



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, September 13, 2007 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, absence requests
Award Presentation to College Station Utilities Water and Wastewater Divisions, and
Planning and Development Services Department.

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.

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.
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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 will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

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

- a. Presentation, possible action and discussion of approval of minutes for City Council Meetings, July 16-17, 2007, August 3, 2007, August 13, 2007, August 14, 2007, August 23, 2007, August 27, 2007, August 28, 2007, and Sept. 5, 2007.
- b. Presentation, possible action, and discussion on the second reading of an ordinance granting a non-exclusive medical waste hauling franchise agreement to Enviromed.
- c. Presentation, possible action and discussion on the second 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.
- d. Presentation, possible action, and discussion regarding adoption of a resolution to award Contract 07-229 to Brazos Valley Services in the amount of \$5,521,133.50 for the construction of the Parallel Water Transmission Line Phase III.
- e. Presentation, possible action, and discussion regarding a Renewal Agreement for an Annual Landscape Maintenance Service Contract for thirty-three (33) municipal sites comprised of buildings, parks, and street medians to Green Teams, Inc. (d.b.a: The Greenery) for an annual expenditure in the amount of \$300,555.00.
- f. Presentation, possible action, and discussion regarding adoption of a resolution to award Contract 07-243 to Weisinger Water Wells in the amount of \$2,698,483 for the construction of Water Well # 7.
- g. Presentation, possible action, and discussion regarding approval of a resolution awarding Contract Number 07-249, a construction contract with Dudley Construction in the amount of \$254,900 for the construction of a basketball pavilion at Oaks Park. This amount includes the base bid, plus two accepted alternates.
- h. Presentation, possible action, and discussion on the resolution approving a construction contract with Tidal Power Services in the amount of \$134,000 for replacement of a substation electrical transformer load tap changer.
- i. Presentation, possible action and discussion regarding approval of an annual contract with Pavement Restoration, Inc. for the application of Reclimite Pavement Restoration, at a cost not to exceed \$140,800.00.
- j. Presentation, discussion, and possible action ratifying Change Order No. 1 to Contract #06-267 with Doughtie Construction Company in an amount not to exceed \$61,471.00 for the Nantucket Sewer Line Project.
- k. Presentation, discussion and possible action on a resolution approving a contract for the loan of HOME Investment Partnership (HOME) Program funds for the proposed Santour Court Housing Tax Credit development; and authorization for the Mayor to sign the resolution and contract.

- l. 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).
- m. Consent Item No. 2n: 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.
- n. Presentation, possible action and discussion regarding the approval of a resolution for the City of College Station to continue to provide Emergency Medical Service and Emergency Ambulance Transport in Brazos County.
- o. Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2008 at \$175,000.
- p. Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.
- q. Presentation, discussion and possible action on a resolution for the Comprehensive Selective Traffic Enforcement Program grant contract for fiscal year 2008.
- r. Presentation, possible action, and discussion regarding approval of a contract with MicroAge of College Station for the purchase of Software and Services to upgrade the City's Data Backup and Recovery System in an amount not to exceed \$72,652.00.

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 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 on an ordinance rezoning 13.07 acres from A-O, Agricultural Open to R-1, Single Family Residential consisting of 1 lot in the general vicinity of the area northeast of Windwood Subdivision at 2708 Harvey Road.
2. 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 increasing fees, extending parkland requirements into the ETJ; providing a severability clause; declaring a penalty; and providing an effective date.
3. Public hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 5029 square foot portion of the Public Right of Way of Lodge Street, in the City of College Station.
4. Presentation, possible action, and discussion regarding appointments for the Red Light Photo Enforcement Citizen Advisory Committee.
5. Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2007-2008 Budget; and presentation, possible action and discussion ratifying the property tax increase reflected in the budget.
6. Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2007-2008 advertised ad valorem tax rate of \$0.4499 per \$100 assessed valuation.
7. Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for electric services an average of ten percent (10%).
8. Presentation, possible action and discussion regarding the creation of a joint subcommittee with the College Station Independent School District.
9. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for September 13, 2007.
10. Final action on executive session, if necessary.
11. Adjourn.

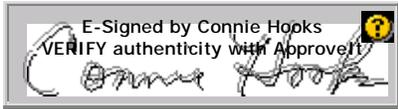
If litigation issues arise to the posted subject matter of these Council Meetings an executive session will be held.

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, September 13, 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 10th day of September, 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. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 10, 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. Council meetings are broadcast live on Cable Access Channel 19.



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City Manager
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Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
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DRAFT MINUTES
College Station City Council
Team Building/Strategic Planning Retreat
Monday, July 16, 2007 and Tuesday, July 17, 2007
Marriott Woodlands Waterway Hotel and Convention Center
1601 Lake Robbins Drive
The Woodlands, Texas 77380

COUNCILMEMBERS PRESENT: Mayor White, Mayor Pro Tem Gay, Ruesink, Scotti, McIlhaney, Massey

COUNCILMEMBER ABSENT: Crompton

STAFF PRESENT: City Manager Brown, Deputy City Manager Childers, Assistant City Manager Merrill, City Attorney Cargill, Jr., City Secretary Hooks, First Assistant City Attorney Robinson, Assistant City Attorney Powell, Assistant to the City Manager Migl, Management Team

VISITORS PRESENT: April Avison, city's news reporter from The Eagle

Mayor White opened the morning session at 9:44 am with all Councilmembers present except John Crompton.

City Manager Brown made introductory remarks about the City Council's commitment to team cooperation and willingness to focus on strategic planning.

Mayor White's made introductory comments and emphasized his goal for a successful retreat.

Bill Bancroft, principal of Conbrio and Sunni Brown, principle of BrightSpot served as facilitators.

Ms. Brown, a graphic recorder facilitated the process with dynamic graphics throughout the two day retreat. Mr. Bancroft outlined three primary retreat objectives.

- 1) To build an effective Council Team with a common vision, clearly stated strategic objectives and measures of success.

- 2) To review Council's "working draft" Strategic Plan to ensure it represents Council's intended direction and outcomes consistent with the articulated common vision, strategic objectives, and measures of success.
- 3) To provide Council with the opportunity to identify any issues, concerns, or priorities which they feel are critical to the success of the council's team performance.

Following a brief recess, Council began the next step in team-building, "Test Your Team Savvy!" The core question asked to Councilmembers was "What must we do as a TEAM to leave legacy of success for the City of College Station by 2020?" Council surveyed their perspectives on the way things really work on our Leadership Team and as a result strengths were mentioned as well as potential areas for team improvement.

The next segment of the retreat involved the City Council discussing their higher purpose in serving on the City Council. Mr. Bancroft asked them to agree on areas they have in common. The group then played a game called "On the Ropes". It reinforced the idea that the Council shares common goals and must operate as a team in order to perform.

The Council recessed for lunch at 12:00 pm.

The next activity involved the Council generating ideas related to their Common Ground. The exercise was termed "Polarities". The priorities and multiple points of view were identified. These items were:

1. Present and Future: Great & Efficient Transportation
2. Value for Money (tax dollars)
3. Safe, liveable neighborhoods in a changing City
4. Diverse, Robust economy
5. Active, ongoing two way communication
6. Optimum Core Services
7. Service in a political environment

Following the creation of the Polarities spectrum, the Council focused on Charter discussion in terms of establishing the rules of engagement to deal with conflicting circumstances where viewpoints differ.

Next, the Council and staff created a timeline of the City's history. Part Two of this process led the Council to generate ideas about what to keep and what to leave behind in moving forward.

TO KEEP

Keep priorities in community with stakeholders
Community Relations important
Keep the long view, staff to follow and allow time to show results of work
Provide resources to accomplish policies/direction
Council set broad direction/no micromanagement
Council needs to stay focused on policies; provide resources to accomplish policies/direction

TO LEAVE BEHIND

Our Day in Court
No more lawsuits with sister city
Islands
No more students killed

The end of the first day of retreat concluded with remarks from Deputy City Manager Terry Childers on the strategic goals and priorities contained with the Council's Strategic Plan

Day 1 concluded at 6:05 pm.

Day Two, July 17, 1007

Mayor White opened the meeting at 8:37 am

Members of the Management Team joined the Council in the retreat activities.

The group identified the most impost important trends such as expectation of service and keeping pace with growth as the highest level of urgency.

Mr. Bancroft instructed the group to separate into smaller groups and develop a cover story vision with creative images and headline text.

The group assessed the Council and staff's strengths and weaknesses for implementing the vision, more commonly known as the SWOT analysis.

Council discussed the strategic issues through 2020.

1. Citywide safety and security
2. Destination place to live, work and play
3. Exceptional infrastructure and service delivery
4. Diverse, growing economy
5. Exceptional multi-modal mobility
6. Sustainable, Quality City workforce
7. Balanced Resources vs. Needs

Council created strategies by developing graphic roadmaps through 2010 that would accomplish the eight strategic issues. The Council unanimously agreed to commit to these strategies.

Staff made comments about the time frame to accomplish these goals.

Each member of the group expressed final comments about the successful retreat.

Hearing no objection, Mayor White adjourned the retreat session at 3:40 pm.

PASSED AND APPROVED this 13th day of September, 2007.

APPROVED:

Mayor

ATTEST:

City Secretary Connie Hooks

The consultant provided a report which is attached to the minutes.



Mayor
Ben White
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Ron Gay
City Manager
Glenn Brown

Council members
John Crompton
James Massey
Lynn McIlhaney
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Draft Minutes
City Council Special Meeting
Monday, August 3, 2007 at 8:45 a.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Mayor, 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.

Special Meeting Agenda Item No. 1 -- Call to order.

Mayor White called the meeting to order at 8:45 a. m.

Special Meeting Agenda Item No. 2 -- Executive Session

At 8:46 a.m., Mayor White announced in open session that the City Council would convene into executive session pursuant to Section 551.074 of the Open Meetings Act, to consider the appointment and evaluation of public officer(s).

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. Parks and Recreation Board
- c. Construction Board of Adjustments
- d. Zoning Board of Adjustments

Council concluded executive session at 11:00 a.m. No action was taken.

Special Meeting Agenda Item No. 3 – Presentation, possible action and discussion regarding appointments to citizen boards and committees. These committees are: Cemetery Committee, Construction Board of Adjustments, Design Review Board, Historic Preservation Committee, Parks and Recreation Board, Planning and Zoning Commission, and Zoning Board of Adjustments.

Council member Scottie moved to appoint Noel Bauman to the Planning and Zoning Commission. Council member Massey seconded the motion, which carried unanimously, 5-0.

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

Council member Massey moved to appoint Wayne Williams and Billy Hart, and to reappoint Shawn Rhodes to the Parks and Recreation Committee. Council member McIlhaney seconded the motion, which carried unanimously, 5-0

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

Council member McIlhaney moved to reappoint Sara Adams and Virginia Reese, and to appoint Christopher Taylor, as alternate to the Cemetery Committee. Council member Massey seconded the motion, which carried unanimously, 5-0

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

Council Ruesink moved to reappoint Marguerite Anthony, Jane Hughey, Meredith Waller, Ernie Wright and moved to appoint Louis Hodges and Anne Steen to the Historic Preservation Committee. Council member McIlhaney seconded the motion, which carried unanimously, 5-0

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

Special Meeting Agenda Item No. 4 -- Presentation, possible action and discussion regarding appointment of Council members to various boards and committees, to include Audit Committee, Brazos County Health Department, BVCOG/TMPA Regional Park Project Advisory Board, BVSWMA Policy 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 13, 2007 City Council Regular Meeting.

Special Meeting Agenda Item No. 5 -- Adjourn.

Hearing no objection, the meeting adjourned at 11:23 a.m. on Monday, August 3, 2007.

APPROVED:

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

DRAFT



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Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Council members
John Crompton
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**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.

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

Council member Crompton moved to hold public hearing on the ad valorem tax rate of \$0.44.9881 per \$100 assessed valuation, Council member Massey seconded the motion, 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 regarding 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. at City Hall, City Council Chambers, 1101 Texas Avenue, College Station, Texas. Council member McIlhaney seconded the motion, which carried unanimously, 7-0.

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

Special Meeting Agenda Item No. 3 -- Adjourn.

Hearing no objections, the meeting adjourned at 6:02 p.m. on Monday, August 13, 2007.

PASSED AND APPROVED this 13th day of September, 2007.

APPROVED:

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

September 13, 2007
Consent Agenda Item No. 2b
Enviromed Medical Waste Hauling Franchise Second Reading

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion on the second 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.

Ordinance No. _____

TERM OF FRANCHISE

4.1 The term of this franchise shall be for a period of five (5) years beginning on the 26th 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.

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

PRODUCER Tom Stewart Insurance 1001 S. Dairy Ashford, Suite 225 Houston, TX 77077 Phone (281)589-0004 Fax (281)589-8889	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.
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INSURED High Horizons, Inc. DBA: Medtrak DBA: Enviromed DBA: All Med Disposal PO Box 1052 Temple, TX 76503	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Co.		INSURER B: Texas Mutual Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <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
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input 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)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/>	EXCESS LIABILITY <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 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.

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

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.

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

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

September 13, 2007
Consent Agenda Item No. 2c
Construction and Demolition Debris Hauling Franchise Second Reading

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the second 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.

**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 BVSWMA 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, it's 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 26th 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.

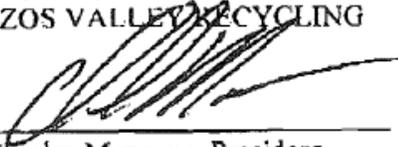
XXVIII.
PUBLIC MEETING

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	

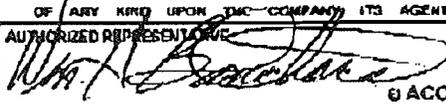
INSURED
 Chas. Mancuso, dba We Rent It,
 Inc. & BCS StopNGoPotties, LLC, etal
 3030 S. Texas Ave.
 Bryan, TX 77802

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 \$ PROPERTY DAMAGE OCC \$ PROPERTY DAMAGE AGG \$ BI & PD COMBINED OCC \$1,000,000 BI & PD COMBINED AGG \$2,000,000 PERSONAL INJURY AGG \$1,000,000 Med Pay 5,000 Fire Legal 100,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS (Private Pass) <input checked="" type="checkbox"/> 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
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	502XA9897	5/8/07	5/8/08	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 Ret. \$ 10,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				W/C STATUTORY LIMITS DTH-PR EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - CA EMPLOYEE \$
A	OTHER BLDGS & CONTENTS All Risk Blanket Equipment Floater	CK00219264	5/8/07	5/8/08	\$495,000 VALUES-\$2,000,000 \$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

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID 82 6EAST-1	DATE (MM/DD/YYYY): 08/06/07
PRODUCER 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.	
INSURED G&A Partners 4801 Woodway #210 Houston TX 77056		INSURER B AFFORDING COVERAGE	NAIC #
		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 HERETOFORE DOCUMENTED 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. ADDITIONAL TERMS SHOWN MAY HAVE BEEN REQUIRED BY EACH POLICY.						
INSR	ADDTL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCASION <input type="checkbox"/> YEAR				EACH OCCURRENCE \$ TOWERS TO TWENTY FIVE THOUSAND (\$25,000) \$ MED INF (ANY AND ALL) \$ RETRINAL & ADV INFLRY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/MP AGS \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SOLE DRIVEN AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> MAX. W/PERMITS				COVERED SINGLE LIMIT (Per accident) \$ OCCUR INCLD (Per person) \$ BODILY INJURY (Per accident) \$ THEFT/BIEN DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTOMOBILE ACCIDENT \$ OTHER THAN AUTOMOBILE \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> BELIEVABLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY 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"/> EMPLOYERS LIABILITY E. EACH OCCURRENCE \$1000000 F. LATEST EMPLOYEE \$1000000 G. DISEASE - 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.

CERTIFICATE HOLDER CITCOL1 City of College Station Attn: Susan P. O. Box 9960 Collogo Station TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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>
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September 13, 2007
Consent Agenda
Construction of Parallel Water Transmission Line Phase III

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding adoption of a resolution to award Contract 07-229 to Brazos Valley Services in the amount of \$5,521,133.50 for the construction of the Parallel Water Transmission Line Phase III.

Recommendation: Staff recommends Council adopt this resolution.

Summary: Projected water demands make it necessary to increase our capacity to transport water from the Sandy Point pump station to the City of College Station. The existing 36" water transmission line is at capacity, and a second transmission line must be constructed, parallel to the existing line. Two prior phases of the new water transmission line are complete, and this project is the final phase of the new 36" line, constructing the new line from State Hwy 21 to Villa Maria Road. When this final phase is complete, the two lines will provide the necessary transmission capacity to meet the City's water demands for at least the next 20 years.

Budget & Financial Summary: The FY08 budget for this project is \$7,838,793. Funds in the amount of \$2,342,181 have been expended or committed to date, leaving a balance of \$5,496,612. This contract is for \$5,521,134. It is anticipated that additional expenditures estimated at approximately \$926,000 will be incurred for inspection services, overheads and land settlements. The additional needed funds will be transferred from the Parallel Wellfield Collection Line project which is currently budgeted in the Water Capital Improvement Projects Fund. This project is anticipated to be delayed until FY09. The funds will be requested back for the Parallel Wellfield Collection Line project as part of the FY09 budget process.

Attachments:

Resolution
Bid tabulation
Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF THE PARALLEL WATER TRANSMISSION LINE PHASE III PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Parallel Water Transmission Line Phase III Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to the Parallel Water Transmission Line Phase III 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 Brazos Valley Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Valley Services for \$5,521,133.50 for the labor, materials and equipment required for the improvements related the Parallel Water Transmission Line Phase III Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvements Project Fund, in the amount of \$5,521,133.50

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

ADOPTED this thirteenth day of September, A.D. 2007.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

TRANSMISSION SYSTEM IMPROVEMENTS PHASE III

BID: 07-93

August 1st, 2007

Item No.	Qty.	Unit Meas.	Description	Brazos Valley Services		Knife River		Garney Companies		Elliott Construction	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	1	LS	Mobilization / Demobilization	217,000.00	\$ 217,000.00	170,000.00	\$ 170,000.00	300,000.00	\$ 300,000.00	100,000.00	\$ 100,000.00
2	21,865	LF	Trench Safety Systems	0.50	\$ 10,932.50	0.50	\$ 10,932.50	0.50	\$ 10,932.50	2.00	\$ 43,730.00
3	1	LS	Traffic Control & Regulation	25,000.00	\$ 25,000.00	20,000.00	\$ 20,000.00	25,000.00	\$ 25,000.00	10,000.00	\$ 10,000.00
4	1	LS	Demolitions	5,000.00	\$ 5,000.00	80,000.00	\$ 80,000.00	20,000.00	\$ 20,000.00	4,000.00	\$ 4,000.00
5	109,100	SY	Clearing	0.31	\$ 33,821.00	0.70	\$ 76,370.00	4.00	\$ 436,400.00	1.15	\$ 125,465.00
6	1,645	LF	Jacked Casing for 36" Carrier Pipe (including carrier pipe)	740.00	\$ 1,217,300.00	850.00	\$ 1,398,250.00	1,200.00	\$ 1,974,000.00	928.00	\$ 1,526,560.00
7	1,645	LF	Jacked Casing for 4" Conduit (including conduit)	58.00	\$ 95,410.00	130.00	\$ 213,850.00	0.01	\$ 16.45	70.00	\$ 115,150.00
8	675	LF	Casing for 36" Carrier Pipe by Open Cut (including carrier pipe)	378.00	\$ 255,150.00	400.00	\$ 270,000.00	455.00	\$ 307,125.00	612.00	\$ 413,100.00
9	675	LF	Casing for 4" Conduit by Open Cut (including conduit)	20.00	\$ 13,500.00	30.00	\$ 20,250.00	0.01	\$ 6.75	42.00	\$ 28,350.00
10	120	LF	36" Piping in Existing Casing	161.00	\$ 19,320.00	170.00	\$ 20,400.00	350.00	\$ 42,000.00	184.00	\$ 22,080.00
11	1	LS	Erosion & Sedimentation Control	40,000.00	\$ 40,000.00	50,000.00	\$ 50,000.00	10,000.00	\$ 10,000.00	65,000.00	\$ 65,000.00
12	160,000	SY	Hydromulch Seeding	0.30	\$ 48,000.00	0.40	\$ 64,000.00	0.10	\$ 16,000.00	0.30	\$ 48,000.00
13	1	LS	Tree Protection & Trimming	5,000.00	\$ 5,000.00	2,500.00	\$ 2,500.00	5,000.00	\$ 5,000.00	4,000.00	\$ 4,000.00
14	2,100	SY	Pavement Replacement	55.00	\$ 115,500.00	60.00	\$ 126,000.00	101.00	\$ 212,100.00	87.00	\$ 182,700.00
15	24	EA	Concrete Retard	250.00	\$ 6,000.00	1,200.00	\$ 28,800.00	1,700.00	\$ 40,800.00	1,275.00	\$ 30,600.00
16	20	LF	48" Piping	1,900.00	\$ 38,000.00	1,900.00	\$ 38,000.00	1,710.00	\$ 34,200.00	2,326.00	\$ 46,520.00
17	20,000	LF	36" Piping	132.00	\$ 2,640,000.00	134.87	\$ 2,697,400.00	95.00	\$ 1,900,000.00	150.00	\$ 3,000,000.00
18	70	LF	30" Piping	900.00	\$ 63,000.00	475.00	\$ 33,250.00	16.50	\$ 1,155.00	685.00	\$ 47,950.00
19	15	EA	36" Butterfly Valve	21,100.00	\$ 316,500.00	20,000.00	\$ 300,000.00	25,500.00	\$ 382,500.00	17,300.00	\$ 259,500.00
20	6	EA	30" Butterfly Valve	14,000.00	\$ 84,000.00	16,000.00	\$ 96,000.00	20,000.00	\$ 120,000.00	13,080.00	\$ 78,480.00
21	5	EA	Combination Ait Valve Manhole in 36" Transmission Line	26,200.00	\$ 131,000.00	14,000.00	\$ 70,000.00	25,000.00	\$ 125,000.00	19,500.00	\$ 97,500.00
22	6	EA	Drain Stations	3,400.00	\$ 20,400.00	4,000.00	\$ 24,000.00	8,500.00	\$ 51,000.00	4,500.00	\$ 27,000.00
23	20,000	LF	Fiber Optic 4" PVC Conduit	3.00	\$ 60,000.00	7.00	\$ 140,000.00	6.00	\$ 120,000.00	6.40	\$ 128,000.00
24	40	EA	Fiber Optic Pull Box	500.00	\$ 20,000.00	5,000.00	\$ 200,000.00	3,000.00	\$ 120,000.00	2,045.00	\$ 81,800.00
25	26	EA	Corrosion Monitoring Test Station	350.00	\$ 9,100.00	2,400.00	\$ 62,400.00	800.00	\$ 20,800.00	1,385.00	\$ 36,010.00
26	15	EA	Access Gates	1,500.00	\$ 22,500.00	1,000.00	\$ 15,000.00	750.00	\$ 11,250.00	800.00	\$ 12,000.00
BASE BID SUBTOTAL:					\$ 5,511,433.50		\$ 6,227,402.50		\$ 6,285,285.70		\$ 6,533,495.00
ADD ALTERNATES											
A1	200	CY	Additional Granular Bedding	25.00	\$ 5,000.00	70.00	\$ 14,000.00	25.00	\$ 5,000.00	7.00	\$ 1,400.00
A2	2	EA	Additional Access Gates	1,500.00	\$ 3,000.00	1,000.00	\$ 2,000.00	750.00	\$ 1,500.00	800.00	\$ 1,600.00
A3	2	EA	Additional Corrosion Monitoring Test Stations	350.00	\$ 700.00	2,400.00	\$ 4,800.00	800.00	\$ 1,600.00	1,385.00	\$ 2,770.00
A4	2	EA	Additional Fiber Optic Pull Box	500.00	\$ 1,000.00	5,000.00	\$ 10,000.00	3,000.00	\$ 6,000.00	2,045.00	\$ 4,090.00
BID ALTERNATE SUBTOTAL:					\$ 9,700.00		\$ 30,800.00		\$ 14,100.00		\$ 9,860.00
BID & ALTERNATE TOTAL:					\$ 5,521,133.50		\$ 6,258,202.50		\$ 6,299,385.70		\$ 6,543,355.00
Bid Certification					Yes		Yes		Yes		Yes
Addendum Acknowledged					7		7		7		7
Bid Bond					Yes		Yes		Yes		Yes
Conflict of Interest					Yes		Yes		Yes		Yes

TRANSMISSION SYSTEM IMPROVEMENTS PHASE III

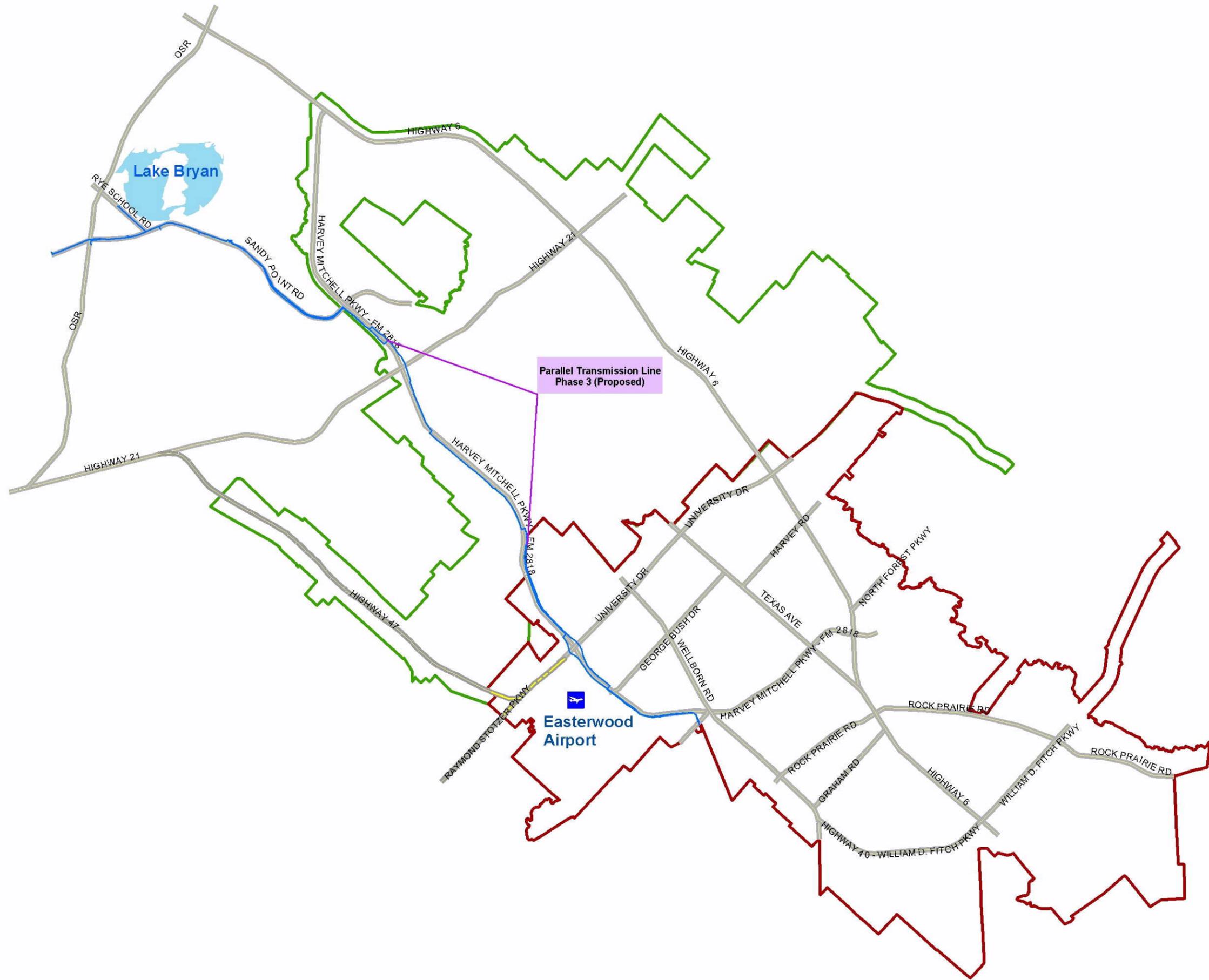
BID: 07-93

August 1st, 2007

Item No.	Qty.	Unit Meas.	Description	Brazos Valley Services		Knife River		Garney Companies		Elliott Construction	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost

Item No.	Qty.	Unit Meas.	Description	Doughtie Construction		Triple "B" Services		George Construction	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	1	LS	Mobilization / Demobilization	175,250.00	\$ 175,250.00	1,000.00	\$ 1,000.00	300,000.00	\$ 300,000.00
2	21,865	LF	Trench Safety Systems	2.00	\$ 43,730.00	1.00	\$ 21,865.00	1.00	\$ 21,865.00
3	1	LS	Traffic Control & Regulation	21,450.00	\$ 21,450.00	3,000.00	\$ 3,000.00	70,000.00	\$ 70,000.00
4	1	LS	Demolitions	65,250.00	\$ 65,250.00	90,000.00	\$ 90,000.00	40,000.00	\$ 40,000.00
5	109,100	SY	Clearing	0.55	\$ 60,005.00	3.00	\$ 327,300.00	0.90	\$ 98,190.00
6	1,645	LF	Jacked Casing for 36" Carrier Pipe (including carrier pipe)	915.00	\$ 1,505,175.00	900.00	\$ 1,480,500.00	850.00	\$ 1,398,250.00
7	1,645	LF	Jacked Casing for 4" Conduit (including conduit)	135.00	\$ 222,075.00	18.00	\$ 29,610.00	60.00	\$ 98,700.00
8	675	LF	Casing for 36" Carrier Pipe by Open Cut (including carrier pipe)	445.00	\$ 300,375.00	280.00	\$ 189,000.00	500.00	\$ 337,500.00
9	675	LF	Casing for 4" Conduit by Open Cut (including conduit)	68.00	\$ 45,900.00	18.00	\$ 12,150.00	55.00	\$ 37,125.00
10	120	LF	36" Piping in Existing Casing	280.00	\$ 33,600.00	265.00	\$ 31,800.00	430.00	\$ 51,600.00
11	1	LS	Erosion & Sedimentation Control	45,810.00	\$ 45,810.00	23,000.00	\$ 23,000.00	25,000.00	\$ 25,000.00
12	160,000	SY	Hydromulch Seeding	0.39	\$ 62,400.00	0.30	\$ 48,000.00	0.01	\$ 1,600.00
13	1	LS	Tree Protection & Trimming	7,500.00	\$ 7,500.00	35,000.00	\$ 35,000.00	10,000.00	\$ 10,000.00
14	2,100	SY	Pavement Replacement	67.00	\$ 140,700.00	50.00	\$ 105,000.00	85.00	\$ 178,500.00
15	24	EA	Concrete Retard	950.00	\$ 22,800.00	600.00	\$ 14,400.00	275.00	\$ 6,600.00
16	20	LF	48" Piping	2,450.00	\$ 49,000.00	2,100.00	\$ 42,000.00	2,500.00	\$ 50,000.00
17	20,000	LF	36" Piping	177.00	\$ 3,540,000.00	187.00	\$ 3,740,000.00	259.00	\$ 5,180,000.00
18	70	LF	30" Piping	625.00	\$ 43,750.00	400.00	\$ 28,000.00	900.00	\$ 63,000.00
19	15	EA	36" Butterfly Valve	16,450.00	\$ 246,750.00	16,000.00	\$ 240,000.00	26,000.00	\$ 390,000.00
20	6	EA	30" Butterfly Valve	14,145.00	\$ 84,870.00	13,000.00	\$ 78,000.00	21,000.00	\$ 126,000.00
21	5	EA	Combination Ait Valve Manhole in 36" Transmission Line	35,367.00	\$ 176,835.00	31,000.00	\$ 155,000.00	27,000.00	\$ 135,000.00
22	6	EA	Drain Stations	7,400.00	\$ 44,400.00	6,000.00	\$ 36,000.00	11,000.00	\$ 66,000.00
23	20,000	LF	Fiber Optic 4" PVC Conduit	11.00	\$ 220,000.00	14.00	\$ 280,000.00	7.00	\$ 140,000.00
24	40	EA	Fiber Optic Pull Box	2,100.00	\$ 84,000.00	6,000.00	\$ 240,000.00	800.00	\$ 32,000.00
25	26	EA	Corrosion Monitoring Test Station	525.00	\$ 13,650.00	1,000.00	\$ 26,000.00	700.00	\$ 18,200.00
26	15	EA	Access Gates	750.00	\$ 11,250.00	1,000.00	\$ 15,000.00	500.00	\$ 7,500.00
BASE BID SUBTOTAL:					\$ 7,266,525.00		\$ 7,291,625.00		\$ 8,882,630.00
ADD ALTERNATES									
A1	200	CY	Additional Granular Bedding	65.00	\$ 13,000.00	35.00	\$ 7,000.00	75.00	\$ 15,000.00
A2	2	EA	Additional Access Gates	750.00	\$ 1,500.00	1,000.00	\$ 2,000.00	2,000.00	\$ 4,000.00
A3	2	EA	Additional Corrosion Monitoring Test Stations	525.00	\$ 1,050.00	1,000.00	\$ 2,000.00	875.00	\$ 1,750.00
A4	2	EA	Additional Fiber Optic Pull Box	2,100.00	\$ 4,200.00	6,000.00	\$ 12,000.00	1,000.00	\$ 2,000.00
BID ALTERNATE SUBTOTAL:					\$ 19,750.00		\$ 23,000.00		\$ 22,750.00
BID & ALTERNATE TOTAL:					\$ 7,286,275.00		\$ 7,314,625.00		\$ 8,905,380.00

Bid Certification	Yes	No	Yes
Addendum Acknowledged	7	7	7
Bid Bond	Yes	Yes	Yes
Conflict of Interest	Yes	Yes	Yes



September 13, 2007
Consent Agenda Item No. 2e
Renewal of Annual Landscape Maintenance Service Contract
For Thirty-Three (33) Municipal Sites

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a Renewal Agreement for an Annual Landscape Maintenance Service Contract for thirty-three (33) municipal sites comprised of buildings, parks, and street medians to Green Teams, Inc. (d.b.a: The Greenery) for an annual expenditure of \$300,555.00.

Recommendation(s): Staff recommends renewing the existing Landscape Maintenance Service Contract, including two existing Change Orders, with Green Teams, Inc. in the amount of \$300,555.00.

Summary: The City uses contract maintenance services for municipal buildings, medians and other public sites where it is more beneficial than with the use of city crews. This allows the Parks & Recreation crews to focus on the maintenance and operation of parks, athletic facilities and related infrastructure and programs.

Green Teams, Inc. was the lowest responsible bidder on Bid #06-121 in July 2006. The bid amount of \$297,463.00 was for all materials, machinery, equipment, superintendence and labor necessary to commence and complete normal turf, ornamental plantings, and irrigation system maintenance operations for thirty-one (31) locations throughout the city. The original term of the contract was October 1, 2006 through September 30, 2007.

This Renewal Agreement will cover operations from October 1, 2007 through September 30, 2008, and includes two Change Orders approved in FY 2007. This is the first of two potential renewals allowed in the contract. Locations covered by this Renewal Agreement include:

- | | | |
|-----------------------------|------------------------------|-----------------------------------|
| 1. Arts Council | 12. <u>Georgia Street</u> | 23. Police Dept-Cy Miller Park |
| 2. Business Center | 13. Greens Prairie medians | 24. <u>Providence church Site</u> |
| 3. Castlegate parks | 14. G. Bush Dr. East | 25. Public Works |
| 4. City Hall/Community Dev. | 15. G. Bush Dr. medians | 26. Rock Prairie medians |
| 5. Fire Station #1 | 16. Hereford/Winding median | 27. Tarrow medians |
| 6. Fire Station #2 | 17. Krenek Tap Crossing | 28. Texas Avenue |
| 7. Fire Station #3 | 18. Library | 29. Unity Plaza |
| 8. Fire Station #5 | 19. Municipal Court | 30. University Dr. medians |
| 9. FM 60-FM 2818 site | 20. Northgate garage | 31. Utility Service Center |
| 10. FM 2818 crepe myrtles | 21. Northgate promenade | 32. WPC Park |
| 11. Freeman tract | 22. Utility Customer Service | 33. WPC Trails |

Change Order #1 (approved in March 2007), in the amount of \$780.00 added the annual maintenance of two residential lots on Georgia Street. This Change Order was approved by the Department Director as the amount was within the Department Director's approved spending level.

Change Order #2 (approved in July 2007), in the amount of \$2,312.00 added the annual maintenance functions for the Providence Missionary Baptist Church Historical site located at F.M. and Turkey Creek Road. Change Order #2 was approved by the Department Director as the amount was within the Department Director's approved spending level.

Original Base Bid	\$297,463.00		
Change Order #1	\$780.00	0.260 %	increase from original bid
Change Order #2	\$2,312.00	0.777 %	increase from original bid
Total	\$300,555.00	1.037 %	

The cumulative total of the two Change Orders is \$3,092.00.

Budget & Financial Summary: Funding for the thirty-three (33) sites included in this Renewal Agreement has been included in the proposed FY 07-08 budget in the General Fund - Parks and Recreation Department; Hotel Occupancy Tax Fund - Parks and Recreation Department; and the Electric Fund - Public Utilities Department.

Attachments:

1. Renewal Agreement Form

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract #06-261 (Bid #06-121), for landscape maintenance in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning October 1, 2007 through September 30, 2008.

GREEN TEAMS, INC.

Len Gallagher
AUTHORIZED REPRESENTATIVE
Len Gallagher

07-27-07
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager
Howell

City Attorney

DATE
8.28-07

DATE

Chief Financial Officer

DATE

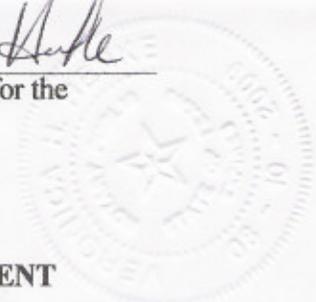
STATE OF TEXAS

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Brazos

This instrument was acknowledged on the 27th day of July, 2008,
by Len Gallagher in his/her capacity as President of
Green Teams, Inc, a Texas corporation, on behalf of said corporation.

Termin A. Hulse
Notary Public in and for the
State of Texas



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2008,
by _____, in the capacity as Mayor of the City of College
Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

**September 13, 2007
Consent Agenda
Construction of Water Well # 7**

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion regarding adoption of a resolution to award Contract 07-243 to Weisinger Water Wells in the amount of \$2,698,483 for the construction of Water Well # 7.

Recommendation: Staff Recommends Council adopt this resolution.

