



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

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

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**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, October 25, 2007 at 7:00 p.m.**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, absence requests  
Presentation: Sister City Russia delegation

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 thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

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 state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for 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 on minutes of October 11, 2007 workshop and regular meetings.
  - b. Presentation, possible action, and discussion regarding renewal of an annual price agreement with Nafeco Inc., in an amount not to exceed \$56,448.00 for fire protective clothing.
  - c. Presentation, possible action, and discussion regarding rejection of bid proposals received from Bid Number 07-115 for construction of a new Bath House at Adamson Lagoon.

- d. Presentation, possible action, and discussion regarding renewal of bid #07-03 to Knife River to provide Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$547,800.00 (\$49.80 per ton).
- e. Presentation, possible action and discussion on approving a renewal agreement with National Reimbursement Services to provide ambulance billing services in an amount not to exceed \$60,000.
- f. Presentation, possible action and discussion on an annual bid for heavy equipment rental with Mustang Rental Services of Bryan, TX as the primary vendor in the amount of \$95,000 and Equipment Support Services as the secondary vendor in the amount of \$30,000.
- g. Presentation, possible action, and discussion regarding Bid Number 07-119. Presentation, possible action, and discussion regarding a resolution awarding the bid and approving a construction contract (Contract Number 07-275) with JaCody, Inc., in the amount of \$619,496.00 for the construction of Phase II-A of the Veterans Park and Athletic Complex, the extension of Veterans Parkway.
- h. Presentation, possible action, and discussion regarding approval of a contract with Sungard HTE for the purchase of the Click2Gov Customer Information Systems (CX) module in an amount not to exceed \$36,090.00.
- i. Presentation, possible action and discussion regarding the approval of a resolution for the City of College Station to continue the Clinical Affiliation Agreement with the Texas Engineering Extension Service for emergency medical certification purposes.
- j. Presentation, possible action, and discussion on a contract with Land Design Partners to develop plans for adding landscaping, specifically trees where possible, along Texas Avenue within the TxDOT right-of-way. The amount of the contract is not to exceed \$69,100.
- k. Presentation, possible action, and discussion approving a Real Estate Contract with The Board of Trustees of the Texas Conference of the United Methodist Church to authorize the purchase of easements needed for the Church Avenue, Phase II Project.
- l. Presentation, possible action, and discussion for Oversize Participation (OP) for a streets improvement in the The Lofts, Wolf Pen Creek Subdivision being made per City Code of Ordinances, Chapter 9, Subdivision Regulations, Section 9, Responsibility for Payment for Installation Costs, 9-A Oversized Participation for a total requested City participation of \$22,013.88.
- m. Presentation, possible action, and discussion on a resolution awarding the professional services contract (Contract No. 07-269) with Bleyl & Associates in the amount not to exceed \$94,960 for engineering design services for the 2005 Bike Loop Project (ST-0530).
- n. Presentation, possible action, and discussion approving a Real Estate Contract with Freddie A. Wolters and wife, Mary M. Wolters that will authorize the purchase of land needed for the Wastewater Capital Improvement Project - Carters Creek Wastewater Treatment Plant.
- o. Presentation, discussion and possible action on a resolution stating that the City Council has reviewed and approved the City's Investment Policy and Investment Strategy.
- p. Presentation, possible action and discussion to authorize expenditures for the Brazos Animal Shelter in the amount of \$65,334.
- q. Presentation, discussion and possible action on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding

agreement between the City of College Station and the George Bush Presidential Library Foundation for FY08 in the amount of \$100,000.

- r. Presentation, possible action and discussion to approve a funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$211,255.
- s. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY08 in the amount of \$60,240.
- t. Presentation, possible action, and discussion regarding adoption of a resolution authorizing the award of contract 07-278 to Bryan Construction Company in the amount of \$483,000 for the installation of a new Ultra Violet Disinfection System at the Carters Creek Wastewater Treatment Plant.

### 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 at 2 1/2 minutes to signal thirty seconds remaining for 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 at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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

1. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 12.55 acres located at 3501 Longmire Drive from C-2 Commercial-Industrial to C-1 General Commercial.
2. Public hearing, presentation, possible action, and discussion on the ordinance rezoning 1.583 acres located at 701 Luther Street West from R-1, Single-Family Residential to R-4, Multi-Family.
3. Public hearing, presentation, possible action and discussion of an ordinance amending the Subdivision Regulations making developers responsible for the cost of construction testing in.
4. Public Hearing, presentation, discussion, and possible action on consideration of an ordinance amending Chapter 9, "Subdivision Regulations" Section 9, "Responsibility for Payment for Installation Costs", Subsection 9-H, "Street Signs", of the Code of Ordinances of the City of College Station, Texas. Currently the City installs street signs at no cost to the subdivider. This amendment will transfer the responsibility of street name signs and associated poles and hardware to the subdivider at no cost to the City.
5. Presentation, possible action and discussion regarding the approval of a resolution for a contract for consulting services (Contract #08-041) with Kendig Keast Collaborative for the preparation of Phase II of a new Comprehensive Plan, in the amount of \$322,590.

6. Public hearing, presentation, possible action, and discussion on an Ordinance amending Chapter 10 of the Traffic Code in the Code of Ordinances by adding a new Section 11; 2) Presentation, discussion and possible action on accepting the Red Light Camera Committee report; approving a contract with American Traffic Solutions, LLC and authorizing expenditures not to exceed \$300,000 annually; and approving the TxDOT Amendment to the Municipal Maintenance Agreement.
7. Presentation, possible action, and discussion on approval of expenditures for administrative fees for employee medical and dental insurance with Blue Cross/Blue Shield of Texas, employee prescription drug plan with Caremark (formerly Pharmacare), employee assistance program with Deer Oaks, voluntary vision plan with Spectera, and the approval of expenditures for projected claims for a total amount of \$5,336,494 for 2008.
8. Presentation, possible action, and discussion on approval of expenditures for employee life, accidental death & dismemberment (AD&D), voluntary life and AD&D, and dependent life insurance in the amount of \$98,276 to Minnesota Life Insurance Company for 2008.
9. Presentation, possible action, and discussion on approval of expenditures for long term disability insurance (LTD) with the Standard Insurance Company in the amount of \$60,855 for 2008.
10. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for October 25, 2007.
11. Final action on executive session, if necessary.
12. Adjourn.

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

APPROVED:

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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, October 25, 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 22nd day of October, 2007 at 2:30 p.m.



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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on October 22, 2007 at 2:30 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public – Brazos County, Texas My commission expires: \_\_\_\_\_

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.



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**Draft Minutes  
City Council Workshop Meeting  
Thursday October 11, 2007 at 3:00 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, Ruesink

**COUNCIL MEMBERS ABSENT:** Council members McIlhaney, Scotti

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

Mayor Pro Tem Gay called the meeting to order at 3:00 p.m.

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

Council member Crompton removed consent agenda items 3k and 3m.

City Manager Glenn Brown and Assistant Director of Public Works and Director of BVSWMA Pete Caler clarified and answered questions on the consent agenda items.

- 3k – Presentation, possible action and discussion on a funding agreement between Brazos Valley solid Waste Management (BVSWMA) and the United Way of the Brazos Valley in the amount of \$50,000.
- 3m – Presentation, possible action, and discussion regarding approval of an annual renewal of contract #05-251 in an amount not to exceed \$179,474 with Clean Harbors to provide Household Hazardous Waste collection services.

**Workshop Agenda Item No. 2 -- Presentation, possible action and discussion on a timetable for implementing a new capital improvements program.**

Director of Public Works Mark Smith illustrated factors pertaining to a timetable for implementing a new capital improvements program. Mr. Smith described the financial impact and recommended the adoption of the proposed timetable and asked Council to direct staff to proceed with the action plan for developing a new capital improvements program.

After a brief discussion, the consensus of the City Council was to proceed with the projected timetable, action plan for developing a new capital improvements program and hold a bond election on Tuesday, November, 2008.

**Workshop Agenda Item No. 3 -- Presentation, possible action and discussion regarding a report of the results of Citizens Congress II-Neighbor to Neighbor, held on September 22, 2007.**

Community Relations Manager Peggy Calliham presented a summary of the results of Citizens Congress II held on September 22, 2007. Ms. Calliham demonstrated the neighborhood solutions, communications, connectedness, and the evaluation of the Citizens Congress II.

No formal action was taken.

**Workshop Agenda Item No. 4 -- Presentation, possible action and discussion regarding recent changes and guidance related to the Public Safety Interoperability Communications grant program.**

Director of IT Ben Roper presented a summary of the recent modifications in the grant strategy that recommends partnering with the Harris County Regional Radio system. Mr. Roper discussed the goals, funding, conceptual proposal statistics, timeline, risks and continuing tasks related to the grant application.

The Council members directed staff to move forward with the grant and pursue a leadership role.

**Workshop Agenda Item No. 5 -- Presentation, possible action and discussion regarding a report from the fraternal city in Spain.**

This item was removed by staff and will schedule on a future agenda.

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

- |    |         |   |
|----|---------|---|
| a. | Oct. 15 | IGC Meeting, BVCOG office, noon   |
| b. | Oct. 18 | 100 <sup>th</sup> yr. celebration Bryan Coca-Cola, Hilton, 11:30 am               |
| c. |         | Oct. 20 Kids Klub 20 <sup>th</sup> Anniversary Party, Wolf Pen Creek Amphitheater |
| d. | Oct. 25 | Council Workshop and Regular Meetings, 3:00 and 7:00pm                            |
| e. | Oct. 26 | TMPA Park site tour, 11:00 am   |

- f. Nov. 3 Employee Awards Banquet, Hilton 6:00 pm
- g. Nov. 5 Council Workshop and Regular Meetings, 1:00 pm

Council reviewed their upcoming events.

**Workshop Agenda Item No. 7 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.**

Council member Crompton requested a regular agenda item regarding the Council travel policy and the amounts of money that is allocated in the travel budget. Mayor Pro Tem Gay seconded the motion, which carried unanimously, 5-0.

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

Council member Crompton requested a regular agenda item pertaining to a policy for sponsorship of tables at numerous events. Mayor Pro Tem Gay seconded the motion, which carried unanimously, 5-0.

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

Council member Crompton requested a workshop agenda item regarding the feasibility of a tree preservation ordinance. Council member Massey seconded the motion, which carried unanimously, 5-0.

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

**Workshop Agenda Item No. 8 -- Discussion, review and possible action regarding the following meetings: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee,**

**Wolf Pen Creek TIF Board, Zoning Board of Adjustments**

Council member Ruesink presented a brief report regarding the Sister Cities program.

**Workshop Agenda Item No. 9 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.**

At 4:34 p.m., Mayor White announced in open session that the City Council would convene into executive session pursuant to Section 551.071, and 551.072 of the Open Meeting Act, to seek the advice of our city attorney, and to consider the purchase of real property.

Consultation with Attorney {Gov't Code Section 551.071}; The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

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

Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District*.

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

Sewer CCN request.

Legal aspects of Water Well and possible purchase of or lease of another water site.

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station*.

Cause No. 06-002318-CV-272, 272<sup>nd</sup> Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive*.

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

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

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

Water CCN request

Evaluation of City's legal options in regard to city funds provided to the Arts Council.

Real Estate {Gov't Code Section 551.072}; The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Land Acquisition regarding southwest portion of Northgate
- b. Land Acquisition for Greenways project

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

No action was taken.

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

Hearing no objections, the meeting adjourned at 5:40 p.m. on October 11, 2007.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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



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

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**Draft Minutes**  
**City Council Regular Meeting**  
**Thursday October 11, 2007 at 7:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

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

**COUNCIL MEMBERS ABSENT:** McIlhaney, Scotti

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

**Regular Agenda Item No. 1 – Pledge of Allegiance, Invocation, consider absence request.**

Mayor White opened the meeting at 7:00 p.m. He led the audience in the pledge of allegiance. Director of IT Ben Roper provided the invocation. Mayor Pro Tem Gay moved to approve the absence request from Council members McIlhaney and Scotti. Council member Massey seconded the motion, which carried unanimously, 5-0.

Assistant City Manager Kathy Merrill introduced Mike Mullen, Teen Court Coordinator and presented a brief summary of the Youth Advisory Council. Mike Mullen introduced seven members of its newly implemented College Station Youth Advisory Council. The members who are all students at A&M Consolidated High School were selected by school administrators.

City Manager Glenn Brown introduced Wayne Lawson, the new Public Communications Director for the City of College Station.

The College Station City Council members and College Station Historic Preservation Committee Chairman Hillary Jessup and member Marguerite Anthony presented Historic Home Marker #78 to residents Don and Carol Lewis for their home located at 1205

Winding Road. The Lewis' applied for the marker prior to selling the home to longtime local residents, Quinn and Kim Williams, the new owners.

### **Hear Visitors**

Brett Blankner, 4412 Pickering Place, urged the City Council to update the Bike Plan to enhance the interconnectivity. He requested a cyclist serve on the Transportation Committee to alert staff of cyclist concerns before development occurs and enhanced improvements.

Jonathan Coppersmith, 1811 Sherwood Drive stressed the need to enhance the current biking plan for the current and future generations. Mr. Coopersmith requested a cyclist to become a member of the Transportation Committee to help modify and extend the Bicycle Master Plan into the ETJ.

Mayor White read a letter Sherry Ellison, thanking City staff for the meeting with Windwood residents regarding their concerns.

### **Consent Agenda**

Mayor Pro Tem Gay moved to approve 3a-3n. Council Ruesink seconded the motion. Council member Crompton amended the motion to remove 3k for a separate vote. Mayor Pro Tem Gay seconded the motion, which carried unanimously, 5-0.

Mayor Pro Tem Gay moved to approve 3a – 3j and 3 l – 3n. Council member Massey seconded the motion, which carried unanimously, 5-0.

- a. Approved by common consent minutes for Thursday, September 27, 2007.
- b. Approved by common consent **Resolution No. 10-11-2007-3b** approving the FY 2008 budget of the Brazos County Emergency Communications District.

A RESOLUTION APPROVING THE BUDGET OF THE BRAZOS COUNTY EMERGENCY COMMUNICATIONS DISTRICT AND PROVIDING AN EFFECTIVE DATE.

- c. Approved by common consent a grant application to the Criminal Justice Division of the Office of the Governor for a special investigations unit in Brazos County, including approval of a Cooperative Working Agreement.
- d. Approved by common consent the rejection of bid 07-92 and approval of Resolution No. 10-11-2007-3d awarding contract 07-219 for the Lift Station Rehabilitation Project to Elliott Construction, Ltd., in the amount of \$236,374.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR

THE LIFT STATION REEHABILITATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

- e. Approved by common consent **Resolution No. 10-11-2007-3e** granting an exception to Policy to allow V&M Rentals to construct sewer infrastructure necessary to connect the Aggie Acres development to the City sewer system.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY'S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO AGGIE ACRES, LOCATED OFF WALNUT ROAD, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

- f. Approved by common consent **Resolution No. 10-11-2007-3f** authorizing staff to obtain sanitary control easements for Water Wells #1 and #2.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, RIGHT-OF-WAY AND EASEMENT INTEREST IN CERTAIN PROPERTY FOR THE SANITARY CONTROL EASEMENTS FOR WELLS #1 AND #2 PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

- g. Approved by common consent **Resolution No. 10-11-2007-3g** for the acquisition of additional easement pursuant to the construction and operation of Well 7 and attendant collection line.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 6-14-2007-3a.

- h. Approved by common consent Resolution No. 10-11-2007-3h suspending the proposal by Atmos Energy Corporation to implement a rate increase.

A RESOLUTION OF THE CITY OF COLLEGE STATION SUSPENDING THE OCTOBER 25, 2007, EFFECTIVE DATE OF ATMOS ENERGY CORP., MID-TEX DIVISION REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH ATMOS CITIES STEERING COMMITTEE AND OTHER CITIES IN THE ATMOS ENERGY CORP., MID-TEX DIVISION SERVICE AREA TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING

REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

- i. Approved by common consent **Resolution No. 10-11-2007-3i** that will amend Resolution Determining Need No. 11-20-2006-13.06. The Resolutions relate to the acquisition of easements for the College Main Sidewalk Project.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 11-20-2006-13.06

- j. Approved by common consent a construction contract between BCS Development Co. and Brazos Valley Services for the construction of an 18-inch and 15-inch gravity sewer trunkline in the amount of \$429,704.52.
- k. Presentation, possible action and discussion on a funding agreement between Brazos Valley Solid Waste Management (BVSWMA) and the United Way of the Brazos Valley in the amount of \$50,000. Crompton moved to be referred to the citizens committee. Council member Crompton moved to refer this item to the Citizens Committee who is reasonable for making recommendation to the City Council. Council member Massey seconded the motion, which carried 5-0.

FOR: White, Gay, Crompton, Massey, Ruesink

AGAINST: None

ABSENT: McIlhaney, Scotti

- l. Approved by common consent a contract with ESO Solutions for the purchase of an electronic Patient Care Reporting System for the Fire Department, in an amount not to exceed \$25,918.00, for an interface from the City's Computer Aided Dispatch application (Enroute CAD) with Enroute Public Safety, Inc. in an amount not to exceed \$20,000.00, and for additional hardware and software purchases through the City's standard purchasing policies in an amount not to exceed \$74,082.00, for a total project total of \$120,000.00.
- m. Approved by common consent an annual renewal of contract #05-251 in an amount not to exceed \$179,474 with Clean Harbors to provide Household Hazardous Waste collection services.
- n. Approved by common consent the reimbursement of \$320,182.81 to Gameday Centers Southeastern, L.L.C. for five (5) lots located in Northgate originally sold as part of an Economic Development Agreement.

**Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on an ordinance granting a Conditional Use Permit for a night club located at 913 Harvey Road, Suites A & B in the Woodstone Center Courtyard.**

Staff Planner Crissy Hartl presented a brief overview of a proposed ordinance granting a Conditional Use Permit for a night club located at 913 Harvey Road, Suites A & B in the Woodstone Center Courtyard. The Planning and Zoning Commission and staff recommended approval of the proposed ordinance.

Mayor White opened the public hearing.

Gary Seabeck, Applicant, 9215 Timber Knoll Drive, College Station spoke in favor of the proposed Conditional Use Permit and offered to answer questions of the City Council.

Mayor White closed the public hearing.

Mayor Pro Tem Gay moved approve **Ordinance N. 3010** granting a Conditional User Permit for a night club located at 913 Harvey Road, Suites A&B in the Woodstone Center Courtyard. Council member Massey seconded the motion, which carried unanimously, 5-0.

FOR: White, Gay, Crompton, Massey, Ruesink

AGAINST: None

ABSENT: McIlhaney, Scotti

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 3.13, "DEVELOPMENT REVIEW PROCEDURES," CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE REZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY, AND PROVIDING AN EFFECTIVE DATE.

**Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning 43.94 acres from A-O, Agricultural Open to R-1, Single Family Residential located at 9007 Sandstone Drive in the general vicinity of the termination of Emerald Parkway.**

Staff Planner Lindsey Boyer presented a staff report on the proposed ordinance to rezone 43.94 acres from A-O Agricultural Open to R-1, Single Family Residential located at 9007 Sandstone Drive in the vicinity of the termination of Emerald Parkway. The Planning and Zoning Commission and staff recommended approval of the rezoning for the portions of the property located outside the 100-year floodplain.

Director of Water/Wastewater Services David Coleman discussed sewer issues and solutions that Mr. & Mrs. Wisneski had brought forth to staff.

Mayor White opened the public hearing.

The following citizens addressed the City Council regarding the proposed rezoning.

Paul Leventis, 2008 Oakwood Trail

Larry Wisneski. 2208 Bent Oak

Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to approve **Ordinance No. 3011** rezoning 43.94 acres from A-O, Agricultural Open to R-1, Single Family Residential located at 9007 sandstone Drive in the general vicinity of the termination of Emerald Parkway. Council member Massey seconded the motion, which carried unanimously, 5-0.

FOR: White, Gay, Crompton, Massey, Ruesink

AGAINST: None

ABSENT: McIlhaney, Scotti

**Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion on a Rezoning for 3370 Greens Prairie Road West (Preserve at Stone Creek) consisting of approximately 188 acres from A-O, Agricultural Open to R-1, Single Family located at 3370 Greens Prairie Road West in the general area northeast of the intersection of Greens Prairie Road West and Sweetwater Drive between Castlegate Subdivision and Sweetwater Forest Subdivision.**

Staff Planner Lindsey Boyer described the proposed ordinance to rezone 188 acres from A-O, Agricultural Open to R-1 Single Family located at 3370 Greens Prairie Road West, northeast of the intersection of Greens Prairie Road West and Sweetwater Drive between Castlegate Subdivision and Sweetwater Forest Subdivision. The Planning and Zoning Commission recommended denial; however staff recommended approval with the condition that no residential lots be platted within 130 feet of the compressor station.

Mayor White opened the public hearing. The following citizens addressed the city council regarding the proposed rezoning.

Joshua Benn, 4420 Edinburg  
Glenn Rierson, 16085 Calumet Trail

Mayor White closed the public hearing.

Mayor Pr Tem Gay moved to approve **Ordinance No. 3012** rezoning for 3370 Greens Prairie Road West (Preserve at Stone Creek) consisting of approximately 188 acres from A-O, Agricultural Open to R-1, Single Family located at 3370 Greens Prairie Road West in the general area northeast of the intersection of Greens Prairie Road West and Sweetwater Drive between Castlegate Subdivision and Sweetwater Forest Subdivision. Council member Massey seconded the motion, which carried unanimously, 5-0.

FOR: White, Gay, Crompton, Massey, Ruesink

AGAINST: None

ABSENT: McIlhaney, Scotti

**Regular Agenda Item No. 4 -- Presentation, possible action, and discussion regarding a resolution approving a construction contract with JaCody, Inc in the for the amount of \$2,247,634.00 for the Police Station Renovations Project.**

Graduate Civil Engineer Donald Harman presented a brief summary of a resolution approving a construction contract with JaCody, Inc., in the amount of \$2,247,634.00 for the Police Station Renovations Project.

