTOR	% Rating High Priority
Promote more development while protecting existing neighborhoods and businesses	48%
Greater focus on integrity of established neighborhoods	48%
Improve how City codes deal with large-scale developments	46%
Upgrade the image and appearance of the community	42%
Manage outward growth to limit urban "sprawl"	36%
Focus on jobs/amenities to keep more A & M graduates here	36%

Question 5 asked respondents to express their feeling about whether the City should annex more territory in the future, with or without property owner consent (see Appendix B).

- The majority of respondents – 60% - felt that the City should be cautious with annexation, adding new territory to the city limits as development proceeds.
- Those favoring this view most strongly were respondents 18-24 years old and/or students.
- Around a fifth of respondents favored a policy of the City annexing as much territory as it can to stay ahead of growth.
- Another fifth favored the opposite policy of not annexing any new territory because the City has enough issues to deal with within the current city limits.

Question 6 asked respondents which of 11 types of improvements, services or programs they would rank 1, 2, and 3 in terms of the best use of City taxes and fees.

- The majority ranked “repair to existing streets” the most important issue, with strongest mention coming from 18-24 year olds.

**IMPROVEMENTS, SERVICES AND PROGRAMS
MOST DESERVING OF CITY TAXES AND FEES**

(See Appendix B for Detail)

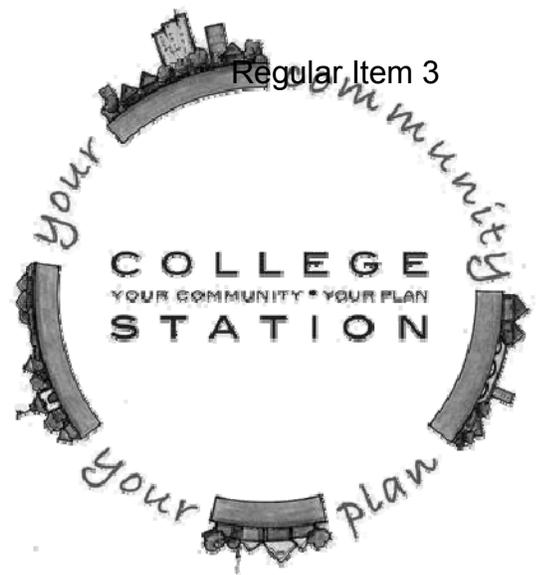
- Somewhat less than half the respondents gave top 3 ranks to “police, fire and ambulance services”, with those 65+ making most prominent mention of such services.
- “Long range and strategic planning” received the next highest frequency of top 3 rankings.
- “Library” and “development review/regulation” received the lowest percentages of respondents ranking them 1, 2, or 3.

ITEM	% Ranking 1-3
Street repairs	56%
Police, fire and ambulance services	47%
Long range and strategic planning	37%
Parks and recreation programs	30%
Drainage/storm sewers	24%
Code enforcement	22%
Off-road hike and bike trails	22%
New streets	17%
Water/sewer improvements	17%
Library	14%
Development review/regulation	13%

APPENDIX A
QUESTIONNAIRE

WE NEED YOU...

... to provide your opinions on the future of your community. This will take just a few minutes. But, your input will be invaluable as the City of College Station prepares to update its **Comprehensive Plan** – the long-range plan for how we can make our community even better in coming years. More information about the plan update process may be found online at: www.cstx.gov/CompPlanUpdate



1. A Comprehensive Plan addresses a wide variety of community needs and desires. Please **select and rank from 1 to 3 your top three priorities** on the following list:

- | | |
|--|--|
| <input type="checkbox"/> Environmental protection | <input type="checkbox"/> Historic buildings and areas |
| <input type="checkbox"/> Planning for compatible land uses | <input type="checkbox"/> Drainage and flooding |
| <input type="checkbox"/> Traffic circulation | <input type="checkbox"/> Community image/appearance |
| <input type="checkbox"/> Jobs and economic development | <input type="checkbox"/> Redevelopment efforts |
| <input type="checkbox"/> Parks and recreation facilities | <input type="checkbox"/> Public safety services (police/fire) |
| <input type="checkbox"/> Housing needs | <input type="checkbox"/> Utilities (water, sewer, electricity) |

2. Community planning is aimed at improving the “quality of life” of residents. Please **select and rank from 1 to 3 the three items** on the following list that most negatively impact your day-to-day life in College Station today:

- | | |
|---|--|
| <input type="checkbox"/> Traffic congestion | <input type="checkbox"/> Limited activities for kids |
| <input type="checkbox"/> Crime/security concerns | <input type="checkbox"/> Lack of job opportunities |
| <input type="checkbox"/> Loss of “green” space | <input type="checkbox"/> Dealing with City regulations |
| <input type="checkbox"/> Housing costs/availability | <input type="checkbox"/> City taxes and utility rates |
| <input type="checkbox"/> Impacts of rental housing | <input type="checkbox"/> Loss of “sense of community” |

3. On the other hand, what potential enhancements would make College Station an even better place to live and work? Please **select and rank from 1 to 3 the three items** on the following list you feel are most important:

- | | |
|--|---|
| <input type="checkbox"/> Neighborhood traffic management | <input type="checkbox"/> Expanded public transit |
| <input type="checkbox"/> Expanded airline service | <input type="checkbox"/> Stronger code enforcement |
| <input type="checkbox"/> More shopping and entertainment | <input type="checkbox"/> Safer routes for biking/walking |
| <input type="checkbox"/> Beautification of the community | <input type="checkbox"/> Preservation of rural areas |
| <input type="checkbox"/> More park land and “greenways” | <input type="checkbox"/> Creation of a true “city center” |