Summary: Projected water demands make it necessary to obtain additional water supply before next summer's peak consumption period. Well 7 has been designed to produce approximately four million gallons per day, which is the maximum allowable production from the Simsboro aquifer. It will be drilled on land the City owned prior to the implementation of the Brazos Valley Groundwater Conservation District rules, and is therefore grandfathered and exempt from the requirement to own 650 acres for a well of this production. The City has received conditional approval for a drilling/operating permit for this well from the Groundwater District.

Please note the pipeline that will connect Well 7 into our water production system will be constructed by separate contract. We are currently working to purchase easements for this pipeline, and the construction contract will be brought to City Council for consideration as soon as possible.

Budget & Financial Summary: The FY08 budget for this project is \$2,962,875. Funds in the amount of \$466,103 have been expended or committed to date, leaving a balance of \$2,496,772. In addition, it is anticipated that related overhead costs in the amount of approximately \$189,000 will be incurred. The additional needed funds will be transferred from the Parallel Wellfield Collection Line project which is currently budgeted in the Water Capital Improvement Projects Fund. This project is anticipated to be delayed until FY09. The funds will be requested back for the Parallel Wellfield Collection Line project as part of the FY09 budget process.

Attachments:

Resolution
Bid tabulation
Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF WATER WELL # 7 PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Water Well #7 Project; and

WHEREAS, the selection of Weisinger Water Well, Inc. is being recommended as the lowest responsible bidder for the construction services related to the Water Well #7 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 Weisinger Water Well, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Weisinger Water Well, Inc. for \$2,698,483.00 for the labor, materials and equipment required for the improvements related the Water Well #7 Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvements Project Fund, in the amount of \$2,698,483.00.

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

ADOPTED this thirteenth day of September, A.D. 2007.

ATTEST:

APPROVED:

City Secretary

MAYOR

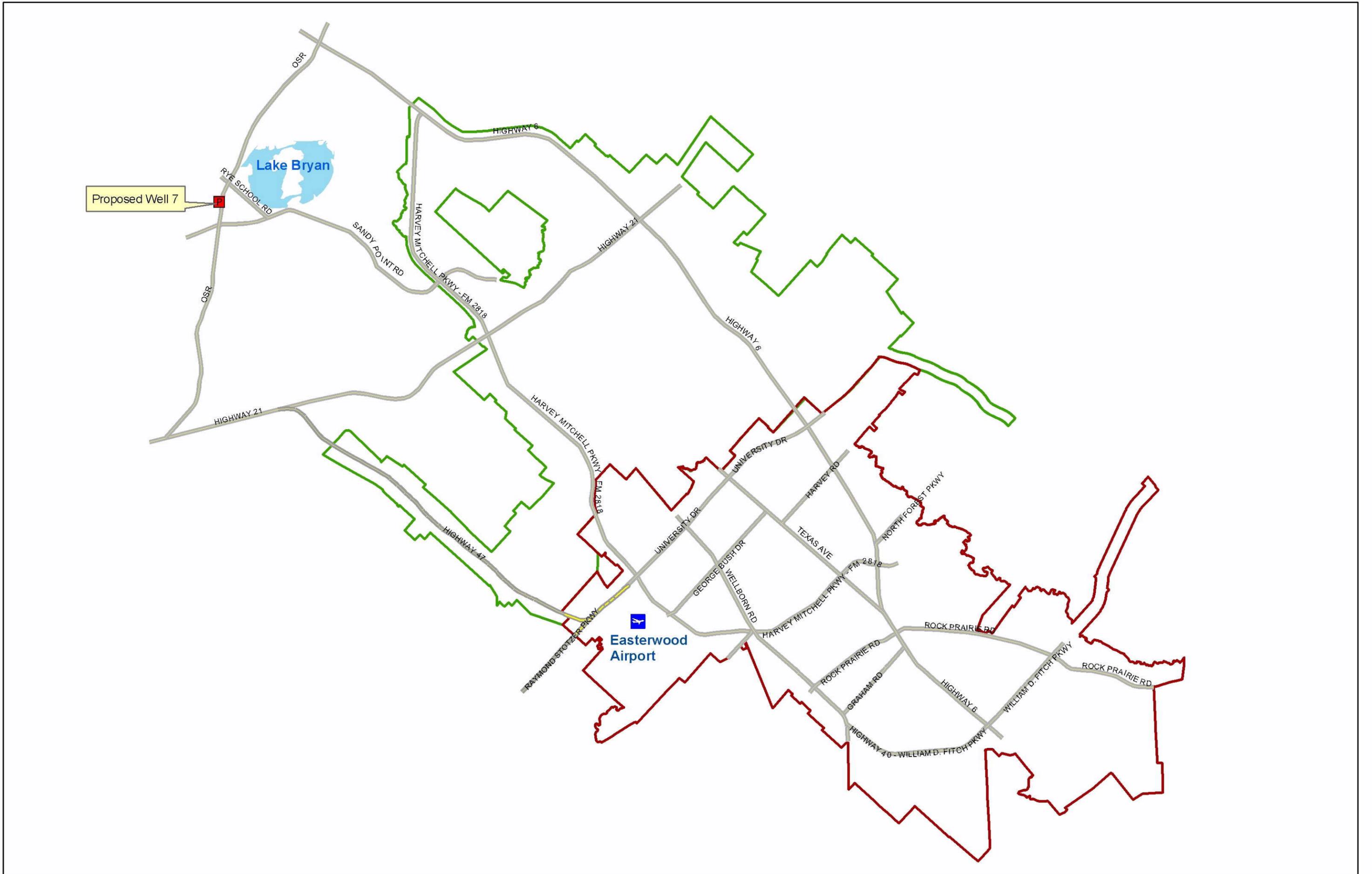
APPROVED:



City Attorney

**WATER WELL NO. 7
 BID: 07-105 - BOD 8/16/07
 WASTEWATER**

Item No.	Qty.	Unit Meas.	Description	Weisinger Water Well, Inc.		Alsay Incorporated		WW Payton		Layne Texas	
				Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	1	LS	Mobilization	268,969.00	\$ 268,969.00	500,000.00	\$ 500,000.00	550,000.00	\$ 550,000.00	216,000.00	\$ 216,000.00
2	1	LS	General Construction	396,510.00	\$ 396,510.00	195,000.00	\$ 195,000.00	12,000.00	\$ 12,000.00	67,000.00	\$ 67,000.00
3	3,000	LF	Pilot Hole	160.00	\$ 480,000.00	108.00	\$ 324,000.00	108.00	\$ 324,000.00	85.00	\$ 255,000.00
4	2,950	LF	Ream Pilot Hole	80.00	\$ 236,000.00	65.00	\$ 191,750.00	65.00	\$ 191,750.00	145.00	\$ 427,750.00
5	1	LS	Pilot Hole Cement Plugs	8,000.00	\$ 8,000.00	17,000.00	\$ 17,000.00	19,900.00	\$ 19,900.00	18,000.00	\$ 18,000.00
6	800	LF	Surface Casing	60.00	\$ 48,000.00	350.00	\$ 280,000.00	350.00	\$ 280,000.00	235.00	\$ 188,000.00
7	1,650	LF	Intermediate Casing	40.00	\$ 66,000.00	215.00	\$ 354,750.00	215.00	\$ 354,750.00	230.00	\$ 379,500.00
8	220	LF	Blank Casing	27.00	\$ 5,940.00	680.00	\$ 149,600.00	680.00	\$ 149,600.00	380.00	\$ 83,600.00
9	500	LF	Screen	87.00	\$ 43,500.00	500.00	\$ 250,000.00	500.00	\$ 250,000.00	465.00	\$ 232,500.00
10	1	LS	Well Development & Production Testing	200,000.00	\$ 200,000.00	100,000.00	\$ 100,000.00	150,000.00	\$ 150,000.00	305,000.00	\$ 305,000.00
11	1	LS	Closed-Circuit Video Inspection	3,000.00	\$ 3,000.00	5,000.00	\$ 5,000.00	7,000.00	\$ 7,000.00	2,000.00	\$ 2,000.00
12	1	LS	Vertical Line Shaft Pump	297,800.00	\$ 297,800.00	200,000.00	\$ 200,000.00	270,000.00	\$ 270,000.00	377,000.00	\$ 377,000.00
13	1	LS	Well Chlorination	5,000.00	\$ 5,000.00	10,000.00	\$ 10,000.00	15,000.00	\$ 15,000.00	1,000.00	\$ 1,000.00
14	1	LS	Site Improvements	561,144.00	\$ 561,144.00	767,000.00	\$ 767,000.00	791,000.00	\$ 791,000.00	944,000.00	\$ 944,000.00
15	1	LS	Site Restoration	14,000.00	\$ 14,000.00	50,000.00	\$ 50,000.00	25,000.00	\$ 25,000.00	27,000.00	\$ 27,000.00
BASE BID SUBTOTAL:					\$ 2,633,863.00		\$ 3,394,100.00		\$ 3,390,000.00		\$ 3,523,350.00
ADDEDUCT ALTERNATES											
A1	1	EA	Test Well	30,000.00	\$ 30,000.00	53,000.00	\$ 53,000.00	65,000.00	\$ 65,000.00	73,000.00	\$ 73,000.00
A2	3,000	LF	Plug and Abandon the Test Well	3.00	\$ 9,000.00	20.00	\$ 60,000.00	20.00	\$ 60,000.00	27.00	\$ 81,000.00
A3	10	EA	Additional Sacks of Cement in Test Hole Plug	10.00	\$ 100.00	100.00	\$ 1,000.00	100.00	\$ 1,000.00	40.00	\$ 400.00
A4	50	HR	Additional Well Development at the Owner's Direction	250.00	\$ 12,500.00	250.00	\$ 12,500.00	250.00	\$ 12,500.00	565.00	\$ 28,250.00
A5	5	HR	Additional Pumping Test at the Owner's Direction	250.00	\$ 1,250.00	250.00	\$ 1,250.00	250.00	\$ 1,250.00	565.00	\$ 2,825.00
A6	1	LS	Furnish & Install 20' Assembly	3,000.00	\$ 3,000.00	3,800.00	\$ 3,800.00	3,800.00	\$ 3,800.00	4,800.00	\$ 4,800.00
A7	1	LS	Furnish & Install 10' Assembly	1,720.00	\$ 1,720.00	2,300.00	\$ 2,300.00	2,300.00	\$ 2,300.00	2,800.00	\$ 2,800.00
A8	1	EA	Furnish and Install Additional Pump Bowl Stage	2,050.00	\$ 2,050.00	2,800.00	\$ 2,800.00	2,800.00	\$ 2,800.00	2,000.00	\$ 2,000.00
A9	1	LS	Increase 450 Hp motor to 500 Hp motor	5,000.00	\$ 5,000.00	10,000.00	\$ 10,000.00	19,350.00	\$ 19,350.00	4,500.00	\$ 4,500.00
BID ALTERNATE SUBTOTAL:					\$ 64,620.00		\$ 146,650.00		\$ 168,000.00		\$ 199,575.00
BID & ALTERNATE TOTAL:					\$ 2,698,483.00		\$ 3,540,750.00		\$ 3,558,000.00		\$ 3,722,925.00
Bid Certification				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum Acknowledged				1	1	1	1	1	1	1	1
Bid Bond				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Conflict of Interest				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes



September 13, 2007
Consent Agenda Item No. 2g
Oaks Park Basketball Pavilion Bid Award

To: Glenn Brown, City Manager

From: Eric Ploeger, Assistant Director of Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution awarding Contract Number 07-249, a construction contract with Dudley Construction in the amount of \$254,900 for the construction of a basketball pavilion at Oaks Park. This amount includes the base bid, plus two accepted alternates.

Recommendation(s): Staff recommends award of the contract to the lowest responsible bidder meeting specifications, Dudley Construction.

Summary: This contract is for the construction of a basketball pavilion at Oaks Park located at the corner of Harvey Road and Stallings Drive. The existing basketball court will be removed and replaced with a new covered pavilion similar to those facilities previously installed at Lions Park and Jack and Dorothy Miller Park.

This project includes enclosing the columns of the existing picnic shelter with the same masonry materials as the new basketball pavilion to enhance the overall appearance of the park.

Sealed, competitive bids for Bid Number 07-103 were received from five (5) contracting firms. The bid summary is attached. The base bid plus the two alternates are recommended for acceptance.

Budget & Financial Summary: The Oaks Park Basketball Pavilion project (PK0706) is being funded with Community Development Block Grant (CDBG) Funds. Funds in the amount of \$230,000 are budgeted and available for this project in the FY07 Parks Capital Improvement Projects Fund. Funds in the amount of \$22,060.08 have been expended or committed to date for design fees and miscellaneous costs, leaving a balance of \$207,939.92. The additional needed funds will be transferred from the Oaks Park Improvements project (PK0705). This project is also a CDBG funded project. Funds in the amount of \$143,000 are budgeted and available for this project in the FY07 Parks Capital Improvement Projects Fund. Funds remaining in the Oaks Park Improvements project will be used for improvements to the park and this will be bid as a separate project in the fall of 2007.

Attachments:

- 1) Resolution
- 2) Bid Number 07-103
- 3) Oaks Park Location Map
- 4) Oaks Park Site Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE OAKS PARK BASKETBALL PAVILION CONSTRUCTION PROJECT, PROJECT NUMBER PK 0706, AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas solicited proposals for the construction phase of the Oaks Park Basketball Pavilion Construction Project; and

WHEREAS, the selection of Dudley Construction is being recommended as the lowest responsible bidder for the construction services related to the Oaks Park Basketball Pavilion Construction 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 Dudley Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Dudley Construction in the amount of \$254,900 for the labor, materials, and equipment required for the Oaks Park Basketball Pavilion Construction Project.

PART 3: That the funding for this Contract shall be as budgeted from the Parks Capital Improvement Projects Fund in the amount of \$230,000; and, in the Oaks Park Improvement Project, Project Number PK 0705, in the amount of \$143,000.

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

ADOPTED this the 13th day of _____, A.D., 2007.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Angela M. DeLuca.
VERIFY authenticity with ApproveIt

City Attorney

**City of College Station
Bid Tabulation**

**BID TAB FOR: Oaks Park Basketball Pavilion
DEPARTMENT: Parks and Recreation
BID: 07-103**

08/14/07

Qty	Unit Meas.	Description	Dudley Construction	Jacody Inc.	Acklam Construction	CLM Construction	Spacemaker Constr.
			College Station, TX	College Station, TX	College Station, TX	Bryan, TX	Edinburg, TX
			Item Total				
Oaks Park Basketball Pavilion							
1	Lot	Base Bid - Construction of new B-ball Court Pavilion	\$241,000.00	\$266,755.00	\$244,070.00	\$246,000.00	\$284,500.00
Alternates							
1	Lot	#1 Upgrade Existing Pavilion w\Columns & Conduit	\$13,750.00	\$12,897.00	\$12,130.00	\$12,150.00	\$7,200.00
1	Lot	#2 Install MBCI "Battenlok", Roof Panels	\$150.00	\$1,400.00	\$1,500.00	\$1,050.00	\$1,400.00
Total Bid Price without Alternates			\$241,000.00	\$266,755.00	\$244,070.00	\$246,000.00	\$284,500.00
Total Bid Price with Alternates			\$254,900.00	\$281,052.00	\$257,700.00	\$259,200.00	\$293,100.00

Total Number of Calendar Days to Completion	120	120	120	120	120
Number of Addenda Acknowledged	2	2	2	2	2
Bid Bond	Y	Y	Y	Y	Y
Bid Cetification Page	Y	Y	Y	Y	Y

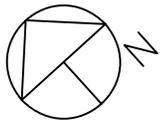
Staff Award Recommendation

University Oaks

Oaks Park

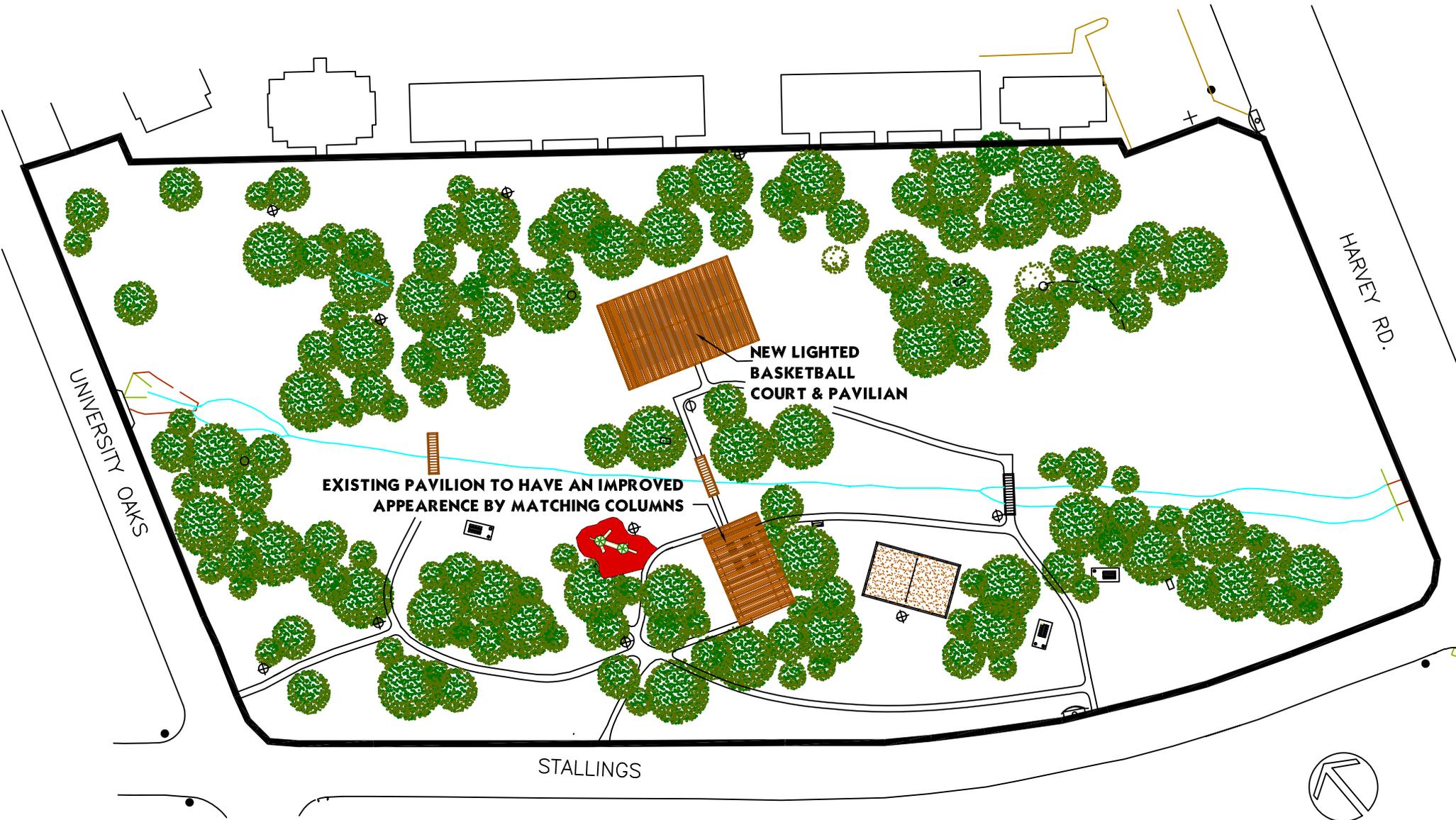
Harvey Rd.

Stallings St.



Oaks Park Location Map

OAKS PARK



**September 13, 2007
Consent Agenda Item No. 2h
Installation of a Load Tap Changer**

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion on the resolution approving a construction contract with Tidal Power Services in the amount of \$134,000 for replacement of a substation electrical transformer load tap changer.

Recommendation: Staff recommends award of the contract to the lowest, responsible bidder meeting specifications, Tidal Power Services.

Summary: This contract is for installation of a load tap changer on an electrical substation power transformer in the Greens Prairie Substation, located at 1401 Arrington Rd, College Station. The new unit will replace a 27 year old unit and is needed to provide reliable electrical service to College Station electrical customers. Sealed competitive bids were received on Bid 07-97 from three (3) firms and a summary of the results are as follows:

Tidal Power Services	\$134,000.00
Waukesha Service	\$198,700.00
National Electric System	\$256,295.00

Budget & Financial Summary: Funds for this project are budgeted in the Electric Capital Improvement Projects Fund.

Attachments:

Resolution
Bid Tabulation
Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE REPLACEMENT OF A ELECTRICAL SUBSTATION TRANSFORMER LOAD TAP CHANGER AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the purchase and construction phase for replacement of a electrical load tap changer; and

WHEREAS, the selection of Tidal Power Services is being recommended as the lowest responsible bidder for the construction services related to replacement of a electrical load tap changer; 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 Tidal Power Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Tidal Power Services for \$134,000.00 for the labor, materials and equipment required for the improvements related to the replacement of an electrical transformer load tap changer.

PART 3: That the funding for this Contract shall be as budgeted from the Electric Department Fund, in the amount of \$134,000.00.

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

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

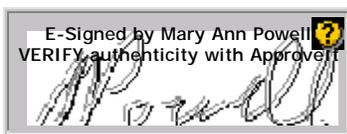
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

**City of College Station
Bid Tabulation**

**BID TAB FOR: Installation of New Load Tap Changer
DEPARTMENT: Public Utilities/Electric
BID: 07-97**

07/31/07

			Tidal Power Services Angleton, TX	Waukesha Electric Goldsboro, NC	National Electrical Syst. Boonville, NY
Qty	Unit Meas.	Description	Item Total	Item Total	Item Total
Installation of New Load Tap Changer					
1	Lot	Base Bid Labor	\$50,000.00	\$91,300.00	\$138,060.00
1	Lot	Base Bid Materials	\$84,000.00	\$107,400.00	\$118,235.00
Total Bid Price			\$134,000.00	\$198,700.00	\$256,295.00
Total Number of Calendar Days to Completion			90	18	150
Staff Award Recommendation					

**City of College Station
Greens Prairie Substation
1401 Arrington Rd**



September 13, 2007
Consent Agenda Item No. 2i
Annual Blanket Purchase Order for the Application of Reclimite Pavement Restoration

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding approval of an annual contract with Pavement Restoration, Inc. for the application of Reclimite Pavement Restoration, at a cost not to exceed \$140,800.00.

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

Summary: A bid for the Annual Blanket Purchase Order for the application of Reclimite Pavement Restoration was received from Pavement Restoration, Inc. Staff recommends the sole source bid from Pavement Restoration, Inc. This product was tested in a pilot project on Aztec, Cortez, Bolero, Cochise and Durango streets in College Station during the summer.

Other entities in Texas such as Travis County are beginning to use the product as well. An opportunity to bid was advertised to insure that other manufacturers had an opportunity to offer an "as equal" product. The Contractor shall furnish all labor, material and equipment necessary to perform all operations for the application of an asphalt-rejuvenating agent to asphaltic concrete surfaces at various locations. The purpose of the agent is to prolong the life of asphalt pavement by restoring and preserving plasticity and durability in the asphalt binder.

Budget & Financial Summary: The application of the agent will be paid for per square yard. The City has the option of two rates depending on whether the City or Contractor provides the mechanical street sweeping unit. Funding for the Annual Blanket Purchase Order for the application of Reclimite Pavement Restoration is provided from the operating budget of the Street Maintenance Division.

Attachments:

1. Tabulation of Bid No. 07-108
2. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE ANNUAL APPLICATION OF RECLIMATE PAVEMENT RESTORATION PRICE AGREEMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Annual Application of Reclimate Pavement Restoration Price Agreement Project; and

WHEREAS, the selection of Pavement Restoration, Inc., is being recommended as the lowest responsible bidder for the construction services related to Application of Reclimate Pavement Restoration Price Agreement; 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 Pavement Restoration, Inc., is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Pavement Restoration, Inc., for \$140,800.00 for the labor, materials and equipment required for the improvements related the Annual Application of Reclimate Pavement Restoration Price Agreement Project.

PART 3: That the funding for this Project shall be as budgeted from the General Funds, Street Division, in the amount of \$140,800.00.

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

ADOPTED this 13th day of September, A.D. 2007.

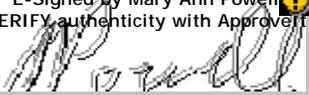
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIT


City Attorney

ANNUAL BID FOR ASPHALT REJUVENATING
DEPARTMENT: Public Works/ Streets Division
BID: #07-108

				Pavement Restoration, Inc.	
Item No.	Est. Quan.	Unit Meas.	Description	Unit Price	Item Total
City of College Station Estimates					
1	176,000	SY	Purchae & Installation of Asphalt Rejuvenating Product Exclusive of Sand Removal	0.7500	\$132,000.00
2	176,000	SY	Purchase & Installation of Asphalt Rejuvenating Product With Sand Removed by Street Sweeper Unit - City May Elect Option to Provide This Service In-house	0.8000	\$140,800.00

September 13, 2007
Consent Agenda Item No. 2j
Change Order No. 1
For the Nantucket Sewer Line Project

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion, and possible action ratifying Change Order No. 1 to Contract #06-267 with Doughtie Construction Company in an amount not to exceed \$61,471.00 for the Nantucket Sewer Line Project.

Recommendation(s): Staff recommends that Council ratify the Change Order in an amount not to exceed \$61,471.00.

Summary: All items shown on the Change Order have been installed. The Council is being asked to ratify the Change Order such that the contractor can be paid by the City for the work already completed.

The items listed on the Change Order are adjustments to reflect actual installed quantities and to pay for items required due to changed and/or unanticipated site conditions. The items include extensions of borings, boring under a street constructed by new development after the plans were completed, a new sewer service tap, and a correction to the alternate bid process. The contractor bid 30-in boring at \$475/ft. When the bid alternate for "Driveway repair in lieu of boring" was calculated, the boring was priced at \$490/ft or \$15 too high. This change order makes that correction.

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

Attachments:

1. Change Order No. 1
2. Location Map

CHANGE ORDER NO. 1
 CONTRACT # 06-267
 PROJECT # WTWOC -
 WF0395480/ WF0395488

DATE: September 13, 2007

P.O.#061211

PROJECT DESCRIPTION: Nantucket Sewer Line Project.;
 Construct sanitary sewer line along SH 6, Nantucket Drive to
 Arrington Road

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

CONTRACTOR: Doughtie Construction
 PO Box 1233
 Huntsville, TX 77342-1233

Ph: 936-295-9420
 Fax: 936-295-5750

PURPOSE OF THIS CHANGE ORDER: Additional costs due to changed conditions at time of construction, insufficient quantities in original contract, install customer tap.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LF	18" PVC SS (F679 SDR 26)	\$ 73	548	630	\$ 5,986.00
2	LF	Driveway Repair	\$ 335	103	43	(\$ 20,100.00)
3	LF	18" Sanitary Sewer (DIP CL 250)	\$ 89	249	269	\$ 1,780.00
4	LF	30" Steel Casing by Bore w/ 18" DIP Sewer	\$ 475	361	480	\$ 56,525.00
5	LF	24" Steel Casing by Bore w/ 12" DIP Sewer	\$ 365	200	215	\$ 5,475.00
6	LS	Remove/ relay storm sewer	\$ 7,500	0	1	\$ 7,500.00
7	LS	New Service Line	\$ 1,155	0	1	\$ 1,155.00
8	LS	Drop Manhole	\$ 1,275	0	1	\$ 1,275.00
	LS	Correct Bid Error	\$ 1,875	NA	NA	\$ 1,875.00
Total						\$61,471.00

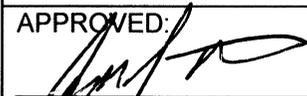
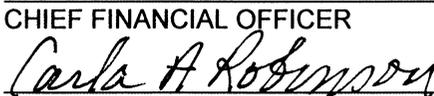
THE NET AFFECT OF THIS CHANGE ORDER IS A 6.5 % INCREASE

ORIGINAL CONTRACT AMOUNT \$ 943,190.73
 Change Order No. 1 \$ 61,471.00 6.5 % of Original Contract Amount
 REVISED CONTRACT AMOUNT \$ 1,004,661.73

ORIGINAL CONTRACT TIME 270 Days
 Change Order No. 1 Time Extension or Reduction 15 Days
 REVISED CONTRACT TIME 285 Days

ORIGINAL SUBSTANTIAL COMPLETION DATE 9/07/07 Does not include rain days
 REVISED SUBSTANTIAL COMPLETION DATE 9/22/07

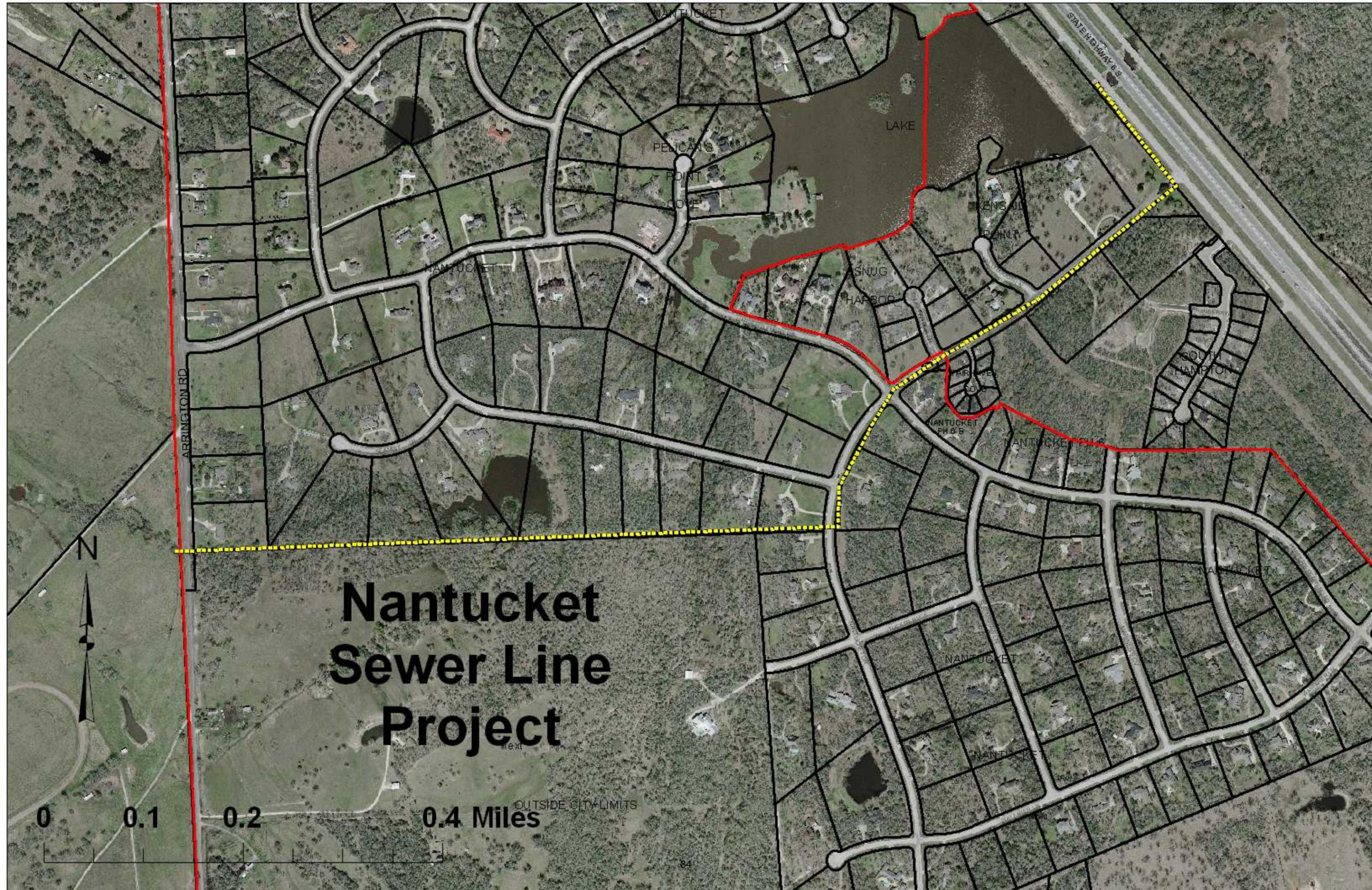
APPROVED:

	28 Aug 07		
A/E CONTRACTOR	Date	CHIEF FINANCIAL OFFICER	Date
	8/28/07		
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
	8/28/07		
PROJECT ENGINEER	Date	CITY MANAGER	Date
	8/28/07		
CITY ENGINEER	Date	MAYOR	Date

All items on this Change Order are acceptance by ratification of work already completed. This Change Order does not make any material changes to the terms of the contract.

 8/28/07
DEPARTMENT DIRECTOR ADMINISTRATOR Date CITY SECRETARY Date

All items on this Change Order are acceptance by ratification of work already completed. This Change Order does not make any material changes to the terms of the contract.



Nantucket Sewer Line Project

ARRINGTON RD

STATE HIGHWAY 63

LAKE

PELICAN'S POINT COVE

SNUG HARBOR

KENSILL POINT

SOUTH HAMPTON

NANTUCKET PHOB

NANTUCKET

NANTUCKET

NANTUCKET

NANTUCKET

OUTSIDE CITY LIMITS

0 0.1 0.2 0.4 Miles

N

September 13, 2007
Consent Agenda Item No. 2k
Proposed Single-Family Housing Tax Credit Development

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion and possible action on a resolution approving a contract for the loan of HOME Investment Partnership (HOME) Program funds for the proposed Santour Court Housing Tax Credit development; and authorization for the Mayor to sign the resolution and contract.

Recommendation(s): Staff recommends approval of the Loan Agreement allocating \$500,000 of HOME funding for this affordable, single-family residential development.

Summary: On February 22, 2007, the City Council unanimously approved a Resolution of Support (#02-22-2007-01) for this development. More recently, on July 30th, the Texas Department of Housing & Community Affairs (TDHCA) awarded Housing Tax Credit funding for the project. This proposed residential development was submitted in response to RFP #07-06 and represents the sole response. The development is to be located on Santour Court, south of Eagle Avenue between Renee Lane and Lienz Lane, in Edelweiss Gartens Phase 7 Subdivision. The developer is Mr. Emanuel Glockzin of Homestead Development Group, Ltd., and the subject property is appropriately zoned. The development will consist of sixteen (16) four-bedroom, single-family homes and construction will be 100% brick veneer and will include two-car garages. The City's 2005 - 2009 Consolidated Plan, as adopted by the City Council, identified a need for this type of affordable, residential development.

The development will exclusively serve income-qualified families and be constructed with private funds, State of Texas Housing Tax Credit funding, and, with City Council approval, funds from the City's HOME Investment Partnership Program. All of the units will be affordable with rents established at below the current fair-market rate. The developer agrees to maintain the property as an affordable family housing development for a minimum of forty (40) years.

Previous residential developments by this developer are of high quality and stringent quality and maintenance standards have been included in the agreement to insure that this development is a long-term asset to the neighborhood and community. Further, specific language prohibiting the use of these homes for traditional student housing has been included as well. Staff also received positive references related to the previous work of this developer, which has been involved in the construction of over 1,380 multifamily and elderly units in twenty-seven (27) Texas cities.

Budget & Financial Summary: The recommended funding level from the City's HOME Program is \$500,000, which will be structured as an interest-free, long-term loan and repaid to the City at the end of the Housing Tax Credit affordability period. Funding for this residential development has been approved by the City Council in the FY 2006-07 and FY 2007-08 Community Development budgets.

Attachments:

- 1 - Resolution
- 2 - Agreement
- 3 - Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THE LOAN OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS TO SANTOUR COURT, LTD AND AUTHORIZING THE COMMITMENT AND EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station received a request from Homestead Development Group, Ltd., on behalf of Santour Court, Ltd., for financial support of an affordable rental housing development, "Santour Court"; and

WHEREAS, Santour Court, Ltd. has received an award from the Texas Department of Housing and Community Affairs for a tax credit allocation for the year 2007; and

WHEREAS, The City Council previously unanimously approved a resolution of support (# 2-22-2007-01) for this specific local project and authorized the Mayor to sign a letter of support on February 22, 2007; and

WHEREAS, the construction of affordable rental housing is in accordance with the City of College Station 2005-2009 Consolidated Plan which demonstrates a need for this type development; 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 contract with Santour Court, Ltd. for \$500,000.

PART 2: That funding for this contract in the amount of \$225,000 shall be budgeted from the Community Development FY 2006 - 2007 HOME budget, and an additional \$275,000 of HOME funds will be made available for this contract from the Community Development FY 2007 - 2008 HOME budget.

PART 3: It is found and determined that the meeting at which this Resolution passed was open to the public as required, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

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

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

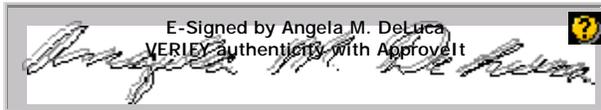
APPROVED

ATTEST:

City Secretary

Mayor

APPROVED:



City Attorney

CITY OF COLLEGE STATION, TEXAS

**CONTRACT FOR
HOME PROGRAMS**

Article I. PARTIES

Section 1.01 This contract for HOME Programs (the "Agreement") is between the **City of College Station** ("City"), a Home Rule municipal corporation and political subdivision of the State of Texas, and, **Santour Court, Ltd.**, ("Recipient") a Texas Limited Partnership (collectively referred to as the "Parties").

Article II. CONTRACT PERIOD

Section 2.01 This Agreement shall commence on the date of execution and terminate on the first day of the forty-first (41st) year after the date of execution of this contract, or until the principal amount of the loan has been repaid in full, whichever is earlier. However, the term of this agreement will not be less than expiration of the period of affordability calculated in accordance with 24 CFR 92.252(e) AND 24 CFR 92.254, in which the (40) forty-year period commences after completion of the project described in the Performance Statement unless otherwise specifically provided by the terms of this Agreement (the "Agreement Period"), or unless extended by agreement of the Parties in writing.

Article III. RECIPIENT PERFORMANCE

Section 3.01 Recipient shall administer one or more projects in accordance with the HOME INVESTMENT PARTNERSHIPS ACT OF 1990, 42 U.S.C. 12701 ET SEQ. (THE ACT) and the implementing regulations, 24 CFR PART 92, TEXAS ADMINISTRATIVE CODE SECTION TITLE 10 PART 1 ET SEQ., the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES, and the HOME PROGRAM GUIDELINES AND APPLICATION PACKAGE. Recipient shall perform all activities in accordance with the terms of the Performance Statement, ("Exhibit A" attached hereto); the Budget, ("Exhibit B" attached hereto); the Project Implementation Schedule, ("Exhibit C" attached hereto); the Applicable Laws and Regulations, ("Exhibit D" attached hereto); the Certifications, ("Exhibit E" attached hereto); the Note ("Exhibit F" attached hereto), the Deed of Trust ("Exhibit G" attached hereto), the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

Section 3.02 Recipient shall perform all activities related to the construction of this project no later than August 1, 2009.