Council member Massey moved to approve **Resolution No. 10-11-2007-04** approving a construction contract with JaCody, Inc., in the amount of \$2,247,634.00 for the Police Station Renovations Project. Council member Ruesink seconded the motion, which carried unanimously, 5-0.

FOR: White, Gay, Crompton, Masse, Ruesink

AGAINST: None

ABSENT: McIlhaney, Scotti

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF THE POLICE STATION RENOVATIONS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

**Regular Agenda Item No. 5 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for October 11, 2007.**

Council concluded the executive session prior to the regular meeting.

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

No action was taken.

**Regular agenda Item No. 7 -- Adjourn.**

Hearing no objections, the meeting adjourned at 9:03 p.m. on Thursday, October 11, 2007.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**October 25, 2007**  
**Consent Agenda Item 2b**  
**Annual price agreement for the purchase of protective clothing.**

**To:** Glenn Brown, City Manager

**From:** R. B Alley III, Fire Chief

**Agenda Caption:** Presentation, possible action, and discussion regarding renewal of an annual price agreement with Nafeco Inc., in an amount not to exceed \$56,448.00 for fire protective clothing.

**Recommendation(s):** Staff recommends approval of this contract.

**Summary:** Nafeco Inc. was the successful bidder for the FY2006 annual contract, Bid #06-126. Fire protective clothing includes bunker gear pants, coats, suspenders and a new NFPA requirement for 2007 drag devices in bunker coats. The FY2007 renewal is the first of two optional annual renewals of the FY2006 contract. (P.O. 061122) This renewal includes an increase of 5% over the previous contract amount. If this contract were re-bid the contract amount would need to be increased substantially more to compensate for the increase in market prices.

**Budget & Financial Summary:** Funds are budgeted in 001-4251-562-2550 and 001-4253-562-2550 for this expenditure. Funds are budgeted to provide each new hire with protective clothing and to provide for annual replacement protective clothing as outlined by the NFPA.

**Attachments:**

1. Renewal Letter
2. Bid tabulation #06-126
3. Resolution

\*\*\*\*\*

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew bid #06-126, for Fire department protective clothing in accordance with all terms and conditions previously agreed to and accepted including a proposed 5 % increase due to increased material and delivery costs.

I understand this renewal term will be for a one year period beginning August 28, 2007 through August 27, 2008 and with the 5 % increase, the new total amount of the contract is \$56,448.00 (Fifty Six Thousand Four Hundred Forty Eight and No/Dollars).

**NAFECO**

*Ben Oak*  
AUTHORIZED REPRESENTATIVE

8/28/07  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

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

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

*M. Powell*  
City Attorney

9-12-07  
DATE

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

STATE OF AL  
COUNTY OF Morgan

CORPORATE ACKNOWLEDGMENT



This instrument was acknowledged on the 28 day of August, 2007,  
by Brian Oaks in ~~his~~ her capacity as Sec Treasurer of  
North America Fire Equip. Co.a Corporation, on behalf of said corporation.

Angela Patricia Anderson  
Notary Public in and for the  
State of AL

STATE OF TEXAS  
COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2007,  
by Ben White, in his 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

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**BUNKER GEAR AND ACCESSORIES  
 BID TABULATION #06-126  
 FIRE**

Item	Est.	Unit	Description	NAFECO		Ferrara		Dooley Tackaberry	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	40	ea.	Protective coats (standard size)	\$ 780.00	\$ 31,200.00	\$ 773.00	\$ 30,920.00	\$ 1,022.00	\$ 40,880.00
2	40	ea.	Protective trousers (standard size)	\$ 564.00	\$ 22,560.00	\$ 559.00	\$ 22,360.00	\$ 620.00	\$ 24,800.00
3	1	ea.	Upcharge for oversize gear	Included		See Below*	\$ 554.90	Included	
4	400	ea.	Lettering	Included		Included		Included	
5	40	ea.	Sewing charge per coat for lettering	Included		Included		Included	
<b>Total</b>					<b>\$ 53,760.00</b>		<b>\$ 53,834.90</b>		<b>\$ 65,680.00</b>

Delivery  
 Contact Person  
 Telephone Number  
 Brand/Style No.  
 Exceptions

NAFECO	Ferrara	Dooley
45-65 Days	90 Days	30-45 Days
Kirby Wilson Jr.	Ryan Manual	Jason Karr
713-398-7295	800-443-9006	713-427-3913
Lion Body Guard Liberty	Fire Dex Assault Gear	Gemin Matrix
No	Yes	Yes

Staff Award Recommendation

**Ferrara - Upcharges for Oversizes**

Coats - 3XL 56-58" Chest add 30% to price of coat  
 Coats - 4XL 60-62" Chest add 50% to price of coat  
 Sleeve Lengths other than standard add \$12.00  
 Pants - 4XL 54-56" Waist add 30% to price of pants  
 Pants - 5XL 58-60" Waist add 50% to price of pants  
 Charges for inseams 33" and up, add 10% to price of pants.

**Ferrara - Upcharges Costs for Oversizes**

Employee	Uniform	Cost
Varner	sleeve length shorten	\$12.00
Copeland	sleeve length shorten	\$12.00
Simmons	lengthen pants	\$55.00
Thraen	lengthen pants	\$55.00
Thraen	sleeve length longer	\$12.00
Warren	lengthen pants	\$55.00
Warren	sleeve length longer	\$12.00
Warren	3xl coat add 30%	\$231.90
Phillips	lengthen pants	\$55.00
Spain	lengthen pants	\$55.00
		\$554.90

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE RENEWAL OF THE ANNUAL PRICE AGREEMENT FOR THE PURCHASE OF PROTECTIVE CLOTHING FROM NAFECO, INC.

WHEREAS, the City Council of the City of College Station, Texas, is obligated to protect the health, safety and welfare of the population and our emergency response personnel; and

WHEREAS, Nafeco, Inc., is authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, the City of College Station City Council approved the FY 2006 annual contract, Bid #06-126, for the purchase of fire protective clothing; and

WHEREAS, the FY 2007 renewal is the first of two optional annual renewals of the FY 2006 contract; 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 renewal of the annual price agreement for the purchase of protective clothing from Nafeco, Inc., in an amount not to exceed \$56,448.00.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population and our emergency response personnel by entering into said Agreement.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

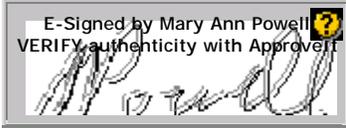
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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City Attorney

**October 25, 2007**  
**Consent Agenda Item 2c**  
**Adamson Bath House Replacement Rejection of Bids**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding rejection of bid proposals received from Bid Number 07-115 for construction of a new Bath House at Adamson Lagoon.

**Recommendation(s):** Staff recommends rejection of bids for the Adamson Bath House Construction Project. Staff and the architect will review and reconfigure the project and re-bid.

**Summary:** This project was for the demolition of the existing bath house and the construction of a new bath house at Adamson Lagoon located in Bee Creek Park. On September 5, 2007, two bids were received in response to bid Number 07-115. The low bid is well above available funding. The project design was completed by Arkitex Studio of Bryan, Texas. Project design began in early 2007. Staff and the architect reviewed the budget on a number of occasions and compared potential costs with other projects that were under construction. Estimates of \$150 to \$160 per square foot were used based upon discussions with contractors and review of other projects. The low bid was approximately \$196 per square foot.

Following the bid opening, the architect reviewed the bids with both contractors that submitted bids. Both firms indicated that they had been somewhat surprised at the final cost and indicated that they initially thought the budget estimate provided with the bid documents was adequate. Review of the individual components of the bids did not indicate any specific areas of unexpected costs but rather an overall escalation of construction costs over all trades.

Staff intends to closely review and reconfigure the project. A re-bid of the project would occur during the summer of 2008, because the time needed for a re-bid will not allow construction to be completed before the pool reopens in the spring of 2008. The summary of the two bids received is attached.

**Budget & Financial Summary:** Funds are budgeted and available for this project in the Parks Capital Projects Fund in the amount of \$990,000. Design fees for the project were \$90,000.

**Attachments:**

- 1) Bid Tabulation Number 07-115

**City of College Station  
Bid Tabulation**

**BID TAB FOR: Adamson Pool Bath House Replacement  
DEPARTMENT: Parks and Recreation  
BID: 07-115**

09/05/07

			<b>JaCody College Station, TX</b>	<b>Dudley Construction College Station, TX</b>
<b>Qty</b>	<b>Unit Meas.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Unit Price</b>
<b>Adamson Pool Bath House Replacement</b>				
1	Lot	Base Bid - Pool Bathouse Replacement	\$1,059,650.00	\$1,207,000.00
<b>Alternates</b>				
1	Lot	Alt #1 - Concession Grille and Exhaust Fan	\$13,650.00	\$8,000.00
1	Lot	Alt #2 - Interior Cabinets and Horizontal Blinds	\$45,166.00	\$36,000.00
1	Lot	Alt #3 - Rolling Shutters	\$18,295.00	\$18,000.00
1	Lot	Alt #4 - Tile	\$29,713.00	\$25,000.00
<b>Unit Prices</b>				
	Lin. Ft	#1 - Drilled Piers	\$3.00	\$6.55
	Sq. Yd	#2 - Lime Stabalized Subgrade	\$12.00	\$3.50
	Sq. Yd	#3 - Cement Stabalized Subgrade	\$12.00	\$3.00
	Cu. Yd	#4 - Select Fill	\$14.50	\$10.00
	Cu. Yd	#5 - Excavation and Removal	\$4.50	\$8.00
	Lin. Ft	#6 - 1 1/2" Gas Line	\$11.00	\$10.00

Total Number of Calendar Days to Completion	195	195
Number of Addenda Acknowledged	1	1
Bid Bond	Y	Y
Bid Certification Page	Y	Y

**October 25, 2007  
Consent Agenda Item 2d  
Hot Mix Asphalt Annual Price Agreement**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion regarding renewal of bid #07-03 to Knife River to provide Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$547,800.00 (\$49.80 per ton).

**Recommendation(s):** Staff recommends approval of the purchase agreement renewal with Knife River.

**Summary:** Knife River (Young Contractors) was the successful bidder for the FY2006 annual price agreement. This renewal is at the same rate and is the first of two optional annual renewals. The Purchase Agreement supports maintenance operations in the Street Maintenance Division.

The bid was a cooperative effort with the City of Bryan.

**Budget & Financial Summary:** Funding is available in the operating budget of the Street Maintenance Division.

**Attachments:** Renewal Letter

\*\*\*\*\*  
\*\*\*\*\*

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid No. 07-03, for type D hot mix – picked up by City crews in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning November 1, 2007 through October 31, 2008.

**KNIFE RIVER**

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

10/5/07  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

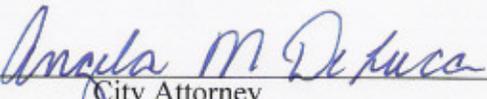
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

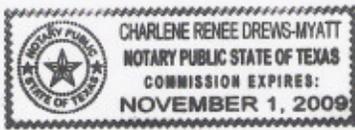
\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGEMENT

COUNTY OF McLennan

This instrument was acknowledged on the 5<sup>th</sup> day of October, 2008,  
by Keith Pierson in his/her capacity as Estimating Manager of  
Knife River Corp, a Texas corporation, on behalf of said corporation.



Charlene Renee Drews-Myatt  
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

\*\*\*\*\*  
\*\*\*\*\*

**October 25, 2007**  
**Consent Agenda Item 2e**  
**Renewal Agreement with National Reimbursement Services for**  
**Ambulance Billing Services**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion on approving a renewal agreement with National Reimbursement Services to provide ambulance billing services in an amount not to exceed \$60,000.

**Recommendation(s):** Staff recommends the approval of the renewal agreement with National Reimbursement Services.

**Summary:** This renewal agreement provides ambulance billing services for the City's EMS operation. The original contract with National Reimbursement Services was approved on February 8, 2007.

**Budget & Financial Summary:** Funds are available in the City's general fund budget of the accounting division.

**Attachments:**

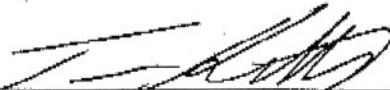
Renewal Agreement

.....  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew contract number 07-096 for Ambulance Billing Services in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning October 28, 2007 through October 27, 2008

**NATIONAL REIMBURSEMENT SERVICES**

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Oct 12, 2007  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

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

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 12<sup>th</sup> day of October, 2007,  
by Travis Kelton in his/her capacity as Vice President of  
National Reimbursement, a TEXAS Corporation, on behalf of said corporation.

Leslie Gressett  
Notary Public in and for the  
State of Texas



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

by Tom Brown, in his 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

\*\*\*\*\*

**October 25, 2007  
Consent Agenda Item 2f  
Rental of Heavy Machinery**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Bid No. 07-112 Presentation, possible action and discussion on an annual bid for heavy equipment rental with Mustang Rental Services of Bryan, TX as the primary vendor in the amount of \$95,000 and Equipment Support Services as the secondary vendor in the amount of \$30,000.

**Recommendation(s):** Staff recommends that Council approve an agreement with Mustang Rental Services for annual rental of heavy equipment for an amount not to exceed \$95,000 and Equipment Rental Support Services for an amount not to exceed \$30,000.

**Summary:** The City of College Station and the City of Bryan combined their annual requirements for heavy machinery rental and jointly solicited formal bids. As a result of this joint effort, three bids were received. Staff at the City of College Station and the City of Bryan independently reviewed the bids and both Cities are recommending award to Mustang Rental Services as the primary vendor and Equipment Support Services as the secondary vendor. Award of this contract will meet the needs of various city departments requiring the rental of heavy and/or specialized equipment.

Sealed competitive bids were solicited from 8 bidders. Three (3) bids were received and opened on September 12, 2007. Evaluations were based on the daily rate; however, prices were requested for weekly and monthly rates. Bid tabulation is attached.

**Budget & Financial Summary:** Funds are budgeted and available in General Fund, Public Works and Parks Operations; BSWMA Fund, Landfill Operations; Public Utilities Fund, Electric/Water/WasteWater Operations.

**Attachments:** Bid Tabulation

**Annual Bid for Heavy Machinery Rental  
Bid Tabulation #07-112**

Item No.	Description	Mustang Rental Services Betty Wallace 979-775-7368			Equipment Support Services Andy Garner 979-219-6402			Neff Rental Inc. Robert Vealey 813-2675095		
		Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily
<b>Loaders</b>										
1	Backhoe/Loader & accessories; 74 HP	\$1,200.00	\$535.00	\$190.00	\$1,250.00	\$535.00	\$200.00	\$1,325.00	\$569.50	\$220.00
2	Backhoe/Loader & accessories; 100 HP	NB	NB	NB	\$2,700.00	\$1,080.00	\$435.00	NB	NB	NB
3	Backhoe/Loader & accessories; 74 HP (4x4)	\$1,300.00	\$650.00	\$220.00	\$1,250.00	\$535.00	\$200.00	\$1,550.00	\$599.25	\$235.00
4	Backhoe/Loader & accessories; 100 HP (4x4)	NB	NB	NB	\$2,700.00	\$1,080.00	\$435.00	NB	NB	NB
5	Backhoe/Loader & accessories; 74 HP w/1000# Hammer	\$5,000.00	\$1,580.00	\$565.00	\$4,800.00	\$1,750.00	\$600.00	\$2,350.00	\$790.50	\$310.00
6	Backhoe/Loader and accessories; 100 HP w/1000# Hammer	NB	NB	NB	NB	NB	NB	NB	NB	NB
7	Backhoe/Loader and accessories; 74 HP w/Extendahoe	\$1,738.00	\$680.00	\$264.00	\$1,840.00	\$614.00	\$261.00	\$1,725.00	\$658.75	\$260.00
8	Backhoe/Loader and accessories; 100 HP w/Extendahoe	NB	NB	NB	NB	NB	NB	NB	NB	NB
9	Backhoe/Loader and accessories 74 HP w/Extendahoe, 18' 2" digging depth	\$1,565.00	\$610.00	\$205.00	\$1,840.00	\$614.00	\$261.00	NB	NB	NB
10	Backhoe 74 HP - w/IT tool carrier w/dr. Bucket and forks	\$1,675.00	\$575.00	\$195.00	\$1,350.00	\$600.00	\$250.00	\$1,900.00	\$743.75	\$295.00
11	Skid Steer Loader - 57 HP - 5700 lbs.	\$1,360.00	\$510.00	\$170.00	\$1,200.00	\$425.00	\$175.00	\$1,150.00	\$459.00	\$175.00
12	Track Skid Steer Loader - 57 HP - 6618 lbs.	\$2,500.00	\$855.00	\$285.00	\$1,650.00	\$600.00	\$250.00	\$2,150.00	\$701.25	\$275.00
<b>Loader Box Blade Tractors</b>										
13	Tractor w/1 yd. loader bucket & box blade	\$1,360.00	\$480.00	\$155.00	\$1,250.00	\$535.00	\$200.00	NB	NB	NB
14	Tractor (4x4) w/1yd. Loader bucket & hyd box blade	\$1,550.00	\$550.00	\$175.00	\$1,250.00	\$535.00	\$200.00	NB	NB	NB
<b>Wheel &amp; Track Mini Skid Loaders</b>										
15	Wheel skid steer - 57 HP - Wt. 5700 lbs	\$1,360.00	\$510.00	\$170.00	\$1,200.00	\$425.00	\$175.00	\$1,400.00	\$544.00	\$215.00
16	Mini track loader - 57 HP - wt. 6618	\$2,500.00	\$855.00	\$285.00	\$1,650.00	\$600.00	\$250.00	\$2,400.00	\$786.25	\$315.00
<b>Skid Steer Attachments</b>										
17	Cold planner	\$2,100.00	\$700.00	\$235.00	\$2,435.00	\$975.00	\$390.00	NB	NB	NB
18	Hydraulic auger	\$450.00	\$150.00	\$50.00	\$428.00	\$142.00	\$57.00	\$560.00	\$225.25	\$90.00
19	Hydraulic hammer	\$845.00	\$285.00	\$95.00	\$1,350.00	\$475.00	\$185.00	\$975.00	\$459.00	\$180.00
20	72" Angle Blade	\$650.00	\$230.00	\$75.00	NB	NB	NB	NB	NB	NB
21	Grapple Bucket	\$610.00	\$210.00	\$70.00	\$428.00	\$142.00	\$57.00	\$560.00	\$225.25	\$90.00
22	Grapple Forks	\$610.00	\$210.00	\$70.00	NB	NB	NB	NB	NB	NB
<b>Mini Excavators</b>										
23	Cat 301.5 (or equal) 6' 10" depth -11'10" Reach	\$1,495.00	\$495.00	\$165.00	\$1,340.00	\$540.00	\$220.00	NB	NB	NB
24	Cat 303.5 (or equal) 9' 11" depth - 16' 10" Reach	\$1,800.00	\$600.00	\$200.00	\$1,890.00	\$630.00	\$252.00	\$1,475.00	\$497.25	\$195.00
25	Cat 302.5 (or equal) 9' 7" depth - 15' 9" Reach	\$1,685.00	\$560.00	\$185.00	\$1,755.00	\$585.00	\$234.00	\$1,375.00	\$446.25	\$175.00
<b>Excavators</b>										
26	17,730 lbs - 22' 3" Reach 15' 5" Depth	\$2,660.00	\$890.00	\$295.00	\$3,350.00	\$1,125.00	\$450.00	\$3,375.00	\$956.25	\$375.00
27	28,970 lbs - 28' 3" Reach - 19' 10" Depth	\$3,360.00	\$1,125.00	\$375.00	\$3,780.00	\$1,260.00	\$504.00	\$3,800.00	\$1,262.25	\$495.00
28	36,930 lbs - 28' 8" Reach - 19' 19" Depth	\$3,950.00	\$1,320.00	\$440.00	\$4,080.00	\$1,360.00	\$600.00	\$4,100.00	\$1,364.25	\$535.00
29	43,320 lbs - 29' 11" Reach - 20' 10" Depth	\$4,100.00	\$1,380.00	\$460.00	NB	NB	NB	\$4,900.00	\$1,746.75	\$705.00
30	46,300 lbs - 31' 10" Reach - 21' 7" Depth	\$4,400.00	\$1,495.00	\$495.00	\$4,300.00	\$1,450.00	\$575.00	\$4,900.00	\$1,746.75	\$705.00
31	46,300 lbs - 31' 10" Reach - 21' 7" Depth w/thumb	\$5,850.00	\$2,100.00	\$700.00	\$5,580.00	\$1,860.00	\$827.00	\$588.00	\$2,078.25	\$835.00
32	64,460 lbs - 35' Reach - 23' 11" Depth	\$6,900.00	\$2,300.00	\$780.00	\$7,650.00	\$2,600.00	\$1,050.00	\$6,975.00	\$2,537.25	\$995.00
33	79,700 lbs - 36' 1" Reach - 24' 7" Depth	\$8,260.00	\$2,755.00	\$920.00	\$8,460.00	\$2,820.00	\$1,300.00	\$8,000.00	\$3,315.00	\$1,300.00
<b>Wheel Excavators</b>										
34	40,000 lbs - 151 HP - 30'1" Reach - 19'2" Depth	\$5,700.00	\$1,890.00	\$630.00	NB	NB	NB	NB	NB	NB
<b>Specialty Excavators</b>										
35	46,300 lbs - w/5000 lb hammer	\$14,445.00	\$4,850.00	\$1,625.00	\$15,000.00	\$5,000.00	\$2,000.00	\$9,800.00	\$3,786.75	\$1,505.00
36	46,300 lbs w/Pin and thumb attachment	\$5,850.00	\$2,100.00	\$700.00	\$5,580.00	\$1,860.00	\$827.00	\$5,885.00	\$2,078.25	\$835.00
37	Long Reach - w/60' Reach - 45' Depth	\$9,600.00	\$3,200.00	\$1,085.00	\$9,200.00	\$3,250.00	\$1,350.00	\$10,000.00	\$3,600.00	\$1,450.00