(More Questions on Back)

Regular Item 3

4. College Station will face many challenges in coming years as it continues to grow. What priority do you place on each of the following potential strategies the City might pursue? **(please check boxes)**

<u>High Priority</u>	<u>Medium Priority</u>	<u>Low Priority</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manage outward growth to limit urban "sprawl"
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Promote more development within the City while protecting existing neighborhoods and businesses
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Focus on jobs/amenities to keep more A&M graduates here
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Focus on housing/amenities to attract more retirees here
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Continued tax base expansion to fund public improvements
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Greater focus on integrity of established neighborhoods
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Upgrade the image and appearance of the community
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Make recreation and "green space" a central focus
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Improve how City codes deal with large-scale developments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Continued focus on special districts (like Wolf Pen Creek, Northgate)

5. Cities and counties in Texas have limited authority to regulate land development outside city limits. But, cities are able to annex additional territory to extend their building/development codes to new growth areas. What is your feeling about the City of College Station potentially annexing more territory in the future, with or without property owner consent? **(please check one)**

- The City should annex as much territory as it can under state law to "stay ahead" of the growth that is already happening and likely to continue.
- The City should be cautious with annexation, adding new territory to the city limits as development proceeds but otherwise avoiding significant annexations.
- The City should not annex any new territory because it has enough issues to deal with in the current city limits.

6. If City taxes or fees you pay were to be devoted to improving a particular type of City service, please **select and rank from 1 to 3 your top three priorities** on the following list:

- _____ Off-road hike/bike trails
- _____ Library
- _____ Long-range and strategic planning
- _____ New streets
- _____ Repair to existing streets
- _____ Drainage/storm sewers
- _____ Water/sewer improvements
- _____ Code enforcement (building, parking, property maintenance)
- _____ Police, fire, ambulance services
- _____ Parks and recreation programs
- _____ Development review/regulation

THANK YOU

Please include the completed survey with your utility bill payment, OR
You may drop it off at City Hall, Planning & Development Services Department, 1101 Texas Avenue

APPENDIX B

TABLES

Q.1 A Comprehensive Plan addresses a wide variety of community needs and desires. Please select and rank from 1 to 3 your top three priorities on the following list.

a. Environmental protection

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	125 14%	23 16%	49 17%	41 13%	12 8%	31 18%	91 13%	81 12%	44 18%	86 14%	39 14%
Two	49 5%	9 6%	16 5%	21 7%	3 2%	7 4%	41 6%	35 5%	14 6%	28 4%	21 8%
Three	79 9%	14 9%	20 7%	34 11%	11 7%	17 10%	60 8%	59 9%	20 8%	60 10%	19 7%

b. Planning for compatible land uses

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	54 6%	1 1%	6 2%	27 9%	20 13%	3 2%	50 7%	53 8%	1 0%	45 7%	9 3%
Two	87 10%	4 3%	22 7%	44 14%	17 11%	7 4%	79 11%	76 11%	11 5%	53 8%	34 13%
Three	76 8%	3 2%	29 10%	28 9%	16 11%	3 2%	73 10%	63 10%	13 5%	44 7%	31 12%

c. Traffic circulation

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	293 33%	39 26%	102 35%	107 35%	45 30%	47 28%	245 34%	227 34%	66 28%	200 32%	93 35%
Two	155 17%	34 23%	45 15%	47 15%	29 19%	40 24%	111 15%	107 16%	48 20%	113 18%	42 16%
Three	125 14%	19 13%	38 13%	45 15%	23 15%	24 14%	100 14%	97 15%	28 12%	89 14%	36 13%

Q.1 A Comprehensive Plan addresses a wide variety of community needs and desires. Please select and rank from 1 to 3 your top three priorities on the following list.

d. Jobs and economic development

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	100 11%	19 13%	44 15%	28 9%	9 6%	21 12%	79 11%	61 9%	39 16%	65 10%	34 13%
Two	84 9%	13 9%	34 12%	24 8%	13 9%	16 9%	68 9%	63 10%	21 9%	61 10%	23 9%
Three	63 7%	15 10%	24 8%	15 5%	9 6%	13 8%	49 7%	41 6%	22 9%	45 7%	18 7%

e. Parks and recreation facilities

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	36 4%	5 3%	16 5%	13 4%	2 1%	5 3%	31 4%	28 4%	8 3%	19 3%	17 6%
Two	76 8%	12 8%	41 14%	21 7%	2 1%	17 10%	59 8%	56 8%	20 8%	45 7%	31 12%
Three	79 9%	18 12%	28 10%	23 7%	10 7%	24 14%	53 7%	55 8%	24 10%	48 8%	31 12%

f. Housing needs

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	16 2%	7 5%	2 1%	4 1%	3 2%	6 4%	10 1%	8 1%	8 3%	15 2%	1 0%
Two	18 2%	4 3%	7 2%	3 1%	4 3%	5 3%	13 2%	6 1%	12 5%	14 2%	4 1%
Three	21 2%	7 5%	8 3%	4 1%	2 1%	7 4%	13 2%	9 1%	12 5%	16 3%	5 2%

Q.1 A Comprehensive Plan addresses a wide variety of community needs and desires. Please select and rank from 1 to 3 your top three priorities on the following list.