Section 3.03 Recipient, his assigns or successors-in-interest in the property shall place deed restrictions on the property prior to completion of the project in accordance with 24 CFR 92.252. The deed restrictions shall be for a minimum period of forty (40) years (the HOME affordability period) and shall restrict the use of the property so as to meet the HUD affordability requirements. In the event the affordability requirements of 24 CFR 252(e) AND 24 CFR 254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds.

Section 3.04 In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 CFR §92.503, as outlined in the Performance Statement, "Exhibit A".

Section 3.05 All HOME assisted units shall comply with the HOME rents as stated in 24 CFR. 92.252. Recipient must annually provide City with information on rents and occupancy of HOME-assisted units. Rents may not exceed the maximum HOME rents published annually by HUD. Initial rental rates may not exceed the maximum HOME rents published by HUD at the time of occupancy. Any increase in rents for HOME-assisted units is subject to the provisions of 24 CFR § 92.252(f)(3). Tenants of HOME units must receive not less than 30 days prior written notice before implementing any increase in rents. Based upon the HOME portion of the total eligible development cost, thirteen (13) units will be designated as HOME assisted units and will be floating units. The term floating units means units that are designated as HOME assisted units but may change over time as long as the total number of HOME assisted units within the project remains not less than thirteen (13) and that these units do not differ over the affordability period in terms of size, amenities and number of bedrooms from other non HOME assisted units. Twenty percent (20%) or three (3) of the HOME assisted units must be designated Low-HOME rent units for residents whose income equals 50% of the median income for the area.

Section 3.06 Maximum rents and income will be established annually by the U.S. Department of Housing and Urban Development, and the Recipient will be notified in writing of said rates by the Economic and Community Development Department, as soon as the Department is made aware of said rates.

Section 3.07 Annually or as tenant occupancy changes, whichever occurs earlier, the Recipient will submit to the City a copy of the lease and proof of income of the tenants occupying the HOME units. This information will be submitted for the duration of the affordability period as noted in the Deed of Trust, the Promissory Note, and the Covenants and Restrictions placed on the property.

Section 3.08 Within six (6) months from issuance of the Certificate of Occupancy, each HOME unit must be occupied by an eligible tenant. The Recipient agrees not to prohibit a Section 8 tenant from occupying a HOME unit. The Recipient is not prohibited from conducting a background check on credit history or criminal history.

Section 3.09 Tenancy of all sixteen (16) units shall be primarily for large, income-eligible families. Except as allowed under applicable regulations, all sixteen (16) units shall not be occupied by students or used primarily as student housing.

Article IV. CITY OBLIGATIONS

Section 4.01 Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article III of this Agreement, City shall be liable for actual and reasonable costs incurred by Recipient during the Agreement period for performances rendered under this Agreement by Recipient, subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate federal funds. If adequate funds are not available to make payments under this Agreement, City shall notify Recipient in writing within a reasonable time after such fact is determined. City shall then terminate this Agreement and shall not be liable for failure to make payments to Recipient under this Agreement.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 CFR, SECTION 92.206(A) and Article V of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly and incurred because of prohibited activities as defined in 24 CFR, SECTION 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of Exhibits A, B, C, D, E, F and G of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this Agreement.

Section 4.02 LIMIT OF LIABILITY **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL OF ALL PAYMENTS AND OTHER OBLIGATIONS INCURRED BY CITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED FIVE HUNDRED THOUSAND DOLLARS AND NO/100, (\$500,000.00); \$225,000 FROM THE FY 2007 BUDGET (HUD GRANT YEAR 2006), AND \$275,000.00 FROM THE FY 2008 BUDGET (HUD GRANT YEAR 2007).**

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Section 4.03 Conversion to Homeownership With the written permission of the City, the owner of the HOME-assisted rental unit(s) may convert said units to homeownership pursuant to 24 CFR§92.255.

Article V. DISBURSEMENT OF FUNDS

Section 5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this Agreement in accordance with the requirements of 24 CFR 92.502. Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

Section 5.02 The Parties agree that City's obligations to make payments under this Agreement are contingent upon Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines that Recipient will be unable to commit or expend funds within the prescribed time, as determined by City in its sole discretion.

Section 5.03 The Parties agree that any right or remedy provided for in this Article V or in any other provision of this Agreement is cumulative, and shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Article VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND PROGRAM INCOME FOR GOVERNMENT ENTITIES AND NON-PROFITS

Section 6.01 Except as specified in Subsection 6.02, Recipient shall comply with the requirements of OMB CIRCULARS NO. A-133 AND 24 CFR PART 84, SECTIONS, 84.2, 84.5, 85.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60, 84.72, AND 84.73 and any other OMB Circulars which may apply either prospectively or retroactively. Recipient shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this Agreement. In a format acceptable to the City, Recipient shall provide reports of program income as requested by City and at the termination of this Agreement.

Section 6.02 Non-profit organizations must comply with applicable regulations under OMB CIRCULAR NUMBERS A-110 AND A-122 pursuant to 24 CFR SECTION 92.505 and any other applicable regulations.

Article VII. RETENTION AND ACCESSIBILITY OF RECORDS

Section 7.01 Recipient must establish and maintain sufficient records, including those listed under 24 CFR, SECTION 92.508. The sufficiency of the records will be determined by City.

Section 7.02 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

Section 7.03 All records pertinent to this Agreement shall be retained by Recipient for five calendar years after the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 AND 92.252, as applicable.
- (c) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

Section 7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts.

Section 7.05 Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

Article VIII. REPORTING REQUIREMENTS

Section 8.01 Recipient shall submit to the City such reports on the operation and performance of this Agreement as may be required by the City including but not limited to the reports specified in this Article VIII. Recipient shall provide the City with all reports necessary for the City's compliance with 24 CFR 92.508, 92.509 and 24 CFR SUBPART J or any other applicable statute, law or regulation. Additionally Recipient shall provide HUD and the City complete access to the

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property, all books, records, files, reports or other papers as requested by the City and HUD.

Section 8.02 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to promptly submit to the City any report required by this Agreement, the City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If the City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the City until such time as Recipient fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld.

Section 8.03 Verification of Income. Verification of income for HOME assisted unit tenants will be pursuant to 24 CFR 5.609.

Article IX. MONITORING

Section 9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. Recipient shall provide access to all files and data of HOME assisted tenants and physical access to inspect each HOME assisted unit. Recipient shall attend a compliance seminar after the award of funds and prior to first draw, unless the Recipient retains a representative or management agency which already holds certifications for the required training. Recipient shall present current certification of representative or management agency prior to first draw. After each monitoring visit, the City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performance under this Agreement, the monitoring report shall include requirements for the prompt correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Sections XVIII and XIX of this Agreement.

Article X. INDEPENDENT CONTRACTOR

Section 10.01 It is expressly understood and agreed by the Parties hereto that the City is contracting with Recipient as an Independent Contractor and not any employee, or agent of the City. This Agreement does not establish or constitute a joint venture between the City and Recipient.

Section 10.02 By entering into this Agreement THE CITY and RECIPIENT do not intend to create a joint enterprise.

ARTICLE XI. INDEMNIFICATION

SECTION 11.01 RECIPIENT AGREES TO AND SHALL INDEMNIFY AND HOLD

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HARMLESS THE CITY, ITS PUBLIC OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING REASONABLE ATTORNEY FEES, COSTS AND EXPERT FEES, WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES AND WORK TO BE PERFORMED BY RECIPIENT UNDER THIS AGREEMENT.

SECTION 11.02 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY, THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

ARTICLE XII. SUBCONTRACTS

Section 12.01 Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining the City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor Eligibility form, as specified by the City, for each such proposed subcontract and Recipient has obtained the City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts the City is in no way liable to Recipient's subcontractor(s).

Section 12.02 In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain the City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Recipient. The City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. The City maintains the right to insist upon Recipient's full compliance with the terms of this Agreement, and by the act of approval under Article XII. The City does not waive any rights or remedies which, may exist or which may subsequently accrue to the City under this Agreement.

Section 12.03 Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

Section 12.04 Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

Article XIII. CONFLICT OF INTEREST

Section 13.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of the City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 CFR 84.40 - 84.48 AND OMB CIRCULAR A-110 in the procurement of property and services.

Article IV. NONDISCRIMINATION AND SECTARIAN ACTIVITY

Section 14.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under this Agreement must be made available in accordance with the requirements of SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701U) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan city as the project.

Section 14.02 Religious Organizations. Funds provided under this Agreement may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this Agreement may not be used to rehabilitate or construct housing owned by primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this Agreement may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. The completed housing project must be used exclusively by the owner entity for secular purposes and must be available to all persons regardless of religion. There must be no religious or membership criteria for tenants of the property as specified under 24 CFR 92.257.

Article XV. LEGAL AUTHORITY

Section 15.01 Recipient assures and guarantees that Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Recipient has obligated itself to perform hereunder.

Section 15.02 The person or persons signing and executing this Agreement on behalf of Recipient, or representing themselves as signing and executing this Agreement on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this Agreement on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

Section 15.03 Recipient shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, the City shall have the right to suspend or terminate this Agreement if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Investment Partnership Program.

ARTICLE XVI. LITIGATION AND CLAIMS

Section 16.01 Recipient shall give the City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this Agreement; and b) any claim against Recipient, the cost and expense of which Recipient may be entitled to be reimbursed by the City. Except as otherwise directed by the City, Recipient shall furnish immediately to the City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

ARTICLE XVII. CHANGES AND AMENDMENTS

Section 17.01 Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

Section 17.02 It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to the City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Investment Partnership Program.

Section 17.03 Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

ARTICLE XVIII. SUSPENSION

Section 18.01 In the event the Recipient fails to comply with any term of this Agreement, the City may, upon written notification to the Recipient, suspend this Agreement in whole or in part and withhold further payments to the Recipient, and prohibit the Recipient from incurring additional obligations of funds under this Agreement.

ARTICLE XIX. TERMINATION

Section 19.01 The City may terminate this Agreement in whole or in part, in accordance with 24 CFR 85.43 and this Article or as provided in this Agreement. In the event Recipient materially fails as determined by the City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, the City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME Investment Partnership Program awards from Recipient.

- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.
- (e) The City, with the consent of the Recipient, may terminate this Agreement for convenience in accordance with 24 CFR 85.44.

ARTICLE XX. AUDIT

Section 20.01 Unless otherwise directed by the City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 CFR 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501 ET. SEQ., AND OMB CIRCULAR NO.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the Agreement Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient that received, expended, or otherwise administered federal funds;
- (c) The cost of such audit services is the responsibility of Recipient. The City shall not make payment for the cost of such audit services;
- (d) Unless otherwise specifically authorized by the City in writing, Recipient shall submit the complete and final report of such audit to the City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XX are subject to review and resolution by the City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as Exhibit B.

Section 20.02 Notwithstanding Paragraph 20.01, the City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Recipient agrees to permit the City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

Section 20.03 Recipient understands and agrees that it shall be liable to the City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Recipient further understands and agrees that reimbursement to the City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this Agreement.

Section 20.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XX as the City may require of Recipient.

Section 20.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

ARTICLE XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS

Section 21.01 Recipient understands and agrees that by the execution of this Agreement, the City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to the City in accordance with and to the extent specified in 24 CFR, PART 58.

In accordance with 24 CFR 58.77(B), the City further understands and agrees that the City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

Section 21.02 Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur.

Section 21.03 The City shall prepare a written Environmental Assessment of its activities in accordance with 24 CFR PART 58, SUBPART F, the City must then follow the steps specified in this subsection to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). When the Environmental Assessment is completed, the City must follow one of the following two (2) procedures:

- (1) The first is a Finding of Significant Impact, in which the Request for Release of Funds for the project is an action which may significantly affect the quality of the human environment. If this is the case, the City must then prepare an Environmental Impact Statement in accordance with SUBPART G OF 24 CFR PART 58.
- (2) The second and more common procedure must be followed for all projects not requiring an Environmental Impact Statement. The City in this instance must publish, in the manner prescribed in 24 CFR 58.43, a combined legal notice in a single publication: A Finding of No Significant Impact, and a Notice of Intent to Request Release of Funds. In the first part of this notice, the City certifies that, as a result of the Environmental Assessment, the project is not an action which may or will significantly affect the quality of the human environment. The City shall then provide the public with at least fifteen (15) calendar days to comment on this combined notice following its publication date, unless exceptional circumstances

exist as specified in 24 CFR 58.46. If no unresolved problems occur, the City must then concurrently submit to HUD the following documents:

- (a) a Publisher's Affidavit and certification form, for the combined legal notice; and
- (b) a Request for Release of Funds form.
- (c) Upon receipt of such documents, the City must allow a fifteen (15) calendar day comment period to expire before it can formally release any project funds which are subject to the environmental review regulations. The City must comply with all other applicable environmental requirements as specified in Exhibit D of this Agreement. The City shall document its compliance with such other requirements in its environmental review file.

Section 21.04 The City shall complete a written Finding of Categorical Exclusion, as applicable under 24 CFR 58.35 (A), by which the activities or projects funded this Agreement are categorically excluded from the NATIONAL ENVIRONMENTAL POLICY ACT requirements of 24 CFR PART 58. The City shall publish a Notice of Intent to Request Release of Funds in the manner prescribed in 24 CFR 58.43. The City shall provide the public with at least seven (7) calendar days to comment on the Notice following its publication date. Finally, the City shall concurrently submit to HUD the following documents:

- (a) a Request for Release of Funds form;
- (b) the written Finding of Categorical Exclusion described above; and
- (c) a Publisher's Affidavit for the Notice of Intent to Request Release of Funds.
- (d) Upon receipt of such documents, the City must allow a fifteen (15) calendar day comment period to expire before it can formally release any project funds which are subject to the environmental review regulations. The City must comply with all other applicable environmental requirements as specified in Exhibit D of this Agreement. The City shall document its compliance with such other requirements in its environmental review file.

Article XXII. SPECIAL CONDITIONS

Section 22.01 The City shall not release any funds for any costs incurred by Recipient under this Agreement until the City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Agreement. The City shall specify the content and form of such certification.

Section 22.02 Affordability. Funds provided under this Agreement must meet the affordability requirement of 24 CFR 92.252 AND 92.254, and the HOME Investment Partnership Program rules as applicable. The affordability period for this agreement shall be forty (40) years.

Section 22.03 Repayment. Recipient agrees that all repayments, including all interest and any other return on the investment of HOME Investment Partnership Program funds will be made to the City pro-rata. The formula for repayment is the funds received which are subject to repayment divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

Section 22.04 Housing Quality Standards. Recipient shall ensure that all housing, rental or owner-occupied, assisted with funds provided under this Agreement shall meet the requirements of 24 CFR 92.251 for the duration of this Agreement.

Section 22.05 Affirmative Marketing. Recipient shall adopt and submit for the City's approval Affirmative Marketing procedures and requirements, not later than 30 days after the date this Agreement is executed. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. The City will assess the efforts of the Recipient during the rental and marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a Recipient fails to follow the Affirmative Marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide the City with an annual assessment of the Affirmative Marketing program of the development. The assessment must include:

- (a) Method used to inform the public and potential tenants about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of vacant units must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market units and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by the City.
- (c) Recipient shall solicit applications for vacant units from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.

- (d) Recipient shall maintain a listing of all tenants residing in each unit through the end of the compliance period.

Section 22.06 The City shall not release any funds for any costs incurred by Recipient under this Agreement until the City has received from Recipient a legally enforceable agreement containing requirements and remedies adequate to enforce the affordability requirements of 24 CFR 92.252 and 92.254, as applicable, with Recipient. Recipient shall record said contract in the real property records of the City where the project is located and return the original document, duly certified as to recordation by the appropriate City official, to the City. Receipt of such certified recorded original by the City is required prior to issuance of funds under this Agreement.

Section 22.07 Flood Insurance. Funds provided under this Agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

Section 22.08 Fair Housing. Recipient participating in the HOME Program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing according to 24 CFR 92.350.

Section 22.9 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Recipient must comply with the applicable provisions of 24 CFR 92.353.

Section 22.10 Property Standards. Recipient shall ensure that all housing, rental or owner-occupied, assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 CFR 92.355 upon project completion and (2) shall meet the requirements of 24 CFR 92.251 for the duration of this Agreement.

Section 22.11 Tenant and Participation Protections. Recipient shall ensure that all tenant and participation protection policies are in accordance with 24 CFR 92.253, and the Recipient shall comply with all other provisions of 24 CFR 92 Subpart F.

Section 22.12 All documents necessary for the conveyance of real property, pursuant to the Agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, and any covenants and restricts, etc.).

Section 22.13 Funding under this Agreement is contingent upon Recipient meeting all terms, conditions of this Agreement.

Section 22.14 This Agreement and the performance hereunder may not be assigned without the express written consent of the City.

Section 22.15 This Agreement is binding on Recipient's assigns and successors-in-interest.

Article XXIII. ORAL AND WRITTEN CONTRACTS

Section 23.01 All oral and written contracts between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

Section 23.02 The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Recipient in accordance with Article III of this Agreement.

- (a) Exhibit A. Performance Statement
- (b) Exhibit B. Budget
- (c) Exhibit C. Project Implementation Schedule
- (d) Exhibit D. Applicable Laws and Regulations
- (e) Exhibit E. Certifications
- (f) Exhibit F. Real Estate Lien Note
- (g) Exhibit G. Deed of Trust

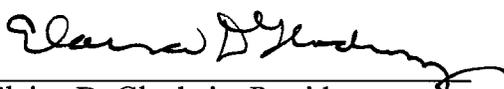
Article XXIV. VENUE

Section 24.01 For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas.

Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 25.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of contractor under this Agreement. Upon request by the City, Recipient shall furnish satisfactory proof of its compliance herein.

SANTOUR COURT, LTD., a Texas Limited Partnership
By: Its sole general partner
Pinnacle Homestead Management, Inc., a Texas Corporation



Elaina D. Glockzin, President

8-30-07

Date

CITY OF COLLEGE STATION

By: _____
Ben White, Mayor

Date

ATTEST:

By: _____
Connie Hooks, City Secretary

Date

APPROVED:

City Manager

Date

Angela M. DeLuca

City Attorney

Date

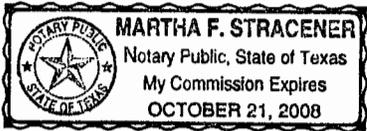
Chief Financial Officer

Date

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30 day of August, 2007, by Elaina D. Glockzin, in her capacity as President of Pinnacle Homestead Management, Inc., the sole general partner of Santour Court, Ltd., a Texas Limited Partnership, on behalf of the partnership.



Martha F. Stracener

Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2007, by Ben White, as Mayor of the City of College Station, a Texas Home Rule municipal corporation, on its behalf.

Notary Public in and for
The State of Texas

**EXHIBIT A
PERFORMANCE STATEMENT**

SANTOUR COURT, LTD.

Recipient is awarded a loan in the amount of \$225,000 from the City of College Station FY 2007 and \$275,000 from the City of College Station FY 2008 HOME Investment Partnerships Program. These funds must be used for eligible hard construction costs only. Recipient is authorized to contract with Homestead Development Group, Ltd. as a developer and Brazos Valley Construction, Inc., as general construction contractor for the creation of Santour Court, to include thirteen (13) four-bedroom HOME units. Three (3) units will be designated as Low Home Rents Units. Ten (10) units shall be designated as High Home Rents Units. Recipient shall construct a minimum of Sixteen (16) total four-bedroom units.

All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by the City including blanket easements which shall be substituted with as-built easements for all City utilities.

The project must be substantially completed within eighteen (18) months of purchasing the property.

The City's Economic and Community Development Department shall have final approval of design of the project. Recipient shall submit final plans and specifications to the City's Economic and Community Development Department in addition to any other applicable City Department review required by the City of College Station Code of Ordinances prior to commencement of construction or the City may terminate this Agreement.

All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.

Parties must provide written notification of all subcontractors to the City.

Upon completion of such construction Parties must submit a copy of all receipts paid. At that point, the City will have thirty (30) days to make payment on said receipts, not to exceed maximums established in Exhibit B, Budgets.

**EXHIBIT B
BUDGET**

SANTOUR COURT, LTD.

SOURCES OF FUNDS:

Maximum Proceeds of the Note under the Agreement	\$500,000.00
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USES OF FUNDS:

Construction Costs	\$500,000.00
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EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

PROJECT START DATE: August 1, 2007

PROJECT END DATE: August 1, 2009

Texas Department of Housing and Community Affairs (TDHCA) Board Allocation of Housing Tax Credits – Funding under this agreement is contingent upon TDHCA Board award of Housing Tax Credits to Recipient for TDHCA Project #07262 on or before August 1, 2007

Project Financing and Land Acquisition – All project financing and acquisition of land is scheduled to be in place and closed on or before February 1, 2008.

Construction Phase – Construction for this project is scheduled to begin January 1, 2008 with placement of project “in service” date no later than August 1, 2009.

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this contract including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 CFR, 1958-1963 COMP., P. 652 AND 3 CFR, 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 CFR, PART 1;

EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 CFR PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 CFR, PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 CFR 107.60;

THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 8;

THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 CFR 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 CFR, CHAPTER 60.

THE REQUIREMENTS OF 24 CFR 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE CONTRACTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY CONTRACTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.

THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

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SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 CFR, PART 8. BY SIGNING THIS CONTRACT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 CFR, PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 CFR PARTS 1500-1508;

THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);

EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);

THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);

EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).

EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.

THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);

THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);

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THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C));

THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D));

FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)

24 CFR PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 CFR PART 24, AND 24 CFR SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

Davis-Bacon and Related Acts (40 USC 276(A)-7)

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)

COPELAND (ANTI-KICKBACK) ACT (40 USC 276c)

FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

EXHIBIT E

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certified, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

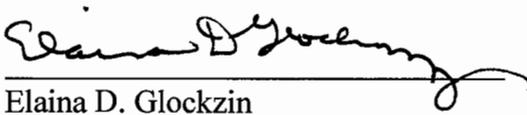
Signed: BY:  DATE: 8-30-07
Elaina D. Glockzin
President
Santour Court, Ltd.

EXHIBIT F

**REAL ESTATE LIEN NOTE
(Form only, do not execute at this time)**

DATE: _____

BORROWER: SANTOUR COURT, LTD., A TEXAS LIMITED PARTNERSHIP

BORROWER'S MAILING ADDRESS: 4500 Carter Creek Parkway, Suite 101
Brazos County
Bryan, Texas 77802

LENDER: CITY OF COLLEGE STATION, TEXAS

LENDER'S MAILING ADDRESS: P.O. Box 9960
Brazos County
College Station, Texas 77842

PLACE OF PAYMENT: City of College Station
1101 Texas Avenue
Brazos County
College Station, Texas 77842

PRINCIPAL AMOUNT: FIVE HUNDRED THOUSAND
AND NO/100 DOLLARS (\$500,000.00)

**ANNUAL INTEREST RATE ON
UNPAID PRINCIPAL FROM DATE:** 0% per annum for a period of forty (40) years

PROPERTY (including any improvements):

Lots 14 through 26, and lots 40 through 42, Block 14, Edelweiss Gartens Phase 7 Subdivision, City of College Station, Brazos County, Texas

1. BORROWER'S PROMISE TO PAY

A. Purpose. This Note implements requirements applicable to assistance furnished by the City of College Station Economic and Community Development Office ("Lender") to Santour Court, Ltd., ("Borrower"). This Program is being carried out by Lender using HOME funds pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 United States Code §§ 12701 et seq.) and 24 Code of Federal Regulations Part 92. The Lender has assisted the Borrower in constructing the Property for use as an affordable rental housing development. The

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Lender or any authorized party who takes this Note by assignment and is entitled to receive amounts due under this Note is called the "Note Holder."

B. **Obligation to Repay Principal.** Borrower hereby promises to pay FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) to the order of Lender. Payment of Principal under this Note will be due on the first day of the forty-first (41st) year after the date of execution of this Note. Principal may be prepaid as stated in Paragraph 4. The amount of Principal that remains outstanding shall be due and payable on the Closing Date of any Sale, as defined in Paragraph 3.A., or in the event of Default, as stated in Paragraph 5.

2. INTEREST

No interest will be charged on this Note unless and until a Default has been declared by the Note Holder under Paragraph 5. Borrower agrees to pay interest at a yearly rate of ten percent (10)% per annum on the then-outstanding Principal balance of this Note from the date of any Notice of Default until paid in full or until the Default has been remedied.

3. PAYMENT DUE ON SALE

A. **Sale.** For purposes of this Note, a "Sale" means any sale or transfer of the Property, or any interest therein (including a beneficial interest), from a Borrower to any other person or entity. As used herein the term Sale includes, but is not limited to, any transfer of any interest in the Property that results from the death, divorce, legal separation, or legal incapacity of a Borrower. Borrower authorizes the Note Holder, in its sole discretion, to determine whether any transfer, sale, transaction, or other event that substantially affects Borrower's or Note Holder's interests in the Property constitutes a Sale as defined herein.

B. **Notice.** Borrower agrees to mail, certified mail, return receipt requested, or hand deliver notice of any proposed Sale and a copy of any sales contract to the Note Holder at least fourteen (14) calendar days before the proposed Closing Date or other date on which the transfer shall become effective.

C. In the event of a Sale within the forty (40) years after the date of this Note, Borrower will pay the Principal then outstanding under Paragraphs 1.C. to the Note Holder on the Closing Date or other effective date of the transfer.

4. BORROWER'S RIGHT TO PREPAY

This Note may be prepaid without penalty. In the event of prepayment, the Note Holder will use all prepayments to reduce the amount of Principal that Borrower owes under this Note.

5. DEFAULT

A. **Events of Default.** Any of the following events shall constitute a Default under

this Note, as of the date of the Notice of Default under Paragraph 5.B:

(i) **Any Transfer of the Property Other than a Sale.** Sale is defined in Paragraph 3.A. Any transfer of the Property or any interest therein (including a beneficial interest) that is not a Sale as defined in Paragraph 3.A. is a Default under this Note.

(ii) **Any Default under the Deed of Trust.**

(iii) **Borrower's Fraud or Misrepresentation.** Any willful misstatement of, or failure to disclose, a material fact by Borrower relating to his or her application for assistance is a Default under this Paragraph. Recovery against the Borrower responsible for the fraud or misrepresentation is not limited to the proceeds of fraud or sale of the Property but may include personal judgment and execution thereon to the full extent authorized by law.

(iv) **Failure to Pay Principal Upon Sale of Property.** If, in the event of a Sale of the Property, Borrower for any reason fails to provide Notice as required under Paragraph 3.B. of this Note or fails to pay the Principal then outstanding on the Closing Date of the Sale or other effective date of the transfer as required under Paragraph 3.C., Borrower shall be in default under this Note.

B. Notice of Default and Amount Due. If Borrower is in Default, the Note Holder may send Borrower a written Notice of Default stating the reason Borrower is in Default and demanding immediate payment of the following: (i) the full amount of Principal then due on this Note; (ii) all of the interest that accrues on that amount pursuant to Paragraph 2 of this Note from the date of the Notice of Default until paid, and (iii) all of the Note Holder's costs and expenses reimbursable under Paragraph 5.C.

C. Payment of Note Holder's Costs and Expenses. If the Note Holder has provided Borrower with a Notice of Default under Paragraph 5.B., the Note Holder has the right to be repaid from the proceeds of foreclosure for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include for example, reasonable attorneys' fees.

D. No Waiver By Note Holder. Even if, at any time when Borrower is in Default, the Note Holder does not require Borrower to pay immediately in full under Paragraph 5.B., the Note Holder will still have the right to do so if Borrower is in Default for the same reason, or for another reason, at any later time.

6. GIVING OF NOTICES

Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above, or at a different

address if Borrower gives the Note Holder written notice of a different address to the Beneficiary's mailing address as listed in the Deed of Trust. Except as stated in Paragraph 3.B., any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the "Place of Payment" address shown on page 1 of this Note, or at a different address, if Borrower is given a notice of that different address.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed from the proceeds of a sale of the Property. Any person who is a guarantor, surety or endorser of this Note is also obligated to the same extent. Any person who takes over these obligations including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all signers, successors, guarantors, sureties, or endorsers together.

8. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of Presentment and Notice of dishonor. "Presentment" means the right to require that the Note Holder formally demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

9. SENIOR LIENS

The indebtedness evidenced by this Note is subordinate in all respects to the indebtedness evidenced by one or more notes payable to one or more Senior Lien Holders, which notes are secured by the following "Senior Lien":

A first and superior Deed of Trust dated _____, filed for record in the Official Records of the Office of the County Clerk of Brazos County on _____, under Clerk's File Number _____ from _____, to _____, Trustee, for the benefit of _____, securing a Promissory Note of even date therewith, in the principal amount of \$ _____, from _____, and payable to the order of _____, as provided therein.

10. DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same date as this Note and subordinate to any Senior Liens described above, secures this Note. The subordinate Deed of Trust describes the conditions under which the Borrower

may be required to make immediate payment in full of all amounts owed under this Note. One of those conditions, as set forth therein, is as follows:

Transfer of the Property

If all or any part of the Property or any interest in it (including a beneficial interest) is sold or transferred without notice to the Note Holder and compliance with the terms of the Note and this Deed of Trust, the Note Holder will require immediate payment in full of all sums secured by this Deed of Trust. In the event of such a sale, or in the event of any other Default under the Note or the Deed of Trust, the Note Holder may give the Borrower Notice of Default and acceleration under Paragraph 5 of the Note.

11. RELEASE AND SATISFACTION

This Note shall be deemed satisfied and Borrower shall be entitled to a release of the Deed of Trust upon payment of a reasonable fee, as determined by the Note Holder, for preparation and recordation of the release under any of the circumstances: (a) if upon the Closing Date or other effective date of a Sale in accordance with Paragraph 3, the then-outstanding Principal balance is paid in full; (b) upon full prepayment under Paragraph 4; or (c) upon payment of all amounts due upon Default under Paragraph 5.

12. COMPLIANCE WITH ENVIRONMENTAL LAWS

Borrower agrees to comply with all applicable environmental laws and authorities.

13. MAINTENANCE OF PROPERTY

The Property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

14. GOVERNING LAW

This Note and the Deed of Trust shall be governed by the law of the State of Texas. Venue shall lie with a court of competent jurisdiction in Brazos County, Texas.

Do Not Execute

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

(Form only, do not execute at this time)

DEED OF TRUST

DATE: _____

GRANTOR: SANTOUR COURT, LTD., A TEXAS LIMITED PARTNERSHIP

GRANTOR'S MAILING ADDRESS: 4500 Carter Creek Parkway Suite 101
Brazos County
Bryan, Texas 77802

TRUSTEE: GLENN D. BROWN, CITY MANAGER

TRUSTEE'S MAILING ADDRESS: P.O. Box 9960
Brazos County
College Station, Texas 77842

BENEFICIARY: CITY OF COLLEGE STATION

BENEFICIARY'S MAILING ADDRESS: P.O. Box 9960
Brazos County
College Station, Texas 77842

NOTE(S):
DATE: _____

AMOUNT: FIVE HUNDRES THOUSAND
AND NO/100 DOLLARS (\$500,000.00)

BORROWER: SANTOUR COURT, LTD

LENDER: CITY OF COLLEGE STATION

FINAL MATURITY DATE: As provided in the note.

PROPERTY (including any improvements):

SENIOR LIEN(S):

A first and superior Deed of Trust, dated _____, filed for Record in the Official Records of the Office of the County Clerk of Brazos County on _____, under Clerk's File Number _____ from _____ to _____, Trustee, for the benefit of _____, securing a Promissory Note of even date therewith, in the principal amount of \$ _____, from _____ and payable to the order of _____, as provided therein.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, and covenants of record of whatever nature, if any, and also the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other government authorities applicable to and enforceable against the described premises.

FOR VALUE RECEIVED AND TO SECURE PAYMENT OF THE NOTE, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS:

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - (a) covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - (b) contains an 80% coinsurance clause;
 - (c) provides fire and extended coverage, including windstorm coverage;
 - (d) protects Beneficiary with a standard mortgage clause;
 - (e) provides flood insurance at any time the Property is in a flood hazard area;and
 - (f) contains such other coverage as Beneficiary may reasonably require;

5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten (10) business days before expiration;
7. keep any buildings occupied as required by the insurance policy;
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments; and
9. comply with all provisions of the Note of even date from Grantor to Beneficiary.
10. Grantor agrees to furnish on Beneficiary's request evidence satisfactory to Beneficiary that all taxes and assessments on the property have been paid when due.

BENEFICIARY'S RIGHTS:

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the amount owed under the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
 - (a) declare the unpaid principal balance and earned interest on the Note immediately due;
 - (b) request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - (c) purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

TRUSTEE'S DUTIES:

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a

- general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - (a) expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - (b) to Beneficiary, the full amount of principal, interest, attorney's fees, other costs of collection or foreclosure, and other charges due and unpaid;
 - (c) any amounts required by law to be paid before payment to Grantor; and
 - (d) to Grantor, any balance.

GENERAL PROVISIONS:

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. **GOVERNING LAW:** This Deed of Trust and the Note of even date implement requirements applicable to the City of College Station Economic and Community Development Department's administration of HOME funds pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 United States Code §§ 12701 et seq.) and 24 Code of Federal Regulations Part 92. This Deed of Trust and the Note of even date shall be construed in accordance with the requirements of the above referenced federal law. To the extent not inconsistent therewith these documents shall be governed by the law of the State of Texas and the local jurisdiction in which the Property is located.
8. **TRANSFER OF THE PROPERTY:** If all or any part of the Property or any interest in it (including a beneficial interest) is sold or transferred without notice to the Beneficiary and compliance with the terms of the Note and this Deed of Trust, the Beneficiary will require immediate payment in full of all sums secured by this Deed of Trust. In the event of such a sale, or in the event of any other

Default under the Note or this Deed of Trust, the Beneficiary may give the Grantor Notice of Default and acceleration as provided for in the Note.

9. **FIRST RIGHT TO PURCHASE:** In the event of a proposed sale or transfer of all or any part of the Property or any interest in it (including a beneficial interest) by the Grantor, the Beneficiary shall have the first right to purchase the Property from the Grantor for the amount and on the terms specified in a written, firm contract between the Grantor and the prospective purchaser subject to any right of first purchase by Holders of Senior Liens. Grantor will give notice of the proposed sale and a copy of the contract to the Beneficiary as required by Paragraph 3.B. of the Note.

The Beneficiary shall have ten (10) calendar days after the date it receives the copy of the contract to decide whether to exercise its right to purchase thereunder by sending notice to the Grantor as provided in the Note. If the Beneficiary gives Grantor such timely notice of its decision to exercise its right to purchase the Property, it shall have sixty (60) additional calendar days after the date of its notice to Grantor to complete closing of the purchase. If the Beneficiary notifies Grantor that it does not intend to purchase the Property after receiving a copy of the contract, or if Beneficiary does not timely notify Grantor of its decision to exercise its right to purchase, or if Beneficiary does not timely close on its purchase of the Property, Grantor shall have the right to sell the Property free of Beneficiary's right to purchase under this Paragraph on the terms stated in the contract Grantor presented to the Beneficiary or on such other terms as are permitted thereby.

This Paragraph shall terminate and have no further force and effect upon the occurrence of any of the following events:

- (a) Title to the Grantor's interest in the Property is acquired by the Holder of the Senior Lien, _____, or its successor in interest upon foreclosure of the Senior Lien.
- (b) Title to the Grantor's interest in the Property is acquired by the holder of the Senior Lien, _____, or its successor in interest by deed in lieu of foreclosure.

If there is a direct conflict between City's First Right to Purchase and the agreement between Recipient and the Texas Department of Housing and Community Affairs (TDHCA) regarding this project, TDHCA's agreement controls.

10. **PROHIBITION OF ASSUMPTIONS:** Except where otherwise required or permitted by the Beneficiary in connection with a transfer on death, divorce, legal separation, or legal incapacity of a Grantor as provided in Paragraph 3 of the Note, the Note and this Deed of Trust may not be assumed.

11. SUBORDINATION: Beneficiary and Grantor acknowledge and agree that this subordinate Deed of Trust is subject and subordinate in all respects to the Senior Lien, terms, covenants and conditions of the superior Deed of Trust and to all advances heretofore made pursuant to the superior Deed of Trust, including all sums advanced for the purpose of:
- (a) protecting or further securing the lien of the superior Deed of Trust; or
 - (b) constructing, renovating, repairing, furnishing fixtures or equipping the Property. The terms and provisions of the superior Deed of Trust are paramount and controlling, and they supersede any other terms and provisions of this subordinate Deed of Trust in conflict therewith.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the junior lien of this subordinate Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that

- (i) the Beneficiary has been given written notice of a default under the superior Deed of Trust; and
 - (ii) the Beneficiary (or another party acting on its behalf) shall not have cured the default under the superior Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the sixty day period provided in such notice sent to the Beneficiary.
12. When the context requires, singular nouns and pronouns include the plural.
13. The term "Note" includes all sums secured by this Deed of Trust.
14. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
15. If Grantor and Borrower are not the same person, the term "Grantor" shall include Borrower.
16. Grantor represents that this Deed of Trust and the Note are given for the following purposes:
 The Note represents FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), in cash that Beneficiary reimbursed to Grantor for eligible costs incurred for the construction of an affordable rental housing development in accordance with the Note and this Deed of Trust.

If Grantor fails to pay any part of principal or interest on the Property when it becomes payable or is in default, the debt secured by this Deed of Trust shall become payable at the option of Beneficiary.

EXECUTED this _____ day of _____, 200____.