**Annual Bid for Heavy Machinery Rental  
Bid Tabulation #07-112**

Item No.	Description	Mustang Rental Services Betty Wallace 979-775-7368			Equipment Support Services Andy Garner 979-219-6402			Neff Rental Inc. Robert Vealey 813-2675095		
		Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily
<b>Dozers</b>										
38	70 HP Dozer w / 6-way Blade	\$2,250.00	\$750.00	\$260.00	\$3,060.00	\$1,035.00	\$450.00	\$2,600.00	\$892.50	\$375.00
39	80 HP Dozer w / 6-way Blade	\$2,700.00	\$900.00	\$300.00	\$3,600.00	\$1,200.00	\$480.00	\$2,995.00	\$1,083.75	\$400.00
40	90 HP Dozer w / 6-way Blade	\$3,100.00	\$1,050.00	\$360.00	\$3,800.00	\$1,300.00	\$475.00	\$3,900.00	\$1,313.25	\$515.00
41	121 HP Dozer w / 6-way Blade	\$3,800.00	\$1,270.00	\$450.00	\$5,130.00	\$1,710.00	\$725.00	NB	NB	NB
42	125 HP Dozer w / 6-way Blade	\$4,900.00	\$1,650.00	\$560.00	NB	NB	NB	NB	NB	NB
43	36,497 lbs - 150 HP Dozer w/6-way Blade	\$5,400.00	\$1,800.00	\$600.00	\$7,280.00	\$2,910.00	\$1,165.00	NB	NB	NB
44	44,200 lbs - 175 HP Clearing Dozer Rake & Blade	\$7,900.00	\$2,650.00	\$850.00	NB	NB	NB	NB	NB	NB
45	200 HP Dozer w/Straight Blade w/Tilt 44,420 lbs	\$6,900.00	\$2,350.00	\$780.00	\$8,900.00	\$3,560.00	\$1,430.00	NB	NB	NB
46	175 HP Cat D6R-XL Dozer (or equal) with Straight Blade w / Tilt	\$6,900.00	\$2,350.00	\$780.00	\$8,900.00	\$3,590.00	\$1,430.00	NB	NB	NB
<b>Low Ground Pressure Dozers</b>										
47	70 HP LGP Dozer w / 6-way Blade	\$3,000.00	\$1,000.00	\$325.00	\$3,060.00	\$1,035.00	\$450.00	\$2,650.00	\$1,020.00	\$375.00
48	80 HP LGP Dozer w/ 6-way Blade	\$3,800.00	\$1,270.00	\$425.00	\$3,600.00	\$1,200.00	\$480.00	NB	NB	NB
49	90 HP LGP Dozer w/6-way Blade 19,700 lbs	\$4,050.00	\$1,350.00	\$450.00	\$3,800.00	\$1,300.00	\$475.00	\$3,900.00	\$1,313.25	\$515.00
50	121 HP LGP Dozer w / 6-way Blade	\$4,700.00	\$1,600.00	\$550.00	\$5,130.00	\$1,710.00	\$725.00	NB	NB	NB
51	150 HP LGP Dozer w / 6-way Blade	\$6,600.00	\$2,230.00	\$745.00	\$7,280.00	\$2,910.00	\$1,165.00	NB	NB	NB
52	175 HLG Dozer w/ straight Blade w / Tilt	\$8,000.00	\$2,700.00	\$900.00	NB	NB	NB	NB	NB	NB
53	200 HP LGP Dozer w/straight Blade w/ Tilt CAB	\$8,000.00	\$2,700.00	\$900.00	\$8,900.00	\$3,560.00	\$1,430.00	NB	NB	NB
<b>Landscape Tractor</b>										
54	40 HP Tractor Box Blade / Front End Loader 4x4	NB	NB	NB	NB	NB	NB	NB	NB	NB
<b>Wheel Loaders</b>										
55	2.3 Yard Bucket - 129 HP	\$2,800.00	\$950.00	\$315.00	\$3,780.00	\$1,260.00	\$504.00	NB	NB	NB
56	2.6 Yard Bucket - 143 HP	\$3,250.00	\$1,080.00	\$375.00	NB	NB	NB	NB	NB	NB
57	3 Yard Bucket - 149 HP	\$3,650.00	\$1,215.00	\$405.00	\$4,050.00	\$1,350.00	\$550.00	\$3,750.00	\$1,262.25	\$495.00
58	3.25 Yard Bucket - 160 HP	\$4,300.00	\$1,450.00	\$490.00	\$4,950.00	\$1,650.00	\$660.00	\$4,250.00	\$1,518.25	\$615.00
59	4Yard Bucket - 196 HP	\$5,400.00	\$1,800.00	\$600.00	\$6,750.00	\$2,250.00	\$900.00	NB	NB	NB
<b>Integrated Tool Carrier Wheel Loaders</b>										
60	2.3 Yard Bucket - 129 HP	\$3,200.00	\$1,075.00	\$350.00	NB	NB	NB	NB	NB	NB
61	2.6 Yard Bucket - 143 HP	\$3,600.00	\$1,200.00	\$400.00	\$4,770.00	\$1,910.00	\$765.00	NB	NB	NB
62	3.3 Yard Bucket - 160 HP w/Cab	\$4,400.00	\$1,450.00	\$500.00	\$5,830.00	\$2,330.00	\$935.00	NB	NB	NB
<b>Scrapers</b>										
63	11 CY Self Loading	NB	NB	NB	NB	NB	NB	NB	NB	NB
64	17 CY Self Loading	NB	NB	NB	NB	NB	NB	NB	NB	NB
65	22 CY Self Loading	NB	NB	NB	NB	NB	NB	NB	NB	NB
66	Pneumatic Compactor - 9 wheel 14 Ton	\$2,075.00	\$690.00	\$230.00	NB	NB	NB	NB	NB	NB
<b>Pad Drum Compactors</b>										
67	50" Single Vibratory Drum 83 HP	\$2,300.00	\$790.00	\$260.00	NB	NB	NB	\$2,495.00	\$845.75	\$335.00
68	66" Single Vibratory Drum - 100 HP	\$2,900.00	\$970.00	\$325.00	\$3,800.00	\$1,270.00	\$525.00	\$2,850.00	\$1,032.75	\$405.00
69	84" Single Vibratory Drum - 150 HP	\$3,650.00	\$1,275.00	\$410.00	\$4,050.00	\$1,350.00	\$540.00	\$3,795.00	\$1,224.00	\$480.00
<b>Smooth Drum Compactors</b>										
70	66" Single Vibratory Drum - 100 HP	\$2,600.00	\$870.00	\$290.00	\$3,800.00	\$1,270.00	\$525.00	\$2,850.00	\$1,032.75	\$405.00
71	84" Single Vibratory Drum - 150 HP	\$3,650.00	\$1,220.00	\$405.00	\$4,050.00	\$1,350.00	\$540.00	\$3,795.00	\$1,224.00	\$480.00
<b>Asphalt Equipment</b>										
72	39" Static Steel Drum Roller	\$1,575.00	\$540.00	\$180.00	NB	NB	NB	NB	NB	NB
73	47" Static Steel Drum Roller	\$1,800.00	\$600.00	\$205.00	NB	NB	NB	NB	NB	NB
74	Asphalt Recycler	NB	NB	NB	NB	NB	NB	NB	NB	NB
75	Pulver Mixer 335 HP - 8' Drum Soil Stabilizer	\$8,495.00	\$2,950.00	\$995.00	NB	NB	NB	NB	NB	NB
76	Water Truck 200 Gallon	\$2,550.00	\$930.00	\$310.00	NB	NB	NB	\$2,400.00	\$918.00	\$360.00
77	Self Propelled Mechanical 7' 6" Broom Diesel	\$1,800.00	\$600.00	\$200.00	NB	NB	NB	\$1,350.00	\$433.50	\$170.00
78	Catepillar 815F Soil Compactor	\$8,350.00	\$2,785.00	\$930.00	NB	NB	NB	NB	NB	NB

**Annual Bid for Heavy Machinery Rental  
Bid Tabulation #07-112**

Item No.	Description	Mustang Rental Services Betty Wallace 979-775-7368			Equipment Support Services Andy Garner 979-219-6402			Neff Rental Inc. Robert Vealey 813-2675095		
		Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily
<b>Motor Graders</b>										
79	Noram 65E/Leeboy686B 68 HP	\$2,750.00	\$935.00	\$315.00	NB	NB	NB	NB	NB	NB
80	Cat 120 (or equal) 125 HP - 12' Moldboard	\$3,750.00	\$1,250.00	\$425.00	NB	NB	NB	NB	NB	NB
81	Cat 135H 135 HP 14' Moldboard	\$4,585.00	\$1,600.00	\$540.00	NB	NB	NB	NB	NB	NB
82	Cat 12H 140 HP 14' Moldboard	\$4,875.00	\$1,670.00	\$550.00	\$6,500.00	\$2,200.00	\$800.00	NB	NB	NB
83	Cat 140H 165 HP 14' Moldboard	\$5,300.00	\$1,800.00	\$600.00	\$6,500.00	\$2,200.00	\$800.00	NB	NB	NB
<b>Articulated Off Road Trucks</b>										
84	25 Ton Off Road Truck	\$8,750.00	\$3,250.00	\$1,095.00	NB	NB	NB	NB	NB	NB
85	Noram 65E/Leeboy686B 68 HP	NB	NB	NB	NB	NB	NB	NB	NB	NB
<b>Forklifts</b>										
86	6000 lb. Straight Mast Rough Terrain w / 21' Lift	\$1,575.00	\$525.00	\$175.00	\$1,650.00	\$585.00	\$205.00	\$1,585.00	\$514.25	\$215.00
87	6600 lb Tele Handler 42' Lift 30' Reach	\$2,250.00	\$760.00	\$255.00	NB	NB	NB	\$2,050.00	\$790.50	\$335.00
88	7000 lb Tele Handler 44' 4" Life - 30' Reach	\$2,250.00	\$760.00	\$255.00	NB	NB	NB	NB	NB	NB
89	8800 lb. Tele Handler 44' 4" Lift - 30' Reach	\$2,475.00	\$840.00	\$280.00	NB	NB	NB	\$2,400.00	\$905.25	\$355.00
90	8=9000 Lb Tele Handler - 43' Lift - 31' 5" Reach	\$2,475.00	\$840.00	\$280.00	NB	NB	NB	\$2,650.00	\$981.75	\$385.00
<b>Trench Compactors</b>										
91	Remote 24/33 Width - Diesel	\$1,750.00	\$675.00	\$225.00	NB	NB	NB	\$1,750.00	\$527.00	\$232.00
92	Walk Behind 24/33 Width - Diesel	\$150.00	\$580.00	\$190.00	NB	NB	NB	NB	NB	NB
<b>Trash Pumps (Hoses Extra)</b>										
93	2" Gasoline	\$315.00	\$105.00	\$35.00	NB	NB	NB	\$318.75	\$127.50	\$50.00
94	3" Gasoline	\$405.00	\$135.00	\$45.00	NB	NB	NB	\$420.75	\$153.00	\$60.00
95	4" Diesel - Trailer Mounted	\$540.00	\$180.00	\$60.00	NB	NB	NB	\$590.75	\$204.00	\$80.00
96	6" Diesel - Trailer Mounted	\$990.00	\$330.00	\$110.00	NB	NB	NB	NB	NB	NB
<b>Air Compressors (Hoses Extra) and Light Towers</b>										
97	185 CFM - Diesel Trailer Mounted	\$600.00	\$205.00	\$70.00	NB	NB	NB	\$550.00	\$234.60	\$92.00
98	400 CFM - Diesel Trailer Mounted	\$1,020.00	\$340.00	\$115.00	NB	NB	NB	\$1,020.00	\$420.75	\$165.00
99	Portable Light Tower w/30' Mast	\$690.00	\$230.00	\$80.00	NB	NB	NB	\$510.00	\$204.00	\$82.00
<b>Generators</b>										
100	3600 Watts	\$385.00	\$130.00	\$44.00	NB	NB	NB	NB	NB	NB
101	6000 Watts	\$495.00	\$166.00	\$55.00	NB	NB	NB	\$535.50	\$178.50	\$70.00
102	20 KW - Trailer Mounted	\$895.00	\$300.00	\$100.00	NB	NB	NB	\$1,080.00	\$420.00	\$165.00
103	36 KW - Trailer Mounted	\$1,055.00	\$350.00	\$119.00	NB	NB	NB	\$1,100.00	\$497.25	\$195.00
104	56 KW - Trailer Mounted	\$1,350.00	\$450.00	\$150.00	NB	NB	NB	\$1,395.00	\$548.25	\$215.00
<b>Trenchers</b>										
105	Walk Behind 1030 Ditchwitch	\$1,200.00	\$395.00	\$135.00	NB	NB	NB	\$950.00	\$446.25	\$175.00
106	Ride-On Vermeer RT350	\$1,700.00	\$570.00	\$190.00	NB	NB	NB	\$1,595.00	\$658.75	\$260.00
<b>Rammers</b>										
107	Tamper - Multiquip MT5 / MT85 (or equal)	\$495.00	\$165.00	\$55.00	NB	NB	NB	\$531.25	\$204.00	\$80.00
<b>Crawler Loaders</b>										
108	2.3 Yd Bucket 128 HP - 33,389 lbs	\$4,950.00	\$1,650.00	\$550.00	NB	NB	NB	NB	NB	NB
109	3.0 Yd Bucket 158 HP - 45,500 lbs	\$6,900.00	\$2,300.00	\$760.00	NB	NB	NB	NB	NB	NB
<b>Disc Plows - 36 Hinge Offset</b>										
110	Plow 20 x 30 w/Plow 16/32	\$1,600.00	\$540.00	\$180.00	NB	NB	NB	NB	NB	NB
<b>Vibratory Plate Compactors</b>										
111	Multiquip = 17" to a 19" X 17" to 22" Centrifugal Force or Equivalent 3350	\$450.00	\$150.00	\$50.00	NB	NB	NB	\$505.75	\$178.50	\$70.00
<b>Reversible Vibratory Plate Compactors</b>										
112	Multiquip - MVH 2000GH - 8 HP	\$1,035.00	\$345.00	\$120.00	NB	NB	NB	\$556.75	\$250.75	\$95.00
<b>Welders</b>										
113	Lincoln 250 Amps & Multiquip 300 Amps	\$495.00	\$345.00	\$120.00	NB	NB	NB	\$395.00	\$165.75	\$65.00
<b>Hydraulic Cranes</b>										
114	Carry Deck Crane - 8 Ton	\$2,500.00	\$875.00	\$290.00	NB	NB	NB	\$3,300.00	\$1,147.50	\$450.00
<b>Submersible Pumps (Trash and Centrifugal)</b>										
115	2" Electric Centrifugal	\$240.00	\$80.00	\$27.00	NB	NB	NB	\$297.50	\$119.00	\$47.00
116	2" Electrical Trash	\$285.00	\$95.00	\$32.00	NB	NB	NB	NB	NB	NB

**Annual Bid for Heavy Machinery Rental  
Bid Tabulation #07-112**

Item No.	Description	Mustang Rental Services Betty Wallace 979-775-7368			Equipment Support Services Andy Garner 979-219-6402			Neff Rental Inc. Robert Vealey 813-2675095		
		Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily
<b>Paving Breakers (runs off air)</b>										
117	60 lbs	\$220.00	\$75.00	\$25.00	NB	NB	NB	\$283.05	\$94.35	\$37.00
118	90 lbs	\$245.00	\$81.00	\$27.00	NB	NB	NB	\$283.05	\$94.35	\$37.00
<b>Concrete Vibrators</b>										
119	2 HP (Furnished w/shaft & head)	\$245.00	\$81.00	\$27.00	NB	NB	NB	\$314.50	\$76.50	\$30.00
120	3 HP (Furnished w/shaft & head)	\$285.00	\$95.00	\$32.00	NB	NB	NB	NB	NB	NB

**Annual Bid for Heavy Machinery Rental  
Bid Tabulation #07-112**

Item No.	Description	Mustang Rental Services Betty Wallace 979-775-7368			Equipment Support Services Andy Garner 979-219-6402			Neff Rental Inc. Robert Vealey 813-2675095		
		Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily	Unit Price Monthly	Unit Price Weekly	Unit Price Daily
	<b>Delivery Charge</b>	100 H.P. or Less - \$75.00 ea. way on frt.			\$150.00			\$175.00 to \$250.00		
		101 H.P. or more - \$100.00 ea. way on frt.								
	<b>Pick Up Charge</b>	100 H.P. or Less - \$75.00 ea. way on frt.			\$150.00			\$175.00 to \$250.00		
		101 H.P. or more - \$100.00 ea. way on frt.								
	<b>Fuel Charge per gallon</b>	\$5.50/gallon			Market Rate			6.50/gallon		
	<b>Charge for Cleaning Equipment if Returned Dirty</b>	\$150.00			\$75.00			N/A		
	<b>Delivery ARO</b>	1 to 2 days			1 to 3 days			2 days		
	<b>Location of Nearest Branch</b>	Bryan, TX			Bryan, TX			Houston, TX		
	<b>NOTES/EXCEPTIONS</b>				Charge for Cleaning:					
	Cities to supply insurance.				Only if Excessivly Dirty will the rate apply.					
					Normal Use No Charge					

**October 25, 2007  
Consent Agenda Item 2g  
Construction Contract #07-275  
for Phase II-A of the Veterans Park and Athletic Complex  
Extension of Veterans Parkway**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding Bid Number 07-119. Presentation, possible action, and discussion regarding a resolution awarding the bid and approving a construction contract (Contract Number 07-275) with JaCody, Inc., in the amount of \$619,496.00 for the construction of Phase II-A of the Veterans Park and Athletic Complex, the extension of Veterans Parkway.

**Recommendation(s):** Staff recommends approval of the resolution and award of the construction contract with JaCody, Inc., for the construction of Phase II-A of Veterans Park and Athletic Complex, the extension of Veterans Parkway. This includes Alternate #1 for sod installation within a drainage control ditch that is part of the project.

**Summary:** This item will construct the extension of Veterans Parkway through Veterans Park and connect the park to Highway 60 (University Drive). This 800 foot extension will provide a second entry/exit point for Veterans Park and greatly improve access and safety for park users. The project includes landscaping and a sign similar to the existing entrance on Highway 30. A number of significant drainage improvements are included to direct water flowing across the north end of the park towards Carter Creek.

Phase II of Veterans Park was bid in early 2006 and was under budget. The remaining funds will be used to complete the Veterans Parkway Extension. This will reduce funding needed for future completion of the park. The design contract for this part of the project was approved by Council on December 14, 2006.

**Budget & Financial Summary:** Four (4) sealed, competitive bids were received and opened on September 25, 2007. The bid summary is attached. Funds are available and budgeted in the FY2007 Parks Capital Projects Fund. There is approximately \$700,000 remaining in project funds.

**Attachments:**

- 1) Resolution
- 2) Bid Tabulation 07-119
- 3) Project Location Map
- 4) Veterans Parkway Extension Site Plan

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR PHASE II-A OF THE VETERANS PARK AND ATHLETIC COMPLEX – VETERANS PARKWAY EXTENSION CONSTRUCTION PROJECT, PROJECT NUMBER 0501, AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of Veterans Park and Athletic Complex, Phase II-A, Veterans Parkway Extension Construction Project; and

WHEREAS, the selection of JaCody, Inc., is being recommended as the lowest responsible bidder for the construction services related to the Veterans Park and Athletic Complex, Phase II-A, Veterans Parkway Extension 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 JaCody, Inc., is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the contract with JaCody, Inc., in the amount of \$619,496.00 for the labor, materials, and equipment required for the Veterans Park and Athletic Complex, Phase II-A, Veterans Parkway Extension Construction Project. This amount includes Alternate #1.
- PART 3: That the funding for this contract shall be as budgeted from the Parks Capital Improvement Projects Fund in the amount of \$619,496.00
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this the 25<sup>h</sup> day of October, A.D. 2007.