g. Historic buildings and areas

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	14 2%	3 2%	5 2%	3 1%	3 2%	3 2%	11 2%	13 2%	1 0%	11 2%	3 1%
Two	28 3%	3 2%	9 3%	13 4%	3 2%	3 2%	25 3%	21 3%	7 3%	22 3%	6 2%
Three	31 3%	12 8%	10 3%	9 3%	0 0%	13 8%	18 3%	19 3%	12 5%	25 4%	6 2%

h. Drainage and flooding

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	31 3%	8 5%	3 1%	15 5%	5 3%	7 4%	23 3%	25 4%	6 3%	22 3%	9 3%
Two	80 9%	18 12%	23 8%	22 7%	17 11%	21 12%	58 8%	58 9%	22 9%	61 10%	19 7%
Three	73 8%	7 5%	17 6%	31 10%	18 12%	8 5%	64 9%	59 9%	14 6%	50 8%	23 9%

i. Redevelopment efforts

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	13 1%	3 2%	3 1%	5 2%	2 1%	3 2%	10 1%	9 1%	4 2%	9 1%	4 1%
Two	21 2%	3 2%	11 4%	5 2%	2 1%	5 3%	16 2%	16 2%	5 2%	15 2%	5 2%
Three	46 5%	4 3%	20 7%	16 5%	6 4%	6 4%	39 5%	31 5%	15 6%	33 5%	13 5%

j. Community image/appearance

	Age					Status		Home		Household	
	Total	18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	17 2%	3 2%	6 2%	6 2%	2 1%	2 1%	15 2%	16 2%	1 0%	13 2%	4 1%
Two	52 6%	5 3%	24 8%	15 5%	8 5%	4 2%	47 7%	44 7%	8 3%	31 5%	21 8%
Three	86 10%	16 11%	33 11%	27 9%	10 7%	19 11%	67 9%	61 9%	25 11%	64 10%	22 8%

k. Public safety services (police/fire)

	Age					Status		Home		Household	
	Total	18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	155 17%	28 19%	38 13%	49 16%	40 26%	29 17%	122 17%	113 17%	42 18%	110 17%	45 17%
Two	121 13%	18 12%	34 12%	47 15%	22 15%	19 11%	102 14%	91 14%	30 13%	86 14%	35 13%
Three	106 12%	13 9%	34 12%	37 12%	22 15%	15 9%	89 12%	85 13%	21 9%	78 12%	28 10%

l. Utilities (water, sewer, electricity)

	Age					Status		Home		Household	
	Total	18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	53 6%	10 7%	20 7%	12 4%	11 7%	14 8%	37 5%	34 5%	19 8%	42 7%	11 4%
Two	132 15%	26 18%	28 10%	47 15%	31 21%	27 16%	101 14%	91 14%	41 17%	104 17%	28 10%
Three	116 13%	19 13%	34 12%	40 13%	23 15%	19 11%	96 13%	84 13%	32 13%	79 13%	37 14%

Q.2 Community planning is aimed at improving the "quality of life" of residents. Please select and rank from 1 to 3 the three items on the following list that most negatively impact your day-to-day life in College Station today.

a. Traffic congestion

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	411 46%	85 57%	131 45%	125 41%	70 46%	90 53%	318 44%	292 44%	119 50%	295 47%	116 43%
Two	174 19%	25 17%	60 20%	61 20%	28 19%	34 20%	140 19%	129 19%	45 19%	126 20%	48 18%
Three	143 16%	11 7%	38 13%	66 21%	28 19%	15 9%	124 17%	122 18%	21 9%	94 15%	48 18%

b. Crime/security concerns

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	60 7%	13 9%	16 5%	13 4%	18 12%	18 11%	40 6%	34 5%	26 11%	49 8%	11 4%
Two	114 13%	23 16%	20 7%	45 15%	26 17%	23 14%	88 12%	87 13%	27 11%	82 13%	32 12%
Three	125 14%	22 15%	29 10%	46 15%	28 19%	25 15%	100 14%	92 14%	33 14%	88 14%	37 14%

c. Loss of "green" space

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	84 9%	11 7%	31 11%	37 12%	5 3%	13 8%	69 10%	64 10%	20 8%	55 9%	29 11%
Two	124 14%	23 16%	38 13%	45 15%	18 12%	29 17%	92 13%	95 14%	29 12%	85 13%	38 14%
Three	108 12%	21 14%	35 12%	40 13%	12 8%	26 15%	82 11%	81 12%	27 11%	78 12%	30 11%

Q.2 Community planning is aimed at improving the "quality of life" of residents. Please select and rank from 1 to 3 the three items on the following list that most negatively impact your day-to-day life in College Station today.

d. Housing costs/availability

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	21 2%	7 5%	8 3%	1 0%	5 3%	7 4%	14 2%	6 1%	15 6%	18 3%	3 1%
Two	48 5%	20 14%	20 7%	7 2%	1 1%	18 11%	29 4%	18 3%	30 13%	37 6%	11 4%
Three	58 6%	21 14%	22 7%	12 4%	3 2%	20 12%	38 5%	23 3%	35 15%	44 7%	14 5%

e. Impacts of rental housing

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	93 10%	4 3%	27 9%	47 15%	15 10%	6 4%	85 12%	83 13%	10 4%	59 9%	34 13%
Two	95 11%	7 5%	31 11%	38 12%	19 13%	9 5%	85 12%	81 12%	14 6%	66 10%	29 11%
Three	89 10%	8 5%	32 11%	26 8%	23 15%	10 6%	78 11%	71 11%	18 8%	67 11%	22 8%

f. Limited activities for kids

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	17 2%	2 1%	10 3%	5 2%	0 0%	4 2%	13 2%	12 2%	5 2%	6 1%	11 4%
Two	28 3%	1 1%	21 7%	6 2%	0 0%	1 1%	27 4%	23 3%	5 2%	4 1%	24 9%
Three	40 4%	8 5%	22 7%	9 3%	1 1%	8 5%	31 4%	29 4%	11 5%	14 2%	26 10%