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____,
2007, by _____.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

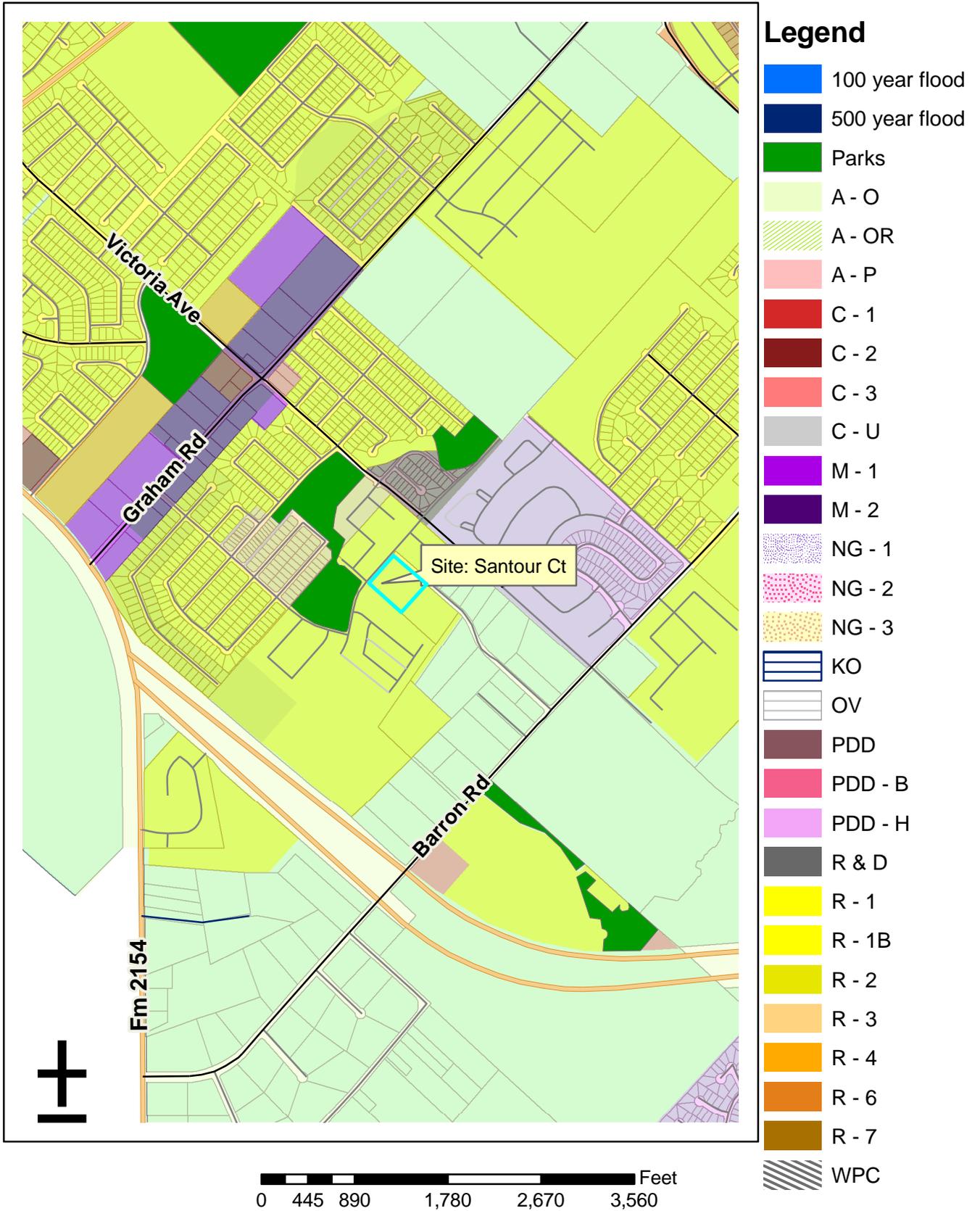
This instrument was acknowledged before me on the _____ day of _____,
200__, by _____.

Notary Public in and for the State of Texas

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

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

Santour Ct



September 13, 2007
Consent Agenda Item No. 2L
Employee Insurance

To: Glenn Brown, City Manager

From: Julie O'Connell, Director of Human Resources

Agenda Caption: 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).

Recommendation(s): Staff recommends approval of contracts.

Summary: At the October 23, 2006 Council meeting, the City Council approved expenditures for fees, premiums and projected claims with the above carriers. At that time, the Council was informed that the contracts would be brought back at a later date for approval, as the contracts had not been received from the carriers before the required designated time for approval of expenditures for 2007. All of the contracts have now been received and reviewed, and this action completes the process.

Budget and Financial Summary: No costs are associated with this approval; expenditures were approved with the October 23, 2006 action.

Attachments: (Available in the City Secretary's Office)

- 1. Blue Cross/Blue Shield Contract for health plan**
- 2. Pharmacare Contract**
- 3. Standard Insurance Contract**
- 4. Interface EAP Contract**
- 5. Blue Cross/Blue Shield Contract for stop loss**

September 13, 2007
Consent Agenda Item No. 2m
Employee Insurance

To: Glenn Brown, City Manager

From: Julie O'Connell, Director of Human Resources

Agenda Caption: 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.

Recommendation: Staff recommends approval.

Summary: For health plan years 2004, 2005, and 2006, Blue Cross/Blue Shield contract documents were not supplied by the carrier until after the policy was in effect. The 2005 contract for life insurance also was not supplied by The Standard Insurance Company until after the policy was in effect. All expenditures were approved in advance of each of the plan years stated above; the Council approved the renewals and associated cost projections. The contracts have been executed. This action will ratify and approve the contracts.

Budget and Financial Summary: No costs are associated with this approval; expenditures were approved at the designated Council meetings in 2003, 2004, and 2005, before the beginning of each specified plan year.

Attachments: (Available in the City Secretary's Office)

- 1. Blue Cross/Blue Shield Contract**
- 2. The Standard Insurance Company Contract**

September 13, 2007
Consent Agenda Item No. 2n
Emergency Medical Service Provider/First Responder Agreement

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution for the City of College Station to continue to provide Emergency Medical Service and Emergency Ambulance Transport in Brazos County.

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

Summary: The City of College Station currently provides Emergency Medical Service and Emergency Ambulance Transport in Brazos County. This agreement provides direction and requirements for Emergency response personnel. This agreement is required to be updated to meet Texas Department of Health licensing requirements. This agreement includes, the City of Bryan, City of College Station, South Brazos County Fire Department, Brazos County District 2 Volunteer Fire Department, Brazos County Precinct 3 Volunteer Fire Department and Brazos County Precinct 4 Volunteer Fire Department.

Budget & Financial Summary: None.

Attachments:

Resolution
EMS Provider/First Responder Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE INTERLOCAL AGREEMENT FOR EMS PROVIDER/FIRST RESPONDER SERVICES WITH THE CITY OF BRYAN AND WITH BRAZOS COUNTY VOLUNTEER FIRE DEPARTMENTS.

WHEREAS, the City Council of the City of College Station, Texas, recognizes it's obligations and desires to protect the health, safety and welfare of its population and surrounding area; and

WHEREAS, Brazos County Volunteer Fire Departments currently utilize personnel and equipment from the Cities of College Station and Bryan to provide EMS Provider/First Responder Services for emergencies throughout the County; and

WHEREAS, this agreement is required by the Texas Department of Health to show the collaboration and responsibilities of all entities; and

WHEREAS, the City Council of the City of College Station, Texas, wishes to partner and collaborate on EMS Provider/First Responder Services; 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 Interlocal EMS Provider/First Responder Agreement for participation in the delivery of EMS and First Responder Services partnering with Brazos County Volunteer Fire Departments and the City of Bryan.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the general public by collaborating with its partners in the delivery of EMS Provider/First Responder Services as set forth in said agreement.

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

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

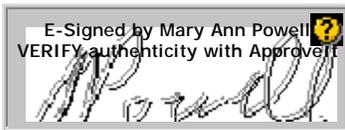
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

EMS PROVIDER/FIRST RESPONDER AGREEMENT BETWEEN

CITY OF COLLEGE STATION

CITY OF BRYAN

(HEREINAFTER REFERRED TO AS PROVIDER)

And

SOUTH BRAZOS COUNTY FIRE DEPARTMENT

BRAZOS COUNTY DISTRICT 2 VOLUNTEER FIRE DEPARTMENT

BRAZOS COUNTY PRECINCT 3 VOLUNTEER FIRE DEPARTMENT

BRAZOS COUNTY PRECINCT 4 VOLUNTEER FIRE DEPARTMENT

(HEREINAFTER REFERRED TO AS BRAZOS COUNTY VOLUNTEER FIRE DEPARTMENTS)

FOR EMERGENCY MEDICAL SERVICE AND EMERGENCY AMBULANCE TRANSPORT

The City of College Station and the City of Bryan, EMS providers (Providers) licensed by the Texas Department of Health, and the Brazos County Volunteer Fire Departments, first responder organizations (First Responders) holding or seeking registration by the Texas Department of Health agree to the following:

1. First responder personnel shall respond twenty-four hours per day, seven days a week for EMS assists.
2. The First Responder shall follow the protocols and procedures approved by their medical director prior to the arrival of the Provider. On the arrival of an ambulance, patient care will be released from the First Responder to the Provider attendant assigned to the ambulance crew with the following patient information:
 - a. Description of situation upon arrival.
 - b. The names and certification level of the primary First Responder involved with the care of that patient.
 - c. Patient condition, vital signs, known past and present medical history, medications and allergies.
 - d. Care rendered and the patient's response to that care.
3. The EMS First Responders or EMS Provider Ambulance services will not transfer any aspect of patient care or other related responsibility (as defined by Department of State Health Services patient abandonment rules) to another health care provider unless they are of the same capability or higher level of care/capability than themselves.
4. The First Responder shall be responsible for developing a quality assurance program. The First Responder shall be held to the same standards of professional ethics, behavior, demeanor, and patient care as the Provider personnel.

5. Only the First Responder personnel currently certified by Department of State Health Services and possess a current American Heart Association Healthcare Provider CPR card will perform patient care, and when on the scene, all of the First Responder personnel will be identified by displaying at least the following information on their uniform or badge: name of service, name of individual, and level of certification.
6. First Responders may respond Code 3 as determined by the department policies and procedures of their respective department.
7. Providers will not incur any expense on behalf of any one or more First Responders for any equipment or supplies. Each First Responder will be responsible for the purchase of their own supplies and equipment. Providers are not responsible for the equipment, supplies and/or related maintenance of such equipment and/or supplies that belong to First Responders. Disposable supplies used by a First Responder on scene may be replaced by Provider responding ambulance if appropriate and if it doesn't interfere with patient care.
8. The First Responder personnel will not carry or use ALS (advanced life support) supplies unless authorized by protocol and written agreement with their Medical Director and/or the Provider's medical director.
9. Provider personnel on the scene will be in charge of patient care. First Responder personnel will accompany the patient to the hospital if requested to do so by the Provider.
10. Subject to the requirements set forth in the Health Insurance Portability and Accountability Act, forms will be provided and handled in accordance with this section. The First Responder patient care report form will be approved by the Provider. The First Responder will ensure that forms are available at every scene, and properly filled out for every patient, including "no transports." A copy of the completed patient care report form shall be supplied to the Bryan Fire Department within 7 days of date of the incident (or immediately on request) when they are the responding provider ambulance. When CSFD is the responding provider ambulance a copy of the completed patient care report shall only be supplied on request of CSFD. The First Responder Agency will maintain copies of all patient report forms. The applicable patient care report will be sent to the following Provider addresses:

City of College Station
Attention: EMS Coordinator
300 Krenk Tap Road
College Station, TX 77842
Fax Number: (979) 764-3403

City of Bryan
Attention: EMS Coordinator
P. O. Box 1000
Bryan, TX 77805-1000
Fax Number: (979) 209-5989

11. First Responders shall be responsible for maintaining written and verbal patient confidentiality.
12. The Provider shall not be responsible for care rendered, training, accidents, injuries, exposures or any liability involving First Responder personnel, equipment, supplies, or vehicles.
13. First Responders have the authority to cancel responding ambulances in the event of the following:
 - a. Obvious death, defined as:
 1. Visible head or chest trauma clearly incompatible with life;
 2. Decapitation;
 3. Rigor mortis;
 4. Dependent lividity;
 5. Decomposition; or
 6. Documented prolonged down time.
 - b. Patient Refusals as determined appropriate by the Provider. The First Responder will be responsible for full documentation of the incident. Provider personnel have the authority to cancel First Responders if they are not needed. The Provider attendant will be responsible for full documentation of the incident.

In the event a conflict arises that is not addressed herein, an effort shall be made to resolve the problem by the individuals and officers involved. If the problem cannot be resolved, the Volunteer Fire Department Chief or other individual in charge of the particular First Responder and the Provider EMS Coordinator will make contact and work to resolve the conflict in a reasonable manner and in a timely fashion. If the conflict cannot be resolved at this time, a meeting of said First Responder and Provider will be held.

14. All parties to this Agreement each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the services performed under this Agreement.

If any party to this Agreement is sued by a third party for any acts or omissions arising from the performance of this Agreement, the parties agree that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishings of those services.

The Parties understand and agree that one or more Parties to this Agreement may be a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that such Parties are entitled to the, rights, protections and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. The Parties

agree to indemnify and hold each other and their respective officers, trustees, directors, employees, and agents harmless from claims, demands, causes of action, suits, damages, costs, and attorney fees, in favor of any third party, subject to the following: (a) each Party's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs, or attorney fees, which arise out of or are connected with their own acts of negligence; and (b) each Party's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code. Notwithstanding anything which may be construed to the contrary herein, a Party's liability to indemnify will only exist to the extent and to the limits that it would itself otherwise be exposed to liability under Title 5 of the Texas Civil Practice and Remedies Code.

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

CURRENT ADDRESSES

Bryan Fire Department
P.O. Box 1000
Bryan, TX 77805-1000

College Station Fire Department
P.O. Box 9960
300 Krenek Tap Road
College Station, Texas 77842

South Brazos County Fire Department
C/o Emily Staples
P.O. Box 501
Millican, TX 77866

Brazos County District 2 Volunteer Fire Department
C/o Merrie Noak
P.O. Box 32
Kurten, TX 77862

Brazos County Precinct 3 Volunteer Fire Department
C/o Gerald Burnett
P.O. Box 5453
Bryan, TX 77805

Brazos County Precinct 4 Volunteer Fire Department
C/o Joe Dan Ondrasek
P.O. Box 4186
Bryan, TX 77805

Any department changes, address or chief, shall be reported to all participants of this agreement within ten calendar days by written notice.

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

This Agreement shall be effective the **first** day of **October**, 2007.

CITY OF BRYAN

CITY OF COLLEGE STATION

Mark Conlee, Mayor

Ben White, Mayor

Date: _____

Date: _____

SOUTH BRAZOS COUNTY FIRE
DEPARTMENT

BRAZOS COUNTY DISTRICT 2
VOLUNTEER FIRE DEPARTMENT

Emily Staples, Fire Chief

Merrie Noak, Fire Chief

Date: _____

Date: _____

BRAZOS COUNTY PRECINCT 3
VOLUNTEER FIRE DEPARTMENT

BRAZOS COUNTY PRECINCT 4
VOLUNTEER FIRE DEPARTMENT

Gerald Burnett, Fire Chief

Joe Dan Ondrasek, Fire Chief

Date: _____

Date: _____

CITY OF BRYAN

Dr. Suresh Chavda

Date: _____

CITY OF COLLEGE STATION

Dr. Eric Wilke

Date: _____

South Brazos County Fire Department
Brazos County District 2 Volunteer Fire Department
Brazos County District 3 Volunteer Fire Department
Brazos County District 4 Volunteer Fire Department

Dr. Charles Williams

Date: _____

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGEMENT

This instrument was acknowledged before on the _____ day of _____, 2007, by _____, in his capacity as _____ of the City of Bryan, a Texas home rule municipality, on behalf of said municipality.

Notary Public in and for
The State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGEMENT

This instrument was acknowledged before on the _____ day of _____, 2007, by _____, in his capacity as _____ of the City of College Station, a Texas home rule municipality, on behalf of said municipality.

Notary Public in and for
The State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGEMENT

This instrument was acknowledged before on the _____ day of _____, 2007, by Emily Staples, in her capacity as Fire Chief of the South Brazos County Fire Department, on its behalf.

Notary Public in and for
The State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGEMENT

This instrument was acknowledged before on the _____ day of _____, 2007, by Merrie Noak, in his capacity as Fire Chief of the Brazos County District 2 Fire Department, on its behalf.

Notary Public in and for
The State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGEMENT

This instrument was acknowledged before on the _____ day of _____, 2007, by Gerald Burnett, in his capacity as Fire Chief of the Precinct 3 Fire Department, on its behalf.

Notary Public in and for
The State of Texas

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before on the _____ day of _____, 2007, by Joe Dan Ondrasek, in his capacity as Fire Chief of the Precinct 4 Fire Department, on its behalf.

Notary Public in and for
The State of Texas

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before on the _____ day of _____, 2007, by Dr. Suresh Chavda, in his capacity as Medical Director of the City of Bryan Fire Department, a Texas home rule municipality, on behalf of said municipality.

Notary Public in and for
The State of Texas

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before on the _____ day of _____, 2007, Dr. Eric Wilke, in his capacity as Medical Director of the City of College Station Fire Department, a Texas home rule municipality, on behalf of said municipality.

Notary Public in and for
The State of Texas

September 13, 2007
Consent Agenda Item No. 2o

Interlocal Agreement for Emergency Medical Ambulance Service to Brazos County

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2008 at \$175,000.

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

Summary: The City of College Station currently provides Emergency Medical Ambulance Service to emergencies in Brazos County. The last update to this agreement was in 2003 and the annual fee was established at \$150,000 per year to be paid in quarterly installments of \$37,500. The new established annual fee for FY 2008 will be \$175,000 to be paid in quarterly installments of 43,750. This increase is a result in increases in emergency medical equipment, supplies, drugs, fuel, training requirements and increases in emergency responses in Brazos County. In 2006 the City Of College Station Fire Department responded to 421 emergency medical calls in Brazos County, this number represents 13.8 % of the total emergency medical calls that the College Station Fire Department responded to in 2006.

Budget & Financial Summary: Annual fee for service will be \$175,000.

Attachments:

- Resolution
- Interlocal Agreement
- Response Map Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, UPDATING THE INTERLOCAL AGREEMENT TO PROVIDE EMERGENCY MEDICAL AMBULANCE SERVICE TO UNINCORPORATED PORTIONS OF BRAZOS COUNTY.

WHEREAS, the City Council of the City of College Station, Texas recognizes it's obligations and desires to protect the health, safety and welfare of its population, which is situated in Brazos County; and

WHEREAS, Brazos County currently utilizes personnel and equipment from the Cities of College Station and Bryan to provide emergency medical service and emergency medical transport for emergencies in the unincorporated areas of the County; and

WHEREAS, this agreement is required to be reviewed and updated as needed on an annual basis; and

WHEREAS, the City Council of the City of College Station, Texas wishes to partner and collaborate on emergency medical service and emergency ambulance transport with Brazos County and the City of Bryan, 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 Interlocal Emergency Medical Ambulance Service to Brazos County Agreement for the annual fee of \$175,000 for FY 2008. Future fees will be established as outlined in the agreement.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the general public by collaborating with its partners in the delivery of emergency medical and ambulance services as set forth in said agreement.

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

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

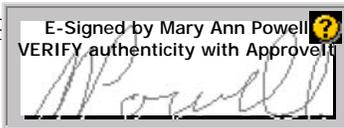
ATTEST:

APPROVED:

City Secretary

Mayor

AI



City Attorney

INTERLOCAL AGREEMENT EMERGENCY MEDICAL AMBULANCE SERVICE

THIS INTERLOCAL AGREEMENT is hereby made and entered into this _____ day of _____, 2007, by and among the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”), CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (“College Station”) and BRAZOS COUNTY, TEXAS (“County”), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments (the “Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of providing Emergency Medical Ambulance Services; and

WHEREAS, Bryan, College Station and County are authorized under Chapter 774 of the Texas Health & Safety Code to contract with each other to provide Emergency Medical Ambulance services; and

WHEREAS, Bryan and College Station have already been providing Emergency Medical Ambulance services to the County according to the geographic areas as defined as “Automatic Mutual Aid Response Districts” in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station;

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

SCOPE

1. Bryan and College Station shall provide Emergency Medical Ambulance Services to any person who requests it within their respective Automatic Mutual Aid Response District for which Bryan and College Station are assigned responsibility in the Interlocal Agreement Emergency Medical Ambulance Service between Bryan and College Station. (See Exhibit “A”, an attachment map of the Automatic Mutual Aid Response Districts.)
2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station.
3. Bryan and College Station reserve the right to refuse to answer any call pursuant to this Agreement if their respective Fire Chief or his or her designee reasonably determines that the health, safety, or welfare of their city would be endangered by dispatching personnel or equipment outside of its corporate limits.

4. Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and will perform all activities related to this Agreement in accordance with the regulations promulgated by the Texas Department of State Health Services.

PAYMENTS

5. County shall pay Bryan and College Station \$175,000 each annually for an aggregate of \$350,000 for performing Emergency Medical Ambulance Services. Payment will be on a quarterly basis according to the following schedule:

FY 2007-2008		
<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2007	October –December, 2007	\$ 43,750 (Bryan) \$ 43,750 (College Station)
January 2, 2008	January – March, 2008	\$ 43,750 (Bryan) \$ 43,750 (College Station)
April 1, 2008	April – June, 2008	\$ 43,750 (Bryan) \$ 43,750 (College Station)
July 1, 2008	July – September, 2008	\$43,750 (Bryan) \$43,750 (College Station)

6. The County must make all payments to Bryan and College Station for these services from current revenues.
7. Bryan and College Station will bill the patients for Emergency Medical Ambulance Services for the services rendered in the County. The amounts billed or collected do not alter the amounts set forth in this Agreement.

TERM AND TERMINATION

8. This Agreement term shall be from October 1, 2007, and terminate at midnight on September 30, 2008. Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days’ written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except that the rights and obligations of the Parties that have accrued under this Agreement prior to the date of termination shall survive.

9. This Agreement may be renewed for two (2) one year terms (the Renewal Terms”) on the anniversary date hereof. Such Renewal Terms shall be on the identical terms and conditions set forth herein, except the annual payment amount provided in Paragraph 5 of this Agreement may change.

NOTICES

10. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. mail to the following parties:

Bryan: City of Bryan
P.O. Box 1000
Bryan, Texas. 77805
Attn: Michael S. Donoho, Fire Chief

College Station: City of College Station
P.O. Box 9960
300 Krenek Tap Road
College Station, Texas. 77842
Attn: R.B. Alley III, Fire Chief

County: Brazos County
300 E 26th Street, Suite 114
Bryan, Texas 77803
Attn: County Judge

DEFENSE OF CLAIMS

11. The parties hereto agree to hold each other harmless from any and all claims arising hereunder. If any party to this contract is sued by a third party for any acts or omissions arising from the performance of this Agreement, the parties agree that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishings of those services.
12. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity 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 provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. This Agreement is the entire agreement among Bryan, College Station and the County relating to the provision of Emergency Medical Ambulance Services and

supercedes any and all prior agreements, arrangements, or understandings, whether written or oral.

14. This Agreement is for the benefit of the parties to this Agreement, and does not confer any rights on any third parties.
15. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
16. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
17. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any 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 part(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. 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.

NOW THEREFORE, This Agreement is made and entered into this _____ day of _____, 2007, by and between Bryan, College Station and Brazos County. This Agreement shall be effective when signed by the last party signing makes the Agreement fully executed.

City of Bryan

City of College Station

Brazos County

Mark Conlee, Mayor

Ben White, Mayor

Randy Sims, County Judge

ATTEST:

ATTEST:

ATTEST:

Mary Lynne Stratta

Connie Hooks

Karen McQueen

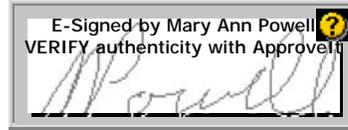
City Secretary

City Secretary

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

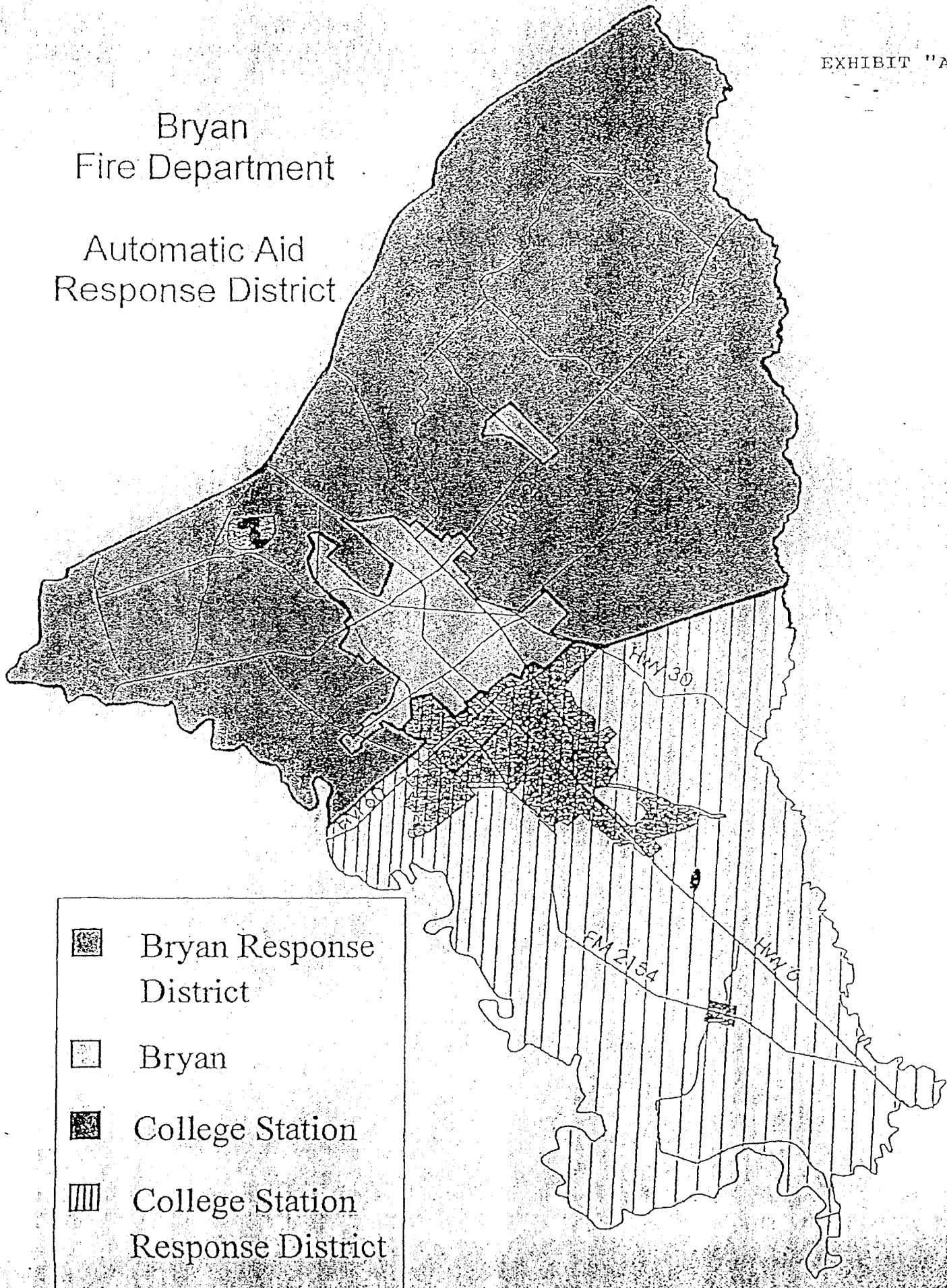


Michael J. Cosentino, City Attorney

City Attorney

Bryan
Fire Department

Automatic Aid
Response District



September 13, 2007
Consent Agenda Item No. 2p
Annual Reconfirmation for Texas A&M University Nuclear Science Center

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.

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

Summary: The City of College Station currently provides Fire Protection, Emergency Medical and Hazardous Materials response to the Texas A&M University Main Campus to include the Nuclear Science Center. This Annual Reconfirmation letter is required to be signed and placed in an official file as part of the annual Inspection process by the Nuclear Regulatory Commission.

Budget & Financial Summary: None.

Attachments:

Resolution
Reconfirmation Letter and Form.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE INTERLOCAL AGREEMENT FOR THE ANNUAL RECONFIRMATION AND USE OF SERVICE AND EQUIPMENT TO BE PROVIDED BY THE CITY OF COLLEGE STATION IN THE EVENT OF A RADIOLOGICAL INCIDENT AT THE TEXAS A&M UNIVERSITY NUCLEAR SCIENCE CENTER.

WHEREAS, the City Council of the City of College Station, Texas, desires to protect the health, safety and welfare of its population including Texas A & M University; and

WHEREAS, the City of College Station currently provides fire and hazardous materials emergency response to Texas A&M University, and

WHEREAS, this Agreement is required to be in place for the annual inspection and review process by the Nuclear Regulatory Commission; and

WHEREAS, the College Station City Council earlier approved Resolution No. 06-25-86-05, dated 25 June 1986 pertaining to this same matter, and

WHEREAS, the City Council of the City of College Station, Texas, wishes to continue to partner and collaborate to provide service and equipment to respond in the event of a radiological incident at the Texas A&M Nuclear Science Center, 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 Interlocal Agreement for the Annual Reconfirmation of Services and Use of Equipment to be provided by the City of College Station in the event of a radiological incident at the Texas A&M University Nuclear Science Center.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population by collaborating with its partners at Texas A&M University.

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

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

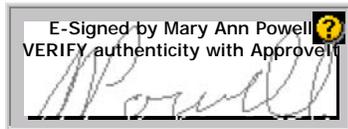
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

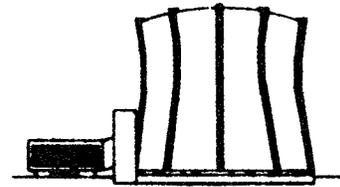


City Attorney

TEXAS ENGINEERING EXPERIMENT STATION

TEXAS A&M UNIVERSITY

3575 TAMU
COLLEGE STATION, TEXAS 77843-3575



NUCLEAR SCIENCE CENTER
979/845-7551
FAX 979/862-2667

May 2, 2007

2007-0054

Robert Alley, Fire Chief
City of College Station Fire Department
300 Krenk Tap
College Station, Texas 77842

Chief Alley:

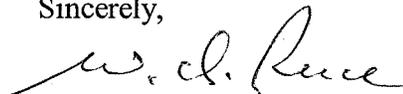
SUBJECT: Annual Reconfirmation of Services and Use of Equipment To be Provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center

Please find attached the reconfirmation agreement letter between the City of College Station and the Nuclear Science Center. Please annotate your continued support and return to my attention at:

Texas A&M University
Nuclear Science Center
Building 1095, Nuclear Science Rd.
3575 TAMU
College Station, TX 77843-3575

We thank you for your support and look forward to working with you in the future.

Sincerely,



W.D. Reece,
Director

WDR/jlg

Attachment: Agreement Letter

xc: 2.11/Central File
1.244/Emergency Plan, Fire Department Training

Agreement Between
The Texas A&M University Nuclear Science Center
And
The College Station Fire Department

This is to reconfirm the agreement, as per Resolution No. 06-25-86-05, dated 25 June 1986. The City of College Station Fire Department and Ambulance Service agrees to provide the below listed services and use of equipment to Texas A&M University, the Texas Engineering Experiment Station, and Nuclear Science Center in the event of the implementation of emergency plans. The City of College Station Fire Department also agrees to participate in an annual training program to be presented by these organizations.

List of Services and Equipment to be provided

1. Fire Protection
2. Ambulance Service
3. Emergency Medical Assistance

Robert Alley
Fire Chief for the City of College Station, Texas

Signature: _____

Date: _____

September 13, 2007
Consent Agenda Item No. 2Q
Comprehensive/Selective Traffic Enforcement Program Grant

To: Glenn Brown, City Manager

From: Michael Clancey, Director of Police Department

Agenda Caption: Presentation, discussion and possible action on a resolution for the Comprehensive Selective Traffic Enforcement Program grant contract for fiscal year 2008.

Recommendation(s): Approval of a resolution authorizing the City to enter into the Comprehensive/Selective Traffic Enforcement Program grant contract for the fiscal year 2008.

Summary: The Texas Department of Transportation Comprehensive Selective Traffic Enforcement Program (STEP) is designed to reduce driver's risk taking behavior by combining alcohol, speed, safety belt and moving violations enforcement efforts to reduce injuries and fatalities on the roadways and within intersections.

Budget & Financial Summary: Beginning the fiscal year 2008, the City of College Station will be eligible for \$51,608 in funding. The City of College Station will be required to match up to 25%, \$12,892 of this amount. The remaining 75%, \$38,716 will be funded by the Texas Department of Transportation through federal funds that cover overtime expenses for enforcement efforts and administrative requirements.

Attachments:

1. Grant Agreement
2. Fringe benefits cost breakdown
3. Operational Plan- Attachment F
4. Speed survey
5. Seatbelt survey
6. City of College Station Compensation Policy
7. City of College Station Seatbelt Policy
8. SFST Training Letter
9. Authorization Letter
10. Resolution

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

Contract Number: 588EGF6153
Charge Number: 8PT05T1FW
PIN: 17460005345004
Project Year: 1st

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, City of College Station hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n)

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2008.

Project Title: STEP Comprehensive

Grant Period: This Grant becomes effective on 10/01/2007 or on the date of final signature of both parties, whichever is later, and ends on 09/30/2008 unless terminated or otherwise modified.

Total Awarded:	\$51,608.75
Amount Eligible for Reimbursement:	\$38,716.00
Match Amount:	\$12,892.75
Program Income	\$0.00

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

City of College Station

[Legal Name of Agency]

By:

[Authorized Signature]

[Name]

[Title]

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government):

[Resolution Number]

THE STATE OF TEXAS

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders,
established policies or work programs
approved and authorized by the Texas
Transportation Commission

By:

[District Engineer Texas Department of
Transportation]

[Name]

[Title]

Date: _____

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required
for local project grants under \$100,000.00)

Date: _____

PROGRAM ELEMENT SELECTION

YEAR LONG

- DWI DWI: Driving While Intoxicated
 Speed Speed: Speed Enforcement
 OP OP: Occupant Protection (Safety Belt & Child Safety Seat)
 ITC ITC: Intersection Traffic Control

WAVE

- DWI Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
- Speed Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
- OP Jurisdiction wide

CMV

- Speed, OP, and HMV CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

GENERAL INFORMATION

Project Title STEP Comprehensive

How many years has your organization received funding for this project?

This will be our first year.

Organization Address

City of College Station - Police
Department
2611 Texas Avenue

Mailing Address (if different)

Project Director Contact Information Dan Severn

PROPOSING AGENCY AUTHENTICATION

I submit the following person has authorized the submittal of this proposal.

Name Michael Clancey
Title Chief of Police
Address 2611 Texas Avenue S

City College Station
State Texas
Zip Code
Phone Number 9797643635
Fax Number 9797643468
E-mail address dsevern@cstx.gov

TERMS, CONDITIONS AND RESPONSIBILITIES

How often do you plan to submit Performance Reports? Monthly
How often do you plan to submit RFR's? Quarterly

Terms and Conditions

I Agree with the Terms and Conditions.

Responsibilities of the Subgrantee

I Agree with the Responsibilities of the Subgrantee.

Responsibilities of the Department

I Agree with the Responsibilities of the Department.

Texas Traffic Safety Program
GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that

may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.

- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
 - A-21, Cost Principles for Institutions of Higher Education;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence, through eGrants system messaging, with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant

funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.

- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department. The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:

<http://www.dot.state.tx.us/cso/default.htm>.

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in **Article 3** and **Article 7** of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding **PI&E procedures**.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
- review of periodic reports
 - telephone conversations
 - eGrants system messaging
 - e-mails and letters
 - quarterly review meetings
 - physical inspection of project records and supporting documentation.
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
- Ascertain whether or not the project objectives were met
 - Review project accomplishments (performance measures completed, targets achieved)
 - Document any progress towards self-sufficiency
 - Account for any approved Program Income earned and expended
 - Identify exemplary performance or best practices.

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities

Strategy: Increase enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks

Strategy: Increase enforcement of occupation protection laws.

I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity. Note: Baseline data used must be no older than 2001 data.

Baseline Year (12 months) From 10/1/2005 To 9/30/2006

Baseline Measure	Baseline Number
Number of Driving While Intoxicated (DWI) arrests	333
Number of speed citations	9560
Number of safety belt citations	618
Number of child safety seat citations	100
Number of Intersection Traffic Control (ITC) citations	1707
Number of alcohol-related crashes	70
Number of speed-related crashes	698
Number of crashes occurring at intersections	351

Survey data for the following should not be older than Sep 01, 2006

	Baseline Number	Month/Year of Survey
Percentage of speed compliance	32 %	09/2006
Percentage of safety belt usage	79 %	09/2006
Attach Speed survey data	11606-CollegeStation-STE	
Attach Safety Belt survey data	11606-CollegeStation-STE	

Support Document not included
in Survey Data

LAW ENFORCEMENT OBJECTIVE / PERFORMANCE MEASURE

Objective / Performance Measure	Target Number
1. Number and Type citations/arrests to be issued under STEP	
a. Increase DWI arrests by	21
b. Increase Speed citations by	1100
c. Increase Safety Belt citations by	525
d. Increase Child Safety Seat citations by	20
e. Increase ITC citations by	525
2. Propose Total Number of Traffic Related crashes	
a. Reduce the number of Alcohol-Related crashes to	60
b. Reduce the number of Speed-Related crashes to	782
c. Reduce the number if ITC-Related crashes to	580
3. Increase Speed Compliance	
a. Increase the Speed Compliance rate to	33%
4. Increase Safety Belt usage	
a. Increase the Safety Belt usage rate among drivers and front seat passengers to	90%
5. Number of Enforcement Hours	1205
STEP Indicator	2.55

PI&E OBJECTIVE / PERFORMANCE MEASURE

Objective / Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	4
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	1000

SALARIES AND FRINGE BENEFITS - 100 & 200

Law Enforcement Hours 1205								
<input checked="" type="checkbox"/> Overtime <input type="checkbox"/> Regular Time								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement (overtime)							%	
Officers / Deputies:	750	250	\$32.000	\$24,000.00	\$8,000.00	\$32,000.00	25 %	\$8,000.00
Sergeants:	154	51	\$35.000	\$5,390.00	\$1,785.00	\$7,175.00	25 %	\$1,793.75
Lieutenants / Other:	0	0	0				0 %	\$0.00
B. PI&E Activities (overtime)							%	
PI&E Activities	0	0	0		\$0.00		0 %	\$0.00
C. Administrative Duties							%	
Data entry and surveys	99	33	\$16.000	\$1,584.00	\$528.00	\$2,112.00	25 %	\$528.00
							0 %	\$0.00
							0 %	\$0.00
							0 %	\$0.00
							0 %	\$0.00
Total:				\$30,974.00	\$10,313.00	\$41,287.00		\$10,321.75
Category	TxDOT			Match				Total
Salaries:	\$30,974.00	75.02 %		\$10,313.00	24.98 %			\$41,287.00
Fringe Benefits:	\$7,742.00	75.01 %		\$2,579.75	24.99 %			\$10,321.75
Breakdown of Fringe Percentages:								
AD&D -.035%								
Group Life Ins - .0692%								
Long Term Disability - .19%								
Medicare - 1.45%								

BUDGET SUMMARY

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100)Salaries	\$30,974.00	\$10,313.00	\$41,287.00
(200)Fringe Benefits	\$7,742.00	\$2,579.75	\$10,321.75
Category I Sub-Total	\$38,716.00	\$12,892.75	\$51,608.75
Category II - Other Direct Costs			
(300)Travel	\$0.00	\$0.00	\$0.00
(400)Equipment			\$0.00
(500)Supplies			\$0.00
(600)Contractual Services			\$0.00
(700) Other Miscellaneous			\$0.00
Category II Sub-Total	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$38,716.00	\$12,892.75	\$51,608.75
Category III - Indirect Costs			
(800)Indirect Cost Rate			\$0.00
Summary			
Total Labor Costs	\$38,716.00	\$12,892.75	\$51,608.75
Total Direct Costs	\$0.00	\$0.00	\$0.00
Total Indirect Costs			\$0.00
Grant Total	\$38,716.00	\$12,892.75	\$51,608.75
Fund Sources (Percent Share)	75.02 %	24.98 %	

Fringe Benefits Cost Breakdown

Accidental Death and Dismemberment – 0.03% per \$1000.00 of base salary

Group Insurance – \$5,328 per person per year

Group Life Insurance – 0.37% per \$1000.00 of base salary

Long Term Disability – 0.18% per \$1000 of base salary

Medicare – 1.45%

Social Security – 6.2%

Texas Municipal Retirement System – 11.9%

Workmen's Compensation Insurance (average police) – 3.5%

Unemployment – 0.1% up to \$40 per year

Operational Plan Instructions

(Reference Attachment F)

I. Instructions

The goal of the Operational Plan is to assist agencies in defining roadways and locations where enforcement efforts should be concentrated.