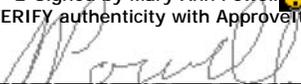
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

E-Signed by Mary Ann Powell  
VERIFY authenticity with Approved  


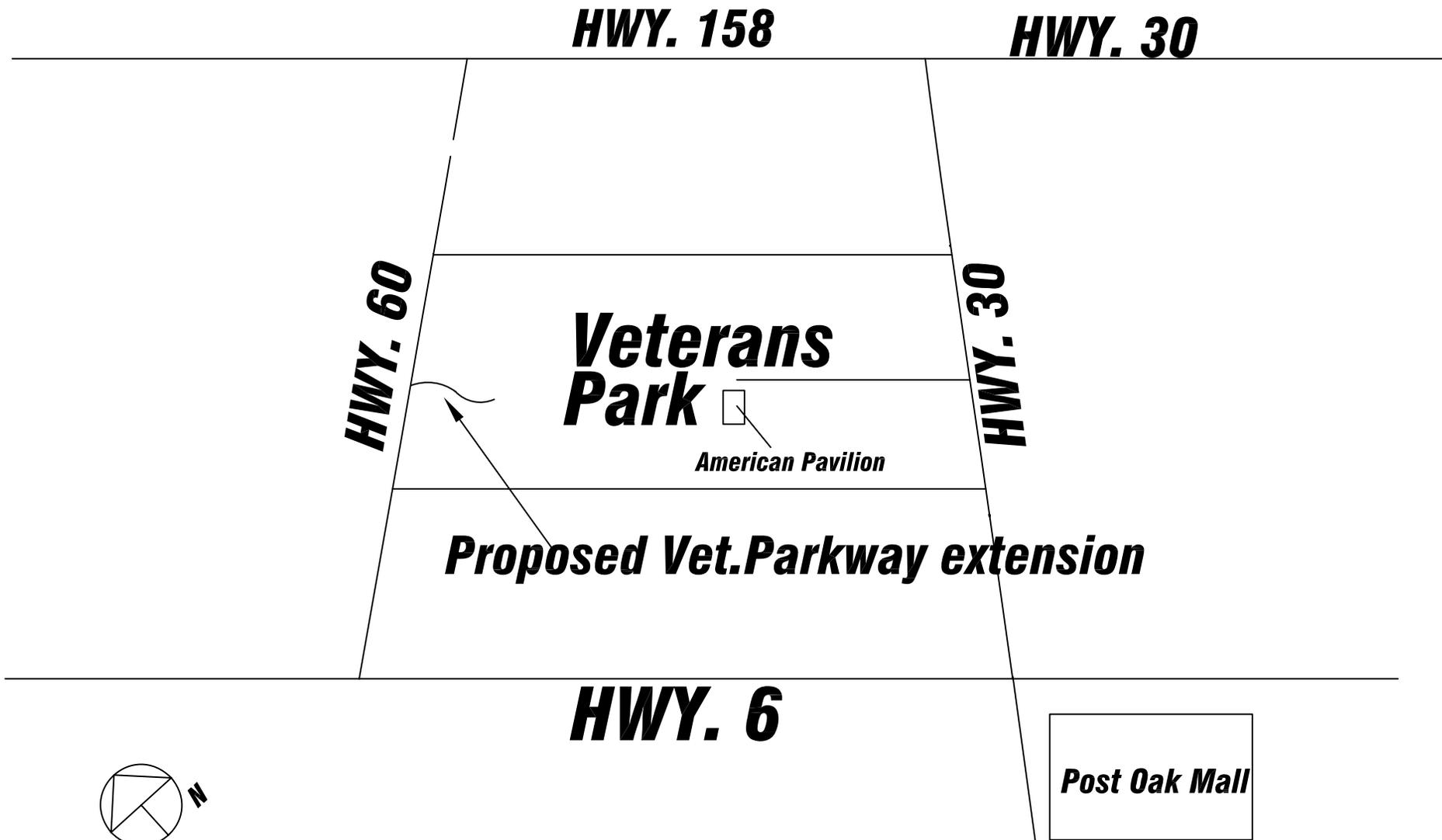
\_\_\_\_\_  
City Attorney



**VETERANS PARK AND ATHLETIC COMPLEX - PHASE II-A  
 BID TABULATION #17-119 - 9/25/07  
 PARKS AND RECREATION**

Item	Qty	Unit	Description	JaCody, Inc.		Brazos Paving		Brazos Valley Services		Dudley Construction	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	800' Extension of Veterans Parkway	614,996.000	\$ 614,996.00	646,020.000	\$ 646,020.00	657,319.000	\$ 657,319.00	671,500.000	\$ 671,500.00
Alternate No. 1											
2	1	LS	Drainage Ditch	4,500.000	\$ 4,500.00	6,540.000	\$ 6,540.00	15,000.000	\$ 15,000.00	4,200.000	\$ 4,200.00

<b>Base Bid &amp; Alternate 1</b>	<b>TOTAL</b>	\$ 619,496.00	\$ 652,560.00	\$ 672,319.00	\$ 675,700.00
Trench Safety unit price per lf		\$2.00	\$1.00	\$1.00	\$1.00
Bid Certification		Yes	Yes	Yes	Yes
Bid Bond		Yes	Yes	Yes	Yes
Number of Days to Substantial Completion		100	100	60	60
Addenda Received		Yes	Yes	Yes	Yes



# ***Veterans Park Location Map***



**October 25, 2007**  
**Consent Agenda Item 2h**  
**Click2Gov for Customer Information Systems**

**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 Sungard HTE for the purchase of the Click2Gov Customer Information Systems (CX) module in an amount not to exceed \$36,090.00.

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

**Summary:** The Click2Gov – CX module will be put in place of the current ePay website for on-line electronic Utility payments. This module will offer services that currently exist on the Utility Billing ePAY site plus additional options for customers including: Customers' ability to update their mailing address, phone number and e-mail online, Customers' ability to schedule recurring credit card payments, and Customers' ability to pay and/or schedule payments via e-check rather than using a debit/credit card for online payments.

This contract (08-045) is a Supplement to the H.T.E., Inc. Software and License Agreement dated March 13, 1998 between Sungard HTE Inc. and the City of College Station. The contract is exempt from competitive bidding by LGC 252.022(a)(7)(A) due to one source based on software copyrights. Sungard HTE is the software vendor for approximately 23 modules (applications) hosted on the IBM i5 computer and used by virtually every City department including, but not limited to Utility Billing and Collection, Finance, Budget and Accounting, Fleet Management and Development Services.

**Budget & Financial Summary:** Funds exist in the Automated Customer Service Capital Improvement Project, supplemented by funds approved via SLA in the FY08 Utility Billing operating budget to cover this purchase. Ongoing costs of \$5,160, incorporated into the contract amount, exist for the maintenance and support of this module.

**Attachments:**

Supplement contract for Click2Gov – CX Software and License Agreement

A copy of the master agreement with HTE is available in the City Secretary's office

**SUNGARD® PUBLIC SECTOR  
HTE**

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT  
BY AND BETWEEN SUNGARD HTE INC. AND CITY OF COLLEGE STATION, TX  
SCHEDULE A-PRICING AND PAYMENT SCHEDULE  
CONTRACT NO. COLG-071162**

This Supplement is to the H.T.E., Inc. Software License and Services Agreement dated March 13, 1998 (Agreement), between SunGard HTE Inc. (HTE) and City of College Station, TX (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

SunGard HTE Licensed Programs	License Fees	Installation Fees	Annual Support
C2G CIS Module - K2	\$ 20,580.00	\$ 1,800.00	\$ 4,120.00
OnePoint C2G Credit Card Payment Activation (K2) - K4		1,900.00	
OnePoint Core Module - KL	Included		
OnePoint eCheck (CIS) - KN	5,200.00	1,450.00	1,040.00
<b>SunGard HTE Licensed Program Totals</b>	<b>\$ 25,780.00</b>	<b>\$ 5,150.00</b>	<b>\$ 5,160.00</b>

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/ Delivered	Due As Otherwise Noted
License Fees	\$ 25,780.00	\$ 25,780.00		
Installation Fees	5,150.00		\$ 5,150.00	
Annual Support	5,160.00			\$ 5,160.00
<b>Grand Total</b>	<b>\$ 36,090.00</b>	<b>\$ 25,780.00</b>	<b>\$ 5,150.00</b>	<b>\$ 5,160.00</b>

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER. CUSTOMER IS A TAX EXEMPT ENTITY AND WILL PROVIDE ITS TAX EXEMPTION NUMBER.**

**\*Payments:**

**THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:**

- License Fees: Upon execution of this Supplement.
- Installation Fees: On invoice; upon completion.
- Annual Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the HTE Corporate Travel and Expense Reimbursement Policy.

**Click2Gov Conditions**

Customer agrees to meet the requirements of the HTE Click2Gov Hardware/Software recommendations attached. Click2Gov Licensed Programs do not include source code.

**Licensed Program Testing and Acceptance**

The Licensed Program Testing and Acceptance as defined in Section VI of the Agreement shall extend for a period of sixty (60) days commencing on the first day of Installation and Configuration services of each Licensed Program.

**Warranty**

SunGard HTE warrants that for a period of one hundred twenty (120) days after testing and acceptance of the Licensed Programs, the SunGard HTE Licensed Programs herein will perform in substantial compliance with the reference documentation supplied by SunGard HTE, provided the Licensed Programs are used in the proper operating environment. SunGard HTE does not warrant that the functions contained in the Licensed Programs will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the one hundred twenty (120) day period.

Any other utility or incidental software distributed by SunGard HTE will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. SunGard HTE shall be responsible only for the Licensed Programs and products as originally supplied and accepted by Customer, and for changes made to the Licensed Programs by SunGard HTE's authorized representatives. SunGard HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Programs made by the Customer or any other unauthorized party.

SunGard HTE warrants that it has the right to license the SunGard HTE Licensed Programs listed herein and that the SunGard HTE Licensed Programs do not infringe any intellectual property of any third party. SunGard HTE agrees to defend and indemnify Customer against expenses, including reasonable attorneys' fees, costs, expert fees and other fees and expenses and liability arising from any claim of infringement related to SunGard HTE Licensed Programs provided SunGard HTE shall have the right to control the defense or settlement of any such claim. If use of the SunGard HTE Licensed Programs by the Customer is enjoined by any infringement proceeding, SunGard HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the SunGard HTE Licensed Programs or if that is not possible, SunGard HTE shall refund to the Customer the license fees paid under this Supplement for the particular Licensed Program that is determined to be infringing.

SunGard HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by SunGard HTE.

**SUNGARD HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

#### **Remedies and Limitation of Liability**

In situations involving performance or nonperformance of Licensed Programs furnished under this Supplement, the Customer's remedy is (1) the prompt correction by SunGard HTE of Licensed Program defects, or (2) if, after commercially reasonable efforts, HTE is unable to make the Licensed Programs operate as warranted, HTE shall reimburse Customer actual, direct damages to the limits set forth in Section XI of the Agreement. Customer shall return or destroy the Licensed Programs for which damages are sought once the reimbursement has been received.

SunGard HTE's liability for claims related to bodily injury, death and damage to real property and tangible personal property, as provided in Section XI of the Agreement, is intended to include, and does include, claims in which automobiles are involved.

#### **HTE Support Services**

The initial term of HTE support services shall commence one hundred twenty (120) days after installation/configuration of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

#### **Scheduled Resource Changes**

Customer acknowledges that HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of HTE's personnel and to obtain favorable prices for travel and living. In the event Customer schedules and then cancels training or project management, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will use commercially reasonable efforts to reschedule HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

#### **Provisions of Insurance**

The provisions for insurance as defined in the Agreement are hereby terminated for this and subsequent SunGard HTE supplements and shall be replaced with the attached "Certificate of Liability Insurance".

#### **Preprinted Terms and Conditions**

Preprinted conditions and all other terms, not included in this Supplement or in the Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by HTE in writing to the Customer.

**Non-Hiring Statement**

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, neither party may offer to hire or in any way employ or compensate any of the employees of the other Party or persons who have been employed by that party within the immediate past twenty-four (24) months without prior consent of the other party.

**Estimated Travel and Living Expenses**

The Travel and Living Expense estimated below includes travel and living expenses associated with services performed for the Licensed Programs in this Supplement. Customer agrees to pay actual travel and living expenses incurred by HTE. HTE will use commercially reasonable efforts not to exceed the projected expense defined below.

Airfare	\$600 (booked at least 21 days in advance)	1 Flight
Hotel	\$125/Night	3 Nights - \$375
Per diem	\$ 45/Day	3 Days - \$135
Car Rental	\$ 90/Day	3 Days - \$270
Miscellaneous Expenses (Parking, Tolls, Mileage etc.) = \$ 100		
<b>Customer is Tax Exempt</b>		

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by October 31, 2007.

Customer warrants that the amounts to be paid hereunder will be paid out of Customers budgeted funds.

CITY OF COLLEGE STATION, TX

SUNGARD HTE INC.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print Name & Title

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Authorized Signature  
**RONALD E. GOODROW**  
**Executive Vice President**  
 \_\_\_\_\_  
 Print Name & Title

*September 14, 2007*  
 \_\_\_\_\_  
 Date

**ATTEST:**

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

\_\_\_\_\_  
**City Manager**

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

\_\_\_\_\_  
**Chief Financial Officer**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
CLE-001283395-24

**PRODUCER**

Marsh USA Inc.  
TWO LOGAN SQUARE  
PHILADELPHIA, PA 19103-2797  
Attn: Contract.ReviewCSS@marsh.com Fax: 212-948-1306

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** LIBERTY MUTUAL FIRE INSURANCE COMPANY
- COMPANY  
**B** N/A
- COMPANY  
**C** LIBERTY INSURANCE CORPORATION
- COMPANY  
**D**

669365-SUNGA-GAWU-07-08 HTE GAW WAIVE

**INSURED**

SUNGARD DATA SYSTEMS INC.,  
ITS COMPANIES AND SUBSIDIARIES  
680 E. SWEDES FORD ROAD  
WAYNE, PA 19087

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. **6**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	TB2-631-508221-047	05/01/07	05/01/08	GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	<b>AUTOMOBILE LIABILITY</b>	AS2-631-508221-057	05/01/07	05/01/08	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	EACH ACCIDENT \$				
	AGGREGATE \$				
	<b>GARAGE LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WA7-63D-508221-017 (AOS) WC7-631-508221-027 (WI)	05/01/07 05/01/07	05/01/08 05/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

CITY OF COLLEGE STATION, TX. IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. WAIVER OF SUBROGATION IS APPLICABLE, UNDER THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION, WHERE REQUIRED BY CONTRACT AND PERMITTED BY LAW.

**CERTIFICATE HOLDER**

CITY OF COLLEGE STATION, TX  
ATTN: ROGER EARWOOD  
1101 TEXAS AVENUE  
COLLEGE STATION, TX 77842

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Mary Radaszewski

*Mary Radaszewski*

MM1(3/02)

VALID AS OF: 09/14/07

**HTE Application Server**

**For HTE IBM iSeries (AS/400) based products:**



**IBM iSeries (AS400)**

**Minimum Sizing Recommendations (Requires a Pre contract Systems Assurance):**

- Processor Rating:** 115 CPW (Minimum rating dependent upon current and expected resource utilization)
  - Memory:** Determined by HTE (Considerations: User Load, Existing CPU Utilization, etc.)
  - Network Adapter:** 10/100Mbps Ethernet, Token Ring, or Fiber Adapter
  - Operating System:** V5R1 or later
  - Additional Software:** DB2 Query Manager and SQL Development Kit for AS/400 (5769-ST1, 5722-ST1 if running v5r1 or higher)
- Additional Requirements:**
- Click2Gov CIS Inquiry:** 1MB per 1,000 customers
  - Click2Gov Payment:** Approximately 10MB per 1,000 customer annually
  - All Others:** No additional requirements at this time

**HTE Click2Gov Web Application Server**

**Requires Secure Internet Access including; a Registered Domain Name and a Registered TCP/IP Address.**



**Windows 2000 Based Server (Minimum Recommendations):**

<b>Low Volume</b>	<b>Medium Volume</b>	<b>High Volume</b>
1GHz Pentium IV Network Adapter & UPS 512Mb RAM (HW Expandable to 1Gb) 40Gb Disk Storage (RAID-5 Protect.) Windows 2000 Server Protocol: TCP/IP only BEA WebLogic Express (Ver 8.1) *	1.5GHz Pentium IV Network Adapter & UPS 1Gb RAM (HW Expandable to 2Gb) 60Gb Disk Storage (RAID-5 Protect.) Windows 2000 Server Protocol: TCP/IP only BEA WebLogic Express (Ver 8.1) *	2GHz Pentium IV Network Adapter & UPS 2Gb RAM (HW Expandable to 2Gb) 80Gb Disk Storage (RAID-5 Protect.) Windows 2000 Server Protocol: TCP/IP only BEA WebLogic Express (Ver 8.1) *

**Requires Secure Internet Access, including a Registered Domain Name and a Registered TCP/IP Address.**

**Note:** Compatibility issues between software products are difficult to predict, therefore HTE recommends that the customer utilize a dedicated server for hosting Click2Gov Applications. All exceptions regarding HTE's recommendations need to be reviewed by the HTE's Click2Gov Application Team.

**\* Note:** Both license fees and first year (required) support for the WebLogic Express product are offered as a per processor charge. Click2Gov does not require more than a single processor.

**User Browser**



**Workstation w/ Internet Access (Capable of running Internet Browser)**

**Internet Browser:** Microsoft Internet Explorer 4.0 or later  
Netscape Navigator 4.0 or later

**Note:** Web TV is not a recommended client for Click2Gov

**Other Requirements:**

<b>Mail Server:</b>	Fully Compatible SMTP e-mail Server.
<b>Verisign Digital Certificate</b>	128-Bit Recommended when applications that enable credit card processing are purchased.
<b>Established relationship with Merchant Bank</b>	Required when applications that enable credit card processing are purchased.
<b>Hardware Environmental Specifications:</b>	Customers need to follow the Environmental Specifications provided by the hardware manufacturer.
<b>Training:</b>	Customers must be fully familiar with their Intranet Infrastructure (Web Server Software, Firewalls, Routers, etc...).
<b>Internet Connectivity</b>	Adequate bandwidth will vary depending on the expected end-user participation. The customer is responsible for assuring and configuring adequate security for their network (i.e., firewall), and providing adequate bandwidth for their environment.

**October 25, 2007**  
**Consent Agenda Item 2i**  
**Clinical Affiliation Agreement with Texas Engineering Extension Service**

**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 the Clinical Affiliation Agreement with the Texas Engineering Extension Service for emergency medical certification purposes.

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

**Summary:** The City of College Station currently provides the students affiliated with the Texas Engineering Extension Service with opportunities for hands-on experiences at Basic and Advanced levels for emergency medical certification training. This agreement provides direction and requirements for students and emergency response personnel who participate in this agreement. This agreement is required to be updated to meet Texas Department of Health licensing and certification requirements.

**Budget & Financial Summary:** None.

**Attachments:**

Clinical Affiliation Agreement  
Resolution



**CLINICAL AFFILIATION AGREEMENT  
BETWEEN  
CITY OF COLLEGE STATION  
AND THE  
TEXAS ENGINEERING EXTENSION SERVICE**

THIS Agreement, by and between City of College Station (hereinafter referred to as "PROVIDER") located at 300 Krenek Tap , College Station, TX 77840 and Texas Engineering Extension Service (hereinafter referred to as "TEEX"), a state agency established under the laws of the State of Texas as a component of the Texas A&M System, located at 301 Tarrow, College Station, TX 77840-7896. TEEX and Provider may individually be referred to herein as a "Party" and collectively as the "Parties".

**WITNESSETH**

WHEREAS, TEEX offers a certification program in Emergency Medical Services;

WHEREAS, PROVIDER offers a comprehensive outpatient acute care entity licensed in the state of Texas;

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students of TEEX be given the opportunity to utilize PROVIDER as a setting for a clinical learning experience through the application of knowledge and skills in an acute care setting;

WHEREAS, no financial obligation will be incurred by either party as a result of this agreement;

WHEREAS, assignment of students will be made without regard for race, creed, sex, or national origin;

WHEREAS, at no time will students be considered employees and therefore will not be eligible to receive payment for services rendered, replace an agency employee, or possess authority to enter any form of agreement, binding or otherwise on behalf of the PROVIDER;

**WHEREAS, medical care for any acute injury or illness students may experience while at PROVIDER will be immediately provided, and that cost for healthcare provided will be the sole responsibility of the student.**

**ARTICLE 1  
STATEMENT OF WORK**

TEEX and PROVIDER agree to work cooperatively in providing TEEX Emergency Medical Services students a clinical learning experience through the application of knowledge and skills in an acute care setting.

**ARTICLE 2  
RESPONSIBILITIES**

**TEEX will:**

- 1. Establish guidelines for clinical eligibility,

2. Be responsible for the provision of classroom theory and practical instruction to students prior to clinical assignments,
3. Be responsible for selection of students entering the program,
4. Ensure students attend clinical orientation sessions as required by the PROVIDER,
5. In cooperation with PROVIDER prepare clinical rotation schedules, ensure PROVIDER receives schedule, and ensure PROVIDER approves proposed schedule prior to sending students,
6. As required by PROVIDER, provides clinical preceptors during times students are at the facility. TEEEX preceptors will be licensed, or certified at or above the level of students,
7. Provide clinical staff with ability to evaluate student performance,
8. Furnish PROVIDER with proof of student liability insurance,
9. Ensure compliance with published PROVIDER policies as provided to TEEEX,
10. Supply PROVIDER with proof of student health to include,
  - Negative PPD test
  - HBV vaccine or signed refusal
  - Other immunizations (as required)
11. Ensure Confidentiality Statement(s) have been completed by each TEEEX student prior to students entering clinical areas,
12. Furnish PROVIDER with a set of student objectives for each certification level doing department rotations,
13. Adhere to the PROVIDER Communicable Disease Reporting guidelines and provide student education on blood borne pathogens during initial training,
14. Inform PROVIDER of any change in student(s) status during the scheduled clinical time,
15. Comply with PROVIDER request to remove student(s) should just cause exist. All students or faculty representing the TEEEX EMS Education program shall be accountable to the PROVIDER Administrator or designee.

**PROVIDER shall:**

1. Assign a liaison to TEEEX for purposes of scheduling clinical time,
2. Accept students assigned to the facility by TEEEX staff,
3. Assist in evaluating students assigned to PROVIDER,
4. Under proper supervision allow/encourage "hands-on" experiences at Basic and Advanced levels appropriate to knowledge objectives for the level of training being provided,
5. Based on availability of clinical areas, allow student access to departments as dictated by knowledge objectives for level of student entering PROVIDER facility,
6. Initiate documentation of any student exposure and provide information and/or referrals as necessary to manage the situation,
7. Draw and process baseline blood samples where appropriate for communicable disease exposures.
8. Have ability to request removal of student(s) from clinical departments when conduct or performance is not in accordance with published PROVIDER policies or which is detrimental to patient care. PROVIDER will provide TEEEX with written documentation of incident and will retain final authority on whether student(s) in question are allowed to continue rotations at the facility.
9. Agree that students may be unable to observe surgical procedures or deliveries without verbal permission of the patient.