Q.2 Community planning is aimed at improving the "quality of life" of residents. Please select and rank from 1 to 3 the three items on the following list that most negatively impact your day-to-day life in College Station today.

g. Lack of job opportunities

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	52 6%	9 6%	22 7%	18 6%	3 2%	10 6%	42 6%	30 5%	22 9%	37 6%	14 5%
Two	62 7%	13 9%	27 9%	16 5%	6 4%	12 7%	50 7%	39 6%	23 10%	47 7%	15 6%
Three	56 6%	14 9%	24 8%	11 4%	7 5%	14 8%	41 6%	35 5%	21 9%	40 6%	16 6%

h. Dealing with City regulations

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	21 2%	2 1%	2 1%	14 5%	3 2%	1 1%	19 3%	19 3%	2 1%	15 2%	6 2%
Two	27 3%	2 1%	10 3%	9 3%	6 4%	2 1%	25 3%	20 3%	7 3%	18 3%	9 3%
Three	43 5%	4 3%	20 7%	12 4%	7 5%	8 5%	33 5%	35 5%	8 3%	28 4%	15 6%

i. City taxes and utility rates

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	121 13%	13 9%	39 13%	40 13%	29 19%	17 10%	102 14%	106 16%	15 6%	83 13%	38 14%
Two	156 17%	28 19%	37 13%	53 17%	38 25%	29 17%	125 17%	115 17%	41 17%	112 18%	44 16%
Three	128 14%	26 18%	41 14%	39 13%	22 15%	27 16%	99 14%	87 13%	41 17%	98 16%	30 11%

Q.2 Community planning is aimed at improving the "quality of life" of residents. Please select and rank from 1 to 3 the three items on the following list that most negatively impact your day-to-day life in College Station today.

j. Loss of "sense of community"

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	19 2%	2 1%	7 2%	7 2%	3 2%	4 2%	15 2%	15 2%	4 2%	13 2%	6 2%
Two	69 8%	5 3%	28 10%	26 8%	10 7%	12 7%	56 8%	53 8%	16 7%	51 8%	18 7%
Three	90 10%	10 7%	24 8%	39 13%	17 11%	12 7%	78 11%	71 11%	19 8%	64 10%	26 10%

February 2007

College Station Comprehensive Plan Community Survey

Q.3 On the other hand, what potential enhancements would make College Station an even better place to live and work? Please select and rank from 1 to 3 the three items on the following list you feel are most important.

a. Neighborhood traffic management

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	223 25%	33 22%	61 21%	74 24%	55 36%	39 23%	180 25%	175 26%	48 20%	159 25%	64 24%
Two	122 14%	15 10%	25 9%	45 15%	37 25%	17 10%	105 15%	98 15%	24 10%	87 14%	35 13%
Three	91 10%	12 8%	36 12%	36 12%	7 5%	14 8%	77 11%	73 11%	18 8%	58 9%	33 12%

b. Expanded airline service

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	97 11%	8 5%	24 8%	40 13%	25 17%	10 6%	87 12%	79 12%	18 8%	74 12%	23 9%
Two	104 12%	17 11%	33 11%	36 12%	18 12%	14 8%	88 12%	80 12%	24 10%	78 12%	26 10%
Three	75 8%	7 5%	32 11%	23 7%	13 9%	11 6%	62 9%	53 8%	22 9%	51 8%	24 9%

c. More shopping and entertainment

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	89 10%	38 26%	28 10%	18 6%	5 3%	34 20%	54 8%	43 6%	46 19%	67 11%	22 8%
Two	79 9%	20 14%	33 11%	21 7%	5 3%	20 12%	59 8%	50 8%	29 12%	56 9%	23 9%
Three	72 8%	13 9%	28 10%	22 7%	9 6%	16 9%	56 8%	50 8%	22 9%	45 7%	26 10%

Q.3 On the other hand, what potential enhancements would make College Station an even better place to live and work? Please select and rank from 1 to 3 the three items on the following list you feel are most important.

d. Beautification of the community

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	65 7%	9 6%	26 9%	16 5%	14 9%	12 7%	53 7%	46 7%	19 8%	46 7%	19 7%
Two	88 10%	17 11%	30 10%	28 9%	13 9%	20 12%	68 9%	63 10%	25 11%	61 10%	26 10%
Three	131 15%	27 18%	46 16%	38 12%	20 13%	28 16%	102 14%	87 13%	44 18%	100 16%	31 12%

e. More park land and "greenways"

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	79 9%	18 12%	28 10%	28 9%	5 3%	20 12%	56 8%	54 8%	25 11%	56 9%	23 9%
Two	119 13%	21 14%	40 14%	42 14%	16 11%	31 18%	87 12%	80 12%	39 16%	85 13%	34 13%
Three	118 13%	18 12%	38 13%	49 16%	13 9%	24 14%	94 13%	91 14%	27 11%	80 13%	38 14%

f. Expanded public transit

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	63 7%	9 6%	21 7%	24 8%	9 6%	11 6%	51 7%	38 6%	25 11%	52 8%	11 4%
Two	90 10%	16 11%	29 10%	31 10%	14 9%	22 13%	66 9%	62 9%	28 12%	72 11%	18 7%
Three	71 8%	9 6%	15 5%	26 8%	21 14%	11 6%	59 8%	58 9%	13 5%	49 8%	22 8%