The Operational Plan is to be completed by the Subgrantee (STEP agency). It is Attachment F of the Grant Agreement and must be submitted as part of the STEP grant agreement for approval. These instructions and the Operational Plan form can be found on the TxDOT website located at http://www.dot.state.tx.us/services/traffic_operations/grant_information/grant_instructions.htm (see Form 2109)

Please contact your local TxDOT District Traffic Safety Specialist for any questions or clarification regarding these instructions.

Site Letter or Number and Type: Begin with site “A” or site “1” and designate the STEP measure that will be enforced at that site (e.g., Speed, Occupant Protection, DWI, etc.).

Site Description: Describe the boundaries of the Site Letter or Number (e.g., city or jurisdiction-wide, Sector A [Sector A is bordered by 1st Street to the north, 51st Street to the south, Main Street to the west, and Capitol Street to the East]). **Note:** Speed enforcement sites must include a roadway with at least 50% noncompliance, as determined by speed surveys and include approximate length in miles and speed limits. Occupant Protection sites may be jurisdiction-wide. All other STEP sites must be described by roadways, boundaries, sectors or specific locations.

Survey Results: List **compliance** percentage for occupant protection and speed pre-surveys. (Fill in for speed and safety belt enforcement sites only). **Note:** Survey tools, worksheets, and instructions can be found in the Buckle Up Texas Website at <http://www.buckleuptexas.com>.

Enforcement Period: List hours of enforcement. **Note:** The enforcement period is the range of time in which enforcement may be conducted. Hours listed on each officer’s activity sheet must coincide with the hours listed on the Operational Plan. Any hours outside of those listed may not be counted as STEP activity, unless indicated as an exception in Attachment C, Section II, Subsections P and Q. Occupant Protection STEP enforcement must be conducted during daylight hours.

For example: For Speed – Daily, Monday through Sunday, 6:00 A.M.–8:00 P.M.

For OP – Daily, Monday through Sunday, daylight hours

For DWI – Friday 8:00 P.M. – Saturday 4:00 A.M.; Saturday 8:00 P.M.–Sunday, 4:00 A.M.

For ITC – Daily, Monday through Sunday, 8:00 A.M.–7:00 P.M.

For HMV – Daily, Monday through Sunday, 8:00 A.M.–10:00 P.M.

An example of an Operational Plan can be found on the TxDOT Website in the Traffic Safety Grants Information and Instructions at http://www.dot.state.tx.us/services/traffic_operations/grant_information/grant_instructions.htm (see Form 2109-sam).

II. Modifying a STEP Operational Plan

1. Subgrantee must make requested modifications, in writing, to the District Traffic Safety Specialist, for district managed grants, or to the appropriate Division Program Manager in Austin, for division managed grants. The cover letter should identify, by site location and STEP element, the changes being requested.
2. Along with the written request, the Subgrantee must provide a copy of the new Operational Plan that includes the additional, or modified sites, along with all required supporting documentation (i.e. Surveys).
3. Modifications must comply with the Operational Plan instructions.
4. TxDOT approval will be provided, or denied, by the District Traffic Safety Specialist, for district managed grants, or by the appropriate Division Program Manager in Austin, for division managed grants.

Note: The modifications must be approved by TxDOT prior to implementing any changes to enforcement activity. Unauthorized enforcement activity conducted prior to TxDOT approval is not eligible for reimbursement.



Form 2109 (rev. 6/29/2006)

TRAFFIC SAFETY OPERATIONAL PLAN

Attachment F

Project Fiscal Year: 2008

Subgrantee: City Of College Station

Project Title: Step - Comprehensive

STEP Site Letter or Number & Type*	Site Description	Survey Results (compliance)	Enforcement Period
Speed Site #1	FM 60 - from Wellborn Rd. to Discovery Dr. (0.8 mile) Speed Limit 40 mph	20%	Monday - Sunday 0700 hours to 2000 hours
Speed Site #2	FM 2154 - from FM 2818 to Fidelity St. (1.3 miles) Speed Limit 45 mph	54%	Monday - Sunday 0700 hours to 2000 hours
Speed Site #3	Southwest Pkwy - from Texas Ave. to Leona St. (1.2 miles) Speed Limit 35 mph.	24%	Monday - Sunday 0700 hours to 2000 hours
Speed Site #4	Holleman Dr. - from Texas Ave. to Taurus St. (1.0 mile) Speed Limit 30 mph.	10%	Monday - Sunday 0700 hours to 2000 hours
Speed Site #5	FM 2818 - from Rio Grande Dr. to Jones Butler Road (section formerly called Marion Pugh Dr.) (1.5 miles) Speed Limit 50 mph.	48%	Monday - Sunday 0700 to 2000 hours
Speed Site #6	FM 2154 - from George Bush Dr. to Old Main (0.6 mile) Speed Limit 35 mph.	27%	Monday - Sunday 0700 to 2000 hours
Speed Site #7	Navarro Dr. – from Wellborn Rd. to Rio Grande Dr. (1.0 mile) Speed Limit 30 mph.	24%	Monday - Sunday 0700 to 2000 hours
Speed Site #8	SH 30 - from Texas Ave. to George Bush Dr. East (0.2 mile) Speed Limit 35 mph.	50%	Monday - Sunday 0700 to 2000 hours
Speed Site #9	Munson Ave. - from Gilchrist Ave. to Lincoln St. (0.6 mile) Speed Limit 25 mph.	37%	Monday - Sunday 0700 to 2000 hours

STEP Site Letter or Number & Type*	Site Description	Survey Results (compliance)	Enforcement Period
OP	City Wide	79%	Monday - Sunday Daylight Hours
ITC Site #1	University Dr @ College Ave.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #2	Texas Ave. @ University Dr.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #3	University Dr. @ Tarrow St.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #4	Texas Ave. @ Walton Dr.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #5	Texas Ave. @ George Bush Dr.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #6	Texas Ave. @ Harvey Rd.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #7	Harvey Rd. @ Dartmouth Dr.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #8	Texas Ave. @ Holleman Dr.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #9	Texas Ave. @ Southwest Parkway	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #10	Texas Ave. @ Harvey Mitchell Parkway	NA	Monday - Sunday 0700 hours to 2200 hours

STEP Site Letter or Number & Type*	Site Description	Survey Results (compliance)	Enforcement Period
ITC Site #11	Harvey Mitchell Parkway @ Longmire Dr.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #12	Wellborn Rd @ George Bush Dr.	NA	Monday - Sunday 0700 hours to 2200 hours
ITC Site #13	University Dr. @ Earl Rudder Freeway (West Feeder Rd.)	NA	Monday - Sunday 0700 hours to 2200 hours
DWI Site #1	University Dr. from Wellborn Rd. to Earl Rudder Frwy. (beats 10 & 20)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #2	Texas Ave. - from Univerisity Dr. to Harvey Mitchell Pkwy. (beats 10, 20, 30 & 40)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #3	Wellborn Rd. - from University Dr. to Harvey Mitchell Pkwy (beats 10 & 30)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #4	Harvey Rd. - from Texas Ave. to Earl Rudder Frwy (beat 20)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #5	George Bush Dr. - from Harvey Rd. to Wellborn Rd. (beats 10 & 20)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #6	Harvey Mitchell Parkway – from Raymond Stotzer Dr. to Earl Rudder Frwy (beats 10, 30 & 40)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #7	Southwest Parkway - from Wellborn Rd. to Earl Rudder Frwy (beats 10, 30 & 40)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #8	Earl Rudder Freeway - from University Dr. to Rock Prairie Rd (beats 20, 30 & 40)	NA	Monday - Sunday 2300 hours to 0300 hours

STEP Site Letter or Number & Type*	Site Description	Survey Results (compliance)	Enforcement Period
DWI Site #9	Holleman Dr. - from Wellborn Rd. to Earl Rudder Frwy (beats 10, 20, 30 & 40)	NA	Monday - Sunday 2300 hours to 0300 hours
DWI Site #10	Rock Prairie Rd. - from Wellborn Rd. to Earl Rudder Frwy (beat 30)	NA	Monday - Sunday 2300 hours to 0300 hours

Note: The Operational Plan must be completed according to the Operational Plan Instructions by the Subgrantee, and it must be submitted as part of the STEP grant agreement for approval. The instructions and the Operational Plan Form can be found on the TxDOT Website located at http://www.dot.state.tx.us/services/traffic_operations/grant_information/grant_instructions.htm

Any modifications made to the Operational Plan after the grant is executed do not require an amendment to the Grant Agreement. However, the Subgrantee must follow the Operational Plan modification procedures found in the Operational Plan Instructions before any enforcement is conducted in the related sites.

For Speed and Occupant Protection sites only, survey data must be submitted with the grant document to support the Operational Plan. It is recommended that subgrantees follow the “Speed Survey Protocol and Instructions” and the “Occupant Restraint Observer Protocol — Surveys” found in the Buckle Up Texas Website at <http://www.buckleuptexas.com>.

**STEP – COMPREHENSIVE
SPEED SITES
PRE-SURVEYS FOR FISCAL YEAR 2008**

Speed Site #1 – FM 60 – from Wellborn Rd. to Discovery Dr. (0.8 mile) 32/155 = 20% compliant

Speed Site #2 – FM 2154 – from FM 2818 to Fidelity St. (1.3 miles) 86/157 = 54% compliant

Speed Site #3 – Southwest Parkway – from Texas Ave. to Leona St. (1.2 miles) 40/163 = 24% compliant

Speed Site #4 – Holleman Dr. – from Texas Ave. to Taurus St. (1.0 mile) 16/157 = 10% compliant

Speed Site #5 – FM 2818 – from Rio Grande Dr. to Marion Pugh Dr. (1.5 miles) 80/164 = 48% compliant

Speed Site #6 – FM 2154 – from George Bush Dr. to Old Main (0.6 mile) 44/160 = 27% compliant

Speed Site #7 – Navarro Dr. – from Wellborn Rd. to Rio Grande Dr. (1.0 mile) 24/99 = 24% compliant

Speed Site #8 – SH 30 – from Texas Ave. to George Bush Dr. East (0.2 mile) 80/159 = 50% compliant

Speed Site #9 – Munson Ave. – from Gilchrist Ave. to Lincoln St. (0.6 mile) 57/151 = 37% compliant

Conducted September, 2007

AGENCY NAME:		College station Police Department							
DATE:		14-September, 2006							
	STEP Grant Type	Comp STEP 2007				Survey Type	OP		
PRE SURVEYS					POST SURVEYS				
SITE #	# IN COMPLIANCE	# OBSERVED	COMPLIANCE %		SITE #	# IN COMPLIANCE	# OBSERVED	COMPLIANCE %	% POINT CHANGE
Location 1	136	167	81.44		Location 1	156	169	92.31	10.9
Location 2	136	168	80.95		Location 2			#VALUE!	#VALUE!
Location 3	128	163	78.53		Location 3			#VALUE!	#VALUE!
Location 4	134	172	77.91		Location 4			#VALUE!	#VALUE!
Location 5	124	172	72.09		Location 5			#VALUE!	#VALUE!
Location 6	140	171	81.87		Location 6				
Location 7					Location 7				
Location 8					Location 8				
Location 9					Location 9				

SECTION 4: COMPENSATION

Note: The strategies and goals set forth in this plan are subject to budgetary limitations. Nothing contained herein is to be construed as an employment contract.

4.01. Pay Plan Policy

The purpose of the classification and compensation system is to ensure the recruitment, motivation, career development and retention of professional, excellent employees. The City of College Station values its most important asset, the employees, who provide efficient, effective, responsive and creative public services that result in the highest quality of customer focused services to its citizens.

The classification and compensation system supports the employees of the City by helping them to be responsive to their customers while being fiscally responsible, which assists in preserving and advancing the quality of life resulting in exceptional civic pride.

STRATEGY 1

To provide for a simplified classification system that defines the general scope and complexity of the work required.

GOAL 1: To establish a classification structure that reflects roles and responsibilities.

GOAL 2: The classification plan will meet the current needs of operating departments while providing managers with maximum flexibility to manage and organize the work in a changing environment.

GOAL 3: The classification system will be responsive to organizational and environmental change through the creation of new classes and redefinition of job responsibilities as defined by the City and its departments.

GOAL 4: The Reclassification Process will be administered by the Human Resources Department in an efficient, cost effective, responsive, fair and equitable manner to meet the needs of both the City and its employees.

STRATEGY 2

To provide a compensation system that will reflect economic conditions of the various occupational labor markets in which the City must compete. The system will incorporate a skill-based, competency based, and/or performance-based tool depending on the appropriateness for the occupational grouping.

GOAL 1: Compensation levels will reflect the multiple labor markets covering City classes.

GOAL 2: Pay grade midpoint (job rate) will approximate the 60th percentile of actual salaries paid to positions in the relevant labor market(s) as reported in salary survey results. Pay range minimums and maximums will be established from survey results. On average, the goal will be to pay employees at the 60th percentile for performance that meets standards.

GOAL 3: Classifications which are not used in development of the salary structure (e.g., specialized jobs without peers in the marketplace), will be placed in the salary structure based upon their internal relationship with benchmark classes within the occupational group as determined through a standardized job evaluation process.

GOAL 4: Salary advancement up to the job rate will be based on performance that meets standards and achievement of additional skills/competency sets for the job class as appropriate.

GOAL 5: Employees will be informed regarding their compensation and benefits.

GOAL 6: The compensation system will be responsive to organizational and market changes by consistent, cost effective, fair, and equitable review of the pay structure and placement of individuals within that structure.

STRATEGY 3

Departments will encourage an atmosphere of creativity, innovation, continuous improvement, and operational efficiency improvements.

GOAL 1: Gainsharing will be continued to reward financial savings. When these savings are identified, a portion of the savings will be passed on to employees on a one-time payment after the close of the fiscal year. The balance of the savings will be used to fund necessary city business.

STRATEGY 4

To provide a performance appraisal system (PAS) that will be used to review performance, communicate performance expectations, and support the employee in helping the organization to achieve a superior level of performance.

GOAL 1: The performance appraisal system will be used constructively to promote achievement of organizational goals.

GOAL 2: The performance appraisal system will provide constructive feedback to encourage the development of skills, enhance individual performance, and assist in professional and personal development.

4.02. Pay

A. Pay Range Structure (Minimum, Midpoint, and Maximum)

Each position has a pay range structure of a minimum, midpoint, and maximum pay rate. The minimum pay rate is the entry pay rate, or lowest pay rate for that job. The midpoint pay rate is the point midway between the minimum and maximum pay rates and is the sixtieth (60th) percentile of the market for that job. The sixtieth (60th) percentile is the data point in the salary survey data that is at 60% of the other data points (example: the sixth highest point in a series of ten). The midpoint is determined to be the pay rate on average at which the City of College Station pays. This pay rate is used to determine the point in the salary range that is considered to be the target level for performance that meets standards. An employee may or may not reach the midpoint over time. The maximum pay rate is the top pay rate, or highest pay rate for that job.

B. Job Classification Definitions

Non-exempt - clerical: Positions paid on an hourly basis in accordance with the Fair Labor Standards Act (FLSA) and primarily perform clerical duties.

Non-exempt - non-clerical: Positions paid on an hourly basis in accordance with the Fair Labor Standards Act (FLSA) and do not primarily perform clerical duties.

Exempt: Positions paid on a salary basis in accordance with the Fair Labor Standards Act (FLSA) and primarily perform bonafide executive, administrative, or professional duties.

C. Pay for New Employees

Non-exempt - clerical: An employee may be hired from the minimum pay rate up to ten percent (10%) above the minimum pay rate for that job, depending on qualifications, education, and experience. A Department Director has to receive City Manager and Human Resources approval to pay more than ten percent (10%) above the minimum pay rate for that job.

Non-exempt - non-clerical: An employee may be hired at the rate of pay that reflects the requirements of the skill level he/she brings to the job. Each department has outlined particular skills for these positions that would benefit the department and City as a whole. Each skill level has a particular pay rate associated with it. If the new employee

does not possess any of the skills, he/she will be hired at the minimum pay rate for that job.

Exempt: An employee may be hired from the minimum pay rate up to the midpoint pay rate for that job, depending on qualifications, education, and experience. A Director has to receive City Manager and Human Resources approval to pay more than the midpoint pay rate for that job.

D. Pay Increases

Non-exempt - clerical: An employee is eligible to receive pay increases through a pay for performance pay system. An employee is eligible for performance pay each January 1st following six (6) months of employment. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

Non-exempt - non-clerical: An employee is eligible to receive pay increases through a skill-based pay system. An employee is eligible for a pay increase after six (6) months of employment, unless otherwise specified by the Department, if they have met the required skills for advancement to the next skill level and have a successful performance evaluation. An employee may receive up to two (2) pay increases per fiscal year if he/she has met the required skills for advancement to the next skill level and has a successful performance evaluation within the last twelve (12) months. Once an employee has met the requirements for all skill levels, he/she is eligible for performance pay each January 1st. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

Exempt: An employee is eligible to receive pay increases through a competency-based pay system. An employee is eligible for competency pay each January 1st following six (6) months of employment. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

E. Promotions

Non-exempt - clerical: When an employee is promoted to another position, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater, not to exceed the midpoint pay rate for that job.

Non-exempt - non-clerical: When an employee is promoted to another position, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or will receive a five percent (5%) pay increase, whichever is greater.

Exempt: When an employee is promoted to another position, the Director may pay the employee from the minimum pay rate up to the midpoint pay rate for that job, depending on his/her qualifications, education, and experience.

F. Demotions

Non-exempt - clerical: When an employee is demoted to another position, he/she will be paid from the new minimum pay rate up to the midpoint pay rate for that job, not to exceed his/her current pay rate. Placement in the new pay range may be based on the relation where the employee was being paid in the higher pay range.

Non-exempt - non-clerical: When an employee is demoted to another position, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job. If he/she does not meet any of the skill level requirements, he/she will be paid at the minimum pay rate for that job.

Exempt: When an employee is demoted to another position, he/she will be paid from the new minimum pay rate up to the midpoint pay rate for that job, not to exceed his/her current pay rate. Placement in the new pay range may be based on the relation where the employee was being paid in the higher pay range.

All demotions must be done in conjunction with the Department Director and Human Resources.

G. Position Transfers

Non-exempt - clerical: When an employee is transferred to a different position, he/she will keep his/her current pay rate.

Non-exempt - non-clerical: When an employee is transferred to a different position, he/she will keep his/her current pay rate or will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job, whichever is greater.

Exempt: When an employee is transferred to a different position, he/she will keep his/her current pay rate.

H. Reclassifications

Non-exempt - clerical: When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or keep his/her current pay, whichever is greater.

Non-exempt - non-clerical: When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or keep his/her current pay, whichever is greater.

Exempt: When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or keep his/her current pay, whichever is greater.

I. Acting Pay

An employee may be charged with the duties and responsibilities of a higher classified position due to that employee's absence from the higher classified position. If an employee assumes these duties and responsibilities for more than thirty (30) days, a five percent (5%) pay increase will be given. A Department Director has to receive City Manager and Human Resource approval to pay more than five percent (5%). The acting pay increase will be effective starting the first day of assuming the duties and responsibilities of the higher classified position and the acting pay increase will end once

the duties and responsibilities are no longer being performed. If an employee assumes these duties and responsibilities for less than thirty (30) days, no pay increase will be given.

J. Disciplinary Probations

An employee on disciplinary probation will not receive a pay increase. Once he/she is no longer on disciplinary probation and has a successful performance evaluation as defined by the Department, he/she may receive a pay increase under the established pay plan guidelines.

K. Salary and Market Surveys

Overview: The Human Resources Department will conduct, at a minimum, a yearly salary and market survey to determine the City of College Station's competitiveness to the applicable market's 60th percentile. Other cities with comparable characteristics to that of College Station are determined to be the "applicable market" and are used as comparisons in the survey. Other applicable data from other employers, entities, or organizations may be utilized as well.

The overall findings of the survey are presented to the City Council for discussion and possible action. If the City of College Station's pay range structures are determined to be behind or ahead of the market, recommendations may be made to the City Council to increase the current pay range structures, decrease the current pay range structures, or keep the current pay range structures, keeping in mind any budgetary constraints.

Market Pay Adjustments: Depending where each individual employee is being paid in their pay range structure, he/she may or may not receive a pay adjustment to their current pay rate. In the event of a market pay adjustment, the effective date of such change will be approved by the City Council.

L. Gainsharing

Overview: The Gainsharing Program rewards employees for cost saving measures. Gainsharing is a concept used in the private sector to provide employees with a portion of the profits of the organization. This same concept is used to try and reward College Station employees for finding ways to save money for the City through improved operations and innovations.

Funds used as gainsharing come from savings from the current budget. During the fiscal year, departments are encouraged to implement programs that promote savings in the budget so funds could be available for the Gainsharing Program. Departments are also encouraged to do things that result in small savings in day to day activities.

Employee Eligibility Criteria: The following criteria is used to determine whether or not an employee is eligible to participate in the Gainsharing Program:

- 1. Employee must be regular full-time or regular part-time.**
- 2. Employee must be employed prior to April 1st of the fiscal year.**
- 3. Employee must be employed on the day the gainsharing check is distributed.**

Gainsharing Distribution: One-third (1/3) of the total identified net savings is distributed to eligible employees in the form of a one-time gainsharing check. This check is typically given in December following the previous fiscal year. Federal taxes and mandatory retirement deductions are deducted from the gainsharing check. The remaining two-thirds (2/3) is identified as additional resources for future programs. All eligible employees in all departments share equally in the gainsharing distribution.

Savings at the end of a fiscal year may or may not be realized. If savings are realized, the amounts may vary from fiscal year to fiscal year. A gainsharing check is not guaranteed

to be distributed each year. All gainsharing check distributions must be approved by the City Council.

Note: The strategies and goals set forth in this plan are subject to budgetary limitations. Nothing contained herein is to be construed as an employment contract.

4.03. Time Sheets

Employees are required to furnish a record of their work time for each day of the pay period. Each employee is responsible for the accuracy of his/her time sheet before signing and submitting it to his/her immediate supervisor. Time sheets are due in the Payroll office at a designated time during the week prior to payday.

4.04. Pay Day

The City divides the year into twenty-six (26) bi-weekly pay periods. Employees are paid every other Friday for work performed during the preceding two-week pay period.

4.05. Pay Checks

Each paycheck includes payment for all hours worked during the pay period or hours covered by some form of paid leave. Employees receive their paychecks through direct deposit into their checking and/or savings accounts. Paycheck stubs are distributed to employees in their respective departments. Employees should check their paycheck stubs to assure the hours, pay rate, and deductions are correct. If an employee perceives that something is not correct on his/her paycheck stub, the employee should immediately contact their immediate Supervisor and the Payroll Office.

4.06. Payroll Deductions

The following deductions are required by law or the City from each paycheck:

1. Federal income tax withholding;
2. Social Security/Medicare;
3. Texas Municipal Retirement System (eligible employees only);
4. Deductions directed by law, such as child support, IRS tax levy;
5. Payment of health insurance premiums (if applicable); and
6. Payment of life insurance or supplemental life insurance (if applicable).

Additional deductions, which are optional and may be requested by an employee:

1. Credit Union;
2. Gym membership;
3. United Way contributions;
4. Flex Plan deductions;
5. Deferred Compensation plans;
6. Savings Bond Purchases;
7. Optional Benefit Plans; and

8. Work-related purchases (i.e. safety footwear, coveralls, etc.).

Employees wishing to add or change payroll deductions should contact the Human Resources Department. It is the employee's responsibility to maintain current payroll deduction information with the Human Resources Department and/or the Payroll office.

4.07. Overtime Pay/Compensatory Time Off

The normal work week for full-time, regular, employees with the exception of firefighters is the seven day period beginning at 12:01 a.m. on Monday and continuing through 12:00 midnight the following Sunday.

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Under the FLSA 207(k) exemption, firefighters have an established work period. Specific details relating to the work period and work schedule are available in the Fire Department.

Department Directors may schedule overtime when necessary to meet essential operating requirements. Efforts will be made to distribute the overtime as evenly as possible among qualified employees. Once an employee is scheduled to work overtime, he/she is expected to show up and perform the work. Any employee who fails to show up and work scheduled overtime may be subject to disciplinary action. Employees are not permitted to work overtime, or accrue compensatory time off, without prior authorization and approval by their immediate Supervisor or Department Director.

A. Non-Exempt Employees

Employees in non-exempt positions with actual work hours that exceed forty (40) in the designated work week are eligible to receive overtime pay or compensatory time off. City employees may also be eligible for overtime pay for hours worked during a regularly scheduled holiday and for hours worked on an emergency callback basis. In conformance with the Fair Labor Standards Act, employees will be compensated for overtime pay or compensatory time off at a rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked in excess of forty (40) in a work week.

Firefighters are eligible for overtime pay or compensatory time off in accordance with the FLSA 207(k) exemption.

The accrual of compensatory time off for non-exempt employees is limited to sixty (60) hours, unless otherwise specified by the Department. After accruing sixty (60) hours of compensatory time off, an employee will receive overtime pay for excess hours in the designated work week.

For the purpose of computing overtime and compensatory time for non-exempt employees, holiday, sick, or vacation time used during the pay period may be included. Upon termination, non-exempt employees will be paid for all accrued overtime and/or compensatory time.

B. Exempt Employees

Employees who are exempt from the Fair Labor Standards Act overtime provisions will not receive overtime pay. With prior authorization and approval, exempt employees are eligible to accrue compensatory time on an hour-for-hour basis for work performed above the normal requirements of the job. Accrual of compensatory time for exempt employees is unlimited. Upon termination, exempt employees will not be paid for accrued compensatory time.

C. Overtime - Secondary Employment

If an employee, at his/her own option, works a second job with the City in a different capacity from his/her regular employment and on an occasional and sporadic basis, the hours worked in the two jobs shall not be combined for the purpose of determining overtime. "Different capacity" means that the work must not fall in the same occupational category as the employee's regular position.

4.08. Shift Differential Pay

Police Officers, Communication Operators and Public Safety Officers working the evening and night shifts, as established by the department, will be eligible for shift differential pay. The pay differential will be paid per hour for the time assigned during the applicable shift.

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4.09. Pay - Daylight Savings Time

City employees will be paid for hours actually worked during a shift that includes the change to or from Daylight Savings Time. This may place the employee in an overtime situation for one (1) hour or may result in one (1) hour less than a usual shift. At the discretion of the Department Director, employees may be allowed to leave work one hour early or work one extra hour. Also, at the discretion of the Department Director, employees may use one (1) hour of accrued vacation or comp time to ensure he/she receives a full shift of pay.

4.10. On Call

Although all City employees are subject to being called back to duty after normal working hours, some Department Directors may establish on-call schedules to ensure the continuous delivery of essential services after regularly scheduled working hours.

On-call is defined as a period of time that City employees are formally scheduled to remain available to be called back to work on short notice if the need arises.

A non-exempt City employee who is formally designated to be in an on-call status will be paid an additional \$15.00 per day. Additionally, all working time after being called into service will be compensated as hours worked. The overtime rate of one and one-half (1-1/2) times the regular rate will apply if the hours actually worked during the work week and while on call exceed forty (40) hours. Exempt employees do not receive on-call compensation. Employees who are scheduled for on-call duty are expected to respond to a reasonable assignment. Failure to respond to a reasonable on-call assignment may subject an employee to disciplinary action.

Non-exempt employees (whether in an on-call status or not) who are called back to work after leaving the work premises before midnight will receive a minimum of one (1) hour of pay for the first call. Any sequential calls received while completing the first call will be included in the initial one (1) hour minimum pay. A non-exempt employee will receive an additional minimum of one (1) hour of pay for each subsequent call received during the same twenty-four (24) hour period once he/she returns home after completing a call. Non-exempt employees who are the first to respond to emergency duty between the hours of midnight and 6:00 AM will receive a minimum of two (2) hours of overtime pay at one and one-half (1-1/2) times their regular rate of pay without regard to whether forty (40) hours per week have been worked. The minimum of two hours of overtime pay will only be paid one time per night. Scheduled overtime during these hours is not affected by this policy. Any additional actual hours worked in excess of the two (2) hours will be paid as regular working time rounded to the nearest one-half (1/2) hour, and subject to the overtime rate after forty (40) hours in a work week.

4.11. Educational Incentive Pay for Fire and Police

It is the policy of the City of College Station to be competitive and provide incentives to the Fire and Police Department that will encourage the development and retention of a professional Fire and Police Department by raising the standards of promotional qualifications.

A. Eligibility

All regular full-time Police Officers and Firefighters are eligible to receive certification and incentive pay above the required basic certification.

B. Procedures

Educational incentive pay for eligible employees' completion of a pre-approved course or degree from an accredited college, university, or technical school (internet offered courses will be reviewed and pre-approved on a case by case basis) is as follows:

Police (TCLEOSE)

Associate's Degree \$25/mo.
Bachelor's Degree \$50/mo.
Master's Degree \$75/mo.
Intermediate Certificate in Law Enforcement \$75/mo.
Advanced Certificate in Law Enforcement \$100/mo.
Master Peace Officer Certificate in Law Enforcement \$150/mo.
Eligible Police Officers may receive pay for both a degree and a certificate.

Fire (Commission on Fire Protection)

Associate's Degree \$25/mo.
Bachelor's Degree \$50/mo
Master's Degree \$75/mo.
Intermediate Certificate in Fire Protection \$75/mo.
Advanced Certificate in Fire Protection \$100/mo.
Master Certificate in Fire Protection \$150/mo
Eligible Firefighters may receive pay for both a degree and a certificate.

C. Application Process

Eligible Police Officers and Firefighters are required to submit an application to the Police Chief or Fire Chief accompanied with a certified transcript and/or copy of the certificate issued by TCLEOSE, the Commission on Fire Protection, or the Texas Department of Health.

4.12. Public Safety Assignment Pay

A. Purpose

The City of College Station has identified a need for Public Safety employees to become proficient in certain fields of expertise. To encourage and reward employees for these additional duties, and for acquiring these skills, special assignment pay will be given.

B. Eligibility

All regular full-time Police Officers and Firefighters may be eligible to receive assignment pay. The Department Director will determine the number of positions needed for each assignment and the criteria for eligibility. The number will be limited and may be changed by the department. Employees may receive more than one assignment pay.

C. General Provisions

Individuals who qualify to receive assignment pay, as determined by the department, will receive the following amounts:

Police

Accident Reconstructionist \$50/mo.
Hostage Negotiator \$35/mo.
Field Training Officer (FTO) Patrol \$15/day
Field Training Officer (FTO) Communications \$12/day
Forensic Technician \$100/mo.
Training Specialist (SRO and FTO Coordinator) \$100/mo.
Crime Scene Technician \$50/mo.
Special Weapons and Tactics (SWAT) \$50/mo.
Explosive Technician \$75/mo.
Drug Recognition Expert (DRE) \$50/mo.
Public Information Officer (PIO) \$75/mo.
Canine Handler \$75/mo.
Criminal Investigation \$100/mo.

Fire

Texas Department of Health's Paramedic Certification \$200/mo.

Fire and Arson Investigator \$50/mo.
Aircraft Rescue and Firefighting \$50/mo.
Hazardous Material Technician \$50/mo.

Application for assignment pay must be made to the Police Chief or Fire Chief with the required documentation as outlined in the departmental policy. Periodic reviews by the department will be conducted to determine if the employee still qualifies for assignment pay. Assignment pay will not be given to employees who are no longer qualified. Assignment pay will become part of the base wage when calculating overtime.

4.13. Language Skills Pay

A. Purpose

The City of College Station recognizes that in serving a diverse population, the use of a second language may be of benefit in providing quality service. Therefore, the City has developed a program to compensate employees who are proficient in the use of a second language.

B. Eligibility

All full-time regular and part-time regular employees in all departments of the City are eligible for language skills pay. Departments may regulate the number of employees by position or quantity, depending on its particular needs.

C. Responsibilities

It is the responsibility of the employee to request testing opportunities through his/her departmental management. The Human Resources Department in consultation with the employee's Director will decide if that person should proceed through the process. If so, the Human Resources Department will arrange for testing through a qualified testing service.

By receiving language skills compensation, the employee agrees to serve the organization by utilizing the language when needed either in their own position or when requested by other departments. The employee would be designated as a "City Translator" and will have their name available to be called on to use their skills for the benefit of the public and organization as a whole. Because the designation of "City Translator" carries with it the expectation of being called away from their regularly assigned duties of the department, the department may regulate the number of designated employees by position or quantity.

The department will pay for the language skills test(s) for a qualified employee a maximum of two (2) times. An employee is eligible to retest after six (6) months have passed from the original test date.

D. General Provisions

Employees who pass the established proficiency test(s) may be compensated for oral and/or written language skills.

Oral Language Skills: \$25/mo.

Written Language Skills: \$35/mo.

Oral and Written Language Skills: \$60/mo.

4.14. Sign Language Skills

Employees who are proficient in sign language may be compensated thirty-five (\$35) dollars per month for the skill.

8.05. Vehicle Driving Policy

A. Policy

The City is committed to promoting safe and responsible driving for all of its employees. To ensure this commitment is followed through, the City has established this policy of standards and requirements for employees with job duties and responsibilities that require them to drive City owned or rented/leased vehicles, or privately owned vehicles while conducting authorized City business.

B. Driving Certification/Standards

Employees who drive vehicles applicable to this policy must conform to the following standards:

1. Be at least 18 years of age.
2. Possess a valid Texas driver license for the type of vehicle to be operated, as indicated below.
 - a. Class C License operates a single vehicle with gross vehicle weight ("GVW") rating of less than 26,001 pounds, or any such vehicle towing either a vehicle with a GVW rating that does not exceed 10,000 pounds; a bus with a seating capacity of less than 24 passengers, including the driver, does not include motorcycle or moped.
 - b. Class A License - Commercial Driver's License (CDL) operates any combination of vehicles with a gross combination weight rating of 26,001 pounds or more, provided the gross vehicle weight rating of the vehicle or vehicles being towed exceed 10,000 pounds; does not include motorcycle or moped.
 - c. Class B License - Commercial Driver's License - operates single vehicles with a load capacity of over 26,001 pounds or more, any one of those vehicles towing another vehicle with a GVW rating that does not exceed 10,000 pounds if either vehicle is:
 - (1) designed to transport 16 or more passengers; including the driver, or
 - (2) used in the transportation of hazardous materials that require the vehicle to be placarded under 49 CFR, Part 172, Subpart F.
3. Have successfully completed the requirement of the department's road test within 30 calendar days of the date the employee is required to operate a vehicle covered by this policy. This applies to individuals who fall under 2B and 2C.
4. Attend a City sponsored defensive driving course within ninety (90) days after beginning to drive on City business. The defensive driving course will be repeated every three (3) years throughout an individual's employment where driving is necessary. Police and Fire may substitute this stipulation with the annual Emergency Vehicle Operating course.
5. Attend the mandatory commentary (remedial) driving course if involved in a collision in a City vehicle, which is ruled preventable and which has \$750.00 or more in damage to either a City vehicle or a citizen's vehicle.
6. Be able to perform the tasks required for full operational and safe use of equipment, as determined by the guidelines of the Department of Transportation (DOT) and the State of Texas law statutes.

C. Mandatory Seat Belt Usage

All employees and occupants of vehicles driven by employees on City business must have their seat belts and harness fastened while the vehicle is in motion. This directive applies

to City owned or rented/leased vehicles, and privately owned vehicles being used to conduct authorized City business.

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CITY OF COLLEGE STATION
Police Department

May 21, 2007

To Whom This May Concern:

All officers working the DWI portion of the Comprehensive/Selective Traffic Enforcement Program grant for the fiscal year 2008 have received Standardized Field Sobriety Training (SFST).

Sergeant James Woodward
College Station Police Department

September 15, 2007

To Whom It May Concern:

As Mayor of the City of College Station, you are hereby notified that the following employees are authorized to submit requests and reports related to the Texas Department of Transportation's 2008 Comprehensive STEP grant.

Request for Reimbursement – Samuel Deal, Staff Accountant

Project Performance Reports

Cost Assumption Reports

Project Extension Requests

Administrative Evaluation Reports – Dan H. Severn, Police Sergeant

**Ben White, Mayor
City of College Station**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING THE MAYOR TO SIGN A TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM GRANT AGREEMENT FOR THE COMPREHENSIVE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Texas Department of Transportation has proposed that the City of College Station participate in its Comprehensive Select Traffic Enforcement Program to reduce driver risk-taking behavior by combining alcohol, occupant protection, speed and moving violations to reduce injuries and fatalities on the roadways and intersections; and

WHEREAS, the Comprehensive Selective Traffic Enforcement Program is effective from October 1, 2007 to September 30, 2008, during which time the City of College Station shall be reimbursed for 75% of the expenses incurred to operate the program; and

WHEREAS, the City Council of the City of College Station believes that the citizens will benefit from the City participating in this Comprehensive Selective Traffic Enforcement Program; now, therefore,

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

PART 1: That the City Council of the City of College Station, Texas, hereby approves the grant contract for \$51,608 for the Police Department.

PART 2: That the City Council of the City of College Station hereby authorizes the Mayor to sign the Comprehensive Selective Traffic Enforcement Program grant agreement referred to above.