**ARTICLE 3  
TERM OF CONTRACT**

This Agreement shall begin as of the date of the last signature, and terminate May 7, 2010, unless terminated earlier by either party. Both parties reserve the right to terminate this Agreement for reasonable cause or if it is determined the objective of the project cannot be accomplished. A party wishing to terminate this Agreement must notify the other party in writing fifteen (15) days in advance.

**ARTICLE 4  
WRITTEN NOTICE**

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

**Provider:**

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

**TEEX:**

John W. May, Jr.  
Associate Agency Director  
Texas Engineering Extension Service  
301 Tarrow Drive  
John B. Connally Building  
College Station, TX 77840

**ARTICLE 5  
MISCELLANEOUS**

1. **Consent to Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
2. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
3. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

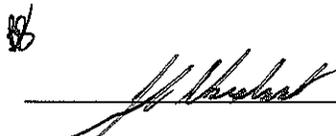
4. Amendment. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
5. Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.
6. Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
7. Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
8. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
9. Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
10. Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
11. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes

**THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.**

**PROVIDER:**

**Texas Engineering Extension Service:**

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

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

Name: \_\_\_\_\_

Name: **John Skrabanek**

Title: \_\_\_\_\_

Title: **Associate Agency Director/CFO**

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

Date: **10/6/09**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CLINICAL AFFILIATION AGREEMENT WITH TEXAS ENGINEERING EXTENSION SERVICE (TEEX) TO WORK COOPERATIVELY IN PROVIDING TEEX EMERGENCY MEDICAL STUDENTS WITH A CLINICAL LEARNING ENVIRONMENT FOR CERTIFICATION PURPOSES.

WHEREAS, the City Council of the City of College Station, Texas, is obligated to protect the health, safety and welfare of the population; and

WHEREAS, the Texas Engineering Extension Service offers a certification program in Emergency Medical Services; and

WHEREAS, the parties represent that both are independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, the TEEX emergency medical students are currently assigned ride-along times with the College Station Fire Department to meet clinical requirements for state certification ; and

WHEREAS, the City Council of the City of College Station, Texas, wishes to partner and collaborate on emergency medical training with the Texas Engineering Extension Service for basic certification purposes; now, therefore,

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

PART 1: That the City Council hereby approves this Clinical Affiliation Agreement for participation in the TEEX Emergency Medical Services certification program.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population by collaborating with its partners at the Texas Engineering Extension Service.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

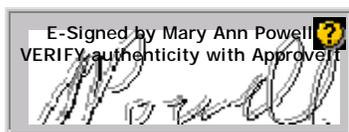
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:



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

**October 25, 2007**  
**Consent Agenda Item 2j**  
**Texas Avenue Streetscape Project**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** RFQ #07-91. Presentation, possible action, and discussion on a contract with Land Design Partners to develop plans for adding landscaping, specifically trees where possible, along Texas Avenue within the TxDOT right-of-way. The amount of the contract is not to exceed \$69,100.

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

**Summary:** This resolution will approve a professional services contract with Land Design Partners for the development of plans, specifications, and estimates (PS&E) for the Texas Avenue Streetscape Phase II project (ST9915). This project will add streetscaping, specifically trees where possible, within the Texas Avenue right-of-way between Harvey Mitchell Parkway (FM 2818) and George Bush Drive (FM 2347).

TxDOT has included some landscaping in some medians in the Texas Avenue Widening Project. This project seeks to enhance the appearance of this key corridor in College Station by identifying opportunities and installing additional landscaping. As part of this project, the consultant will develop a master plan for the corridor and then design the PS&E. Also, the consultant will develop an annual maintenance cost to ensure that sufficient funds are set aside annually to maintain the desired look of the corridor.

Since this project is within TxDOT right-of-way, city staff is working closely with TxDOT and will request their comments on each level of the design submitted by the consultant. It is anticipated that the PS&E documents will be completed by April 1, 2008, so that the installation of the landscaping can begin soon after the Texas Avenue construction is completed.

**Budget & Financial Summary:** The total cost for the professional services proposed by Land Design Partners is \$69,100. \$672,000 is available for this project through the Streets CIP fund.

**Attachments:**

1. Resolution
2. Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DESIGN OF LANDSCAPING ALONG TEXAS AVENUE PHASE II PROJECT (ST 9915).**

WHEREAS, the City of College Station, Texas, solicited proposals for the design of the Texas Avenue Streetscape Phase II Project; and

WHEREAS, the selection of Land Design Partners is being recommended as the most highly qualified provider of the landscaping design services; now, therefore,

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

PART 1: That the City Council hereby finds that Land Design Partners is the most highly qualified provider of the services for the design of the Texas Avenue Streetscape Phase II Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Land Design Partners for an amount not to exceed \$69,100 for the design services related to the Texas Avenue Streetscape Phase II Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Improvements Project Fund in the amount of \$69,100.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

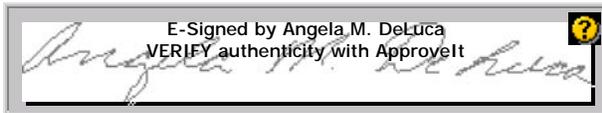
ATTEST:

APPROVED:

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

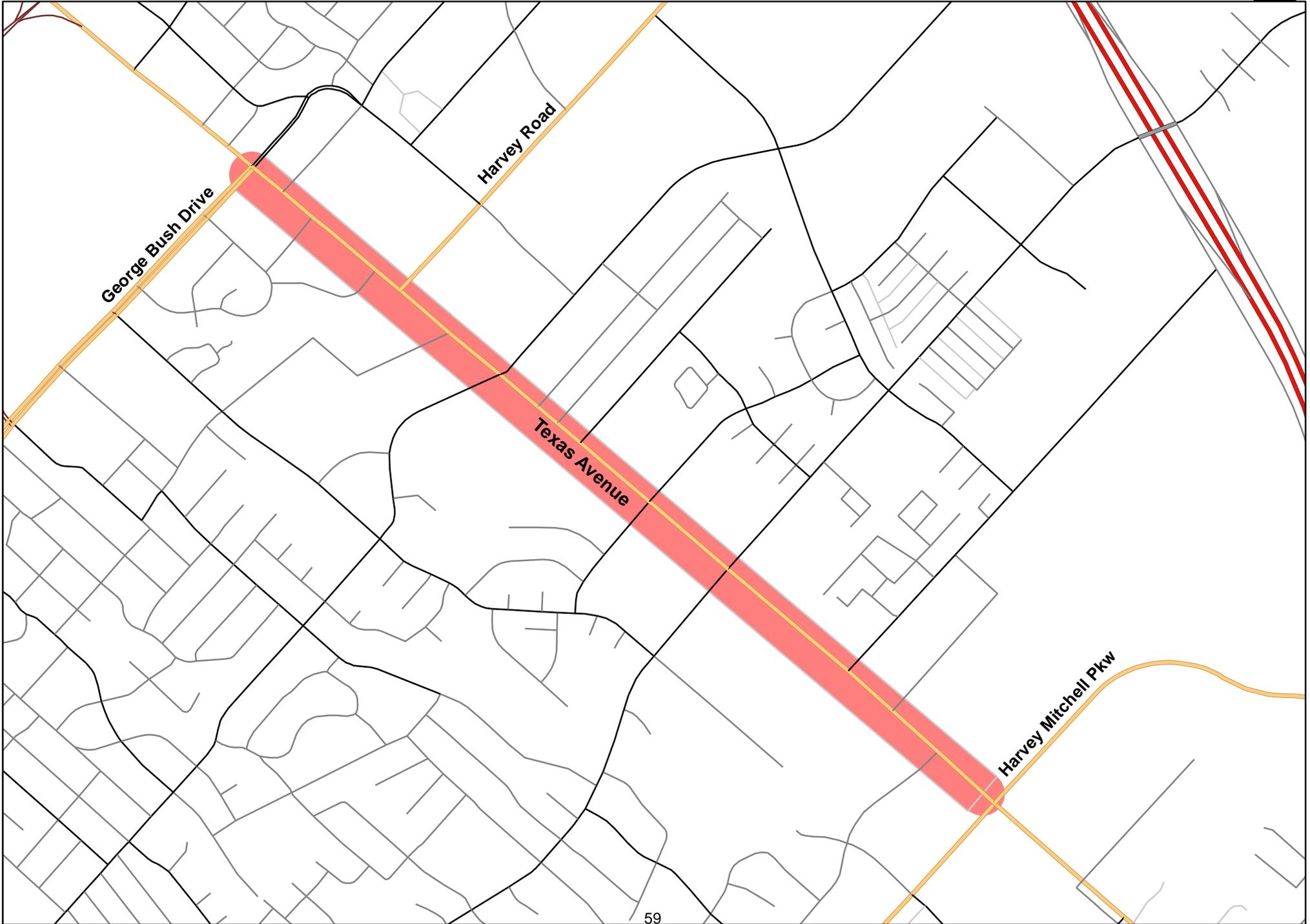
\_\_\_\_\_  
MAYOR

APPROVED:



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

# Location Map



**October 11, 2007**  
**Consent Agenda Item 2k**  
**Real Estate Contract with The Board of Trustees of the Texas Conference of  
the United Methodist Church for the Church Avenue Phase II Project**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion approving a Real Estate Contract with The Board of Trustees of the Texas Conference of the United Methodist Church that will authorize the purchase of easements needed for the Church Avenue, Phase II Project.

**Recommendation(s):** Staff is recommending that the Real Estate Contract be approved, which will authorize the Mayor to sign the contract will enable staff to finalize the real estate transaction.

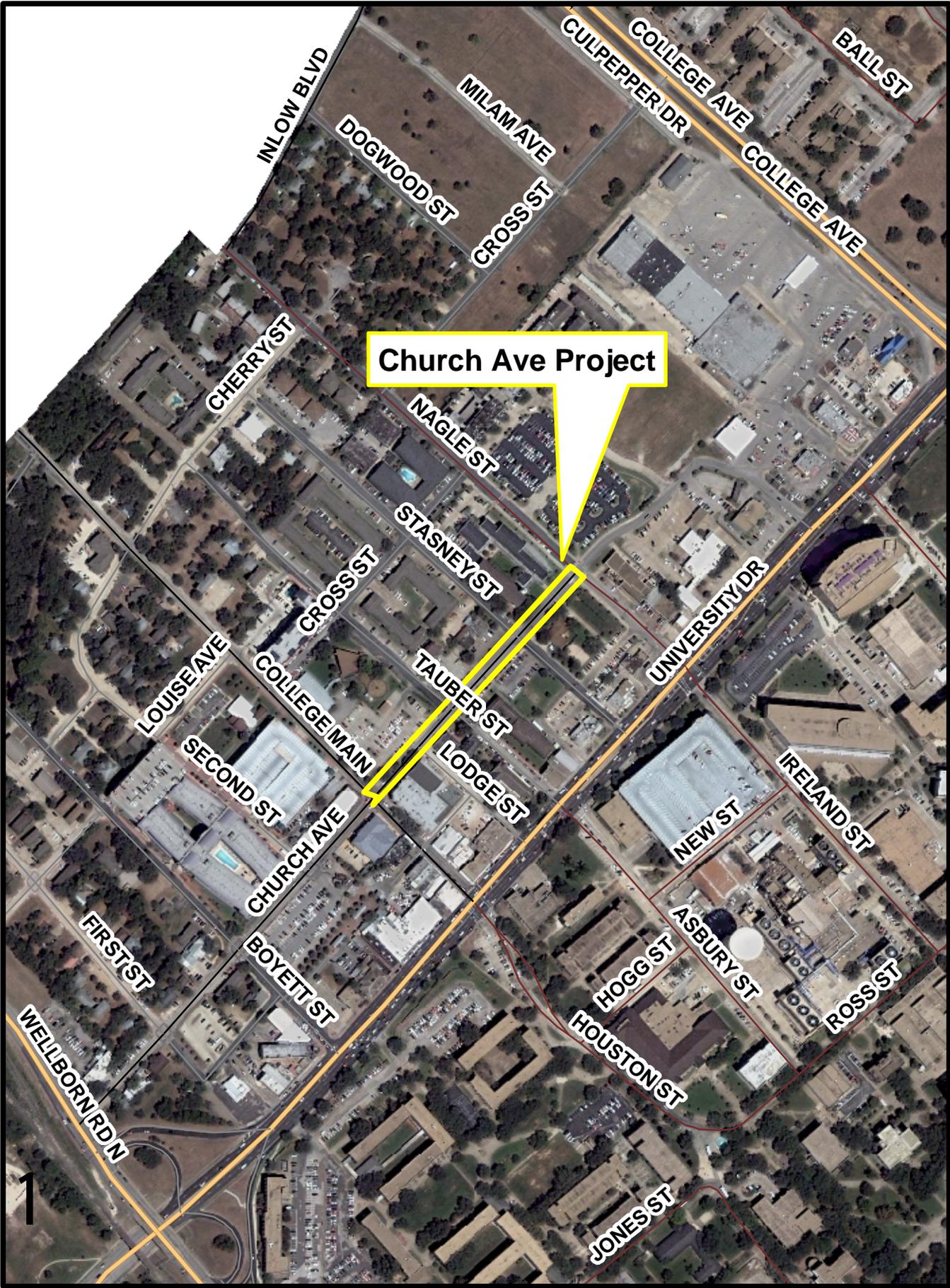
**Summary:** City Council authorized a Resolution Determining Need on November 20, 2006, which authorized staff to negotiate for the purchase of easements needed for the Church Avenue, Phase II project. To build the project, additional permanent easements and temporary easements are needed on both sides of Church Avenue, from College Main Street to Nagle Street. Since approval of the resolution, staff has successfully negotiated the acquisition of all the needed property.

**Budget & Financial Summary:** The purchase price for the property is Eighty Seven Thousand Nine Hundred Seventy Eight Dollars (\$87,978.00). Closing costs and associated expenses should not exceed an additional Three Thousand Dollars (\$3,000). Funding for this project is available in the Streets Capital Projects Fund.

**Attachments:**

Project Location Map  
Real Estate Contract

# Church Avenue Phase II Project



## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between THE BOARD OF TRUSTEES OF THE TEXAS CONFERENCE OF THE UNITED METHODIST CHURCH, ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

### ARTICLE I PURCHASE AND SALE

1.1 SELLERS agree to sell and convey and BUYER agrees to purchase and pay for the following interests in the property:

- (a) TRACT ONE -Temporary Construction Easement in a 214 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being a portion of Lot Three (3), Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas, and being more particularly described on Exhibit "A" attached hereto; hereinafter, called "Property A".
- (b) TRACT TWO - Public Access, Public Utility and Landscape Easement in a 113 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being a portion of Lot Three (3), Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, and being more particularly described on Exhibit "B" attached hereto; hereinafter called "Property B".
- (c) TRACT THREE - Temporary Construction Easement in a 260 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being designated as the "Church Lot", Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, and being more particularly described on Exhibit "C" attached hereto; hereinafter, called "Property C".
- (d) TRACT FOUR - Public Access, Public Utility and Landscape Easement in a 2,037 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being designated as the "Church Lot", Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of

Page 1

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

O:\Projects\Church Avenue Phase II\Board of Trustees of the Texas Conference of the United Methodist Church\Real Estate Contract - 5 Tracts Amended.doc

the Deed Records of Brazos County, and being more particularly described on Exhibit "D" attached hereto; hereinafter called "Property D".

(e) TRACT FIVE - Public Utility Easement in an 877.6 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being a portion of Lot Three (3) Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, and being more particularly described on Exhibit "E" attached hereto; hereinafter called "Property E".

1.2 This Contract by BUYER to purchase PROPERTY "A" - PROPERTY "E" is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

1.3 BUYER has requested Brazos County Abstract Company furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLERS of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case the earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further rights or obligations under this Contract.

1.4 (a) The City of College Station, Texas, at its expense, will provide a survey of PROPERTY "A" - PROPERTY "E", showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY "A" - PROPERTY "E" onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLERS of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or are unwilling to cure

same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case any earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further rights or obligations under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company.

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

1.6 The sale of PROPERTY "B" and "D" shall be made by Public Access, Public Utility and Landscape Easement from SELLERS to BUYER in the form prepared by BUYER attached hereto as Exhibit "F"; the sale of PROPERTY "A" and "C" shall be made by Temporary Construction Easement from SELLERS to BUYER in the form attached as Exhibit "G" and the sale of PROPERTY "E" shall be made by Public Utility Easement from SELLERS TO BUYER in the form prepared by BUYER attached hereto as Exhibit "H".

## ARTICLE II PURCHASE PRICE

2.1 The purchase price for PROPERTY "A" - PROPERTY "E" shall be the sum of EIGHTY-SEVEN THOUSAND NINE HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$87,978.00). The purchase price for PROPERTY "A" - PROPERTY "E" shall be payable in full at closing.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLERS hereby represent and warrant to BUYER that to the actual knowledge of Max Mertz, without independent inquiry or investigation, as follows:

(a) SELLERS have the full right, power, and authority to enter into and perform their obligations under this Contract.

Page 3

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

*O:\Projects\Church Avenue Phase II\Board of Trustees of the Texas Conference of the United Methodist Church\Real Estate Contract - 5 Tracts Amended.doc*

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

(c) SELLERS have no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting PROPERTY "A" - PROPERTY "E" or any part thereof. SELLERS have no actual knowledge of any such proceedings or assessments contemplated by any governmental entity, other than the City of College Station.

(d) SELLERS have no actual knowledge that SELLERS have not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to PROPERTY "A" - PROPERTY "E" or any part thereof.

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

(f) SELLERS have no knowledge that PROPERTY "A" - PROPERTY "E" contains any environmental hazard not shown on the environmental assessment provided by SELLERS to BUYER.

(g) SELLERS are not "foreign persons" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLERS are not non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates as those terms are defined in the Code and regulations promulgated thereunder).

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

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER

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

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

ARTICLE V  
CLOSING

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

5.2 At the closing, SELLERS shall:

- (a) Deliver to BUYER the duly executed and acknowledged Public Access, Public Utility and Landscape Easement prepared by BUYER and satisfactory to SELLER and SELLER's counsel, conveying good and indefeasible title to the easement estate described in the instrument prepared by BUYER and approved by SELLER and its counsel in PROPERTY "B" and "D", free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLERS on or prior to the closing as provided by Article I of this Contract.
- (b) Deliver to BUYER a duly executed and acknowledged Temporary Construction Easement and satisfactory to SELLER and SELLER's counsel, for PROPERTY "A" and "C", free and clear of any and all liens and encumbrances, except to the Reviewable Exceptions and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Exception, which objection is to be cured by SELLERS on or prior to closing as provided by Article I of this Contract.

- (c) Deliver to BUYER a duly executed and acknowledged Public Utility Easement and satisfactory to SELLER and SELLER'S counsel, for PROPERTY "E", free and clear of any and all liens and encumbrances, except to the Reviewable Exceptions and subject to the BUYER'S election to terminate this Contract in the event BUYER disapproves of any Reviewable Exception, which objection is to be cured by SELLERS on or prior to closing as provided by Article I of this Contract.
- (d) Deliver possession of PROPERTY "A" - PROPERTY "E" to BUYER.
- (e) Deliver to BUYER, at BUYER'S expense, a Title Policy insuring indefeasible title issued by Brazos County Abstract Company, in BUYER'S favor in the full amount of the purchase price, insuring BUYER'S easement interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.
- (f) Pay the SELLERS' expenses and attorney fees.

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

- (a) Pay the balance of the purchase price.
- (b) Pay the escrow fees.
- (c) Prepare, at its cost, the Public Access, Public Utility and Landscape Easements, the Temporary Construction Easements and the Public Utility Easement.
- (d) Pay the title insurance.
- (e) Pay the costs to obtain, deliver and record all documents including releases or partial releases of all liens to be released at closing.
- (f) Pay the BUYER'S expenses or attorney fees.
- (g) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (h) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI  
SPECIAL CONDITIONS

6.1 The Temporary Construction Easement shall terminate upon completion of the Church Avenue, Phase II project, and SELLER shall, immediately upon request record, at its expense, a release in the official records of Brazos County, Texas.

6.2 BUYER will repair damage resulting from BUYER'S construction project on the PROPERTY and regrade and reseed or resod the site to equal or better condition as existed prior to the improvements on the PROPERTY.

ARTICLE VII  
BREACH BY SELLER

7.1 In the event SELLERS fail to fully and timely perform any of its obligations under this Contract or fail to consummate the sale of PROPERTY "A" - PROPERTY "E" for any reason except BUYER's default, BUYER may enforce specific performance of this agreement.

ARTICLE VIII  
BREACH BY BUYER

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

ARTICLE IX  
MISCELLANEOUS

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

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

ATTORNEY FOR SELLERS:

Mr. Chuck Ellison  
302 Holleman Drive East  
College Station, Texas 77840

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

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

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

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

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

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

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

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

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

SELLERS:

THE BOARD OF TRUSTEES OF THE TEXAS  
CONFERENCE OF THE UNITED METHODIST  
CHURCH

BY: Elijah A. Stansell Jr.  
Printed Name: Elijah A. Stansell Jr.  
Title: CONFERENCE TREASURER  
Date: 10/9/07

BUYER:

CITY OF COLLEGE STATION

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

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
City Manager

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

\_\_\_\_\_  
Chief Financial Officer

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

Carla H. Robinson  
City Attorney

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

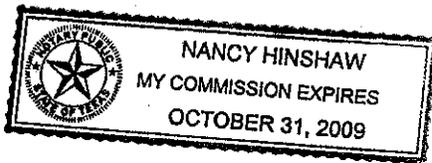
THE STATE OF TEXAS    §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

This instrument was acknowledge 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 behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

THE STATE OF TEXAS    §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

This instrument was acknowledge before me on the 9<sup>th</sup> day of Oct, 2007,  
by Elijah A. Stansell as Conference Treasurer of Texas Annual Conference,  
a United Methodist organization on behalf of said Conference Board of Trustees.



