



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, August 23, 2007 at 7:00 p.m.**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence requests

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 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.

**Vision Statement I - Core Services**

***Professionals providing world-class customer focused services at a competitive cost through innovation and planning.***

**Vision Statement II - Parks and Leisure Services**

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

**Vision Statement III – Planning and Development**

***Professionals who plan and develop a sustainable community balancing neighborhood and community interests.***

**Vision Statement IV – Economic Development**

***Professionals promoting a robust, sustainable, growing, and diverse economic environment.***

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.
  - a. Presentation, possible action and discussion on approval of minutes for Workshop and Regular Meetings, July 12, 2007; Workshop and Regular Meetings, July 26, 2007; and Workshop and Regular Meetings, August 6, 2007, and Workshop Meeting August 13, 2007.
  - b. Presentation, possible action and discussion regarding the appointment of a member to the Cemetery Committee.
  - c. Presentation, possible action and discussion regarding the approval of an interlocal agreement for School Resource Officers.
  - d. Presentation, possible action, and discussion on the first reading of an ordinance granting a non-exclusive medical waste hauling franchise agreement to Enviromed.
  - e. Presentation, possible action and discussion on the first reading of a ordinance granting a franchise agreement with CCAA, LLC d/b/a Brazos Valley Recycling for collection, hauling and disposal services for residential and commercial construction debris solid waste for the purpose of recycling.
  - f. Presentation, possible action, and discussion regarding the adoption of a resolution denying the request of Atmos Energy Corporation, Mid-Tex Division, for an annual GRIP rate increase
  - g. Presentation, discussion, and possible action to approve an Oversize Participation Agreement with Starfish Development, not to exceed \$80,329 for the construction of a 15 inch wastewater line at the proposed River Oaks Townhomes Development in Wolf Pen Creek.
  - h. Presentation, possible action, and discussion of a resolution authorizing the Brazos Valley Council of Governments to assist in funding a portion of advertising for the fall Household Hazardous Waste & Computer Collection event for the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$5,000.00.
  - i. Presentation, possible action, and discussion of a resolution to pay the Texas Department of Transportation (TxDOT) an additional \$484,956.59 for the City's 10%

share of Right-of-Way Costs for The Texas Avenue Widening project, the Hwy 40 Extension project, and the Wellborn Road Widening project.

- j. Presentation, possible action, and discussion regarding design change order no. 1 to the professional services contract with Mitchell & Morgan for the Church Avenue Phase II project in the amount of \$18,600.00 (Project No. ST-0523).
- k. Presentation, possible action, and discussion regarding a change order in the amount of \$5,500.00 for Professional Services Contract 05-160 to McClure & Browne Engineering/Surveying Inc for additional surveying services on Tauber and Stasney streets.
- l. Presentation, possible action, and discussion on a resolution approving a service contract with CSC Engineering & Environmental Consultants, Inc. in the amount of \$75,000.00 for the environmental/support services at the Rock Prairie Road Landfill.
- m. Presentation, possible action, and discussion on the resolution approving a construction contract with lowest responsible bidder, Elliott Construction, Ltd. in the amount of \$269,988.45 for construction of a waterline and appurtenances at Old Arrington Road and State Highway 6 South.
- n. Presentation, possible action, and discussion of Council Strategic Plan

### **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.

1. Public hearing, presentation, possible action, and discussion regarding recommendations for possible revisions to an ordinance amending Chapter 9, "Subdivisions" of the Code of Ordinances of the City of College Station, Texas, by amending Section 10, "Parkland Dedication", by adding requirements for community parks, increasing fees, basing fees on appraised values, and extending parkland requirements in the ETJ.
2. Public hearing, presentation, possible action, and discussion regarding the results of the East College Station Transportation Study.
3. Public hearing, presentation, possible action, and discussion on the City of College Station 2007-2008 proposed budget.
4. Public hearing, presentation, possible action and discussion on the City of College Station 2007-2008 advertised ad valorem tax rate of \$0.449981 per \$100 valuation. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.
5. Presentation, possible action, and discussion regarding the appointment of board members to the Arts Council of Brazos Valley, Bryan/College Station Convention and Visitors Bureau and Research Valley Partnership.
6. Presentation, possible action, and discussion regarding an ordinance directing the preparation of a service plan and setting dates and time and place for public hearings on the proposed annexation of certain property.
7. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for August 23, 2007.
8. Final action on executive session, if necessary.
9. Adjourn.

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

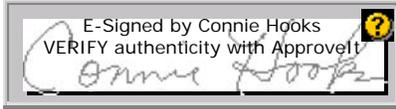
APPROVED:

---

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, August 23, 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 17<sup>th</sup> day of August 2007 at 2:30 p.m.



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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 17, 2007 at 2:30 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](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Draft Minutes  
City Council Workshop Meeting  
Thursday, July 12, 2007 at 7:00 p.m.  
City Hall Council Chambers, 1101 Texas Avenue  
College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, McIlhaney, Scotti, Ruesink

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Mayor White called the workshop meeting to order at 3:02 p.m. with all Council members present.

**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 contract #07-209, a Consultant Contract to Zachry Associates, Inc. for an amount not to exceed \$64,000.00 for the development of a marketing plan and delivery of marketing materials to promote the Memorial Cemetery of College Station and the Aggie Field of Honor.

Assistant Director of Fiscal Services Cheryl Turney briefly explained the bid process associated with this item.

**Consent Agenda Item No. 2i – Presentation, possible action, and discussion of minutes for City Council meetings of June 28, 2007.**

Council member Crompton pointed out minor corrections to the minutes of June 28, 2007.

City Manager Glenn Brown noted that staff pulled Consent Agenda Items 2g and 2h.

**Workshop Agenda Item No. 2 – 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 provided a brief oral report about the proposed Red Light Camera program for the City of College Station. Mrs. Turney explained the purpose, goals, timeline and background information. She presented an analysis of the recent legislative action on a red light program proposed in the City of College Station.

Council members requested information regarding the funding and/or continued funding of a Regional Trauma Center. Council member Crompton requested a revised performa.

**Workshop Agenda Item No. 3 – Presentation, possible action and discussion regarding growth management strategies.**

Director of Planning and Development Services Bob Cowell presented a brief summary of the objectives, response, techniques, and strategies pertaining to growth management. Council members suggested that staff meet with the development community to gather their input.

**Workshop Agenda Item No. 4 – Presentation, possible action, and discussion on the proposed capital plan for 2007-2008 to 2012-2013.**

Deputy City Manager Terry Childers noted that the capital improvement plan was a vital tool for the City to implement the strategic priorities established by the City Council. The capital plan included all planned and authorized capital projects for a five year period. Staff presented a summary of the capital projects budget for the coming year and the next five years.

Chief Financial Officer Jeff Kersten provided a summary of the following project categories:

- Streets, Traffic, Sidewalks, and Trails Capital Projects
- Parks and Parkland Dedication Capital Projects
- Facilities and Technology Capital Projects
- Electric, Water, Wastewater, and Drainage Capital Projects
- Landfill Capital Projects.

Mr. Kersten presented the following unfunded projects:

- General government (Streets/Parks/Technology/Facilities-\$123.1 million
- Electric - \$1.6 million
- Water - \$41.7 million
- Wastewater – 22.7 million

No formal action was taken.

**Workshop Agenda Item No. 9 – Executive Session**

At 5:25 p.m., Mayor White announced in open session that the City Council would convene into executive session pursuant to Sections 551.071, 551.074, and 551.087 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, to consider the appointment and evaluation of public officer(s) and 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:

Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.

Application for sewer package plant in Nantucket area.

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*.

Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Sewer CCN request.

Legal aspects of Lease Agreement for No. 4 Water Well and possible purchase of or lease of another water site.

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, 272<sup>nd</sup> Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive*.

Cause No. 485, CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*

Bed & Banks Water Rights Discharge Permits for College Station and Bryan.

Cause No. 07-001241-CV-361, 361<sup>st</sup> Judicial District Court, Brazos County, Texas *Gregory A. & Agnes A. Ricks v. City of College Station*

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:

- a. Game Day

Personnel {Gov't Code Section 551.074}; The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Planning and Zoning Commission
- b. Zoning Board of Adjustments
- c. Parks and Recreation Board
- d. Construction Board of Adjustments and Appeals
- e. Mayor Pro Tem
- f. Internal Auditor

**Workshop Agenda Item No. 10 – Final action on executive session, or any workshop agenda item not completed or discussed in today’s workshop meeting will be discussed in tonight’s Regular Meeting if necessary.**

Council recessed executive session at 6:57 p.m.

**Workshop Agenda Item No. 11 -- Adjourn.**

Hearing no objections, the meeting adjourned at 6: 59 p.m. on Thursday, July 12, 2007.

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Draft Minutes**  
**City Council Regular Meeting**  
**Thursday, July 12, 2007 at 7:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Council members Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink

**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 White called the meeting to order at 7:00 p.m. with all City Council members present. He led the audience in the pledge of allegiance.

**Hear Visitors**

Council did not receive any public comments.

**Consent Agenda**

Council member Gay moved to approve Consent Agenda Item No. 2a-2f and 2i. Council member Massey seconded the motion, which carried unanimously 7-0.

- a. Approved by common consent contract #07-209, a Consultant Contract to Zachry Associates, Inc. for an amount not to exceed \$64,000.00 for the development of a marketing plan and delivery of marketing materials to promote the 'Memorial Cemetery of College Station' and the 'Aggie Field of Honor'.
- b. Approved by common consent **Resolution No. 7-12-2007-2b** approving a construction contract with Bayer Construction Electrical Contractors, Inc., in the amount of \$102,462.12 for street lighting installations on Harvey Mitchell Parkway

(2818) from Rio Grande to Wellborn Rd. and along Hwy 40 at the new Arrington Rd intersection.

- c. Approved by common consent **Resolution No. 7-12-2007-2c** of the City Council of the City of College Station, Texas, approving the name "Memorial Cemetery of College Station" for the new municipal cemetery to be located at 3800 Raymond Stotzer Parkway and approving the name "Aggie Field of Honor" for a portion of that new cemetery.
- d. Approved by common consent on the first renewal of bid #06-112 to Acklam Construction Company in an amount not to exceed \$424,500.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.
- e. Approved by common consent **Resolution No. 7-12-2007-2e** approving Notices of Sale, Preliminary Official Statements and related materials for the sale of "City of College Station, Texas General Obligation Improvement Bonds, Series 2007" and "City of College Station, Texas Certificates of Obligation, Series 2007", and "City of College Station, Texas Utility System Revenue Bonds, Series 2007" including selection of a date for opening bids.
- f. Approved by common consent **Resolution No. 7-12-2007-2f** awarding contract number 07-210, a construction contract with Brazos Paving, Inc., in the amount of \$76,389.65 for the construction of additional parking spaces for Lincoln Center located at 1000 Eleanor.
- g. Presentation, possible action, and discussion on ratification and approval of contracts for employee insurance from 2004, 2005, and 2006 with Blue Cross/Blue Shield for the health plan, and the 2005 contract with The Standard Insurance Company. *This item was removed from the consent agenda by staff.*
- h. Presentation, possible action, and discussion on approval of 2007 contracts for employee insurance with Pharmacare, Interface EAP, The Standard Insurance Company, and Blue Cross Blue Shield for the health plan and reinsurance (stop loss). *This item was removed from the consent agenda by staff.*
- i. Approved by common consent minutes for City Council Meetings of June 28, 2007.

### **Regular Meeting**

#### **Regular Agenda Item No. 1 -- Public Hearing, possible action, and discussion on an ordinance to adopt a Budget Amendment #2 amending Ordinance No. 2923 which will amend the budget for the 2006-2007 Fiscal Year and authorizing amended expenditures in the amount of \$4,428,586.**

Chief Financial Officer Jeff Kersten remarked that the proposed budget amendments increased appropriations in the FY 2006-2007 budget by \$4,428,586. Mr. Kersten described the following budget amendments:

- Governor's Division of Emergency management (GDEM) FY 06 Homeland security Grant - \$80,503
- PD Selective Traffic enforcement Program (STEP) Grant - \$51,624
- Click It or Ticket Grant - \$6,500
- Police Department Justice Assistance Grant (JAG) - \$3,432
- Governor's Division of Emergency Management (GDEM) FY 05 Homeland Security/Law Enforcement Grant - \$93,270
- Low-Band AM Radio Station - \$95,000
- Fire Station#3 Relocation - \$991,000
- Memorial Cemetery Advertising - \$75,000
- Wide Area Communications Grant Application - \$63,871
- Electric Substation Transformer \$1,200,000
- Church Street Rehabilitation - \$887,063
- TxDOT Right of Way Payment - \$219,354
- Southern Breeze Drive Letter of Credit - \$25,000
- John Crompton Park Phase II - \$255,000
- Northgate Spruce Street Park - \$54,969
- New Forestry Shop - \$160,000
- Sanitation Disposal Fee Increase - \$167,000

Staff recommended approval of the proposed budget amendment ordinance.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Council member Massey moved to approve **Ordinance No. 2987** approving Budget Amendment #2 for the 2006-2007 fiscal Year and authorizing amended expenditures in the amount of \$4,428,586. Council member Gay seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None

**Regular Agenda Item No. 2 – Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 1259 square foot portion of a fifteen (15) foot wide public utility easement, which is located along the common property line of Lot 8D & 8E of Block D of the Ashford Square Subdivision according to the plat recorded in Volume 4354, Page 162 of the Deed Records of Brazos County, Texas.**

Senior Assistant City Engineer Alan Gibbs described the proposed ordinance vacating and abandoning a 1259 square foot portion of a fifteen (15) foot wide public utility easement, located along the common property line of Lot 8D & 8E of Block D of the Ashford Square subdivision. The easement did not contain any infrastructures to abandon. Staff recommended approval of the proposed ordinance.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Council member Gay moved to approve **Ordinance No. 2988** vacating and abandoning a 1259 square foot portion of a fifteen (15) foot wide public utility easement, located along the common property line of Lot 8D & 8E of block D of the Ashford Square Subdivision. Council member Massey seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None

**Regular Agenda Item No. 3 – Presentation, possible action, and discussion regarding the need to expand the Larry J. Ringer Library to meet current and future needs in the community.**

Director of Parks and Recreation Steve Beachy presented a brief summary of the item. Larry Ringer, President of the Bryan/College Station Library Board presented various options for expansion needs to the Larry J. Ringer Library to meet current and future demands. He added that the Library Board members approved Option D as the preferred project scope.

Staff recommended that this project should be discussed and considered for the next capital improvement program.

Council members received the report and referred the proposed project to the capital improvement program list for consideration in a proposed bond election.

**Regular Agenda Item No. 4 – Presentation, possible action and discussion regarding rejecting bid proposals received from Bid Number 07-77; and, approving one of two resolutions for a construction contract for Gabbard Park Improvements, Bid Number 07-89.**

Assistant Director of Parks and Recreation Department Eric Ploeger presented a brief summary of the item.

Council member Massey moved to approve **Resolution No. 7-12-2007 4** approving the low bid from Acklam Construction in the amount of \$153,730. Council member Gay seconded the motion, which carried by a vote of 6-1.

FOR: White, Gay, Crompton, Massey, McIlhaney, Ruesink  
AGAINST: Scotti

**Regular Agenda Item No. 6 – Presentation, possible action and discussion regarding the appointment of an internal auditor.**

Council member Gay moved to appoint Ty Elliott as the Internal Auditor for the City of College Station; with a starting salary of \$75,000 annually and a car allowance of \$500 per month with appropriate employee benefits. Council member McIlhaney seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None

At this time, Council returned to discussion of the workshop items not heard during the workshop meeting.

**Workshop Agenda Item No. 5 – Presentation, possible action, and discussion regarding the proposed Economic and Community Development Departments 2007-08 Action Plan and Budget and proposed amendments to the 2005-09 Consolidated Plan.**

Director of Community and Economic Director David Gwin presented the proposed Economic and Community Development 2007-2008 Action Plan and Budget and proposed amendments to the 2004-2009 Consolidated Plan. He highlighted the goals, objectives and funding recommendations for projects and programs.

No formal action was taken.

**Workshop Agenda Item No. 6 – Council Calendars**

The City Council reviewed their upcoming events.

**Workshop Agenda Item No. 7 – 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**

Council member Crompton requested an agenda item regarding revisions to the Parkland Dedication ordinance. Council member McIlhaney seconded the motion, which carried unanimously, 7-0. (Council members requested this item to be listed on the July 26, 2007 regular agenda).

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None

Council member Crompton requested an agenda item regarding traffic analysis requirements. Council member McIlhaney seconded the motion, which carried by a vote of 5-2.

FOR: Gay, Crompton, McIlhaney, Scotti, Ruesink  
AGAINST: White and Massey

**Workshop Agenda Item No. 8 -- Presentation, possible action and discussion regarding appointments to citizen boards and committees such as the Cemetery Committee, Construction Board of Adjustments and Appeals, Historic Preservation Committee, Northgate Tax Increment Finance Board, Parks and Recreation Board, Planning and Zoning Commission, Design Review Board, Zoning Board of Adjustments, Convention and Visitors Bureau Board of Directors, Arts Council Board of Directors, Research valley Partnership Board of Directors.**

Council member McIlhaney provided a brief report regarding the Comprehensive Plan Advisory Committee Meeting and the East College Station Transportation Study Meeting.

Council member Crompton requested that the Intergovernmental Committee review concerns with the State Wide Voter Registration System.

**Workshop Agenda Item No. 9 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for July 12, 2007.**

At 8:42 p.m., Mayor White announced in open session that the City Council would convene into executive session pursuant to Sections 551.071, 551.074, and 551.087 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, to consider the appointment and evaluation of public officer(s) and economic development negotiations.

Council reconvened the regular meeting at 9:22 p.m.

**Regular Agenda Item No. 5 -- Presentation, possible action and discussion regarding the appointments to citizen boards and committees.**

Council member Gay moved to reappoint Bill Davis and Harold Strong to the Planning and Zoning Commission.

Council member Gay moved to reappoint Joshua Benn and Don Braune to the Zoning Board of Adjustments.

Council member Gay moved to reappoint David Hart, Mike Lane, and Quinn Williams to the Construction Board of Adjustments and Appeals/Building & Standards Commission.

Council member Gay moved to reappoint Jody Ford and Gary Erwin to the Parks and Recreation Board.

Council member Scotti seconded the motions, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None

**Workshop Agenda Item No. 10 – Final action on executive session.**

Council member Scotti moved to appoint Council member Ron Gay as Mayor Pro Tem. Council member Massey seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None

**Regular Agenda Item No. 9 – Adjourn.**

Hearing no objections, the meeting adjourned at 9: 40 p.m. on Thursday, July 12, 2007.

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks



CITY OF COLLEGE STATION

Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Draft Minutes**  
**City Council Workshop Meeting**  
**Thursday, July 26, 2007 at 7:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, McIlhaney, Scotti, Ruesink

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team.

Mayor White called the meeting to order at 3:00 p.m.

**Workshop Agenda Item No. 1 – Presentation, possible action, and discussion on items listed on the consent agenda.**

Consent Agenda Item 2e. – Presentation, possible action, and discussion on a yearly Renewal (Bid No. 06-62) – Rental of front-end loaders (Contract No. 06-165) of a (5) year agreement for the lease of slant-top, front-end loading refuse containers. This is the first renewal of this agreement.

Sanitation Superintendent Wally Urrutia explained that the purchase option was not cost effective.

**Workshop Agenda Item No. 2 – Presentation, possible action and discussion on an update regarding the creation of neighborhood protection standards.**

Director of Planning and Development Bob Cowell presented a follow-up to the May 24, 2007 Council workshop meeting regarding Historic Preservation. Mr. Cowell illustrated the proposed neighborhood protection options which included neighborhood issues such as an influx of rental housing, parking, or the environment. The standards include setbacks, floor area ratio to number of unrelated individuals in a household, on-street parking limitations or limits on impervious cover. The protection standards may be in the form of an overlay or of a separate zoning category. He presented examples used in other

Texas communities, as well as challenges and opportunities for the City to implement neighborhood protection standards. .

After a brief discussion, Council directed staff to develop some possible neighborhood protection standards addressing redevelopment, tree removal and on-street parking.

**Workshop Agenda Item No. 3 – Presentation, possible action, and discussion regarding regional transportation planning items in Brazos County.**

Transportation Planner Ken Fogle presented a brief overview of the regional transportation planning projects which includes the Bryan-College Station Loop, IH-69/TTC-69 Update and the Gulf Coast Strategic Highway. No formal action was taken.

**Workshop Agenda Item No. 4 – Presentation, possible action, and discussion regarding approval of the proposed Wide Area Communications System Plan.**

Director of Information Technology Ben Roper presented a brief update of the proposed plan and introduced Mr. Jim Barron, RCC Consultant.

Mr. Barron provided a summary of the proposed Brazos and Washington Counties Wide Area Communications System. He demonstrated issues pertaining to the project funding, RCC Consultant's role, project participants, existing systems, the conceptual design, conceptual system design and budgetary pricing, estimated system maintenance, and the grant program.

Staff recommended approval of the conceptual Wide Area Communications System Plan and submission of the grant request.

The census of the City Council was to accept the concept and direct staff to move forward with the grant submission.

**Workshop Agenda Item No. 5 – Presentation and discussion regarding an update briefing on the City's Technology Plan.**

Director of Information Technology Ben Roper introduced this item. Mr. Roper described the statement of purpose, goals and a brief summary of each element of the plan. Staff recommended acceptance of the Technology Plan. No action was taken.

**Workshop Agenda Item No. 6 – Council Calendars**

Council reviewed their upcoming events.

**Workshop Agenda Item No. 7 – 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.**

This item was postponed until after the regular agenda.

**Workshop Agenda Item No. 8 – Discussion, review and possible action regarding the following meetings: Audit Committee, 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, Joint Relief Funding Review Committee, Library Committee, 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, YMCA Coordinating Board.**

This item was postponed until after the regular agenda

**Workshop Agenda Item No. 9 – Executive Session.**

At 5:22 p.m., Mayor White announced in open session that the City Council would convene into executive session pursuant to sections 551.071, 551.074 and 551.087 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, to consider the appointment and evaluation of public officer(s) and economic development negotiations.

Consultation with Attorney {Gov't Code Section 551.071}; possible action. 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:

*Traditional Values, Progressive Thinking  
In the Research Valley*

Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.

Application for sewer package plant in Nantucket area.

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*.

Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Sewer CCN request.

Legal aspects of Lease Agreement for No. 4 Water Well and possible purchase of or lease of another water site.

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, 272<sup>nd</sup> Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive*.

Cause No. 485, CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*

Bed & Banks Water Rights Discharge Permits for College Station and Bryan.

Cause No. 07-001241-CV-361, 361<sup>st</sup> Judicial District Court, Brazos County, Texas  
*Gregory A. & Agnes A. Ricks v. City of College Station*

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action 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:

1. Game Day
2. Special Districts
3. Ramada Inn Mixed Use Development

Personnel {Gov't Code Section 551.074}; possible action

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Council Self Evaluation

**Workshop Agenda Item No. 10 – Final action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's regular meeting if necessary.**

Council returned from executive session at 6:58 p.m. No action was taken.

**Workshop Agenda Item No. 11 – Adjourn.**

The workshop session concluded at 6:59 p.m.

PASSED AND APPROVED on the \_\_\_\_\_ day of August, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks

DRAFT



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Draft Minutes**  
**City Council Regular Meeting**  
**Thursday, July 26, 2007 at 7:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

COUNCIL MEMBERS PRESENT: Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, McIlhaney, Scotti, Ruesink

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 request.**

Mayor White called the meeting to order at 7:00 p.m. with all council members present. Mayor Pro Tem Gay provided the invocation.

**Hear Visitors**

Council did not receive any public comments.

**Consent Agenda**

Mayor Pro Tem Gay moved to approve consent agenda items 2a, 2c-2i as presented. Council member McIlhaney seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None

- a. Approved by common consent **Resolution No. 7-26-2007-2a** determining a public necessity to acquire property for the Corsair Circle (AMS Road) Extension project.

- b. Presentation, possible action, and discussion of a resolution to pay the Texas Department of Transportation (TxDOT) an additional \$429,353.91 for the City's 10% share of Right-of-Way Costs for The Texas Avenue Widening project, the Hwy 40 Extension project, and the Wellborn Road Widening project. *This item was removed from the Consent Agenda by staff.*
- c. Approved by common consent the ratification of Change Order No. 1 to Contract #06-217 with Elliott Construction in an amount not to exceed \$32,602.15 for the Wellborn Road Utility Relocation Project.
- d. Approved by common consent Change Order No. 2 to Contract #06-217 with Elliott Construction in an amount not to exceed \$36,451.12 for the Wellborn Road Utility Relocation Project.
- e. Approved by common consent a yearly Renewal (Bid No. 06-62) - Rental of front-end loaders (Contract No. 06-165) of a (5) year agreement for the lease of slant-top, front-end loading refuse containers. This is the first renewal of this agreement.
- f. Approved by common consent a development agreement with BCS Development Company to provide easements and construct sewer infrastructure to provide sewer service to the SH40 area.
- g. Approved by common consent **Resolution No. 7-26-2007-2h** awarding contract 07-213 to Brazos Valley Services for the Parking Lot and Roads Improvement Project at the Carters Creek Wastewater Plant, in the amount of \$525,700.60.
- h. Approved by common consent an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a Justice Assistance Grant (JAG).
- i. Approved by common consent a real estate contract that will authorize the purchase of a 5.0 acre tract of land needed for two projects - the Dowling Road 10 MG Ground Storage Tank and the Dowling Road Substation.

### **Regular Agenda**

#### **Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan - Land Use Plan from Regional Retail and Floodplains & Streams to Redevelopment and Floodplains & Streams for 3.956 acres located at 1502 Texas Avenue South.**

Senior Planner Jennifer Prochazka presented a staff report on the proposed ordinance amending the Comprehensive Plan – Land Use Plan from Regional Retail and Floodplains & Streams to Redevelopment and Floodplains & Streams for 3.956 acres located at 1502 Texas Avenue South. The Planning and Zoning Commission and staff recommended approval.

Mrs. Prochazka provided an overview of the proposed ordinance rezoning 3.956 acres from C-1 General Commercial to P-MUD Planned Mixed Use District and A-O Agricultural Open at 1502 Texas Avenue South. The Planning and Zoning Commission recommended denial of the request. If the rezoning was approved, staff recommended a condition be applied to the Concept Plan that requires the ground floor of all structures on site be developed solely for commercial use.

City Transportation Planner Ken Fogle illustrated a traffic study alternative regarding the proposed project. Staff recommended Option A, which would close Redmond Drive.

Community and Economic Development Director David Gwin identified and presented issues regarding the proposed project.

Mayor White opened the public hearing.

The following citizens addressed the City Council regarding the proposed ordinance amendments and rezoning.

Jerry Tipps, 11011 Richmond Avenue, #700, Houston, Texas

Mike McInturf, Austin, Texas

Chuck Ellison, 2902 Camille Drive

Harry E. Raisor, 1604 Armistead

Lloyd Smith, 1609 Armistead

Bob Sanders, 214 Redmond Drive

John Nichols, 1317 Angelina Court

Mayor White closed the public hearing.

Council member Gay moved to approve **Ordinance No. 2989** amending the Comprehensive Plan-land Use Plan from Regional Retail and Floodplains & Streams to Redevelopment and Floodplains & Streams for 3.956 acres located at 1502 Texas Avenue South. Council member Massey seconded the motion, which carried unanimously, 7-0.

FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink

AGAINST: None

Council member Scotti moved to approve an ordinance rezoning 3.956 acres from C-1 General Commercial to P-MUD Planned Mixed use District and A-O Agricultural Open at 1502 Texas Avenue South, with a condition to implement Option A (a cul de sac on Redmond), directed staff to collaborate with the developer to complete a contract to include funding for the possible closure or partial closure of Milif Street (if necessary) and set a deadline for the review. Council member Massey seconded the motion.

Mayor Pro Tem Gay moved to amend the motion to approve **Ordinance No. 2990** rezoning 3.956 acres from C-1 General Commercial to P-MUD Planned Mixed Use

District and A-O Agricultural Open at 1502 Texas Avenue South, with a condition to implement Option B. Council member McIlhaney seconded the motion, which carried by a vote of, 6-1

FOR: White, Gay, Crompton, Massey, McIlhaney, Ruesink  
AGAINST: Scotti

Council member Gay moved to approve the original motion.

Council member Gay amended the motion with a condition that is applied to the concept plan that requires the ground floor of all structures on site be developed solely for commercial use. Council member Massey seconded the motion, which carried unanimously, 7-0.

Council recessed for a short break at 9:15 p.m. and returned to reconvene the regular meeting at 9:25 p.m.

**Regular Agenda Item No. 2 – Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.956 acres from C-1 General Commercial to P-MUD Planned Mixed Use District and A-O Agricultural Open at 1502 Texas Avenue South.**

This item was presented and discussed during Regular Agenda Item No. 1.

**Regular Agenda Item No. 5 – The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for July 26, 2007.**

At 9:27 p.m., Mayor White announced in open session that the City Council would convene into executive session pursuant to Section 551.071 of the Open Meetings Act, to seek the advice of our attorney.

Council returned from executive session at 9:31 p.m. No action was taken.

**Regular Agenda Item No. 3 – Public hearing, presentation, possible action, and discussion regarding recommendations related to changes in an ordinance amending CHAPTER 9, “SUBDIVISIONS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, by amending certain sections; providing a severability clause; declaring a penalty; and providing an effective date.**

City Attorney Cargill stated that this item was not posted properly for the City Council to discuss and consider. He recommended the Item be removed from the agenda. City Council concurred.

**Regular Agenda Item No. 4 – Discussion and possible action on the existing Economic Development Agreement (EDA) with Gameday Centers Southeastern, L.L.C.**

This item was removed by staff.

Council returned to the Workshop Agenda.

**Workshop Agenda Item No. 6 – Council Calendars.**

Council reviewed their upcoming events.

**Workshop Agenda Item No. 7 – 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 Crompton requested a future agenda item related to the Parkland Dedication ordinance. Council member McIlhaney seconded the motion, which carried unanimously, 7-0.

**Workshop Agenda Item No. 8 – Discussion, review and possible action regarding the following meetings: Audit Committee, 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, Joint Relief Funding Review Committee, Library Committee, 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, YMCA Coordinating Board.**

Council member McIlhaney reported on the Transportation Forum that she and Mayor White attended in Austin.

Council member Gay presented a brief report regarding the Wolf Pen Creek Oversight Committee Meeting.

**Regular Agenda Item No. 5 -- Executive Session.**

Council concluded the executive session prior to the regular meeting.

**Regular Agenda Item No. 6 – Final action on executive session, if necessary.**

No action was taken.

**Regular Agenda Item No. 7 – Adjourn.**

Hearing no objection, the meeting adjourned at 9:44 p.m. on Thursday, July 26, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks

DRAFT



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Draft Minutes**  
**City Council Workshop Meeting**  
**Monday, August 6, 2007 at 7:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Council members, Massey, McIlhaney, Scotti, Ruesink

**COUNCIL MEMBERS ABSENT:** Gay, Crompton

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team.

Mayor White called the meeting to order at 3:03 p.m.

**Workshop Agenda Item No. 1 – Presentation, possible action, and discussion on items listed on the consent agenda.**

Consent Agenda Item No. 2b – Presentation, possible action, and discussion regarding approval of a resolution and adopting the Economic and Community Development Department’s proposed 2007-2008 Annual CDBG & HOME Action Plan and budget and amendments to the 2005-2009 Consolidated Plan.

Director of Economic and Community Development David Gwin responded to City Council's question about the projected reduction in staff as stated in the proposed 2007-2008 Annual CDBG & HOME budget.

Consent Agenda Item No. 2c -- Presentation, possible action, and discussion regarding authorizing assignment of oil and gas leases on College Station property from Anadarko Petroleum Corporation to Enervest Partners and Wachovia Co-Investment Partnership, L.P covering the Boriskie Unit, Well No. 1.

City Manager Glenn Brown, Chief Financial Officer Jeff Kersten, and Assistant to the City Manager Hayden Migl discussed the City of College Station royalty interest.

Consent Agenda Item No. 3d – Presentation, possible action, and discussion regarding authorizing assignment of oil and gas lease on College Station property from Anadarko Petroleum Corporation to Enervest Partners and Wachovia Co-Investment Partnership, L.P covering the Felix K Unit, Well No. I.

City Manager Glenn Brown, Chief Financial Officer Jeff Kersten, and Assistant to the City Manager Hayden Migl described the City of College Station royalty interest.

**Workshop Agenda Item No. 2 – Presentation, possible action and discussion regarding a status report and review of key Phase I design elements for the Memorial Cemetery of College Station and the Aggie Field of Honor project**

Forestry and Urban Landscape Manager Ross Albrecht provided a status report including a summary of major items that were complete and major items to be completed in the upcoming months related to the new cemetery.

Mr. Albrecht briefed the Council on the number of spaces available in the existing cemetery along with the number of options purchased by buyers for the new cemetery. Mr. Albrecht emphasized the critical nature to continue with the timeline in order to prevent potential delays in Phase I, design and the bidding process. He requested direction from the City Council on the following design elements:

1. The Main Entrance to the Cemetery
2. The Central Plaza area
3. The “Spirit Gate” area

After a brief discussion, the consensus of the City Council was to proceed forward with the proposed design elements.

**Workshop Agenda Item No. 3 – Presentation, possible action and discussion regarding an update on the process for annexing five areas under the exempt status.**

Assistant Director of the Planning and Development Department Lance Simms presented a status update on the process for annexing five areas under the exempt status. Mr. Simms noted that Chapter 42 of the Texas Local Government Code requires cities to prepare, adopt and maintain an Annexation Plan. Areas included in the plan can be annexed on the third anniversary of the adoption or amendment of the plan to that same property. However, the statute also provides exceptions to the requirement to include land in an annexation plan. One of the exemptions includes areas that contain fewer than 100 tracts on which one or more residential dwellings are located on each tract. *The five areas under consideration at this time fall under this exemption.* The survey work identifying the five exempt areas is complete; at the August 23, 2007 Council meeting staff will present an ordinance authorizing the development of a Service Plan.

No formal action was taken.

**Workshop Agenda Item No. 4 – Presentation, possible action and discussion regarding traffic impact analysis requirements.**

Transportation Planner Ken Fogle described issues related to the implementation of the traffic impact analysis requirements. Mr. Fogle addressed specific items of interest related to when traffic impact analysis are required, which land development process require a traffic analysis, which land uses traffic impact analysis should be prepared for, what traffic threshold triggers the traffic impact analysis requirement, and cost of preparing traffic impact analysis. Mr. Fogle made the subsequent recommendations:

- Which processes may require a traffic impact analysis:  
Staff recommendation:  
Zoning  
Platting  
Site plan
- What uses may require a traffic impact analysis:  
Staff recommendation:  
Any uses (meeting traffic threshold)
- What Traffic threshold triggers a traffic impact analysis:  
Staff recommendation:  
250 peak hour trips
- How much will a traffic Impact analysis cost:  
Staff recommendation:  
Basic Cost: \$10,000 to \$20,000  
Tiered Scope  
Multiple traffic impact analysis for single project

Mr. Fogle pointed out issues of deliberation pertaining to traffic impact analysis in the ETJ, neighborhood traffic analysis, redevelopment, and special cases.

Council members expressed support of the proposed traffic impact analysis requirements.

Council recessed for a short break at 4:10 p.m. and reconvened the meeting at 4:25 p.m.

**Workshop Agenda Item No. 5 – Presentation, possible action and discussion on the FY 2007-2008 Proposed Budget**

Chief Financial Officer Jeff Kersten presented an overview of the 2007-2008 proposed budget. He presented a schedule and topics planned to be discussed at the upcoming budget workshop meetings.

No formal action was taken.

**Workshop Agenda Item No. 6 – Council Calendar**

Council reviewed their upcoming events.

**Workshop Agenda Item No. 7 -- 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 did not request any future agenda items.

**Workshop Agenda Item No. 8 – Discussion, review and possible action regarding the following meetings: Audit Committee, 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, Joint Relief Funding Review Committee, Library Committee, 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, YMCA Coordinating Board.**

Council member McIlhaney made several comments related to the Planning and Zoning Commission meeting.

Council member Scotti briefly summarized the recent meeting held by the Research Valley Partnership Board.

Mayor White briefed the City Council on issues discussed at the Metropolitan Planning Organization.

**Workshop Agenda Item No. 9 – Executive Session**

Mayor White announced that the City Council would not convene into executive session.

**Workshop Agenda Item No. 10 – Final action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's regular Meeting if necessary.**

No action was taken.

**Workshop Agenda Item No. 10 – Adjourn.**

Hearing no objections, the meeting adjourned at 5:21 p.m. on Thursday, August 6, 2007.

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks

DRAFT



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Draft Minutes  
City Council Regular Meeting  
Monday, August 6, 2007 at 7:00 p.m.  
City Hall Council Chambers, 1101 Texas Avenue  
College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Council members, Massey, McIlhaney, Scotti, Ruesink

**COUNCIL MEMBERS ABSENT:** Gay, Crompton

**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 White called the regular meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. Mayor White provided the invocation. Council member Scotti moved to approve the absence requests of Council members Crompton and Mayor Pro Tem Gay. Council member McIlhaney seconded the motion, which carried unanimously, 5-0.

Mayor White and City Manager Glenn Brown introduced Mr. Ty Elliott, Internal Auditor.

**Hear Visitors**

Ms. Bell, 504 Park Place, expressed concerns regarding the litter and drainage issues in the alley behind her home.

Michael Luther, 614 Welsh, presented pictures related to Ms. Bell's concerns along the alleyway at the 500 block of Park Place.

**Consent Agenda**

Council member Scotti moved to approve Consent Agenda Items 2b-2e. Council member Massey seconded the motion, which carried unanimously, 5-0.

FOR: White, Massey, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Gay, Crompton

- a. Presentation, discussion, and possible action on minutes of Workshop and Regular Meetings July 12, 2007 and July 26, 2007. *This item was removed by staff.*
- b. Approved by common consent **Resolution No. 8-6-2007-2b** adopting the Economic and Community Development Department's proposed 2007-08 Annual Action Plan and Budget and amendments to the 2005-09 Consolidated Plan.

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A AMENDMENTS TO THE CITY'S 2005-2009 CONSOLIDATED PLAN, THE 2007-2008 ACTION PLAN AND FINSCAL YEAR 2007-2008 BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS.

- c. Approved by common consent the authorization of assignment of oil and gas leases on College Station property from Anadarko Petroleum Corporation to Enervest Partners and Wachovia Co-Investment Partnership, L.P covering the Boriskie Unit, Well No. 1.
- d. Approved by common consent the authorization of assignment of oil and gas leases on College Station property from Anadarko Petroleum Corporation to Enervest Partners and Wachovia Co-Investment Partnership, L.P covering the Felix K Unit, Well No. 1.
- e. Approved by common consent the calling of a public hearing on the City of College Station 2007-2008 Proposed Budget for Thursday August 23, 2007.

### **Regular Agenda**

#### **Regular Agenda Item No. 1 -- Public hearing, presentation, possible action and discussion on an ordinance rezoning 11.904 acres from A-O (Agricultural Open) to R-1 (Single-Family Residential) at 2691 Horse Haven Lane, generally located east of the intersection of Horse Haven Lane and Earl Rudder Freeway South.**

Senior Planner, Jennifer Prochazka presented a brief overview of the proposed ordinance rezoning 11.904 acres from A-O Agricultural Open to R-1 Single-Family Residential at 2691 Horse Haven Lane, located east of the intersection of Horse Haven Lane and Earl Rudder Freeway South. Ms. Prochazka remarked that the applicant has offered a condition on the rezoning - an offset in the extension of Appomattox at Switch Station Road. The applicant proposed this condition to alleviate some of the cut-through traffic concerns of the

Windwood residents. Because this connection is off-set it is likely that the cost of this connection will be the City of College Station burden. If the City of College Station remains financially responsible for the connection, staff believes that to control cost, it may be most prudent to align the thoroughfare directly across Switch Station Road. The Planning and Zoning Commission and staff recommended approval without the proposed condition.

Mayor White opened the public hearing.

The following citizens addressed the proposed rezoning.

Jane Kee, IPS Group, College Station  
Sherry Ellison, 2705 Brookway Drive  
Burt Herman, 2710 Horse Haven  
Alton Ofczarzak, Developer, 4816 Close Quarter

Mayor White closed the public hearing.

Council member Scotti moved to approve **Ordinance 2991** with a condition that the Developer off-set Appomattox within the subject property. Council member Massey seconded the motion. Motion carried 4-1.

FOR: White, Massey, Scotti, Ruesink  
AGAINST: McIlhaney  
ABSENT: Gay, Crompton

Council member Scotti amended his motion to include that the developer will connect from Appomattox and Windwood and into and through the subject property at the developers cost. Council member Massey seconded the motion. The original motion as amended carried by a vote of 4-1.

FOR: White, Massey, Scotti, Ruesink  
AGAINST: McIlhaney  
ABSENT: Gay, Crompton

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 DISTRICTS BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

**Regular Agenda Item No. 2 -- Public hearing, presentation, possible action and discussion on an ordinance rezoning 4.4371 acres from A-O (Agricultural-Open) to R-1 (Single-Family Residential) at 14060 Renee Lane, generally located northwest of the Barron Road and Renee Lane intersection.**

Staff Planner Crissy Hartl presented a summary of the proposed ordinance rezoning 4.4371 acres from A-O Agricultural-Open to R-1 Single-Family Residential at 14060 Renee Lane, located northwest of the Barron Road and Renee Lane intersection. The Planning and Zoning Commission and staff recommended approval of the proposed rezoning.