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

ADOPTED this _____ day of September, 2007.

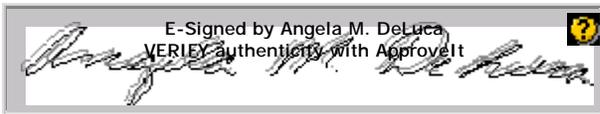
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

September 13, 2007
Consent Agenda
Data Backup and Recovery Software and Services

To: Glenn Brown, City Manager

From: Ben Roper, Director of Information Technology

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract with MicroAge of College Station for the purchase of Software and Services to upgrade the City's Data Backup and Recovery System in an amount not to exceed \$72,652.00.

Recommendation(s): Staff recommends contract approval.

Summary: The City issued RFP 07-86, "Data Storage, Archiving and Management Systems" in May 2007. This RFP was issued to solicit vendor proposals that would provide solutions designed to meet the City's increased demand for data storage and management. This RFP requested vendor recommended solutions to consolidate storage and servers, effectively manage all data storage, classify data by its value and keep the data on appropriately priced storage, have a secure backup and recovery capability, and to implement a robust disaster recovery solution within the context of the City continuity objectives. The City received five responses to the RFP (Carahsoft, MicroAge, Harding Group, Unique Digital/EMC, Sirius/IBM) and following review and ranking, elected to implement a phased solution.

This first phase will decrease the time required to conduct data backups, improve data management capabilities, automate backup tape management, and improve data restoral capabilities. Follow on phases will be implemented as schedule and budget permit.

Budget & Financial Summary: Funds exist in the IT Operating Budget for FY 2007 to support this project.

Attachments:
MicroAge Contract

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **MicroAge Inc.** (the "Contractor"), for the following work: **Provide CommVault Galaxy Backup and Recovery Software, and Services listed in Exhibit A1.** a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Seventy Two Thousand, Six Hundred Fifty Two 00/100 Dollars (\$72,652.00)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

90 Days of Contract Execution

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

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

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

- OR -

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

9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was**

caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

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

then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

MicroAge Inc.

BY: Steve Catlin
Printed Name: Steve Catlin
Title: Technology Consultant

8-24-2007
Date

CITY OF COLLEGE STATION

BY: _____
Mayor: BEN WHITE

Date

ATTEST:

City Secretary

Date

CITY OF COLLEGE STATION

BY: _____
City Manager

Date

APPROVED:



City Attorney

Date

Chief Financial Officer

Date

Exhibit A

SCOPE OF SERVICES

This project includes delivery of all software and services specified herein and in Exhibit A1 as the first phase of a City Data Storage, Management and Recovery Improvement Project. This phase of the project will provide enhanced data backup and recovery capability.

The Statement of Work includes the following subsections:

- Scope of Services
- Key Assumptions
- MicroAge Responsibilities
- City of College Station Responsibilities
- Estimated Schedule
- Deliverable Materials
- Completion Criteria
- Charges
- Other Terms and Conditions

Changes to this Statement of Work will be processed in accordance with the procedure described in paragraphs 3 and 4 of the Contract.

1 Scope of Services

- The scope of the project is the installation of CommVault Galaxy Backup and Recovery software including associated implementation and consulting services.

Primary tasks include:

- Implementation planning.
- Install software
- Consulting Services - Configure CommVault Galaxy Backup and Recovery software
- Provide system training to City personnel
- Provide system documentation

1.1 Specific Requirements

The following specific requirements will be included:

1. Implementation planning:
 - a. Contractor will spend up to one eight hour day on-site at City facilities planning the implementation of the CommVault system.
 - b. Contractor will provide a detailed check off list of all preparations needed by the City prior to loading the software. This check off list will clearly identify all equipment preparations that need to be accomplished and any

equipment, material or supplies that the City will be required to have on hand to support the system installation, configuration, and training.

- c. Contractor will provide all necessary Microsoft SQL server licenses for required SQL server installations.
 - d. Contractor will configure all necessary software to perform tape management on the City's existing Spectralogoc T-120 Library. Specific requirements will include tape cataloging and tape management utilizing the robotic features of the Spectralogic T-120 library.
2. Install software.
- a. Install Universal CommServer software on an existing Windows server.
 - b. Install one MediaAgent for Windows on the Universal CommServer Server and the other MediaAgent for Windows on another existing Windows server.
 - c. Install (1) Library Management software on each of the two Windows MediaAgent servers.
 - d. Install (1) Drive Management software on each of the same two Windows MediaAgent servers including Direct from Disk option for up to 800 GB.
 - e. Upgrade CommCell to Advanced Media Management.
 - f. Upgrade CommCell to Advanced copy Management.
 - g. Install iDataAgent for Active Directory Server.
 - h. Install eleven (11) iDataAgent (DB level) for GroupWise on designated servers.
 - i. Install iDataAgent for NetWare Directory Services (NDS) Server.
 - j. Install thirteen (13) iDataAgent for NetWare server on designated servers.
 - k. Install iDataAgent for SQL Server (2 CPU).
 - l. Install iDataAgent for SQL Server (3-7 CPU).
 - m. Install eleven (11) iDataAgent for Windows Server on designated servers.
3. Provide Consulting Services.
- a. Provide a minimum of one CommVault certified technician(s) to load and configure software, on-site, for five (5) eight hour work days, Monday through Friday.
 - b. Provide training to City staff in conjunction with the software installation and configuration specified in 3.a above
4. Provide electronic media containing system documentation.

1.2 Key Assumptions

This Statement of Work and is based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Contract change procedures.

1. All work will be performed at City of College Station Utility Customer Service Building, located at 310 Krenk Tap Rd. College Station, Texas. Work spaces include the IT Equipment Room and nearby work spaces.
2. MicroAge and City representatives, coordinating with CommVault, will jointly develop a schedule for accomplishing the work.
3. All work will be accomplished during normal working hours, Monday – Friday, 8:00 AM – 5:00 PM.
4. The CommVault software to be installed is compatible with existing City equipment and software or the City will not be charged for incompatible applications.

2 MICROAGE Responsibilities

The specific Services to be provided under this Statement of Work are described in this section.

2.1 MICROAGE General Responsibilities

1. MicroAge will provide Services under this Statement of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except City holidays, unless otherwise specified and coordinated with the City.
2. MicroAge is an authorized reseller of CommVault software and will act as the prime Contractor for this project.
3. Some MicroAge activities on this project may be performed on MicroAge premises with prior notice and approval by the City.
4. Some of the Services may be performed by a MicroAge subcontractor. If a MicroAge subcontractor assists with the project, MicroAge is solely responsible for completion of the work described herein and compliance with the terms hereof and coordinating any involvement of MicroAge subcontractors who may be engaged to assist MicroAge in accomplishing the work described herein.
5. In coordination with CommVault personnel, install and configure software listed in Exhibit A1, provide training to City personnel on the management and administration of the CommVault Backup and Recovery System, and provide required system documentation.

2.2 Project Management

Description: The objective of this task is to provide an individual (“MicroAge Project Manager”) to provide direction and control of MicroAge project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Review this SOW, and any associated documents, with the City of College Station Project Manager.

2. Work on-site with designated City personnel (up to eight hours) to develop an implementation plan.
3. Provide complete and detailed pre-installation checklist to the City that identifies all tasks that are to be performed prior to the start of software installation, including identification of all hardware, equipment, material, supplies, or software that must be on hand at the beginning of installation.
4. Coordinate and manage the activities of MicroAge project personnel.
5. Coordinate and manage activities of CommVault project personnel.
6. Maintain project communications through the City of College Station Project Manager.
7. Establish documentation and procedural standards for the development of this project.
8. Review and administer the Project Change Control Procedure as defined in paragraphs 3 and 4 of the Contract Document with the City of College Station Project Manager.

Acceptance Criteria: This activity will be complete when the other activities described as MicroAge Responsibilities have been completed and accepted by the City, according to their completion criteria.

3 City of College Station Responsibilities

City of College Station management and personnel are dedicated to the successful completion of this project. In addition to the responsibilities in the Agreement, the City will accept specific responsibilities listed in this section.

3.1 City of College Station General Responsibilities

1. Identify a Project Manager for all project related communications.
2. Make additional appropriate personnel available to provide guidance and resolve issues as they arise in project implementation.

3.2 City of College Station Project Manager

Prior to the start of this Statement of Work under the Agreement, City of College Station will designate a person, called the City of College Station Project Manager, to whom MicroAge communications will be addressed and who has the authority to act for City of College Station in all matters regarding this SOW.

The City of College Station Project Manager's responsibilities include:

1. Serve as the single interface between MicroAge and all City of College Station departments, organizations and sites participating in this project.
2. With the MicroAge Project Manager, develop the project plan prior to implementation.
3. With the MicroAge Project Manager, administer the Project Change Control Procedure.
4. Attend project status meetings.
5. Help resolve project issues and escalate issues within the City of College Station organization, as necessary.

4 Deliverable Materials

The deliverable Materials resulting from these Services are:

- All software and services as specified in MicroAge quote # **94297 (Exhibit A1)** or acceptable substitutes as approved by the City of College Station Project Manager.
- All associated manufacture's technical and operator documentation.
- One year maintenance, as defined in MicroAge quote # 94297 (Exhibit A1), effective from date of installation.

5 Charges

1. Charges are as specified in the Agreement
2. The City of College Station is a tax exempt entity and will provide MicroAge with a copy of its tax exempt certificate.
3. Invoices are due within 30 days of receipt.

In entering into this SOW, the City is not relying upon any representation made by or on behalf of MicroAge that is not specified in the Agreement or this SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this SOW.

Exhibit A1
SOFTWARE AND SERVICES

|



1400 University Drive East - College Station, TX 77840
 Phone (979)846-9727 Fax (979)268-1017
 www.MicroAgeCS.com

Quotation

Quote #	Date
94297	06/21/2007
Sales Rep	
Steve Catlin 979-846-9727 x 280 catlin@microagecs.com	

For	Customer # CS1036	Phones			
Neil Black CITY OF COLLEGE STATION 1101 Texas Avenue P.O. Box 9960 COLLEGE STATION TX 77842-0960		Wk 979-764-3767 Cel 979-324-9803	Fax 979-764-3489		
		PO #	Terms	Ship Date	Ship Via
			NET 30		Will Call

Part	Description	Qty	Price	Extended
Phase One Pricing will be honored for 45 days.				
1)	CommVault Galaxy Backup and Recovery			
<i>CS-2</i>	Universal CommServe on Windows - 2 CPU.	1	2,073.00	2,073.00
<i>MA-W-2</i>	MediaAgent for a Windows server - 2 CPU. One MM-LMS and One MM-DMS included.	2	2,209.00	4,418.00
<i>MM-DMS</i>	Drive Management Software (priced per drive)	2	1,667.00	3,334.00
<i>MM-DDO-800G</i>	Direct from Disk Option for up to 800 GB of data	2	680.00	1,360.00
<i>AFP-ADMM-U</i>	Upgrade of CommCell to Advanced Media Management: Includes Unbuffered I/O for Windows MA; Libraries with mixed drive types; Native Unix driver support; SCSI reserve release; Stand alone drive pooling; ACSLS support; USB, Firewire and IP Libraries	1	278.00	278.00
<i>AFP-ADCO-U</i>	Upgrade of CommCell to Advanced Copy Management: Includes Inline and Cascading copy	1	236.00	236.00
<i>DA-W-AD-2</i>	iDataAgent for Active Directory Server - 2 CPU.	1	471.00	471.00
<i>DA-W-GPWS-2</i>	iDataAgent (DB level) for Groupwise - 2 CPU.	11	1,689.00	18,579.00
<i>DA-W-NDS-2</i>	iDataAgent for NetWare Directory Services (NDS) server - 2 CPU.	1	449.00	449.00
<i>DA-W-NW5-1</i>	iDataAgent for NetWare server - 1 CPU.	13	385.00	5,005.00
<i>DA-W-SQL-2</i>	iDataAgent for SQL Server - 2 CPU.	3	1,962.00	5,886.00
<i>DA-W-SQL-4</i>	iDataAgent for SQL Server - 3-7 CPU.	1	2,620.00	2,620.00
<i>DA-W-WS-1</i>	iDataAgent for Windows Server - 1-7 CPU.	11	428.00	4,708.00
	Subtotal	1	49,417.00	49,417.00
2)	Maintenance			
<i>S-Standard</i>	Notification of software updates, product fixes and related enhancements. 7am to 7pm access to the CommVault Technical Assistance Center (Monday through Friday, not including holidays). Quarterly reports.	1	9,933.00	9,933.00
	Subtotal	1	9,933.00	9,933.00
3)	Documentation/Travel			
<i>FXTRVL-CONS</i>	Fixed Price Travel Expenses - fixed price per day per consultant	5	500.00	2,500.00
<i>D-CDROM-ALL-DOCS</i>	Kit contains all current QiNetix Documentation except release notes.	1	167.00	167.00
	Subtotal	1	2,667.00	2,667.00
4)	Implementation & Consulting			



1400 University Drive East - College Station, TX 77840
 Phone (979)846-9727 Fax (979)268-1017
 www.MicroAgeCS.com

Quotation

Quote #	Date
94297	06/21/2007
Sales Rep	
Steve Catlin 979-846-9727 x 280 catlin@microagecs.com	

For	Customer # CS1036	Phones		
Neil Black CITY OF COLLEGE STATION 1101 Texas Avenue P.O. Box 9960 COLLEGE STATION TX 77842-0960		Wk 979-764-3767 Cel 979-324-9803	Fax 979-764-3489	
		PO #	Terms	Ship Date
			NET 30	
				Ship Via
				Will Call

Part	Description	Qty	Price	Extended
IC-CONS1	Consulting Services - Price Per Day	5	2,127.00	10,635.00
	Subtotal	1	10,635.00	10,635.00

Subtotal 72,652.00
TOTAL \$72,652.00

Exhibit B

CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS
EFFECTIVE 10-1-02

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

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

This coverage should provide liability coverage for the following:

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

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

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

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

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

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

This coverage should provide liability for the following:

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

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

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

Professional Liability

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

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

Must have an **Extended Reporting Period Endorsement***

Pollution Liability

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

Umbrella / Excess Liability

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

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

Builders' Risk

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

Performance Bonds & Payment Bonds

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

Commercial Crime/Fidelity Bond

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

Liquor Legal Liability (if alcohol is sold on premise)

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

Tenant's Contents and Betterments

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

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

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.
(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit C

CERTIFICATES OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JP
MICRO-3

DATE (MM/DD/YYYY)
08/20/07

PRODUCER Anco Insurance B/CS P. O. Box 3889 Bryan TX 77805 Phone: 979-776-2626 Fax: 979-776-1308	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW												
INSURED The Personal Computer Store, Inc. dba Microage College Station 1400 University Drive East College Station TX 77840	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Maryland Casualty</td> <td></td> </tr> <tr> <td>INSURER B: Service Lloyds</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Maryland Casualty		INSURER B: Service Lloyds		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Maryland Casualty													
INSURER B: Service Lloyds													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS42583964	09/23/06	09/23/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SBS42641663	09/23/06	09/23/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SRY6764-07	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY 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
	OTHER				

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

City of College Station, its employees and officials are named as Additional Insureds on general liability as required by written contract.

CERTIFICATE HOLDER

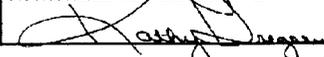
CIT-COL

City of College Station
 Attn: Susan Chemelar
 1101 Texas Avenue
 College Station TX 77840

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



IMPORTANT

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

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

DISCLAIMER

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

September 13, 2007
Regular Agenda Item No. 1
Harvey Road Rezoning

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 13.07 acres from A-O (Agricultural Open) to R-1 (Single-Family Residential) consisting of 1 lot in the general vicinity of the area northeast of Windwood Subdivision at 2708 Harvey Road.

Recommendation(s): The Planning & Zoning Commission heard this item at their regular meeting on August 16th and voted unanimously (6-0) to recommend denial. Staff also recommends denial of the rezoning due to portions of the rezoning that lie within the 100-year floodplain and access concerns.

Summary: The applicant is requesting a rezoning from A-O, Agricultural Open to R-1, Single Family Residential in preparation of single family development on a 13.079-acre tract adjacent to the Windwood Subdivision. The subject property is surrounded by floodplain to the north and east, and adjacent to the existing Windwood Subdivision to the west. The property backs up to Carter Creek floodplain.

The Comprehensive Land Use Plan has identified this area as Single-Family Residential, Medium Density, Floodplain and Streams, and Park. Excluded from the rezoning are areas shown in the Greenways Master Plan. Currently, the tract has access from Brookway Drive, a local residential street, however further development on the site will require a second point of access. The area of the rezoning outside the floodplain is in compliance with the Comprehensive Plan. The applicant is requesting to rezone portions of floodplain, which does not meet the policies of the Comprehensive Plan to protect sensitive and floodprone areas. The City of Bryan has conducted a flood study which increases the amount of floodplain on the property from the existing 100-year FEMA floodplain.

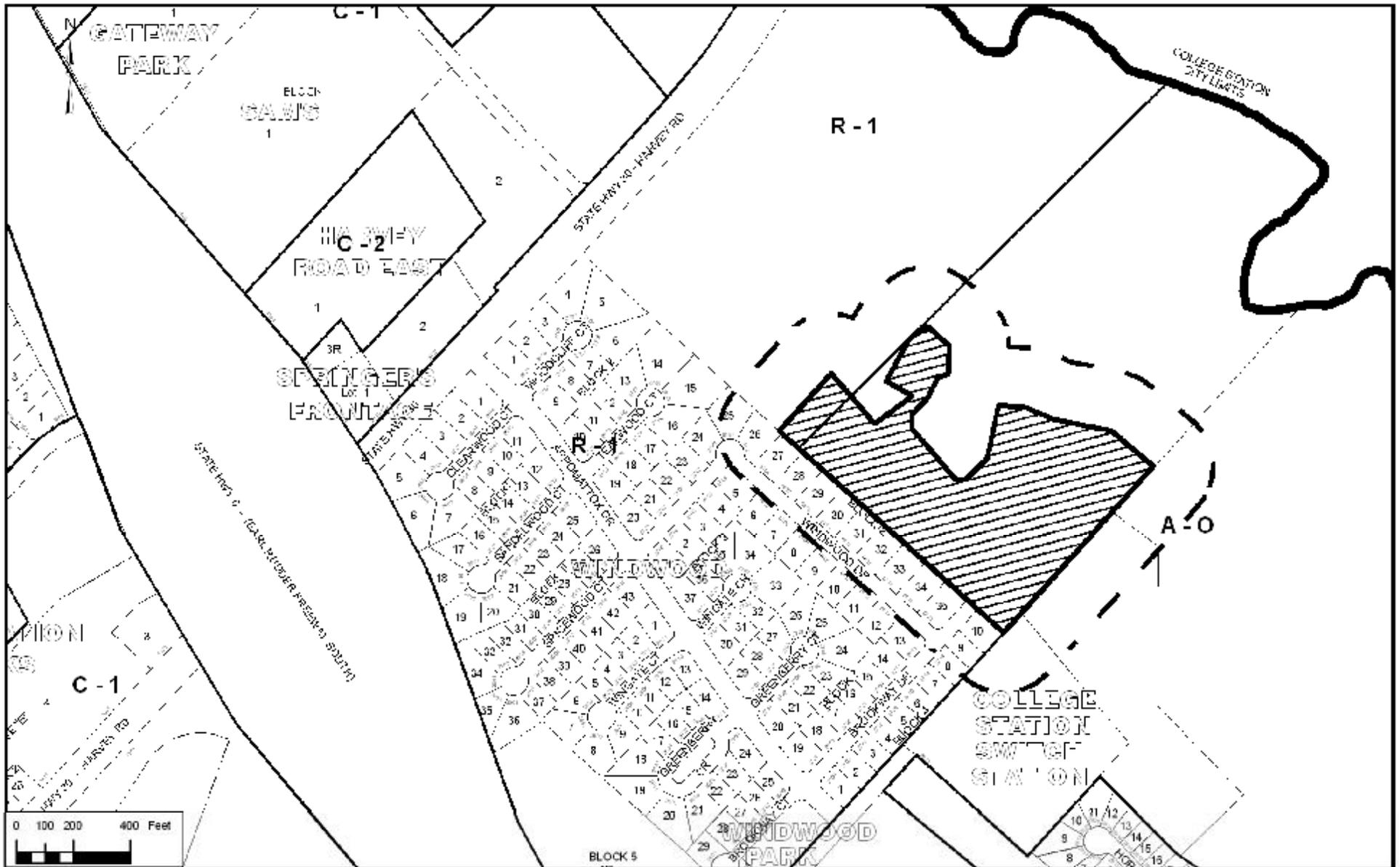
The subject property is also part of the East College Station Transportation Study. The study proposes to change the thoroughfares in this area by providing an extension of Associates Drive south of Harvey Road to connect back to State Highway 6 through this subdivision. The study has not been approved, however platting of this property before the study is approved could preclude this connection from being made.

The most recent development activity in the area has been the development of the Gander Mountain site to the south. A rezoning request was approved by City Council on August 6th for R-1 development on the property north of Gander Mountain and a preliminary plat is currently being processed by Planning and Development Services for the resubdivision of this property. A replat is also being processed to further subdivide the commercial property north of the Gander Mountain site.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial Map
2. Petition from the Windwood Subdivision.
3. Photographs
4. Rezoning Map
5. Draft Minutes of the Planning and Zoning Commission, August 16, 2007
6. Ordinance



Zoning Districts	R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - O	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
A - OR	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 1B	A - P	Administrative/Professional	R & D	Research and Development	CV	Corridor Overlay
R - 2	C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
	C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenk Tap Overlay

 **DEVELOPMENT REVIEW**

HARVEY RD ADJOINING WINDWOOD

Case: **07-052**

REZONING



Zoning Districts

A - 0 Agricultural Open
 A - OR Rural Residential Subdivision
 R - 1 Single Family Residential
 R - 1B Single Family Residential
 R - 2 Duplex Residential

R - 3 Townhouse
 R - 4 Multi-Family
 R - 6 High Density Multi-Family
 R - 7 Manufactured Home Park
 A - P Administrative/Professional
 C - 1 General Commercial
 C - 2 Commercial-Industrial

C - 3 Light Commercial
 M - 1 Light Industrial
 M - 2 Heavy Industrial
 C - U College and University
 R & D Research and Development
 P-MUD Planned Mixed-Use Development
 PDD Planned Development District

WPC Wolf Pen Creek Dev. Corridor
 NG - 1 Core Northgate
 NG - 2 Transitional Northgate
 NG - 3 Residential Northgate
 CV Corridor Overlay
 RDD Redevelopment District
 KO Krenek Tap Overlay



DEVELOPMENT REVIEW

HARVEY RD ADJOINING WINDWOOD

Case: 07-052

REZONING

April 30, 2007

To: City Council and
Planning and Zoning Commission
City of College Station

Dear Representative:

In addition to the central concern emphasized by the attached petition, we have some technical issues/questions to be addressed as the City considers Rezoning to R-1 the property identified as 2708 Harvey Road. We ask that City staff include us and City leadership in all communications as these important matters are investigated.

1. Although the Subject Property is assigned a Harvey Road address, the broad floodplain of Carter Creek makes the habitable portion of this property accessible only by Brookway Drive. Given the narrowness of Brookway, what is the City's plan for accommodating the added traffic?
2. Since the habitable portion of this ground is basically a peninsular jut into a floodplain and given that portions of the existing Windwood subdivision are drained through this property, how will development of this parcel impact existing drainage patterns? What protective provisions will be required of the developer to remedy potential problems? May we assume that the developer will not be allowed to conduct any detrimental "fill" operations and that impairment of existing drainage will not be allowed?
3. Although it is slow to be recognized, Carter Creek's long passage through the City provides a valuable environmental resource. Among the many benefits are a connected habitat where a number of native animal species can survive and even reproduce. Among these are animals such as deer, coyotes, raccoons, snakes, rabbits, owls, and hawks. Has the City commenced any planning relative to these public goods, and is it the City's long-term intent to allow all nonfloodable acreage to be developed? That is, are planning staff thinking yet about reserving some dry land for wildlife? If so, there are strong arguments recommending the Subject Property as a useful parcel.
4. Beyond the habitat value already cited, what "green space" set-asides are planned for our area of the community? Windwood residents are asking if we're being neglected in terms of foot- or bike-accessible green space. To acclimate you, a quick inventory of our immediate surroundings, old and new, includes the following:
 - Post Oak Mall, Lock-n-Roll Storage, Sam's
 - Hwy 6, elevated relative to Windwood so that traffic noise permeates deeply
 - Hwy 30, destined to become 4 lanes, and possibly to be elevated to contend with the periodic flooding it now experiences at the Carter Creek crossing
 - the Hwy 6 and 30 interchange

- Gander Mountain, Academy, and yet-to-be-named commerce on the Windwood side of Gander Mountain
- Hwy 6 frontage road – location of increased traffic, particularly once Gander Mountain opens and becomes a regional shopping destination
- very dense residential development on two properties behind Gander Mountain (Staff: How many possible homes are in current plats or are allowed in the forthcoming plats of this area?)
- There is a new sign at Hwy 30 and Appomattox, announcing a development along the narrow strip opposite the Windwood subdivision.

Clearly, with the *possible* exception of the Carter Creek floodplain, Windwood is about to be completely encircled by dense and commercially oriented development. We wish to ask whether neighborhoods such as ours are formally entitled to some relief and if this may be the responsibility of a green space program or committee?

5. One of the unique, enjoyed elements of our subdivision and a small bordering segment of the Subject Property is fairly large and healthy stands of trees. Existing trees on the Subject Property have also served a strong drainage function by keeping soils in place during storm events. These trees also provide some measure of noise reduction from Harvey Road traffic, and we will sorely miss this buffer if it is lost. What provisions or visions does the City intend to promote with regard to the preservation of this unique green space on the Subject Property? Developers no longer seem to be respectful of treed property during construction, and trees often die after the homes are sold. Recognizing the valued-adding, buffering, and drainage functions of this grove, are there proactive approaches which can aid their survival?
6. We surmise that the overhead power lines and underground gas line easement bisecting the Subject Property are an interesting burden for the developer, and we have reservations about any developer's commitment and ability to design desirable housing space in such a constrained environment. After viewing the "incorporation" of these power lines in much larger developments such as Raintree and Pebble Creek, we wonder how the City can insure that the platting process will hold reasonable promise of providing valuable living space.

Supporting information and discussion of these 6 issue groups are placed after our petition and its justification.

Our petition follows.

We request that this petition and its reasoned justifications be seriously examined.

Petition

We, the undersigned and concerned property owners and residents of Windwood Drive and Brookway Drive in the Windwood subdivision, believe that rational development of the Subject Property identified as 2708 Harvey Road must adhere to a central principle: *any new homes bordering Windwood lots and/or using an extended Brookway Drive to connect to our neighborhood are an extension of our neighborhood and should be developed in a like manner.* To do otherwise would be injurious to our neighborhood's integrity and degrade the property values in which we have heavily invested. Among the reasoned implications of this principle are the following items.

- Lot sizes platted for this development should establish a similar "look and feel" so as to provide continuity with the existing development. As the most proximate bordering street and given the likelihood of abutting backyards, existing lot sizes along Windwood Drive should heavily guide platting.
- Any Brookway "entrance" to additional homes should have an appearance which suggests nothing other than a continuous Windwood development. There should be no structural elements suggesting anything other than a smooth transition. Indeed, the transition should be seamless in our opinion.
- With the understandable exception of Appomattox Drive, sidewalks do not exist in our subdivision. In order to maintain continuity with existing Brookway properties we prefer that sidewalks not be employed in the Windwood extension except in the case of a new communal facility such as a small park, should one be incorporated.

We ask that City staff and leadership work with the development interests to guarantee that these points are advanced. If the spirit of neighborhood integrity cannot be pursued in these manners for this development extension, then we object to the rezoning request.

We ask that leadership instruct staff to deviate from the 5,000 ft² per home site latitude currently available to R-1. As documented below, neighboring Windwood lots are nearly three times as large on average, inferring that even a R-1B designation (8,000 ft²) is inadequate without further platting guidance. In addition, we ask that staff and leadership exercise their collective knowledge and experience to establish other development parameters for the Subject Property that we all can benefit from.

Justification and more informational background for these items follow our signatures.

Signatures by Property Owners Receiving Notice of a Rezoning Hearing

This petition is signed by 100 % of property owners receiving the City's mailed notice of a rezoning hearing.

Signature(s)	Address
Stephen Farnsworth	2716 BROOKWAY
Ron Griffin	6419 Windwood
John A. Sorensen John A. Sorensen	6415 Windwood
J. Diane Hurtado John & Hurtado	6407 Windwood
Maurice Anderson Hollis Gardner	6403 Windwood
Dale Stallham John A. Sorensen John A. Sorensen	6401 Windwood Dr.
Melvin Johnson	6411 Windwood
Joseph W. Dawson Beverly S. Dawson	6417 Windwood
Patricia Rannell	6421 Windwood
James M. Palmer Lori Palmer	2718 Windwood Brookway
Mandy M. Heron Richard E. Heron	6413 Windwood
Charles W. Wiggins Robert W. Wiggins	6409 Windwood
Dwight A. Witt	6405 WINDWOOD DR.

Signatures by other Property Owners or Residents of Windwood Drive

This petition is signed by 100 % of owner-occupants residing on Windwood Drive but not receiving the City's mailed notice of a rezoning hearing.

Signature(s)	Address
Linda C. Jackson Lynne A. Johnson	6402 Windwood Dr.
R. B. T.	2709 WINDWOOD DR.
Jerry W. Dason	6406 Windwood Dr
Cathy + Kevin Wuyt	6408 Windwood Dr
Jerry + Diana Radzinski	6410 " "
Mike [unclear]	6412 " "
Jayce Rivett	2707 Windwood
R. Wilby	2705 WINDWOOD
Raymond Taylor	2703 Windwood Dr.
[unclear]	2708 WINDWOOD DR.
[unclear]	2704 WINDWOOD DR.
Kurt Edry	2701 WINDWOOD CT
Bobby Belle	6414 Windwood Dr.
[unclear]	6404 windwood Dr.
Carey Sparkman	2700 Windwood Dr.
[unclear]	2702 Windwood DR.
[unclear]	2706 Windwood DR

Signatures by other Property Owners or Residents of Brookway Drive

This petition is signed by _____ % of owner-occupants residing on Brookway Drive but not receiving the City's mailed notice of a rezoning hearing.

Signature(s)	Address
John N. Ellison	2705 Brookway Dr.
Bryette Allen	2703 Brookway
Shirley King	2701 Brookway
Wald	2708 Brookway
J J	2702 Brookway
Cathy Insler	2706 Brookway
Mary Ann Linn-Joetta	2711 Brookway
Aector w CERONIA	2708 Brookway
J. C. Hubt	2707 Brookway
J. W. W. W.	2704 Brookway

Petition Justification

The more realistically developable land of the Subject Property is a small parcel in relation to the existing Windwood subdivision. The potential value of these new homes derives significantly from the attractive appearance and layout of nearby Windwood homes, so it is not unreasonable to insist upon reciprocity. *We are completely respectful of the notion that we do not own the Subject Property* and are not entitled to detract from its value. This notion is balanced by the fact that the developers do not own our property nor should they have the right to diminish its value.

We appreciate that there are challenges in profiting from the development of a small land parcel that is heavily degraded by easements and flood plain. However, those are the longstanding realities of the Subject Property. Those conditions are not of our creation, nor is it reasonable to reapportion the costs of these problems to us, in the form of either high density or aesthetically destructive development or other problems. Moreover, it seems apparent from the sizing of Brookway Drive that few (if any) homes were realistically envisioned beyond the Brookway dead end, which has served cattlemen for many years.

Based on information obtained from the Brazos County Appraisal District and focusing on those 13 Windwood and Brookway properties in receipt of the City-distributed rezoning request, **average lot size is 14,745 ft²**. Of these properties, 11 appear to have the potential for abutting new lots on the Subject Property. In addition, under the age-old concept of good fences make good neighbors, and the usual scenario where two neighbors make better fences, it strikes us as completely sensible to *extend current Windwood lot lines in platting the new development*. That is, lot widths should conform with one another.

We are aware that the City does not require plats as elements in the rezoning process, and platting details are worked out between the developer and the City staff. Yet, this pro-development arrangement does not limit Council's power to guide forthcoming platting in its instructions to staff. Due to the obvious and unusually close relationship between this small new development area and our own subdivision, we request that our neighborhood representatives be consulted *as part of* the platting process.

Additional Details for the 6 Issue/Question Groups Presented by the Letter

1. Rarely are both sides of Brookway not occupied with parked vehicles. Often Brookway is reduced to a single lane street. Eventually, two undeveloped lots on Brookway are likely to have homes and this will naturally add some street congestion. Currently, one of the school bus drivers will drive down Brookway and loop through Windwood Drive, but another makes an awkward u-turn at Appomattox and Brookway to avoid the limited width of Brookway. *In the event of a misguided plan to connect the new development to both Brookway and a new street to the Horse Haven subdivision–Switch Station–Gander Mountain area, we strongly object as such a connector is likely to invite considerable cut-through traffic with harmful consequences for the entire subdivision. Clearly, these concerns are also supportive of very low housing density in the new addition.*
2. One specific example of concern is the drainage ditch running west to east out of Windwood Subdivision and then dividing the two high land areas of the Subject Property where housing may be intended. Is this to be bridged or culverted in some manner? In addition to our interest in unimpaired drainage out of Windwood, a related matter concerns the discharge of water from the roofed and hardened area of the Subject Property once it is developed. Given the slopes involved on the flooded sides of the subject property, what measures can be taken to assure that this property will discharge its water in a non-erosive manner? Additional erosion will contribute to downstream problems and may even come to degrade homes on the Subject Property. Problems such as these may negatively influence property values there, and in our neighborhood as well.

Moreover, it is increasingly recognized that development should also maintain the green areas that allow rain water to be absorbed, so that normal water tables can be maintained. Extensive channelization and impervious cover, such as that which may occur throughout the College Station "eastside," limits an important form of water conservation that has traditionally benefited the region.

3. Development in many U.S. places often proceeds in an environmentally haphazard fashion, which fragments ecosystems and injures the ability of certain species to forage or hunt over a range sufficient to sustain life. The Carter Creek bottomland offers a natural and relatively inexpensive opportunity for improving upon normal development patterns. Moreover, the longitudinal extensiveness of this floodplain offers considerable continuous range, particularly if we can resist channelizing it and if some high-ground land diversity can be reserved for all biota and as a flood haven. Because the Subject Property is already marginalized by challenges such as its electricity and gas easements, its near-flood status, small size, and drainage responsibilities, it is an obviously low-cost candidate for fulfilling this role.
4. A notable plus in our locale is Veteran's Park, but many feel they cannot safely walk or bike to it along Harvey Road, so its main convenience is a shorter drive for Windwood residents. Its entrance is 0.7 miles from the entrance to the subdivision.
5. *no additional discussion required*
6. *no additional discussion required*

HARVEY RD. EAST ADJOINING WINDWOOD (REZ) – (07-00500052)





Brookway Drive



MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, August 16, 2007
at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Glen Schroeder, Harold Strong, Marsha Sanford and Derek Dictson

COMMISSIONERS ABSENT: Noel Bauman

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Staff Planners Crissy Hartl and Jason Schubert, Senior Planners Jennifer Prochazka and Lindsay Boyer, Transportation Planner Ken Fogle, Graduate Civil Engineer Carol Cotter, Sr. Assistant City Engineer Alan Gibbs, Deputy City Manager Terry Childers, Director Bob Cowell, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Public Works Director Mark Smith, Information Services Representative Bryan Cook, Staff Assistant Brittany Korthauer.

1. Call meeting to order.

Chairman John Nichols called the meeting to order at 7:08 p.m.

2. Public hearing, presentation, possible action, and discussion on a rezoning from A-O, Agricultural Open to R-1, Single Family Residential consisting of 1 lot on 13.079 acres in the general vicinity of the area northeast of Windwood Subdivision. **Case #07-00500052 (LB)**

Lindsay Boyer, Senior Planner, presented the rezoning and recommended denial.

She addressed several questions by the Commission on the rezoning request.

Greg Taggart, Municipal Development Group, College Station, Texas. Mr. Taggart represented the applicant and spoke in favor of the project and answered questions in general from the Commission

Mary Jorichardion, 6403 Windwood Drive, College Station, Texas; Kevin & Kathy Wright, 6408 Windwood Drive, College Station, Texas; Dicky Herron, 6413 Windwood Drive, College Station, Texas; Marsha Herron, 6413 Windwood Drive, College Station, Texas; Joseph Dawson, 64617 Windwood Drive, College Station, Texas; Sherry Ellison, 2705 Brookway Drive, College Station, Texas; Wilford Gardner, 6403 Windwood Drive, College Station, Texas; Trish Pannell, 6421 Windwood Drive, College Station, Texas; Ron Griffin, 6421 Windwood Drive, College Station, Texas; Emil Linnstaedter, 2711 Brookway Drive, College Station, Texas. Some concerns of the citizens were drainage, flooding potential, environmental concerns, hazard of power lines and gas pipelines in the area, as well as the potential traffic impact and stated that there was a need for an impact analysis.

Alan Gibbs, Sr. Assistant City Engineer, addressed questions from the Commission regarding drainage and floodplain issues.

Ken Fogle, Transportation Planner, addressed questions from the Commission regarding Brookway Drive and the extension of Associates Drive.

Commissioner Davis motioned to deny the rezoning. Commissioner Strong seconded the motion, motion passed (6-0).

3. Adjourn.

Commissioner Davis motioned to adjourn. Commissioner Dictson seconded the motion, motion passed (6-0).

Meeting adjourned at 10:28 p.m.

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 13th day of September, 2007.