Nancy Hinshaw  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

**METES AND BOUNDS DESCRIPTION  
OF A  
TEMPORARY CONSTRUCTION EASEMENT  
PORTION OF LOT 3, BLOCK 5  
TAUBER ADDITION  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3, BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE WEST CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF A 30.00 FOOT WIDE ALLEY;

THENCE: S 47° 51' E ALONG THE NORTHEAST LINE OF SAID ALLEY FOR A DISTANCE OF 8.59 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 41° 53' 49" E THROUGH SAID LOT 3 FOR A DISTANCE OF 105.87 FEET TO A POINT;

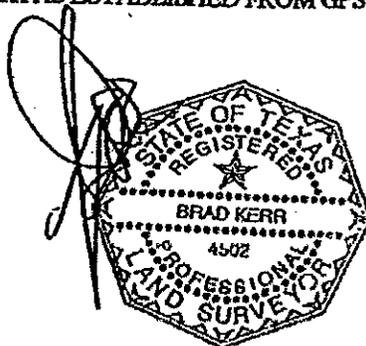
THENCE: N 87° 26' 03" E CONTINUING THROUGH SAID LOT 3 FOR A DISTANCE OF 2.80 FEET TO A POINT;

THENCE: S 41° 53' 49" W CONTINUING THROUGH SAID LOT 3 FOR A DISTANCE OF 107.84 FEET TO A POINT ON THE NORTHEAST LINE OF SAID ALLEY;

THENCE: N 47° 51' 57" W ALONG THE NORTHEAST LINE OF SAID ALLEY FOR A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING CONTAINING 214 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, 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

D:/WORK/MAB/05-293E6T.MAB



REVISED 08-15-06

EXHIBIT "A"



SCALE: 1" = 20'

STASNEY STREET  
50' R.O.W.

CHURCH STREET - 50' R.O.W.

N 87°26'03" E  
2.80'

TEMPORARY CONSTRUCTION  
EASEMENT  
214 SQ. FT.

N 41°53'49" E 105.87'  
S 41°53'49" W 107.84'

LOT 3, BLOCK 5  
TAUBER ADDITION  
PLAT 133/182

S 47°51'57" E  
8.59'  
POINT OF  
BEGINNING

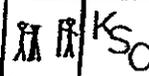
N 47°51'57" W  
2.00'

30' ALLEY



REVISED 08-15-06

SURVEY PLAT  
OF A  
TEMPORARY CONSTRUCTION EASEMENT  
PORTION OF LOT 3, BLOCK 5  
TAUBER ADDITION  
VOLUME 133, PAGE 182  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET  
SURVEY DATE: JULY, 2005  
PLAT DATE: 04-04-06  
JOB NUMBER: 05-293  
CAD NAME: 293E-6T

CR5 FILE: HIGH02 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC  
505 CHURCH STREET, P.O. BOX 269  
COLLEGE STATION, TEXAS 77841  
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL  
2006, FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON  
GRID NORTH AS ESTABLISHED FROM GPS  
OBSERVATION.

**METES AND BOUNDS DESCRIPTION  
OF A  
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT  
PORTION OF LOT 3, BLOCK 5  
TAUBER ADDITION  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3, BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING AT THE NORTH CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHWEST LINE OF STASNEY STREET (50' R.O.W.) AND THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.);**

**THENCE: S 47° 51' 57" E ALONG THE SOUTHWEST LINE OF STASNEY STREET FOR A DISTANCE OF 15.18 FEET TO A POINT;**

**THENCE: S 87° 26' 03" W THROUGH SAID LOT 3 FOR A DISTANCE OF 21.24 FEET TO A POINT ON THE SOUTHEAST LINE OF CHURCH STREET;**

**THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 14.94 FEET TO THE POINT OF BEGINNING CONTAINING 113 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, 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

D:/WORK/MAB/05-293E7.MAB



REVISED 08-15-06



SCALE: 1" = 20'

PUBLIC ACCESS  
PUBLIC UTILITY AND  
LANDSCAPE EASEMENT

POINT OF  
BEGINNING

STASNEY STREET  
50' R.O.W.

N 41°50'31" E  
14.94'

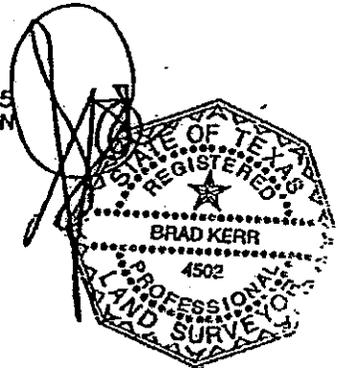
S 47°51'57" E  
15.18'

S 87°26'03" W  
21.24'

CHURCH STREET - 50' R.O.W.

(PROPOSED PUBLIC UTILITY EASEMENT)  
TEMP. CONSTRUCTION EASEMENT 167

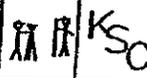
LOT 3, BLOCK 5  
TAUBER ADDITION  
PLAT 133/182



30' ALLEY

REVISED 08-15-08

SURVEY PLAT  
OF A PUBLIC ACCESS, PUBLIC UTILITY  
AND LANDSCAPE EASEMENT  
PORTION OF LOT 3, BLOCK 5  
TAUBER ADDITION  
VOLUME 133, PAGE 182  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET  
SURVEY DATE: JULY, 2005  
PLAT DATE: 04-04-06  
JOB NUMBER: 05-293  
CAD NAME: 293E-7

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC  
505 CHURCH STREET, P.O. BOX 269  
COLLEGE STATION, TEXAS 77841  
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL  
2006, FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON  
GRID NORTH AS ESTABLISHED FROM GPS  
OBSERVATION.

**METES AND BOUNDS DESCRIPTION  
OF A  
TEMPORARY CONSTRUCTION EASEMENT  
PORTION OF "CHURCH LOT", BLOCK 5  
TAUBER ADDITION  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF THE LOT DESIGNATED AS THE "CHURCH LOT", BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE NORTH CORNER OF SAID LOT AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (40' R.O.W.) AND THE SOUTHWEST LINE OF A 30.00 FOOT WIDE ALLEY;

THENCE: S 47° 51' 57" E ALONG THE SOUTHWEST LINE OF SAID ALLEY FOR A DISTANCE OF 19.82 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: S 47° 51' 57" E CONTINUING ALONG THE SOUTHWEST LINE OF SAID ALLEY FOR A DISTANCE OF 3.19 FEET TO A POINT;

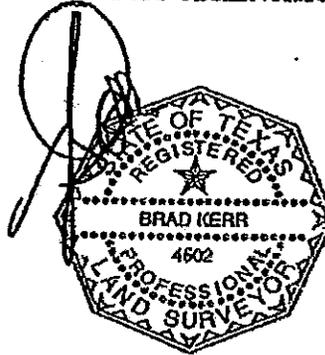
THENCE: S 41° 52' 41" W THROUGH SAID LOT FOR A DISTANCE OF 81.59 FEET TO A POINT;

THENCE: N 47° 10' 53" W CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 3.19 FEET TO A POINT;

THENCE: N 41° 52' 41" E CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 81.55 FEET TO THE POINT OF BEGINNING CONTAINING 260 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, 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

D:/WORK/MAB/05-293E7T.MAB



REVISED 08-15-06

EXHIBIT "C"



SCALE: 1" = 20'

CHURCH STREET - 40'-50' R.O.W.

POINT OF BEGINNING

S 47°51'57" E  
3.19'

S 47°51'57" E  
3.19'

30' ALLEY

(PUBLIC ACCESS, PUBLIC UTILITY &  
LANDSCAPE EASEMENT (NO. 2))

N 41°52'41" E 81.55'

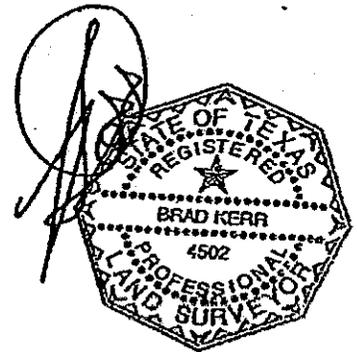
S 41°52'41" W 81.59'

TEMPORARY CONSTRUCTION  
EASEMENT

"CHURCH LOT", BLOCK 5  
TAUBER ADDITION  
PLAT 133/182

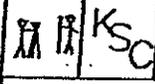
N 47°10'53" W  
3.19'

TAUBER STREET - 40' R.O.W.



REVISED 08-15-06

SURVEY PLAT  
OF A  
TEMPORARY CONSTRUCTION EASEMENT  
PORTION OF BLOCK 5  
TAUBER ADDITION  
VOLUME 133, PAGE 182  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET  
SURVEY DATE: JULY, 2005  
PLAT DATE: 04-04-06  
JOB NUMBER: 05-293  
CAD NAME: 293E-7T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC  
505 CHURCH STREET, P.O. BOX 269  
COLLEGE STATION, TEXAS 77841  
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL  
2006, FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON  
GRID NORTH AS ESTABLISHED FROM GPS  
OBSERVATION.

**METES AND BOUNDS DESCRIPTION  
OF A  
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT  
PORTION OF "CHURCH LOT", BLOCK 5  
TAUBER ADDITION  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF THE LOT DESIGNATED AS THE "CHURCH LOT", BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING AT THE WEST CORNER OF SAID LOT AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (40' R.O.W.) AND THE NORTHEAST LINE OF TAUBER STREET (40' R.O.W.);**

**THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 100.00 FEET TO THE NORTH CORNER OF SAID LOT AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET WITH THE SOUTHWEST LINE OF A 30.00 FOOT WIDE ALLEY;**

**THENCE: S 47° 51' 57" E ALONG THE SOUTHWEST LINE OF SAID ALLEY FOR A DISTANCE OF 19.82 FEET TO A POINT;**

**THENCE: S 41° 52' 41" W THROUGH SAID LOT FOR A DISTANCE OF 81.55 FEET TO A POINT;**

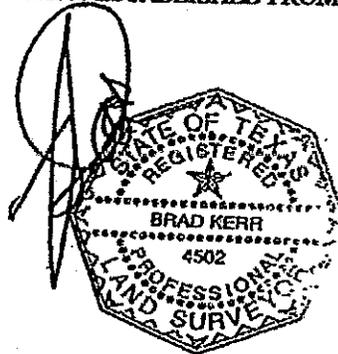
**THENCE: S 47° 10' 23" E CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 3.19 FEET TO A POINT;**

**THENCE: S 42° 12' 10" W CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 18.43 FEET TO A POINT ON THE NORTHEAST LINE OF TAUBER STREET, SAME BEING THE SOUTHWEST LINE OF SAID LOT;**

**THENCE: N 47° 47' 50" W ALONG THE NORTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 22.85 FEET TO THE POINT OF BEGINNING CONTAINING 2037 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, 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

D:/WORK/MAB/05-293E8.MAB



REVISED 08-15-06



SCALE: 1" = 20'

CHURCH STREET -- 40'-50' R.O.W.

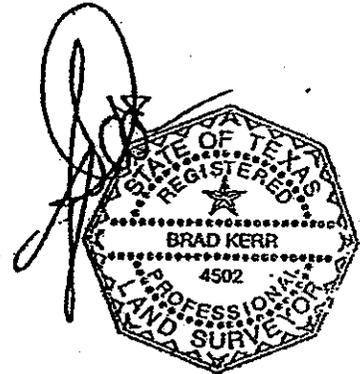
30' ALLEY

PUBLIC ACCESS  
PUBLIC UTILITY AND  
LANDSCAPE EASEMENT

POINT OF  
BEGINNING

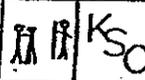
TAUBER STREET -- 40' R.O.W.

"CHURCH LOT", BLOCK 5  
TAUBER ADDITION  
PLAT 133/182



REVISED 08-15-06

**SURVEY PLAT**  
**OF A PUBLIC ACCESS, PUBLIC UTILITY**  
**AND LANDSCAPE EASEMENT**  
**PORTION OF BLOCK 5**  
**TAUBER ADDITION**  
**VOLUME 133, PAGE 182**  
**COLLEGE STATION, BRAZOS COUNTY, TEXAS**



SCALE: 1 INCH = 20 FEET  
SURVEY DATE: JULY, 2005  
PLAT DATE: 04-04-06  
JOB NUMBER: 05-293  
CAD NAME: 293E-8

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC  
505 CHURCH STREET, P.O. BOX 269  
COLLEGE STATION, TEXAS 77841  
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL  
2006, FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON  
GRID NORTH AS ESTABLISHED FROM GPS  
OBSERVATION.

**METES AND BOUNDS DESCRIPTION  
OF A  
PUBLIC UTILITY EASEMENT  
PORTION OF LOT 3, BLOCK 5  
TAUBER ADDITION  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3, BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING AT THE WEST CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF A 30.00 FOOT WIDE ALLEY;**

**THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 97.31 FEET TO A POINT;**

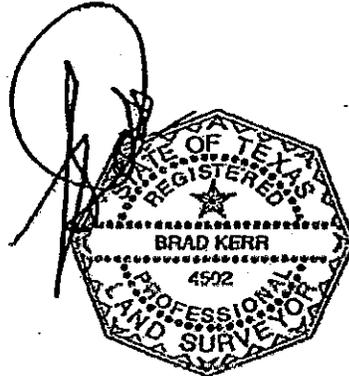
**THENCE: N 87° 26' 03" E THROUGH SAID LOT 3 FOR A DISTANCE OF 12.17 FEET TO A POINT;**

**THENCE: S 41° 53' 49" W CONTINUING THROUGH SAID LOT 3 FOR A DISTANCE OF 105.87 FEET TO A POINT ON THE NORTHEAST LINE OF SAID ALLEY;**

**THENCE: N 47° 51' 57" W ALONG THE NORTHEAST LINE OF SAID ALLEY FOR A DISTANCE OF 8.59 FEET TO THE POINT OF BEGINNING CONTAINING 877.6 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED AUGUST 2006, 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**

D:/WORK/MAB/05-293PUE.MAB





SCALE: 1" = 20'

STASNEY STREET  
50' R.O.W.

N 87°26'03" E  
12.17'

CHURCH STREET - 50' R.O.W.

N 41°50'31" E 97.31'  
PUBLIC UTILITY EASEMENT  
187.76 SQ. FT.

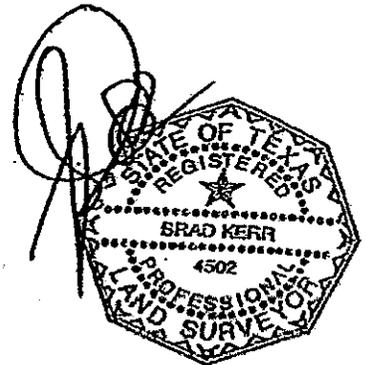
S 41°53'49" W 105.87'

POINT OF BEGINNING

N 47°51'57" W  
8.59'

30' ALLEY

LOT 3, BLOCK 5  
TAUBER ADDITION  
PLAT 133/182



SEE METES AND BOUNDS PREPARED AUGUST, 2006, FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SURVEY PLAT  
OF A  
PUBLIC UTILITY EASEMENT  
PORTION OF LOT 3, BLOCK 5  
TAUBER ADDITION  
VOLUME 133, PAGE 182  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

	SCALE: 1 INCH = 20 FEET SURVEY DATE: JULY, 2005 PLAT DATE: 06-15-06 JOB NUMBER: 05-293 CAD NAME: 293-PUE CRS FILE: HGHLD2 (cont); 05-293 (job) PREPARED BY: KERR SURVEYING, LLC 505 CHURCH STREET, P.O. BOX 289 COLLEGE STATION, TEXAS 77841 PHONE (979) 268-3195
--	--

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

**PUBLIC UTILITY, PUBLIC ACCESS and LANDSCAPE EASEMENT**

**DATE:** \_\_\_\_\_

**GRANTOR:** THE BOARD OF TRUSTEES OF THE TEXAS CONFERENCE  
OF THE UNITED METHODIST CHURCH

**GRANTOR'S MAILING ADDRESS:** 417 University Drive  
(including County) Brazos County  
College Station, Texas 77840

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

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

**CONSIDERATION:** \$10.00 and Other Good and Valuable Consideration

**PROPERTY:**

**EASEMENT A**

All that certain tract or parcel of land containing 113 square feet lying and being situated in College Station, Brazos County, Texas. Said Easement being a portion of Lot Three (3), Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, and being more particularly described on Exhibit "A" attached hereto.

**EASEMENT B**

All that certain tract or parcel of land containing 2037 square feet lying and being situated in College Station, Brazos County, Texas. Said Easement being a portion of "Church Lot" Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, and being more particularly described on Exhibit "B" attached hereto.

This conveyance shall grant the rights herein specified only as to that portion of the above-described property more particularly described on the attached Exhibits "A" and "B", known as the "Easement Area," to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, make improvements to, and remove the following:

1. public accessways including but not limited to pedestrian walkways, sidewalks and bicycle paths;
2. any public improvements or structures as are reasonably necessary for the use of the public accessways, including but not limited to irrigation, benches, kiosks, trash receptacles, signage, emergency call boxes, public art, water features and bicycle racks;

**EXHIBIT "F"**

3. landscaping;
4. electric transmission lines and electric distribution lines and related equipment; water lines and sanitary sewer lines, connecting lines, access facilities and related equipment; storm sewers and collection facilities; television, telephone and communications lines and related equipment; drainage ditches, drainage pipes and all other drainage structures, surface or subsurface and all associated facilities;

upon, over, under and across said Property as described and any ways, streets, roads, or alleys abutting same; and the right to cut, trim, and control the growth of trees and other vegetation within or along the Easement Area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any equipment, accessories, or operations and as may be necessary to prevent possible interference with the operation and maintenance of said equipment, accessories, or operations or to remove possible hazards thereto. It being understood and agreed that any and all equipment or structures placed upon the Easement Area by GRANTEE shall remain the property of GRANTEE.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above-described uses of said surface by GRANTEE, and agrees to lender's subordinations on behalf of GRANTEE.

**EXCEPTIONS:**

All matters contained in the official records of Brazos County and discernable by a visual inspection or Category 1A, Condition I survey.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by through or under GRANTOR, but not otherwise.

THE BOARD OF TRUSTEES OF THE TEXAS  
CONFERENCE OF THE UNITED METHODIST  
CHURCH

By: DO NOT SIGN  
Printed Name: \_\_\_\_\_

APPROVED AS TO FORM  
THIS DOCUMENT MAY NOT  
BE CHANGED WITHOUT  
RE-SUBMISSION FOR APPROVAL.

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



## TEMPORARY CONSTRUCTION EASEMENT

**DATE:** \_\_\_\_\_

**GRANTOR:** THE BOARD OF TRUSTEES OF THE TEXAS CONFERENCE OF THE UNITED METHODIST CHURCH

**GRANTOR'S MAILING ADDRESS:** 417 University Drive  
College Station, Texas 77840

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

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

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

**PROPERTY:**

1. Temporary Construction Easement in a 214 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being a portion of Lot Three (3), Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, Texas, and being more particularly described on Exhibit "A" attached hereto.
2. Temporary Construction Easement in a 260 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being designated as the "Church Lot", Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, and being more particularly described on Exhibit "B" attached hereto.

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described by metes and bounds description in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, also known as the "Construction Area," which area is necessary for the street improvements to pedestrian and vehicular traffic located adjacent thereto, and also reflected in Exhibits "A" and "B".

It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

It is further understood and agreed that the construction easement shall exist from the date construction begins on this project until completion of the project, an undetermined time.

It is also agreed that the expiration of this Construction Easement shall not affect the GRANTEE's right to utilize the permanent easement area as set out in Exhibits "A" and "B" attached hereto, made a part hereof for all purposes, and reserved in a separate easement document. There shall be no merger of GRANTEE's permanent easement and the rights granted herein for this additional easement area.

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

GRANTEE expressly agrees to return the construction easement area to its original condition, or better condition.

EXHIBIT "G"

It is expressly understood that GRANTOR or future owners of this property reserve the right to use this Construction Easement for all purposes which do not interfere with or prevent its use by the GRANTEE.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its administrators, successors and assigns, forever, and GRANTOR does hereby bind themselves, their heirs and administrators, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its administrators, successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by through or under GRANTOR, but not otherwise.

THE BOARD OF TRUSTEES OF THE TEXAS  
CONFERENCE OF THE UNITED METHODIST  
CHURCH

**DO NOT SIGN AT THIS TIME**

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

PRINTED NAME: \_\_\_\_\_

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

**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

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

**PUBLIC UTILITY EASEMENT**

**DATE:** \_\_\_\_\_

**GRANTOR:** THE BOARD OF TRUSTEES OF THE TEXAS CONFERENCE OF THE UNITED METHODIST CHURCH

**GRANTOR'S MAILING ADDRESS:** 417 University Drive  
Brazos County  
College Station, Texas 77840

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

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

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

**PROPERTY:**

Public Utility Easement in an 877.6 square foot tract or parcel of land lying and being situated in College Station, Brazos County, Texas. Said Easement being a portion of Lot Three (3) Block Five (5), TAUBER ADDITION, according to the plat recorded in Volume 133, Page 182 of the Deed Records of Brazos County, and being more particularly described on Exhibit "A" attached hereto.

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "easement area," to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

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

EXHIBIT "H"

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the easement area or on adjoining property of Grantor, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

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

**RESERVATIONS AND RESTRICTIONS:**

All matters contained in the official records of Brazos County, Texas, or discernable by a visual inspection or Category 1A, Condition I survey.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by through or under GRANTOR, but not otherwise.