Mayor White opened the public hearing.

Christian Galindo, 2107 Rolling Glen, Bryan offered to answers of the City Council.

Mayor White closed the public hearing.

Council member Massey moved to approve **Ordinance No. 2992** rezoning 4.4371 acres from A-O Agricultural-Open to R-1 Single-Family Residential at 14060 Renee Lane, located northwest of the Barron Road and Renee Lane intersection. Council member Scotti seconded the motion, which carried unanimously, 5-0.

FOR: White, Massey, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Gay, Crompton

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

**Regular Agenda Item No. 3 -- Presentation, possible action, and discussion regarding a proposed Red Light Camera program for the City of College Station.**

Assistant Director of Fiscal Services Cheryl Turney illustrated factors regarding the proposed Red Light Camera program for the City of College Station. Ms. Turney pointed out on the July 12, 2007 Council asked staff to provide more information regarding the State's portion of the fee(s) funding a Regional Trauma Center and to provide a long term financial pro forma. At this time there are no funds allocated nor are there any rules established on how the funding will be distributed to the six trauma centers within our regions. Ms. Turney evaluated the proposed financial projections.

After a brief discussion, the consensus of the City Council was to proceed with the Red Light Camera Program for the City of College Station.

Council recessed for a short break at 8:47 p.m. and reconvened at 8:54 p.m.

Staff combined their presentations for Items 4, 5, and 6.

**Regular Agenda Item No. 4 -- Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$3,930,000 City of College Station General Obligation Bonds, Series 2007.**

Chief Financial Officer Jeff Kersten presented this item. He introduced Drew Masterson with First Southwest Company, the City's financial advisor and Noel Valdez with McCall and Parkhurst, the City's bond counsel.

Mr. Masterson presented a brief summary of the bids received, interest rates from winning bids, competitive bounds sale history, municipal interest rate graph and rating agency reports. Mr. Masterson recommended the low bidders on all three items.

Council member McIlhaney moved to approve **Ordinance No. 2993** for the issuance of \$3,930,000 City of College Station Texas, General Obligation Improvement Bonds, Series 2007 to Coastal Securities and ordaining other matters relating to the subject, including immediate effectiveness. Council member Massey seconded the motion, which carried unanimously, 5-0.

FOR: White, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None  
ABSENT: Gay, Crompton

Council member McIlhaney moved to approve **Ordinance 2994** for the issuance and sale of \$3,960,000 City of College Station, Texas Certificates of Obligation, Series 2007 to Coastal Securities and ordaining other matters relating to the subject, including immediate effectiveness. Council member Massey seconded the motion, which carried unanimously, 5-0.

FOR: White, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None  
ABSENT: Gay, Crompton

Council member McIlhaney moved to approve **Ordinance 2995** for the issuance and sale of \$18,665,000 City of College Station Utility Revenue Bonds, Series 2007; awarding the sale of the bonds to Southwest Securities; approving the official statement; and all other matters related thereto including immediate effectiveness. Council member Massey seconded the motion, which carried unanimously, 5-0.

FOR: White, Massey, McIlhaney, Scotti, Ruesink  
AGAINST: None  
ABSENT: Gay, Crompton

**Regular Agenda Item No 5 -- Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$3,960,000 City of College Station Certificates of Obligation, Series 2007.**

This item was discussed and approved during Regular Agenda Item No. 4.

**Regular Agenda Item No. 6 -- Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$18,665,000 City of College Station Utility Revenue Bonds, Series 2007.**

This item was discussed and approved during Regular Agenda Item No. 4.

**Regular Agenda Item No. 7 -- Presentation, possible action and discussion regarding appointments to citizen boards and committees such as the Cemetery Committee, Construction Board of Adjustments and Appeals, Historic Preservation Committee, Northgate Tax Increment Finance Board, Parks and Recreation Board, Planning and Zoning Commission, Design Review Board, Zoning Board of Adjustments.**

This item will be considered at an upcoming council meeting.

**Regular Agenda Item No. 8 -- Presentation, possible action and discussion regarding appointments of Council members as representatives to local agencies. These include the Audit Committee, Brazos County Health Department, BVCOG/TMPA Regional Park Project Advisory Board, Intergovernmental Committee, Sister Cities Association, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF.** This item was postponed until the August 14, 2007 City Council Special Meeting.

**Regular Agenda Item No. 9 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for August 6, 2007.**

Council members completed executive session prior to the regular meeting.

**Regular Agenda Item No. 10 -- Final action on executive session, if necessary.**

No action was taken.

**Regular Agenda Item No. 11 -- Adjourn.**

Hearing no objections, the meeting adjourned at 9: 11 p.m. on Thursday, August 6, 2007.

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

---

**Draft Minutes  
City Council Special Meeting  
Monday, August 13, 2007 at 4:00 p.m.  
City Hall Council Chambers, 1101 Texas Avenue  
College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, McIlhaney, Scotti, Ruesink

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team.

Mayor White called the meeting to order at 4:00 p. m.

**Special Meeting Agenda Item No. 1 -- Presentation, possible action, and discussion on the FY 2007-2008 Proposed Budget.**

Chief Financial Officer Jeff Kersten presented introductory remarks and an overview of the FY 2007-2008 Proposed Budget, General Fund, Service Level Adjustments and Debt Service Fund.

Council recessed for a short break at 4:49 p.m. and reconvened at 5:00 p.m.

Mr. Kersten continued his presentation on the general fund service level adjustment and the tax rate. He reviewed the budget adoption calendar.

No formal action was taken.

**Special Meeting Agenda Item No. 2 -- Presentation, possible action, and discussion on the 2007-2008 ad valorem tax rate; and on calling two public hearings on a proposed ad valorem tax rate for 2007-2008.**

Jeff Kersten presented a brief summary of the proposed 2007-2008 ad valorem tax rate. He reviewed the tax rate adoption calendar.

Council member Crompton moved to hold a public hearing on the ad valorem tax rate of \$0.44.9881 per \$100 assessed valuation, which carried by a vote of 5-2.

FOR: White, Crompton, Massey, McIlhaney, Ruesink

AGAINST: Gay, Scotti

Mayor Pro Tem Gay moved to hold two public hearings on the proposed ad valorem tax rate on Thursday, August 23, 2007 at 7:00 p.m. and Wednesday, September 5, 2007 at 7:00 p.m. Council member McIlhaney seconded the motion, which carried unanimously, 7-0.

**Special Meeting Agenda Item No. 3 -- Adjourn.**

Hearing no objections, the meeting adjourned at 6:02 p.m. on Monday, August 12, 2007.

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2007.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks

**August 23, 2007**  
**Consent**  
**Appointment to Cemetery Committee**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding appointment of member to the Cemetery Committee.

**Summary:** City Council considered appointments to various committees at a special meeting on Friday, August 3<sup>rd</sup>. Action taken by the City Council was the appointment of Mr. Don Braune, the alternate on the Cemetery Committee to a regular member on the Cemetery Committee. Since that meeting, this office was contacted by Kevin Myers, a member of the Committee prior to August 3<sup>rd</sup>, requesting the City Council consider him as the alternate position.

Christopher Taylor was appointed as alternate on August 3<sup>rd</sup>; however, no response was received from Mr. Taylor to accept or decline the position.

Therefore, this item was placed on your agenda for consideration of Mr. Myers reappointment. Mr. Braune expressed to the staff and the Chairman of the Cemetery Committee that the Committee would be better served with the continuing membership of Mr. Myers as a regular member. Mr. Braune would retain his position as alternate.

**Attachments:**

Kevin Myers application  
Email from Mr. Braune  
Attendance records

Mr. Braune,

Kevin reapplied last week. I plan to place his reappointment on the consent agenda of the City Council for August 23. I will inform the council of your willingness to revert back as an alternate.

Thank you, Connie

Connie Hooks, TRMC, CMC  
College Station City Secretary  
P.O. Box 9960  
College Station, Texas 77842  
979-764-3541 phone  
979-764-6377 fax  
[chooks@cstx.gov](mailto:chooks@cstx.gov)

>>> Don Braune 08/15/07 8:22 AM >>>  
Amanda

I know that Kevin was not reappointed because he was late in filing. Would you check and see if he can be reinstated as a regular member....and I as an alternate. I am not comfortable being appointed in this manner and Kevin deserves to remain on the Committee as a full member. Thanks. Don Braune

Form Name: Date Submitted: 8/9/2007 10:18:19 AM  
Apply For A Citizen Committee  
Name: Kevin Myers  
Home Address: 1504 Gunsmith 77840  
Telephone: 979-324-5493  
Fax: 979-845-5299  
College Station Resident for \_\_\_\_ years: 7  
Subdivision: South Knoll  
Voter Registration Number:  
Business Owner: No  
Business Name:  
Occupation: Director of Facilities, The Association of Former Students  
Work Address: 505 George Bush Drive  
Work Telephone: 979-845-7516  
Work Fax: 979-845-5299  
Education: TAMU, B.S. RPTS  
Position Sought (No. 1 being most preferable and No. 3 being least preferable): Cemetery Committee, Parks and Recreation Board, Planning and Zoning Commission  
If you currently serve on any other committees, boards or commissions, please list them here: Cemetery  
Please list any experience or interest that qualifies you to serve in the position desired: I have already served the Cemetery Committee for two years. Additionally, I have academic training in Parks and Recreation, as well as three years as a Park Ranger for State and Federal governments.

**August 23, 2007**  
**Consent Agenda Item #**  
**School Resource Officer- Interlocal Agreement**

**To:** Glenn Brown, City Manager

**From:** Michael Clancey, Chief of Police Department

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of an interlocal agreement for School Resource Officers.

**Recommendation(s):** Staff recommends approval of the agreement

**Summary:** The purpose of this agreement is to work collaboratively with College Station Independent School District (CSISD) to assign Law Enforcement Officers to work with and aid the administration and student bodies of A&M Consolidated High School, A&M Consolidated Middle School, and College Station Middle School, to offer primary services as instructors, mentors, and problem-solvers, and work to reduce crime through education and the promotion of positive police/student relations.

College Station Police Department and CSISD have agreed upon a total of four School Resource Officers (SRO's). Two of the SRO's are assigned to the High School, one at A&M Middle School, and one at College Station Middle School. CSISD agrees to pay 75% and College Station Police Department agrees to pay 25% of the SRO salary and benefits. In 2006 this ratio resulted in total costs of \$307,468 wherein CSISD's share was \$230,601 and the Police Department's share was \$76,867.

College Station Police Department has provided officers in College Station Schools since 1994. Last year a one-year agreement that expires July 31, 2007 was approved by Council. This new agreement is for a term of five years.

The College Station Independent School Board will review this agreement upon Council approval.

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

**Attachments:**

1. Interlocal Agreement

## **INTERLOCAL AGREEMENT SCHOOL RESOURCE OFFICERS**

THIS INTERLOCAL AGREEMENT is hereby made and entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (the “City”), and the COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (“CSISD”) each acting by and through its duly authorized agents (referred to collectively as the “Parties”);

**WHEREAS**, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the City is a Home Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II, Section 5 of its City Charter; and

**WHEREAS**, the Parties represent that they are independently authorized to perform those functions or services contemplated by this Agreement; and

**WHEREAS**, each Party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

**WHEREAS**, the City and CSISD have established a School Resource Officer Program (the “SRO Program”), as hereinafter described; and

**WHEREAS**, the Parties recognize the potential outstanding benefits of the SRO Program to the citizens of College Station, Texas, and particularly to the students of the CSISD; and

**WHEREAS**, it is in the best interest of the Parties and the citizens of College Station, Texas to continue the SRO Program;

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants made herein by the City and CSISD to be respectively kept and performed, the Parties hereby mutually agree as follows:

### **I. DEFINITIONS**

The following terms shall have the following meanings when used in the Agreement:

- (a) “Law Enforcement Officer” means any City of College Station peace officer who has been commissioned under the laws of this state.

- (b) “Chief Law Enforcement Officer” means the Chief of Police of the City. This term also applies to any person designated by the Chief Law Enforcement Officer to act on their behalf in regards to this Agreement.
- (c) “Chief School Administrator” means the School Superintendent of CSISD. This term also applies to any person designated by the Chief School Administrator to act on their behalf in regards to this Agreement.
- (d) “School Resource Officer” (“SRO”) means any Law Enforcement Officer who works with and aids the administration and student bodies of A&M Consolidated Middle School, College Station Middle School and A&M Consolidated High School as part of the SRO Program. The SRO meets with students in a non-confrontational setting, and interacts with them as teachers, mentors, and resource persons rather than in an enforcement setting.

## **II. AGREEMENT**

The Parties expressly agree this Agreement is intended to be and should be construed as a contractual document.

## **III. PURPOSE**

The purpose of this Agreement is to work collaboratively with CSISD to assign Law Enforcement Officers to work with and aid the administration and student bodies of A&M Consolidated High School, A&M Consolidated Middle School, and College Station Middle School, to offer primary services as instructors, mentors, and problem-solvers, and work to reduce crime through education and the promotion of positive police/student relations.

## **IV. DURATION AND CONDITIONS FOR ASSIGNMENT**

The Parties agree to assign Law Enforcement Officers to primarily perform classroom instruction, including, only to the extent provided in this Agreement, necessary police protection services, at A&M Consolidated High School, A&M Consolidated Middle School and College Station Middle School. An SRO Program is hereby established in the public school system of CSISD for five years from August 1, 2007 to July 31, 2012.

## **V. ASSIGNMENTS /JOB DUTIES**

### **A. Rights and Duties of the City.**

1. The Chief Law Enforcement Officer shall provide SRO’s as follows:
  - a. Number of SROs

(1) The Chief Law Enforcement Officer shall assign SRO's to the following school campuses on a full time basis:

- A&M Consolidated High School
- A&M Consolidated Middle School
- College Station Middle School

- b. The Chief Law Enforcement Officer shall assign two (2) Law Enforcement Officers to A&M Consolidated High School, one (1) to A&M Consolidated Middle School, and one (1) to College Station Middle School to primarily act as classroom instructors, mentors, problem-solvers, and provide positive police-student relations.
- c. All SRO's are assigned to the Special Services Division of the College Station Police Department ("CSPD") and are supervised by the Special Services Division Sergeant.
- d. The Chief Law Enforcement Officer may dismiss or reassign an SRO when it is in the best interest of CSPD and the students of CSISD.
- e. In the event of a resignation, dismissal, or reassignment of an SRO, the Chief Law Enforcement Officer shall provide a temporary replacement for the SRO within five (5) days of receiving the notice of such absence, dismissal, resignation, or reassignment.

2. Regular Duty Hours for SRO's

- a. Each SRO shall be assigned on a full-time basis for eight (8) hours on those days and during those hours that the school is in regular session. SRO's may be temporarily re-assigned by the Special Services Division Sergeant during school holidays and vacations, trainings, or during a period of police emergency.
- b. The SRO hours and days of work are to be considered flexible and can be changed to meet the needs of the Special Services Division by either the Special Services Division Sergeant or by the officer with the Division Sergeant's authorization. During the summer SRO's will be allotted time to attend any required training or college courses to meet CSPD or teaching certificate requirements.
- c. Prior to taking any personal leave time, the campus principal must approve absences. Each SRO will follow the CSPD leave policy; however, no

officer may take personal leave/vacation time during the school year for more than three (3) consecutive days.

- d. At each middle school, when the SRO must be absent for personal leave, CSPD staff training, or CSISD staff training, the school district will provide a substitute teacher.
- e. At A&M Consolidated High School, if an SRO is absent, the other SRO will cover classes for the absent SRO. If both SRO's must be absent on the same day, CSPD agrees to provide a Law Enforcement Officer to be at the school during scheduled hours. In addition, CSISD agrees to provide a substitute teacher if necessary.

3. Duties and Responsibilities of SRO's

- a. The SRO shall act as an instructor for criminal justice courses establishing similar programs at each of the two (2) middle schools and the high school as part of the Career & Technology Program. Topics of instruction include:
  - (1) Fundamentals of Criminal Law;
  - (2) Introduction to Criminal Justice;
  - (3) Crime in America;
  - (4) The Courts and Criminal Procedure;
  - (5) Introduction to Practical Law (Middle School);
  - (6) Introduction to Juvenile Justice (Middle School).

The primary function of the SRO's will be to teach these courses during each semester of the school year. The SRO's will not enforce school or administrative rules, policies, or procedures, except in conjunction with classroom management and teaching functions of that SRO. However, as sworn police officers, the SRO's may take appropriate police action when circumstances dictate.

- b. The SRO's will serve as liaisons between CSISD and CSPD by coordinating police-school shared activities.
- c. The SRO's may promote and present crime prevention and police-community relations programs in schools and/or to any youth/parent/school group that has potential to impact juvenile crime. Programs may include, but are not limited to, law enforcement role in society, drug abuse prevention, personal safety, and other related topics.
- d. The SRO's may consult with students, parents, teachers, and school officials and generally render assistance at every reasonable opportunity through mentoring and problem resolution programs. The SRO will not

give “legal advice” but should be knowledgeable on referral agencies and provide this information to any requesting party.

- e. The SRO’s will work as the Campus Crime Stoppers Program Coordinator at the two middle and high schools. They will be responsible for overseeing the program, filing necessary reports to the Brazos County Crime Stoppers, investigating tip information, maintaining the log books and all paper work for the program, overseeing the pay-off of tip information when necessary, attending monthly meetings, selection of the student Board of Directors, and attend the state conference to keep up-dated to changes in the Crime Stoppers Program statewide.

#### 4. Additional Duties and Responsibilities

- a. The SRO’s will become familiar with the school, its policies, and the students of each school. They should be a positive role model and build good rapport with the students, investigate crimes occurring on campus, act as guest lecturer in other classrooms on law enforcement related subjects, and provide a police presence to act as a deterrent to crime. They may be asked to substitute for others classes when feasible.
- b. The SRO’s shall report to and will coordinate all school related activities with the principal, or his designee.
- c. The SRO’s should integrate with the students in the following ways: during class breaks, pep rallies, during lunch, and in the classrooms.
- d. Attendance at faculty meetings and staff development sessions are mandatory. The faculty meetings usually occur once a month and the staff development sessions normally are all-day training on a variety of topics related to curricular and instructional issues. This is training the SRO will need and normally does not have access to through the City.

#### 5. Enforcement Action

- a. The primary function of the SRO’s is education, rather than enforcement. However, this does not preclude the officer from taking enforcement action when circumstances dictate.
- b. The SRO’s may make an arrest when called for, according to state law and CSPD policy.
- c. If at all possible, the SRO’s should “stabilize” any enforcement situation and turn enforcement action over to patrol officers rather than making arrests or issuing citations. An on duty patrol unit will be called to transport the arrested person to the appropriate detention facility. As soon

as classroom requirements allow, the SRO will complete and submit required reports on any arrests made.

- d. The SRO's shall not witness or carry out any discipline imposed by school officials. School policies will be enforced by school personnel. They may utilize internal school discipline procedures such as referrals to the principal for violations of school policies or rules.
- e. If the SRO is not available due to being in class or off campus, a patrol unit will be called to handle the enforcement action.
- f. The SRO's may educate and counsel truants, but will not pursue and discipline them. Proper referrals to CSISD will be made regarding truants. The school attendance person or school principal may contact the SRO to notify them of a truant so that the appropriate action may be taken.
- g. The SRO's may contact patrol officers to attempt to locate truants or juvenile probationers who are not in school as required.
- h. The SRO's may inform Juvenile Probation when probationers are not in school as required.
- i. The SRO's will not be used on searches initiated by school personnel, including situations where drug sniffing dogs or other searches for contraband are used under school policy. This does not exclude them from performing any searches necessary to protect themselves or others or other searches under normal police powers.

**B. Rights and Duties of CSISD**

- 1. The Chief School Administrator shall provide the SRO of each middle school and the high school following materials and facilities, which are deemed necessary for the performance of the SRO's duties:
  - a. A secure area/classroom for instruction, storage of equipment and communications.
  - b. A dedicated private office for the high school and middle school SRO's which shall have a telephone that can be used for private counseling and general business purposes.
  - c. A desk/work station, chair, filing cabinets, and office supplies.
  - d. Access to a computer.

2. In the event that the principal of the school in which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principals shall first counsel with the SRO in an attempt to resolve the situation; second meet with the SRO and the Special Services Division Sergeant to resolve the situation; third meet with the Special Services Division Sergeant and division commander. If the situation cannot be resolved or improved, then the principal shall recommend to the Chief School Administrator that the SRO be removed from the program and his school and the reason therefore, in writing. Within a reasonable time after receiving the recommendation, the Chief School Administrator shall advise the Chief Law Enforcement Officer. If both administrators so desire, they, along with any other specified staff members deemed necessary, may meet with the SRO to mediate or resolve any problems that exist. If, within a reasonable amount of time after such mediation the problem cannot be resolved, or if no mediation is sought by either Administrator, then the SRO shall be removed from the program and a replacement shall be obtained.

## VI. FUNDING

A. CSISD agrees to pay 75% of the SRO salaries and benefits. College Station agrees to pay 25% of the SRO salaries and benefits. The City of College Station will invoice CSISD in April of each year for the total costs of CSISD's portion of the SRO's salaries and benefits.

B. Salaries and benefits package includes:

<b>Total Wages</b>	<b>Total Additional Pays</b>
Certification Pay/Work	Acc. Death & Dismemberment
Longevity Pay	Group ins-Emplr Pd
Training Specialist Pay	Group Life Ins (WB)
Uniformed Cleaning Allowance	Long Term Disability
	Medicare Portion/Soc Sec
	Social Security-Emplr Pd
	TMRS
	Unemployment Comp
	Worker's Comp Ins

C. The City may dedicate two police vehicles to the SRO Program to be shared by the four SRO's. The City will provide all police uniforms, weapons, and other police equipment. The City will also provide all police in-service training that is required of all other Law Enforcement Officers.

D. CSISD will provide educational staff development and school supplies needed for classroom instruction. CSISD and the City of College Station will share in the costs related to the SRO's obtaining their Texas Teaching Certificate, the annual costs of

both the NASRO Conference (2 officers) and the Trade and Industrial Conference (2 officers.)

## **VII. EMPLOYMENT STATUS OF THE SRO**

School Resource Officers shall remain employees of the College Station Police Department and shall not be employees of CSISD. CSISD and College Station Police Department acknowledge that the SRO's are Law Enforcement Officers, who shall uphold the law under the direct supervision and control of the CSPD. The SRO's shall remain responsive to the chain of command of CSPD. The SRO's will serve to assist the principals and other members of the school community.

## **VIII. APPOINTMENT AND QUALIFICATIONS OF THE SRO**

A. CSPD will maintain the responsibility, while receiving significant input from CSISD, for the recruitment, interviewing, and overall evaluation of the SRO's. CSISD reserves the right to evaluate the SRO on individual teaching skills and performance in the classroom and agrees to provide copies of written evaluations to the Special Services Division Sergeant for purposes of conducting his own evaluation and monitoring of their job performance.

B. The SRO's must meet the requirements by the state and CSISD for obtaining a teaching certificate, including a combination of education and law enforcement experience.

C. Applicants to the SRO Program must meet the following requirements:

1. A sworn, non-probationary member of CSPD, holding the rank of either senior or master officer.
2. At least three years of sworn law enforcement experience and a four year degree from an accredited college or university, or a minimum of five years law enforcement experience.
3. Must complete the required college course for teacher certification within the time allotted by the state teacher certification agency and the City. The department requires the SRO to enroll during the first summer upon assignment and complete the courses within two (2) years.

## **IX. INTERLOCAL COOPERATION ACT**

The Parties expressly acknowledge that each Party to this agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquished by either Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

## X. EXECUTION/EFFECTIVE DATE/TERMINATION OF AGREEMENT

This Agreement shall become effective immediately upon execution by all Parties and shall continue in effect until terminated as provided herein.

Any Party to this Agreement may terminate its participation in this Agreement by providing ninety (90) days written notice as provided herein to the Presiding Officer of each Party. In the event of termination of this Agreement, compensation will be made to the City for all SRO services performed to date of termination. CSISD shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of termination of this Agreement.

## XI. GENERAL TERMS

**A. Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties.

**B. Indemnification.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each Party to this Agreement agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

**C. Consent To Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

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

**E. Notices.** Any notices, approval, consent, or communications by one Party to another must be in writing and be personally delivered or sent registered or certified United States Mail, properly addressed to the respective Parties as follows:

**COLLEGE STATION:**

Chief of Police  
Michael Clancey  
College Station Police Department  
2611 Texas Avenue South  
College Station, Texas 77840

**Additional Contact Information:**

Tele: (979) 764-3605  
E-Mail: [mclancey@cstx.gov](mailto:mclancey@cstx.gov)  
Fax: (979) 764-3468

**with copy to:**

City Manager  
Glenn Brown  
1101 Texas Avenue South  
College Station, Texas 77840

Tele: (979) 764-2510  
E-Mail: [gbrown@cstx.gov](mailto:gbrown@cstx.gov)  
Fax: (979) 764-6377

**CSISD:**

Superintendent  
Dr. Eddie Coulson  
College Station ISD  
1812 Welsh Street  
College Station, Texas 77840

Tele: (979) 764-5455  
E-Mail: [ecoulson@csisd.org](mailto:ecoulson@csisd.org)  
Fax: (979) 764-5492

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

**G. Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both Parties.

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

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

**J. Authority To Enter Contract.** Each Party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this

Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

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

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

**M. Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any Party without prior written approval of the other Party to this Agreement.

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

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **CITY OF COLLEGE STATION.**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**



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

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF BRAZOS**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2007 by  
**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

**COLLEGE STATION INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
**EDDIE COULSON**  
Superintendent

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared EDDIE COULSON, Superintendent for College Station Independent School District, College Station, Texas, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein sated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**August 23, 2007**  
**Consent Agenda**  
**Enviromed Medical Waste Hauling Franchise**

**To:** Glenn Brown, City Manager

**From:** Hayden Migl, Assistant to the City Manager

**Agenda Caption:** Presentation, possible action, and discussion on the first reading of an ordinance granting a non-exclusive medical waste hauling franchise agreement to Enviromed.

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

**Summary:** The proposed franchise agreement allows Enviromed to engage in the business of collecting, hauling and disposing of treated and untreated medical waste from various health care facilities within the city limits. The disposal of medical waste, a State mandated service, was privatized because untreated medical waste cannot be deposited in the BVSWMA landfill and staff has determined that privatizing this service is the most cost-effective way to offer this service to our community.

Enviromed had a franchise with the City for a term of five years beginning July 2002 and has paid all franchise fees and provided all reports to the City as required.

Other companies having similar non-exclusive medial waste hauling franchise agreements with the City are Tejas Medical Waste, Stericycle, Inc. and American Medical Waste Management, Inc.

**Budget & Financial Summary:** The franchise agreement requires Enviromed to pay five percent (5%) of the company's gross delivery and hauling revenues generated from the company's business of collecting and disposing of treated and untreated medical waste within the City. College Station receives approximately \$2,000 annually through this franchise agreement.

**Attachments:**

1. Franchise Ordinance

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

AN ORDINANCE GRANTING **ENVIROMED**, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTION AND DISPOSAL OF TREATED AND UNTREATED MEDICAL WASTE FROM VARIOUS HEALTH CARE-RELATED FACILITIES WITHIN THE CITY LIMITS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of College Station regulates the collection and disposal of all solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station may, pursuant to Article XI of its Charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of **CITY** and for the collection and disposal of treated and untreated medical wastes generated from within the corporate limits of the City of College Station; and

WHEREAS, **High Horizon, Inc. d/b/a Enviromed of Temple** (hereinafter referred to as "**Enviromed**") is engaged in the business of collection and disposal of treated and untreated medical waste from health care-related facilities and is requesting a franchise to operate its business within the City limits of the City of College Station; and

WHEREAS, the City of College Station (hereinafter referred to as "**CITY**"), believes it is in the best interest of College Station to offer **Enviromed**, a franchise on such terms and conditions as will provide College Station with control and options necessary to provide for the public good; now, therefore,

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

**I.  
DEFINITIONS**

**1.1** For the purposes of this Ordinance, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Ordinance shall be given their common and ordinary meaning.

Ordinance No. \_\_\_\_\_

1.2 For the purposes of this Ordinance, the following words, terms, phrases and their derivations shall have the meanings given below:

***Brazos Valley Solid Waste Management Agency Landfill*** or ***BVSWMA landfill*** means a permitted municipal solid waste facility jointly owned by the Cities of Bryan and College Station and operated by the City of College Station on behalf of the cities as authorized by an interlocal agreement.

***CITY*** means the City of College Station, a home rule municipal corporation in the State of Texas.

***City Council*** or “Council” means the governing body of the City of College Station.

***City Manager*** means the City official appointed by the City Council who is responsible for the daily operation of the City of College Station.

***COMPANY*** means ***Enviromed***, a privately held corporation incorporated in the State of Texas which provides medical waste management services for the healthcare industry as well as providing destruction services to major pharmaceutical manufacturers and which operates in the State of Texas as well as other states.

***Customers.*** Those health care-related facilities located within the ***CITY*** that generate treated and untreated medical waste.

***Force Majeure*** means, without limitation, by the following enumeration, acts of God and the public enemy, the elements, fire, or accidents.

***Franchise*** means this ordinance and all rights and obligations established herein or as it may be amended.

***Medical Wastes*** means medical wastes as that term is defined in 30 T.A.C. 330 as it now exists or as is hereafter amended.

***T.A.C.*** means the Texas Administrative Code as it now exists or as it is hereinafter amended.

***TCEQ*** means Texas Commission on Environmental Quality.

***Treated or Processed Medical Waste*** is medical waste that has been treated as provided in 30 T.A.C. 330 as it now exists or as it is hereafter amended.

## II.

Ordinance No. \_\_\_\_\_

### GRANT OF NONEXCLUSIVE FRANCHISE

2.1 CITY hereby grants to COMPANY a nonexclusive franchise to operate and establish in College Station, as constituted as of the effective date of this Franchise, or as may hereafter be constituted to collect and dispose of treated and untreated medical waste from various customers with health care-related facilities within the jurisdictional limits of CITY, and COMPANY is hereby granted passage and right-of-way on, along and across the streets, avenues, rights-of-way, alleys, and highways within the corporate limits of College Station, for any such service and lawful purpose as herein mentioned; provided that all such work, activity and undertakings by COMPANY shall be subject to the terms and provisions of this Franchise and the continuing exercise by College Station of its governmental and police powers, and provided further that nothing herein shall be construed to require or authorize COMPANY to exceed any rights granted herein or by the TCEQ.

2.2 Nothing in this Franchise shall be construed as granting any exclusive franchise or right.

### III. FRANCHISE AND RENTAL FEES

3.1 For and in consideration of the use of the CITY's rights-of-way, streets, alleys, highways, avenues and thoroughfares as well as in consideration of the covenants and agreements contained herein, COMPANY agrees to and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of COMPANY's monthly gross delivery and hauling revenues generated from COMPANY's provision of collection and disposal of treated and untreated medical waste services within the CITY. Said payment shall be paid quarterly to the CITY's Finance Department and shall be due by the twentieth of the month following the end of the previous quarter.

3.2 The franchise fee shall be in lieu of any and all other College Station imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exaction's or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within College Station) or permits upon or relating to the business, revenue, franchise, equipment, and other facilities of COMPANY and all other property of COMPANY and its activities, or any part thereof, in College Station which relate to the operation of COMPANY's medical waste collection business.

3.3 Payment after that date shall incur a ten percent (10%) penalty on the outstanding amount owed under this article, and after written notice by CITY, may constitute a basis for forfeiture or termination under this Franchise pursuant to Article VIII herein.

### IV.

Page 3

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

Ordinance No. \_\_\_\_\_

### **TERM OF FRANCHISE**

**4.1** The term of this franchise shall be for a period of five (5) years beginning on the 26<sup>th</sup> day of November, 2007.

### **V.**

### **SERVICE TO BE PROVIDED BY COMPANY**

**5.1** **COMPANY** shall furnish service consistent with the requirements and intent of this Franchise, and specified in this ordinance as now or hereafter approved by the Council or other regulatory authority having jurisdiction, without unreasonable discrimination, to all areas of College Station.

**5.2** **COMPANY** shall maintain its property and equipment in good order and working condition, consistent with the needs of the services rendered therefrom and in accordance with 30 T.A.C. 330.

**5.3** **COMPANY** agrees that a standby vehicle shall always be available.

**5.4** **COMPANY's** vehicles shall at all times be clearly marked with **COMPANY's** name and TCEQ registration number in letters not less than three (3) inches in height.

**5.5** **COMPANY's** operations shall be conducted in a manner that minimizes noise, disturbance, and commotion.

**5.6** **COMPANY** shall use all proper skill and care, and exercise all due and proper precautions that meet or exceed industry standards and TCEQ regulatory requirements to prevent injury to any person or person(s) and damage to any property.

**5.7** **COMPANY** shall register their operations with the TCEQ prior to commencing operations under this Franchise and shall provide proof of such registration and renewal thereof annually to **CITY**.

### **5.8 AD VALOREM TAXES**

**COMPANY** agrees to render a list annually of all personal property utilized in its treated and untreated medical waste operation services to Brazos County Appraisal District so that said personal property will be subject to ad valorem taxation by the applicable taxing entities.

### **5.9 DISPOSAL SITE FOR TREATED MEDICAL WASTE**

Ordinance No. \_\_\_\_\_

Unless approved otherwise in writing by **CITY**, **COMPANY** shall utilize the BVSWMA landfill located on Rock Prairie Road, College Station or any other municipal landfill site designated by **CITY** for its municipal solid waste disposal for disposal of all treated medical waste collected by **COMPANY** from within the corporate limits of the City of College Station. Untreated medical waste collected by **COMPANY** within the corporate limits of the City of College Station will be treated and disposed of at any site of **COMPANY**'s selection, provided however, that any site used shall be permitted to accept this classification of waste by the appropriate regulatory authority.

**5.10 CITY** shall have access to all books of accounts and records of its business operations from which Gross Receipts may be determined.

**5.11 COMPANY** further agrees **CITY** may review its books and records, during normal business hours and on a non-disruptive basis, as reasonably necessary to monitor compliance with the terms hereof, or as otherwise required by law

- (a) **COMPANY** shall keep complete and accurate books of accounts and records of its business and operations from which Gross Receipts may be determined.
- (b) The following records and reports shall be filed monthly with the City Manager or his delegate:
  - i. Reports of all complaints and investigations received from any customer or regulatory authority and remedial action taken by **COMPANY** in response to said complaints.
  - ii. A listing of all **COMPANY**'s customer accounts and monthly revenue derived from collections made in the **CITY** under the terms of this Agreement. The reports shall include customer's name, address, frequency of pick-up, number of containers, pounds of waste collected by customer separated by treated and untreated, and monthly charges.

## **5.12 COMPLAINTS**

**COMPANY** shall respond to any customer complaints. Any customer complaints received by **CITY** shall be forwarded to **COMPANY** within twenty-four (24) hours of their receipt. **COMPANY** shall notify **CITY** of action taken within twenty-four (24) hours following receipt of complaint. Failure to timely respond to Customer complaints by **COMPANY** may result in the imposition of a Fifty (\$50.00) per incident charge from **CITY** payable with the next payment due to **CITY** under Article III of this Agreement.

**5.13 COMPANY** agrees to provide free service to **CITY** during periodic **CITY** clean-up campaigns and following natural disasters or Acts of God.

Ordinance No. \_\_\_\_\_

#### 5.14 TERMINATION OF SERVICE

**COMPANY** must notify **CITY** in writing of termination of any customer's service for cause via registered mail within forty-eight (48) hours of said termination and the basis therefor.

#### VI. TITLE TO WASTE

6.1 Sole and exclusive title to all treated and untreated medical waste collected by **COMPANY** under this Agreement shall pass to **COMPANY** when said waste is placed on **COMPANY**'s truck.

#### VII. RATES, RULES AND REGULATIONS

7.1 The **COMPANY** shall charge for the aforementioned services according to the rates set out in the Schedule of Rates attached hereto as **Exhibit "A"** and incorporated herein by reference. The Schedule of Rates may be revised periodically and must be submitted to the City Manager or his delegate upon each revision and will be attached to the original franchise agreement.

#### VIII. FORFEITURE AND TERMINATION OF FRANCHISE

8.1 In addition to all other rights and powers retained by **CITY** under this Franchise or otherwise, **CITY** reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of **COMPANY** hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by **COMPANY** shall include, but not be limited to, the following:

1. Failure to pay the fee prescribed by Article III;
2. Failure to materially provide the services provided for in this Franchise;
3. Material misrepresentation of fact in the application for or negotiation of this Franchise;
4. Conviction of any director, officer, employee, or agent of **COMPANY** of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise;

Ordinance No. \_\_\_\_\_

5. Material misrepresentations of fact knowingly made to **CITY** with respect to or regarding **COMPANY's** operations, management, revenues, services or reports required pursuant to this Franchise;
6. Revocation or denial of registration or renewal of registration by TCEQ;
7. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure.

**8.2** **COMPANY** shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

**8.3** **CITY** may after a hearing as described herein, revoke and cancel the Franchise by and between the parties and said Franchise shall be null and void. **CITY** shall mail notice to **COMPANY**, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and **COMPANY** shall be allowed to present evidence and be given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice, it may by majority vote cancel this Agreement between the parties at no penalty to the **CITY**.

## **IX. RECEIVERSHIP AND BANKRUPTCY**

**9.1** The Council shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of **COMPANY**, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

**9.2** Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; or

**9.3** Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

## **X. INDEMNIFICATION**

Ordinance No. \_\_\_\_\_

**10.1 COMPANY shall not dispose of any untreated medical waste, special waste or other hazardous waste or any waste that the landfill is not permitted to accept by applicable TCEQ standards in the BVSWMA landfill. COMPANY hereby agrees to indemnify, defend and hold CITY harmless for disposal of any such waste in the BVSWMA landfill whether intentional or inadvertent.**

**10.2 COMPANY shall indemnify and hold CITY harmless from any and all injuries to persons or claims of damage to property caused by COMPANY, its agents, employees, and representatives.**

**10.3 COMPANY agrees to and shall indemnify and hold harmless 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 services provided or medical waste collected, treated, or disposed of by COMPANY under this contract, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.**

**10.4 COMPANY assumes responsibility and liability and hereby agrees to indemnify the City of College Station from any liability caused by COMPANY's failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.**

## **XI. INSURANCE**

**11.1 COMPANY shall procure and maintain at its sole cost and expense for the duration of the Agreement 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.**

**11.2 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.**

**11.3 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.**

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

Ordinance No. \_\_\_\_\_

**11.4 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 B, 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*

1. General Liability insurance shall be written by a carrier with a A-:VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Limit of \$1,000,000.00 per and \$2,000,000.00 annual 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;

Ordinance No. \_\_\_\_\_

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 A-:VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$2,000,000.00 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.

F. *Pollution Liability*

1. Minimum acceptable limit \$2,000,000 aggregate and \$1,000,000 per occurrence.
2. Pollution coverage endorsement CG 04 22 required.

G. *Excess Liability*

1. Minimum acceptable limit \$5,000,000 aggregate and \$1,000,000 per occurrence.

H. *Certificates of Insurance*

Ordinance No. \_\_\_\_\_

**Certificates of Insurance** shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

1. The company is licensed and admitted to do business in the State of Texas.
2. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
3. All endorsements and insurance coverages according to requirements and instructions contained herein.
4. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**11.5** The coverage requirements set forth in this Article are in addition to those required under 30 T.A.C. 37. **COMPANY** shall provide proof that it has met the requirements of 30 T.A.C. 37 to **CITY** upon the execution of this Franchise by **COMPANY**.

**11.6** **COMPANY** shall notify **CITY** by certified mail of the commencement of voluntary proceedings under Title 11 (Bankruptcy), United States Code, naming the **COMPANY** as debtor, within ten (10) business days after the commencement of the proceeding.

**11.7** If **COMPANY** is deemed to be without financial assurance pursuant to 30 T.A.C. 37, **COMPANY**'s operations shall be suspended until **COMPANY** establishes other acceptable financial assurance with the TCEQ and provides proof of same to **CITY**.

## **XII. GOVERNING LAW; LIMITATIONS; COMPLIANCE**

**12.1** This ordinance shall be construed in accordance with the **CITY**'s Charter and Code in effect on the Effective Date of this ordinance to the extent that such Charter and Code are not in conflict with or in violation of the constitution and laws of the United States or the State of Texas.

**12.2** This ordinance shall be governed in accordance with the laws of the State of Texas.

**12.3** Notwithstanding any other provision in this franchise to the contrary, **CITY** and **COMPANY** shall at all times comply with all laws, rules and regulations of the state and federal government and any administrative agencies thereof, with respect to the subject matter of this ordinance.

## **XVIII. ASSIGNMENT**

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

Ordinance No. \_\_\_\_\_

**13.1** This Agreement and the rights and obligations contained herein may not be assigned by **COMPANY** without the specific prior written approval of the City Council.