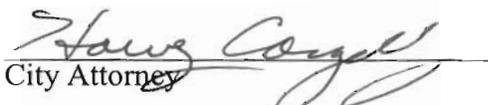
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

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

The following property is rezoned from A-O, Agricultural Open to R-1, Single Family Residential:

ALL THAT CERTAIN 13.079 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING A PORTION OF A 77.62 ACRE TRACT CONVEYED TO RICHARD SMITH AS DESCRIBED BY DEED RECORDED IN VOLUME 328 PAGE 075 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID 13.079 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "B" AND SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "C"

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION
OF A
13.079 ACRE TRACT
MORGAN RECTOR LEAGUE, ABSTRACT NO. 46
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Metes and bounds description of all that certain 13.079 acre tract or parcel of land, lying and being situated in the Morgan Rector League, Abstract No. 46, College Station, Brazos County, Texas and being a portion of a 77.62 acre tract conveyed to Richard Smith as described by deed recorded in VOLUME 328 PAGE 075 of the Deed Records of Brazos County, Texas, said 13.079 acre tract being more particularly described as follows:

BEGINNING: at the south corner of the said 77.62 acre tract, and also being the most easterly corner of Lot 10, Block 4 of Windwood Subdivision, Phase 3 as depicted by plat recorded in VOLUME 527 PAGE 585 of the said Deed Records; said point being in the northwesterly right-of-way line of Switch Station Road, being a 60 foot private access easement as described by deed recorded in VOLUME 368 PAGE 336 of the said Deed Records;

THENCE: N 45° 11' 11" W – 953.21 feet along the southwest boundary of the said 77.62 acre tract common with the said Phase 3 of Windwood Subdivision, to an angle point for the north corner of said Phase 3;

THENCE: N 45° 10' 21" W – 110.83 feet continuing along the southwest boundary line of the said 77.62 acre tract and along the northeast boundary line of Phase 2 of said Windwood Subdivision, as depicted by plat recorded in VOLUME 395 PAGE 267 of the said Deed Records, to a point for the most westerly corner of this tract;

Thence the following calls across the said 77.62 acre tract:

N 44° 51' 07" E – 273.23 feet to a point for an exterior corner;

S 37° 47' 27" E – 233.77 feet to an interior corner and the beginning of a non-tangent curve to the right;

In a northeasterly direction along the arc of said curve 133.98 feet (Curve Data: Central Angle = 18° 47' 31", Radius = 408.51 feet, Tangent = 67.60 feet and whose Long Chord bears N 57° 23' 42" E – 133.38 feet) to a point for an interior corner and the end of this curve and the beginning of a reverse curve to the left;

Continuing in a northeasterly direction along the arc of said reverse curve 32.39 feet (Curve Data: Central Angle = 17° 27' 00", Radius = 106.35 feet, Tangent = 16.32 feet, and whose Long Chord bears N 51° 15' 58" E – 32.26 feet) to an interior point for the end of said curve;

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N 58° 19' 28" W – 103.29 feet to an exterior ell corner;

N 31° 35' 39" E – 167.94 feet to an exterior corner;

N 56° 04' 19" E – 80.12 feet to an exterior corner and the most northerly corner of this tract;

S 45° 44' 04" E – 105.00 feet to the beginning of a non-tangent curve to the right;

Thence in a southwesterly direction along the arc of said non-tangent curve 173.84 feet (Curve Data: Central Angle = 199° 07' 36", Radius = 50.02 feet, Tangent = 296.89 feet and whose Long Chord bears S 05° 29' 43" W – 98.65 feet to the beginning of a reverse curve to the left;

Thence in a southwesterly direction along the arc of said reverse curve 42.96 feet (Curve Data: Central Angle = 74° 24' 35", Radius = 33.08 feet, Tangent = 25.11 feet and whose Long Chord bears S 69° 40' 11" W – 40.00 feet to an interior point for the end of said curve;

S 30° 58' 44" W – 79.07 feet to an exterior corner and the beginning of a curve to the right;

Thence in a southwesterly direction along the arc of said curve 79.08 feet (Curve Data: Central Angle = 29° 23' 36", Radius = 154.14, Tangent = 40.43 feet and whose Long Chord bears S 46° 41' 27" W – 78.21 feet) to a point for the end of this curve and the beginning of a reverse curve to the left;

Thence in a southwesterly direction along the arc of said reverse curve 56.95 feet (Curve Data: Central Angle = 102° 25' 32", Radius = 31.86 feet, Tangent = 39.65 and whose Long Chord bears S 04° 03' 15" W – 49.67 feet) to an interior corner and the end of this reverse curve;

S 37° 47' 08" E – 237.71 feet to an interior corner and the beginning of a curve to the left;

Thence in a southeasterly direction along the arc of the said curve 39.68 feet (Curve Data: Central Angle = 90° 56' 59", Radius = 25.00 feet, Tangent = 25.42 feet and whose Long Chord bears S 83° 15' 17" E – 35.65 feet) to an interior corner and the end of this curve and the beginning of a non-tangent curve to the left;

Thence in a northeasterly direction along the arc of the said non-tangent curve 107.41 feet (Curve Data: Central Angle = 07° 36' 07", Radius = 809.56 feet, Tangent = 53.79 feet and whose Long Chord bears N 47° 28' 10" E – 107.33 feet) to a point for an interior corner and end of this curve and the beginning of a non-tangent curve to the left;

Thence in a northeasterly direction along the arc of the said curve 25.77 feet (Curve Data: Central Angle = 59° 03' 33", Radius = 25.00 feet, Tangent = 14.16 feet and whose Long Chord bears N 14° 08' 20" E – 24.64 feet) to the end of said curve and the beginning of a reverse to the right;

Thence in a northeasterly direction along the arc of the said curve 57.07 feet (Curve Data: Central Angle = 62° 52' 48", Radius = 52.00 feet, Tangent = 31.79 feet and whose Long Chord bears N 16° 02' 57" E – 54.25 feet) to the end of said curve;

N 14° 31' 34" E – 112.00 feet to an exterior corner;

S 82° 48' 36" E – 95.00 feet to an exterior corner;

S 64° 11' 23" E – 106.92 feet to an interior corner for an angle point;

S 75° 44' 54" E – 209.34 feet to an exterior corner;

S 47° 16' 06" E – 193.66 feet to the southeast corner of this tract and being in the southeast line of the said 77.62 acres;

THENCE S 44° 50' 59" W – 790.15 feet along the southeast boundary of the said 77.62 acre tract to the **PLACE OF BEGINNING**, and containing 13.079 acres of land.

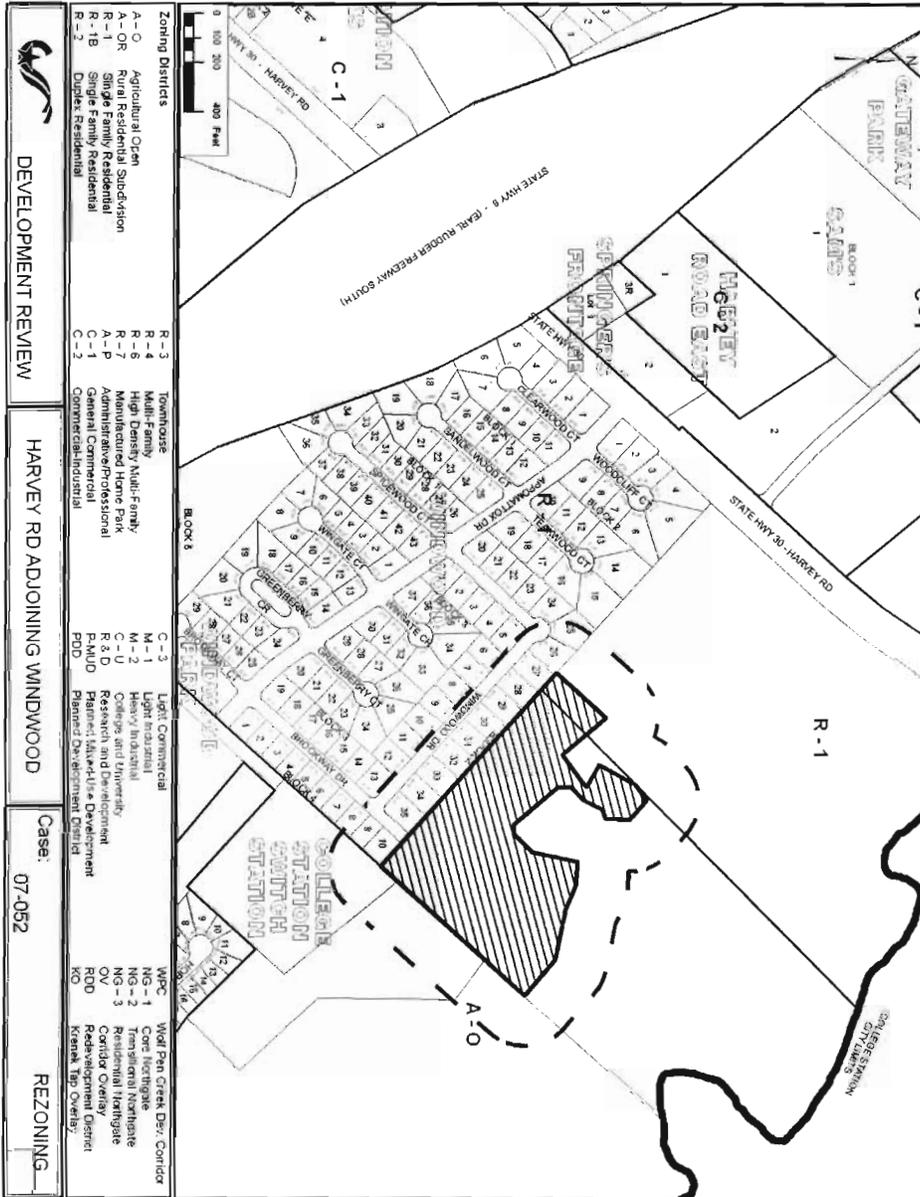
BASIS OF BEARING: The plat calls of Windwood Subdivision as recorded in the Deed Records.

This document is for zoning purposes only and in accordance with the provisions of the Texas Administrative Code, and is not to be used for land conveyance purposes.

Revised June 18, 2007
Municipal Development Group
College Station, Texas

Prepared by: Preliminary ~ For Client Review
Gregory K. Taggart
R.P.L.S. No. 5676

EXHIBIT "C"



September 13, 2007
Regular Agenda Item No. 2
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 increasing fees, extending park land requirements into the ETJ; providing a severability clause; declaring a penalty; and providing an effective date.

Recommendation(s): City Staff recommends approval of revisions to the Parkland Dedication Ordinance with adoption of January 1, 2008 as the effective date; and 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.

Summary: 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 Park Zones were adopted by Resolution No. 6-12-2003-9.5 as part of the Recreation, Park, and Open Space Master Plan. The Park Zones will be amended after adoption of the new ordinance to include the areas in the ETJ.

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 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. Another focus group meeting was held on August 8, 2007 with the development community.

City Council considered proposed revisions to the ordinance on August 23, 2007. At that meeting, they directed that the original proposal be changed to set the land value at \$24,000 and eliminate the proposal to add community parks to the requirements and be brought back for reconsideration.

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.

Budget & Financial Summary: The current fees are \$556 per single family dwelling unit and \$452 per multifamily dwelling unit. The recommendations for revised fees will increase them to \$900 for single family dwelling units and \$731 for multifamily dwelling units. These fees are based upon \$24,000 per acre land value and \$516,450 for an estimated development cost.

Attachments:

1. Proposed Ordinance
2. Park Zones – Map E of the Recreation, Park, and Open Space Master Plan

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 INCREASING FEES, 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:

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Approved by the Parks & Recreation Advisory Board on May 9, 2006*

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 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 parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood 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.

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 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

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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 parks located within the same Zone as the development.

1. Land Dedication

For residential developments the area of land to be dedicated for neighborhood 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 equal to the number of acres park land required. The amount of the financial guarantee is calculated by multiplying the number of acres of park land required to be dedicated by \$24,000 as the estimated value of an acre of land in the proposed subdivision.

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

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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 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 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 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

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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 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.

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- 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 Recreation, Park and Open Space Master Plan 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 Park Zones 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 involved. Funds deposited into a particular park zone fund may only be expended for land or improvements in that zone.
- 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

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development of a neighborhood 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 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.

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- 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.

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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.

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**APPENDIX I
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.

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)

One (1) acre costs \$24,000 to purchase.

Single Family
\$24,000 /98 DUs = \$245 per DU

Multi-Family
\$24,000 / 121 DUs = \$198 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.^a
- 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.

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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:

Single Family

\$245 + \$655 = **\$900**

Multi-Family

\$198 + \$533 = **\$731**

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

Sub Total \$469,500

10% Contingency \$46,950

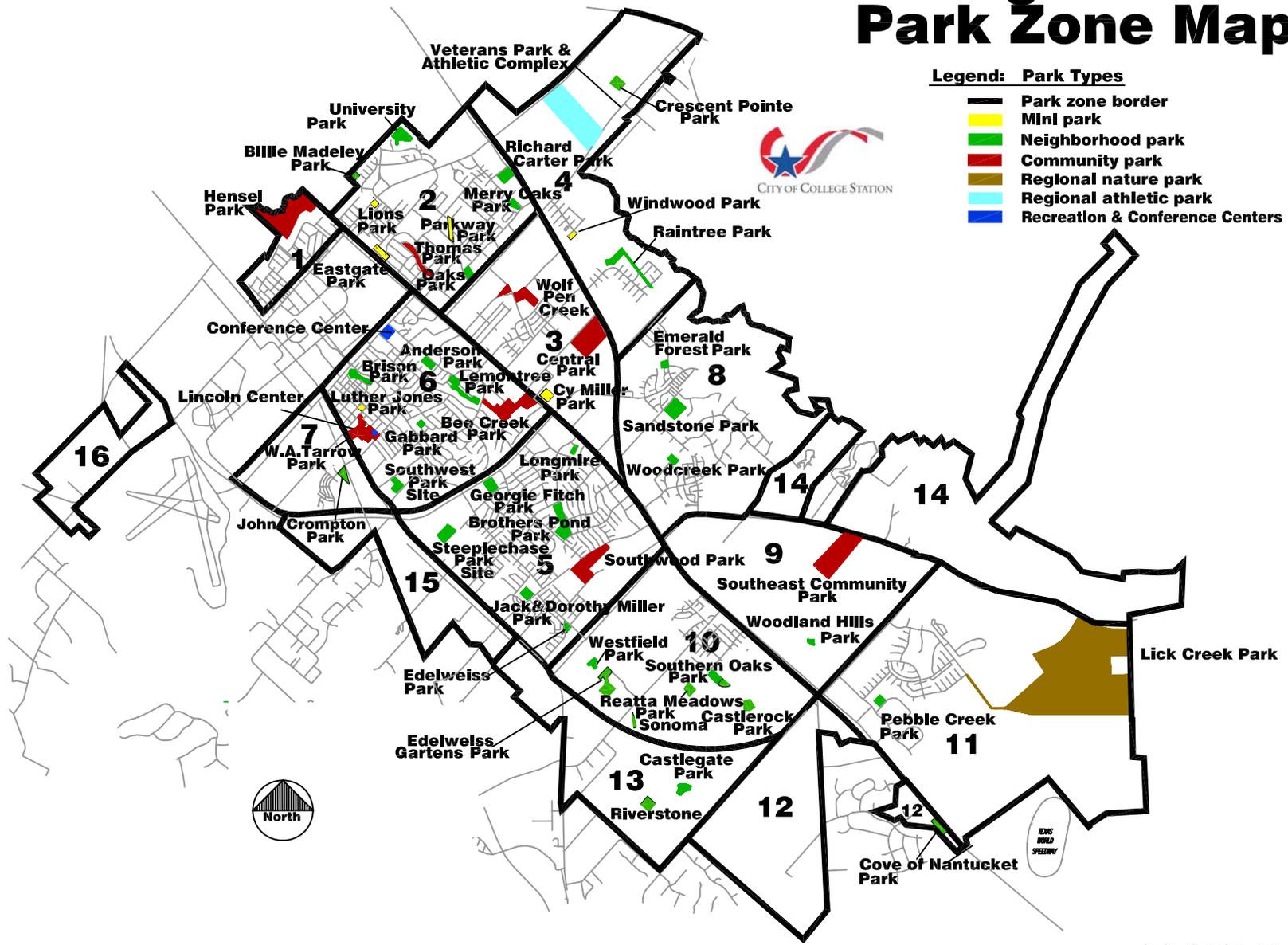
Total \$516,450

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College Station Park Zone Map



IV - 3\Acad Files\VI-5 2015\Map-Mac\Master Plan\Park Zone Map

September 13, 2007
Regular Agenda Item No. 3
Lodge Street – Right of Way Abandonment

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 5029 square foot portion of the Public Right of Way of Lodge Street, in the City of College Station.

Recommendation(s): Staff recommends approval of the ordinance vacating and abandoning a 5029 square foot portion of the Public Right of Way of Lodge Street, in the City of College Station.

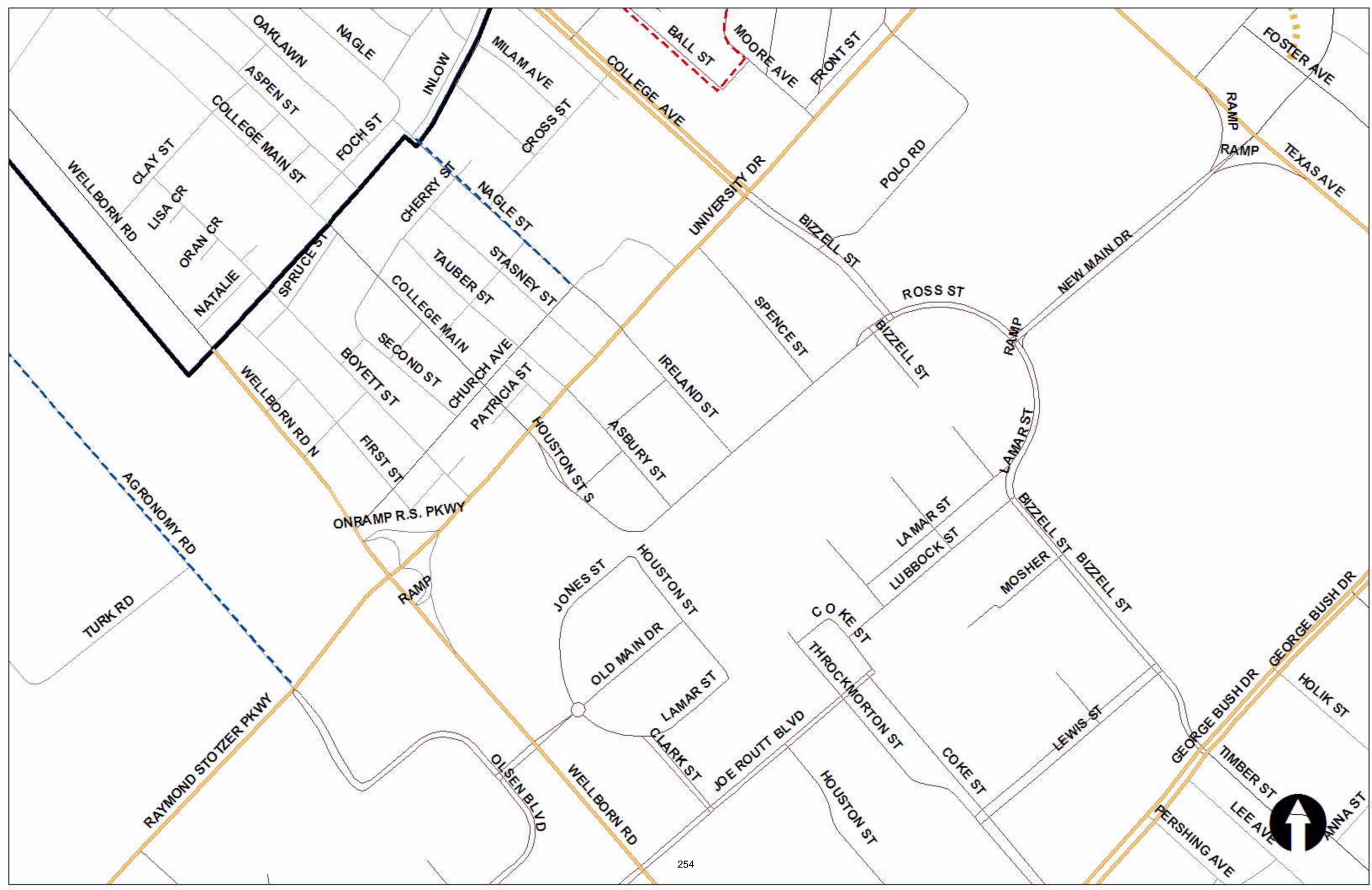
Summary: The Right of Way proposed to be abandoned is a 5029 square foot portion of a thirty (30) foot wide Public Right of Way, which is located between Church Avenue and Patricia Street. A&M Methodist church is the property owner on both sides of Lodge Street. A Public Utility Easement is proposed to be retained for the entirety of subject 5029 square foot area as public and private utilities exist within this reach. A Public Access Easement is also to be retained to continue to provide needed public emergency access.

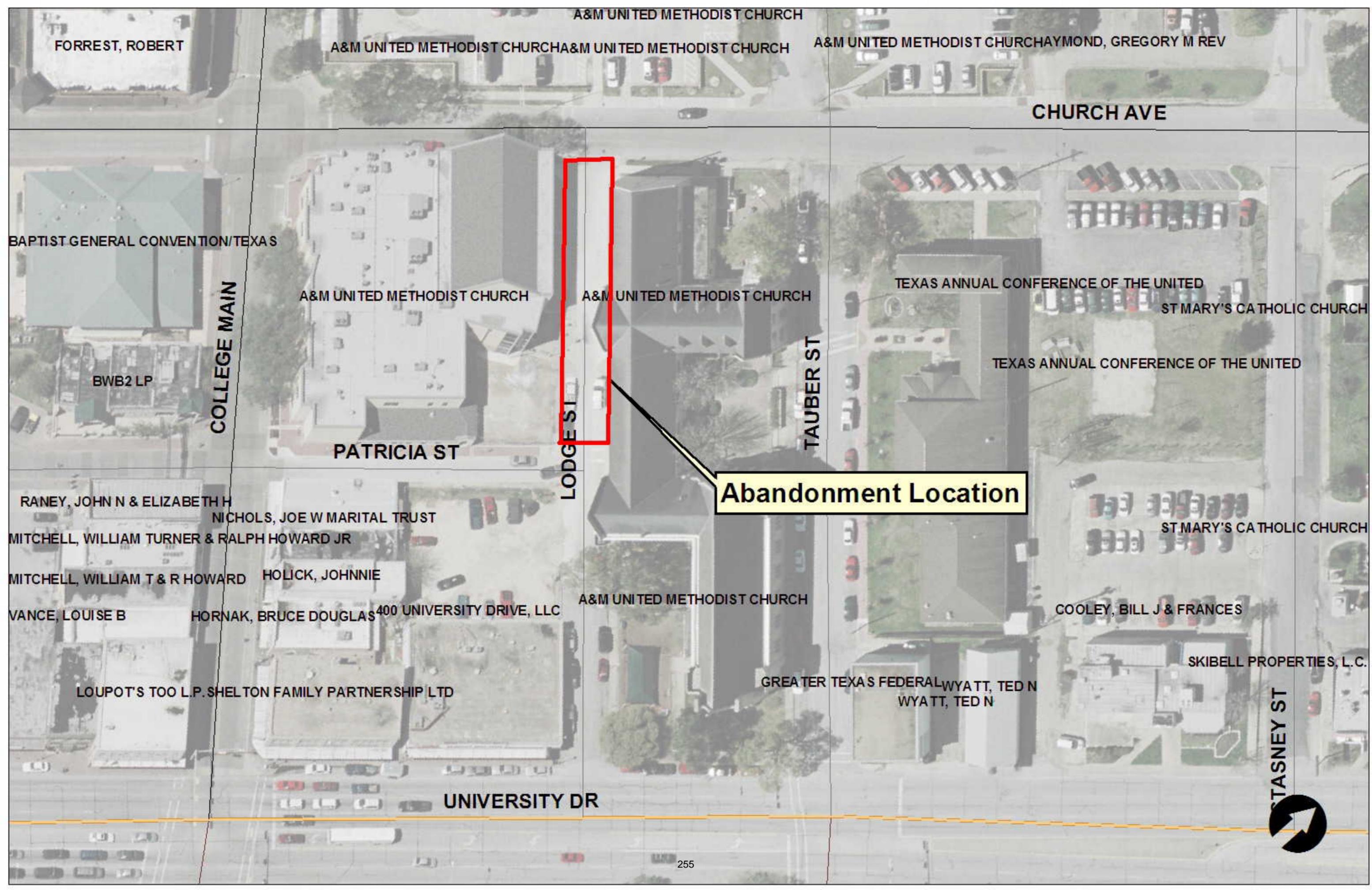
The abandonment of the Right of Way will increase public health and safety by providing for safe pedestrian traffic in the area. An additional public benefit will be realized by decreasing the associated maintenance cost savings due to reducing the amount of public street pavement that the City would be responsible for maintaining.

Budget & Financial Summary: N/A

Attachments:

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 – ROW Abandonment Location
3. Exhibit 3 - Ordinance
4. Exhibit 4 - Ordinance Exhibit "A"
5. Exhibit 5 - Application





FORREST, ROBERT

A&M UNITED METHODIST CHURCH

A&M UNITED METHODIST CHURCH

A&M UNITED METHODIST CHURCH CHAYMOND, GREGORY M REV

CHURCH AVE

BAPTIST GENERAL CONVENTION/TEXAS

A&M UNITED METHODIST CHURCH

A&M UNITED METHODIST CHURCH

TEXAS ANNUAL CONFERENCE OF THE UNITED

ST MARY'S CATHOLIC CHURCH

BWB2 LP

COLLEGE MAIN

TEXAS ANNUAL CONFERENCE OF THE UNITED

PATRICIA ST

LODGE ST

TAUBER ST

Abandonment Location

RANEY, JOHN N & ELIZABETH H

NICHOLS, JOE W MARITAL TRUST

ST MARY'S CATHOLIC CHURCH

MITCHELL, WILLIAM TURNER & RALPH HOWARD JR

MITCHELL, WILLIAM T & R HOWARD

HOLICK, JOHNNIE

COOLEY, BILL J & FRANCES

VANCE, LOUISE B

HORNAK, BRUCE DOUGLAS 400 UNIVERSITY DRIVE, LLC

A&M UNITED METHODIST CHURCH

COOLEY, BILL J & FRANCES

SKIBELL PROPERTIES, L.C.

LOUPOT'S TOO L.P. SHELTON FAMILY PARTNERSHIP LTD

GREATER TEXAS FEDERAL WYATT, TED N
WYATT, TED N

UNIVERSITY DR

STASNEY ST



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 5029 SQUARE FOOT PORTION OF THE THIRTY FOOT (30') WIDTH RIGHT OF WAY, SAID PORTION LYING ALONG LOTS 11 & 12, BLOCK 2, OF THE BOYETT'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 38, PAGE 614 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the thirty foot (30') Width Right-of-Way, said portion lying along Lots 11 & 12, Block 2, of the BOYETT'S SUBDIVISION, according to the plat recorded in Volume 38, Page 614, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

WHEREAS, the Right-of-Way is located in an area of the Northgate District of College Station, Texas, in which there are a large number of pedestrians, including particularly children; and

WHEREAS, the Right-of-Way currently provides a direct route for motor vehicles traveling in the Northgate District to access the heavily traveled University Drive; and

WHEREAS, vacating and abandoning the Right-of-Way will increase public health and safety by providing for safe pedestrian traffic in the area of the Right-of-Way; and

WHEREAS, vacating and abandoning the Right-of-Way will additionally have the public benefit of decreasing the City of College Station's maintenance costs for maintaining public streets; and

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

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

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

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways.
2. There is no public need or use for the Right-of-Way.
3. There is no anticipated future public need or use for the Right-of-Way.
4. Vacating and abandoning the Right-of-Way will increase public health and safety by providing for safe pedestrian traffic in the area of the Right-of-Way.
5. Vacating and abandoning the Right-of-Way will further benefit the public by decreasing the City's maintenance costs for maintaining public streets.
6. Utility infrastructure exists within the Right-of-Way and the City has a continuing need for public utilities located within the right-of-way.
7. The City has a continuing need for public emergency access through the Right-of-Way.

PART 2: That the Right-of-Way as described in Exhibit "A" be abandoned and vacated by the City for public roadway purposes; provided, however, that the City shall retain a public utility easement and public access easement in the area to be abandoned and the City does not abandon the use of the described area as public utility easement and public access easement.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
0.12 ACRE TRACT
PORTION OF LODGE STREET
BOYETT'S SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LODGE STREET WITHIN BOYETT'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 38, PAGE 614 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT AN "X" SET IN CONCRETE IN THE SOUTHWEST LINE OF LODGE STREET. SAID POINT BEING THE EAST CORNER OF LOT 12, BLOCK 2 OF SAID BOYETT'S SUBDIVISION;

THENCE: N 48° 13' 51" W ALONG THE NORTHEAST LINE OF SAID LOT 12 FOR A DISTANCE OF 167.64 FEET TO AN "X" SET IN CONCRETE. FOR REFERENCE, THE NORTH CORNER OF SAID LOT 12 BEARS N 48° 13' 51" W FOR A DISTANCE OF 11.82 FEET;

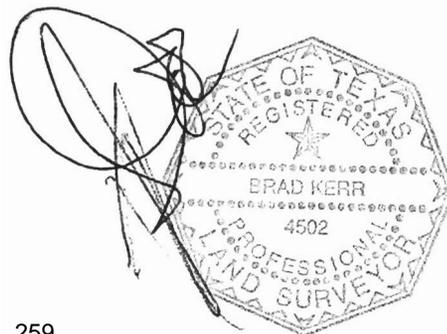
THENCE: N 41° 46' 09" E THROUGH THE R.O.W. OF LODGE STREET FOR A DISTANCE OF 30.00 FEET TO AN "X" SET IN CONCRETE ON THE SOUTHEAST LINE OF LOT 11, BLOCK 2 OF SAID BOYETT'S SUBDIVISION. FOR REFERENCE THE WEST CORNER OF SAID LOT 11 BEARS N 48° 13' 51" W FOR A DISTANCE OF 11.82 FEET;

THENCE: S 48° 13' 51" E ALONG THE SOUTHWEST LINE OF SAID LOT 11 FOR A DISTANCE OF 167.64 FEET TO AN "X" SET IN CONCRETE. FOR REFERENCE, THE COMMON CORNER OF SAID LOT 11 AND LOT 10, BLOCK 2 OF SAID BOYETT'S SUBDIVISION BEARS S 48° 13' 51" E FOR A DISTANCE OF 9.98 FEET;

THENCE: S 41° 46' 09" W THROUGH THE R.O.W. OF LODGE STREET FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.12 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2007. SEE PLAT PREPARED MAY, 2007, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/DRAWINGS/MAB/07-384



Application for abandonment of a portion of Lodge Street Right-of-Way

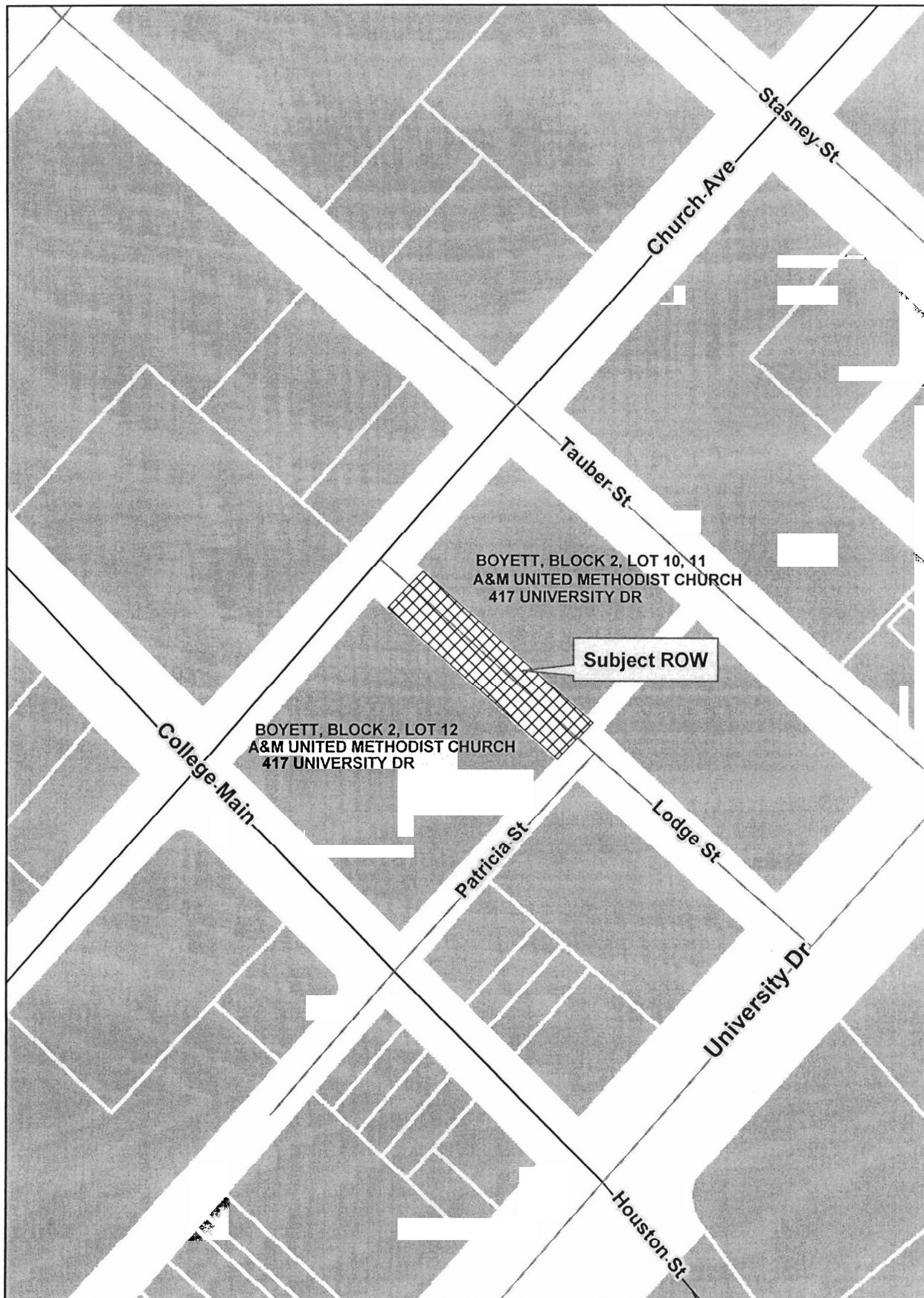
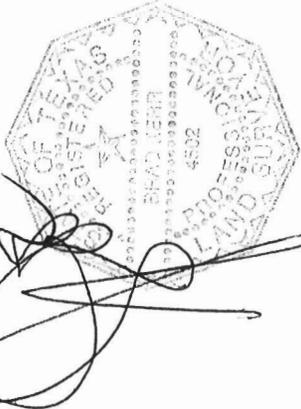


Exhibit No. 2

SURVEYOR'S CERTIFICATE:
 I, BRAD KERR, R.P.L.S. NO. 4502, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS ON THIS TRACT EXCEPT AS SHOWN HEREON. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 48041C0144 C, EFFECTIVE DATE: 07-02-1992.

BRAD KERR
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 4502



LOT 11
 BLOCK 2

LOT 10
 BLOCK 2

5029 SQ. FT.
 0.12 ACRES

SCALE: 1" = 20'



"X" SET IN CONCRETE

11.82'
 N 41°46'09" E
 30.00'

BACK OF CURB
 LODGE STREET - 30' R.O.W.
 BACK OF CURB

S 48°13'51" E 167.64'

N 48°13'51" W 167.64'

"X" SET IN CONCRETE

SANITARY SEWER
 MANHOLE

9.98'

POINT OF BEGINNING

"X" SET IN CONCRETE

LOT 12
 BLOCK 2

LEGEND:
 CONCRETE

BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 SEE METES AND BOUNDS PREPARED MAY, 2007, FOR MORE DESCRIPTIVE INFORMATION.



For Office Use Only
P&Z Case No. _____
Date Submitted: _____

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS
_____ \$300 Abandonment of Public Right-of-Way (ROW)/Easement application fee.
_____ A completed copy of the attached Abandonment of Public ROW/Easement application.
_____ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
_____ A completed copy of the Easement Dedication Sheet application with all requirements.

ADDRESS ^{ROW} Lodge Street from Patricia to Church Ave

LEGAL DESCRIPTION Out of Boyetts Subdivision Vol 38/Pg 614

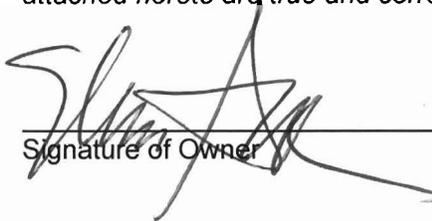
APPLICANT (Primary Contact for the Project):

Name Mark Smith E-Mail MSMITH@CSTX.GOV
Street Address 2613 Texas Avenue
City College Station State Texas Zip Code 77842
Phone Number 764 3639 Fax Number 764 3489

PROPERTY OWNER'S INFORMATION (if different from above):

Name _____ E-Mail _____
Street Address _____
City _____ State _____ Zip Code _____
Phone Number _____ Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.



Signature of Owner

May 10, 2007

Date

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: May 10, 2007

Location of Right-of-Way/Easement to be Abandoned: College Street
Right-of-way from Patricia Street to Church
Avenue

Property Owner's Name & Address: City of College Station
P.O. Box 9960 College Station, TX 77842

Property Owner's Phone Number: Mark Smith, Director of Public Works
764'3639

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, are two sealed metes and bounds descriptions (dividing the area in half) of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, are two copies of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

None

7. Such public right-of-way/easement should be abandoned because:

The surrounding property is undergoing redevelopment. The existing ROW bisects property that can be developed to better use if the roadway is closed and returned for utility & pedestrian use only.

8. Such public right-of-way/easement has been and is being used as follows:

The right of way currently contains a 36' wide street.