THE BOARD OF TRUSTEES OF THE TEXAS  
CONFERENCE OF THE UNITED METHODIST  
CHURCH

**DO NOT SIGN AT THIS TIME**

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

**APPROVED AS TO FORM  
THIS DOCUMENT MAY NOT  
BE CHANGED WITHOUT  
RE-SUBMISSION FOR APPROVAL.**

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

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

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

**October 25, 2007**  
**Consent Agenda Item 2L**  
**Manuel Drive – Streets Oversize Participation Request**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion for Oversize Participation (OP) for Manuel Street extension in The Lofts, Wolf Pen Creek Subdivision being made per City Code of Ordinances, Chapter 9, Subdivision Regulations, Section 9, Responsibility for Payment for Installation Costs, 9-A Oversized Participation for a total requested City participation of \$22,013.88.

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

**Summary:** The City required that the developer of The Lofts extend Manuel Street a Minor Collector Street in accordance with the Thoroughfare Plan. The developer's engineer demonstrated that a smaller local street is adequate to meet the needs for the developer's specific development. This oversized participation request is the construction cost difference for upsizing a local street to a minor collector street for a 312 linear foot section.

**Budget & Financial Summary:** Funds for this request are budgeted in the Streets Capital Improvement Project Fund as part of the Streets Oversize Participation project (ST0519). \$540,000 is budgeted in FY07 for Oversize Participation projects. To date, no FY07 Streets Oversize Participation funds have been expended or committed. This contract is for \$22,013.88.

**Attachments:**

1. Oversize Participation Agreement
2. Vicinity Map
3. Street Extension Location Map
4. Exhibit A – Plat
5. Exhibit B – Engineer's Estimate and Request Letter

## OVERSIZE PARTICIPATION AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and **APSHV – Wolf Pen, LP**, a Texas limited partnership (hereinafter "OWNER").

WHEREAS, OWNER owned, subdivided, platted and is developing property within the City of College Station, more particularly described as The Lofts – Wolf Pen Creek Subdivision, College Station, Brazos County, Texas (hereinafter "Property") as depicted and described on the Final plat approved by the Planning and Zoning Commission on September 20, 2007, a copy of which is attached hereto as **Exhibit A**; and

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

WHEREAS, CITY's Thoroughfare Plan requires a minor collector street with 37 foot pavement width; and

WHEREAS, OWNER has requested that CITY cost participate in street improvements; and

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

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

### I. DEFINITIONS

**1.1 Approved Plans** means the plans and specifications that meet the requirements of this Oversize Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station Development Services Department, the City Engineer.

**1.2 CITY or College Station** means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77840.

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

*C:\Documents and Settings\rhusmann\Local Settings\Temporary Internet Files\Content.Outlook\KH8K2BRH\Revised OP Agreement.doc*

**1.3 Certificate of Acceptance:** A certificate issued by the City Engineer stating that the construction conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

**1.4 Certificate of Completion/Compliance.** As defined in Section 1702 of the INTERNATIONAL BUILDING CODE, 2000 Edition, as adopted and amended by the City Council of the City of College Station, a certificate stating that work was done in compliance with approved construction documents/Approved Plans.

**1.5 Effective Date.** The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

**1.6 Final Completion.** The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the OWNER, Certificates of Completion and Acceptance have been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and OWNER has fully performed any other requirements contained herein.

**1.7 OWNER** means APSHV – Wolf Pen, LP, a Texas corporation whose principal office is located at 5151 San Felipe, Suite 2050, Houston, Texas 77056.

**1.8 Property** means The Lofts – Wolf Pen Creek Subdivision, College Station, Brazos County, Texas, as depicted and described on the final plat approved by the Planning and Zoning Commission on September 20, 2007, a copy of which is attached hereto as **Exhibit A**.

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

## **II. OVERSIZE COST PARTICIATION**

**2.1** CITY agrees to cost participate to oversize the improvements as follows:

1. The difference between the construction of a 38 foot pavement width minor collector street and a 27 foot pavement width local street for an approximate 300 linear foot section.

**2.2** The total cost of the project is \$137,015.78. CITY agrees to cost participate with OWNER for the actual construction cost not to exceed 6.22% or \$22,013.88 of the specified improvements, whichever is less. If CITY's participation exceeds 30% of the Project, then the Project must be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended. If CITY participation exceeds 30% of the Project, CITY shall be responsible for advertising and obtaining bids or negotiating proposals for the construction of

the Project. OWNER shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

**2.3** OWNER's engineer's detailed cost estimate of the improvements is attached hereto and incorporated herein as **Exhibit B**.

**2.4** This Agreement and payments made hereunder are contingent upon but not limited to each of following terms and conditions:

- (1) the Final Completion of the improvements in accordance with the Approved Plans;
- (2) issuance of Letter of Completion and Acceptance for public infrastructure;
- (3) OWNER's compliance with all CITY Codes, Ordinances and standards relating to the Property and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by general warranty deed;
- (5) a current title report as of the date of land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY.

**2.5 Oversize Participation Payment.** OWNER shall submit the written application for oversize participation payment within thirty (30) days after Final Completion or OWNER shall be ineligible to receive the oversize participation payment specified in this Agreement and CITY's obligation to cost participate shall terminate without any liability. Applications may not be submitted prior to Final Completion.

**2.6** CITY will pay oversize participation funds in one payment within thirty (30) days after receipt of a complete written application for oversize payment from OWNER.

**2.7 Reports, books and other records.** OWNER shall make its books and other records related to the project available for inspection by CITY. OWNER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for oversize participation eligibility including but not limited to bid documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit B** of this Agreement. The submission of these reports and information shall be the responsibility of OWNER and shall be certified by OWNER's Licensed Professional Engineer at OWNER's expense and signed by an authorized official of the entity.

### **III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE**

**CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.**

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

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

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

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

#### **IV. PROJECT AND CONSTRUCTION**

**4.1 Right to Inspect the Work.** CITY may inspect the improvements for compliance with the Approved Plans during construction. In the event that it is determined by CITY that any of the work or materials furnished is not in strict accordance with the Approved Plans, CITY may withhold funds until the nonconforming work conforms to the Approved Plans or terminate this Agreement at CITY's election without any further liability.

**4.2 Independent Contractor.** OWNER shall be solely responsible for selecting, supervising, and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

The parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used by OWNER in the installation of the specified improvements shall be

the responsibility of OWNER and shall not be deemed employees or agents of CITY for any purpose.

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

**4.4 Affidavit of bills paid.** Prior to the issuance of a Certificate of Acceptance of the improvements, OWNER shall provide CITY a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which OWNER has been notified.

**4.5** This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

**V.  
GUARANTEE OF PERFORMANCE**

**5.1** OWNER shall execute a performance bond for the construction of the improvements to ensure completion of the project and payment of subcontractors. The bonds must be executed by a corporate surety in accordance with CHAPTER 2253, TEXAS GOVERNMENT CODE. The bonds shall be in the total amount of the contract price as approved by CITY.

**VI.  
GENERAL PROVISIONS**

**6.1 Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**6.2 Choice of law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

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

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

**6.5 Notice.** All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

APSHV – Wolf Pen, LP  
Mark Lindley, Sr. Vice President  
5151 San Felipe, Suite 2050,  
Houston, Texas 77056.

City of College Station  
City Engineer  
P. O. Box 9960  
College Station, TX 77842

With copies to:  
City Attorney and City Manager  
1101 Texas Avenue  
College Station, TX 77842

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

**6.6 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by OWNER without the prior written approval of the CITY.

**6.7 Default.** In the event of a breach of this Agreement by OWNER, CITY may terminate this Agreement and exercise any and all legal remedies available to it.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APSHV – Wolf Pen, LP  
A Texas limited partnership

CITY OF COLLEGE STATION

BY: APGP – Wolf Pen, Inc  
A Texas Corporation  
Its General Partner

  
\_\_\_\_\_  
Steve Spessard, President

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

\_\_\_\_\_  
City Manager

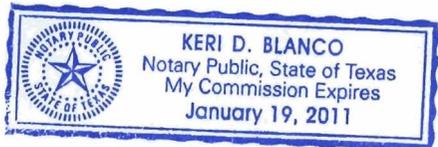
Angela M. DeLuca  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Chief Financial Officer

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF HARRIS    )    ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Steve Spessard as President of APGP - Wolf Pen, Inc. a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 5<sup>th</sup> day of Oct., 2007.



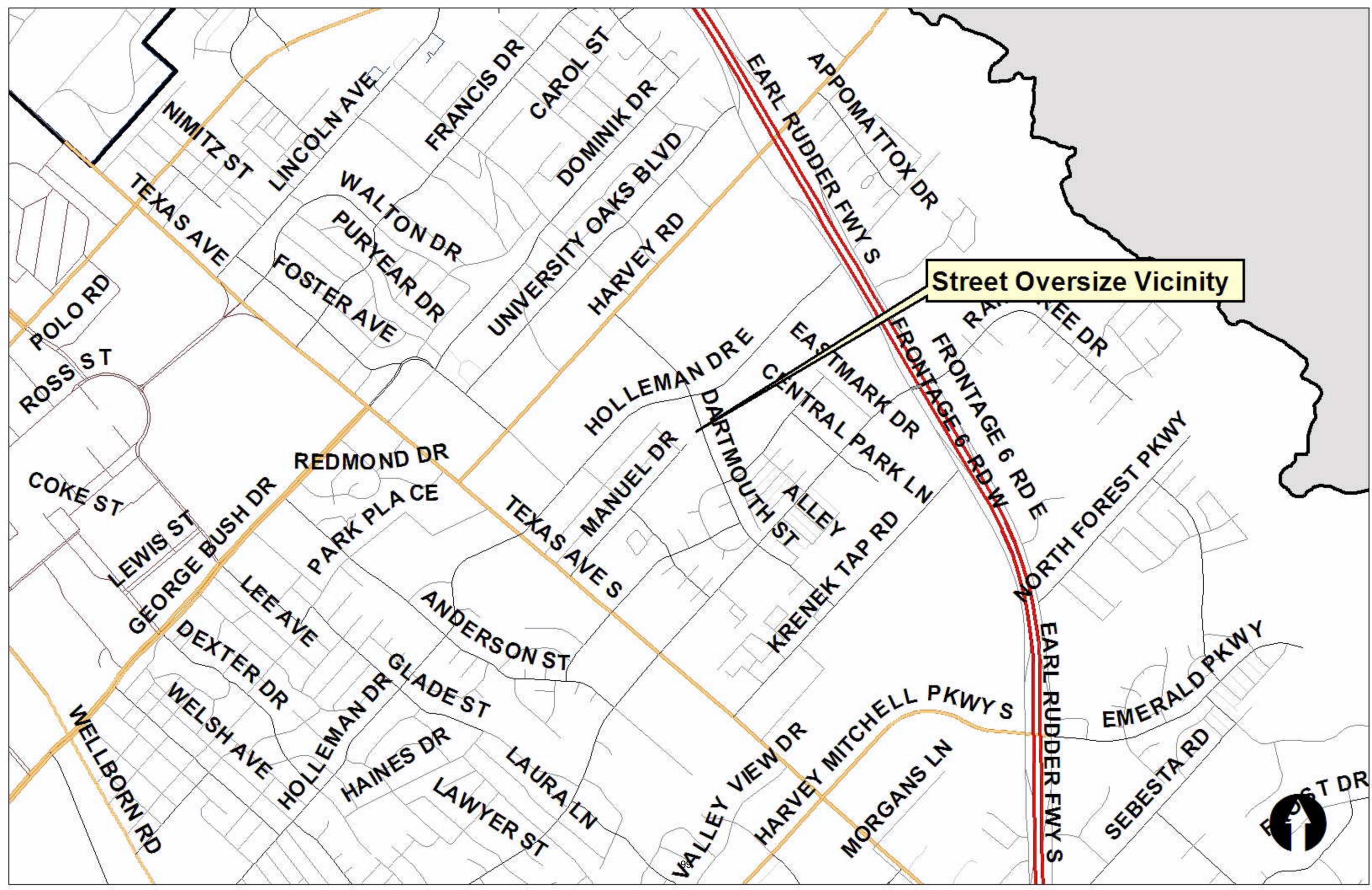
Keri D. Blanco  
\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF BRAZOS    )        ACKNOWLEDGMENT

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas



Street Oversize Vicinity



HOLLEMAN DR E

DARTMOUTH ST

RICHARDS ST

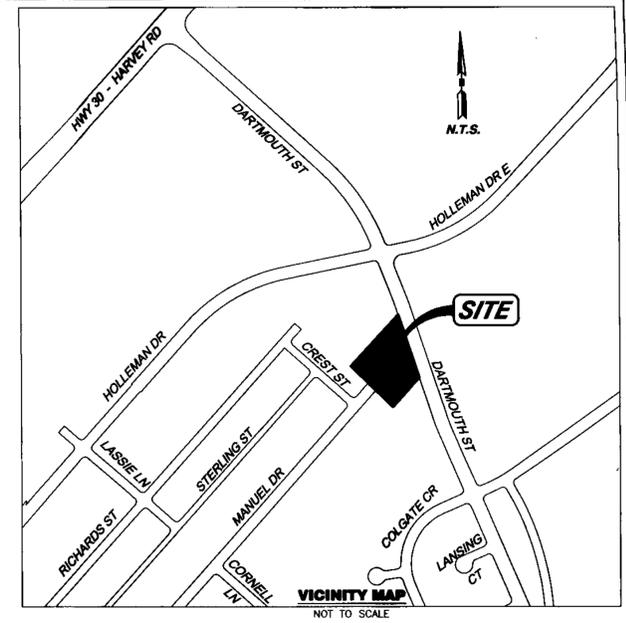
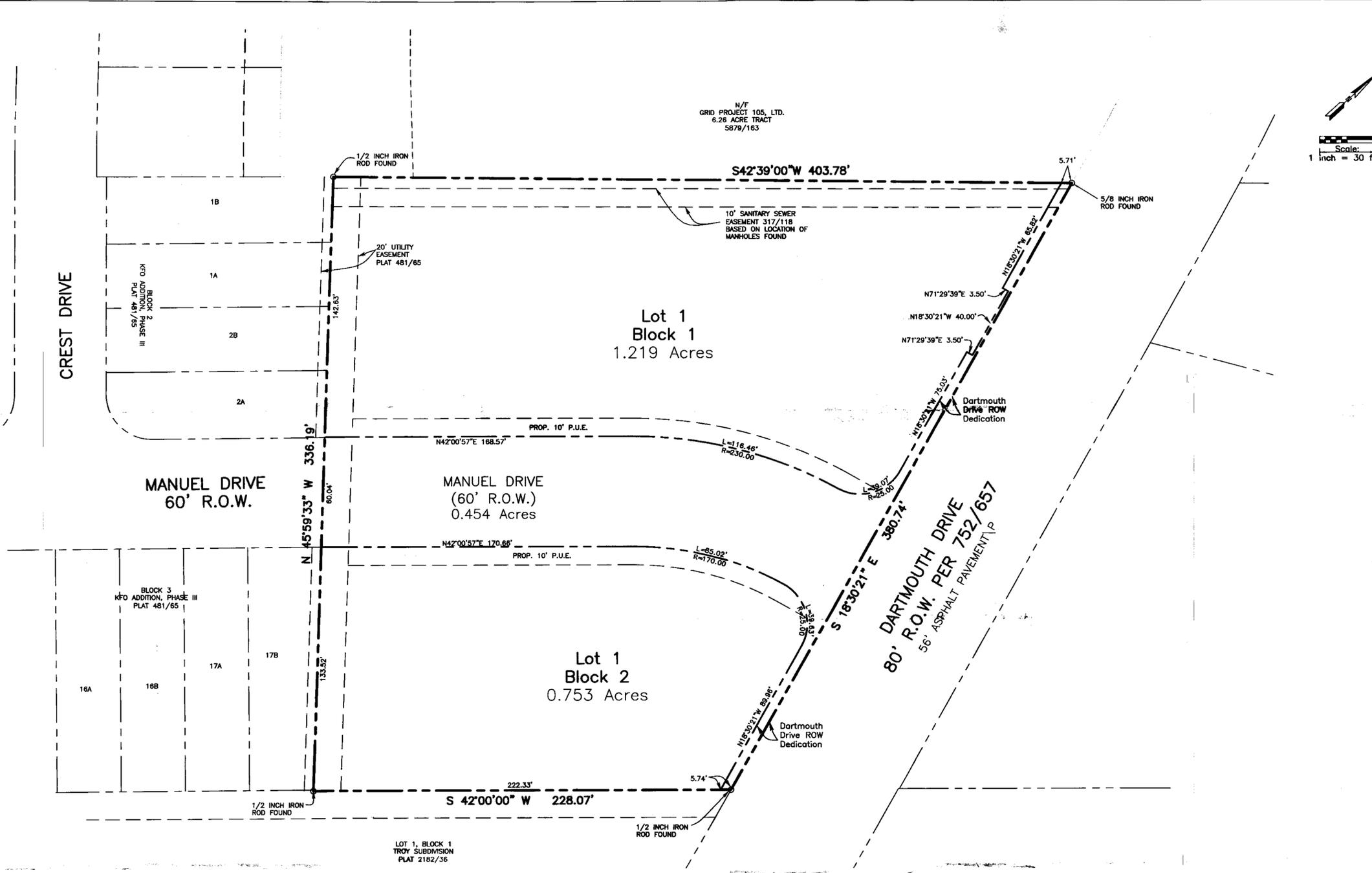
STERLING ST

CREST ST

MANUEL DR

Manuel Dr Extension





- GENERAL NOTES:**
1. NUMBER OF LOTS AND BLOCKS: 1 LOT, 2 BLOCKS ZONED "WPC".
  2. AVERAGE ACREAGE PER LOT: 0.9725 ACRES
  3. BASIS OF BEARINGS ARE TEXAS STATE PLANE, CENTRAL ZONE, NAD-83 DATUM, BASED ON CITY OF COLLEGE STATION 1994 GPS CONTROL MONUMENT.
  4. ELEVATIONS ARE NGVD-29 DATUM, BASED ON CITY OF COLLEGE STATION GPS CONTROL MONUMENT NO. 127, NEAR ACADEMY SPORTING GOODS ON HIGHWAY 6 (ELEV. = 259.08)
  5. THE PROPOSED LAND USE FOR THIS PROPERTY IS MULTIFAMILY.
  6. CENTERLINE RADIUS OF MANUEL DRIVE = 200'
  7. NO PORTION OF THIS SITE LIES WITHIN THE 100 YEAR FLOODPLAIN PER FEMA MAP PANEL 48041C0144 C DATED JULY 1992 AND REVISED TO REFLECT LOMR DATED JULY 10, 2000.

**CERTIFICATE OF SURVEYOR**

I, Brad Kerr, Registered Public Surveyor No. 4502, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Brad Kerr, R.P.L.S. No. 4502

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF TEXAS  
COUNTY OF BRAZOS  
I, \_\_\_\_\_, owner and developer of the land shown on this plat, and designated herein as Lot 1, Blk 1 & Lot 1, Block 2 of the The Lofts - Wolf Pen Creek Subdivision in the City of College Station, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places thereon shown for the purpose and consideration therein expressed.

Owner

STATE OF TEXAS  
COUNTY OF BRAZOS  
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Notary Public, Brazos County, Texas

**CERTIFICATE OF THE COUNTY CLERK**

STATE OF TEXAS  
COUNTY OF BRAZOS  
I, Karen McQueen, County Clerk, in and for said county, do hereby certify that this plat together with its certificates of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, in the Official Public Records of Brazos County, Texas, in Volume \_\_\_\_\_ Page \_\_\_\_\_

*Witness my hand*

County Clerk  
Brazos County, Texas

**CERTIFICATE OF CITY ENGINEER**

I, \_\_\_\_\_, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

City Engineer  
City of College Station

**APPROVAL OF PLANNING AND ZONING COMMISSION**

I, \_\_\_\_\_, Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Chairman

**FINAL PLAT**

**LOT 1, BLOCK 1 & LOT 1, BLOCK 2**  
**THE LOFTS - WOLF PEN CREEK**  
**2.424 Acres**

FINAL PLAT  
PREPARED AND SUBMITTED  
AUGUST 2007

COLLEGE STATION  
Brazos County, Texas

<p><b>OWNER:</b> ASSET PLUS CORPORATION c/o MARK LINDLEY 5151 SAN FELIPE, SUITE 2050 HOUSTON, TEXAS 77056</p>	<p><b>ENGINEER:</b> Mitchell &amp; Morgan, L.L.P. 511 University Dr. E, Ste. 204 College Station, TX 77840 Phone (979) 260-6963 Fax (979) 260-3564</p>	<p><b>SURVEYOR:</b> BRAD KERR KERR SURVEYING 505 CHURCH AVENUE COLLEGE STATION, TX 77840 (979) 268-3195</p>
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07-201  
9-4-07  
9:50 AC

10.05.07  
4:17  
RS



**IPS Group**  
Planning Solutions

October 4, 2007

**Alan Gibbs, P.E., Acting City Engineer**  
City of College Station, Development Services  
1101 Texas Avenue South  
College Station, Texas 77842

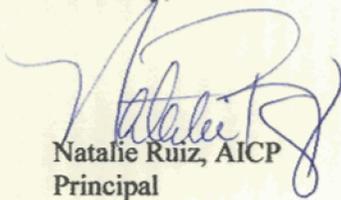
**Re: Oversize Participation request for Manuel Drive – The Lofts, Wolf Pen Creek.**

Dear Alan,

Attached please find our calculations for the oversize participation request of \$22,013.88. As previously discussed, the additional 10' of right-of-way required by the City will be handled through a purchase agreement in the amount of \$4,990.57. Thank you for all of your help in resolving this issue and we look forward to finalizing the request at the City Council meeting on Thursday, October 25, 2007.

Please do not hesitate to call me at (979) 846-9259 if you have any questions.