**XIV.  
NOTICES**

**14.1** All notices required under the terms of this Contract to be given by either party to the other shall be in writing, and unless otherwise specified in writing shall be sent to the parties at the addresses following:

**CITY:**  
City Manager  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

**COMPANY:**  
J. L. Ranly  
Administrator  
P.O. Box 1052  
Temple, TX 76503

**14.2** All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**XV.  
AMENDMENTS**

**15.1** It is understood and agreed by the parties to this Franchise that no alteration or variation to the terms of this Franchise shall be effective unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

Ordinance No. \_\_\_\_\_

**XVI.  
SEVERABILITY**

16.1 If any section, sentence, clause or paragraph of this Ordinance is for any reason held to be invalid or illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining portions of the Ordinance other than the part or parts held invalid or unconstitutional.

**XVII.  
AUTHORIZATION TO EXECUTE**

17.1 The parties signing the Franchise shall provide adequate proof of their authority to execute this Agreement. The Franchise shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**XVIII.  
ACCEPTANCE OF FRANCHISE BY COMPANY**

18.1 In accordance with CITY OF COLLEGE STATION CITY CHARTER, SECTION 103, this Ordinance shall be effective sixty (60) days after its adoption. **COMPANY** shall file its written acceptance of the terms and conditions of the Ordinance with the City Secretary within thirty (30) days from the final adoption of this Ordinance. Such acceptance shall be typed or printed on the letterhead of **COMPANY** and, with the blank spaces appropriately completed, shall be as follows:

Attn: City Manager

**Enviromed** acting by and through the undersigned \_\_\_\_\_ who is acting within his/her official capacity and authority, hereby accepts the franchise to operate a medical waste collection service within the City of College Station, Texas ("College Station") as said franchise is set forth and provided in Ordinance No. \_\_\_\_\_ (the "Ordinance"). **Enviromed** agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided for in the Ordinance in a business like and reasonable manner and in compliance with the Ordinance.

**High Horizon, Inc  
d/b/a Enviromed of Temple**

By: \_\_\_\_\_  
Name: J.L. Ranly  
Title: Administrator

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

Ordinance No. \_\_\_\_\_

**XIX.  
PUBLIC HEARING**

19.1 It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by TEXAS GOVERNMENT CODE § 551 (Vernon 1994, Vernon Supp. 2003), as amended, and that advance public notice of time, place, and purpose of said meetings was given.

PASSED, ADOPTED and APPROVED by a majority vote of the City Council of the City of College Station on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

HIGH HORIZON, INC.  
d/b/a ENVIROMED OF TEMPLE

CITY OF COLLEGE STATION

BY: *J. L. Harley, admin*  
Title ADMINISTRATOR

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

Date: 8-6-07

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

ATTEST:

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

APPROVAL:

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

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

*Nowell*  
\_\_\_\_\_  
City Attorney  
Date: 8-8-07

Ordinance No. \_\_\_\_\_

First Consideration and Approval: \_\_\_\_\_

Second Consideration and Approval: \_\_\_\_\_

Third Consideration and Approval: \_\_\_\_\_

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

Ordinance No. \_\_\_\_\_

**Exhibit "A"**

**SCHEDULE OF RATES**

OUR RATES ARE AS FOLLOWS:

DESTRUCTION OF LARGE BOX OF MEDICAL WASTE

RANGE \$10.00 TO \$40.00 PER BOX

DESTRUCTION OF 28 GALLON REUSABLE CONTAINER

RANGE \$28.00 TO \$30.00 PER CONTAINER

**Exhibit "B"**

**CERTIFICATES OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

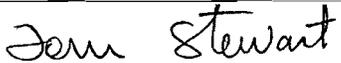
DATE (MM/DD/YY)  
07/25/07

<b>PRODUCER</b> Tom Stewart Insurance 1001 S. Dairy Ashford, Suite 225 Houston, TX 77077 Phone (281)589-0004 Fax (281)589-8889	<b>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.</b>
<b>INSURED</b> High Horizons, Inc. DBA: Medtrak DBA: Enviromed DBA: All Med Disposal PO Box 1052 Temple, TX 76503	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: Arch Insurance Co.
	INSURER B: Texas Mutual Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
<b>COVERAGES</b>	
INSURER F:	

THE POLICIES OF INSURANCE LISTED 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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	FBCAT 0041103	04/18/07	04/18/08	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Broad Pollution <input type="checkbox"/>	FBCAT 0041103	04/18/07	04/18/08	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF-0001105699	05/15/07	05/15/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT 500,000 E.L. DISEASE - EA EMPLOYEE 500,000 E.L. DISEASE - POLICY LIMIT 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Medical Waste Hauler  
 Certificate holder is hereby granted Additional Insured status with regards to Commercial General Liability in accordance with policy terms, conditions and exclusions. Blanket Waiver of Subrogation applies with regards to workers compensation in accordance with policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  City of College Station Attn: Risk Management PO box 9960 College Station, TX 77842	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</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 
---	---

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved  
OMB No. 2125-0074

Issued to HIGH HORIZONS, INC. of PO BOX 1052, TEMPLE TX 76503

Dated at DENVER, CO this 19TH day of APRIL, 2007

Amending Policy No. FBCAT0041103 Effective Date 04-18-2007

Name of Insurance Company ARCH INSURANCE COMPANY

Telephone Number (203) 388-3220 Countersigned by *Michael J. Hill*

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by  for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident.  
in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS  
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1 1, 1 2, and 1 3 materials; any quantity of Division 2 3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2 1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172 101, but not mentioned in (2) above or (4) below	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1 1, 1.2 or 1.3 material; any quantity of a Division 2 3, Hazard Zone A, or Division 6 1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

**Note:** The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

**Schedule of Limits  
Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000

**August 23, 2007**  
**Consent Agenda**  
**Construction and Demolition Debris Hauling Franchise**

**To:** Glenn Brown, City Manager

**From:** Hayden Migl, Assistant to the City Manager

**Agenda Caption:** Presentation, possible action and discussion on the first reading of a franchise agreement with CCAA, LLC d/b/a Brazos Valley Recycling for collection, hauling and disposal services for residential and commercial construction debris solid waste for the purpose of recycling.

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

**Summary:** The proposed non-exclusive five (5) year franchise agreement allows for the collection, hauling and disposal services for residential and commercial construction and demolition debris generated within the corporate limits of the City of College Station for the purpose of recycling the debris.

This company has a current franchise under Stop 'N Go Potties which is limited only to residential areas, roll-off containers not to exceed fifteen (15) cubic yards in volume, and does not allow a provision to recycle collected debris.

The roll-off container method allows contractors to keep their construction sites clean during construction and provides a better method of hauling the debris.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

**Budget & Financial Summary:** The franchise agreement contains a tiered fee schedule requiring Brazos Valley Recycling to pay five percent (5%) of the company's gross delivery and hauling revenues if they recycle over 60% of the debris collected, six and one half percent (6.5%) if they recycle at least fifty-five percent (55%) but less than sixty percent (60%), and eight percent (8%) if they recycle less than fifty-five percent (55%) of the debris collected.

**Attachments:**

1. Franchise Ordinance

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

AN ORDINANCE GRANTING CCAA, LLC, D/B/A BRAZOS VALLEY RECYCLING, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING DEMOLITION AND CONSTRUCTION DEBRIS FOR THE PURPOSE OF RECYCLING; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY AND ASSESSING A PENALTY FOR VIOLATION.

WHEREAS, the City of College Station, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of the City of College Station and for the collection and disposal of solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of a certain classification of solid waste generated within the corporate limits of the City of College Station under the terms of this Franchise Agreement as set out below; and

WHEREAS, CCAA, LLC d/b/a BRAZOS VALLEY RECYCLING desires to obtain a franchise to provide for the collection, hauling and disposal of construction debris solid waste from the City of College Station;

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

I.  
DEFINITIONS

1. Franchise Agreement means this franchise between the City of College Station and CCAA, LLC d/b/a BRAZOS VALLEY RECYCLING for provision of a roll-off container demolition and construction debris collection service for the purpose of recycling within the City of College Station, under certain terms and conditions set out herein.

Ordinance No. \_\_\_\_\_

2. BRAZOS VALLEY RECYCLING means CCAA, LLC d/b/a BRAZOS VALLEY RECYCLING conducting the roll-off container demolition and construction debris collection service for the purpose of recycling.

3. Brazos Valley Solid Waste Management Agency or BVSWMA means a landfill jointly owned by the Cities of Bryan and College Station and operated by the City of College Station on behalf of the cities as authorized through an interlocal agreement.

4. City of College Station or CITY means the City of College Station, Texas a Home-Rule Municipal Corporation incorporated under the laws of Texas.

5. City Council or "COUNCIL" means the governing body of the City of College Station, Texas.

6. Customers means those industrial, residential, and/or commercial premises located within the CITY that generate demolition and construction debris.

7. Demolition and Construction Debris means any building material waste resulting from demolition, remodeling, repairs, or construction as well as materials discarded during periodic temporary facility clean-up generated within the CITY.

8. Roll-Off Containers or container means that type of solid waste industry container loaded by winch truck or hook not to exceed thirty (30) cubic yards in volume.

## II.

### GRANT OF NONEXCLUSIVE FRANCHISE

For and in consideration of the compliance by BRAZOS VALLEY RECYCLING with the covenants and conditions herein set forth CITY hereby grants to BRAZOS VALLEY RECYCLING a NONEXCLUSIVE franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting demolition and construction debris for the purpose of recycling within the jurisdictional limits of CITY using roll-off containers.

## III.

### DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by ASSISTANT DIRECTOR OF PUBLIC WORKS, BRAZOS VALLEY RECYCLING shall utilize the BVSWMA landfill located on Rock Prairie Road, College Station, Texas or any other site designated for their municipal solid waste disposal for the disposal of all non-recyclable demolition and construction debris collected by BRAZOS VALLEY RECYCLING under this Franchise Agreement. **BRAZOS VALLEY RECYCLING shall not dispose of any asbestos or other hazardous wastes at the BVSWMA landfill.**

IV.  
RATES TO BE CHARGED BY BRAZOS VALLEY RECYCLING

Attached hereto as Exhibit "A" and incorporated herein by reference is the Schedule of Rates, which BRAZOS VALLEY RECYCLING shall charge for the aforementioned services. The rates provided herein shall be renegotiated at any time that the costs to the company of doing business have increased, due to the operation of new governmental regulation or due to increased costs of material or labor required to provide the services hereunder, or due to increased costs of disposal in a landfill operation. BRAZOS VALLEY RECYCLING agrees to use due diligence to keep costs from increasing.

V.  
PAYMENTS TO CITY

For and in consideration of the grant of the franchise herein, BRAZOS VALLEY RECYCLING agrees and shall pay to CITY upon acceptance of this Franchise Agreement and thereafter during the term hereof, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling accomplished.

A fee equivalent to five percent (5%) of BRAZOS VALLEY RECYCLING's monthly gross delivery and hauling revenues generated from BRAZOS VALLEY RECYCLING's provision of demolition and construction debris roll-off container collection services within the CITY excluding landfill tipping charges is required if BRAZOS VALLEY RECYCLING reports aggregate recycling of at least sixty percent (60%) of demolition and construction debris collected.

A fee equivalent to six and one half percent (6.5%) of BRAZOS VALLEY RECYCLING's monthly gross delivery and hauling revenues generated from BRAZOS VALLEY RECYCLING's provision of demolition and construction debris roll-off container collection services within the CITY excluding landfill tipping charges is required if BRAZOS VALLEY RECYCLING reports aggregate recycling of at least fifty-five percent (55%) but less than sixty percent (60%) of demolition and construction debris collected.

A fee equivalent to eight percent (8%) of BRAZOS VALLEY RECYCLING's monthly gross delivery and hauling revenues generated from BRAZOS VALLEY RECYCLING's provision of demolition and construction debris roll-off container collection services within the CITY excluding landfill tipping charges is required if BRAZOS VALLEY RECYCLING reports aggregate recycling less than fifty-five percent (55%) of demolition and construction debris collected.

The exclusion is limited only to the amount BVSWMA charges BRAZOS VALLEY RECYCLING for landfill tipping charges. Any revenue received by BRAZOS VALLEY RECYCLING in excess of the landfill tipping charges will be subject to the franchise fee and shall be computed into BRAZOS VALLEY RECYCLING 's monthly gross delivery

and hauling revenue. Said payment shall be paid quarterly to the City Manager or his delegate and shall be due by the twentieth of the month following the end of the previous quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding amount owed under this Article V.

Failure by BRAZOS VALLEY RECYCLING to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV of this Franchise Agreement (FAILURE TO PERFORM).

VI.  
ACCESS TO RECORDS & REPORTING

CITY shall have the right, upon reasonable notice, to inspect during normal business hours BRAZOS VALLEY RECYCLING's records, billing records of those customers served by BRAZOS VALLEY RECYCLING and all papers relating to the operation of demolition and construction debris collection and disposal within the CITY. BRAZOS VALLEY RECYCLING shall cooperate in allowing CITY to conduct the inspections.

Along with the payment to the CITY of the CITY's agreed share of revenue from the delivery and hauling of demolition and construction debris, BRAZOS VALLEY RECYCLING shall provide a Monthly Recycling Activity Report that shall be due to the CITY no later than the twentieth calendar day of each month and summarizing recycling activity for the previous calendar month. BRAZOS VALLEY RECYCLING's report shall include the following information:

1. Summaries of tonnage of all recyclable commodities collected from all customers, broken down by commodity.
2. Summaries of tonnage of demolition and construction debris collected from all customers.
3. Summaries of tonnage of demolition and construction debris collected only in the CITY.
4. Reports of the results of all complaints and investigations received and action taken by BRAZOS VALLEY RECYCLING.
5. A listing of all BRAZOS VALLEY RECYCLING accounts served and monthly revenue derived from roll-off containers placed in the CITY under terms of this franchise. The reports will include customer's address, frequency of pick-up, size of container, and monthly charges.
6. Such information concerning the business of collection, processing and marketing of recyclable materials as may be required by the City's representative.

VII.  
PLACEMENT OF ROLL-OFF CONTAINERS

All roll-off containers placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall BRAZOS VALLEY RECYCLING place containers on public streets, alleys and/or thoroughfares without the prior written approval of the CITY. CITY reserves the right to designate the exact location of any or all roll-off container(s) placed in service in the CITY.

VIII.  
CONTAINER AND EQUIPMENT MAINTENANCE

BRAZOS VALLEY RECYCLING agrees to properly maintain in a safe, clean and sanitary condition, and paint all roll-off containers placed out for service within the CITY.

All equipment necessary for the performance of this franchise shall be in good condition and repair.

All vehicles used by BRAZOS VALLEY RECYCLING in the removal of demolition and construction debris shall be covered during transport to prevent spillage, blowing, or scattering of refuse onto public streets or rights of way, private property or adjacent property. A standby vehicle shall always be available.

BRAZOS VALLEY RECYCLING's vehicles shall at all times be clearly marked with BRAZOS VALLEY RECYCLING's name, address, telephone number and if applicable, state permit number, in letters not less than three (3) inches in height.

IX.  
COMPLAINTS REGARDING SERVICE/SPILLAGE

BRAZOS VALLEY RECYCLING shall handle directly any complaints pertaining to customer service, property damage or personal injury from their roll-off container service. Any such complaints received by CITY shall be forwarded to BRAZOS VALLEY RECYCLING within twenty-four (24) hours of their receipt by CITY. BRAZOS VALLEY RECYCLING shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from CITY, resolve such complaints promptly and shall report to CITY the action taken. Failure by BRAZOS VALLEY RECYCLING to respond and report to CITY on action taken within this twenty-four (24) hour period may subject BRAZOS VALLEY RECYCLING to a \$50.00 per incident charge from CITY payable with the next payment due CITY under Article V of this Franchise Agreement.

X.  
COMPLIANCE WITH LAWS

BRAZOS VALLEY RECYCLING shall comply with all applicable federal, state and local laws, policies, rules and regulations, and ordinances with regard to the collection, hauling and disposal of solid waste, including but not limited to the requirement that all persons on the BVSWMMA landfill premises wear a hard hat. All operations conducted by BRAZOS VALLEY RECYCLING shall be conducted without unnecessary noise, disturbance, or commotion.

XI.  
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

This Franchise Agreement contains all the terms and conditions agreed on by the parties and no other agreements, or otherwise, regarding the subject matter of this franchise shall be of any force or effect.

Both parties agree and understand that nothing in this Franchise Agreement conveys to BRAZOS VALLEY RECYCLING an exclusive franchise for the services described in this franchise and that this franchise is nonexclusive.

XII.  
OWNERSHIP OF MATERIALS

Sole and exclusive title to all demolition and construction debris collected by BRAZOS VALLEY RECYCLING under this Franchise Agreement shall pass to BRAZOS VALLEY RECYCLING when said debris is placed on BRAZOS VALLEY RECYCLING's truck.

XIII  
CITY SERVICE

BRAZOS VALLEY RECYCLING agrees to provide free service to CITY following natural disasters or Acts of God.

XIV.  
INTERRUPTION OR TERMINATION OF SERVICE

A. Termination in Service. In the event that BRAZOS VALLEY RECYCLING terminates service to any customer within the CITY's limit, BRAZOS VALLEY RECYCLING must notify CITY through registered mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform

Ordinance No. \_\_\_\_\_

under this contract and CITY may invoke the provisions of Article XV of this Franchise Agreement (FAILURE TO PERFORM).

XV.  
FAILURE TO PERFORM

It is expressly understood and agreed by the parties that if at any time BRAZOS VALLEY RECYCLING shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after hearing as described herein, revoke and cancel the Franchise Agreement by and between the parties and said Franchise Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the Council of said CITY, CITY shall mail notice to BRAZOS VALLEY RECYCLING, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Franchise Agreement. The hearing shall be conducted in public before the City Council and BRAZOS VALLEY RECYCLING shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Franchise Agreement between the parties at no penalty to the CITY.

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

**XVI.  
INDEMNIFICATION**

**In the event CITY is damaged due to the act, omission, mistake, fault or default of BRAZOS VALLEY RECYCLING, then BRAZOS VALLEY RECYCLING shall indemnify and hold CITY harmless for such damage.**

**BRAZOS VALLEY RECYCLING shall indemnify and hold CITY harmless for any disposal of any solid waste for which the BVSWMMA landfill is not permitted whether intentional or inadvertent.**

**BRAZOS VALLEY RECYCLING shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by BRAZOS VALLEY RECYCLING, its agents, employees, and representatives.**

**BRAZOS VALLEY RECYCLING agrees to and shall indemnify and hold the CITY, its officers, agents and employees, harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind and character, including all expenses of litigation, court costs, and reasonable 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 services provided and business operated by BRAZOS VALLEY RECYCLING under this Franchise Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.**

**XVII.  
INSURANCE**

**BRAZOS VALLEY RECYCLING shall procure and maintain at its sole cost and expense for the duration of the Franchise Agreement 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 BRAZOS VALLEY RECYCLING, its agents, representatives, volunteers, employees or subcontractors.**

**BRAZOS VALLEY RECYCLING'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 BRAZOS VALLEY RECYCLING's insurance and shall not contribute to it.**

**BRAZOS VALLEY RECYCLING 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.**

**Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before BRAZOS VALLEY RECYCLING provides services in the CITY.**

**A. STANDARD INSURANCE POLICIES REQUIRED**

- 1. Commercial General Liability Policy**
- 2. Automobile Liability Policy**
- 3. Worker's Compensation Policy.**

**B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES**

- 1. General Liability and Automobile Liability insurance shall be written by a carrier with a A- VII or better rating in accordance with the current Best Key Rating Guide.**
- 2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.**
- 3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence bases for property damage only.**
- 4. Claims Made Policies will not be accepted.**
- 5. The City of College Station, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.**
- 6. A Waiver of Subrogation in favor of the City of College Station with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.**
- 7. 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.**
- 8. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.**

**C. COMMERCIAL GENERAL LIABILITY**

- 1. Minimum Combined Single Limit of \$2,000,000 aggregate with \$1,000,000 per occurrence for Bodily Injury and Property Damage.**
- 2. Coverage shall be at least as broad as Insurance service's Office form number CG OO OL.**
- 3. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.**

**D. AUTOMOBILE LIABILITY**

1. **Minimum Combined Single Limit \$1,000,000 combined single limit per occurrence for Bodily Injury Property on any auto.**
2. **The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.**

**E. WORKER'S COMPENSATION**

1. **Workers' Compensation to statutory limits and employer liability of \$500,000/\$500,000/\$500,000 as required.**
2. **City of College Station shall be named as Alternate Employer on endorsement WC 99 09 OI unless written through TWCARP.**
3. **Texas must appear in Item 3A of the Workers' Compensations coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States NV, ND, OH, WA, WV, WY.**

**F. CERTIFICATES OF INSURANCE**

1. **Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:**
  - a. **The company is licensed and admitted to do business in the State of Texas**
  - b. **The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance or ISO.**
  - c. **Sets forth all endorsements as required above and insurance coverages as previously set forth herein.**
  - d. **Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City of College Station.**
  - e. **Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.**

XVIII.  
ASSIGNMENT

This Franchise Agreement and the rights and obligations contained herein may not be assigned by BRAZOS VALLEY RECYCLING without the specific prior written approval of the City Council.

XIX.  
SAFETY AND LIABILITY FOR INJURIES TO CITY OR ABUTTING PROPERTY

BRAZOS VALLEY RECYCLING shall perform the collection in accordance with the applicable laws, codes, ordinances and regulations of the United States, State of Texas, Brazos County, and City of College Station and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which BRAZOS VALLEY RECYCLING is solely responsible. In the carrying on of the services herein provided for, BRAZOS VALLEY RECYCLING shall use all proper skill and care, and BRAZOS VALLEY RECYCLING shall exercise all due and proper precautions to prevent injury to any property, or person(s).

**BRAZOS VALLEY RECYCLING assumes responsibility and liability and hereby agrees to indemnify and hold the City of College Station harmless from and against any and all claims, losses, property damage, personal injury or death arising out of or in connection with BRAZOS VALLEY RECYCLING's failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.**

**BRAZOS VALLEY RECYCLING shall pay for all damages to City property resulting from the operation of its service and shall pay to every owner of property abutting the residential property on which the container is located that is injured by the operation of the franchise all physical damage caused by any act or omission of BRAZOS VALLEY RECYCLING or of any of its subcontractors or employees in the operation of the BRAZOS VALLEY RECYCLING service.**

XX.  
AD VALOREM TAXES

BRAZOS VALLEY RECYCLING agrees to render all personal property utilized in its solid waste operation services provided to Brazos County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

XXI.  
NOTICES AND PAYMENTS

All notices and payments required under the terms of this Contract to be given by either party to the other party shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

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

Charles Mancuso  
President, CCAA, LLC, d/b/a  
Brazos Valley Recycling  
P. O. Box 5449  
Bryan, Texas 77805

All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

XXII.  
PENALTY

Any person, firm or corporation violating any provision of this ordinance shall be fined not exceeding \$2,000.00 for each offense and each and every day said violation continues constitutes a separate offense.

XXIII.  
AMENDMENTS

It is hereby understood and agreed by the parties to this franchise that no amendment to the terms of this franchise shall be made unless made in writing, approved by both parties, and attached to this Franchise Agreement to become a part hereof.

XXIV.  
SEVERABILITY

If any section, sentence, clause or paragraph of this Franchise Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Franchise Agreement.

XXV.  
AUTHORIZATION TO EXECUTE

The parties signing this Franchise Agreement shall provide adequate proof of their authority to execute this Franchise Agreement. This Franchise Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

XXVI.  
TERM OF FRANCHISE.

The term of this Franchise Agreement shall be for a period of five (5) years beginning on the 26<sup>th</sup> day of November 2007.

XXVII.  
ACCEPTANCE OF FRANCHISE

This grant of franchise and its terms shall be accepted by BRAZOS VALLEY RECYCLING by a written instrument, executed and acknowledged, filed with the City Secretary within thirty (30) days after the date of its passage. The written instrument shall state the acceptance of this franchise and its terms. BRAZOS VALLEY RECYCLING shall agree in the instrument to abide by the terms and declare that the statements and recitals in it are correct.

This franchise shall take effect sixty (60) days after the date of its passage by the City Council provided formal acceptance of the terms by BRAZOS VALLEY RECYCLING is filed with the City Secretary within the time provided herein.

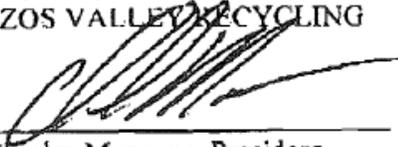
XXVIII.  
PUBLIC MEETING

It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by TEXAS GOVERNMENT CODE § 551, as amended, and that advance public notice of time, place, and purpose of said meetings was given.

Ordinance No. \_\_\_\_\_

PASSED, ADOPTED and APPROVED by a majority vote of the City Council of the City of College Station on this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CCAA, LLC, d/b/a  
BRAZOS VALLEY RECYCLING

BY:   
Charles Mancuso, President

Date: 8/8/07

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Ben White, Mayor

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

ATTEST:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

APPROVAL:

\_\_\_\_\_  
GLENN BROWN, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
JEFF KERSTEN, Chief Financial Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: 8-8-07

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

Ordinance No. \_\_\_\_\_

First Consideration and Approval: \_\_\_\_\_

Second Consideration and Approval: \_\_\_\_\_

Third Consideration and Approval: \_\_\_\_\_

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

Ordinance No. \_\_\_\_\_

**Exhibit "A"**

**SCHEDULE OF RATES**

Rental Fees

14 cubic yard	\$2.75 / day
20 cubic yard	\$3.00 / day
30 cubic yard	\$3.00 / day

Dump Fees

14 cubic yard	\$ 80.00
20 cubic yard	\$132.00
30 cubic yard	\$154.00

Tipping Fees

14 cubic yard	\$25.30 / ton
20 cubic yard	\$25.30 / ton
30 cubic yard	\$25.30 / ton

Delivery & Set-up Fees (pick-up fees included)

14 cubic yard	\$35.00
20 cubic yard	\$35.00
30 cubic yard	\$35.00

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

Ordinance No. \_\_\_\_\_

**Exhibit "B"**

**CERTIFICATES OF INSURANCE**

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2007

**PRODUCER**  
  
Wm. Blanchard & Assoc.  
P. O. Box 308  
Granbury, Texas 76048  
800-456-7306

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.

COMPANIES AFFORDING COVERAGE	
COMPANY A	St. Paul Fire & Marine Ins. Co.
COMPANY B	
COMPANY C	
COMPANY D	

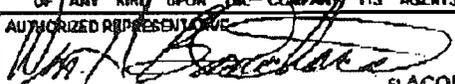
**INSURED**  
  
Chas. Mancuso, dba We Rent It,  
Inc. & BCS StopNGoPotties, LLC, etal  
3030 S. Texas Ave.  
Bryan, TX 77802

**COVERAGES**  
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM PREMISES/OPERATIONS UNDERGROUND TAPILIATION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPER CONTRACTUAL INDEPENDENT CONTRACTORS ROAD FORM PROPERTY DAMAGE PERSONAL INJURY	CK00219264	5/8/07	5/8/08	BODILY INJURY OCC \$
	BODILY INJURY AGG \$				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS (Private Pass) ALL OWNED AUTOS (Other than Private Passenger) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input checked="" type="checkbox"/> UM	CK00219264	5/8/07	5/8/08	PROPERTY DAMAGE OCC \$
					PROPERTY DAMAGE AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	502XA9897	5/8/07	5/8/08	BI & PD COMBINED OCC \$1,000,000
					BI & PD COMBINED AGG \$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				PERSONAL INJURY AGG \$1,000,000
					Med Pay 5,000
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	Fire Legal 100,000
					Each Occurrence \$2,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	502XA9897	5/8/07	5/8/08	Aggregate \$2,000,000
					Ret. 10,000
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	502XA9897	5/8/07	5/8/08	PROPERTY DAMAGE \$
					BODILY INJURY & PROPERTY DAMAGE COMBINED \$1,000,000
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	EACH OCCURRENCE \$2,000,000
					AGGREGATE \$2,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	502XA9897	5/8/07	5/8/08	Ret. 10,000
					Ret. 10,000
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	EL DISEASE - CA EMPLOYEE \$
					EL DISEASE - CA EMPLOYEE \$
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	OTHER \$495,000
					VALUES-\$2,000,000
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	\$175,000 any one item
					with \$2,500 ded./Ocour

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED WITH WAIVER OF SUBROGATION. ALL PERSONS AND ORGANIZATIONS ARE PROTECTED AS PROVIDED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**  
  
CITY OF COLLEGE STATION, ITS  
OFFICIALS, EMPLOYEES & VOLUNTEERS  
P.O. BOX 9960  
COLLEGE STATION, TX 77842  
  
FAX:  
ACORD 26-N (1/96)

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILING TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
  
© ACORD CORPORATION 1988

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID 82 6EAST-1	DATE (MM/DD/YYYY): 08/06/07
<b>PRODUCER</b>  Cravens/Warren & Company P. O. Box 41328 Houston TX 77241-1328 Phone: 713-690-6000 Fax: 713-690-6020		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.	
<b>INSURED</b>  G&A Partners 4801 Woodway #210 Houston TX 77056		<b>INSURER B AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A Texas Mutual Insurance Company	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	

THE POLICIES OF THIS POLICY 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 BE 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 OTHER CLAIMS.						
INSR ADD'L LTR	INSR OR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <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"/> PER OCCUR <input type="checkbox"/> PER				EACH OCCURRENCE \$ TOWERS TO TWENTY PREMIUMS (FA AND MARY) \$ MED INF (ANY AND PARTIAL) \$ RETRIAL & ADV INURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/MP AGS \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> AUTO AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SOLE DRIVEN AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> MAX. W/HELD AUTO				COVERED SINGLE LIMIT (Per accident) \$ DOUBLE LIMIT (Per person) \$ FAMILY BILTY (Per accident) \$ THEFT/BIY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - PER ACCIDENT \$ OTHER THAN AUTO \$ AUTO ONLY \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> BELIEVABLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY EMPLOYER PROVIDED BY CONTRACT OF POLICYMEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below. OTHER	TSP0001076234	02/23/07	02/23/08	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> DIS-EASE POLICY LIMIT E. EACH OCCURR \$1000000 F. DIS-EASE - EMPLOYEE \$1000000 G. DIS-EASE - POLICY LIMIT \$1000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Co Employees of G&A Partners and CCAA, LLC are insured under the referenced policy. Alternate Employer Ends. Applies. Waiver of Subrogation in favor of the Certificate Holder with respects to Worker s Compensation as required by written contract. Alternate Employer: City of College Station.

<b>CERTIFICATE HOLDER</b>  CITCOL1  City of College Station Attn: Susan P. O. Box 9960 Collogo Station TX 77842	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 <i>C. Michael Schmidt</i>
--	---

**August 23, 2007**  
**Consent Agenda**  
**Resolution Denying Request of Atmos Energy Corp Mid-Tex Division Grip Rate Increase**

**To:** Glenn Brown, City Manager

**From:** Terry L Childers, Deputy City Manager

**Agenda Caption:** Presentation, possible action, and discussion regarding the adoption of a resolution denying the request of Atmos Energy Corporation, Mid-Tex Division for an annual GRIP Rate Increase

**Recommendation(s):** Council is requested to adopt the attached resolution denying the Grip rate increase by Atmos as a final action on the Company's application for a rate increase.

**Summary:** Atmos Mid-Tex filed its fourth surcharge request under the Gas Reliability Infrastructure Program ("GRIP") statute, seeking to implement monthly surcharges of \$0.59 (average residential customers), \$1.47 (average commercial customers), and \$28.74 for industrial customers. The resolution denies Atmos Mid-Tex's 2006 surcharge request on the grounds that it does not comply with the law and is not reasonable. The resolution also indicates the City's support for statutory changes to the Texas GRIP statute to ensure fairness for ratepayers and to eliminate piecemeal ratemaking for any change in invested capital.

**Budget & Financial Summary:** None

**Attachments:**

- 1) Resolution denying the Grip rate increase
- 2) Staff Report from Lloyd Gosselink [Attorneys for Atmos Mid-Tex Gas Cities]
- 3) Technical Report [Karl Nalepa, Consultant to Atmos Mid-Tex Gas Cities]
- 4) List of Atmos Mid-Tex Gas Cities

## **MODEL STAFF REPORT ON ATMOS MID-TEX GRIP DENIAL RESOLUTION**

### **Purpose of the Resolution:**

Atmos Mid-Tex filed its fourth surcharge request under the Gas Reliability Infrastructure Program (“GRIP”) statute, seeking to implement monthly surcharges of \$0.59 (average residential customers), \$1.47 (average commercial customers), and \$28.74 for industrial customers. The resolution denies Atmos Mid-Tex's 2006 surcharge request on the grounds that it does not comply with the law and is not reasonable. The resolution also indicates the City's support for statutory changes to the Texas GRIP statute to ensure fairness for ratepayers and to eliminate piecemeal ratemaking for any change in invested capital.

### **What is GRIP?**

GRIP is piecemeal ratemaking and would be illegal under traditional ratemaking that is in the public interest. Atmos, TXU Gas, and other gas utilities persuaded the legislature in 2003 to make an exception to the prohibition against piecemeal ratemaking to encourage increased investment in transmission and distribution pipe by allowing prompt recovery of investment, despite the possibility that increased revenues and declining expenses could more than offset increased investment. Unfortunately, utilities have used the GRIP filings to include other costs unrelated to infrastructure improvements. GRIP surcharges are reconciled in a general rate case that the utility may not file for another five years.

### **Did the Legislature Address the GRIP Statute in the Recent Legislative Session?**

The GRIP statute violates fundamental standards of regulatory ratemaking because it eliminates a basic aspect of fairness for ratepayers that has been part of the ratemaking process for decades. During the most recent legislative session, the Senate Business and Commerce Committee unanimously approved a bill that would have repealed the GRIP statute, largely in response to the abuses of the GRIP surcharge by Atmos Mid-Tex. However, by the end of the session, the gas utility lobby was successful in killing meaningful reform and the legislation died.

It is important to start building support for legislative reform of the GRIP statute now. Issues regarding utility ratemaking and GRIP surcharges are very technical and can be difficult to effectively communicate during the heat of a legislative session. Cities can build on the effective information campaign that started in the recent session that recently concluded and prepare for the next session by communicating with the legislators about this GRIP filing. The Executive Committee has recommended that ACSC members adopt a resolution supporting legislative changes to protect natural gas ratepayers and opposing GRIP surcharges. This denial resolution includes that information and will be forwarded to the City's legislative delegation.

### **Observations on the Filing**

Pursuant to its statutory authority, the City suspended the effective date of the Company's surcharge request to evaluate the filing, determine whether the filing complies with law, and if

unlawful, to determine what further strategy to pursue. Review of the Company's surcharge request is particularly important given that the City, as part of the Atmos Cities Steering Committee, initiated a rate case (GUD No. 9670) in which the Railroad Commission determined that Atmos had included inappropriate expenditures in its previous GRIP surcharges for rate years 2003, 2004, and 2005. But for the investigation by the Cities, through ACSC, the impropriety of these expenditures and of their inclusion in the GRIP surcharges, would not have been exposed, and the refund of \$2.5 million would not have been ordered.

ACSC's rate consultant, Karl Nalepa, has identified approximately \$3.4 million in expenses included in the 2006 GRIP surcharge request that are inconsistent with the statute and/or the Railroad Commission's order in GUD 9670. For example, the Company's surcharge request is based in part on inappropriate expenses related to furniture and office fixtures. The Commission excluded furniture expenses from the Atmos Mid-Tex GRIP surcharge in GUD 9670. The Company acknowledges this and has removed some of the furniture and fixture expense from the current filing. The filing offers no explanation why any furniture or fixture expense remains part of the GRIP surcharge. In addition, Mr. Nalepa has also identified expenses included in this surcharge request that occurred prior to 2006, and are thus ineligible for inclusion in the 2006 GRIP surcharge. Finally, Atmos Mid-Tex has just received a rate increase of approximately \$5 million and should be collecting sufficient revenues to earn its allowed return without the necessity for a surcharge to recover incremental investment.

**NOTE: IT IS CRITICAL THAT ALL CITIES PASS THE RESOLUTION TO DENY ON OR BEFORE SEPTEMBER 13, 2007.**

**Explanation of "Be It Resolved" Paragraphs:**

1. This paragraph sets out the finding that the Company's request is unreasonable, and inconsistent with Railroad Commission precedent and the statute.
2. This paragraph provides for an immediate effective date.
3. This paragraph states the City's support for legislative reform of the GRIP statute to ensure fairness to ratepayers and to eliminate piecemeal recovery for any change in invested capital.
4. The paragraph requests the City's legislative delegation to support legislation in the 81<sup>st</sup> Regular Session of the Texas Legislature that would reform the GRIP statute to ensure fairness for ratepayers and eliminate piecemeal recovery for any change to invested capital.
5. This paragraph cites conformance with the Open Meetings Act.
6. This paragraph directs that a copy of the signed ordinance be sent to a representative of the Company and a representative of the coalition of cities.



August 3, 2007

MEMOTO: Geoffrey Gay, Kristen Doyle, Georgia Crump  
FROM: Karl Nalepa  
SUBJECT: Atmos Energy Mid Tex 2006 GRIP Review

---

On May 31, 2007, Atmos Energy Mid Tex (Atmos or Company) filed its latest request for an interim rate adjustment for calendar year 2006 under the Gas Reliability Infrastructure Program (GRIP). The Company's proposed increase to current customer or meter charges is summarized in Table 1:

Table 1

Rate Schedule	Charge per Month
Rate R – Residential Sales	\$0.59
Rate C – Commercial Sales	\$1.48
Rate I – Industrial Sales	\$28.90
Rate T – Transportation	\$28.90

RJ Covington Consulting (RJC) has reviewed this GRIP filing and has confirmed that Atmos has removed certain costs that were disallowed by the Texas Railroad Commission (RRC) in Atmos' most recent rate proceeding.<sup>1</sup> However, RJC has identified several other items which we believe are inappropriate to be recovered from ratepayers through this interim rate adjustment.

#### Costs Removed

The costs removed by Atmos in this filing<sup>2</sup> consistent with the RRC order in the most recent rate proceeding are summarized in Table 2:

Table 2

Adjustment	Amount
Remove SSU 2006 Additions for Ancillary Equipment (office furniture)	\$ (107,520)
Remove Mid-Tex 2006 Additions for Ancillary Equipment (artwork, office furniture, equipment)	(100,317)
.Adjustment for Changes in SSU Cost Centers 2006 Overhead Allocations to Mid-Tex <sup>3</sup>	(2,764,894)

---

<sup>1</sup> GUD No. 9670, Order on Rehearing, June 13, 2007.

<sup>2</sup> Workpaper/Schedule A

Reduction of Mid-Tex 2006 Capitalized Overheads to 13.5%	(20,718,589)
Remove Direct Expense Account Costs Included in SSU 2006 Additions (see Table 3 for details)	(254,511)
Remove Direct Expense Account Charges Included in Mid-Tex 2006 Additions (see Table 3)	(26,130)
Remove Expense Account Charges within SSU Overheads Included in Mid-Tex 2006 Additions (see Table 3)	(219,956)
Remove Expense Account Charges within Business Unit Overheads Included in Mid-Tex 2006 Additions (see Table 3)	(235,404)
<b>Total</b>	<b>\$ (24,427,321)</b>

The amount of capitalized expense removed from the filing, detailed by type of expenditure,<sup>4</sup> is shown in Table 3:

Table 3

	Lodging	Meals & Entertain.	Misc. Expenses	Other Expenses	Personal Vehicle	Travel Expense	Total (Capital)	Mid-Tex Allocated
SSU Direct	243,162	119,196	51,818	11,916	2,134	224,832	653,059	254,511
Mid-Tex Direct	10,986	9,210	0	2,545	1,095	2,294	26,130	26,130
SSU Overhead	333,567	505,954	395,624	10,967	0	654,093	585,196	219,956
Mid-Tex Overhead	45,445	51,369	13,987	4,551	49,139	70,913	235,404	235,404

### Additional Adjustments

While Atmos did remove significant categories of costs disallowed by the Order in GUD 9670, it still included other costs that should be removed. These costs are summarized in Table 4:

Table 4

Project Number	Description	Amount
080.19238	Purchase and install telecommunication and security system for the Hillsboro Service Center	\$46,638
080.19239	Purchase and install telecommunication and security system for the Gainesville Service Center	\$48,267

<sup>3</sup> 1203 – Amarillo Customer Support Center, 1210 – Waco Customer Support Center, 1904 – Dallas Performance Plan, 1908 – Dallas Supplemental Executive Benefits Plan

<sup>4</sup> Response to ACSC 1-5.

080.19806	Purchase furniture for the Boyd Facility	\$147,382
010.11055	Purchase computer equipment – hardware & software	\$555,187
ADMIN 080 (retirement)	Asset transfer from Atmos Pipeline & Storage to Mid-Tex	\$1,964,272
Adjustments	General Office	\$140,756
Adjustments	Customer Service	\$493,791
Total		\$3,396,293

#### Project 080.19238

According to Atmos' response to ACSC 1-12, this project is actually to purchase furniture and fixtures for the Hillsboro Service Center. Atmos has removed similar costs and hasn't shown why these particular costs remain in the filing.

#### Project 080.19239

According to Atmos' response to ACSC 1-12, this project is actually to purchase furniture and fixtures for the Gainesville Service Center. Atmos has removed similar costs and hasn't shown why these particular costs remain in the filing.

#### Project 080.19806

Atmos has removed similar furniture purchases, and hasn't shown why these particular costs should remain in the filing.