Q.3 On the other hand, what potential enhancements would make College Station an even better place to live and work? Please select and rank from 1 to 3 the three items on the following list you feel are most important.

g. Stronger code enforcement

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	75 8%	2 1%	20 7%	31 10%	22 15%	3 2%	70 10%	67 10%	8 3%	42 7%	33 12%
Two	66 7%	6 4%	15 5%	24 8%	21 14%	6 4%	59 8%	60 9%	6 3%	44 7%	22 8%
Three	47 5%	4 3%	11 4%	17 6%	15 10%	3 2%	44 6%	42 6%	5 2%	33 5%	14 5%

h. Safer routes for biking/walking

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	84 9%	14 9%	42 14%	26 8%	2 1%	23 14%	61 8%	60 9%	24 10%	51 8%	33 12%
Two	109 12%	19 13%	38 13%	43 14%	9 6%	20 12%	87 12%	82 12%	27 11%	67 11%	42 16%
Three	104 12%	18 12%	30 10%	35 11%	21 14%	23 14%	78 11%	74 11%	30 13%	78 12%	26 10%

i. Preservation of rural areas

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	60 7%	9 6%	17 6%	29 9%	5 3%	8 5%	51 7%	50 8%	10 4%	40 6%	19 7%
Two	62 7%	5 3%	23 8%	19 6%	15 10%	6 4%	54 8%	47 7%	15 6%	39 6%	23 9%
Three	98 11%	19 13%	22 7%	43 14%	14 9%	18 11%	75 10%	72 11%	26 11%	70 11%	28 10%

Q.3 On the other hand, what potential enhancements would make College Station an even better place to live and work? Please select and rank from 1 to 3 the three items on the following list you feel are most important.

j. Creation of a true "city center"

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	66 7%	9 6%	27 9%	21 7%	9 6%	11 6%	55 8%	50 8%	16 7%	44 7%	22 8%
Two	61 7%	12 8%	28 10%	18 6%	3 2%	14 8%	45 6%	40 6%	21 9%	41 7%	20 7%
Three	89 10%	21 14%	35 12%	17 6%	16 11%	22 13%	67 9%	58 9%	31 13%	63 10%	26 10%

Q.4 College Station will face many challenges in coming years as it continues to grow. What priority do you place on each of the following potential strategies the City might pursue?

a. Manage outward growth to limit urban "sprawl"

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	895 100%	146 100%	294 100%	305 100%	150 100%	168 100%	715 100%	657 100%	238 100%	626 100%	268 100%
High priority	323 36%	36 25%	104 35%	117 38%	66 44%	46 27%	269 38%	257 39%	66 28%	223 36%	99 37%
Medium priority	359 40%	66 45%	114 39%	120 39%	59 39%	70 42%	286 40%	256 39%	103 43%	255 41%	104 39%
Low priority	213 24%	44 30%	76 26%	68 22%	25 17%	52 31%	160 22%	144 22%	69 29%	148 24%	65 24%

b. Promote more development within the City while protecting existing neighborhoods and businesses

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	898 100%	148 100%	293 100%	307 100%	150 100%	170 100%	717 100%	660 100%	238 100%	629 100%	268 100%
High priority	429 48%	57 39%	145 49%	151 49%	76 51%	67 39%	356 50%	320 48%	109 46%	298 47%	130 49%
Medium priority	352 39%	76 51%	112 38%	116 38%	48 32%	82 48%	267 37%	247 37%	105 44%	245 39%	107 40%
Low priority	117 13%	15 10%	36 12%	40 13%	26 17%	21 12%	94 13%	93 14%	24 10%	86 14%	31 12%

c. Focus on job/amenities to keep more A&M graduates here

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	898 100%	147 100%	294 100%	307 100%	150 100%	169 100%	718 100%	660 100%	238 100%	628 100%	269 100%
High priority	234 26%	53 36%	78 27%	69 22%	34 23%	62 37%	171 24%	154 23%	80 34%	175 28%	58 22%
Medium priority	298 33%	52 35%	106 36%	94 31%	46 31%	56 33%	237 33%	211 32%	87 37%	211 34%	87 32%
Low priority	366 41%	42 29%	110 37%	144 47%	70 47%	51 30%	310 43%	295 45%	71 30%	242 39%	124 46%

Q.4 College Station will face many challenges in coming years as it continues to grow. What priority do you place on each of the following potential strategies the City might pursue?

d. Focus on housing/amenities to attract more retirees here

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	897 100%	148 100%	293 100%	306 100%	150 100%	169 100%	717 100%	659 100%	238 100%	629 100%	267 100%
High priority	156 17%	17 11%	30 10%	67 22%	42 28%	19 11%	136 19%	121 18%	35 15%	118 19%	38 14%
Medium priority	328 37%	51 34%	102 35%	110 36%	65 43%	54 32%	269 38%	245 37%	83 35%	235 37%	93 35%
Low priority	413 46%	80 54%	161 55%	129 42%	43 29%	96 57%	312 44%	293 44%	120 50%	276 44%	136 51%

e. Continued tax base expansion to fund public improvements

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	890 100%	146 100%	291 100%	306 100%	147 100%	168 100%	710 100%	652 100%	238 100%	622 100%	267 100%
High priority	138 16%	16 11%	43 15%	54 18%	25 17%	19 11%	119 17%	109 17%	29 12%	94 15%	44 16%
Medium priority	472 53%	85 58%	164 56%	156 51%	67 46%	99 59%	368 52%	335 51%	137 58%	329 53%	142 53%
Low priority	280 31%	45 31%	84 29%	96 31%	55 37%	50 30%	223 31%	208 32%	72 30%	199 32%	81 30%

f. Greater focus on integrity of established neighborhoods

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
High priority	433 48%	51 34%	130 44%	165 54%	87 58%	58 34%	370 52%	348 53%	85 36%	294 47%	138 51%
Medium priority	343 38%	66 45%	123 42%	107 35%	47 31%	81 48%	256 36%	235 35%	108 45%	247 39%	96 36%
Low priority	124 14%	31 21%	41 14%	35 11%	17 11%	31 18%	92 13%	79 12%	45 19%	89 14%	35 13%