*** NOTE = A PUE IS TO BE RETAINED FOR THE ENTIRETY OF THE ROW TO BE ABANDONED, AND PUBLIC ACCESS.**

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Owner's Signature:

Mark Smith

Owner's Name:

Mark Smith

Owner's Address:

PO BOX 9960

College Station, TX 77842

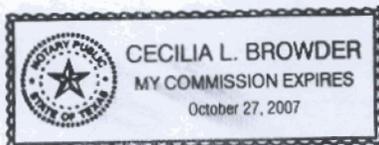
Owner's Phone Number:

764 3639

STATE OF TEXAS }
COUNTY OF BRAZOS }

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 10th day of May, 2007, by Mark Smith



Cecilia A. Browder

Notary Public in and for the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lodge Street _____

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description (dividing the area in half) of the public right-of-way/easement situated in Boyle's Subdivision Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

**METES AND BOUNDS DESCRIPTION
OF A
0.12 ACRE TRACT
PORTION OF LODGE STREET
BOYETT'S SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

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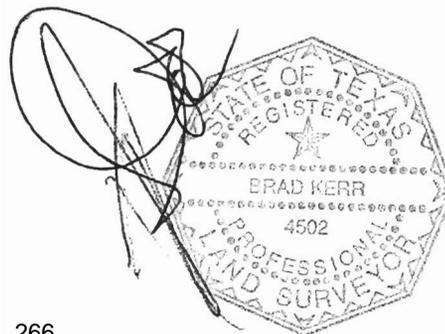
THENCE: N 41° 46' 09" E THROUGH THE R.O.W. OF LODGE STREET FOR A DISTANCE OF 30.00 FEET TO AN "X" SET IN CONCRETE ON THE SOUTHEAST LINE OF LOT 11, BLOCK 2 OF SAID BOYETT'S SUBDIVISION. FOR REFERENCE THE WEST CORNER OF SAID LOT 11 BEARS N 48° 13' 51" W FOR A DISTANCE OF 11.82 FEET;

THENCE: S 48° 13' 51" E ALONG THE SOUTHWEST LINE OF SAID LOT 11 FOR A DISTANCE OF 167.64 FEET TO AN "X" SET IN CONCRETE. FOR REFERENCE, THE COMMON CORNER OF SAID LOT 11 AND LOT 10, BLOCK 2 OF SAID BOYETT'S SUBDIVISION BEARS S 48° 13' 51" E FOR A DISTANCE OF 9.98 FEET;

THENCE: S 41° 46' 09" W THROUGH THE R.O.W. OF LODGE STREET FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.12 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2007. SEE PLAT PREPARED MAY, 2007, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/DRAWINGS/MAB/07-384



Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lodge Street

EXHIBIT NO. 2

Attached are two copies of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

Application for abandonment of a portion of Lodge Street Right-of-Way

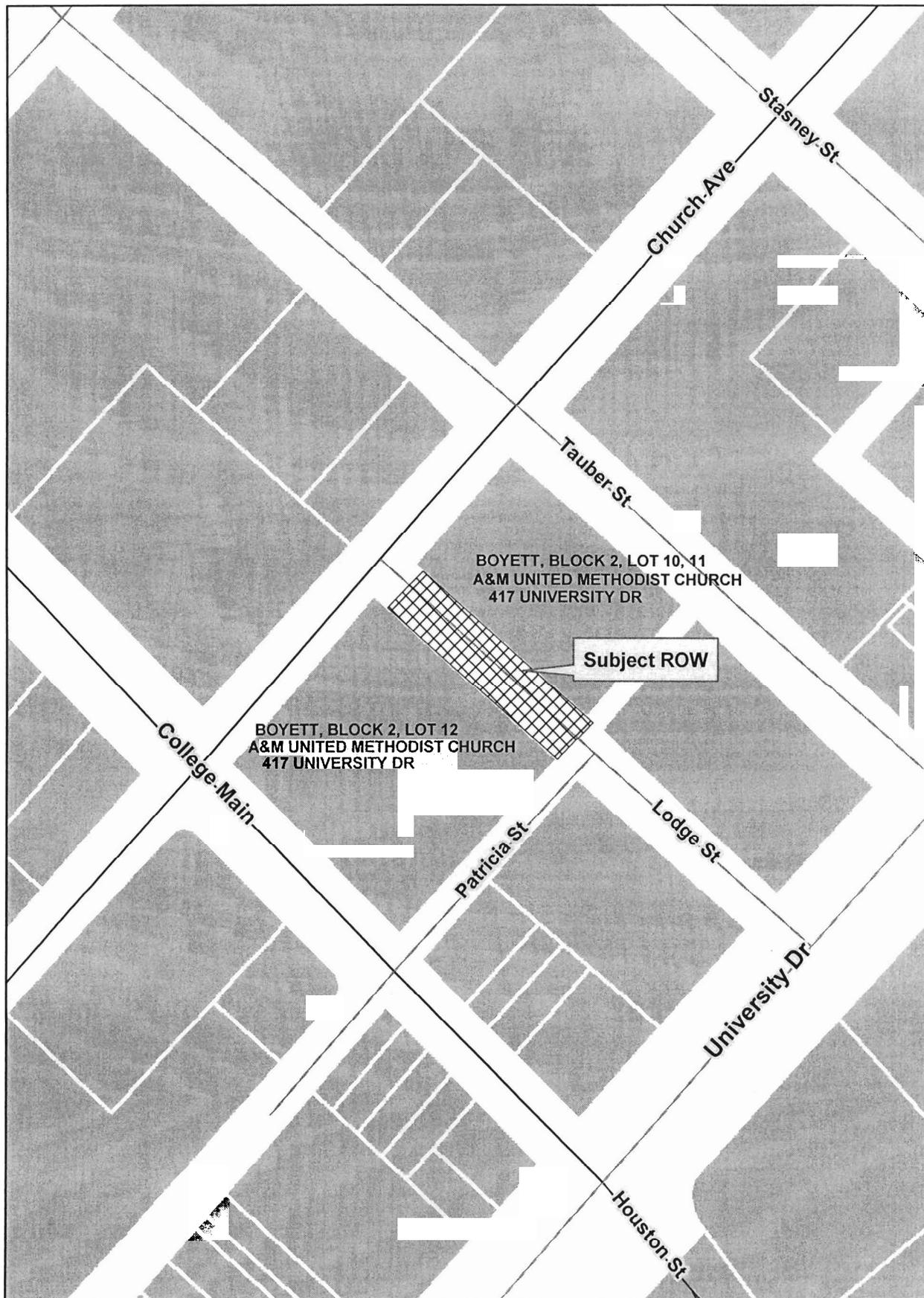
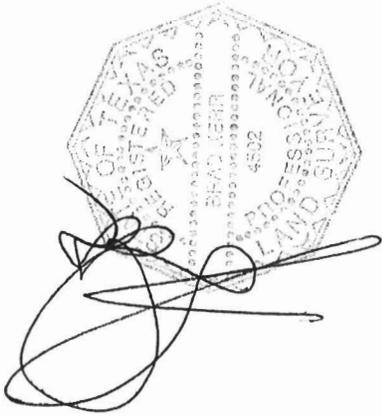


Exhibit No. 2

SURVEYOR'S CERTIFICATE:
 I, BRAD KERR, R.P.L.S. NO. 4502, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS ON THIS TRACT EXCEPT AS SHOWN HEREON. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 48041C0144 C, EFFECTIVE DATE: 07-02-1992.

BRAD KERR
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 4502



LOT 11
 BLOCK 2

LOT 10
 BLOCK 2

5029 SQ. FT.
 0.12 ACRES

SCALE: 1" = 20'



"X" SET IN CONCRETE

11.82'
 N 41°46'09" E
 30.00'

BACK OF CURB
 S 48°13'51" E 167.64'
 LODGE STREET - 30' R.O.W.
 N 48°13'51" W 167.64'
 BACK OF CURB

"X" SET IN CONCRETE

SANITARY SEWER
 MANHOLE

POINT OF BEGINNING

"X" SET IN CONCRETE

LOT 12
 BLOCK 2

LEGEND:

CONCRETE

BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SEE METES AND BOUNDS PREPARED MAY, 2007, FOR MORE DESCRIPTIVE INFORMATION.

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lodge Street

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

BY: [Signature]
Title Sr. Engineer

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lodge Street

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: Brenda S. Vajdak
Title Supervisor - Network Engrs.

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

**Application for Abandonment of
a Public Right-of-Way/Easement**

Located: Lodge Street

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: Michael R. [Signature] 6-26-07
Title Plant Manager

BRYAN TEXAS UTILITIES

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lodge Street

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

BY: _____
Title _____

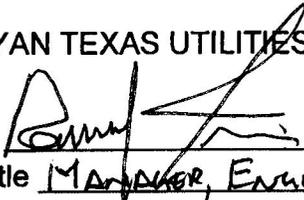
VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: 
Title MANAGER, ENGINEERING PLANNING

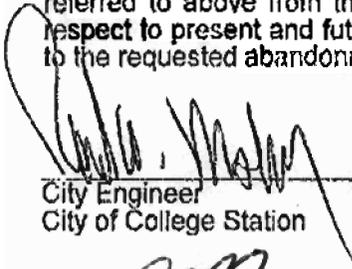
NOTE: The area in question is outside of BTU's service territory. Therefore, BTU abstains from approving or denying the abandonment.

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lodge Street

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



City Engineer
City of College Station



Building Official
City of College Station



Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Post-it® Fax Note 7671		Date 6-4-07	# of pages 2
To Alan Gibbs		From Tony M	
Co./Dept.		Co.	
Phone #		Phone #	
Fax # 3496		Fax #	

Application for Abandonment of a Public Right-of-Way/Easement

Located: Codge Street

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Tony Michalsky
Electric Department
City of College Station
6-4-07

Water Services Department
City of College Station

OK as long as we have a PUE for the abandonwe portion. We have underground electric lines in ROW.

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Codge Street

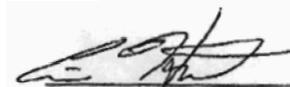
EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station



Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

To Alan Gibbs x 3496

Application for Abandonment of
a Public Right-of-Way/Easement

Located: College Street

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

D. H. Lemans 9 July 07

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lodge Street

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Erin Leadon CHAIR OF TRUSTEES
ADDRESS: A#M United Methodist Church
417 ~~University~~, CS TX 77840
467 University Dr,

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

07-10-08
07-02-10
2:30
AL

**September 13, 2007
Regular Agenda Item No. 4
Red Light Camera Program**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding appointments for the Red Light Photo Enforcement Citizen Advisory Committee.

Recommendation: Staff recommends the City Council appoint the Red Light Enforcement Citizen Advisory Committee.

Summary: HB 1119, effective September 1, 2007, requires the City to report the results of a traffic engineering study to a citizen advisory committee consisting of one person appointed by each member of the Council. The committee is responsible for advising the Council on the installation and operation of the red light camera system. Each Council member is responsible for appointing one person to the committee. The proposed committee follows:

Council

Ben White, Mayor
Ron Gay, Mayor Pro Tem
John Crompton, Place 1
James Massey, Place 2
Lynn McIlhaney, Place 3
Chris Scotti, Place 4
David Ruesink, Place 5

Appointee

Tom Herrmann
TBD
Don Hellriegel, Ph.D.
William L. Eisele, Ph.D., P.E.
Mike Perrone
TBD
Dillon Briers

Budget & Financial Summary: There is no financial impact at this time.

Attachments:

None

September 13, 2007
Regular Agenda Item No. 5
Fiscal Year 2007 - 2008 Budget Adoption

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2007-2008 Budget; and presentation, possible action and discussion ratifying the property tax increase reflected in the budget.

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2007-2008 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2007 - 2008 proposed budget. The City Council received the proposed budget on August 6, 2007 and held budget workshops on August 13, August 14, August 27, and August 28. The City Council held a public hearing on the proposed budget on August 23. The charter requires that the City Council adopt a budget no later than September 27.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax increase reflected in the budget. This action is required due to new legislation approved earlier this year. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year totaling \$2,262,261, or 12.1%, and of that amount \$776,222 is tax revenue to be raised from new property added to the tax roll this year.

The proposed tax rate is \$0.4394 per \$100 assessed valuation which is the same as the FY 2007-2008 tax rate.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$180,408,298
Subtotal Capital:	45,533,725
Total Proposed Budget:	\$225,942,023

Attachments:

1. FY 08 Budget Ordinance
2. Attachment A

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2007-08 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2007, to September 30, 2008, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal procedures of the City.

PART 3: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to sign or release utility easements; to negotiate and sign documents related to the settlement of disputed assessments for paving, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating circumstances; to sign contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$50,000 or less; to sign change orders authorizing the expenditure of funds pursuant to SECTION 252.048 of the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$15,000 or less.

PART 5: That the City Council hereby approves the funding for the outside agencies and organizations in this budget and authorizes the City Manager and his authorized and designated

Ordinance No. _____

employees, at his discretion, to sign contracts and documents authorizing the payment of funds, and to expend public funds for expenditures that are \$50,000 or less that have been expressly approved and appropriated in this budget, as set out in Appendix G of the Approved 2007-08 Fiscal Year Budget.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE, in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget, as set out in the 2007-08 Fiscal Year Equipment Replacement Fund, and Attachment "A" to this Ordinance.

PART 7: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007.

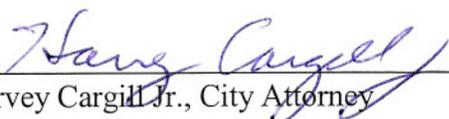
APPROVED:

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



Harvey Cargill Jr., City Attorney

**Potential FY08 Technology Purchases through GSA Schedule 70,
HGAC, TXMAS or Texas Department of Information Resources Purchases**

ITEM	Quantity	Estimated Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement PCs	55	1,500.00	82,500.00
Replacement Monitors	70	190.00	13,300.00
Replacement Printers	20	2,200.00	44,000.00
Replacement Laptops	25	2,100.00	52,500.00
Printer replacement Parts			20,000.00
PC Replacement Parts (Video Cards, Hard Drive & Memory)			25,000.00
Network Support Services (hours)	100	110.00	11,000.00
Replace 3 servers	3	15,500.00	46,500.00
Replace 2 servers	2	6,000.00	12,000.00
Server replacement parts			20,000.00
Server OS replacement			10,000.00
Estimated Additional Desktop Software			65,000.00
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Microsoft Publisher, Windows XP, Frontpage, Project, Visio, Vstudio.net, AutoCAD, ESRI ArcGIS, Crystal, Corel Draw, Cognos			
Police Department Renovation (network & phones)			20,000.00
Handheld Radio Battery Replacement			10,000.00
Vehicle Lighting and Supplies			27,900.00
Computer Network Maint and Equipment Replacement			55,500.00
Motorola Radio Repair/Replacement			35,000.00
Telephone Repair/Replacement			25,000.00
Supervisory Control and Data Acquisition (SCADA) equipment Replacement			200,000.00
Fiber installations include Fiber to Sandy Point Pump Station, Park Place Elevated Storage Tank			65,000.00
Municipal Court Security Equipment and Software (funded by Court Technology Fund)			145,890.00
Well 7 Motor Control Center			95,000.00
SCADA Replacement Water Production			150,000.00
SCADA Replacement Wastewater Treatment			160,000.00
Fiber to Sandy Point Pump Station			75,000.00
Fiber to Lift Station2 and Lift Station3			25,000.00
Subtotal - Scheduled Replacement			1,491,090.00
Service Level Adjustments			
SLA - desktop computer setups includes desktop pc, extended warranty, network card, added memory, monitor, standard software			14,665.00
SLA - additional phones and radios			13,400.00
SLA -Fiscal Impact Modeling Software, Hardware & Training			40,000.00
SLA - Data backup solution for AFIX, PictureLink & Voice Recording			14,100.00
SLA - AutoCAD & Subscription			4,305.00
SLA - mPower Application for web-based GIS improvements			26,100.00
SLA - Microsoft Office Upgrade			100,000.00
SLA - Upgrade current technology at the Parking Garage			177,198.00
SLA - Click2Gov- Customer Information System			21,000.00
SLA - Paging Transmitter			27,000.00
SLA - Web site tune up			20,000.00
SLA - Channel 19 Equipment Upgrade			19,025.00
Subtotal - Service Level Adjustments			476,793.00

Unscheduled Replacements/Additions

Estimated Additional PC setups not identified specifically in budget includes but not limited to: Monior, network card, extended warranty, added memory	30	2,100.00	63,000.00
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office 2003, Norton Antivirus, Microsoft Windows client access license	30	415.00	12,450.00
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Microsoft Publisher, Windows XP Frontpage, Project, Visio, Vstudio.net AutoCAD, ESRI ArcGIS, Crystal Corel Draw, Cognos			40,000.00
Estimated Additional Printers/Plotters			40,000.00
Estimated Memory upgrades includes: desktop pcs, printers laptops	100	100.00	10,000.00
Estimated PC misc parts includes: CD Burners, harddrives modems, network cards, DVD Burner mice, network cables			15,000.00
Estimated Monitor upgrades includes: Flat Panel and larger than 17" monitor			30,000.00
Estimated Additional Scanners	15	600.00	9,000.00
Estimated Additional Laptops/Toughbooks	20	4,000.00	80,000.00
Estimated Network Upgrades			50,000.00
Sub-Total Unscheduled Replacement/Additions			349,450.00

Phone System Maintenance

Cisco			35,000.00
Subtotal - Phone System Maintenance			35,000.00

Network Software on Master License Agreement (MLA)

Border Manager	652	5.1	3,325.20
Groupwise	875	16.83	14,726.25
ManageWise/ZEN works	570	16.84	9,598.80
Netware 5 and above	760	20.41	15,511.60
Subtotal - Network Software on MLA			43,161.85

Network Software Maintenance

Veritas- Backup Exec.			1,535.00
Paradigm			2,300.00
PCSS			20,655.00
Computer Associates			1,987.20
Subtotal - Network Software and Hardware Maintenance			26,477.20

PC Hardware and Software Maintenance

Symantec Norton Antivirus			7,500.00
HP Printer Maintenance			4,704.00
Cartegraph			3,700.00
Hart Intercivic			1,000.00
Data Collections			1,994.00
AutoCAD			10,578.67
Barracuda Spam/Spyware			1,665.00
Subtotal - PC Software Maintenance			31,141.67

IBM Hardware and Software Maintenance

Hardware Maintenance (2 i5s and 2 p-series)			14,908.00
i5 Software Subscription and Support	2		7,233.00
AIX Software Subscription and Support	2		1,274.00
Subtotal - IBM Hardware and Software Maintenance			23,415.00

GIS Software Maintenance

ArcInfo Concurrent Use License Annual Maintenance (Primary 1)			3,000.00
ArcInfo Concurrent Use License Annual Maintenance (Secondary 9)			10,800.00
Primary Maintenance for ArcView Concurrent Use License (2)			1,400.00
Secondary Maintenance for ArcView Concurrent Use License (13)			6,500.00
Primary Maintenance for ArcView Single Use License (3)			1,200.00
Secondary Maintenance for ArcView Single Use License (26)			7,800.00
Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License (1)			500.00
Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License (1)			200.00
Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License (1)			500.00
Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License (1)			200.00
Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License (1)			500.00
ArcIMS Standard Edition Server/CPU Annual Maintenance Fee			4,000.00
Maintenance for ArcSDE Server License with 2 CPUs			3,750.00
Primary Maintenance for ArcCOGO Concurrent Use License (1)			500.00
Secondary Maintenance for ArcCOGO Concurrent Use License (1)			200.00
Primary Maintenance for MAPLEX Concurrent Use License (1)			500.00
Secondary Maintenance for MAPLEX Concurrent Use License (1)			200.00
MapObjects Win Ed Developers Kit Maint (1)			1,000.00
Primary ArcGIS Publisher Concurrent (1)			500.00
Subtotal - GIS Software Maintenance			43,250.00

H T E Software Maintenance

Applicant Tracking	1	3,085.00
Document Management Service	3	1,030.00
Asset Management	1	3,800.00
Fleet Management	1	5,850.00
GMBA	1	17,040.00
Accounts Receivable	1	6,180.00
Purchasing/Inventory	1	10,035.00
Payroll/Personell	1	7,090.00
Customer Info Services	1	14,350.00
Cash Receipts	1	4,335.00
Land Management	1	4,550.00
Contact Management	1	5,350.00
Contract Billing	1	0.00
Work Orders	1	10,410.00
Continuing Property	1	2,655.00
Planning/Zoning	1	5,045.00
Building Permits	1	5,045.00
Code Enforcement	1	4,455.00
Occupational Licenses	1	3,085.00
Cognos Impromptu (Qrep)	21	8,020.00
Qrep Admin (2)	2	615.00
Looking Glass Viewer	11	3,240.00
HR/AT Escrow software maintenance	1	0.00
Human Resources	1	4,015.00
Application Tracking - new web	1	1,970.00
HTEMOD retrofit	14	1,000.00
Click2Gov (Core Module)	1	1,595.00
Click2Gov (BP Wireless)	1	1,080.00
Click2Gov (PZ)	1	1,780.00
Click2Gov (BP)	1	1,270.00
QREP Catalogs	16	6,190.00
Qrep Web Intranet	1	1,155.00

Subtotal - H T E Software Maintenance		145,320.00
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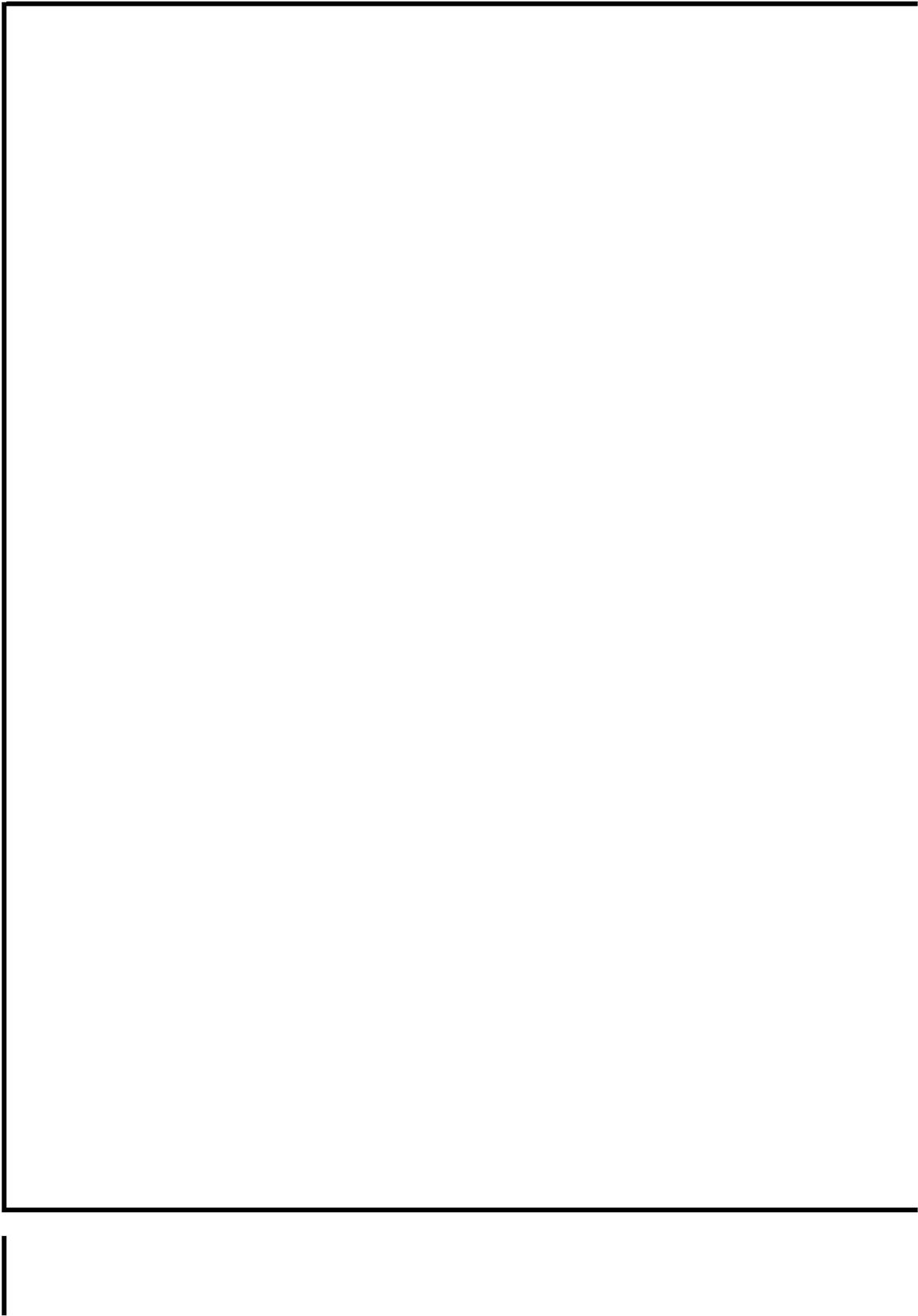
Public Safety Software Maintenance

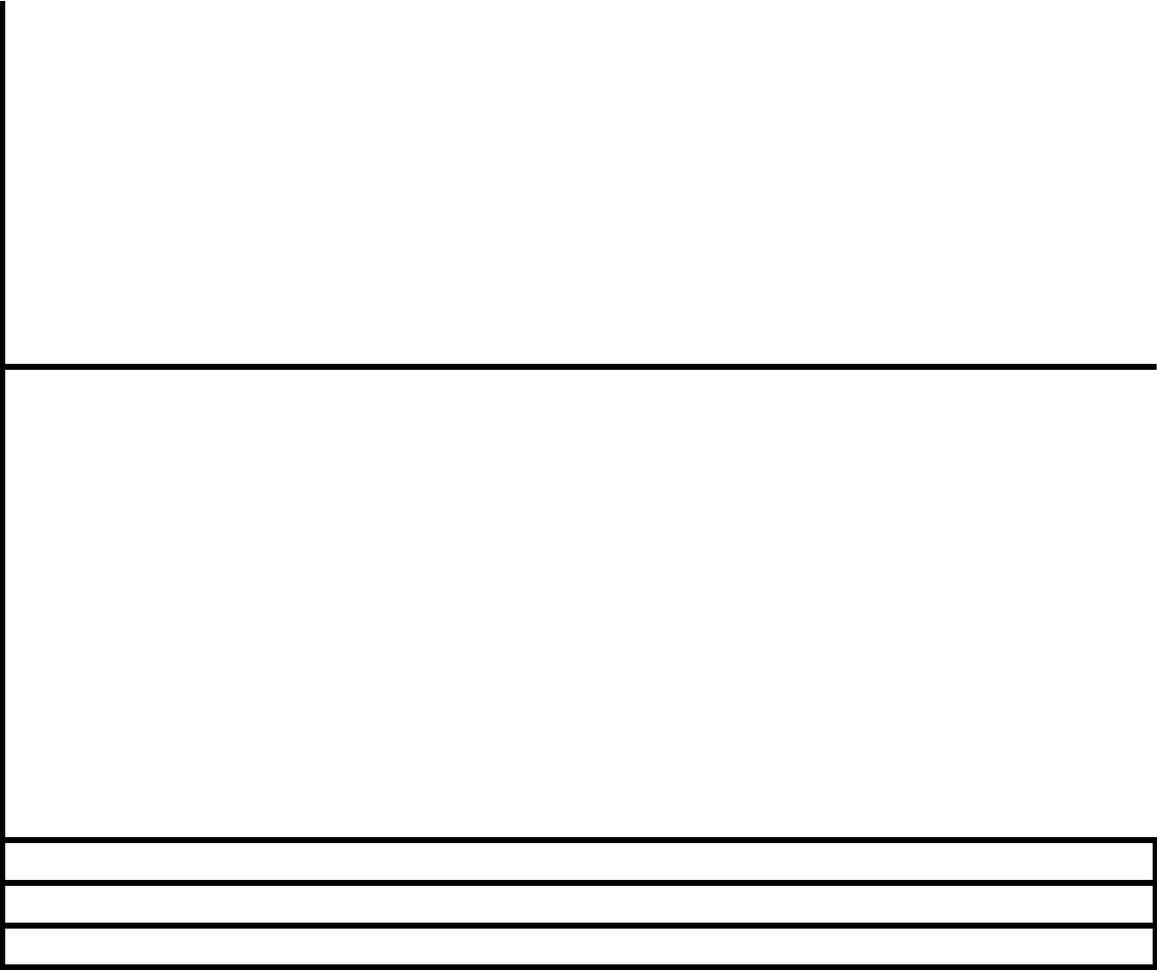
Telestaff	1	3,705.00	3,705.00
Webstaff	1	2,400.00	2,400.00

Subtotal - Public Safety Software Maintenance		6,105.00
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Grand Total	2,671,203.72
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	computer	monitor	radio	phone	software
Legal Sr Asst City Attorney	pc 1200		219		650 425
Capital Projects Officer	pc 1200		219		650 425
New Forestry shop	pc 1200		219	1500	650 425
Memorial Cemetery Sec	pc 1200		219	2500	650 425
Veteran's Park	pc 1200		219	5500	650 425
Greenways Program Manager	high end pc 4400		620		650 425
	10400		1715	9500	3900 2550





**September 13, 2007
Regular Agenda Item No. 6
Ad Valorem Tax Rate Adoption**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2007-2008 advertised ad valorem tax rate of \$0.4499 per \$100 assessed valuation.

Recommendation(s): Adopt a 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. The City Council called public hearings on a tax rate of \$0.4499 per \$100 assessed valuation. Following each public hearing the City Council announced the meeting date, time and place to adopt the tax rate. The two public hearing were held on August 23 and on September 5.

If the City Council wishes to adopt a tax rate above the effective tax rate of \$0.408365 cents per \$100 assessed valuation, the motion to adopt such a tax rate will need to be stated as follows: "I move that property taxes be increased by the adoption of a tax rate of (specify rate)".

The current tax rate of \$0.4394 per \$100 assessed valuation was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the current rate, the budget will have to be amended and reduced.

Budgetary and Financial Summary: The public hearing tax rate of \$0.4499 per \$100 assessed valuation will generate approximately \$20.45 million in taxes. The current tax rate of \$0.4394 per \$100 assessed valuation will generate approximately \$19.97 million. 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. The property tax revenue also provides funds for the two TIF's in Wolf Pen Creek and Northgate.

For the public hearing tax rate of \$0.4499 per \$100 assessed valuation, the debt service portion is \$0.2461 per \$100 assessed valuation and the operations and maintenance portion is \$0.2038 per \$100 assessed valuation.

For the current tax rate of \$0.439400 per \$100 assessed valuation, the debt service portion is \$0.2461 per \$100 assessed valuation and the operations and maintenance portion is \$0.1933 per \$100 assessed valuation.

Attachments:

1. Tax Rate Ordinance (Option 1 - \$0.4499 per \$100 assessed valuation)
2. Tax Rate Ordinance (Option 2 - \$0.4394 per \$100 assessed valuation)

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2007-08 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2007-08 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty three and ninety four hundredths cents (\$0.4394) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), nineteen and thirty three hundredths (\$0.1933) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty four and sixty one hundredths (\$0.2461) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

Section III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.30.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007.

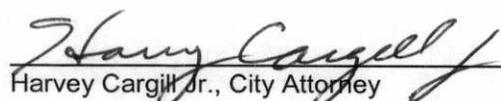
APPROVED:

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



Harvey Cargill Jr., City Attorney

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2007-08 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2007-08 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty four and ninety nine hundredths cents (\$0.4499) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), twenty and thirty eight hundredths (\$0.2038) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty four and sixty one hundredths (\$0.2461) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

Section III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$12.80.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007.

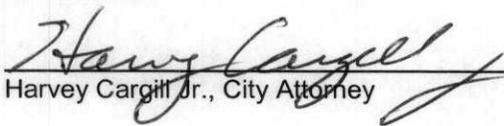
APPROVED:

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



Harvey Cargill Jr., City Attorney

September 13, 2007
Regular Agenda Item No. 7
Electric Rate Ordinance

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for electric services an average of ten percent (10%).

Recommendation: Staff recommends approval of the ordinance.

Summary: The attached ordinance authorizes the implementation of a ten percent (10%) increase in electric rates as discussed with Council at the Budget Workshop of August 27, 2007.

The rate increase is necessary to cover increased wholesale power costs resulting from higher fuel and generation costs in the ERCOT market. In addition, the rate increase is necessary due to system expansion projects associated with transmission, substations and distribution.

Budget & Financial Summary: The proposed rates will increase revenues by ten percent (10%) and are needed to continue to meet financial policies and bond covenants.

Attachments:

1. Electric rate ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING ELECTRICITY RATES TO VARIOUS CUSTOMERS; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities" 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 affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: This amendment is effective October 1, 2007.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

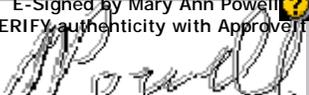
Mayor

ATTEST:

City Secretary

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIT



City Attorney

EXHIBIT "A"

That Chapter 11, "Utilities", Section 4, "Electrical Service", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsections A(2) through A(8) to read as follows:

A. ELECTRIC SCHEDULE OF RATES

The monthly rates to be charged customers for public utility services, namely electrical service, shall be in accordance with the schedules as follows:

"(2) Electric Rate - Schedule R (Residential Customers)

- (a) Applicable to residential customers for all domestic usage where all energy is taken through a single meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single phase, 120/240 volts.
- (c) Rate:
 - Service Charge: \$7.00 per month, plus
 - Energy Charge: \$0.0975 per kWh for the first 500 kWh,
 - \$0.0886 per kWh for all kWh over 500, except
 - \$0.0804 per kWh for all kWh over 500 in the
 - billing months of November through April.
- (d) Residential units where served under one (1) master meter shall be billed under Rate Schedule R-1.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) Automatic-Leave-On-Service - Customers who qualify for automatic-leave-on service will be billed at the above rate except the monthly service charge will be deleted. Customers will be required to contract with the City for this service provision.

(3) Electric Rate - Schedule R-1 (Master Metered Residential Units)

- (a) Applicable to Residential units for all domestic usage where all energy is taken through one (1) master meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 227/480, 2400/4160, 7200/12,470 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.

- (c) Rate - The monthly rate charge for service under this schedule shall be determined as follows:

The average kilowatt-hour usage per month per residential unit shall be determined by dividing the total monthly kilowatt-hours purchased as determined by the City's master meter, by eighty-five percent (85%) of the total number of permanently constructed residential units.

The individual energy charge per residential unit shall thence be computed on the basis of the average kilowatt-hour usage per month per residential unit figured at the following rate:

Energy Charge:	\$0.0975 per kWh for the first 500 kWh, \$0.0886 per kWh for all kWh over 500, except \$0.0804 per kWh for all kWh over 500 used per month in the billing months of November through April.
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The total monthly bill shall thence be determined by multiplying the energy charge per residential unit computed under the above rate by eighty-five percent (85%) of the number of permanently constructed residential units, and thence adding the following service charge:

Service Charge: \$100.00 per month per master meter

- (d) Transmission Delivery Adjustment - The monthly charge under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (e) Submetering - Where electric service is submetered, the words "residential unit" in the above rate and minimum bill clauses shall be replaced with the word "submeter".

The customer operating the submetering system shall provide electric service to his tenants and render bills therefore in strict accordance with the electric submetering rules and regulations as established by the Public Utility Commission of Texas in Substantive Rule No. 25.142, a copy of which is on file in the office of the City Secretary and on the Internet at:

www.puc.state.us.tx/rules/subrules/electric/25.142/25.142.doc

All records and reports provided for in these rules and regulations, other than those specified below, shall be made available to the City upon request.

The customer shall not impose any additional charges on his tenants over and above those charges that are billed by the City. For verification purposes, the customer shall, within five days (5) after his tenant's bills are rendered each month, file a written report with the City showing a reconciliation of his billing to his tenants plus the billing for owner used energy with the charges that are billed by the City. This report shall provide as a minimum the following information:

A calculation of the average cost per kilowatt-hour for the current month.

A listing of all submeter readings and billings, including kilowatt-hour usage metered and total rate charge, for the current month.

(4) Electric Rate-Schedule SC (Small Commercial Customers)

- (a) Applicable to non-residential customers billed through a single meter whose monthly kilowatt demand does not exceed 15 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:

Service Charge:	\$9.00 per month, plus
Energy Charge:	\$0.1078 per kWh for the first 1000 kWh; \$0.0824 per kWh for all kWh over 1000.
- (d) Billing Demand - Demand meters may be installed on all such customers if (1) the installed load would indicate that demands over 15 kW would be experienced; or (2) if the monthly energy usage exceeds 5,250 kWh. A customer on this schedule whose metered demand exceeds 15 kW for any billing period shall be billed under Schedule LP-1 for the next twelve-month period beginning with the current month.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).

(5) Electric Rate-Schedule LP-1 (Medium Commercial Customers)

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is between 15 kW and 300 kW. Before service is furnished hereunder, an individual service agreement contract between the Customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:

Service Charge:	\$25.00 per month, plus
Demand Charge:	\$10.40 per kW of monthly-billing demand,
Energy Charge:	plus \$0.0559 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

- (i) \$181.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (iii) The minimum monthly charge specified in customer's service contract with the City plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 15 kW, Schedule SC shall apply beginning with the first month succeeding such twelve month period. Likewise, a customer on this schedule whose metered demand exceeds 300 kW for any billing period shall be billed under Schedule LP-2 for the next twelve-month period beginning with the current month.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 to the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates, and maintains all service facilities except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric Off Peak Rider

This rider is used in lieu of demand fees when the off-peak demand exceeds the on-peak demand.

- (i) This off-peak rider shall apply in computing the customer's monthly electric bill. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

$$\text{Off-peak Rider} = \frac{(X + Y)}{2}$$

Where:

X = the peak demand measured during the on-peak period

Y = the peak demand measured during the off-peak period

- (ii) However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 6:00 AM through 11:00 PM on Monday
through Friday

Off-Peak Period - 11:00 PM through 6:00 AM on Monday
through Friday and 11:00 PM on
Friday through 6:00 AM on Monday

(6) Electric Rate Schedule LP-2 (Large Commercial)

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is from 300 kW to 1500 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:

Service Charge:	\$75.00 per month, plus
Demand Charge:	\$10.40 per kW of monthly billing demand,
	plus
Energy Charge:	\$0.0549 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - (i) \$3,195.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (iii) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 300 kW, Schedule LP-1 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.

- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest of the following charges:
- (i) \$15,034.85 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (iii) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve-month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under the schedule continues for a period of twelve consecutive months without a metered demand in excess of 1500 kW, Schedule LP-2 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric On-Peak/Off-Peak Rider
- (i) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-3, whose monthly demand is 300 kW or greater, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:
 - (ii) Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

On-Peak Demand Charge:	\$6.95, plus
Off-Peak Demand Charge:	\$3.55

However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 5:00 PM through 8:00 PM, daily.

Off-Peak Period - 8:00 PM through 5:00 PM, daily.

(8) Electric Rate-Schedule SL (Security Lights)

(a) Applicable to all security lights installed and maintained by the City for customers at their request. The customer will be required to contract for security light service for a minimum period of three (3) years. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.

(b) Additional construction costs for installing security lights:
The standard security light monthly fee includes installation of the security light on existing city-owned utility poles. The total cost for any additional poles, cables or other equipment as calculated by the Electrical Division must be paid in full by the customer prior to the installation of the security light.

(c) Rates per month per light:

i)	100 Watt	\$10.20
ii)	200 Watt	\$15.15
iii)	400 Watt	\$31.35

September 13, 2007
Regular Agenda Item No. 8
Joint Subcommittee with CSISD

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion regarding the creation of a joint subcommittee with the College Station Independent School District.

Recommendation(s): N/A

Summary: The City Council requested this item at its August 23 meeting. The joint subcommittee would include representatives from the College Station City Council and members of the College Station Independent School District School Board.

At one time, a subcommittee similar to this existed and met on a quarterly basis. The subcommittee was made up of three City Council members and three members of the CSISD School Board.

Budget & Financial Summary: N/A

Attachments: N/A