#### Project 010.11055

According to Atmos' response to ACSC 1-23, this project relates to the purchase of computer equipment allocated to Mid Tex. The project was described as items purchased during the Mid Tex integration. While no invoices were provided, the acquisition of Mid Tex occurred in October 2004, with the transition occurring through 2005 - at least a year prior to the 2006 GRIP year. Based on the description of the assets, these purchases were made prior to the GRIP test year and should be removed.

#### Project ADMIN 080

This project involves the transfer of existing assets from Atmos Pipeline to Mid-Tex. First, these plant costs were incurred prior to the GRIP test year, and are therefore ineligible under the GRIP statute.<sup>5</sup> Second, even if the costs should be included, they represent the cost of retirement. Transferring an asset that is no longer used and useful to Mid-Tex just so its customers can bear the cost of retirement is not reasonable.

---

<sup>5</sup> TEX UTIL CODE §104.301 (b).

## Adjustments to General Office and Customer Service

According to Atmos' responses to ACSC 1-28 and 31, Atmos claims adjustments to General Office and Customer Service plant in the amounts of \$140,756 and \$493,791, respectively, for a total adjustment of \$634,547. This adjustment is the result of the change in the shared services allocations factors between 2005 and 2006. The 2005 factors for General Office and Customer Service were 36.95% and 48.50%, while the 2006 factors were 36.88% and 49.02%. Atmos revised the allocation factors based on changes in the component factors for 2006.<sup>6</sup> This raises the question of whether allocation factors can be revised under GRIP. All other factors (such as return, depreciation, taxes, and class allocations) are fixed until the next full rate proceeding,<sup>7</sup> so it would be reasonable to expect that the factors used to allocate shared services expenses also be fixed from the last proceeding.

## Results

Removing these additional categories of costs results in a reduction to 2006 net plant investment of \$3.4 million. Applying this reduction to the rates as proposed by Atmos yields the revised charges reflected in Table 5:

Table 5

Rate Schedule	Revised Charge per Month	Difference
Rate R – Residential Sales	\$0.57	(\$0.02)
Rate C – Commercial Sales	\$1.44	(\$0.04)
Rate I – Industrial Sales	\$28.07	(\$0.83)
Rate T – Transportation	\$28.07	(\$0.83)

Atmos also proposed a revised methodology to calculate ad valorem taxes based on actual 2006 tax payments due to the recent changes in property tax law. If this alternative methodology is adopted, property-related taxes are reduced by \$67,368, and the interim adjustment is reduced by a further \$0.01 for commercial customers and \$0.16 for industrial and transportation customers. The adjustment is too small to materially affect residential customers.

Let me know if you have any questions.

---

<sup>6</sup> Response to ACSC 1-6.

<sup>7</sup> TEX UTIL CODE §104.301 (d).

**CITY SUSPENSION RESOLUTIONS**  
**Suspending Atmos' System-Wide Rate Increase**  
**(GRIP 4)**

	<b>City</b>
<b>1.</b>	Abilene
<b>2.</b>	Addison
<b>3.</b>	Allen
<b>4.</b>	Alvarado
<b>5.</b>	Angus
<b>6.</b>	Arlington
<b>7.</b>	Bedford
<b>8.</b>	Bellmead
<b>9.</b>	Benbrook
<b>10.</b>	Blue Ridge
<b>11.</b>	Bowie
<b>12.</b>	Boyd
<b>13.</b>	Bridgeport
<b>14.</b>	Brownwood
<b>15.</b>	Burkburnett
<b>16.</b>	Burleson
<b>17.</b>	Carrollton
<b>18.</b>	Cedar Hill
<b>19.</b>	Celeste
<b>20.</b>	Celina
<b>21.</b>	Cleburne
<b>22.</b>	Clyde
<b>23.</b>	College Station
<b>24.</b>	Colleyville
<b>25.</b>	Colorado City
<b>26.</b>	Comanche
<b>27.</b>	Coppell
<b>28.</b>	Corinth
<b>29.</b>	Corral City
<b>30.</b>	Crandall
<b>31.</b>	Crowley
<b>32.</b>	Denison
<b>33.</b>	DeSoto
<b>34.</b>	Duncanville
<b>35.</b>	Eastland
<b>36.</b>	Edgecliff Village
<b>37.</b>	Emory
<b>38.</b>	Ennis
<b>39.</b>	Everman
<b>40.</b>	Fairview
<b>41.</b>	Farmers Branch
<b>42.</b>	Farmersville
<b>43.</b>	Fate

**CITY SUSPENSION RESOLUTIONS**  
**Suspending Atmos' System-Wide Rate Increase**  
**(GRIP 4)**

	<b>City</b>
<b>44.</b>	Flower Mound
<b>45.</b>	Forest Hill
<b>46.</b>	Fort Worth
<b>47.</b>	Frisco
<b>48.</b>	Frost
<b>49.</b>	Gainesville
<b>50.</b>	Garland
<b>51.</b>	Garrett
<b>52.</b>	Grapevine
<b>53.</b>	Haltom City
<b>54.</b>	Harker Heights
<b>55.</b>	Haskell
<b>56.</b>	Haslet
<b>57.</b>	Heath
<b>58.</b>	Hewitt
<b>59.</b>	Highland Park
<b>60.</b>	Highland Village
<b>61.</b>	Honey Grove
<b>62.</b>	Hurst
<b>63.</b>	Iowa Park
<b>64.</b>	Irving
<b>65.</b>	Justin
<b>66.</b>	Kaufman
<b>67.</b>	Keene
<b>68.</b>	Keller
<b>69.</b>	Kemp
<b>70.</b>	Kennedale
<b>71.</b>	Kerrville
<b>72.</b>	Killeen
<b>73.</b>	Krum
<b>74.</b>	Lakeside
<b>75.</b>	Lake Worth
<b>76.</b>	Lancaster
<b>77.</b>	Lewisville
<b>78.</b>	Lincoln Park
<b>79.</b>	Little Elm
<b>80.</b>	Malakoff
<b>81.</b>	Mansfield
<b>82.</b>	McKinney
<b>83.</b>	Mesquite
<b>84.</b>	Midlothian
<b>85.</b>	Murphy
<b>86.</b>	Newark
<b>87.</b>	Nocona

**CITY SUSPENSION RESOLUTIONS**  
**Suspending Atmos' System-Wide Rate Increase**  
**(GRIP 4)**

	<b>City</b>
<b>88.</b>	North Richland Hills
<b>89.</b>	Northlake
<b>90.</b>	Ovilla
<b>91.</b>	Palestine
<b>92.</b>	Pantego
<b>93.</b>	Paris
<b>94.</b>	Pecan Hill
<b>95.</b>	Plano
<b>96.</b>	Pottsboro
<b>97.</b>	Prosper
<b>98.</b>	Red Oak
<b>99.</b>	Richardson
<b>100</b>	Robinson
<b>101</b>	Rockwall
<b>102</b>	Roscoe
<b>103</b>	Rowlett
<b>104</b>	Sachse
<b>105</b>	Saginaw
<b>106</b>	San Angelo
<b>107</b>	Seagoville
<b>108</b>	Sherman
<b>109</b>	Snyder
<b>110</b>	Southlake
<b>111</b>	Stamford
<b>112</b>	Stephenville
<b>113</b>	Sulphur Springs
<b>114</b>	Sweetwater
<b>115</b>	The Colony
<b>116</b>	Trophy Club
<b>117</b>	Tyler
<b>118</b>	University Park
<b>119</b>	Vernon
<b>120</b>	Waco
<b>121</b>	Watauga
<b>122</b>	Waxahachie
<b>123</b>	Westlake
<b>124</b>	Whitesboro
<b>125</b>	White Settlement
<b>126</b>	Wichita Falls
<b>127</b>	Woodway
<b>128</b>	Wylie

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

**A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) RATE INCREASE IN THIS MUNICIPALITY, AS A PART OF THE COMPANY'S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; SUPPORTING STATUTORY REFORM OF THE TEXAS GRIP STATUTE, FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR NOTICE OF THIS RESOLUTION TO ATMOS ENERGY CORP., MID-TEX DIVISION AND THE CITY'S LEGISLATIVE DELEGATION.**

WHEREAS, the City of College Station, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "the Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, Atmos Mid-Tex made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on or about May 31, 2007, proposing to implement interim rate adjustments ("GRIP rate increases"), pursuant to Texas Utilities Code § 104.301, on all customers served by Atmos Mid-Tex, effective July 30, 2007; and

WHEREAS, the Gas Reliability Infrastructure Program (GRIP) statute approved in the 2003 Regular Session of the 78<sup>th</sup> Legislature changes 100 years of Texas law and allows a natural gas utility to implement annual surcharges for increases in investment without having to account for the offsetting decreases in costs or increases in revenue experienced by the utility; and

WHEREAS, Texas is the only state out of the twelve states served by Atmos that has a GRIP statute that allows for piecemeal recovery for any change to invested capital; and

WHEREAS, Atmos has implemented four GRIP surcharges and collected more than \$20 million in GRIP surcharges from customers since the utility acquired the TXU Gas system in 2004;

WHEREAS, the City supports the statutory reform of the GRIP statute to ensure fairness to ratepayers and to eliminate piecemeal recovery for any change to invested capital; and

WHEREAS, Atmos Mid-Tex was recently granted a rate increase as a result of its filing in GUD No. 9670, in which the Final Order was only signed on March 29, 2007; and

WHEREAS, in GUD No. 9670, it was determined that Atmos Mid-Tex had inappropriately included certain expenditures in its prior GRIP rate increases for rate years 2003, 2004, and 2005; and

WHEREAS, the City, as a regulatory authority, suspended the July 30, 2007, effective date to examine this latest GRIP filing to determine its compliance with the Texas Utilities Code and Railroad Commission final order in the most recent Atmos Mid-Tex rate case; and

WHEREAS, the City has joined with other cities to review the Company's filing, said coalition being known as Atmos Cities Steering Committee ("ACSC");

WHEREAS, the consultant hired by Steering Committee has reviewed the GRIP surcharge application and has issued a final report finding that the Company has included millions of dollars of expenses in the current GRIP surcharge that are inconsistent with the Texas Utilities Code and Railroad Commission final order in the most recent Atmos Mid-Tex rate case and not related to ensuring the safety and reliability of the system;

WHEREAS, counsel for the Steering Committee, upon review of the Company's filing and the consultant's report, recommends finding that the Company's proposal is unjustified and unreasonable; and

WHEREAS, ratepayers of Atmos Mid-Tex, including the City and its residents, will be adversely impacted by the proposed GRIP rate increases.

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

SECTION 1. That the Company's GRIP rate increase request is found to be unreasonable and inconsistent with the Texas Utilities Code and Railroad Commission final order in GUD 9670, Atmos Mid-Tex most recent rate case, and is therefore denied in all respects.

SECTION 2. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

SECTION 3. That the City hereby advocates statutory reform of the Texas GRIP statute to ensure fairness to ratepayers and to eliminate piecemeal recovery for any change to invested recovery.

SECTION 4. That the City calls upon its state representatives and senator to support legislation in the 81<sup>st</sup> Regular Session of the Texas Legislature that would reform the Texas GRIP statute to ensure fairness for ratepayers and eliminate piecemeal recovery for any changes to invested capital.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution, constituting final action on the Company's application, be forwarded to the following:

Charles R. Yarbrough, II  
Atmos Energy Corporation  
5420 LBJ Freeway, Suite 1800  
Dallas, Texas 75240

Lloyd Gosselink Blevins Rochelle & Townsend  
c/o Geoffrey Gay  
P.O. Box 1725  
Austin, Texas 78767-1725.

SECTION 7. A copy of the resolution shall be sent to the elected lawmakers representing the City's interests in the Texas House and Senate.

DULY PASSED and approved by the City Council of the City of College Station, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

---

ATTEST:

---

APPROVED AS TO FORM:

---

City Attorney

**August 23, 2007**  
**Consent Agenda**  
**Oversize Participation Agreement for River Oaks**

**To:** Glenn Brown, City Manager

**From:** David Coleman, Director of Water Services Department

**Agenda Caption:** Presentation, discussion, and possible action to approve an Oversize Participation Agreement with Starfish Development, not to exceed \$80,329 for the construction of a 15 inch wastewater line at the proposed River Oaks Townhomes Development in Wolf Pen Creek.

**Recommendation:** Staff recommends approval.

**Summary:** Starfish Development has proposed to build River Oaks Townhomes in the Wolf Pen Creek area across from Arctic Wolf Ice Center. The development project will require the relocation of 467 feet of existing City wastewater line. This will leave a remaining 590 foot section of wastewater line in place. The existing wastewater line was constructed in the 1950's using vitrified clay pipe and has reached the end of its service life. It is scheduled for replacement in the near future. However, once the townhome project is completed, the cost incurred to the City to replace the clay pipe will be greatly increased due to pavement, landscaping, etc.

The Oversize Participation Agreement provides for Starfish to replace the entire 1,057 foot length of clay sewer pipe, with the City paying only for the 590 feet that does require relocation for the development to proceed. This agreement provides for the downstream portion of the sewer line to be bored under Dartmouth Drive, which is prudent to include at this time since the roadway crossing will be many times more expensive after the area more fully develops. Staff is recommending approval since this agreement is a win-win situation for both River Oaks and College Station.

**Budget & Financial Summary:** Funding for this project is budgeted and available from the Wastewater CIP Fund.

**Attachments:**

- Agreement
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

## OVERSIZE PARTICIPATION AGREEMENT

This Agreement is entered into this 23<sup>rd</sup> day of August, 2007, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and **Starfish Development – River Oaks, L.P.** a Texas Limited Partnership (hereinafter "OWNER").

WHEREAS, OWNER owned, subdivided, platted and is developing property within the City of College Station, more particularly described as Lot 1, Block 1, **River Oaks Subdivision**, College Station, Brazos County, Texas (hereinafter "Property") as depicted and described on the final plat approved by the Planning and Zoning Commission on **May 17th, 2007**, a vicinity map of which is attached hereto as **Exhibit A**; and

WHEREAS, CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES requires that OWNER conform to CITY's standards and master plans for streets and utilities and pay for all costs of materials and installation of streets, alleys, sidewalks, drainage, and utilities except where CITY agrees to participate in the cost of oversize of such improvements; and

WHEREAS, DEVELOPER has requested that CITY abandon an existing 20-ft utility easement containing a 15-inch sewer line; and

WHEREAS, DEVELOPER has requested to CITY for permission to re-route the portion of 15-inch sewer line located within the 20-ft utility easement and

WHEREAS, CITY requests additional length of the existing sewer line be reconstructed in conjunction with the above mentioned construction; as depicted in **Exhibit A**; cost estimates as shown in **Exhibit B**; and

WHEREAS, CITY will benefit from the additional length of reconstructed sewer line due to the fact that the sewer is antiquated and is in need of rehabilitation in order to serve this area and upstream areas

WHEREAS, CITY will additionally benefit from the additional length of reconstructed sewer line due to increased rehabilitation costs after Development is complete, and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by OWNER's engineers and determined that OWNER's request for participation qualifies for participation funding under the criteria established in CHAPTER 9, SECTION 9, CITY OF COLLEGE STATION CODE OF ORDINANCES;

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

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

**I.**  
**DEFINITIONS**

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

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

**1.3 Certificate of Acceptance:** A certificate issued by the City Engineer stating that the construction conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

**1.4 Certificate of Completion/Compliance.** As defined in Section 1702 of the International Building Code, 2006 Edition, as adopted and amended by the City Council of the City of College Station, a certificate stating that work was done in compliance with approved construction documents/Approved Plans.

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

**1.6 Final Completion.** The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the OWNER, Certificates of Completion and Acceptance have been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

**1.7 OWNER** means **Starfish Development – River Oaks, L.P.**, a **Texas Limited Partnership** whose principal office is located at 4200 Woodland Park Court, Arlington, Texas 76013.

**1.8 Property** means **Lot 1, Block 1, River Oaks** Subdivision, College Station, Brazos County, Texas, as depicted and described on the final plat approved by the Planning and Zoning Commission on **May 17<sup>th</sup>, 2007**, a copy of which is attached hereto as **Exhibit C**.

**1.9 Project** means the construction of the wastewater line improvements, inch water line improvements and sidewalk improvements as detailed in **Exhibit D** attached hereto and incorporated herein by reference.

**II.**

2 of 8

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

## OVERSIZE COST PARTICIATION

2.1 CITY agrees to cost participate to oversize the improvements as follows:

1. The difference between the construction of a 15-inch (15") wastewater line (467 feet in length) and a 15-inch (15") wastewater line for a 1,057 linear foot section.

2.2 The total cost of the project is \$ 295,411.00. CITY agrees to cost participate with OWNER for the actual construction cost not to exceed 27.2 % or \$ 80,329.00 of the wastewater line improvements, whichever is less. If CITY's participation exceeds 30% of the Project, then the Project must be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended. If CITY participation exceeds 30% of the Project, CITY shall be responsible for advertising and obtaining bids or negotiating proposals for the construction of the Project. OWNER shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

2.3 OWNER's engineer's detailed cost estimate of the improvements is attached hereto and incorporated herein as **Exhibit B**.

2.4 This Agreement and payments made hereunder are contingent upon but not limited to each of following terms and conditions:

- (1) the Final Completion of the improvements in accordance with the Approved Plans;
- (2) issuance of Certificates of Completion and Acceptance;
- (3) OWNER's compliance with all CITY Codes, Ordinances and standards relating to the Property and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by general warranty deed;
- (5) a current title report as of the date of land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY.

2.5 **Oversize Participation Payment.** OWNER shall submit the written application for oversize participation payment within thirty (30) days after Final Completion or OWNER shall be ineligible to receive the oversize participation payment specified in this Agreement and CITY's obligation to cost participate shall terminate without any liability. Applications may not be submitted prior to Final Completion.

2.6 CITY will pay oversize participation funds in one payment within thirty (30) days after receipt of a complete written application for oversize payment from OWNER.

2.7 **Reports, books and other records.** OWNER shall make its books and other records related to the project available for inspection by CITY. OWNER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for oversize participation eligibility including but not limited to bid documents, payment applications,

including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit B** of this Agreement. The submission of these reports and information shall be the responsibility of OWNER and shall be certified by OWNER's Licensed Professional Engineer at OWNER's expense and signed by an authorized official of the entity.

### **III.**

#### **GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE**

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

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

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

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

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

### **IV.**

4 of 8

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

## PROJECT AND CONSTRUCTION

**4.1 Right to Inspect the Work.** CITY may inspect the improvements for compliance with the Approved Plans during construction. In the event that it is determined by CITY that any of the work or materials furnished is not in strict accordance with the Approved Plans, CITY may withhold funds until the nonconforming work conforms to the Approved Plans or terminate this Agreement at CITY's election without any further liability.

**4.2 Independent Contractor.** OWNER shall be solely responsible for selecting, supervising, and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

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

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

**4.4 Affidavit of bills paid.** Prior to the issuance of a Certificate of Acceptance of the improvements, OWNER shall provide CITY a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which OWNER has been notified.

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

## V.

### GUARANTEE OF PERFORMANCE

**5.1** OWNER shall execute a performance bond for the construction of the improvements to ensure completion of the project and payment of subcontractors. The bonds must be executed by a corporate surety in accordance with CHAPTER 2253, TEXAS GOVERNMENT CODE. The bonds shall be in the total amount of the contract price as approved by CITY.

## VI.

5 of 8

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

## GENERAL PROVISIONS

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

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

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

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

**6.5 Notice.** All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

James B. Stewart  
Starfish Development Group, LLC  
4200 Woodland Court  
Arlington, Texas 76013

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

With copies to:  
Cully Lipsey  
Holescher, Lipsey, Elmore and Benn  
P.O. Drawer DT  
1021 University Drive E  
College Station, Texas 77840

With copies to:  
City Attorney and City Manager  
1101 Texas Avenue  
College Station, TX 77842

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

**6.6 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by OWNER without the prior written approval of the CITY.

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

Executed this 23<sup>rd</sup> day of August, 2007.

6 of 8

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

**Starfish Development – River Oaks, L.P.**

**CITY OF COLLEGE STATION**

Starfish Development Group, .LL.C.  
General Partner

BY:   
Printed Name: Cliff Lipse  
Title: Attorney in Fact

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

ATTEST:  
  
\_\_\_\_\_  
City Secretary

APPROVED:  
  
\_\_\_\_\_  
City Manager  
  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Chief Financial Officer  
  
\_\_\_\_\_  
Date

THE STATE OF TEXAS    )

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

COUNTY OF BRAZOS            )        ACKNOWLEDGMENT  
  )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_,  
a Texas limited liability company, 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

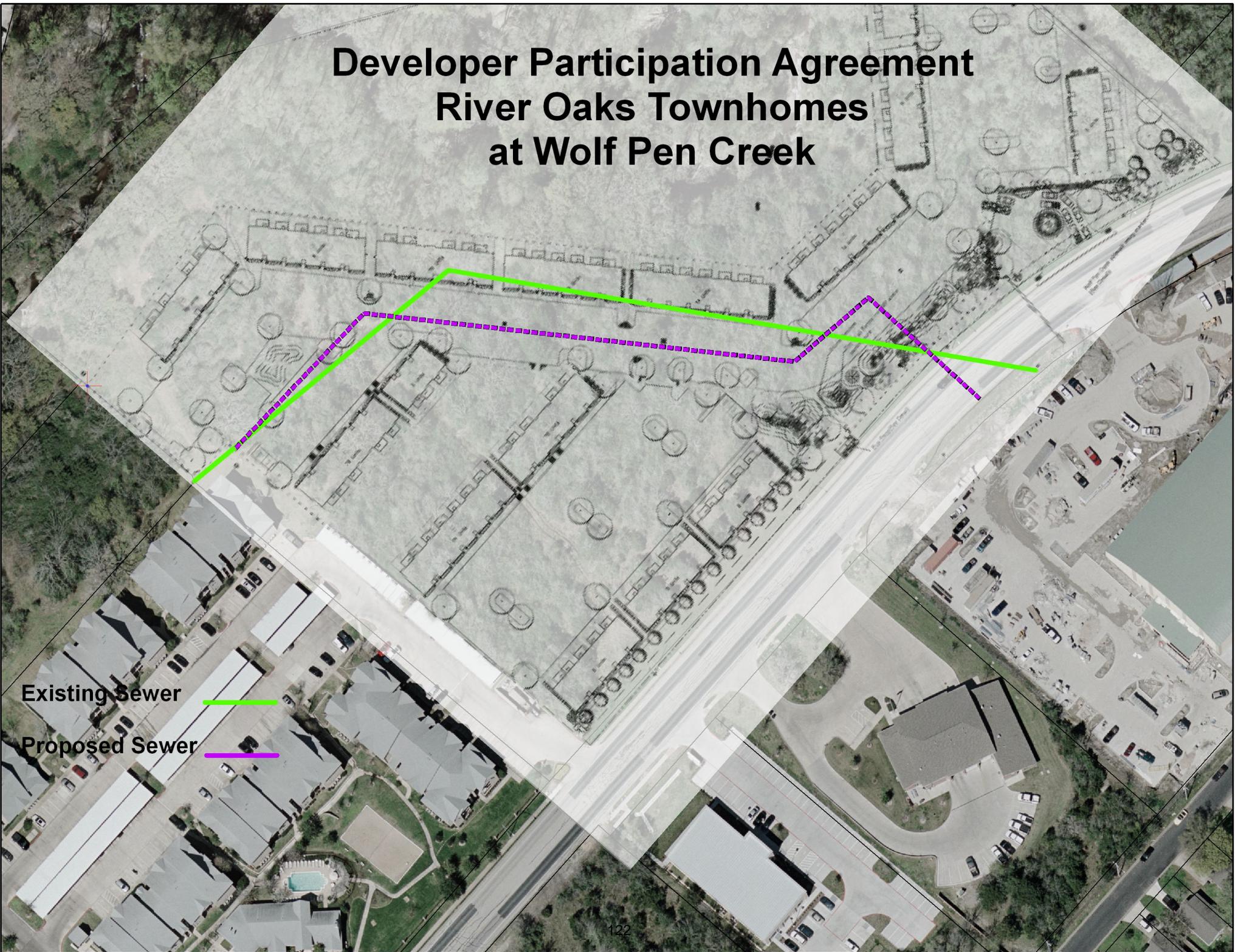
THE STATE OF TEXAS        )  
  )        ACKNOWLEDGMENT  
COUNTY OF BRAZOS        )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
as Mayor 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

# Developer Participation Agreement River Oaks Townhomes at Wolf Pen Creek



Existing Sewer

Proposed Sewer

**City Oversize Participation Request  
River Oaks Townhomes Sanitary Sewer Relocation Cost  
26-Jun-07**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
1	Trench Safety	LF	467 \$	4.00 \$	1,868.00
2	15" Sanitary Sewer line with structural back fill (8' - 10' depth)	LF	467 \$	55.00 \$	25,685.00
3	Sewer Manhole	EA	3 \$	2,500.00 \$	7,500.00
4	Grout Fill 15" VCT line	LF	177 \$	12.00 \$	2,124.00
5	Remove 15" VCT line & Backfill Trench	LF	310 \$	13.00 \$	4,030.00
				<b>Total \$</b>	<b>41,207.00</b>

**River Oaks Townhomes City Requested Sanitary Sewer Relocation Cost**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
1	Trench Safety	LF	943 \$	4.00 \$	3,772.00
2	15" Sanitary Sewer line with structural back fill (8' - 10' depth)	LF	943 \$	55.00 \$	51,865.00
3	15" Sanitary Sewer line in encasement by bore	LF	109 \$	55.00 \$	5,995.00
4	30" casing by bore	LF	88 \$	320.00 \$	28,160.00
5	Sewer Manhole	EA	6 \$	2,500.00 \$	15,000.00
6	Grout Fill 15" VCT line	LF	912 \$	12.00 \$	10,944.00
7	Bypass Pumping	EA	1 \$	5,000.00 \$	5,000.00
8	Remove Existing Manhole	EA	1 \$	800.00 \$	800.00
				<b>Total \$</b>	<b>121,536.00</b>



**City Participation \$ 80,329.00**

CURVE	RADIUS	DELTA	LENGTH	TANGENT	LENGTH CHORD	CHORD BEARING
C1	1035.00'	24°02'46"	434.38'	220.43'	431.19'	S 53°39'02" W
C2	1045.00'	23°48'12"	434.14'	220.25'	431.03'	S 53°31'45" W

**LEGEND**

EXISTING SANITARY SEWER EASEMENT - - - - -

PROPOSED PUBLIC UTILITY EASEMENT - - - - -

100 YEAR FLOOD PLAIN LINE - - - - -

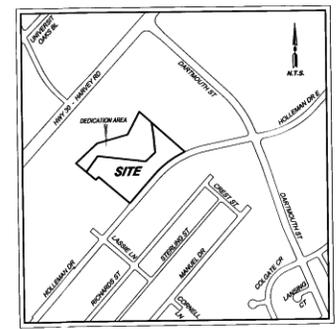
FLOODWAY LINE - - - - -

BASE FLOOD ELEVATIONS - - - - -

**CERTIFICATE OF THE COUNTY CLERK**

STATE OF TEXAS  
 COUNTY OF BRAZOS  
 I, Karen McQueen, County Clerk, in and for said county, do hereby certify that this plat together with its certificates of subdivision was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, in the Official Public Records of Brazos County, Texas, in Volume \_\_\_\_\_ Page \_\_\_\_\_

County Clerk  
 Brazos County, Texas



**CERTIFICATE OF SURVEYOR**

I, Brad Kerr, Registered Public Surveyor No. 4502, in the State of Texas, hereby certify that it is a true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Brad Kerr, R.P.L.S. No. 4502

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF TEXAS  
 COUNTY OF BRAZOS  
 I, the undersigned, owner and developer of the land shown on this plat, and designated herein as Lot 1, Block 1 of the River Oaks Subdivision and a Wolf Pen Creek Dedication Area in the City of College Station, Texas, and whose home is subdivided herein, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places (shown on the map) for the purpose and consideration therein expressed.

Owner \_\_\_\_\_

Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Notary Public, Brazos County, Texas

**CERTIFICATE OF CITY ENGINEER**

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

City Engineer  
 City of College Station

**APPROVAL OF PLANNING AND ZONING COMMISSION**

I, \_\_\_\_\_, Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Chairman

- GENERAL NOTES:**
1. BASIS OF BEARINGS ARE TEXAS STATE PLANE, CENTRAL ZONE, NAD-83 DATUM, BASED ON CITY OF COLLEGE STATION 1984 GPS CONTROL MONUMENT.
  2. THE PRIVATE DRAINAGE EASEMENTS SHOWN WITHIN WOLF PEN CREEK DEDICATION AREA WILL CONTAIN PRIVATE UNDERGROUND STORM SEWERS WHICH WILL DISCHARGE THE DRAINAGE FROM LOT 1, BLOCK 1 INTO WOLF PEN CREEK. THE PRIVATE STORM SEWER WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER ASSOCIATION OF LOT 1, BLOCK 1.
  3. THE FLOODPLAIN, FLOODWAY AND BASE FLOOD ELEVATIONS SHOWN HEREIN HAVE BEEN TOPO-RECTIFIED AND ARE BASED UPON L.O.M.R. FOR MERIDIAN APARTMENTS FLOOD STUDY (F.E.M.A. CASE NO. 07-06-0545P, CURRENTLY PENDING WITH F.E.M.A.) TO MODIFY F.E.M.A. FORM PANEL #48041C10144C AS AMENDED BY LOUAF 00-26-1700, DATED JULY 10, 2000.
  4. ABBREVIATIONS:  
 P.U.E. - PUBLIC UTILITY EASEMENT  
 P.D.E. - PRIVATE DRAINAGE EASEMENT

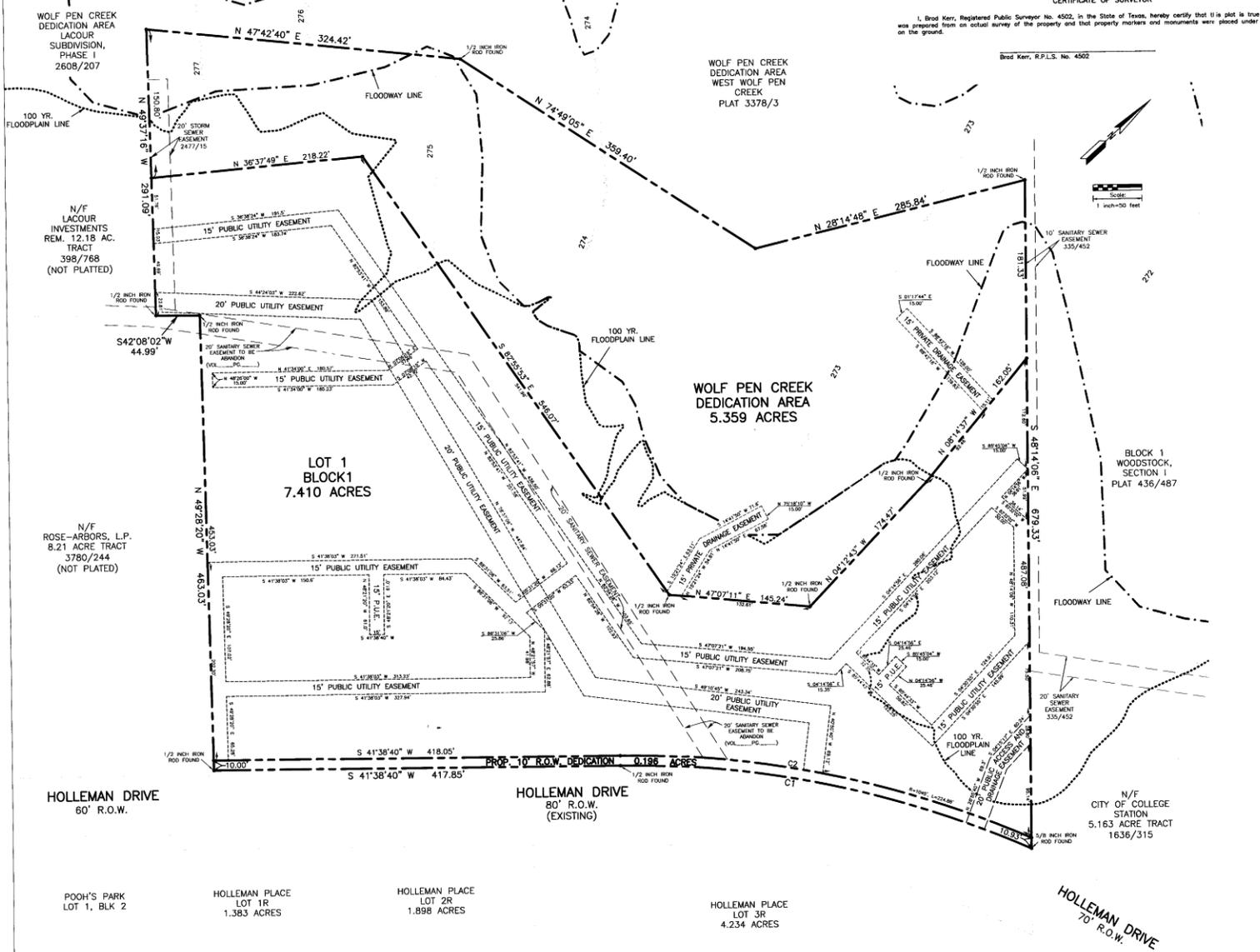
**FINAL PLAT**

**Lot 1- Block 1  
 RIVER OAKS SUBDIVISION  
 12.965 Acres**

**College Station, Brazos County, Texas**

FINAL PLAT PREPARED AND SUBMITTED MAY 2007  
 SCALE: 1 INCH = 50 FEET

<b>OWNER:</b> James B. Stewart Waterwood Townhomes 1001 Krenak Top # 1401 College Station Texas, 77845	<b>ENGINEER:</b> Mitchell & Morgan, L.L.P. 511 University Dr. E, Ste. 204 College Station, TX 77840 Phone (979) 260-6963	<b>SURVEYOR:</b> Kerr Surveying Co. 505 Church St., P.O. Box 269 College Station, TX 77841 Phone (979) 268-3195
--	--	---



## River Oaks Townhomes Public Infrastructure Cost

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
1	Trench Safety	LF	943	\$ 4.00	\$ 3,772.00
2	15" Sanitary Sewer line with structural back fill (8' - 10' depth)	LF	943	\$ 55.00	\$ 51,865.00
3	15" Sanitary Sewer line in encasement	LF	109	\$ 55.00	\$ 5,995.00
5	30" casing by bore	LF	88	\$ 320.00	\$ 28,160.00
6	Sewer Manhole	EA	6	\$ 2,500.00	\$ 15,000.00
7	Grout Fill 15" VCT line	LF	912	\$ 12.00	\$ 10,944.00
8	Bypass Pumping	EA	1	\$ 5,000.00	\$ 5,000.00
9	8" Waterline C909 with structural backfill	LF	2160	\$ 45.00	\$ 97,200.00
10	3" Waterline with structural backfill	LF	645	\$ 25.00	\$ 16,125.00
11	Fire Hydrant	EA	6	\$ 2,500.00	\$ 15,000.00
12	8"- 45 deg MJ bends	EA	5	\$ 300.00	\$ 1,500.00
13	8" - 90 deg MJ bends	EA	5	\$ 300.00	\$ 1,500.00
14	8" - Tee	EA	6	\$ 500.00	\$ 3,000.00
15	8" MJ plug	EA	1	\$ 500.00	\$ 500.00
16	8" - 11.25 deg bends	EA	3	\$ 300.00	\$ 900.00
17	8" - Gate Valve	EA	5	\$ 1,000.00	\$ 5,000.00
18	Trench Safety	LF	2800	\$ 4.00	\$ 11,200.00
19	Tie to existing system	EA	1	\$ 3,000.00	\$ 3,000.00
20	10 foot sidewalk	SF	2950	\$ 5.00	\$ 14,750.00
21	WPC Park Entrance Markers	EA	2	\$ 2,500.00	\$ 5,000.00
<b>Total Public Infrastructure</b>					<b>\$ 295,411.00</b>

**30% of Public Infrastructure Cost = \$ 88,623.30**



**August 23, 2007**  
**Consent Agenda**  
**BVCOG Household Hazardous Waste Advertising Resolution**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion of a resolution authorizing the Brazos Valley Council of Governments to assist in funding a portion of advertising for the fall Household Hazardous Waste & Computer Collection event for the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$5,000.00.

**Recommendation(s):** Staff recommends approval of the resolution authorizing the funding assistance from the Brazos Valley Council of Governments.

**Summary:** The BVSWMA has a semi-annual regional Household Hazardous Waste & Computer Collection event for the disposal and recycling of household hazardous waste. BVSWMA will be able receive a financial contribution from the COG in the amount of \$5,000.00 to assist in funding a portion of advertising for the fall Household Hazardous Waste & Computer Collection event. The resolution will allow BVSWMA to use these funds for radio and newspaper advertising that will reach the entire Brazos Valley region and to purchase T-shirts for staff and volunteers to promote the Household Hazardous Waste & Computer Collection event.

**Budget & Financial Summary:** The BVSWMA has \$10,550 in currently budgeted advertising funds that are used to support each Household Hazardous Waste & Computer Collection event. The additional funds will be used to promote each event to regional landfill customers.

**Attachments:**

1. Resolution

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

A RESOLUTION OF THE CITY OF COLLEGE STATION, A TEXAS HOME RULE MUNICIPAL CORPORATION, AUTHORIZING THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS TO ASSIST IN FUNDING A PORTION OF ADVERTISING RELATIVE TO THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

WHEREAS, the Brazos Valley Solid Waste Management Agency was created under an interlocal agreement between the Cities of Bryan and College Station, Texas, to provide environmentally sound solid waste disposal services to the Brazos Valley Region; and

WHEREAS, the Brazos Valley Solid Waste Management Agency owns and operates the Rock Prairie Road Landfill on behalf of the Cities of Bryan and College Station, Texas; and

WHEREAS, the Brazos Valley Solid Waste Management Agency operates an area-wide household hazardous waste collection and public education program, a backyard composting public education program, a white goods and metals recycling program, a tire recycling program, and an oil recycle center; and

WHEREAS, the diversion of household hazardous waste, yard waste and white goods from the waste stream of the Rock Prairie Road Landfill represents prudent and environmentally sound stewardship by reducing the toxicity and quantities of materials disposed in the landfill; and

WHEREAS, the overall goal of advertising throughout the Brazos Valley Region is to promote the Household Hazardous Waste and Computer Collection event and to raise public awareness and to provide a safe environment for proper solid waste disposal to avoid the consequences of illegal dumping. Through advertising, education and distribution of promotional items, the consequences of illegal dumping will be brought to the attention of the community; now, therefore,

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

PART 1: That the City Council hereby approves the financial contribution from the Brazos Valley Council of Governments in the amount of \$5,000.00 for the purpose of radio and newspaper advertising and T-shirts for the fall Household Hazardous Waste & Computer Collection.

PART 2: That the City Council hereby authorizes Shelia McQueen, BVSWMA Program Coordinator, to act on behalf of the Brazos Valley Solid Waste Management Agency in all matters related to the resolution.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

APPROVED

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:



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

**August 23, 2007  
Consent Agenda  
TxDOT ROW Funds**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion of a resolution to pay the Texas Department of Transportation (TxDOT) an additional \$484,956.59 for the City's 10% share of Right-of-Way Costs for The Texas Avenue Widening project, the Hwy 40 Extension project, and the Wellborn Road Widening project.

**Recommendation(s):** Staff recommends approval of the resolution authorizing an increase in funding of \$484,956.59 for right-of-way purchases for the three projects.

**Summary:** Prior Advance Funding Agreements (AFAs) were approved by Council to pay TxDOT for 10% of the estimated costs for right-of-way and utility re-location costs on the Texas Avenue Widening project, the SH 40 project and the Wellborn Road Widening Project. The actual costs were greater than the amounts estimated. TxDOT has notified the City that it owes additional funds based on the actual project costs. This resolution authorizes our payment of those funds to TxDOT. There may be additional costs in the future as the projects are completed and additional costs realized.

<b>PROJECT</b>	<b>PAID TO DATE ESTIMATED 10%</b>	<b>ACTUAL 10%</b>	<b>AMOUNT OWED</b>
Texas Avenue Widening	\$400,000	\$496,714.50	\$96,714.50
Highway 40 Extension	\$325,000	\$449,562.25	\$124,562.25
Wellborn Road Widening	\$192,110	\$455,789.84	\$263,679.84
		<b>TOTAL</b>	<b>\$484,956.59</b>

**Budget & Financial Summary:** Funds for the payment of the City's 10% share of right-of-way costs are available in the Streets Capital Improvement Projects Fund. Funds in the amount of \$274,957 are available in fund balance. Funds in the amount of \$219,354 were appropriated for the payment to TxDOT as part of the budget amendment approved by Council on July 12, 2007. Additional funds in the amount of \$55,603 will be included on a future FY07 budget amendment. It is anticipated that balance of the funds in the amount of \$210,000 will come from unencumbered funds remaining in the Jones Butler Street Extension project, which is expected to come in under budget.