Q.4 College Station will face many challenges in coming years as it continues to grow. What priority do you place on each of the following potential strategies the City might pursue?

g. Upgrade the image and appearance of the community

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	895 100%	146 100%	294 100%	307 100%	148 100%	168 100%	716 100%	658 100%	237 100%	625 100%	269 100%
High priority	380 42%	62 42%	130 44%	122 40%	66 45%	72 43%	304 42%	275 42%	105 44%	271 43%	108 40%
Medium priority	395 44%	67 46%	122 41%	140 46%	66 45%	72 43%	318 44%	299 45%	96 41%	273 44%	122 45%
Low priority	120 13%	17 12%	42 14%	45 15%	16 11%	24 14%	94 13%	84 13%	36 15%	81 13%	39 14%

h. Make recreation and "green space" a central focus

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	898 100%	148 100%	293 100%	307 100%	150 100%	170 100%	716 100%	660 100%	238 100%	628 100%	269 100%
High priority	358 40%	72 49%	134 46%	128 42%	24 16%	87 51%	264 37%	253 38%	105 44%	234 37%	124 46%
Medium priority	375 42%	58 39%	125 43%	115 37%	77 51%	62 36%	311 43%	275 42%	100 42%	275 44%	99 37%
Low priority	165 18%	18 12%	34 12%	64 21%	49 33%	21 12%	141 20%	132 20%	33 14%	119 19%	46 17%

i. Improve how City codes deal with large-scale developments

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	891 100%	146 100%	292 100%	304 100%	149 100%	168 100%	711 100%	654 100%	237 100%	625 100%	265 100%
High priority	410 46%	33 23%	109 37%	176 58%	92 62%	44 26%	359 50%	342 52%	68 29%	291 47%	119 45%
Medium priority	372 42%	81 55%	136 47%	103 34%	52 35%	87 52%	281 40%	258 39%	114 48%	258 41%	113 43%
Low priority	109 12%	32 22%	47 16%	25 8%	5 3%	37 22%	71 10%	54 8%	55 23%	76 12%	33 12%

Q.4 College Station will face many challenges in coming years as it continues to grow. What priority do you place on each of the following potential strategies the City might pursue?

j. Continued focus on special districts (like Wolf Pen Creek, Northgate)

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	896 100%	147 100%	294 100%	305 100%	150 100%	169 100%	715 100%	659 100%	237 100%	628 100%	267 100%
High priority	231 26%	73 50%	81 28%	53 17%	24 16%	77 46%	150 21%	126 19%	105 44%	180 29%	51 19%
Medium priority	394 44%	52 35%	130 44%	150 49%	62 41%	65 38%	325 45%	307 47%	87 37%	271 43%	122 46%
Low priority	271 30%	22 15%	83 28%	102 33%	64 43%	27 16%	240 34%	226 34%	45 19%	177 28%	94 35%

Q.5 Cities and counties in Texas have limited authority to regulate land development outside city limits. But, cities are able to annex additional territory to extend their building/development codes to new growth areas. What is your feeling about the City of College Station potentially annexing more territory in the future, with or without property owner consent?

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	892 100%	147 100%	291 100%	304 100%	150 100%	167 100%	713 100%	655 100%	237 100%	626 100%	265 100%
The City should annex as much territory as it can under law to "stay ahead" of the growth that is already happening...	185 21%	21 14%	65 22%	61 20%	38 25%	26 16%	158 22%	147 22%	38 16%	129 21%	56 21%
The City should be cautious with annexation, adding new territory to the city limits as development proceeds...	539 60%	107 73%	169 58%	179 59%	84 56%	117 70%	415 58%	382 58%	157 66%	390 62%	148 56%
The City should not annex any new territory because it has enough issues to deal with in the current city limits	168 19%	19 13%	57 20%	64 21%	28 19%	24 14%	140 20%	126 19%	42 18%	107 17%	61 23%

Q.6 If City taxes or fees you pay were to be devoted to improving a particular type of City service, please select and rank from 1 to 3 your top three priorities on the following list.

a. Off-road hike/bike trails

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	74 8%	9 6%	40 14%	24 8%	1 1%	17 10%	57 8%	51 8%	23 10%	42 7%	32 12%
Two	58 6%	10 7%	27 9%	17 6%	4 3%	14 8%	42 6%	41 6%	17 7%	39 6%	19 7%
Three	71 8%	14 9%	31 11%	22 7%	4 3%	17 10%	53 7%	48 7%	23 10%	52 8%	19 7%

b. Library

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	29 3%	4 3%	12 4%	10 3%	3 2%	4 2%	25 3%	22 3%	7 3%	19 3%	10 4%
Two	41 5%	5 3%	18 6%	11 4%	7 5%	9 5%	32 4%	32 5%	9 4%	25 4%	16 6%
Three	51 6%	5 3%	19 6%	19 6%	8 5%	8 5%	42 6%	37 6%	14 6%	31 5%	20 7%

c. Long-range and strategic planning

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	130 14%	20 14%	40 14%	46 15%	24 16%	21 12%	107 15%	104 16%	26 11%	96 15%	33 12%
Two	100 11%	14 9%	34 12%	35 11%	17 11%	22 13%	76 11%	74 11%	26 11%	71 11%	29 11%
Three	105 12%	13 9%	41 14%	34 11%	17 11%	20 12%	85 12%	80 12%	25 11%	68 11%	37 14%