**Attachments:**

1. Resolution
2. TxDOT letter dated June 29, 2007
3. Agreements to Contribute Funds with Resolutions

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING ADDITIONAL FUNDING TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY COSTS OF STATE PROJECTS WITHIN THE CITY OF COLLEGE STATION.**

WHEREAS, the City Council of the City of College Station, Texas, previously approved Resolution No. 8-27-98-5-d accepting responsibility to pay ten percent (10%) of the right-of-way cost to the Texas Department of Transportation for the Texas Avenue Widening project; and

WHEREAS, the City Council of the City of College Station, Texas, previously approved Resolution No. 02-08-01-9.12 accepting responsibility to pay ten percent (10%) of the right-of-way cost to the Texas Department of Transportation for the Highway 40 extension project; and

WHEREAS, the City Council of the City of College Station, Texas, previously approved Resolution No. 02-12-2004-12.08 accepting responsibility to pay ten percent (10%) of the right-of-way cost to the Texas Department of Transportation for the Wellborn Road widening project; and

WHEREAS, the City Council of the City of College Station, Texas, has been notified by the Texas Department of Transportation that the actual costs for these rights-of ways have exceeded previous estimates and additional funds are due from the City of College Station; now, therefore,

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

PART 1: That the City Council hereby approves additional funds in the amount of \$484,956.59 to be paid to the Texas Department of Transportation for right-of-way costs for the Texas Avenue Widening, the State Highway 40 Extension and the Wellborn Road Widening projects.

PART 2: That funding for these projects are available through a budget amendment of \$219,354 approved by Council on July 12, 2007, \$55,603 through another budget amendment and unencumbered street CIP funds in an amount of \$210,000 from the Jones Butler Extension project.

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

ADOPTED this 23rd day of August, A.D. 2007.

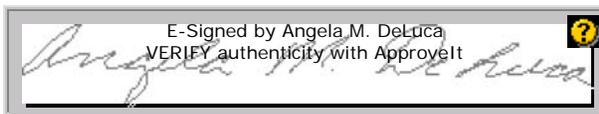
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

 E-Signed by Angela M. DeLuca  
VERIFY authenticity with ApproveIt

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



JUL 6 2007

# Texas Department of Transportation

1300 N. TEXAS AVE. • BRYAN, TEXAS 77803-2760 • (979) 778-2165

June 29, 2007

BS 6  
Brazos County  
8017-1-47  
CSJ 0050-01-065  
Limits: From Domink Dr. to FM 2818

SH 40  
Brazos County  
8017-1-48  
CSJ 0540-08-002  
Limits: From FM 2154 to SH 6

FM 2154  
8017-1-63  
Brazos County  
CSJ 0540-04-056  
Limits: From 0.3 mile North of FM 2818  
to 0.6 mile South of proposed SH 40

Mr. Glenn Brown, City Manager  
City of College Station  
1101 Texas Avenue  
College Station, Texas 77840

Dear Mr. Brown:

I am writing this letter to request your assistance. The City of College Station and the Texas Department of Transportation have a long history of working cooperatively together on road widening projects in College Station. As you are aware, we have completed the right-of-way acquisition and construction of SH 40 and are nearing completion of the Texas Avenue widening. Widening FM 2154 from FM 2818 to SH 40 is on schedule for construction letting in December of this year.

The above mentioned projects all have outstanding funds due to the Department from the City. These are funds for the City's 10% participation in right-of-way acquisition and utility adjustments. My staff has made several attempts to coordinate the payment of these funds with your staff without success. The following amounts listed below are currently overdue. I am requesting the City pay the following amounts on these projects:

SH 40	\$124,562.25
Texas Avenue	\$96,714.50
FM 2154	\$263,679.84

If payment in full of these amounts is not currently possible please contact Mr. Sam Wilson, Right-of-Way Administrator in my office at 778-9721. He can describe possible alternatives for a more flexible payment system. If you have any questions concerning this matter, please feel free to contact me at 778-9707.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Appleton', with a horizontal line extending to the right.

Robert A. Appleton  
Director of Transportation  
Planning and Development

CC: Right of Way

**Agreement to Contribute Funds**  
(City Form)

THE STATE OF TEXAS

COUNTY OF Travis

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

County Brazos

Federal Project No. \_\_\_\_\_

CSJ No. 0050-01-065

ROW Account No. 8017-1-47

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and the City of College Station, Texas, acting by and through its duly authorized official under a Resolution dated the 27<sup>th</sup> day of August 19 98, hereinafter called the City, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the State is requesting the City to enter into a contractual agreement and to pay for 10% of the right of way costs for a State highway project on Highway No. BS 6-R with the following project limits:

From: Dominik Drive  
To: FM 2818; and

WHEREAS, the City has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the City desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

WHEREAS, the City desires to contribute this ten (10) percent of the cost of the right of way in incremental payments in accordance with the following schedule:

- Seventy-One Thousand and 00/100 Dollars (\$ 71,000.00 ) upon execution of agreement.
- One Hundred Sixty-Four Thousand Five Hundred and 00/100 Dollars (\$ 164,500.00 ) on or before October 15, 1999.
- One Hundred Sixty-Four Thousand Five Hundred and 00/100 Dollars (\$ 164,500.00 ) on or before October 15, 2000.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the City shall contribute to the State an amount equal to ten (10) percent of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the City, a warrant or check payable to the Texas Department of Transportation in the amount of Seventy-One Thousand and 00/100 Dollars (\$ 71,000.00 ) as partial payment of the aforementioned ten (10) percent cost. The City will contribute to the State the balance of the ten (10) percent in accordance with the following schedule:

- One Hundred Sixty-Four Thousand and 00/100 Dollars  
( \$ 164,500.00 ) on or before October 15, 1999 .
- One Hundred Sixty-Four Thousand and 00/100 Dollars  
( \$ 164,500.00 ) on or before October 15, 2000 .

The above contributions constitute Four Hundred Thousand and 00/100 Dollars ( \$ 400,000.00 ) which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that any installment is insufficient to pay the City's obligation, then the City, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the City is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the City by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

CITY OF COLLEGE STATION , TEXAS

EXECUTION RECOMMENDED:

By: Lynda McElhenny  
Mayor

Steve E. Durrell  
District Engineer

ATTEST:  
Connie Hook

THE STATE OF TEXAS  
Certified as being executed for the purposes and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 1800027.

By: J. Glenn Stevens  
J.G. Stevens, Director of Right of Way

Date: 10-19-98

# Resolution

RESOLUTION NO. 8-27-98-5-d

WHEREAS, the Texas Department of Transportation is requesting the City of College Station (City) to enter into a contractual agreement and to pay for 10% of the right of way costs for a State highway project on Highway No. BS 6-R from Dominik Drive to FM 2818; and

WHEREAS, the City desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said Right of Way for the proper development and construction of the project; and

WHEREAS, the completion of the improvement to BS 6-R is crucial to the enhancement of circulation and safety; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of College Station, Texas, that the City of College Station, Texas, accepts responsibility for ten (10) percent of the cost of said Right of Way which is currently estimated at \$400,000.00 for the improvement of BS 6-R from Dominik Drive to FM 2818. The Department of Transportation will be responsible for acquiring all property required for the project. Acquisition procedures will be in accordance with policies of the Texas Department of Transportation and with applicable Federal and State laws governing the acquisition policies for acquiring real property. The Mayor is hereby authorized to execute an agreement with the Texas Department of Transportation on behalf of the City of College Station.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this 27th day of August, 1998.

ATTEST:

Connie Hooks

APPROVED:

Lynn McIlhane  
Lynn McIlhane, Mayor

**Agreement to Contribute Funds**  
(City Form)

THE STATE OF TEXAS

COUNTY OF Travis

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

County Brazos

Federal Project No. \_\_\_\_\_

CSJ No. 0540-08-002

ROW Account No. 8017-1-48

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and the City of College Station, Texas, acting by and through its duly authorized official under a Resolution dated the 8th day of February 2001, hereinafter called the City, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State is requesting the City to enter into a contractual agreement to pay for 10% of the right of way costs for a State highway project on Highway No. SH 40 with the following project limits:  
From: FM 2154  
To: SH 6; and

WHEREAS, the City has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the City desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the City shall contribute to the State an amount equal to ten (10) percent of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the City, a warrant or check payable to the Texas Department of Transportation in the amount of Three Hundred Twenty-Five Thousand and 00/100-- Dollars (\$ 325,000.00 ), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the City's obligation, then the City, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the City is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the City by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

CITY OF COLLEGE STATION, TEXAS

By: [Signature]  
Mayor

ATTEST:  
[Signature]  
City Secretary

EXECUTION RECOMMENDED:

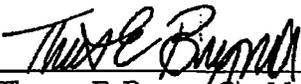
[Signature]  
District Engineer

THE STATE OF TEXAS  
Certified as being executed for the purposes and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002

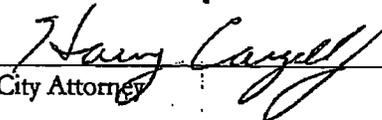
By: [Signature]  
Director of Right of Way

Date: 03/15/2001

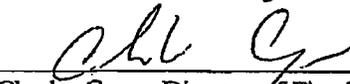
APPROVED:

  
\_\_\_\_\_  
Thomas E. Brymer, City Manager

2-19-01  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nancy Carroll, City Attorney

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Cryan, Director of Fiscal Services

2-28-01  
\_\_\_\_\_  
Date

RESOLUTION NO. 02-08-01-9.12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN "AGREEMENT TO CONTRIBUTE FUNDS" WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR STATE HIGHWAY 40.

WHEREAS, the Texas Department of Transportation is requesting the City Council of College Station enter into an agreement to pay for ten percent (10%) of the right-of-way cost for State Highway 40 from Farm to Market Road 2154 to State Highway 6; and

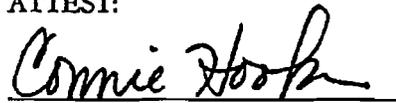
WHEREAS, the City Council of the City of College Station desires to contribute to the State funds equal to ten percent (10%) of the cost of the right-of-way for the development and construction of the project; now, therefore,

BE IT RESOLVED by the City Council of the City of College Station, Texas:

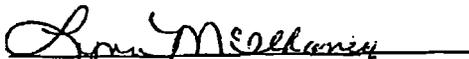
- PART 1: That the City Council accepts responsibility for ten percent (10%) of the cost of said right-of-way which is currently estimated at \$325,000 for the construction of State Highway 40 from Farm to Market Road 2154 to State Highway 6.
- PART 2: That the Department of Transportation will be responsible for acquiring all property for the project.
- PART 3: That the Mayor is hereby authorized to sign the agreement to contribute funds on behalf of the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 8th day of February, A.D. 2001.

ATTEST:

  
CONNIE HOOKS, City Secretary

APPROVED:

  
LYNN McILHANEY, Mayor

APPROVED:

  
City Attorney



RESOLUTION NO. 2-12-2004-12.08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDS FOR THE ACQUISITION OF PROPERTY FOR THE WIDENING OF FM 2154.

WHEREAS, the Texas Department of Transportation has requested that the City of College Station (City) enter into a contractual agreement and acquire Right of Way for the highway project on FM 2154 from 0.3 miles North of FM 2818 to 0.6 miles South of Proposed SH 40 in College Station; and

WHEREAS, the City Council of the City of College Station, Texas, desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said Right of Way for the proper development and construction of the project; and

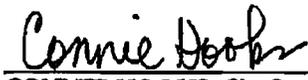
WHEREAS, the completion of the improvement to FM 2154 is crucial to the enhancement of circulation and safety; now, therefore,

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

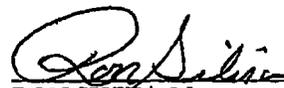
- PART 1: That the City Council hereby accepts responsibility for ten (10) percent of the cost of said Right of Way which is currently estimated at \$190,000.00 for the improvement of FM 2154 from 0.3 miles North of FM 2818 to 0.6 miles South of Proposed SH 40 in College Station.
- PART 2: That the Texas Department of Transportation will be responsible for acquiring all property required for the project in accordance with policies of the Texas Department of Transportation and with applicable Federal and State laws governing the acquisition of real property.
- PART 3: That the City Council hereby authorizes Mayor Ron Silvia to execute an agreement with the Texas Department of Transportation on behalf of the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 12th day of February, A.D. 2004.

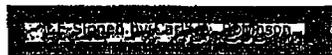
ATTEST:

  
\_\_\_\_\_  
CONNIE HOOKS, City Secretary

APPROVED:

  
\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**August 23, 2007**  
**Consent Agenda**  
**Mitchell & Morgan Change Order No. 1 – Church Avenue Phase II**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding design change order no. 1 to the professional services contract with Mitchell & Morgan for the Church Avenue Phase II Project in the amount of \$18,600.00 (Project No. ST-0523).

**Recommendation(s):** Staff recommends approval of design change order no. 1 in the amount of \$18,600.00.

**Summary:** This project is currently in easement acquisition. The needs resolution for this project was approved by the City Council on November 20, 2006. Tentative agreements for easements have been reached with three of the four property owners. An agreement with Verizon has not been reached. This change order will modify the plans so that an easement from Verizon will not be required and the project may proceed.

**Budget & Financial Summary:** The project budget is \$1,841,489 (\$1,687,063 Streets, \$51,113 Water, and \$103,313 Wastewater).

**Attachments:**

1. Change Order No. 1
2. Mitchell & Morgan Proposal Letter
3. Project Location Map

CHANGE ORDER NO. 1

Contract No. 05-193

DATE: 08/03/2007

P.O.# 050809 PROJECT: Church Avenue Phase II Project, Project No. ST-0523

**OWNER:**

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

**CONTRACTOR:**

Mitchell & Morgan, L.L.P.  
511 University Dr. Suite 204  
College Station, Texas 77840  
Ph: (979) 260 - 6963  
Fax: (979) 260 - 3564

**PURPOSE OF THIS CHANGE ORDER:**

A. Change in scope of services to include redesign of project elements and eliminate need for Verizon easement.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Revise design that will not require any permanent or temporary construction easements on Verizon property.	\$18,600.00	0	1	\$18,600.00
					TOTAL	\$18,600.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 21.88% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$85,000.00	
Change Order No. 1	\$18,600.00	21.88% CHANGE
REVISED CONTRACT AMOUNT	\$103,600.00	21.88% TOTAL CHANGE

ORIGINAL CONTRACT DESIGN TIME	180 Days
Change Order No. 1	30 Days
Revised Contract Design Time	240 Days

SUBSTANTIAL COMPLETION DATE	N/A
Revised Substantial Completion Date	N/A

APPROVED

 8/3/07  
A/E CONTRACTOR

 8-7-07  
CITY ATTORNEY

CONSTRUCTION CONTRACTOR

DIRECTOR OF FISCAL SERVICES

PROJECT MANAGER

MAYOR

CITY ENGINEER

CITY SECRETARY

DEPARTMENT DIRECTOR

CITY MANAGER



August 2, 2007

Donald Harmon  
City of College Station  
Public Works Department  
PO Box 9960  
College Station, TX 77842

**RE: Church Avenue Phase II – REVISED CHANGE ORDER #1**

Dear Donald,

Per your request and based upon your negotiations with Verizon, we understand that you would like a proposal from us to alter the plans for the Church Avenue Phase II Project. This change order will be based upon a design which will NOT require any permanent or temporary construction easements on the Verizon property.

**Feasibility Portion - \$8,000**

In an effort to assure that the options discussed below are viable, we will need to collect the following information.

*Additional Survey* –We will need to obtain additional survey along Church Avenue from the driveway to the Verizon building on Church Avenue to approximately 200 feet past and east of the bank parking lot.

*American Disabilities Act Compliance* –We will need to confirm with a RAS specialist, that we can delete the sidewalk and ramp from the southeast corner of Church and Nagle. We will need to do this to assure that when we reconstruct this intersection that we can indeed leave off this sidewalk/ramp and still comply with the Texas Accessibility Standards.

*Storm Sewer Options* –We will need to perform hydraulic calculations on the two options below and report the results. This report will consist of SWMM printouts with a small letter attachment explaining the results. From this information an informed choice can be made as to the preferred option to design.

**Option A – \$10,600**

Under Option A we will redesign the storm sewer from the intersection of Church and Nagle along and under Church Avenue to the east to a point where the storm sewer can tie back into the existing storm sewer and still be located within the existing Church Avenue right-of-way. This will allow us to remove the storm sewer that we currently have designed on the Verizon property and which required an easement from Verizon.

This option will also realign the sanitary sewer line which also enters the Verizon property. The sanitary sewer line will be located behind the back of curb on the south side of the Church

Avenue right-of-way in the grassed area but will remain within the existing right-of-way. As soon as a tie back into the sanitary sewer system can be made within the right-of-way it will be made in the design.

**Option B - \$7,600**

Under Option B we will realign the sanitary sewer in the same manner as Option A.

The storm sewer design will stop at the intersection of Church and Nagle and the new 30" storm sewer will tie back into the existing 27" storm sewer. This will produce a situation where the flows from the new system will possibly overwhelm the existing storm sewer. This information will be obtained and discussed during the feasibility study above. If it appears that this will overwhelm the system and it will be detrimental to the surrounding properties, this will be pointed out and a recommendation for Option A will be made.

Therefore, if the Feasibility Portion shows that Option A is the best option, the total change order cost will be \$18,600 and if Option B is chosen the change order will be \$15,600.

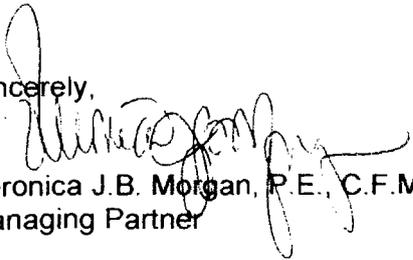
We propose to provide these services to you on a lump sum basis as stated in each item above. If additional design/reporting/calculations are needed they can be provided on an hourly basis using the fee schedule listed below.

Hourly Rate Schedule:

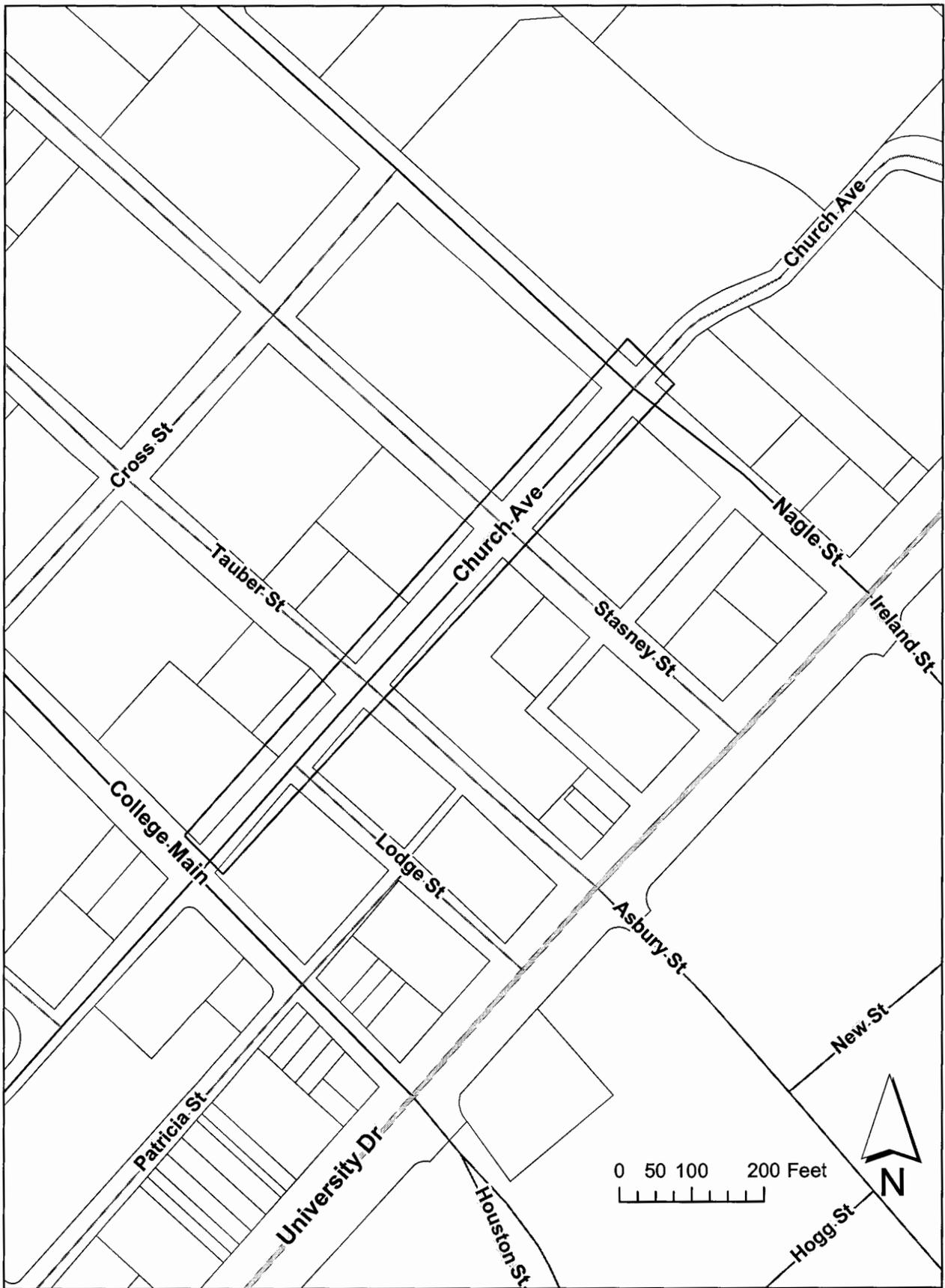
Sr. Professional Engineer – Development Coordination	\$110/hr
Sr. Professional Design Engineer	\$95/hr
EIT – Graduate Engineer	\$75/hr
Drafting	\$65/hr
Administrative	\$55/hr

We have attached a Notice to Proceed for your convenience. We do require this to be signed and returned to us prior to our proceeding with the project. If you have any questions, please do not hesitate to call.

Sincerely,

  
Veronica J.B. Morgan, P.E., C.F.M.  
Managing Partner

Cc. File



**August 23, 2007**  
**Consent Agenda**  
**Professional Services Change Order No. 2**  
**Tauber and Stasney Street Rehabilitation Project**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** A Change Order in the amount of \$5,500.00 for Professional Services Contract 05-160 to McClure & Browne Engineering/Surveying Inc for additional surveying services. (Project# ST0505)

**Recommendation(s):** Staff recommends approval of this Change Order.

**Summary:** Preparation of metes and bounds for the temporary construction easements for this project was not included in the original project scope. This Change Order authorizes and compensates the surveyor and engineer to assemble the property descriptions and associated documentation to allow the acquisition of those easements. This Change Order also provides a 45 day extension for the Engineer and Surveyor to complete the work required.

Final Design Plans were submitted to the City on Friday, August 3, 2007. The project is ready to bid pending acquisition of easements and rights of way. Needs Resolutions for this project were approved by Council on April 26, 2007 and June 14, 2007.

**Budget & Financial Summary:** The cost of this Change Order is an increase to the Professional Services Contract to McClure & Browne Engineering/Surveying Inc. in the amount of \$5,500.00. This brings the total amount of the contract to \$171,500.00 dollars. This Change Order causes an increase of 3.44% to the current contract and a total increase of 7.19% of the original contract amount. Community Development Block Grant (CDBG) Funds totaling \$252,110 are available for the design of the Street and Sidewalk portion of this project and for the construction of the sidewalks. With the inclusion of this change order, funds in the amount of \$145,610.99 have been expended or committed to date leaving a balance of \$106,499.01 for this portion of the project. Additional non-CDBG funds have been budgeted for street construction.

**Attachments:**

- 1. Change Order #2**
- 2. Project Location Map**

**CHANGE ORDER NO. 2** Contact # 05-160 DATE: August 24, 2007  
 P.O.# 051140 PROJECT: Tauber/Stasney Rehabilitation and Northgate Sidewalks

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

**CONTRACTOR:**  
 McClure & Browne, Engineering/Surveying, Inc.  
 1008 Woodcreek Dr Suite 103 Ph: (979) 693-3838  
 College Station, TX 77845 Fax: (979) 693-2554

**PURPOSE OF THIS CHANGE ORDER:**

A. The need for temporary construction easements as part of the rehabilitation of Tauber and Stasney Street in the Northgate Area requires that the engineer and surveyor perform additional work to identify and prepare field notes and parcel plat documents for each property involved. This will allow the City's Legal staff to prepare separate "Temporary Construction Easement" documents for each temporary parcel. These documents would be distinct from those prepared for the acquisition of permanent easements associated with the project.

Needs Resolutions for this project were approved by Council on April 26, 2007 (Consent Item M) and June 14, 2007 (Consent Item K).

B. A time extension of 45 days is given to the engineer and surveyor to complete this work.

\*\*\*\*\* (Please use accounting information at end of this change order.) \*\*\*\*\*

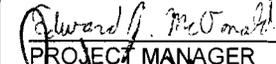
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
2	LS	Temporary Construction Easement Documentation	\$5,500.00	0.0	1.0	\$5,500.00
					TOTAL	\$5,500.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 3.44% INCREASE.

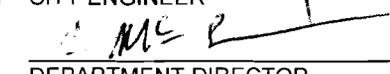
ORIGINAL CONTRACT AMOUNT	\$160,000.00		
Change Order No. 1	\$6,000.00	3.75%	CHANGE
Change Order No. 2:	\$5,500.00	3.44%	CHANGE
REVISED CONTRACT AMOUNT	\$171,500.00	7.19%	TOTAL CHANGE

Original Due Date: Not Applicable  
 Additional Days Granted: 45  
 COMPLETION DATE: 10/08/07

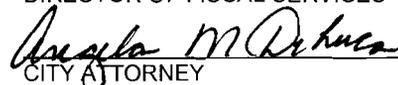
APPROVED  
  
 A/E CONTRACTOR Date 7/30/07

  
 PROJECT MANAGER Date 7/30/07

  
 CITY ENGINEER Date 7/30/07

  
 DEPARTMENT DIRECTOR Date 07/30/07

\_\_\_\_\_  
 DIRECTOR OF FISCAL SERVICES Date

  
 CITY ATTORNEY Date

\_\_\_\_\_  
 MAYOR Date

\_\_\_\_\_  
 CITY SECRETARY Date

\_\_\_\_\_  
 CITY MANAGER Date

P.O Line Item	Accounting Information	Original Contract	Change Order #1	Change Order #2	Contract
1	ST0505 139-9111-971.30-10	\$160,000.00	\$6,000.00	\$5,500.00	\$171,500.00
<b>TOTAL</b>		<b>\$160,000.00</b>	<b>\$6,000.00</b>	<b>\$5,500.00</b>	<b>\$171,500.00</b>

# Tauber and Stasney Street Rehabilitation Project Location Map



**August 23, 2007**  
**Consent Agenda**  
**CSC Environmental/Support Services Contract**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on a resolution approving a service contract with CSC Engineering & Environmental Consultants, Inc. in the amount of \$75,000.00 for the environmental/support services at the Rock Prairie Road Landfill.

**Recommendation(s):** Staff recommends approval of the resolution approving the service contract with CSC Engineering & Environmental Consultants, Inc. based on their knowledge and previous experience at the Rock Prairie Road Landfill site.

**Summary:** This resolution approving a service contract with CSC Engineering & Environmental Consultants, Inc. for environmental/support services will allow the Rock Prairie Road Landfill to maintain regulatory compliance with TCEQ disposal regulations. Groundwater monitoring, aerial survey with volume calculations, global positioning system (GPS) support, and general technical support are tasks to be completed with the contract. An Aerial Survey with Volume Calculations must be completed each year for submittal with the landfill annual report to the TCEQ and to determine compaction rates and remaining site disposal capacity. Semi-Annual Groundwater Monitoring and testing of all monitoring wells at the facility must be completed twice per year and a written report with the findings of these tests must be submitted to TCEQ for their review and approval. Failure to comply with the requirements of these regulations would place the facility in non-compliance that could warrant administrative action by TCEQ.

**Budget & Financial Summary:** Contract amount is \$75,000.00. Funding for this contract is available in the BVSWMA Operating Fund.

**Attachments:**

1. Resolution

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 SUPPLEMENTAL ENGINEERING/ENVIRONMENTAL SERVICES RELATED TO REGULATORY COMPLIANCE, SITE OPERATION, AND GROUNDWATER CONDITIONS AT THE ROCK PRAIRIE ROAD LANDFILL PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the environmental support services related to regulatory compliance, site operation, and groundwater conditions at the Rock Prairie Road Landfill; and

WHEREAS, the selection of CSC Engineering & Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the environmental support services for the aerial survey with volume calculations, semi-annual groundwater monitoring, and GPS data preparation; 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 CSC Engineering & Environmental Consultants, Inc. is the most highly qualified provider of the environmental support services including the aerial survey with volume calculations, semi-annual groundwater monitoring, and GPS data preparation at the Rock Prairie Road Landfill Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with CSC Engineering & Environmental Consultants, Inc. for an amount not to exceed \$75,000.00 for the environmental/support services related to the Rock Prairie Road Landfill Project.

PART 3: That the funding for this project shall be as budgeted from the BVSWMMA Landfill Fund in the amount of \$75,000.00.

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

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

Page 2

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

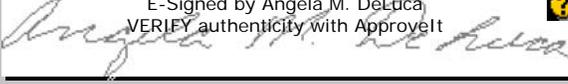
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

E-Signed by Angela M. DeLuca  
VERIFY authenticity with ApproveIt  
 

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

**August 23, 2007**  
**Consent Agenda**  
**Water Service Extension Project PH II**  
**Arrington Road Waterline Construction Contract Resolution**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on the resolution approving a construction contract with Elliott Construction, Ltd. in the amount of \$269,988.45 for construction of a waterline and appurtenances.

**Recommendation:** Staff recommends award of the contract to the lowest, responsible bidder meeting specifications. Staff recommends that Elliott Construction Ltd. is the lowest responsible bidder meeting specifications.

**Summary:** This contract is for the construction of a waterline along Old Arrington Road and State Highway 6 South. The line will fulfill service obligations of the 2002 annexation service plan. Sealed competitive bids for Bid # 07-107 were received from five (5) contracting firms and the summary of the results is as follows:

<b>Elliott Construction</b>	<b>\$ 269,988.45</b>
<b>Brazos Valley Services</b>	<b>\$ 321,417.90</b>
<b>Dudley Construction</b>	<b>\$ 448,373.88</b>
<b>Kieschnick Construction</b>	<b>\$ 492,260.00</b>
<b>Knife River Construction</b>	<b>\$ 570,602.00</b>

**Budget & Financial Summary:** This project is included in the Water Capital Improvements Program budget. The construction contract for this project came in well below the budgeted amount of \$650,000.

**Attachments:**

1. Resolution
2. 07-107 Bid Tab
3. Project Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE ARRINGTON ROAD WATERLINE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction of the Arrington Road Waterline (Bid #7-107); and

WHEREAS, the selection of Elliott Construction Ltd. is being recommended as the lowest responsible bidder for the construction services related to the Nantucket Sewer Line Project; now, therefore,

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

PART 1: That the City Council hereby finds that Elliott Construction Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Elliott Construction Ltd for \$269,988.45 for the labor, materials and equipment required for the improvements related to the Arrington Road Waterline.

PART 3: That the funding for this Project shall be as budgeted from the Water Utility Fund in the amount of \$269,988.45.

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

ADOPTED this 23<sup>rd</sup> day of August, A.D. 2007.

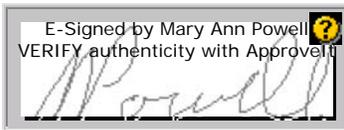
ATTEST:

APPROVED:

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

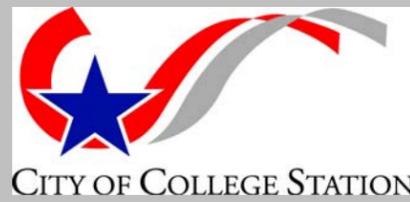
\_\_\_\_\_  
Mayor

APPROVED:



\_\_\_\_\_

City Attorney



**Water Service Extension Project PH II Arrington Rd.**  
**BID TABULATION 07-107**  
**Project # WF0379145**

Elliott Construction		Brazos Valley Services		Dudley Construction		Gieschnick Gen. Contractor		Knife River Construction	
----------------------	--	------------------------	--	---------------------	--	----------------------------	--	--------------------------	--

Item No.	Quantity	Unit	Description of Item	Unit Cost	Total Price								
----------	----------	------	---------------------	-----------	-------------	-----------	-------------	-----------	-------------	-----------	-------------	-----------	-------------

<b>BASE BID</b>													
-----------------	--	--	--	--	--	--	--	--	--	--	--	--	--

1.	80	LF	24-inch diameter D.I. AWWA C-151, Class 250 pipe	\$75.70	\$6,056.00	\$75.00	\$6,000.00	\$231.04	\$18,483.20	\$250.00	\$20,000.00	\$166.00	\$13,280.00
2.	200	LF	16-inch diameter D.I. AWWA C-151, Class 250 pipe	\$44.60	\$8,920.00	\$47.00	\$9,400.00	\$118.33	\$23,666.00	\$85.00	\$17,000.00	\$100.00	\$20,000.00
3.	3,291	LF	12-inch diameter D.I. AWWA C-151, Class 250 pipe	\$29.55	\$97,249.05	\$39.00	\$128,349.00	\$47.77	\$157,211.07	\$60.00	\$197,460.00	\$81.00	\$266,571.00
4.	974	LF	8-inch diameter PVC AWWA C-909, DR-14, Class 200 pipe	\$20.85	\$20,307.90	\$18.00	\$17,532.00	\$28.86	\$28,109.64	\$35.00	\$34,090.00	\$28.00	\$27,272.00
5.	90	LF	20-inch diameter Bore	\$182.35	\$16,411.50	\$300.00	\$27,000.00	\$412.20	\$37,098.00	\$400.00	\$36,000.00	\$260.00	\$23,400.00
6.	74	LF	12-inch Directional Bore	\$77.25	\$5,716.50	\$40.00	\$2,960.00	\$150.58	\$11,142.92	\$350.00	\$25,900.00	\$66.00	\$4,884.00
7.	4,465	LF	Temporary Sheeting, Shoring, and Bracing	\$0.10	\$446.50	\$0.50	\$2,232.50	\$2.03	\$9,063.95	\$3.00	\$13,395.00	\$1.00	\$4,465.00
8.	4,155	LF	Hydro-mulch Seed	\$0.70	\$2,908.50	\$1.88	\$7,811.40	\$1.42	\$5,900.10	\$1.00	\$4,155.00	\$2.00	\$8,310.00
9.	4	EA	8-inch Gate Valve	\$640.00	\$2,560.00	\$1,240.00	\$4,960.00	\$1,128.00	\$4,512.00	\$850.00	\$3,400.00	\$1,300.00	\$5,200.00
10.	8	EA	12-inch Gate Valve	\$1,250.00	\$10,000.00	\$1,750.00	\$14,000.00	\$1,657.00	\$13,256.00	\$1,400.00	\$11,200.00	\$2,050.00	\$16,400.00
11.	1	EA	16-inch Gate Valve	\$3,500.00	\$3,500.00	\$4,360.00	\$4,360.00	\$6,130.00	\$6,130.00	\$3,700.00	\$3,700.00	\$5,100.00	\$5,100.00
12.	1	EA	24-inch Gate Valve	\$10,325.00	\$10,325.00	\$11,500.00	\$11,500.00	\$17,914.00	\$17,914.00	\$11,500.00	\$11,500.00	\$13,000.00	\$13,000.00
13a	6	EA	1-inch Water Meter Service – Short	\$960.00	\$5,760.00	\$500.00	\$3,000.00	\$769.00	\$4,614.00	\$1,000.00	\$6,000.00	\$1,450.00	\$8,700.00
13b	1	EA	1.5-inch Water Meter Service – Short	\$1,725.00	\$1,725.00	\$1,000.00	\$1,000.00	\$992.00	\$992.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00
13c	1	EA	2-inch Water Meter Service – Short	\$2,150.00	\$2,150.00	\$2,000.00	\$2,000.00	\$2,070.00	\$2,070.00	\$1,250.00	\$1,250.00	\$2,400.00	\$2,400.00
14.	1	EA	6-inch Blow Off Valve	\$1,625.00	\$1,625.00	\$1,600.00	\$1,600.00	\$2,607.00	\$2,607.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
15.	8	EA	Fire Hydrant Assembly	\$2,300.00	\$18,400.00	\$2,800.00	\$22,400.00	\$4,846.00	\$38,768.00	\$3,000.00	\$24,000.00	\$3,000.00	\$24,000.00
16.	1	EA	Connect to Existing Water Line	\$1,550.00	\$1,550.00	\$500.00	\$500.00	\$1,386.00	\$1,386.00	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00
17.	249	LF	Asphalt Pavement Repair	\$50.00	\$12,450.00	\$27.00	\$6,723.00	\$51.00	\$12,699.00	\$40.00	\$9,960.00	\$155.00	\$38,595.00
18.	111	LF	Concrete Driveway Repair	\$57.50	\$6,382.50	\$38.00	\$4,218.00	\$37.00	\$4,107.00	\$100.00	\$11,100.00	\$165.00	\$18,315.00
19.	1	EA	24" x 16" Tee	\$2,515.00	\$2,515.00	\$2,906.00	\$2,906.00	\$4,584.00	\$4,584.00	\$3,100.00	\$3,100.00	\$3,500.00	\$3,500.00
20.	1	EA	16" x 16" Tee	\$1,050.00	\$1,050.00	\$1,300.00	\$1,300.00	\$2,011.00	\$2,011.00	\$1,150.00	\$1,150.00	\$1,650.00	\$1,650.00
21.	1	EA	12" x 8" x 12" Reducing Tee	\$425.00	\$425.00	\$625.00	\$625.00	\$848.00	\$848.00	\$600.00	\$600.00	\$1,050.00	\$1,050.00
22.	6	EA	12" x 6" Tee	\$410.00	\$2,460.00	\$625.00	\$3,750.00	\$825.00	\$4,950.00	\$500.00	\$3,000.00	\$780.00	\$4,680.00
23.	2	EA	8" x 6" Tee	\$290.00	\$580.00	\$400.00	\$800.00	\$733.00	\$1,466.00	\$300.00	\$600.00	\$640.00	\$1,280.00
24.	2	EA	16" x 12" Reducer	\$425.00	\$850.00	\$502.00	\$1,004.00	\$637.00	\$1,274.00	\$650.00	\$1,300.00	\$950.00	\$1,900.00

Item No.	Quantity	Unit	Description of Item	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
25.	1	EA	12" x 8" Reducer	\$275.00	\$275.00	\$302.00	\$302.00	\$457.00	\$457.00	\$300.00	\$300.00	\$620.00	\$620.00
26.	1	EA	16", 45 Bend	\$585.00	\$585.00	\$780.00	\$780.00	\$984.00	\$984.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
27.	6	EA	12", 45 Bend	\$345.00	\$2,070.00	\$600.00	\$3,600.00	\$519.00	\$3,114.00	\$400.00	\$2,400.00	\$580.00	\$3,480.00
28.	2	EA	12", 22-1/2 Bend	\$345.00	\$690.00	\$600.00	\$1,200.00	\$574.00	\$1,148.00	\$400.00	\$800.00	\$580.00	\$1,160.00
29.	4	EA	12", 11-1/4 Bend	\$345.00	\$1,380.00	\$600.00	\$2,400.00	\$574.00	\$2,296.00	\$400.00	\$1,600.00	\$560.00	\$2,240.00
<del>30.</del>	<del>0</del>	<del>EA</del>	<del>12", 5-5/8 Bend</del>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
31.	1	EA	24" Blank Plug	\$825.00	\$825.00	\$1,425.00	\$1,425.00	\$1,395.00	\$1,395.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00
32.	2	EA	12" Blank Plug	\$205.00	\$410.00	\$575.00	\$1,150.00	\$229.00	\$458.00	\$350.00	\$700.00	\$600.00	\$1,200.00
33.	1	EA	8" Blank Plug	\$165.00	\$165.00	\$280.00	\$280.00	\$220.00	\$220.00	\$250.00	\$250.00	\$400.00	\$400.00
34.	1	LS	Demolish and Replace Concrete Riprap	\$9,530.00	\$9,530.00	\$3,600.00	\$3,600.00	\$9,114.00	\$9,114.00	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00
35.	1	EA	1-inch Air Release Valve Assembly	\$1,415.00	\$1,415.00	\$1,250.00	\$1,250.00	\$2,140.00	\$2,140.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
36.	1	LS	Erosion Control	\$8,070.00	\$8,070.00	\$10,000.00	\$10,000.00	\$6,225.00	\$6,225.00	\$12,500.00	\$12,500.00	\$21,500.00	\$21,500.00
37.	1	LS	Traffic Control Plan	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00	\$4,576.00	\$4,576.00	\$2,500.00	\$2,500.00	\$6,600.00	\$6,600.00
38.	1	LS	SWPPP	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,384.00	\$1,384.00	\$1,500.00	\$1,500.00	\$850.00	\$850.00
<b>BID SUMMARY</b>													
<b>BID SUMMARY</b>													
<b>TOTAL BASE BID (ITEMS 1 - 38)</b>					<b>\$269,988.45</b>		<b>\$321,417.90</b>		<b>\$448,373.88</b>		<b>\$492,960.00</b>		<b>\$570,602.00</b>

# Water Extension Project Phase II Arrington Road Waterline



**August 23, 2007  
Consent Agenda  
Council Strategic Plan**

**To:** Glenn Brown, City Manager

**From:** Terry L. Childers, Deputy City Manager

**Agenda Caption:** Presentation, possible action, and discussion of Council Strategic Plan

**Recommendation(s):** Adopt Strategic Plan as modified by Council discussion during the Workshop.

**Summary:** The Strategic Plan presented with this item is a result of City Council discussion during their recent Strategic Planning Retreat. The Strategic Plan is a foundational document in the Management Planning System presented to Council in March 2007. The Strategic Plan sets the strategic direction for the City government by focusing organizational resources and setting priorities. This is accomplished through the identification of eight Strategic Issues and supporting Policy Initiatives.

- Citywide Safety and Security
- Effective Communications
- Growing sustainable revenue sources balanced with needs
- Exceptional multi-modal mobility
- Sustainable quality city workforce
- Exceptional infrastructure and core services
- Diverse growing economy
- Destination place to live and work

**Next Steps**

- 1) Upon adoption of the Strategic Plan, the staff will begin preparation of the Strategic Business Plan which will provide specific actions, programs, and activities to implement the Council's Strategic Plan.
- 2) Upon completion of the Strategic Business Plan, the City Manager will present to Council those actions, programs, and activities designed to operationalize the Strategic Plan.

**Budget & Financial Summary:** None.

**Attachments:** Strategic Plan Document

## Strategic Plan 2007-2012

*Excellence is more than a goal in the City of College Station – it is the standard.* Basic to that concept is the strategic manner in which the City views its planning and operations. One of the primary roles of the City Council is to set direction and establish realistic benchmarks for the municipal organization to achieve the desired future of College Station based on community input and expectations.

Quality of life is the City's paramount consideration. The strategic planning process requires decision makers to focus, in a highly strategic manner, on those resources, talents and abilities to achieve desired results which ultimately shape the character of the City of College Station.

The Strategic Plan document is an essential tool to allow the City Council and city staff to effectively develop and deliver a shared vision, mission, strategic issues, and policy initiatives which must be addressed to ensure College Station continues to deliver superior services for a rapidly growing population.

### *Mission Statement*

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

### *Community Vision Statement*

College Station, the proud home of Texas A&M University and the heart of the Brazos Valley, will be a vibrant, progressive, knowledge-based community which promotes the highest quality of life by ...

- enhancing and protecting neighborhoods in a diverse community where residents are safe, protected from adverse impacts, well maintained and actively revitalized;
  - increasing sensitive development and management of the built and natural environment;
  - expecting sensitive development and management of the built and natural environment;
  - supporting well planned, smart and sustainable growth;
  - valuing and protecting our cultural and historical community resources;
  - developing and maintaining quality cost-effective community facilities, infrastructure and services which ensure our city is cohesive and well connected;
- and

- positioning College Station for both short- and long-term economic prosperity by expanding, strengthening and diversifying economic and education resources.

College Station will remain among the friendliest and most responsive of communities and a demonstrated partner in maintaining and enhancing all that is good and celebrated in the Brazos Valley. It will forever be a place where Texas and the world come to learn.

### *City of College Station Core Values*

#### **To promote:**

- The health, safety, and general well being of the community
- Excellence in customer service
- Fiscal responsibility
- Involvement and participation of the citizenry
- Collaboration and cooperation
- Regionalism: be active member of the Brazos Valley community and beyond
- Activities that promote municipal empowerment

### *Organizational Values*

- Respect everyone
- Deliver excellent service
- Risk, Create, Innovate
- Be one city, one team
- Be personally responsible
- Do the right thing – act with integrity and honesty
- Have fun

Using the community vision, mission statement, and values as a spring board, the College Station City Council has set the strategic direction for the city government through development of seven *Strategic Issues* and supporting *Policy Initiatives*. The Strategic Plan focuses organizational resources and identifies those intentional actions to be undertaken by city government to achieve the desired outcomes.

### **Citywide Safety & Security**

Safety and security of College Station citizens is imperative. We want to ensure all citizens and visitors to the community feel safe while enjoying the quality of life offered by College Station.

### *Policy Initiatives*

- We will invest in our public safety infrastructure to provide consistent and high quality public safety services.

- We will benchmark our public safety services with other communities similar to College Station to insure we are setting the pace at a national level.

## **Effective Communications**

Effective two-way communications with both internal and external audiences is essential to the continued success of the many programs and services offered by the City of College Station. Utilizing a variety of media and technology, we will strive to market our services, communicate our mission and values, engage our citizens in the decisions of city government while telling the College Station story to our elected officials, employees, citizens, community partners, and others nationwide.

### *Policy Initiatives*

- We will implement a communication strategy which continually informs our citizens about the city government.
- We will market the City of College Station as a superior service provider.
- Cultivate citizen trust by fostering and practicing open, accountable and responsible government

## **Growing sustainable revenue sources balanced with needs**

The ability of College Station to finance quality services, meet demands of growing our infrastructure and provide for the quality of life quotient for the community, requires fiscal soundness and growing our revenue sources. We will adhere to sound business practices which obtain true value for dollars spent, diversify our revenue sources through identification of innovative revenue strategies, and implement financial policies which protect city resources.

### *Policy Initiatives*

- We will develop innovative income strategies to diversify and strengthen income base
- We will re-evaluate and update financial policies to ensure they continually meet our needs as a city government
- We will continually improve business practices to ensure we achieve the best value for dollars invested

## **Exceptional multi-modal mobility**

The rapid growth of College Station is impacting our ability to provide an efficient public and private transportation network to ensure mobility and safety to our citizens.

Development of an efficient multi-modal transportation system is needed to promote a healthy local economy and support the community's quality of life.

### *Policy Initiatives*

- We will develop an integrated transportation plan which supports the development of College Station in consideration of its land use and transportation needs.
- We will implement our transportation plans on a prioritized basis to improve our overall transportation network and support development of the community.
- We will improve operational efficiency of our existing transportation network by implementing state of the art transportation management programs and systems.
- We will lobby for state & federal transportation funds to continually improve our transportation systems

### **Sustainable quality city workforce**

Our employees are our most valued asset. We want to ensure the City of College Station work environment is exceptional while encouraging innovation and creativity. We want to be able to attract the *best and brightest* and retain highly competent individuals who serve the citizens of College Station.

### *Policy Initiatives*

- We will aggressively create a work environment which attracts and retains quality employees

### **Exceptional infrastructure and core services**

Our core mission is the delivery of exceptional services to our citizens. Our infrastructure is the backbone of our service delivery system and we will continually make prudent investments to grow and maintain all infrastructure to support our delivery of services. We will expect our core services to be to of the highest quality. We expect our services to our customer to be focused, timely and cost effective.

### *Policy Initiatives*

- We want to ensure our infrastructure is well maintained and expands to meet the needs of our citizens and various city services
- We want core city services to be customer focused, cost effective and of the highest quality.

## **Diverse growing economy**

We want to promote through effective policies and programs the continued growth and diversification of our economy. We will provide leadership to encourage the diversification of our economy while actively collaborating with our community partners to produce economic benefit to all citizens.

### *Policy Initiatives*

- We will develop and implement specific plans to enhance and diversify our tax base.
- We will develop and implement plans which promote redevelopment of strategic areas of College Station.
- We will actively seek economic development opportunities and partnerships which position College Station as a national center for bio-technology.
- We will enhance tourism with the development of needed infrastructure to support the tourism segment of our economy.

## **Destination place to live and work**

We want College Station to be a destination city which attracts visitors, residents, businesses, and investment. In promoting and maintaining a high quality of life, we want to be a community which provides diverse opportunities for work, entertainment, livable neighborhoods, and business development. We want College Station to be among the best *cool places* to live in the United States.

### *Policy Initiatives*

- We will invest in infrastructure and programs which creates a sense of place for College Station citizens
- We will systematically identify and invest in those programs and activities which promotes College Station as a *cool place* to live, work , and play
- We will promote comprehensive planning and management of growth to ensure College Station remains a highly livable city driven by quality of life.

**August 23, 2007**  
**Regular Agenda Item**  
**Recommendations for Possible Revisions to the Parkland Dedication Ordinance**

**To:** Glenn Brown, City Manager

**From:** Steve Beachy, Director of Parks & Recreation

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding recommendations for possible revisions to AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 10, "PARK LAND DEDICATION", BY ADDING REQUIREMENTS FOR COMMUNITY PARKS, INCREASING FEES, BASING FEES ON APPRAISED VALUES, EXTENDING PARK LAND REQUIREMENTS INTO THE ETJ; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

**Recommendation(s):** The Parks & Recreation Advisory Board and the Planning & Zoning Commission worked jointly during 2006 to develop the recommendations in this presentation.

City Staff recommends approval of revisions to the fee for neighborhood parks; approval of a flat rate for land value instead of the use of appraisals; adoption of January 1, 2008 as the effective date; that the revised ordinance be incorporated into the subdivision regulations and become effective for areas in the ETJ; and, all projects currently "vested" in the City of College Station development process be governed by the existing ordinance and related fee structure.

Further City Staff recommends that the City Council provide direction to staff regarding the inclusion of community parks into the ordinance requirements.

**Summary:** These recommendations were developed by a joint committee formed in January, 2006 composed of representatives from the Parks & Recreation Advisory Board and the Planning & Zoning Commission. The recommendations for these changes to the ordinance have been reviewed by the Legal Staff. Public input has been obtained through a focus group meeting on February 9, 2007. In addition, a special meeting of the Parks and Recreation Advisory Board was conducted on February 22, 2007 with presentations by staff and Brett Keast regarding potential revisions to the comprehensive plan and the parkland dedication ordinance.

The Parkland Dedication ordinance provides a means to acquire and develop neighborhood parks. The funds are generated by the development of new residential units and must be used for neighborhood park acquisition or development within a prescribed service area as defined by Parks Zones.

The ordinance requires a three year review period and the most recent changes were approved in December, 2005. However, the fees were not reviewed at that time. The current fees were adopted on January 24, 2002 and are based upon an estimated land price of \$20,000 per acre and a park development cost of \$300,000 per each neighborhood park. The cost of both of these components has increased since 2002.

The standards for neighborhood and community parks are defined in the attached **Section IV: Recreation, Park & Open Space Master Plan** which was approved in 2003.

The two key policy issues to consider at this time are:

- 1) **What level of service will be provided to new residential areas?**
- 2) **Who will pay for those services?**

The need for this discussion is based upon three factors: the current cost of land; the cost of park development; and the estimated population growth for the City of College Station. The recommendations for changes to the ordinance include the following key items:

- 1) A new methodology to determine more accurate land values.**
- 2) The inclusion of community parks into the dedication requirements.**
- 3) The current cost for the development of parks in College Station.**

**Budget & Financial Summary:** The current fees are \$556 per single family dwelling unit and \$452 per multifamily dwelling unit. The committee recommendations for revised fees would increase them to at least \$1,782 for single family dwelling units and \$1,448 for multifamily dwelling units. Those fees could be more if the affected land values exceed \$20,000/acre.

**Attachments:**

1. Recommendations for Revisions to the Parkland Dedication Ordinance
2. SECTION IV: Area and Facility Concepts and Standards; Recreation, Park & Open Space Master Plan (Adopted June 12, 2003)
3. Minutes of Feb 9, 2007 meeting
4. Minutes of Feb 22, 2007 meeting
5. Proposed Ordinance
  - Appendix II Park Zones
  - Appendix III Community Park Districts
6. Briefing Notes
7. Staff recommendation
8. Development Forum Notes August 9, 2007

**PROPOSED SUBCOMMITTEE RECOMMENDATIONS  
PARKLAND DEDICATION ORDINANCE REVISIONS  
JULY 2006**

The Parkland Dedication Ordinance states that its fee structure should be revised every three years. The last fee revision was approved in January, 2002.

In January, 2006, a joint subcommittee was formed to make recommendations for new revisions. The subcommittee was comprised of three Parks & Recreation Advisory Board members, three Planning & Zoning Commission members, a representative of the Greenway's Council, and a representative active in the development field.

The subcommittee recommends that three primary revisions be incorporated into the Park Land Dedication Ordinance:

- 1. The basis for establishing the value of land should be changed from a fixed amount (\$20,000 in the current Ordinance) to the appraised fair market value of the land.**
- 2. The fee for neighborhood park development should be increased to reflect the increases in development costs that have occurred since the last revision.**
- 3. The ordinance should be extended to include the cost of providing basic community park infrastructure as well as the cost of neighborhood parks.**

The following commentary is included as background material for the proposed ordinance revisions.

## **BACKGROUND REGARDING PROPOSED REVISIONS**

### **The Principle of the Land Dedication Ordinance**

The land dedication requirement may be viewed as a type of user fee. The intent is that the cost of new parks should be paid for by the landowner, developer or new homeowners who are responsible for creating the need for new park amenities, rather than raising taxes on existing community residents to pay for these amenities.

Neighborhood and community parks are designed to serve only those people in the area proximate to them. Thus, park amenities of this type in newly developing parts of the city make no positive contribution to the quality of life for existing residents, suggesting there is no reason why they should be asked to raise their taxes to pay for them.

### **The Legal Parameters which guide Park Dedication requirements.**

The legal parameters were effectively codified by two decisions handed down by the U.S. Supreme Court. The two cases are *Nollan v California Coastal Commission (1987)* and *Dolan v City of Tigard (1994)*.

The *Nollan* decision confirmed the “required nexus” rule which requires there be a rational nexus (close geographical connection) between the demand stemming from a development and park amenities developed with resources provided by the developer. This criterion is met in College Station by the city establishing 16 park planning zones. The proposed revised ordinance specifies “fees paid...must be used only for development or acquisition of neighborhood and community parks located within the same Zone as the development.”

The *Dolan* decision governs the amount of land dedication that communities can require developers to provide. The Supreme Court ruled there must be a “rough proportionality” between the requirements imposed on a developer and the needs projected to be forthcoming from the development. The most widely used and accepted approach to meeting the “rough proportionality” criterion is to assume that new residents will require the same level of service as existing residents in the community. This approach has been used to calculate the dedication requirement in the proposed revised ordinance.

### **Implications of not revising the Dedication requirement.**

The population projections for College Station which are the basis for the revised fee calculations used in the ordinance, are shown in Attachment 1. One consequence of the ongoing rapid growth of College Station is the need for future major investment both in new parks land and in new amenities on those lands. The magnitude of this investment is projected in Attachment 2. It shows that based on the city’s best estimate of population

growth in the next 10 years, an investment for neighborhood and community parks of \$26 million will be needed merely to maintain the city's current level of service. This investment **will not increase** the quality of life for existing College Station residents.

Attachment 3 shows that the existing ordinance requirements are likely to raise approximately \$8 million of the \$26 million, leaving a residual of approximately \$18 million to be funded by existing taxpayers over the next 10 years. These costs reflect only “basic” facilities and infrastructure amenities in community parks. Residents will be expected to pay for any active recreation amenities in these community parks, such as athletic fields, swimming pools, tennis courts, recreation centers, etc., through bond referenda. The proposed revised ordinance requirements have been calculated to produce this approximately \$18 million so existing taxpayers do not have to subsidize this growth and be burdened with being taxed to meet these costs.

There appear to be three broad courses of action available to the city:

- (i) Accept a lower level of investment and, thus, a reduction in the prevailing level of neighborhood and community park amenities. This would result in a coincident deterioration in the quality of life offered by the community and, thus, make it more difficult to attract high quality, high paying businesses which would enhance the city's tax base.
- (ii) Leave the existing ordinance requirements unchanged and ask residents to raise their taxes by approximately \$18 million in the next 10 years to retain the current level of service.
- (iii) Implement the recommendations proposed in the revised ordinance so the current level of park amenities can be retained without burdening existing city residents with higher taxes.

### **Increases in Cost of Services**

In the past two decades, many communities have undertaken fiscal impact analyses designed to identify the costs and revenues associated with different types of development (residential, commercial/industrial, farm, forest/open space. A recent review of 98 studies done by over 50 different researchers in 21 different states reported that for every \$1 million received in revenues from residential developments, the median cost to serve them was \$1.16 million. The costs referred to those incurred by all local public taxing entities (e.g. city, county and school district). Among those 98 communities, there was not a single instance where taxes from residential development were sufficient to cover the costs of servicing those residents.

In the early 1990s, Mr. Jim Calloway, who was College Station's Planning Director, informed the council that an analysis he had done indicated the “break-even point” in College Station was approximately \$140,000. That is, homes appraised at a lower amount cost more to service than they generated in taxes, while homes exceeding that value were “profitable” to the community. Given inflation over the past 15 years, this break-even point will now be higher – say \$250,000. (“Empty nesters” are a niche

population cohort for whom the break-even value will be substantially lower because they have no children in public schools).

Thus, even if new development pays the capital costs associated with meeting its need for new park amenities, it is possible that College Station taxpayers will continue to subsidize new development.

# ATTACHMENT 1

## College Station Population Assumptions:

1. The population estimates and projections used in Attachments 1 and 2 were provided by the Planning and Development Services Department.

There are two sources available for estimating the current population:

- (i) Residential Certificates of Occupancy that are issued by the city each month. This approach estimates the city's current population at 82,337. Development Services notes these "numbers are a pretty high estimate all things considered."
- (ii) The Census Bureau which collects building permit data. This approach estimates the city's current population is 72,186. Development Services believes "they underestimate the growth that's happening here."

Given these parameters, the numbers in Attachments 1 and 2 are based upon a population of 77,000 which is the mid-point between these high and low estimates

2. The Planning and Development Services' estimate of the city's 2015 population are:

Low: 95,000

Medium: 117,000

High: 142,000

The medium projection of 117,000 was used for the calculations in Attachments 1 and 2, suggesting that the increase in the city's population will be 40,000 (117,000 – 77,000) by 2015.

3. The existing ratio between multifamily and single family dwellings is 56:44. Planning and Development Services anticipate that future development is likely to be closer to 50:50. Hence, the 50:50 ratio was used in Attachments 2 and 3.

## ATTACHMENT 2

**Estimate of 10 Year Capital Cost requirements for Neighborhood and Community Parks (Based on a projected increase of 40,000 population by 2015 while maintaining current levels of service).**

### **New Neighborhood Parks:**

- Current level of Service = 1 acre per 276 people
  - $40,000/276 = 145$  acres
  - 145 acres @ \$20,000 per acre \$2,900,000
  - Average park size of 8 acres means 18 new parks @ 576,000 each for improvements. \$10,368,000
- \$13,268,000

### **New Community Parks:**

- Current level of service = 1 acre per 285 people
  - $40,000/285 = 140$  acres
  - 140 acres @ \$20,000 per acre \$2,800,000
  - 4 new parks @ \$2.5 million each for “basic infrastructure” \$10,000,000
- \$12,800,000

**Total Estimated Capital Cost for 2006-2015 period \$26,068,000**

### ATTACHMENT 3

**Revenue projections from Land Dedication Ordinance  
(Based upon 40,000 additional population with equal amount of single family & multi-family dwelling units)**

**Existing Ordinance Requirements:**

Single Family: $20,000/2.80 = 7,142$ Dwelling Units	
7,142 DU x \$556 =	\$3,971,000
Multi family: $20,000/2.25 = 8,890$ Dwelling Units	
8,890 DU x \$452 =	\$4,018,000
<b>Total Revenue</b>	<b>\$7,989,000</b>

**Proposed New Ordinance Requirements**

Single Family: 7,142 DUs x \$1,782 (859 + 923)	\$12,727,000
Multi Family: 8,890 DUs x \$1,448 (698 + 750)	\$12,878,000
<b>Total Revenue</b>	<b>\$25,605,000</b>

-----

If the proposed new ordinance requirements are not implemented and the existing ordinance requirements are retained, **then College Station residents may be taxed an additional \$17,616,000 in the next 10 years in order to maintain the current levels of park service.**

## **SECTION IV. AREA AND FACILITY CONCEPTS AND STANDARDS**

### **A. Standards**

To determine the appropriate amount and type of park land for College Station, this Master Plan utilizes standards developed by the National Recreation and Park Association (NRPA), an independent, nonprofit organization which is the field's professional organization with a membership of over 23,000. Two of NRPA's publications, the 1983 *Recreation, Park and Open Space Standards and Guidelines*, and the 1996 *Park, Recreation, Open Space and Greenway Guidelines*, were consulted in the preparation of area and facility concepts and standards for College Station. As described below, NRPA's 1983 publication included specific acreage recommendations for various types of parks, although its 1996 guidelines encouraged more flexibility in both size and design in line with unique local factors and desires.

### **B. Local Adaptation ~ Influences**

The city government is the primary provider of parks and public open space in College Station. Park and open space needs are most heavily influenced by the expectations of College Station residents for high quality park services, although the location of Texas A&M University within city limits, the availability to the general public of park and recreation facilities owned by the College Station Independent School District, and the city's immediate proximity to the City of Bryan, are also important factors. Residential and traffic patterns, road access, convenience, and the availability of land also impact the city's provision of park land.

Many of the park, recreation, and open space needs of Texas A&M students, faculty, and staff are met on campus via ballfields, sports courts, a new recreation center, and passive open spaces. The University also operates Hensel Park within city limits, which is a joint-use facility for students and College Station residents. However, it cannot be assumed that all of the university-related park and open space needs are being met on campus due to the distribution of university students, faculty, and staff throughout the area, and the demand for organized athletic leagues within the city.

The proximity of College Station to the City of Bryan also impacts the provision of park, recreation, and open space services and facilities in College Station. Evidence from registrations in College Station's sports leagues suggests that many of the park and recreation needs of Bryan residents are not being met by their city government, and some are choosing to utilize facilities and services available in College Station. This potential impact of Bryan residents, however, is not considered to be as significant as the impact of Texas A&M students, faculty, and staff.

## C. Area and Facility Concepts

NRPA's classification table for park, open spaces, and pathways has been adapted to reflect the existing inventory of park property in College Station and anticipated future needs. The categories of parks, open space, and pathways which are applicable to College Station are:

**Mini-park.** A mini-park is used to address limited, isolated, or unique recreational needs. Many school and church playgrounds often serve as de facto mini-parks. NRPA recommends that mini-parks be between 2,500 square feet and one acre in size, although technically, any park smaller than five acres would be considered a mini-park. The City of College Station currently has six developed mini-parks totaling 10.87 acres and one undeveloped park at 3.21 acres (see **Table 4, page IV-3**). However, the Parks and Recreation Board has established a policy not to develop mini-parks under five acres in the future. Almost all of these parks were created by dedications from developers and the limited use and effectiveness of parcels under five acres does not justify the costs associated with their maintenance and operations. As such, unless circumstances warrant otherwise, no parks under five acres will be established in the future.

**Neighborhood Park.** This category serves as the recreational and social focus of a neighborhood, permitting both active and passive uses. NRPA recommends that neighborhood parks should be a minimum of five acres, with five to ten acres optimal. College Station currently has 26 neighborhood parks totaling 233.82 acres (see **Table 4, page IV-3**). Because the city's policy is to provide for activities that focus on youth and families (such as soccer, softball, and baseball, which necessitate large playing fields), neighborhood parks in College Station are generally 5 to 15 acres in size.

**Community Park.** Community parks focus on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces. In serving multiple neighborhoods, they provide many of the same types of facilities as neighborhood parks with the possible addition of swimming pools and community centers. While NRPA acknowledges that the size of community parks should be determined by desired usage, in general they should be between 30 and 50 acres. College Station currently has eight community parks totaling 283.95 acres - Central, Bee Creek, Hensel, Thomas, Southwood, Tarrow, Wolf Pen Creek, and Southeast (see **Table 4, page IV-3**). Southeast Park, the newest community park of 62 acres, was purchased in 2001 to serve the future needs of south College Station. In general, community parks in the city will be 40-50 acres and serve one park zone.

**Regional Natural Park.** Regional parks serve entire cities or regions. Activities available in regional parks may include picnicking, boating, fishing, swimming, camping, trail use, golfing, etc. Regional parks tend to be large (over 200 acres) and because of their nature, are usually not figured into the "core" park land provided by a city. College Station currently has one, 515.5-acre natural area, regional park site - Lick Creek Park (see **Table 4, page IV-3**). Of note, there are no state or national parks within a twenty-mile radius of the city.

**Regional Athletic Park.** Athletic or sports complexes typically consolidate heavily programmed athletic facilities for activities such as softball, baseball, and soccer into a few strategically located sites throughout the community. The location of these facilities is important due to the traffic, lighting, and noise that are often associated with them.

**TABLE 4***College Station Park System - Classification & Acres*

<b>PARK *</b>	<b>ZONE</b>	<b>MINI</b>	<b>NEIGHBORHOOD</b>	<b>COMMUNITY</b>	<b>REGIONAL</b>
ANDERSON	6		8.94		
BEE CREEK	6			43.50	
BILLIE MADELEY	2		5.14		
BRISON	6		9.20		
BROTHERS POND	5		16.12		
CASTLEGATE	13		4.35		
CENTRAL	3			47.20	
CY MILLER	3	2.50			
EASTGATE	2	1.80			
EDELWEISS	5		12.30		
EDELWEISS GARTENS**	10		7.74		
EMERALD FOREST	8		4.59		
GABBARD	6		10.70		
GEORGIE K. FITCH	5		11.30		
HENSEL (TAMU)*	1			29.70	
JACK & DOROTHY MILLER	5		10.00		
LEMON TREE	6		15.40		
LICK CREEK**	11				515.5
LION'S	2	1.50			
LONGMIRE	5		4.16		
LUTHER JONES	6	1.80			
MERRY OAKS	2		4.60		
OAKS	2		7.50		
PARKWAY	2	1.90			
PEBBLE CREEK	11		10.20		
RAINTREE	4		13.00		
RICHARD CARTER	2		7.14		
SANDSTONE	8		15.21		
SHENANDOAH**	10		12.10		
SOUTHEAST**	9			62.00	
SOUTHWEST**	6		4.78		
SOUTHWOOD	5			44.70	
STEEPLECHASE**	5		9.0		
THOMAS	2			16.10	
UNIVERSITY**	2		10.20		
VETERANS	4				150.00
W.A. TARROW	6			21.26	
WESTFIELD**	10		4.29		
WINDWOOD	4	1.37			
WOLF PEN CREEK	3			19.49	
WOOD CREEK	8		6.60		
WOODLAND HILLS**	9	3.21			
WOODWAY**	7		9.26		
<b>TOTAL ACRES</b>		<b>14.08</b>	<b>233.82</b>	<b>283.95</b>	<b>665.50</b>
<b>UNDEVELOPED (10 Park Sites)</b>		<b>3.21</b>	<b>57.37</b>	<b>62.00</b>	<b>515.50</b>
<b>DEVELOPED (33 Parks)</b>		<b>10.87</b>	<b>176.45</b>	<b>221.95</b>	<b>150.00</b>
<b>TOTAL PARK ACRES = 1,197.35</b>		<b>DEVELOPED = 559.27</b>		<b>UNDEVELOPED = 638.08</b>	
OTHER SITES: Cemetery - 18.5 Acres and Conference Center - 2.3 (both in Zone 6) = 20.8 Acres					

*\* Texas A&M ownership \*\* Undeveloped sites (2002)*

*See Map C, page I-12, for location of parks.*

Southwood Athletic Park, a community park located in Zone 5, is College Station's first developed athletic complex, however, funds were provided in a 1995 bond election to purchase 150 acres for a regional athletic park. In August 1998, a site located east of Highway 6 bypass and between State Highway 30 and Farm to Market Road 60 (see page I-9) was purchased for the new complex. In November 1998, the City Council approved "Veterans Park and Athletic Complex" as the official name of this new site. In the 1998 bond issue, voters approved \$2.038 million for the first phase of development. Additional funding approved by the City Council allowed the development of six soccer fields and two softball fields. The construction was completed in the fall of 2002, with use to begin in 2003. Future phases have been identified and with implementation determined by the athletic needs of the community and funding availability.

**Recreation & Community Centers.** Recreation and Community Centers typically provide facilities for a range of recreation needs, such as gymnasiums, group activity rooms, and swimming pools. College Station currently has one 27,200 square foot recreation/community center (Lincoln Center), which is utilized for youth activities and programmed indoor sport recreational programs. In addition, the Parks and Recreation Department inventory includes a Conference Center and a 4,000 square foot Teen Center. The city government intends to continue its existing policy of utilizing multi-purpose buildings at schools for public indoor recreation programs, but may need to provide additional public recreation centers in the future as the city expands.

**Greenways.** Greenways tie park system components together to form a continuous park environment. As such, their size varies considerably depending on the terrain and distance between park segments. College Station has developed a Greenways Master Plan for the identification and use of selected portions of the 100-year floodplain and other areas to provide linkages between parks, schools, homes, and businesses. In 1998, \$3.64 million was approved in a bond election to begin acquisition of greenways throughout the city. The Greenways Master Plan was illustrated in **Map D (page I-10)**.

**Facilities.** Park, recreation, and open space facilities include play units, sand volleyball courts, basketball courts, tennis courts, swimming pools, recreation centers, teen centers, baseball fields, adult and youth softball fields, adult and youth soccer fields, football fields, pavilions, gazebos/shelters, ponds, jogging/walking trails, exercise stations, and nature trails. A complete inventory and description of these facilities is included in **Section V**.

#### **D. Area Guidelines and Standards**

NRPA's 1996 guidelines shifted away from setting park land dedication standards, preferring instead to recommend flexibility in order to accommodate the unique circumstances and situations that can and do arise in every community.<sup>1</sup> As a result of policy reviews and public dialogue carried out in connection with the development of this Master Plan, a number of changes have been made in the park, recreation, and open space standards described in the city's 1997 Comprehensive Plan. For example, as indicated above, College Station's Parks

---

<sup>1</sup>Mertes, J.D., and Hall, J.R. (1996). Park, Recreation, Open Space and Greenway Guidelines. National Recreation and Park Association, p. 53.

and Recreation Board has decided that parks less than five acres (mini-parks) will generally not be created.

**Neighborhood Parks.** Established principally through the Land Dedication Ordinance, neighborhood parks are an important priority for the city due to existing residential development patterns. After considering a wide range of information and public input concerning the development of this Master Plan, the Parks and Recreation Board established a standard of 3.5 acres per 1,000 population for neighborhood parks. This was formalized through the council approval of the revised ordinance in 1998. The ordinance was reviewed and revised in January 2002, and still uses the standard adopted in 1998. Based upon the current 247.90 acres, (this includes mini-parks) the existing ratio is slightly higher at 4.16 acres per 1,000 population (**see Section VI**), and residents have indicated that they are satisfied (**see Table 3, page III-4**).

**Community Parks.** Also as a result of the Master Plan process, the Parks and Recreation Board has established a standard of 3.5 acres per 1,000 population for community parks. Based upon the current 283.95 acres, the existing ratio is 4.76 acres per 1,000 population, and residents have indicated their satisfaction with it. Combined with neighborhood parks, the total ratio of neighborhood plus community parks per 1,000 population is therefore 8.92 acres, which falls within NRPA's previous recommendation of 6.25 to 10.5 acres of park land per 1,000 population.<sup>2</sup> College Station's goal is to provide one community park within each of the sixteen park zones.

Some existing community parks in College Station serve neighborhood as well as community recreational needs due to their location and facilities. Likewise, some community needs, such as practice fields, are met in the larger neighborhood parks.

**Regional Parks/Athletic Complexes.** In addition to the Southwood Park Athletic Complex, College Station currently has two regional parks. Lick Creek Park, an undeveloped natural park, and the 150-acre Veterans Park and Athletic Complex. As mentioned previously, the November 1998 bond issue included funds to begin development of these parks. The first phase of development of Veterans Park was completed in fall 2002. Lick Creek Park development is scheduled to begin in 2003.

**Recreation/Community Centers.** College Station currently has one recreation/community center (Lincoln Center), one conference center that is used for meetings, and a Teen Center. Rather than setting a standard for the provision of these centers, the Parks and Recreation Board intends to continue its existing policy of utilizing multi-purpose buildings at schools for recreation centers. However, due to design and schedule limitations, these frequently do not function as full service recreation facilities. New facilities are needed, for example, east of Texas Avenue and south of Harvey Mitchell Parkway (FM2818) in order to meet current demand. The need for additional recreation/community centers will be assessed on an on-going basis.

**Greenways.** In College Station, the designation of greenways - a high priority for the next ten years - is driven by flood plain considerations and a desire to maintain a natural

---

<sup>2</sup>National Park and Recreation Association (1983). Recreation, Park and Open Space Standards and Guidelines.

environment where possible. Their provision is a resource-driven, as opposed to a standard-based, decision (**see Section VI**). The City Council appointed a special Greenways Implementation Task Force comprised of 11 citizens to develop a master plan for greenways in the community. The Greenways Master Plan, approved by the City Council, defines greenways, identifies current resources, provides a classification system for greenways in College Station, establishes priorities for acquisition, and suggests guidelines for their development and maintenance.

## **E. Facility Guidelines and Standards**

In its 1996 Park, Recreation, Open Space and Greenway Guidelines, NRPA recommends that the provision of park facilities be based upon citizen desires and specific regional needs. In College Station, facility needs are also determined by the city's desire to attract local, state, regional, and national sports tournaments in order to spur economic development.

The provision of some park, recreation, and open space facilities in College Station is standard based. As a point of departure, these standards may be modified according to local needs and desires identified during the development of individual park site plans. The following facilities are typically included in College Station parks:

**Neighborhood Parks.** Basketball courts, benches, play units, walking paths, shelters, picnic units, trees, and sand volleyball courts.

**Community Parks.** Basketball courts, tennis courts, restrooms, group pavilions, parking areas, trails, trees, and competition athletic fields.

The provision of other recreation, park, and open space facilities in College Station is demand based, as discussed in **Section VI** of this Master Plan. Specifically, additional competition athletic fields (soccer, softball, baseball, and football), swimming pools, recreation centers, and teen centers will be provided as needed to meet the needs of the resident population and to facilitate economic development by attracting local, state, regional, and national sports tournaments. Additional swimming pools will be provided when demand exceeds capacity, although community parks in new growth areas may include both a swimming pool and a recreation center to meet anticipated needs.

The provision of nature trails is generally resource-based. Nature trails will be developed as part of the city's Greenways Master Plan.

Greenways protect natural habitats and provide pedestrian linkages for residents to travel between neighborhoods, schools, parks, and other key community resources.

The College Station Greenways Master Plan identifies potential greenways, establishes classifications, and lists priorities for acquisition and development. Initial acquisition funding of \$3.5 million was approved by the voters in the 1998 bond election.



**AGENDA**  
**Parkland Dedication Focus Group**  
**Planning and Zoning Commission**  
**Parks and Recreation Advisory Board**  
**Comprehensive Plan Advisory Committee**  
**Friday, February 9, 2007**  
**11:00 a.m. to 1:00 p.m.**  
**College Station Conference Center**  
**1300 George Bush Drive, Room 101**  
**College Station, Texas**

**Members Present:** Jodi Warner, Chair; Gary Erwin; John Crompton; Gary Thomas; Kathleen Ireland;

Members Absent: Harry Green; Jody Ford

Staff Present: Steve Beachy, Director,

1. Jodi Warner called to order the meeting of the Parks & Recreation Advisory Board at 11:20 a.m. There was no quorum of the Comprehensive Plan Advisory Committee or the Planning & Zoning Commission, present.
2. One request for absence had been submitted by Jody Ford. Joan Perry moved to approve the absence request. Gary Erwin seconded the motion. All were in favor and the motion passed unanimously.
3. Presentation and discussion regarding recommendations related to changes to the Parkland Dedication Ordinance.

Steve gave a brief presentation (attached) after which the meeting was opened for questions and comments were taken.

Andrew Burleson (CPAC)

Hugh Stearnes

David Hart (CPAC) an incentive for infill and redevelopment – a way to reduce those fees. SB – that has not been considered at this point,

Crompton growth has not

Steve Arden – Edelweiss Estates we need to back off and not focus so much on this issue at this time. 30% of homes built now are built outside city limits. I'm afraid that this increase will increase the driving of potential tax revenue outside the city limits. Not appropriate for new residents to build community parks. Please don't add such a burden that it forces people outside the city limits.

Crompton Issue of community parks has changed. When we were a smaller city. It does make sense that new residents should pay for it and that growth itself. People in northgate are not going to go to southwood –its going to

Larry marriott - concerns over the increase of the dedication but also the build ord implemented in the recent past. These costs keep being passed on it raises the cost of the home.

Jodi W – developed parks increase the cost of a home. Right now fees do not cover the dev of parks. We want to dev these parks on a timely basis. This change will hopefully speed up the cost of development and increase the cost of the home.

When new people move in they do decrease the level of service the current residents receive and should be made to pay for the increase in quality of service. Maybe its okay If it deters people from moving here it helps retain the quality of life.

Tom Taylor

Bo Miles even though the fees are hard to swallow, we do enjoy the parks.

Sb we are playing catch up

Steve arden don't understand why multifamily fee is less than single family – should incur the paying of the fee up front.

David Hart fees single family versus multifamily. Have at least 2 fees for multifamily single family density 2.8 persons per household.

Hugh Lindsay (CPAC)

Hillary Jessup

Joan perry annexation is inevitable.

Thank you adjourn at 12:45 gary moved katleen seconded.



**PARKS AND RECREATION ADVISORY BOARD  
MINUTES**

**SPECIAL MEETING  
Comprehensive Plan Review  
Noon, Thursday, February 22, 2007  
The College Station Conference Center  
1300 George Bush Drive, Room 105 ♦ College Station, Texas**

---

**Staff Present:** Ric Ploeger, Assistant Director and Pamela Springfield ~ Parks and Recreation Department; Lance Simms, Acting Planning & Development Services Director; Jennifer Prochazka, Ken Fogle, Jennifer Reeves, Lindsay Boyer, Molly Hitchcock, and Chrissy Hartl ~ Planning & Development Services Department; Terry Childers, Deputy City Manager

**Members Present:** Jodi Warner, Chair; Gary Erwin; Harry Green; Shawn Rhodes; Kathleen Ireland; Joan Perry

**Staff Absent:** John Crompton; Jody Ford; Gary Thomas

**Visitors Present:** Brett Keast, Kendig Keast Collaborative; Bobby Miksch, Aggieland Automotive; Derek Dictson, Planning & Zoning;

1. **Call to order.** Jodi Warner, Chair, called the meeting to order at 12:04 p.m.
2. **Pardon and possible action concerning requests for absences of members.** Requests for absence had been submitted from three members – John Crompton, Gary Thomas, and Jody Ford. Gary Erwin moved to accept the requests submitted; Shawn Rhodes seconded the motion, and the vote was called. All were in favor and the requests were unanimously approved.
3. **Presentation, possible action, and discussion regarding recommendations related to the Parkland Dedication Ordinance and the Comprehensive Plan.** Eric Ploeger made a brief presentation in order to give Brett Keast, the Comprehensive Plan consultant, an idea of the changes being proposed to the Park Land Dedication Ordinance. Mr. Keast also gave a presentation. He explained that there were alternative ways to accomplish the mission through changes to the zoning/subdivision ordinance, which would embed open space into every development (that would extend to the ETJ, while giving the developer options. Discussion followed.  
No action was required on this item.
4. **Adjourn.** Kathleen Ireland made a motion to adjourn the meeting. Gary Erwin seconded the motion. The vote was called. All were in favor and the meeting adjourned at 1:28 p.m.

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

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 10, "PARK LAND DEDICATION", BY ADDING REQUIREMENTS FOR COMMUNITY PARKS, INCREASING FEES, BASING FEES ON APPRAISED VALUES, EXTENDING PARK LAND REQUIREMENTS INTO THE ETJ; 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 9, "Subdivisions", 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 January 1, 2008.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

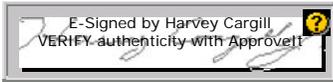
ATTEST:

APPROVED:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:



\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT "A"**

That Chapter 9, "Subdivisions", of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

1. By amending SECTION 10: "Requirements for Park Land Dedication" by deleting the entire section and substituting the following:

**SECTION 10: Requirements For Park Land Dedication****10-A Purpose**

This section is adopted to provide recreational areas in the form of neighborhood and community park facilities as a function of subdivision and site development in the City of College Station and its Extra-Territorial Jurisdiction (ETJ). This section is enacted in accordance with the home rule powers of the City of College Station, granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 (Vernon 1999; Vernon Supp. 2004-2005) as amended from time to time.

It is hereby declared by the City Council that recreational areas in the form of neighborhood and community parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood and community parks is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.

Neighborhood parks are those parks providing for a variety of outdoor recreational opportunities and located within convenient distances from a majority of the residences to be served thereby. The park zones established by the Parks and Recreation Department and shown on the official Parks and Recreation map for the City of College Station shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of neighborhood parks should be borne by the ultimate residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities.

Community parks focus on meeting community-based recreation needs, as well as preserving attractive landscapes and open spaces. In general they are likely to be 25-70 acres in size and one community park is likely to meet the community-based needs of those residing in one park zone. In serving multiple neighborhoods, community parks provide many of the same facilities as neighborhood parks with the possible addition of amenities that are designed to serve a larger catchment population such as swimming pools and athletic facilities.

Therefore, the following requirements are adopted to effect the purposes stated above and shall apply to any land to be used for residential purposes:

### 10-B General Requirements

The City Manager or his designee shall administer this Section 10, Requirements for Park Land Dedication with certain review, recommendation and approval authorities being assigned to the Planning and Zoning Commission and the Parks and Recreation Advisory Board as specified herein.

Dedications shall cover both land acquisition and development costs for neighborhood and community Park Land for all types of residential development. Dedications shall be based on actual dwelling units for the entire development. Increases or decreases in final unit count prior to final plat will require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate additional Park Land shall be dedicated in accordance with the requirements in this Section 10 with the filing of a final plat.