Q.6 If City taxes or fees you pay were to be devoted to improving a particular type of City service, please select and rank from 1 to 3 your top three priorities on the following list.

d. New streets

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	65 7%	13 9%	24 8%	15 5%	13 9%	14 8%	51 7%	42 6%	23 10%	49 8%	16 6%
Two	55 6%	8 5%	21 7%	20 7%	6 4%	7 4%	48 7%	42 6%	13 5%	38 6%	17 6%
Three	36 4%	6 4%	10 3%	17 6%	3 2%	6 4%	28 4%	29 4%	7 3%	23 4%	13 5%

e. Repair to existing streets

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	211 23%	42 28%	53 18%	71 23%	45 30%	48 28%	161 22%	151 23%	60 25%	159 25%	52 19%
Two	201 22%	45 30%	58 20%	66 21%	32 21%	44 26%	155 22%	141 21%	60 25%	149 24%	52 19%
Three	99 11%	15 10%	32 11%	36 12%	16 11%	18 11%	81 11%	73 11%	26 11%	73 12%	25 9%

f. Drainage/storm sewers

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	43 5%	10 7%	14 5%	12 4%	7 5%	12 7%	31 4%	31 5%	12 5%	31 5%	12 4%
Two	88 10%	18 12%	20 7%	35 11%	15 10%	20 12%	67 9%	65 10%	23 10%	65 10%	23 9%
Three	80 9%	13 9%	22 7%	32 10%	13 9%	12 7%	67 9%	58 9%	22 9%	55 9%	25 9%

Q.6 If City taxes or fees you pay were to be devoted to improving a particular type of City service, please select and rank from 1 to 3 your top three priorities on the following list.

g. Water/sewer improvements

	Age					Status		Home		Household	
	Total	18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	31 3%	5 3%	9 3%	13 4%	4 3%	6 4%	24 3%	23 3%	8 3%	22 3%	9 3%
Two	58 6%	7 5%	18 6%	23 7%	10 7%	7 4%	48 7%	42 6%	16 7%	45 7%	13 5%
Three	69 8%	15 10%	19 6%	21 7%	14 9%	14 8%	54 8%	47 7%	22 9%	52 8%	17 6%

h. Code enforcement (building, parking, property maintenance)

	Age					Status		Home		Household	
	Total	18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	49 5%	2 1%	14 5%	19 6%	14 9%	2 1%	47 7%	40 6%	9 4%	38 6%	11 4%
Two	73 8%	8 5%	22 7%	19 6%	24 16%	6 4%	66 9%	66 10%	7 3%	48 8%	25 9%
Three	77 9%	7 5%	25 9%	23 7%	22 15%	10 6%	67 9%	61 9%	16 7%	53 8%	24 9%

i. Police, fire, ambulance services

	Age					Status		Home		Household	
	Total	18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	186 21%	28 19%	57 19%	69 22%	32 21%	28 16%	154 21%	141 21%	45 19%	124 20%	62 23%
Two	115 13%	8 5%	30 10%	48 16%	29 19%	11 6%	103 14%	90 14%	25 11%	79 13%	36 13%
Three	115 13%	20 14%	26 9%	42 14%	27 18%	21 12%	93 13%	92 14%	23 10%	84 13%	31 12%

Q.6 If City taxes or fees you pay were to be devoted to improving a particular type of City service, please select and rank from 1 to 3 your top three priorities on the following list.

j. Parks and recreation programs

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	63 7%	16 11%	27 9%	19 6%	1 1%	18 11%	43 6%	38 6%	25 11%	35 6%	28 10%
Two	82 9%	21 14%	37 13%	21 7%	3 2%	26 15%	56 8%	47 7%	35 15%	53 8%	29 11%
Three	124 14%	35 24%	47 16%	29 9%	13 9%	34 20%	87 12%	76 11%	48 20%	90 14%	34 13%

k. Development review/regulation

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
One	19 2%	0 0%	3 1%	9 3%	7 5%	0 0%	18 3%	19 3%	0 0%	15 2%	4 1%
Two	31 3%	4 3%	9 3%	12 4%	6 4%	3 2%	28 4%	23 3%	8 3%	21 3%	9 3%
Three	71 8%	4 3%	21 7%	34 11%	12 8%	9 5%	60 8%	60 9%	11 5%	48 8%	23 9%

Q.7 What is your age range?

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
18-24	148 16%	148 100%	0 0%	0 0%	0 0%	129 76%	19 3%	27 4%	121 51%	146 23%	2 1%
25-44	294 33%	0 0%	294 100%	0 0%	0 0%	37 22%	253 35%	197 30%	97 41%	138 22%	155 58%
45-64	307 34%	0 0%	0 0%	307 100%	0 0%	4 2%	300 42%	296 45%	11 5%	203 32%	104 39%
65 or over	151 17%	0 0%	0 0%	0 0%	151 100%	0 0%	146 20%	142 21%	9 4%	143 23%	8 3%

Q.8 Are you a college student?