The methodology used to calculate fees and land dedications is attached hereto as Appendix I and incorporated and made a part of this ordinance for all purposes.

Fees paid under this Section may be used only for development or acquisition of neighborhood and community parks located within the same Zone as the development.

#### 1. Land Dedication

For residential developments the area of land to be dedicated for neighborhood and community Park Land purposes shall be determined by the procedures described in Appendix I.

The total amount of land dedicated for the development shall be dedicated in fee simple by plat:

- a. Prior to the issuance of any building permits for multi-family development,
- b. Concurrently with the final plat for a single phase development,
- c. For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or
- d. The developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount of the appraised value of the Park Land.

The amount of the financial guarantee is calculated by multiplying the number of acres of Park Land required to be dedicated by the appraised fair market value of an acre of land in the proposed subdivision. As determined by an appraisal that has been prepared no more than six (6) months prior to the master plan application for the proposed subdivision, or preliminary plat if a master plan is not required. The appraised fair market value of an acre of land in the subdivision is calculated by dividing the fair market value of the land in the subdivision by the number of acres in the subdivision. To make this calculation, the subdivider, at his/her expense must show the current fair market value of the land as determined by a qualified real estate appraiser. If the City so elects, it also may

employ a qualified real estate appraiser to determine the current fair market value of the land.

In the case of subdivisions where fewer than twenty (20) dwellings are to be constructed, the records of the tax appraisal district shall be considered to be the current fair market value of the land. However, if either the City or the developer considers the tax appraisal district's valuation of the land to be unacceptable, then the objecting party, at its expense, may employ a qualified real estate appraiser to determine the current fair market value of the land.

The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land.

## 2. Fee in Lieu of Land

The amount of the Fee-in-Lieu of Land ("Fee") shall be set at an amount sufficient to cover the costs of the acquisition of neighborhood and community Park Land.

A landowner may elect to meet the requirements of Section 10.B.1, in whole or in part, by paying a fee in the amount set forth in Appendix I. Before making this election, for any required dedication greater than three (3) acres, or for any development containing floodplain or greenway, the landowner must:

- a. Obtain a recommendation from the Parks and Recreation Advisory Board, and
- b. Obtain approval from the Planning & Zoning Commission pursuant to the Plat Approval Procedures in Article 3.3 of the Unified Development Ordinance.

For neighborhood or community Park Land, the fee shall be calculated using the procedure described in section 10.B.1d to value the land, and the procedure shown in Appendix I to calculate the total amount of the fee which shall be remitted:

- Prior to the issuance of any building permits for multi-family development; or
- Upon submission of each final plat for single family, duplex or townhouse development.

Fees may be used only for acquisition or development of a neighborhood or community park facility located within the same Zone as the development.

The City Manager or his designee is authorized to accept the Fee for dedications of fewer than three (3) acres where:

- There is a sufficient amount of Park Land existing in the park zone of the proposed development or
- The proposed dedication is insufficient for a Neighborhood Park site under existing park design standards.

This determination shall be made based on the Recreation, Park & Open Space Master Plan, as amended from time to time.

### 3. Park Development Fee

In addition to the land dedication, there shall also be a fee established that is sufficient to develop the land to meet the Manual of Park Improvements Standards to serve the zone in which such development is located. This fee and the estimate of neighborhood and community park improvement costs shall be computed as shown in Appendix I. The total fee shall be paid upon submission of each final plat or upon application for a building permit, whichever is applicable.

### 4. Park Development Option in Lieu of Fee

A landowner may elect to construct the neighborhood park improvements in lieu of paying the Park Development Fee under the following terms and conditions:

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted to the City Manager or his designee for review. A site plan approved by the Director of Parks and Recreation and Parks and Recreation Advisory Board is required upon submission of each final plat or upon application for a building permit, whichever is applicable.
- b. Within twelve (12) months from the date of said submission or application the landowner shall submit detailed plans and specifications in compliance with the site plan to the City Manager or his designee for review and approval.
- c. All plans and specifications shall meet or exceed the Manual of Park Improvement Standards in effect at the time of the submission.
- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post Payment and Performance Bonds to guarantee the payment to subcontractors and suppliers and to guarantee Developer completes the work in accordance with the approved plans, specifications, ordinances, other applicable laws and that City has issued a Certificate of Completion for the improvements.
- e. The construction of all improvements must be completed within two (2) years from the date of the approval of the plans and specifications. A final, one-time extension of twelve months may be granted by the Administrator upon demonstration that said improvements are at least 50% constructed.
- f. Completion and Acceptance – Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:
  - i. Improvements have been constructed in accordance with the Approved Plans,
  - ii. All Park Land upon which the improvements have been constructed has been dedicated as required under this ordinance and
  - iii. All manufacturers' warranties have been provided for any equipment.

- g. Upon issuance of a Certificate of Completion, Landowner warrants the improvements for a period of one (1) year as per the requirements in the Manual of Park Improvements Standards.
- h. The developer shall be liable for any costs required to complete park development if:
  - i. Developer fails to complete the improvements in accordance with the Approved Plans
  - ii. Developer fails to complete any warranty work

#### 5. Reimbursement for City Acquired Park Land

The City may from time to time acquire land for parks in or near an area of actual or potential development. If the City does acquire park land in a park zone, the City may require subsequent Park Land dedications for that zone to be in Fee-in Lieu-of-Land only. This will be to reimburse the City for the cost(s) of acquisition. Once the City has been reimbursed entirely for all such Park Land within a park zone, this Section shall cease to apply.

#### 10-C Prior Dedication or Absence of Prior Dedication

If a dedication requirement arose prior to enactment of this Section 10, that dedication requirement shall be controlled by the ordinance in effect at the time such obligation arose, except that additional dedication shall be required if the actual density of structures constructed upon property is greater than the former assumed density. Additional dedication shall be required only for the increase in density and shall be based upon the ratio set forth in Section 10.B. (Credit shall be given for land dedicated or fees paid pursuant to prior Park Land Ordinance Nos. 690, 983 or 2546.)

#### 10-D Comprehensive Plan Considerations

The Recreation, Park and Open Space Master Plan is intended to provide the College Station Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs. The Plan will also be used to locate desirable park sites before development occurs, and those sites may be acquired by the City or received as donations.

Park Zones are established by the City's Comprehensive Plan, in the Park and Open Space element and are configured to indicate service areas for neighborhood parks. Zone boundaries are established that follow key topographic features such as major thoroughfares, streams, city limit and ETJ boundary lines. The Park Zones are shown in Appendix II. Community Park Districts are formed by aggregating multiple Park Zones and are shown in Appendix III. Park Zones and Districts may be created or amended by the Recreation, Park and Open Space Master Plan as dedications or circumstances dictate.

#### 10-E Special Fund; Right to Refund

1. All Park Land fees will be deposited in a fund referenced to the park zone or community park district involved. Funds deposited into a particular park zone fund or community park district may only be expended for land or improvements in that zone or district.
2. The City shall account for all fees-in-lieu-of land paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within five (5) years from the date received by the City for acquisition and/or development of a neighborhood or community park as defined herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

#### 10-F Park Land Guidelines and Requirements

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for organized recreational activities.
3. Land in floodplains or designated greenways will be considered on a two for one basis. Two acres of floodplain or greenway will be equal to one acre of Park Land
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage both shared facilities and the potential co-development of new sites.
5. Neighborhood and community park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located so that users are not required to cross arterial roadways to access them.
6. Sites should have existing trees or other scenic elements.

7. Detention / retention areas will not be accepted as part of the required dedication, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention / retention area design must be approved by the City Manager or his designee and must meet specific parks specifications in the Manual of Park Improvements Standards.
8. Where park sites are adjacent to Greenways, Schools existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
9. It is desirable that fifty percent (50%) of the perimeter of a park should abut a public street.

#### 10-G Consideration and Approval

Any proposal considered by the Planning and Zoning Commission under this Section shall have been reviewed by the Parks and Recreation Advisory Board or the City Manager or his designee as provided herein, and a recommendation given to the Commission. The Commission may make a decision contrary to the recommendation by a majority vote.

#### 10-H Review of Land Dedication Requirements and Dedication and Development Fee

The City shall review the Fees established and amount of land dedication required at least once every three (3) years. The City shall take into account inflation as it affects land acquisition and park development costs as well as changes in the City's existing level of service. Fees are authorized to be set by resolution of the City Council.

#### 10-I Warranty Required:

All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

This warranty is in addition to any rights or warranties expressed or implied by law.

Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.

This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Ordinance.

**Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment,

or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, Developer shall promptly correct the defective work at no cost to the City.

During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this code of ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

If within twenty (20) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.

The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.

The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

**APPENDIX I  
PROPOSED PARK LAND DEDICATION FEE METHODOLOGY**

**NEIGHBORHOOD PARK REQUIREMENTS**

**I. Land Requirements for Neighborhood Parks**

The current level of service is one (1) acre per 276 people.

**2006** Total Population - 77,261.

2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi-Family based on Census information for owner and renter occupied units.

<b><u>Single Family</u></b>	<b><u>Multi-Family</u></b>
276 people / 2.80 PPH = 98 DUs	276 people / 2.28 PPH= 121 DUs
1 Acre per 98 DUs	1 Acre per 121 DUs

**II. Neighborhood Park Acquisition Costs (Determines Fee in Lieu of Land)**

*Illustrative One (1) acre costs \$20,000 to purchase. (The actual cost is based on the current fair market value of the land.)*

<b><u>Single Family</u></b>	<b><u>Multi-Family</u></b>
\$20,000 /98 DUs = \$204 per DU	\$20,000 / 121 DUs = \$165 per DU

**III. Neighborhood Park Development Costs (Determines Fee for Development)**

- The cost of improvements in an average Neighborhood Park in College Station is \$516,450.<sup>a</sup>
- One Neighborhood Park serves 2,207 people, based on a total city population of 77,261 being served by 35 parks (count includes neighborhood parks and 6 mini parks).
- It costs \$234 per person to develop an average intergenerational neighborhood park.

cu\c:\docume~1\chooks~1\cst\locals~1\temp\5 proposed ordinance with appendix i fee.doc  
8/17/07

**Single Family**  
 \$234 x 2.80 PPH = \$655 per DU

**Multi-Family**  
 \$234 x 2.28 PPH = \$533 per DU

**IV. Total Neighborhood Park Fee (*Illustrative: (This will vary according to the current value of the tract of land.)*)**

**Single Family**  
 \$204 + \$655 = **\$859**

**Multi-Family**  
 \$165 + \$533 = **\$698**

**COMMUNITY PARK REQUIREMENTS**

**I. Land Requirements for Community Parks**

The current level of service is one (1) acre per 285 people.

**2006 Total Population – 77,261**

2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi-Family based on Census information for owner and renter occupied units.

**Single Family**  
 285 people / 2.80 PPH = 101 DUs  
 1 Acre per 101 DUs

**Multi-Family**  
 285 people / 2.28 PPH= 125 DUs  
 1 Acre per 125 Dus

**II. Community Park Acquisition Costs (Determines Fee in Lieu of Land)**

*(Illustrative) One (1) acre costs \$20,000 to purchase. (The actual cost is based on the current fair market value of the land.)*

**Single Family**  
 \$20,000 / 101 DUs = \$198 per DU

**Multi-Family**  
 \$20,000 / 125 DUs = \$160 per DU

**III. Community Park Development Costs (Determines Fee for Development)**

- The cost of providing basic infrastructure improvements in an average Community Park in College Station is \$2.5 million.<sup>b</sup>
- One Community Park serves 9,658 people, based on a total City population of 77,261 being served by eight (8) community parks.

cu\c:\docume~1\chooks~1\cst\locals~1\temp\5 proposed ordinance with appendix i fee.doc  
 8/17/07

- It costs \$259 per person to develop an average community park.

**Single Family**  
\$259 x 2.80 PPH = \$725 per DU

**Multi-Family**  
\$259.00 x 2.28 PPH = \$590 per DU

**IV. Total Community Park Fee** (*Illustrative: This will vary according to the current fair market value of the tract of land.*)

**Single Family**  
\$198 + \$725 = **\$923**

**Multi-Family**  
\$160 + \$590 = **\$750**

**Footnote a**  
**NEIGHBORHOOD PARK COST ESTIMATES WINTER 2005**

1. Basketball Court	\$35,000
2. 6' Sidewalk @ \$5.00 per SF x 4000 LF	\$120,000
3. Handicap Accessible Ramp x 2	\$2,000
4. Bridge (Average 30')	\$30,000
5. Picnic Unit (slab, table, trash can, grill) @ \$3,000 x 2	\$6,000
6. Shelter & Slab (2 picnic tables w/trash cans)	\$34,000
7. Area Lights (12' ht.) @ \$3,000 x 20	\$60,000
8. 2' x 8' Park Sign (Cylex) and Keystone Planter Bed	\$4,000
9. Benches (painted steel) with slab @ \$2,000 x 4	\$8,000
10. Bicycle Rack	\$1,000
11. 50 Trees (30-45 gal. installed) w/Irrigation @ \$350	\$17,000
11. Lawn Irrigation (average area)	\$3,000
12. Drinking Fountain (concrete - handicap accessible, dual height, dog dish)	\$7,500
13. Water Meter 1.5"	\$1,000
14. Electric Meter/Panel	\$2,000
15. Finish Sodding, Grading & Seeding	\$3,000
16. Drain Lines @ \$15 LF (Average 100')	\$1,500
17. Swing Set w/Rubber & Gravel Mix	\$10,000
18. Playground w/Concrete base & Rubber Surfacing	\$50,000
19. Playground Shade Cover	\$15,000
20. Galvanized Fence @ \$35 LF 2,500'	\$87,500
21. Pond	\$30,000
<b>Sub Total</b>	<b>\$469,500</b>
<b>10% Contingency</b>	<b>\$46,950</b>
<b>Total</b>	<b>\$516,450</b>

**Footnote b**  
**COMMUNITY PARK PLANNING GUIDELINES**  
**May 2006**

A typical community park in College Station is designed to serve the needs of residents from several neighborhoods located within a one half to three miles radius. These parks are generally 25 to 70 acres in size. However, larger and smaller community parks may be developed to meet specific requirements of a particular area of town.

Community parks, by their nature, serve both active and passive leisure needs of the residents. The acquisition and development of the "basic" infrastructure and facilities for the passive usage of these community parks is based upon the demand from new residents and should be addressed through the Park Land Dedication Ordinance requirements.

The development of facilities for active use programs, such as swimming pools, sports complexes, recreation centers and other similar improvements are the responsibility of the entire community. These facilities should be developed with specific funding approval through general obligation bond elections or City Council approved authorizations as needed.

The "basic" infrastructure and facilities in a typical College Station community park are likely to be:

Playground Areas w/shade covers	\$ 120,000
Group picnic pavilion with restrooms	\$ 750,000
Concrete walking trails, lights, benches, fountains (per mile)	\$ 500,000
Picnic tables, trash receptacles and furnishings	\$ 50,000
Lighted tennis courts (two)	\$ 140,000
Lighted basketball court	\$ 50,000
Roads and parking (200 spaces)	\$ 500,000
Landscape improvements	\$ 250,000
<u>Design Fees</u>	<u>\$ 140,000</u>
<b>TOTAL PLANNING ESTIMATE</b>	<b>\$2,500,000</b>

Each community park varies in size, design and facilities based upon the needs of the residents. These guidelines are developed to serve as a base line for planning future community parks for College Station.

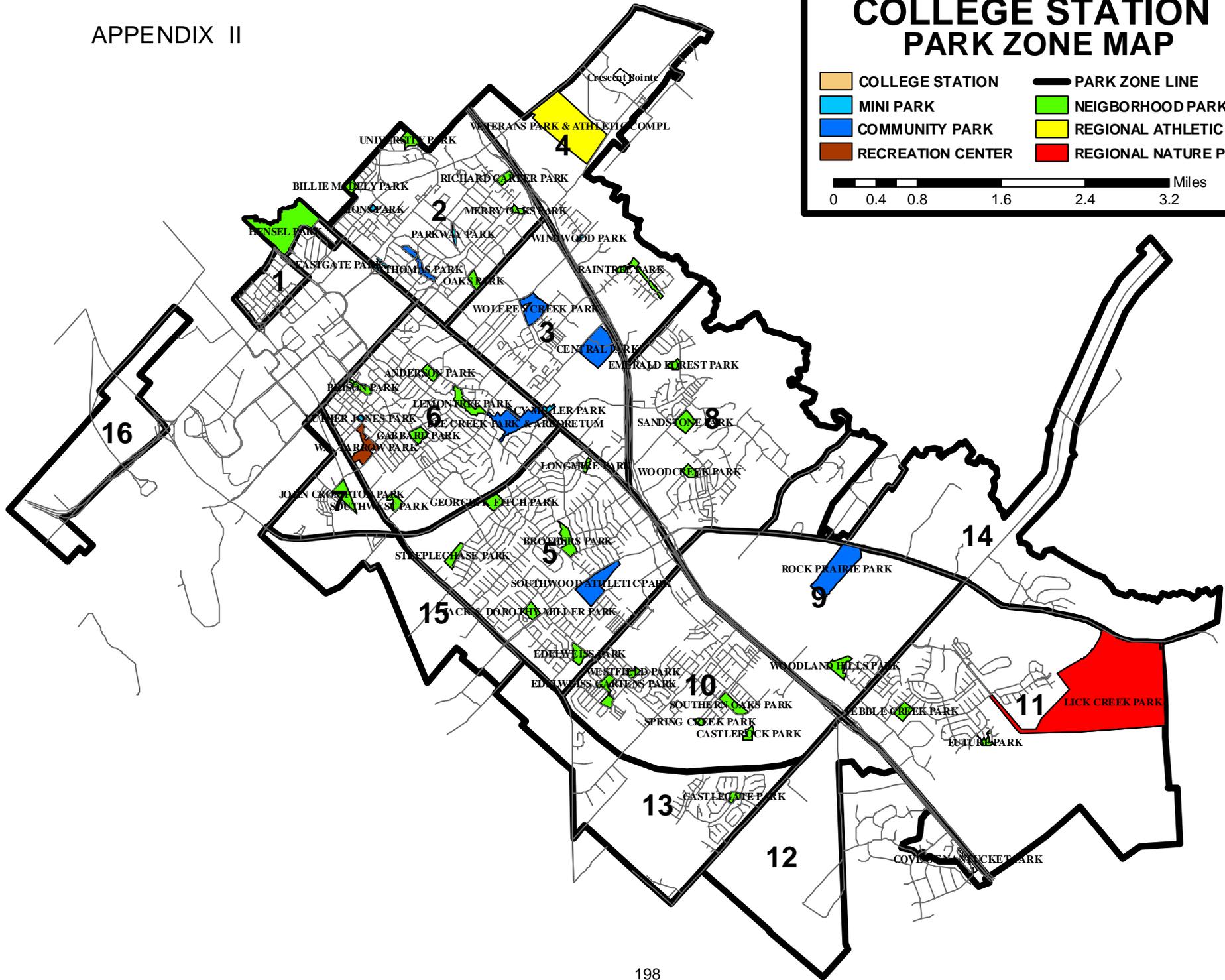
cu:\c:\docume~1\chooks~1\cst\locals~1\temp\5 proposed ordinance with appendix i fee.doc  
8/17/07

## COLLEGE STATION PARK ZONE MAP

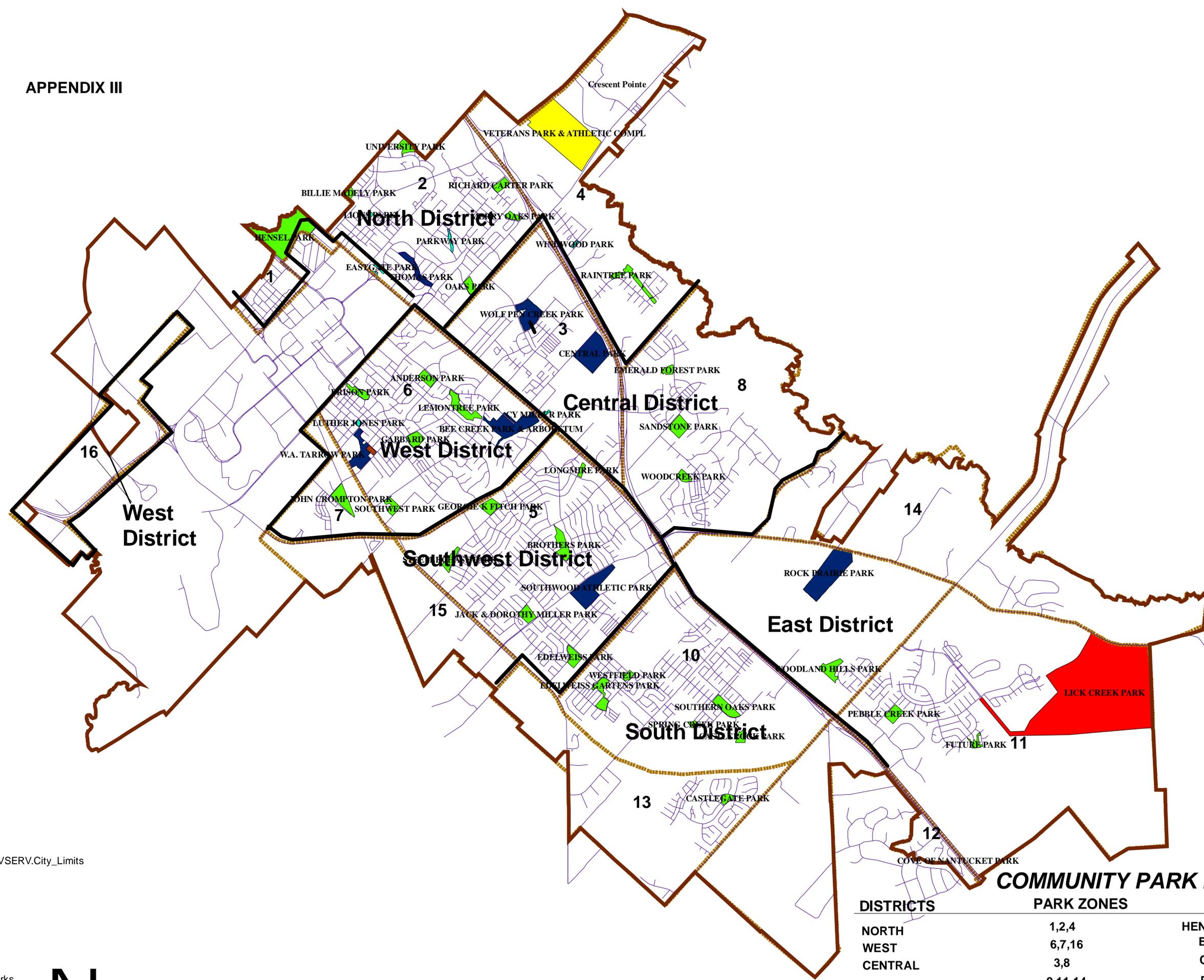
<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #f4a460; border: 1px solid black; margin-right: 5px;"></span> COLLEGE STATION</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #00b0f0; border: 1px solid black; margin-right: 5px;"></span> MINI PARK</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #0070c0; border: 1px solid black; margin-right: 5px;"></span> COMMUNITY PARK</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #a52a2a; border: 1px solid black; margin-right: 5px;"></span> RECREATION CENTER</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90ee90; border: 1px solid black; margin-right: 5px;"></span> NEIGHBORHOOD PARK</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ffff00; border: 1px solid black; margin-right: 5px;"></span> REGIONAL ATHLETIC PARK</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ff0000; border: 1px solid black; margin-right: 5px;"></span> REGIONAL NATURE PARK</li> </ul>
---	--

Miles

0 0.4 0.8 1.6 2.4 3.2



APPENDIX III



Legend

- dev\_services.DEVSERV.City\_Limits
- gis.GIS.Streets
- park zone lines
- Parks
- Regional Nature
- Regional Athletic
- Neighborhood Parks
- Mini Parks
- Community Park



**COMMUNITY PARK DISTRICTS**

DISTRICTS	PARK ZONES	COMMUNITY PARKS
NORTH	1,2,4	HENSEL(TAMU),THOMAS,VETERANS
WEST	6,7,16	BEE CREEK, TARROW
CENTRAL	3,8	CENTRAL,WOLF PEN
EAST	9,11,14	ROCK PRAIRIE,LICK CREEK
SOUTHWEST	5,15	SOUTHWOOD ATHLETIC
SOUTH	10,12,13	-

# **PARKLAND DEDICATION ORDINANCE BRIEFING NOTES - August 2007**

## **BACKGROUND**

- 1. Current fees were approved in January 2002**
- 2. The current ordinance was last revised in December 2005**
- 3. The current ordinance requires review of the fees at least once every 3 years**
- 4. The current fee is \$556 per single family dwelling unit & \$452 for multi-family dwelling unit**
- 5. The current Recreation, Park & Open Space Master Plan service level is 3.5 acres of neighborhood parkland and 3.5 acres of community park land per 1,000 residents.**
- 6. The current costs for parks are significantly higher than they were in 2002**

## **KEY POLICY ISSUES**

- 1. What is the level of park services to be provided for new residential developments?**
- 2. Who should pay for those services?**

## **METHODOLOGY**

- 1. The current ordinance uses a fixed amount for the value of land**
- 2. The proposed ordinance uses individual appraisals to determine land values**
- 3. The current ordinance bases the fee upon a service level of 3.5 acres of neighborhood parkland per 1,000 population (Master Plan)**
- 4. The proposed ordinance bases the fee upon a service level of 1 acre of neighborhood parkland per 276 residents; and 1 acre of community parkland per 285 residents (based upon the estimated population & the park acres in 2006)**
- 5. The current ordinance bases the fee upon an estimated neighborhood park development cost of \$300,000**
- 6. The proposed ordinance bases the fee upon an 2006 estimated neighborhood park development cost of \$516,450; and an 2006 estimated cost for basic community park infrastructure of \$2,500,000**

## **LAND VALUES**

- 1. Current ordinance fee is based upon a land value of \$20,000 per acre**
- 2. Land values in College Station vary significantly from zone to zone**
- 3. Many areas have land values in excess of \$20,000 per acre at this time**
- 4. The proposed ordinance fee will require individual calculations for every project based upon appraisals at the time of development**

## COMMUNITY PARKS

1. Community parks are not included in the current ordinance
2. Community parks have a larger service area than neighborhood parks
3. The expense for community parks has traditionally been borne by all residents of College Station through capital improvement programs
4. The proposed ordinance includes "basic" community park facilities; but does not include costs for major special use items such as swimming pools, athletic fields and recreation centers

## PARK DEVELOPMENT COSTS

1. Neighborhood park development costs are estimated at \$300,000 in the current ordinance.
2. Neighborhood park development costs are estimated at \$516,540 in the proposed ordinance.
3. Community park development costs are estimated at \$2,500,000 in the proposed ordinance

## FEE COMPARISON

PARK TYPE	<u>NEIGHBORHOOD</u>		<u>COMMUNITY</u>		<u>COMBINED TOTAL</u>	
	<u>SINGLE</u>	<u>MULTI</u>	<u>SINGLE</u>	<u>MULTI</u>	<u>SINGLE</u>	<u>MULTI</u>
<b>CURRENT<sup>1</sup>:</b>	\$556	\$452	N/A	N/A	\$556	\$452
<b>PROPOSED<sup>2</sup>:</b>						
(@ \$20,000/ acre)	\$859	\$698	\$923	\$750	\$1782	\$1,448
(@ \$30,000/ acre)	\$961	\$781	\$1,022	\$830	\$1,983	\$1,611
(@ \$40,000/ acre)	\$1,063	\$864	\$1,121	\$910	\$2,184	\$1,774
(@ \$50,000/ acre)	\$1,165	\$946	\$1,220	\$990	\$2,385	\$1,936

## COUNCIL DECISION POINTS

1. Method to determine land value?
2. Inclusion of Community Parks in ordinance requirements?
3. Update of estimated Park Development costs?

<sup>1</sup> Based upon a current ratio of 1 acre per 101 DU for Single Family and 1 acre per 125 DU for multifamily DU

<sup>2</sup> Based upon a new ratio of 1 acre per 98 DU for Single Family and 1 acre per 121 DU for multifamily (ATTACHMENT 1)

# ATTACHMENT 1

## PROPOSED PARK LAND DEDICATION FEE METHODOLOGY 2006 REVIEW DRAFT 5/01/06

### NEIGHBORHOOD PARK REQUIREMENTS

#### I. *Land Requirements for Neighborhood Parks*

The current level of service is one (1) acre per 276 people.

**2006** Total Population - 77,261.

2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi-Family based on Census information for owner and renter occupied units.

**Single Family**  
276 people / 2.80 PPH = 98 DUs  
1 Acre per 98 DUs

**Multi-Family**  
276 people / 2.28 PPH = 121 DUs  
1 Acre per 121 DUs

#### II. *Neighborhood Park Acquisition Costs (Determines Fee in Lieu of Land)*

*Illustrative: One (1) acre costs \$20,000 to purchase. (The actual cost is based on the current fair market value of the land.)*

**Single Family**  
\$20,000 / 98 DUs = \$204 per DU

**Multi-Family**  
\$20,000 / 121 DUs = \$165 per DU

#### III. *Neighborhood Park Development Costs (Determines Fee for Development)*

- The cost of improvements in an average Neighborhood Park in College Station is \$516,450.<sup>a</sup>
- One Neighborhood Park serves 2,207 people, based on a total city population of 77,261 being served by 35 parks (count includes neighborhood parks and 6 mini parks).
- It costs \$234 per person to develop an average intergenerational neighborhood park.

**Single Family**  
\$234 x 2.80 PPH = \$655 per DU

**Multi-Family**  
\$234 x 2.28 PPH = \$533 per DU

#### IV. *Total Neighborhood Park Fee (Illustrative: (This will vary according to the current value of the tract of land.)*

**Single Family**  
\$204 + \$655 = **\$859**

**Multi-Family**  
\$165 + \$533 = **\$698**

**COMMUNITY PARK REQUIREMENTS**

**I. Land Requirements for Community Parks**

The current level of service is one (1) acre per 285 people.

**2006 Total Population – 77,261**

2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi-Family based on Census information for owner and renter occupied units.

**Single Family**  
285 people / 2.80 PPH = 101 DUs  
1 Acre per 101 DUs

**Multi-Family**  
285 people / 2.28 PPH= 125 DUs  
1 Acre per 125 Dus

**II. Community Park Acquisition Costs (Determines Fee in Lieu of Land)**

*(Illustrative) One (1) acre costs \$20,000 to purchase. (The actual cost is based on the current fair market value of the land.)*

**Single Family**  
\$20,000 / 101 DUs = \$198 per DU

**Multi-Family**  
\$20,000 / 125 DUs = \$160 per DU

**III. Community Park Development Costs (Determines Fee for Development)**

- The cost of providing basic infrastructure improvements in an average Community Park in College Station is \$2.5 million.<sup>b</sup>
- One Community Park serves 9,658 people, based on a total City population of 77,261 being served by eight (8) community parks.
- It costs \$259 per person to develop an average community park.

**Single Family**  
\$259 x 2.80 PPH = \$725 per DU

**Multi-Family**  
\$259.00 x 2.28 PPH = \$590 per DU

**IV. Total Community Park Fee (Illustrative: This will vary according to the current fair market value of the tract of land.)**

**Single Family**  
\$198 + \$725 = **\$923**

**Multi-Family**  
\$160 + \$590 = **\$750**

**PARKLAND DEDICATION ORDINANCE  
STAFF RECOMMENDATIONS  
July 2007**

**Staff recommends the following:**

- 1. Approve the revised amount for the neighborhood park portion of the development costs as proposed.**
- 2. Provide direction to staff regarding inclusion of the costs for community parks in the proposed fee structure.**
- 3. Approve the land value at a flat rate to provide a known fee structure.**
- 4. Adopt the effective date of the new fees as January 1, 2008.**
- 5. Any projects that are "vested" in the City planning process will be assessed at the current fee.**
- 6. Incorporate the revised ordinance into the Subdivision Regulations which will make it apply to the Extraterritorial Jurisdiction (ETJ) areas as well as areas within the City limits.**

**STAFF PRESENTATION AND PUBLIC FORUM  
REGARDING POSSIBLE REVISIONS  
to the  
PARK LAND DEDICATION ORDINANCE  
*Ordinance Number 2859, December 15, 2005***

***Wednesday, August 8, 2007, 7:00 p.m.  
College Station City Hall Council Chambers***

**Comments**

**Charles Thomas, President Charles Thomas Homes:**

- Concerned about the fact that different lot sizes pay the same amount
- No need to triple fees.
- Difficult cost for the consumer to absorb.
- Parks cannot keep up with the current maintenance needs.
- Fund parks through a fee on the utility bill.

**Victor Drozd, Bryan/College Station Home Builder's Association:**

- Neighborhood Parks are an asset
- Disagrees with the Community Park fee, not amenable to paying for Community Parks (continue to do that through bond elections)
- Higher fees make it difficult for the workforce to afford homes.
- Increases must be reasonable.

**Steve Arden, Brazosland Realty:**

- Actual cost of fees will be higher due to interest costs (\$1,782 will be more like \$2,500)
- Flood plains in future developments will provide plenty of park property.
- We need to have incentives to provide better visibility and access to drainage basins.
- City needs to be concerned with current issues and not acquiring more land when we can't develop what we have.

**Wallace Phillips, Developer Castlegate Community:**

- Can fees be gradually increased over a 5 year period?
- Against the Community Park Fee
- Fund parks through a fee charged on the utility bill

**Matthew Moore, Home Builder's Association:**

- Community Parks should be funded through the bond program
- This is a new home tax.
- Consider lowering the level of service
- Parks increase property value, thus increasing tax revenue
- Suggest a reasonable increase

**Randy French:**

- Concerned that there is an anti-growth sentiment.
- College Station needs to remain an affordable community.
- First time home buyers will find increases difficult.
- Increases must be reasonable.

**Don Jones:**

- Include other revenue sources in the calculations
- ETJ property – will these funds be held in escrow until the property is annexed

**Bruce Martin, Builder and President of Home Builder's Association:**

- Community Parks should be paid for through bond programs.

**Jessica Guidry:**

- Increases need to be reasonable.
- Land fee needs to be a set fee with a way to dispute it with your own appraisal.
- Disagrees with fee for Community Parks.

**Don Jones, Southern Realty:**

- Have other revenue sources been considered?

**Jim Easterly Property Owner:**

- No need for E.T.J. park fees
- Rural subdivisions with large lots (two acres or more) do not need parks.
- City should do an economic impact study on the effect of this potential increase
- This is a restriction for growth potential

**In Attendance**

*Guests: April Arison, The Eagle; Victor Drozd, B/CS Home Builder's Association; Lloyd Wasserman, Brazos County Commissioner, James T. Davis, B/CS Habitat for Humanity; Jerry Ponzii, B/CS Homebuilder's Association (B/CS HBA); James Batenhorst, Homeowner; Jodi Warner, Parks & Recreation Advisory Board; Don Jones, Southern Realty; Charles E. Thomas, B/CS HBA; Gary Erwin, Parks & Recreation Advisory Board; Chad Wootan, B/CS HBA; Quinn Williams, B/CS HBA; Jimmy Easterly Property Owner and Developer; Matthew Moore; B/CS HBA; Bruce Martin, B/CS HBA; Jeremy Peters, The Oldham Goodwin Group; Steve Arden, Brazosland Realty*

*City Staff: Glenn Brown, Terry Childers, Kathy Merrill – City Manager's Office; Steve Beachy, Eric Ploeger, Pete Vanecek, Pamela Springfield, Amanda Putz, Mollie Binion – Parks and Recreation Department; Bob Cowell, Bridgette George – Planning and Development Services ; Mandi Luedecke, IT*

**August 23, 2007**  
**Regular Agenda**  
**East College Station Transportation Study**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding the results of the East College Station Transportation Study.

**Recommendation(s):** The Planning and Zoning Commission will hear this item on their August 16, 2007 agenda. Staff will provide their recommendation at the City Council meeting. Staff seeks direction regarding the official adoption of the recommendations through a thoroughfare plan amendment.

**Summary:** The City of College Station hired Kimley-Horn and Associates, Inc., to complete a mobility study of the east side of College Station. The study area is bound by State Highway 6 on the west, Carter's Creek on the east, State Highway 30 (Harvey Road) on the north, and Alum Creek (including the State Highway 6 / Nantucket interchange) on the south side. The purpose of the study is to enhance the existing Thoroughfare Plan. The study's goals, which were developed by the Advisory Committee, include:

- To increase the compatibility between existing and planned land uses and the transportation system;
- To preserve mobility without negatively impacting existing neighborhoods with additional traffic;
- To plan for a multi-modal transportation system that addresses the needs of pedestrians, bicyclists and transit riders;
- To put in place an implementation plan that is phased in a manner to address mobility needs as land development occurs; and
- To generate a plan that is both affordable and achievable.

As the study has progressed, the City has hosted three public meetings to receive comments and present study findings. Kurt Schulte, with Kimley-Horn and Associates, will present the study's findings and recommendations and receive questions and comments from the Council. If council directs, staff will prepare an ordinance to amend the thoroughfare plan. The adoption of this ordinance will require another hearing before the Planning and Zoning Commission and City Council.

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

**Attachments:**

1. East College Station Transportation Study Report (to be provided prior to the Council Meeting)

**August 23, 2007**  
**Regular Agenda**  
**Public Hearing for FY 07- 08 Proposed Budget**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on the City of College Station 2007-2008 proposed budget.

**Recommendation(s):** Hold public hearing on proposed budget and receive citizen input.

**Summary:** The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The proposed budget was presented to the City Council on August 6, 2007. Four budget workshops were scheduled to review the proposed budgets. The first two workshops were held on August 13th and August 14th. The third budget workshop is scheduled for August 27<sup>th</sup> and the fourth budget workshop is scheduled for August 28.

On August 6, 2007, the City Council called a public hearing on the FY 06-07 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY 2007-2008 Budget is scheduled to be adopted on September 13, 2007.

**Budgetary and Financial Summary:** The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$180,408,298
<u>Subtotal Capital:</u>	<u>45,533,725</u>
Total Proposed Budget:	\$225,942,023

**Attachments:** Please bring Proposed FY 07-08 Budget.

**August 23, 2007**  
**Regular Agenda Item**  
**Public Hearing #1 for FY 08 Ad Valorem Tax Rate**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Public hearing, presentation, possible action and discussion on the City of College Station 2007-2008 advertised ad valorem tax rate of \$0.449981 per \$100 valuation. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

**Recommendation(s):** Hold public hearing and receive citizen input on the tax rate.

**Summary:** The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold two public hearings on the proposed tax rate. Following each public hearing the City Council must announce the meeting date, time and place to adopt the tax rate.

The tax rate that the City Council announced it would hold a public hearing on is \$0.449981 per \$100 assessed valuation. Holding the public hearing on this tax rate provides the City Council with flexibility in determining what the tax rate will be.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The second public hearing on the tax rate is scheduled for Wednesday September 5th. The City Council will vote on the tax rate on Thursday September 13.

**Budgetary and Financial Summary:** The public hearing tax rate of \$0.449981 per \$100 assessed valuation will generate \$20,454,865 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

**Attachments:** N/A

**August 23, 2007**  
**Regular Agenda**  
**Appointments to the Contract Partner Agencies' Governance Boards**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development  
Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding the appointment of board members to the Arts Council of Brazos Valley, Bryan/College Station Convention and Visitors Bureau and Research Valley Partnership.

**Recommendation(s):** N/A

**Summary:** At their April 26, 2007 Workshop meeting, Council directed staff to seek amendments to the bylaws of each of the City's Contract Partner Agencies to allow, at the Council's discretion, one of their members to be appointed to the agencies' respective governing boards. To date, these amendments have been completed and if the Council so desires they can now move to make such appointments.

The City Council is considering board appointments to the Arts Council of Brazos Valley (ACBV) to fill three newly created board positions, and one appointment to the Bryan/College Station Convention and Visitors Bureau (B/CSCVB) which currently has one vacant board position. Arts Council board members serve a three-year term, while Convention and Visitor Bureau board members each serve two-year terms. Currently, there are no College Station appointment vacancies to the board of the Research Valley Partnership.

Also, Glenda Mariott's current appointment to the B/CS Convention and Visitor' Bureau Board is due to expire in September 2007. If the Council so desires, action in this regard would also be appropriate at this time.

Finally, attached are the appointment recommendation letters from both the Bryan/College Station Convention and Visitors Bureau and the Arts Council of Brazos Valley.

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

**Attachments:**

- A) Summary of Agency Board Memberships, Vacancies and Applicants
- B) College Station Appointee Attendance Records
- C) B/CSCVB Appointment Recommendation Letter – March 20, 2007
- D) B/CSCVB Appointment Recommendation Letter – August 16, 2007
- E) ACBV Appointment Recommendation Letter – June 27, 2007

## Arts Council of Brazos Valley

### Current Board

### Term

Becky Russell, President	2004 - 2007
Carol Wagner, President-Elect	2006 - 2009
Penelope KosztoInyik, Immediate Past-President	2004 - 2007
Amy Klinkovsky, VP of Affiliate Relations	2005 - 2008
Sue Lee, Secretary	2005 - 2008
Mitch Morehead, Treasurer	2006 - 2009
Sherylon Carroll	2006 - 2009
Thom Lemmons	2006 - 2009
Pawan Mahimtura	2004 - 2007
Guadalupe Reyes	2006 - 2009
Netta Simek	2004 - 2007
Dianne Stropp	2004 - 2007

### Bylaws Update

Amended on May 2, 2007 to reflect a provision allowing for the appointment of three (3) board members by the City of College Station.