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	888 100%	148 100%	290 100%	304 100%	146 100%	170 100%	718 100%	653 100%	235 100%	620 100%	267 100%
Student	170 19%	129 87%	37 13%	4 1%	0 0%	170 100%	0 0%	36 6%	134 57%	161 26%	9 3%
Non-student	718 81%	19 13%	253 87%	300 99%	146 100%	0 0%	718 100%	617 94%	101 43%	459 74%	258 97%

Q.9 Do you own or rent your current residence?

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	900 100%	148 100%	294 100%	307 100%	151 100%	170 100%	718 100%	662 100%	238 100%	630 100%	269 100%
Own	662 74%	27 18%	197 67%	296 96%	142 94%	36 21%	617 86%	662 100%	0 0%	417 66%	244 91%
Rent	238 26%	121 82%	97 33%	11 4%	9 6%	134 79%	101 14%	0 0%	238 100%	213 34%	25 9%

Q.10 Do you have children in your household?

	Total	Age				Status		Home		Household	
		18-24	25-44	45-64	65+	Student	Non-Student	Own	Rent	No Kids	Kids
Base	899 100%	148 100%	293 100%	307 100%	151 100%	170 100%	717 100%	661 100%	238 100%	630 100%	269 100%
None	630 70%	146 99%	138 47%	203 66%	143 95%	161 95%	459 64%	417 63%	213 89%	630 100%	0 0%
One or more	269 30%	2 1%	155 53%	104 34%	8 5%	9 5%	258 36%	244 37%	25 11%	0 0%	269 100%



Status	Date/Time	Meeting	Activity	Project Deliverable
Phase 1 Contract finalized on 08/15/06				
✓	Thursday, 09/21/06 2:30 p.m.	Kick-Off Meeting (Department directors, key staff)	Introductions, scope and schedule overview, project logistics	Citizens Congress checklist
✓	Friday, 10/06/06	None	Existing land use character analysis	Existing Land Use Character Map
✓	Thursday, 10/26/06, 9:00 a.m.-4:00 p.m.	Focus Groups - Day 1	Assess community perceptions and concerns, solicit opinions and ideas	None
✓	Thursday, 10/26/06, 6:00 p.m.	CPAC 1	Complete SWOT analysis, issues identification	None
✓	Friday, 10/27/06, 9:00 a.m.-4:00 p.m.	Focus Groups - Day 2	Assess community perceptions and concerns, solicit opinions and ideas	None
✓	Monday, 11/06/06	None	Submit interim deliverable for review and distribution	Focus Groups Summary
✓	Monday, 11/06/06, 6:00 p.m.	CPAC 2	Review results of Focus Groups, discuss Citizens Congress plans	None
✓	Friday, 11/10/06	None	Submit deliverable for review and distribution	Draft Community Survey
✓	Thursday, 11/16/06, 6:00 p.m.	P&Z Briefing 1	Update on Focus Groups, Citizens Congress plans and draft Community Survey	None
✓	Monday, 12/04/06, 6:00 p.m.	Citizens Congress	Identify vision statements and community objectives	None
✓	Thursday, 12/07/06, 6:00 p.m.	P&Z Briefing 2	Update on Citizens Congress results and Community Survey plans	None
✓	Friday, 12/15/06	None	Submit deliverable for final acceptance	Final Community Survey (to be conducted in January)
✓	January 2007	None	Conduct Community Survey	None
✓	Thursday, 02/22/07, 12:00 p.m.	Meet with Parks & Recreation Board	Update on Phase 1 progress to date and receive input	None
✓	Thursday, 02/22/07, 3:00 p.m.	City Council Mid-Point Briefing	Update on Phase 1 progress to date and upcoming activities	None



Status	Date/Time	Meeting	Activity	Project Deliverable
✓	Wednesday, 03/07/07	None	Submit deliverable for review and distribution	Draft Community Survey Data Analysis and Report
✓	Friday, 03/30/07	None	Submit deliverable for review and distribution	Draft Vision Report
✓	Tuesday, 04/04/07, 6:00 p.m.	CPAC 3	Update on Community Survey results. Visioning.	None
	Thursday, 04/05/07, 6:00 p.m.	P&Z Briefing 3	Update on Community Survey results. Visioning.	None
	Thursday, 05/24/07, 7:00 p.m.	City Council Public Hearing	Accept public comments, consider formal acceptance of Vision	None
	Friday, 06/01/07	None	Submit deliverable for review and distribution	Draft Goals & Policies Report
	Thursday, 06/12/07, 6:00 p.m.	CPAC 4	Review Draft Goals & Policies Report	None
	Thursday, 06/21/07, 7:00 p.m.	P&Z Briefing 4	Review Draft Goals & Policies Report	None
	Tuesday, 07/10/07, 6:00 p.m.	Joint Workshop of P&Z and CPAC	Final review of Goals and Policies Report, recommend for City Council consideration	None
	Thursday, 07/26/07, 7:00 p.m.	City Council Public Hearing	Accept public comment, consider formal acceptance of Goals and Policies Report	None
	Tuesday, 07/31/07	None	Submit final deliverable	Goals and Policies Report

Regular City Council meetings are the 2nd and 4th Thursday of each month at 7:00 p.m.

Regular Planning & Zoning Commission meetings are the 1st and 3rd Thursday of each month at 7:00 p.m.

Regular Zoning Board of Adjustments meetings are the 1st Tuesday of each month at 6:00 p.m.

Regular Parks & Recreation Board meetings are the 2nd Tuesday of each month at 7:00 p.m.

NOTE: The CPAC may schedule interim meetings with City staff, but not the consultant, as needed