### Action Needed:

There are currently no City of College Station appointees to the ACBV Board of Directors. Therefore, the City Council may want to consider appointing three (3) College Station representatives to the ACBV Board.

### Applications Received:

### Applicant's Choice:

<del>Patricia Gerling</del> * – ACBV Board Recommended	1 <sup>st</sup>
John H. Happ, Jr. – ACBV Board Recommended	1 <sup>st</sup>
Anne Hazen – ACBV Board Recommended	1 <sup>st</sup>
Helen "Beth" Bryant	1 <sup>st</sup>
Erika Ervin	1 <sup>st</sup>
Carol Whiting	1 <sup>st</sup>
<del>David Hart</del> – Appointed to CBAA	2 <sup>nd</sup>
Don Hellriegel	2 <sup>nd</sup>
<del>Wayne Williams</del> – Appointed to Parks Board	2 <sup>nd</sup>

\* Not a Resident of the City of College Station

## Bryan / College Station Convention and Visitors Bureau

### Current Board

### Term

#### Executive Committee

Vacant, Chair	
Steve Moore, College Station Representative	2006 – 2008
Kay Conlee, Bryan Representative	2006 – 2008
Glenda Mariott, College Station Representative	2005 – 2007*
Michelle Milliorn, BVLA Representative	2006 – 2008

#### At-Large Members

Steve Wiley	2005 – 2007
John Welsh	2006 – 2008
Kevin Hurley	2006 – 2008
Guadalupe Reyes, Blinn College	2005 – 2007
Dr. Roman Popadiuk, Bush Library	2005 – 2007
Chef Christopher Lampo	2006 – 2008
Bobby Bisor, TAMU	Ex-Officio
David Watkins, City of Bryan	Ex-Officio
David Gwin, City of College Station	Ex-Officio
Hayden Migl, Shadow Board Member	1 Year

### Bylaws Update

Amended on May 24, 2007 to allow for the appointment of elected officials by the City of Bryan, City of College Station and/or Brazos County.

### Action Needed:

Currently, there is one vacancy to be appointed by the City of College Station. However, the Council may elect to act on Glenda Mariott's appointment.

### Applications Received:

### Applicant's Choice:

Tiffani McKinney	1 <sup>st</sup>
Scott Shafer – B/CSCVB Board Recommended	1 <sup>st</sup>
Eric Wylie	1 <sup>st</sup>
Helen "Beth" Bryant	2 <sup>nd</sup>
Jody Ford – Appointed to Parks Board	2 <sup>nd</sup>
George Jessup	2 <sup>nd</sup>
Don Hellriegel	3 <sup>rd</sup>
Harold Strong – Appointed to P&Z	3 <sup>rd</sup>
Wayne Williams – Appointed to Parks Board	3 <sup>rd</sup>

\* Glenda Mariott's term will expire on September 30, 2007. The B/CSCVB Board of Directors met on August 14, 2007 and requested that the City Council consider re-appointing Glenda Mariott for an additional term.

## Research Valley Partnership

<u>Current Board</u>	<u>Term</u>
<b><u>Brazos County Representatives</u></b>	
Randy Sims, County Judge	2003 – 2006
Kenny Mallard, Commissioner	2005 – 2008
Roland Haden	2004 – 2007
<b><u>City of Bryan Representatives</u></b>	
Mitch Morehead, Past-Chairman	2005 – 2008
Jason Bienski	2005 – 2008
Ron Schmidt	2004 – 2007
David Watkins – Non-Voting	
<b><u>City of College Station Representatives</u></b>	
Chris Scotti	2006 – 2008
Larry Mariott, Chair-Elect	2005 – 2008
Larry Hodges	2006 – 2008
Glenn Brown – Non-Voting	
<b><u>Texas A&amp;M University Representative</u></b>	
Harold Strong, Chairman	2005 - 2008
<b><u>Blinn College Representative</u></b>	
Barbara Pearson	2003 - 2008
<b><u>BCS Chamber of Commerce Representative</u></b>	
Manuel Gonzales – Sterling Auto Group	2005 – 2008
<b><u>RVP Selected</u></b>	
Celia Goode-Haddock	2006 – 2009
Steve Holditch, Treasurer	2006 – 2008
<b><u>Ex-Officio Members</u></b>	
Eddie Coulson, College Station ISD	2007
Mike Cargill, Bryan ISD	2007

### **Bylaws Update**

No amendment was required.

### **Action Needed:**

Currently, there are no City of College Station appointee vacancies to be filled.

### **Applications Received:**

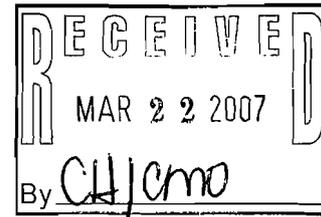
Harry J. Green, Jr.  
 John H. Happ, Jr.  
 Edsel G. Jones  
 Ronald Robinson

### **Applicant's Choice:**

1<sup>st</sup>  
 2<sup>nd</sup>  
 2<sup>nd</sup>  
 3<sup>rd</sup>

March 20, 2007

Mr. Glenn Brown  
City Manager  
City of College Station  
1101 Texas Avenue  
College Station, Texas 77842



Dear Mr. Brown:

Pursuant to the Bylaws of the Brazos Valley Convention & Visitors Bureau and as a result of the recent announcement that our current Chairman, Dr. Joseph O'Leary has accepted a new position in Colorado and will be leaving Texas A&M University and our community, this letter is being sent concerning the requirement of appointing a member to our Board by the City of College Station. I have attached a copy of Section 5.02, 5.03 and 5.04 of our bylaws for your reference.

Dr. O'Leary has submitted his resignation from the Board of the Brazos Valley Convention & Visitors Bureau effective May 01, 2007. His current appointment to the Board was due to expire on September 30, 2007. The nominating committee of the Brazos Valley Convention & Visitors Bureau has met and it is their recommendation that whoever the City of College Station appoints to our Board that they be appointed to not only fill the vacancy created by Dr. O'Leary for the remainder of his term but serve a full two year term as well beginning October 1, 2007 and ending September 30, 2009.

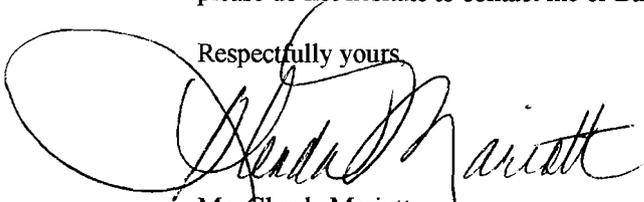
The nominating committee would like to suggest, for the council's serious consideration, the following individual for appointment to the Brazos Valley Convention & Visitors Bureau:

Dr. C. Scott Shafer, Professor, Recreation Parks and Tourism Science, Texas A&M University  
117 Pershing Avenue  
College Station, Texas 77840

In support of Dr. Shafer's recommendation and consideration by the Council Dr. Shafer has served on numerous committees for the City of College Station, most recently the Planning and Zoning as well as Parks and Recreation. His affiliation with the Recreation Parks and Tourism Science Department of Texas A&M University also provides him with a deep understanding and appreciation of the industry of which we as an organization represent and serve. Dr. Shafer is ideally suited and extremely qualified to sit on the Board of the Convention & Visitors Bureau and to ensure that the City of College Stations interests are served well.

It is our hope that this request is met favorably with you and the City Council and we look forward to your positive reply. In the meantime, should you have any questions or require any additional information, please do not hesitate to contact me or Barry Biggar our President/CEO.

Respectfully yours,



Ms. Glenda Mariott  
Nominating Committee Chair  
Brazos Valley Convention & Visitors Bureau

cc: BVCVB Board of Directors  
Barry H. Biggar, President/CEO

*copy: mayor + council*



June 27, 2007

David Gwin  
Director of Economic & Community Development  
City of College Station  
College Station, Texas 77842

BECKY RUSSELL  
PRESIDENT

PENELOPE KOSZTOLNYIK  
IMMEDIATE PAST PRESIDENT

CAROL A. WAGNER  
PRESIDENT ELECT

MITCHELL MOREHEAD  
TREASURER

SUE LEE  
SECRETARY

AMY S. KLINKOVSKY  
VICE PRESIDENT OF AFFILIATE RELATIONS

TAP BENTZ

SHERYLON CARROLL

THOM LEMMONS

PAWAN MAHIMTURA

GUADALUPE REYES

NETTA J. SIMEK

TRAVIS H. SMALL, JR.

DIANNE STROPP

PADRAIC L. FISHER  
EXECUTIVE DIRECTOR

David,

Regarding the applicants for the City of CS appointees to the ACBV Board of Directors we suggest the following based upon our understanding of the applicants and those individuals we have spoken with in the community who are interested in working with the ACBV.

Of those who have applied to the City, we recommend Patricia Gerling and/or Anne Hazen. Both are well known figures in the community, supporters of our arts, cultural and heritage institutions/organizations and well respected by the organizations and businesses alike.

Following preliminary conversations with him, we are keen to have Tom Wilkinson, Executive Director of the Council of Governments, join our Board. As he is well respected for his abilities and works throughout the same seven counties the ACBV does. His knowledge and expertise would be invaluable to us - especially in helping secure strong partnerships with the other six counties.

We also suggest the City Council consider John Happ as a strong possibility. Although we have not discussed this with him, we feel his dedicated service to the community and support for our programs and services coupled with his knowledge of College Station government and administration will help to guide us through the initial stages of our Contract Partnership.

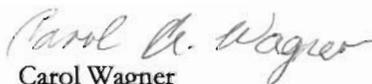
We are also interested in either a City Council member or City employee joining us. The City of College Station is our most important partner in our work serving the residents and visitors. A City of CS employee would help strengthen this relationship.

I want to reiterate, our Board is a working board - meeting every month and there are several committees, many of which are also active on a monthly basis. Participation is vital to building organizational strength and maintaining programs.

I hope these thoughts and requests assist you and the City in your decision making process. Please feel free to contact either me, Becky Russell, Board President or Padraic Fisher, Executive Director should you have any questions.

We thank you for your time and assistance in this matter.

Yours,

  
Carol Wagner  
President Elect

2275 Dartmouth Street  
College Station • Texas • 77840

OFFICE: 979.696.2787

FAX: 979.680.1072

info@acbv.org

WWW.ACBV.ORG

Bryan-College Station Convention and Visitors Bureau  
College Station Appointee Attendance Record

<b>Total</b>	<b>Attended</b>	<b>Meetings</b>	<b>% Attended</b>
Lynn McIlhane	13	14	93%
Dr. Joe O'Leary	21	22	95%
Glenda Mariott	20	23	87%
Steve Moore	3	8	38%

<b>City Appointee</b>	<b>Year</b>	<b>Meetings Attended</b>	<b>Total Meetings</b>	<b>% Attended</b>
Lynn McIlhane	10/04-09/05	8	8	100%
Dr. Joe O'Leary		7	8	88%
Glenda Mariott		6	8	75%

Lynn McIlhane	10/05-09/06	5	6	83%
Dr. Joe O'Leary		9	9	100%
Glenda Mariott		8	9	89%
Steve Moore		0	2	0%

Dr. Joe O'Leary	10/06-08/07	5	5	100%
Glenda Mariott		6	6	100%
Steve Moore		3	6	50%

Source: B/CSCVB Administrative Staff

Research Valley Partnership  
College Station Appointee Attendance Record

<b>Total</b>	<b>Attended</b>	<b>Meetings</b>	<b>% Attended</b>
Chris Scotti	18	23	78%
Larry Mariott	23	30	77%
Larry Hodges	6	13	46%

<b>City Appointee</b>	<b>Year</b>	<b>Meetings Attended</b>	<b>Total Meetings</b>	<b>% Attended</b>
Chris Scotti	10/04-9/05	2	3	67%
Larry Mariott		7	10	70%
Larry Hodges		0	0	N/A

Chris Scotti	10/05-9/06	7	10	70%
Larry Mariott		9	10	90%
Larry Hodges		1	3	33%

Chris Scotti	10/06-7/07	9	10	90%
Larry Mariott		7	10	70%
Larry Hodges		5	10	50%

Source: RVP Board Meeting Minutes



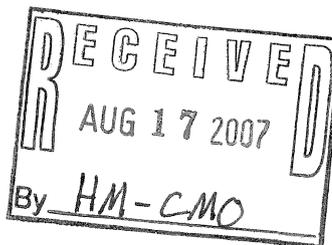
BRYAN COLLEGE STATION  
CONVENTION AND VISITORS BUREAU

715 University Drive East  
College Station, Texas 77840

P 979.260.9898  
800.777.8292  
F 979.260.9800

August 16, 2007

Mr. Glenn Brown  
City Manager  
The City of College Station  
1101 Texas Avenue  
College Station, TX 77842



Dear Mr. Brown:

Pursuant to the By-laws of the Brazos Valley Convention & Visitors Bureau, this letter is being written concerning the requirement of appointing members to our Board by the City of College Station. I have attached a copy of Section 5.02, 5.03 and 5.04 of those By-laws for your reference.

As per the By-laws, one of the three City of College Station appointments to our Board is expiring effective September 30, 2007. That appointed member is Ms. Glenda Mariott who has served as a City of College Station appointee since the inception of the Brazos Valley Convention & Visitors Bureau in October of 2002. As per the By-Laws Ms. Marriot can serve one additional two year term on the Board before she can longer be appointed back. The nominating committee of the Brazos Valley Convention & Visitors Bureau, chaired by Ms. Kay Conlee, has met and it is the recommendation of this committee and endorsed by the entire Board at its meeting on August 14, 2007 that the City of College Station give its most serious consideration to reappoint Ms. Mariott to the Brazos Valley Convention & Visitors Bureau to a new term of two years. This is allowed for as stated in Section 5.03 (2). Ms. Marriot has represented the interests of the City of College Station, the Tourism Industry of our area and the Convention & Visitors Bureau with the highest degree of integrity and professionalism and has contributed and will continue to contribute valuable guidance and governance ensuring for all continued growth of the industry and economic and social contributions to the city. Her passion for and pride of College Station is of the highest degree and her commitment to the growth of the tourism industry and the benefits it brings to our residents is unwavering.

It is our hope that this request is met favorably with you and the City Council of College Station and we look forward to your positive reply. In the meantime, should you have any questions or require any additional information, please do not hesitate to contact me or Barry Biggar our President and CEO.

Respectfully yours,

Kay Conlee  
Nominating Committee Chair  
Brazos Valley Convention & Visitors Bureau

cc: Board of Directors  
Barry H. Biggar-President/CEO

**23 August 2007  
Regular Agenda  
Annexation Service Plan**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance directing staff to prepare a service plan and setting out public hearing dates for areas targeted for annexation under the exempt status.

**Recommendation:** Staff recommends approval of the ordinance as presented.

**Summary:** As required by chapter 43 of the Texas Local Government Code, this ordinance directs Staff to prepare a service plan for areas identified for annexation later this year. The service plan will provide the details related to the extension of specific municipal services to each area identified for annexation.

The ordinance also establishes dates for the two required public hearings. The dates are as follows:

- Friday (16 November 2007) at 7:00 p.m. in the Council Chambers
- Monday (19 November 2007) at 7:00 p.m. in the Council Chambers

The 2006-2007 Strategic Plan ranks the annexation of exempt areas as an "A" (absolute must do). The five areas identified for annexation under the exempt status total 6,749 acres, or approximately 74% of the total area allowed to be annexed at this time.

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

**Attachments:**

1. Annexation Areas Map
2. Proposed Annexation Timeline
3. Ordinance (Note: Exhibit F, Metes and bounds description of each area is on file with the City Secretary)

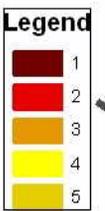
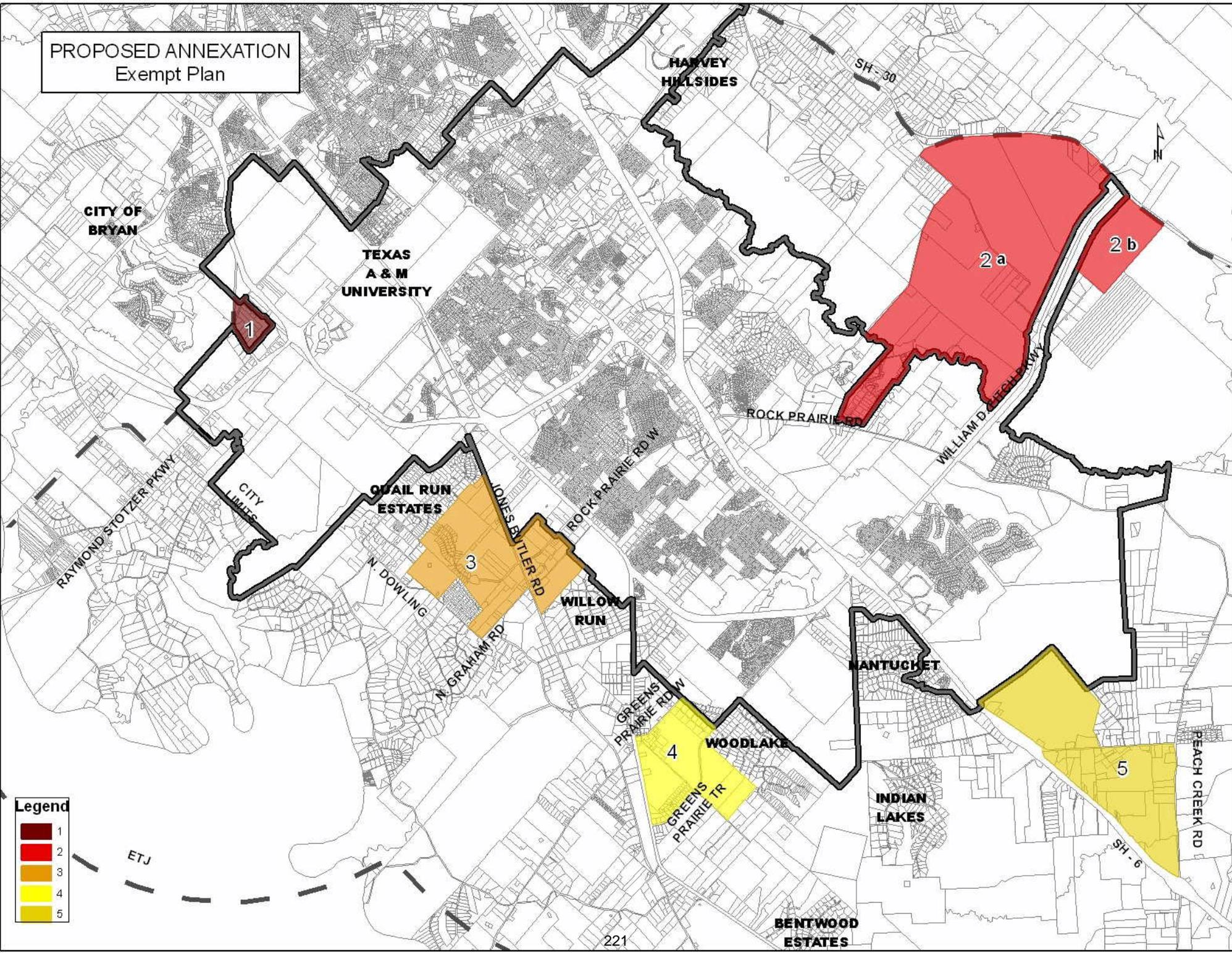
Date or Time  
Horizon

---

**Exempt Areas - Annexation Plan (Chapter 43, LGC)**

Summer 2006	Convene Staff <ul style="list-style-type: none"><li>• Discuss Areas of Interest Map</li><li>• Discuss Annexation Priorities Map</li></ul>
Fall 2006	Convene Annexation Team
Dec 2006	P&Z Meeting (for recommendation)
Dec 2006	City Council Meeting (for direction)
February 2007	Back to City Council (presented revised plan)
Spring 2007	Survey Annexation Areas
23 Aug 2007	City Council meeting (ordinance authorizing development of service plan)
Sept/ Oct 2007	Staff prepares Service Plan
Nov 2007	Council conducts two public hearings
13 Dec 2007	Council considers final annexation Ordinance

**PROPOSED ANNEXATION**  
Exempt Plan



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

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, DIRECTING THE PREPARATION OF A SERVICE PLAN AND SETTING DATES AND TIME AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY.

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

PART 1: That the City Council hereby directs its Planning & Development Services Department and other appropriate departments to prepare service plans providing for the extension of municipal services to the areas targeted for annexation.

PART 2: That the City Council hereby calls and sets public hearings by and before the City Council of the City of College Station, Texas on November 16<sup>th</sup> and November 19<sup>th</sup>, 2007 at 7:00 p.m. in the City Council Chambers of the City hall at 1101 Texas Avenue, College Station, Texas. The public hearings will give all interested persons the right to appear and be heard on the proposed annexation by the City of College Station, Texas.

PART 3: That the areas proposed for annexation are generally described below, shown in Exhibits "A" through "E", and more specifically described in Exhibit "F" by metes and bounds, attached hereto and made a part of this ordinance for all purposes.

**Area #1** - located generally at the intersection of Raymond Stotzer Parkway and Turkey Creek Road and containing 102.25 acres.

**Area #2** - located generally at the intersection of SH 30 and William D. Fitch Parkway and containing 3,477.32 acres.

**Area #3** - located generally at the intersection of Rock Prairie Road West and Jones-Butler Road and containing 1,109.69 acres.

**Area #4** - located generally at the intersection of Greens Prairie Road and Wellborn Road, bisected by Greens Prairie Trail, and containing 679.54 acres.

**Area #5** - located generally on the east side of State Highway 6, south of the existing city limits and containing 1,380.11 acres.

PART 4: That this ordinance shall become effective immediately upon passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 23rd day of August, 2007

ATTEST:

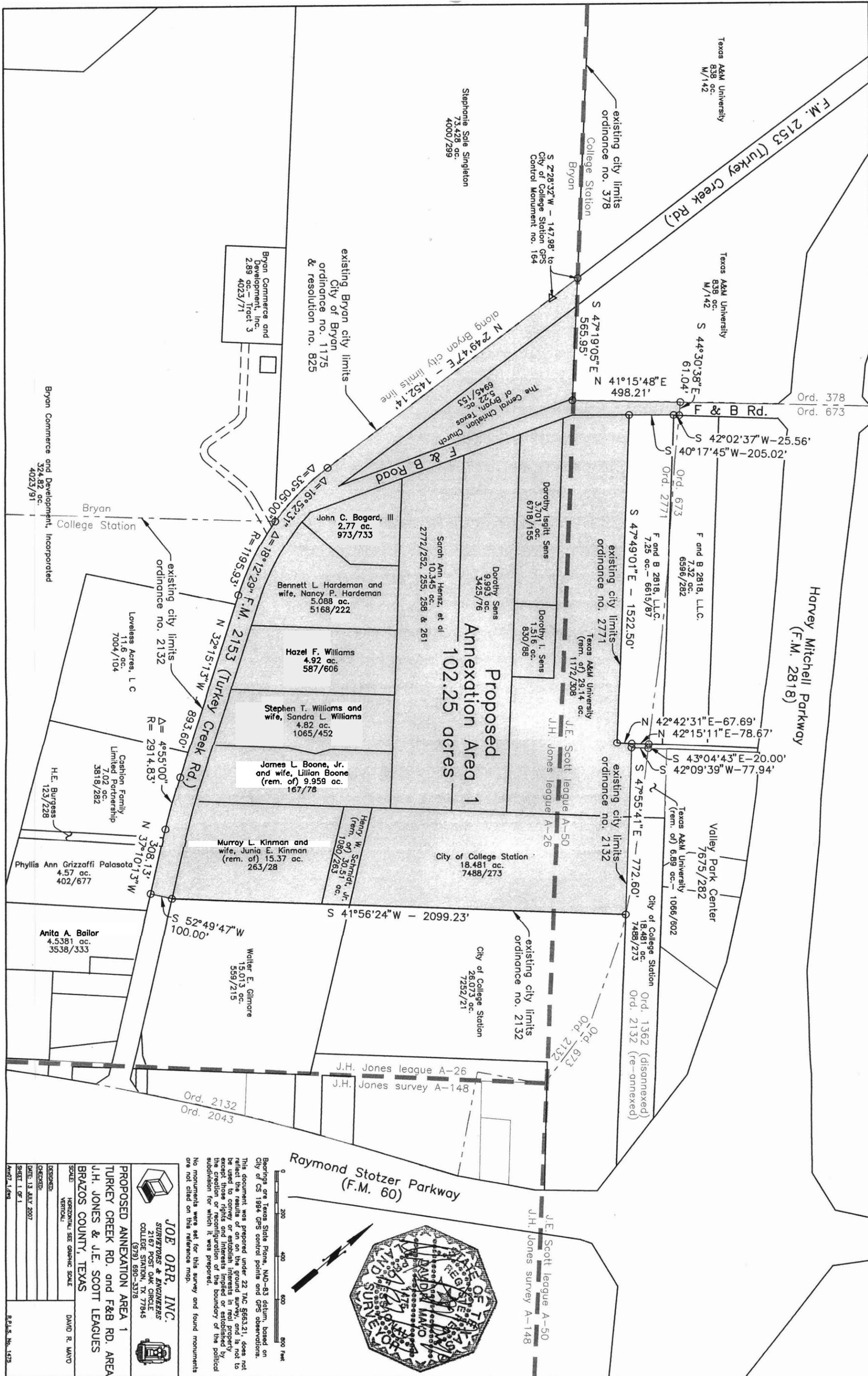
APPROVED:

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

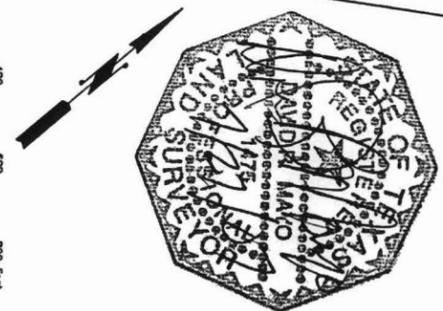
\_\_\_\_\_  
Mayor

APPROVED:

  
City Attorney



Raymond Stotzer Parkway  
(F.M. 60)

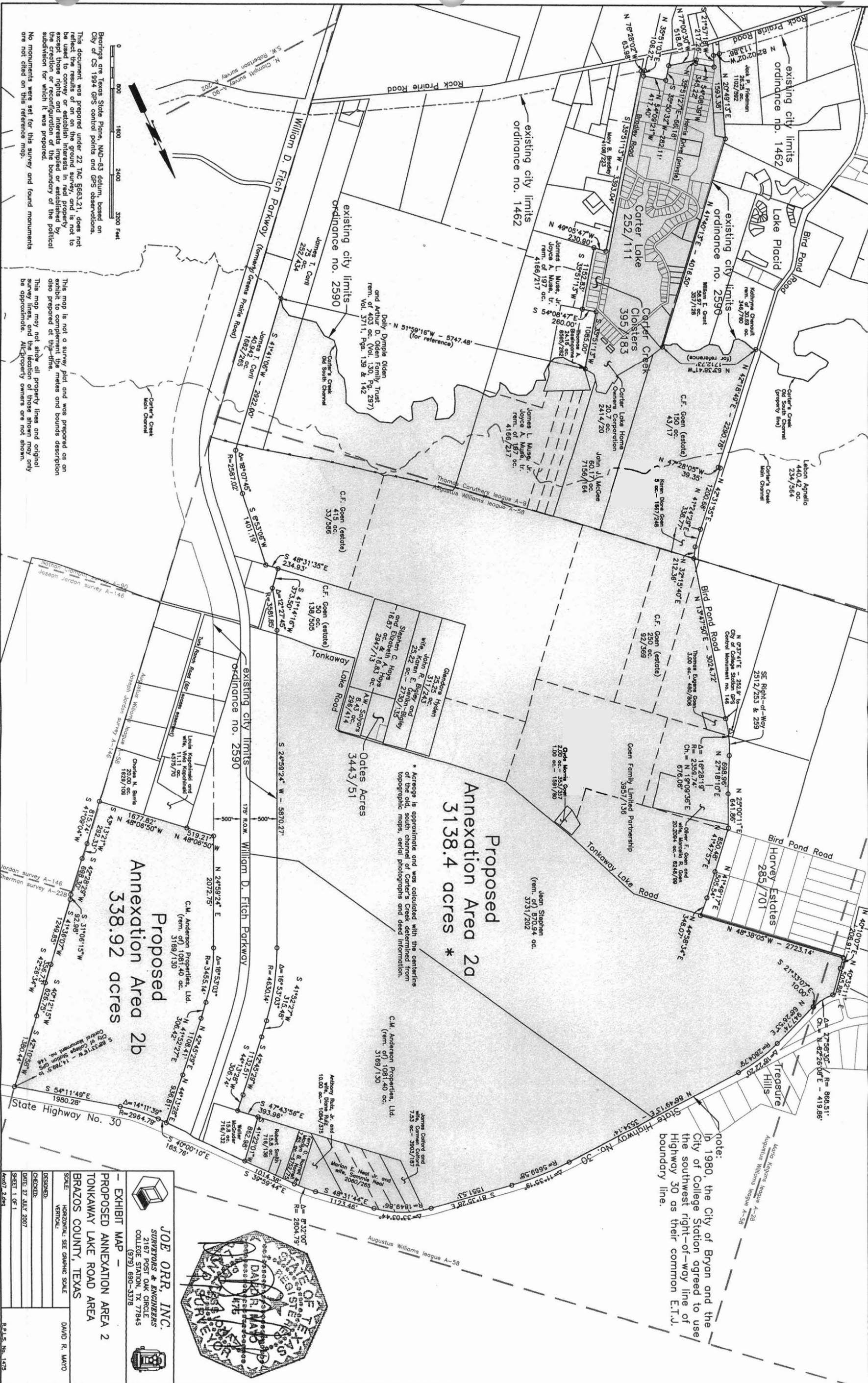


Bearings are Texas State Plane, NAD-83 datum, based on City of CS 1984 GPS control points and GPS observations. This document was prepared under 22 TAC §653.21, does not reflect the results of an on the ground survey, and is not to be used for any purpose that requires a real property survey. The creation or reconfiguration of the boundary of the political subdivision for which it was prepared. No monuments were set for this survey and found monuments are not cited on this reference map.

**JOE ORR, INC.**  
SURVEYORS & ENGINEERS  
2167 POST OAK CIRCLE  
COLLEGE STATION, TX 77845  
(979) 690-3378

PROPOSED ANNEXATION AREA 1  
TURKEY CREEK RD. and F&B RD. AREA  
J.H. JONES & J.E. SCOTT LEAGUES  
BRAZOS COUNTY, TEXAS

DESIGNED: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
DATE: 13 JULY 2007  
SHEET 1 OF 1  
KROD 1494  
R.P.L.S. No. 1475



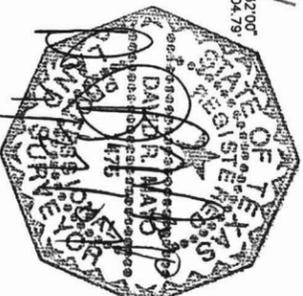
note:  
 In 1980, the City of Bryan and the City of College Station agreed to use the southwest right-of-way line of Highway 30 as their common E.T.J. boundary line.

\* Acreage is approximate and was calculated with the centerlines of the old, south channel of Carter's Creek determined from topographic maps, aerial photographs and deed information.

**Proposed Annexation Area 2b**  
 338.92 acres

**Proposed Annexation Area 2a**  
 3138.4 acres \*

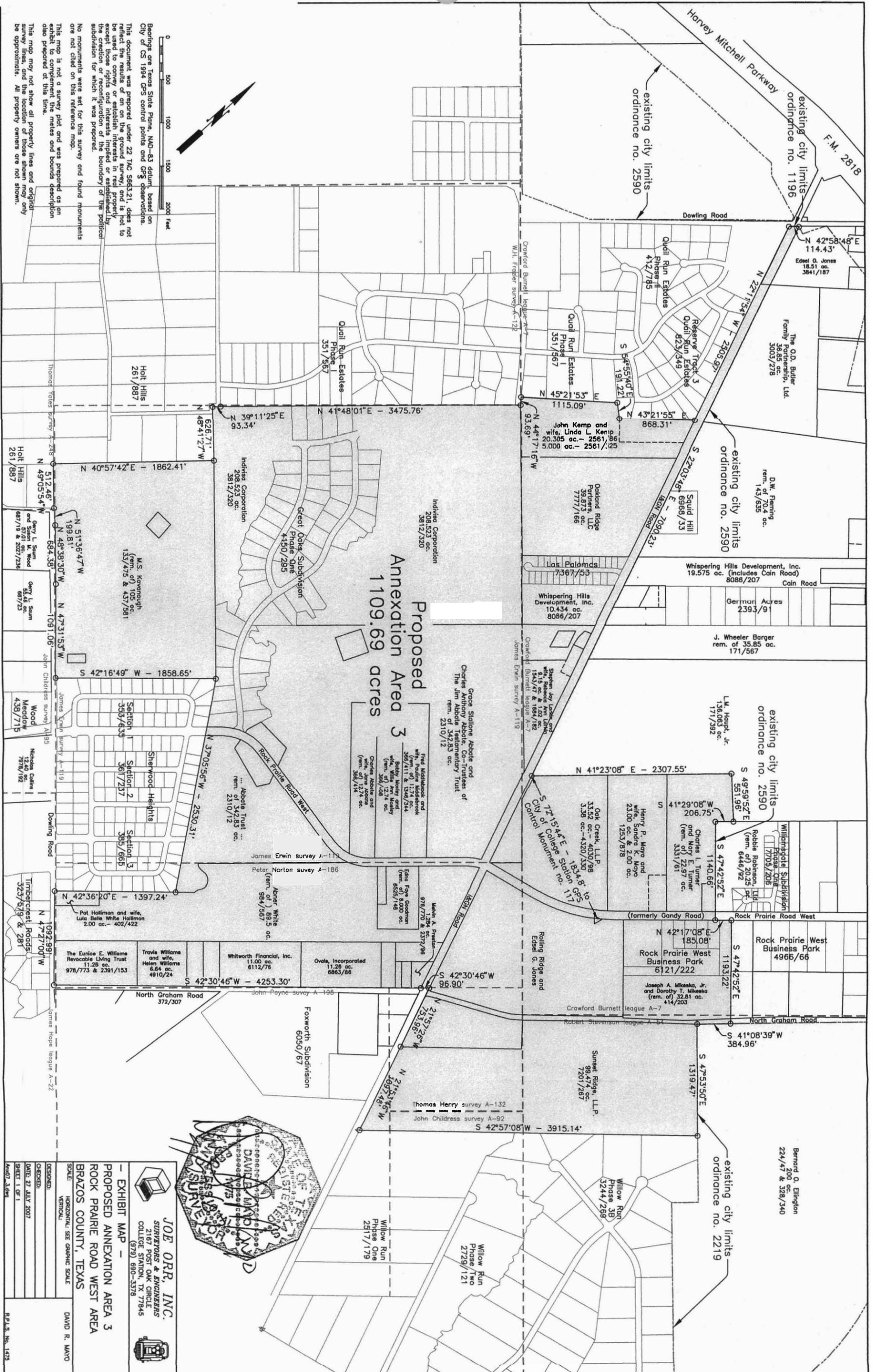
**JOE ORR, INC.**  
 SURVEYORS & ENGINEERS  
 2167 POST OAK CIRCLE  
 COLLEGE STATION, TX 77845  
 (979) 890-3378



Bearings are Texas State Plane, NAD-83 datum, based on City of CS 1994 GPS control points and GPS observations. This document was prepared under 22 TAC §663.21, does not need to be used to establish the ground survey, and is not to be used to convey or establish the boundary of the political subdivision for which it was prepared. No monuments were set for this survey and found monuments are not cited on this reference map.

This map is not a survey plat and was prepared as an exhibit to complement the metes and bounds description also prepared at this time. This map may not show all property lines and original survey lines, and the location of those shown may only be approximate. All property owners are not shown.

EXHIBIT MAP - PROPOSED ANNEXATION AREA 2 TONKAWAY LAKE ROAD AREA BRAZOS COUNTY, TEXAS	
SCALE: HORIZONTAL: SEE GRAPHIC SCALE VERTICAL:	DAVID R. MANTO
CHECKED: DATE: 27 JULY 2007 SHEET: 1 OF 1	
DESIGNED: DATE: 27 JULY 2007 SHEET: 1 OF 1	
PROJECT: R.P.L.S. No. 1475	





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

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

EXHIBIT E

PAGE 6

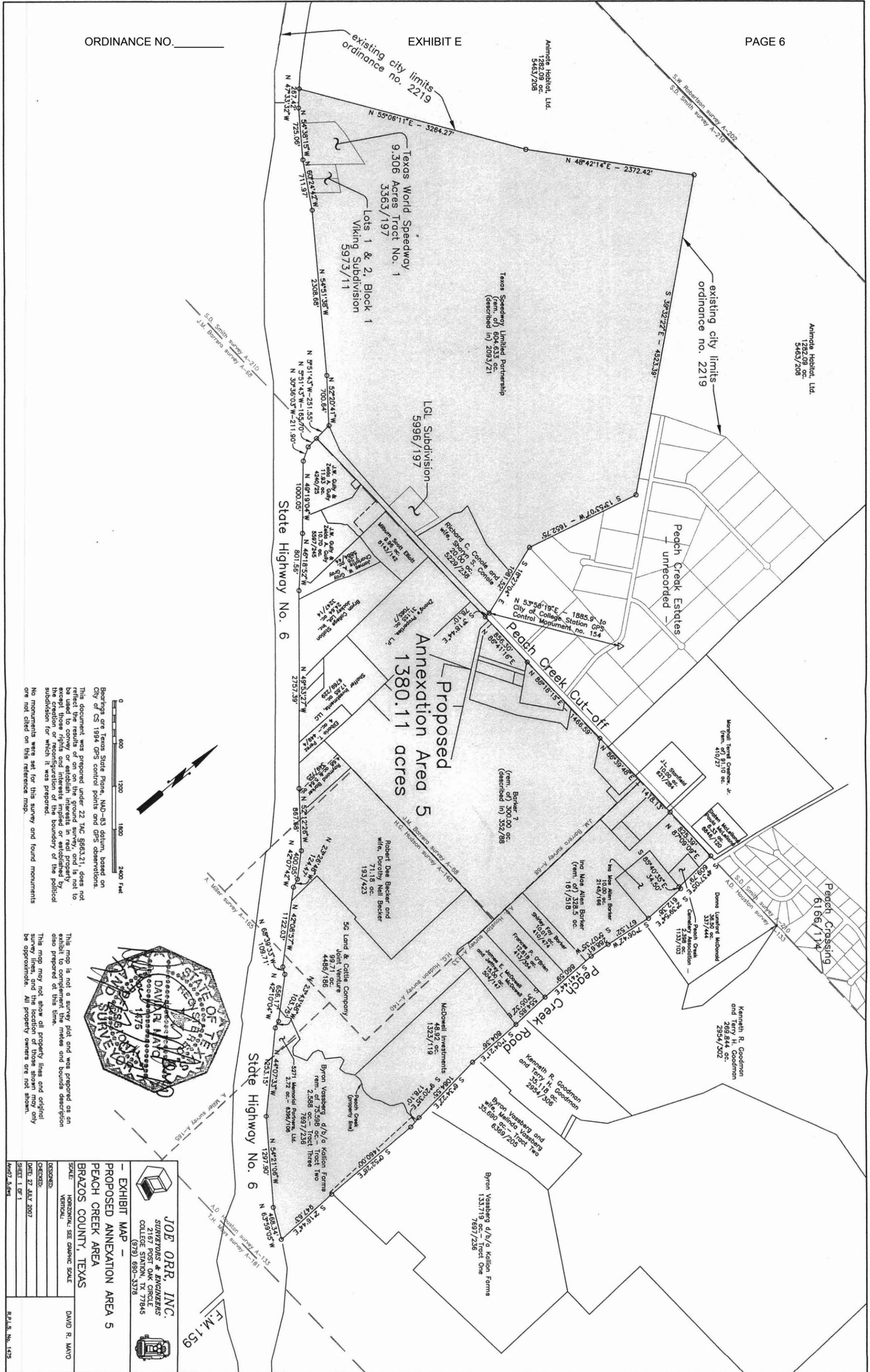


Exhibit E

Bearings are Texas State Plane, NAD-83 datum, based on City of CS 1984 GPS control points and GPS observations. This document was prepared under 22 TAC §683.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. No monuments were set for this survey and found monuments are not cited on this reference map.



This map is not a survey plat and was prepared as an exhibit to complement the metes and bounds description also prepared at this time. This map may not show all property lines and original survey lines, and the location of those lines may only be appropriate. All property owners are not shown.

**JOE ORR, INC.**  
 SURVEYORS & ENGINEERS  
 2167 POST OAK CIRCLE  
 COLLEGE STATION, TX 77845  
 (979) 680-3378

— EXHIBIT MAP —  
 PROPOSED ANNEXATION AREA 5  
 PEACH CREEK AREA  
 BRAZOS COUNTY, TEXAS

SCALE: HORIZONTAL: SEE GRAPHIC SCALE  
 VERTICAL: \_\_\_\_\_

DESIGNED: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_  
 DATE: 27 JULY 2007  
 SHEET 1 OF 1

DAVID R. MANTO

R.P.S. No. 1475