Sincerely,



Natalie Ruiz, AICP  
Principal

*Attachment: Engineer's Estimate for the Manuel Drive Extension*

**Manuel Drive Extension Engineer's Estimate**  
October 2007

**REQUESTED PUBLIC INFRASTRUCTURE - 38' ROAD**

Item	Description	Unit	Quantity	Unit Cost	Amount
<b>GENERAL ITEMS</b>					
1	Prepare Right-of-Way	LS	1	\$ 5,269.84	\$ 5,269.84
2	Mobilization	LS	1	\$ 10,539.88	\$ 10,539.88
3	Cellulose Fiber Mulch Seeding	SY	336	\$ 0.50	\$ 168.00
4	Erosion & Sediment Control	LS	1	\$ 4,000.00	\$ 4,000.00
				<b>Subtotal</b>	<b>\$ 19,977.51</b>
<b>PAVEMENT ITEMS</b>					
5	6" Lime Treated Subgrade	SY	2315	\$ 2.25	\$ 5,208.75
6	6" Reinforced Concrete Paving (4000 psi)	SY	1385	\$ 40.00	\$ 55,400.00
7	Wheelchair Ramps	EA	2	\$ 700.00	\$ 1,400.00
8	4" Reinforced Concrete Sidewalk - 6' Wide	SF	3930	\$ 5.00	\$ 19,650.00
				<b>Subtotal</b>	<b>\$ 81,658.75</b>
<b>STORMSEWER ITEMS</b>					
9	24" RCP (Class III) in Non-Structural Backfill	LF	32	\$ 40.00	\$ 1,280.00
10	Standard Junction Box	EA	1	\$ 3,500.00	\$ 3,500.00
11	Standard 5' Recessed Inlet	EA	1	\$ 2,000.00	\$ 2,000.00
				<b>Subtotal</b>	<b>\$ 6,780.00</b>
<b>ELECTRICAL ITEMS</b>					
12	Street Light Foundation	EA	4	\$ 300.00	\$ 1,200.00
13	Street Light Conduit-2" Grey PVC	LF	318	\$ 5.00	\$ 1,590.00
14	Street Light - Cobra Head Bronze	EA	4	\$ 2,500.00	\$ 10,000.00
				<b>Subtotal</b>	<b>\$ 12,790.00</b>
				<b>15% Contingency</b>	<b>\$ 15,809.51</b>
				<b>TOTAL</b>	<b>\$ 137,015.78</b>

**REQUIRED PUBLIC INFRASTRUCTURE - 27' ROAD**

Item	Description	Unit	Quantity	Unit Cost	Amount
<b>GENERAL ITEMS</b>					
1	Prepare Right-of-Way	LS	1	\$ 4,423.15	\$ 4,423.15
2	Mobilization	LS	1	\$ 8,846.30	\$ 8,846.30
3	Cellulose Fiber Mulch Seeding	SY	336	\$ 0.50	\$ 168.00
4	Erosion & Sediment Control	LS	1	\$ 4,000.00	\$ 4,000.00
				<b>Subtotal</b>	<b>\$ 17,437.45</b>
<b>PAVEMENT ITEMS</b>					
5	6" Lime Treated Subgrade	SY	1900	\$ 2.25	\$ 4,275.00
6	6" Reinforced Concrete Paving (4000 psi)	SY	985	\$ 40.00	\$ 39,400.00
7	Wheelchair Ramps	EA	2	\$ 700.00	\$ 1,400.00
8	4" Reinforced Concrete Sidewalk - 6' Wide	SF	3930	\$ 5.00	\$ 19,650.00
				<b>Subtotal</b>	<b>\$ 64,725.00</b>
<b>STORMSEWER ITEMS</b>					
9	24" RCP (Class III) in Non-Structural Backfill	LF	32	\$ 40.00	\$ 1,280.00
10	Standard Junction Box	EA	1	\$ 3,500.00	\$ 3,500.00
11	Standard 5' Recessed Inlet	EA	1	\$ 2,000.00	\$ 2,000.00
				<b>Subtotal</b>	<b>\$ 6,780.00</b>
<b>ELECTRICAL ITEMS</b>					
12	Street Light Foundation	EA	4	\$ 300.00	\$ 1,200.00
13	Street Light Conduit-2" Grey PVC	LF	318	\$ 5.00	\$ 1,590.00
14	Street Light - Cobra Head Bronze	EA	4	\$ 2,500.00	\$ 10,000.00
				<b>Subtotal</b>	<b>\$ 12,790.00</b>
				<b>15% Contingency</b>	<b>\$ 13,269.45</b>
				<b>TOTAL</b>	<b>\$ 115,001.90</b>



*Veronica J.B. Morgan* 10/4/07

Item	Description	Unit	Quantity	Unit Cost	Amount
<b>STREET ITEMS REQUIRED BY CITY</b>					
1	38' Street - TOTAL COST	LS	1	\$ 137,015.78	\$ 137,015.78
				<b>Total</b>	<b>\$ 137,015.78</b>
<b>STREET ITEMS REQUIRED BY DEVELOPMENT</b>					
3	27' Street - TOTAL COST	LS	1	\$ 115,001.90	\$ 115,001.90
				<b>Total</b>	<b>\$ 115,001.90</b>
				<b>30% of Required Costs</b>	<b>\$ 41,104.73</b>
				<b>TOTAL REQUESTED OVERSIZE PARTICIPATION</b>	<b>\$ 22,013.88</b>

**October 25, 2007  
Consent Agenda Item 2m  
2005 Bike Loop Project**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on a resolution awarding the professional services contract (Contract No. 07-269) with Bleyl & Associates in the amount not to exceed \$94,960 for engineering design services for the 2005 Bike Loop Project (ST-0530).

**Recommendation(s):** Staff recommends Council approval of the resolution and award of the professional services contract to Bleyl & Associates.

**Summary:** The 2005 Bike Loop Project is phase III of the College Station Bike Loop Project (ST-9409). The bike path, which will be constructed in part along the maintenance shelf of the Bee Creek Combined Drainage Improvements project, will extend from its terminus in Bee Creek Park following Bee Creek to Texas Ave. The path will then turn north along Texas Ave. and loop around the arboretum near the cemetery property line. The bike loop will be connected in the future to a Texas Avenue crossing, completing the Bike Loop connection between Bee Creek Park and Central Park.

The Longmire Bike and Pedestrian Improvements and Bee Creek bridge crossing will also be designed in conjunction with this project. The improvements to the Longmire corridor and 2818 intersection include curbs, medians, sidewalks, bicycle facilities striping and signage, and pedestrian traffic signals. The bridge across Bee Creek will make the connection between South College Station and the Bike Loop via Longmire.

**Budget & Financial Summary:** Funds in the amount of \$1,012,826 are budgeted and available for the engineering and construction of phase III of the College Station Bike Loop project. This project is funded General Obligation debt and grant funds. Funds for the construction of the Longmire Bike and Pedestrian Improvements and Bee Creek bridge crossing have not yet been budgeted, but the improvements will be engineered in conjunction with phase III of the College Station Bike Loop.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE 2005 BIKE LOOP PROJECT (ST-0530).**

WHEREAS, the City of College Station, Texas, solicited proposals for the engineering services for the 2005 Bike Loop Project; and

WHEREAS, the selection of Bleyl & Associates is being recommended as the most highly qualified provider of the engineering services; now, therefore,

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

PART 1: That the City Council hereby finds that Bleyl & Associates is the most highly qualified provider of the services for the 2005 Bike Loop Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Bleyl & Associates for an amount not to exceed \$94,960.00 for the engineering services related to the 2005 Bike Loop Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund in the amount of \$94,960.00.

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

ADOPTED this 25<sup>th</sup> day of October, A.D. 2007.

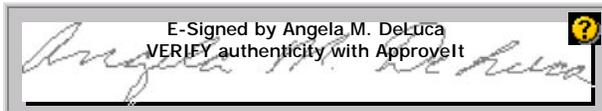
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:



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



**October 25, 2007**  
**Consent Agenda Item 2n**  
**Real Estate Contract for the purchase of land needed for the Carters Creek**  
**Wastewater Treatment Plant**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion approving a Real Estate Contract with Freddie A. Wolters and wife, Mary M. Wolters that will authorize the purchase of land needed for the Wastewater Capital Improvement Project - Carters Creek Wastewater Treatment Plant.

**Recommendation(s):** Staff is recommending that the Real Estate Contract be approved, which will authorize the Mayor to sign the contract and will enable staff to finalize the real estate transaction.

**Summary:** City Council authorized a Resolution Determining Need on June 28, 2007, which authorized staff to negotiate for the purchase of 14.3 acres of land needed for the Wastewater Capital Improvement Project - Carters Creek Wastewater Treatment Plant. The tract of land is located near the end of North Forest Parkway, adjacent to Emerald Forest, Phase 11-A and the Carters Creek Wastewater treatment plant.

The land will be used as buffer space to reduce the potential of sounds and odors between the plant and nearby homes. Other possible uses include sites for a pump station, brackish water well and/ or desalinization facility.

**Budget & Financial Summary:** The purchase price for the property is Eighty Eight Thousand Dollars (\$88,000.00). Closing costs and associated expenses should not exceed an additional Three Thousand Dollars (\$3,000). Funding for this project is available in the Wastewater Capital Improvement Project fund.

**Attachments:**

Project Location Map  
Real Estate Contract

# 14.3 Ac - Wastewater Capital Improvement Project



## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between FREDDIE A. WOLTERS and wife MARY M. WOLTERS (“SELLERS”), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas (“BUYER”), upon the terms and conditions set forth herein.

### ARTICLE I PURCHASE AND SALE

1.1 SELLERS agree to sell and convey in fee simple by General Warranty Deed, and BUYER agrees to purchase and pay for a 14.392 acre tract out of a 18.644 acre tract conveyed to Freddie A. Wolters and wife, Mary M. Wolters, in Volume 5602, Page 61 of the Official Records of Brazos County, Texas, more particularly described by metes and bounds in Exhibit “A” attached hereto and made a part hereof for all purposes (“PROPERTY”), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLERS in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as the “PROPERTY”), together with SELLERS’ interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER’s representatives to this CONTRACT OF SALE.

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

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

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

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

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

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

1.6 The sale of the PROPERTY shall be made by a General Warranty Deed from SELLERS to BUYER in the form prepared by BUYER attached hereto as Exhibit "B".

## ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00). The purchase price shall be payable in full at closing.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLERS hereby represent and warrant to BUYER as follows:

(a) SELLERS have the full right, power, and authority to enter into and perform their obligations under this Contract.

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

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

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

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

Page 3

Contract No. 07-299

O:\Real Estate\Wolters\Real Estate Contract -Wolters.doc  
Rev. 06/19/03

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

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

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

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

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

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

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

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

#### ARTICLE V CLOSING

5.1 The closing shall be held at Brazos County Abstract Company, within forty-five (45) calendar days from the execution and tender of this Contract by BUYER, at such time and date as

SELLERS and BUYER may agree upon (the "closing date"). The City Attorney is authorized to extend the time for closing.

5.2 At the closing, SELLERS shall:

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

(b) Deliver possession of the PROPERTY to BUYER.

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

(d) Pay any and all required property taxes and prorated taxes for the year 2007.

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

(f) Pay the SELLERS' expenses and attorney fees.

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

(a) Pay the balance of the purchase price.

(b) Pay the escrow fees.

(c) Prepare, at its cost, the General Warranty Deed.

(d) Pay the title insurance.

(e) Pay the costs to obtain, deliver and record all documents.

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

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

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

ARTICLE VI  
SPECIAL CONDITIONS

NONE

ARTICLE VII  
BREACH BY SELLER

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

- (a) Enforce specific performance of this agreement; and/or  
(b) Bring suit for damages against SELLERS.

ARTICLE VIII  
BREACH BY BUYER

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

ARTICLE IX  
MISCELLANEOUS

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

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

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Contract No. 07-299

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Rev. 06/19/03

SELLERS: Freddie & Mary Wolters  
8603 Walnut Bend  
College Station, TX 77845

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

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

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

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

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

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

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

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

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

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

SELLERS:

BUYER:

CITY OF COLLEGE STATION

  
FREDDIE A. WOLTERS

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

ATTEST:

  
MARY M. WOLTERS

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

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Chief Financial Officer

  
Carla A. Robinson  
City Attorney

THE STATE OF TEXAS    §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

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

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

THE STATE OF TEXAS    §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS    §

This instrument was acknowledged before me on the 4 day of OCTOBER, 2007,  
by FREDDIE A. WOLTERS and MARY M. WOLTERS.



Mark Edwin McCallife  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Freddie A. Wolters Tract  
14.392 Acres  
Morgan Rector League  
College Station, Texas  
26 July 2007

All that certain tract or parcel of land lying and being situated in the Morgan Rector League, Abstract no. 46, in College Station, Brazos County, Texas, being a part of that 18.644 acre tract conveyed to Freddie A. Wolters and wife, Mary M. Wolters by deed recorded in Volume 5602, Page 61 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set (2005) at the south corner of that 7.685 acre tract conveyed to the City of College Station by deed recorded in Volume 7030, Page 109 of the Official Public Records of Brazos County, Texas, in the northeast line of Emerald Forest Phase 11-B as described by plat recorded in Volume 5711, Page 177 of the Official Public Records of Brazos County, Texas, from where a 5/8" iron rod with a plastic cap stamped "Kerr 4502" was found S 39° 27' 56" E – 2.42 feet at the common corner of Lots 3 and 4 in Block 21 of the said Emerald Forest Phase 11-B.

Thence N 41° 48' 34" E – 228.58 feet along the southeast line of the said 7.685 acre tract to the common corner of the said Wolters 18.644 acre tract and that called 37 acre tract conveyed to Freddie A. Wolters by deed recorded in Volume 207, Page 1 of the Deed Records of Brazos County, Texas, within a 26" oak tree;

Thence S 47° 55' 41" E – 1330.32 feet along the line between the said Wolters 18.644 acre tract and the said Wolters 37 acre tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the east corner of this tract ;

Thence S 41° 02' 37" W – 865.72 feet through the said Wolters 18.644 acre tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said 18.644 acre tract and that 17.847 acre tract conveyed to Philip R. Hemmer and wife, Anne B. Hemmer by deed recorded in Volume 6370, page 165 of the Official Public Records of Brazos County, Texas, from where a 5/8" iron rod with a plastic cap stamped "Kerr 4502" was found S 25° 31' 23" E – 48.49';

EXHIBIT     A

Thence N 25° 31' 23" W – 610.84 feet along the line between the said Wolters 18.644 acre tract and the said Hemmer 17.847 acre tract to a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found in the southeast line of Emerald Forest Phase 11-A according to plat of record in Volume 4580, Page 196 of the Official Public Records of Brazos County, Texas;

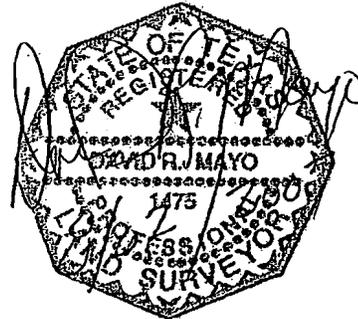
Thence N 72° 44' 56" E – 109.02 feet along the southeast line of the said Emerald Forest Phase 11-A to a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found at an angle point;

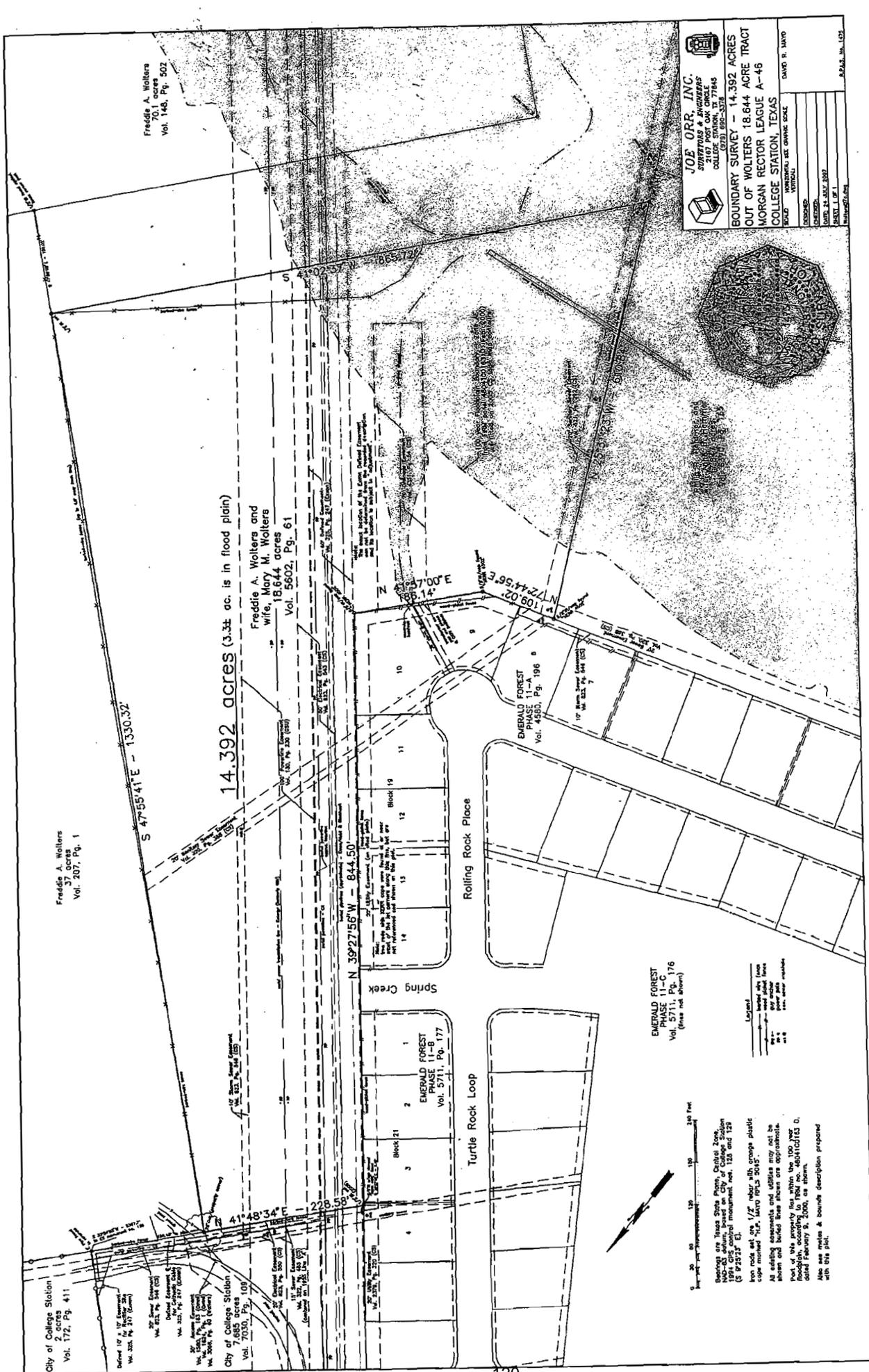
Thence N 41° 57' 00" E -186.14 feet to a 5/8" iron rod with a plastic cap stamped "Kerr 4502" found at the east corner of the said Emerald Forest Phase 11-A;

Thence N 39° 27' 56" W – 844.50 feet along the northeast line of the said Emerald Forest Phase 11-A and Emerald Forest Phase 11-B to the Point of Beginning and containing 14.392 acres of land more or less.

Bearings are Texas State Plane, NAD(83)1986 datum, based on City of College Station GPS control monument nos. 128 and 129 ( S 9° 25' 23" E ).

See survey plat dated July 2007.





Freddie A. Walters  
Vol. 207, Pg. 1

Freddie A. Walters  
Vol. 144, Pg. 502

14.392 acres (3.33 ac. is in flood plain)  
Freddie A. Walters and  
wife, Mary M. Walters  
Vol. 5602, Pg. 61

N 39°27'56"W - 844.50'

Spring Creek

Rolling Rock Place

Turtle Rock Loop

EMERALD FOREST  
PHASE 11-A  
Vol. 4990, Pg. 196

EMERALD FOREST  
PHASE 11-A  
Vol. 5711, Pg. 176  
(area not shown)

Scale: 1" = 200 Feet

Beings are Texas State Public, Official Zone, M&C-20 status, based on City of College Station 13 973737 EL. All existing easements and utilities may not be shown and buried lines shown are approximate. Point of view property just within the 100 year floodplain, occurring 2000, see above. Survey & boundary description prepared with this plan.

Legend:  
 - - - - - Survey Boundary  
 - - - - - Easement  
 - - - - - Utility  
 - - - - - Other

**JOE ORR, INC.**  
 SURVEYING & ENGINEERING  
 COLLEGE STATION, TX 77845  
 (979) 692-3379

BOUNDARY SURVEY - 14.392 ACRES  
 OUT OF WALTERS 18.644 ACRE TRACT  
 MORGAN RECTOR LEAGUE A-45  
 COLLEGE STATION, TEXAS

DATE: 24 JULY 2007  
 SHEET 1 OF 1

DAVID H. WARD  
 STATE REG. NO. 102

**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.**

**EXHIBIT "B"**

**GENERAL WARRANTY DEED**

**DATE:** \_\_\_\_\_

**GRANTOR:**

**GRANTOR'S MAILING ADDRESS:**

(including county)

Brazos County  
College Station, Texas 77845

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

**GRANTEE'S MAILING ADDRESS:**

(including county)

1101 Texas Avenue  
Brazos County  
College Station, Texas 77840

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

**PROPERTY:**

**INSERT PROPERTY DESCRIPTION**

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

None.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's heirs, executors and administrators, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

THE STATE OF TEXAS    )  
  )  
COUNTY OF BRAZOS    )        ACKNOWLEDGMENT

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
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

**October 25, 2007  
Consent Agenda Item 20  
Investment Policy/Strategy Resolution**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, discussion and possible action on a resolution stating that the City Council has reviewed and approved the City's Investment Policy and Investment Strategy.

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

**Summary:** The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

- (1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and
- (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

Staff proposes no changes to the existing investment policy or investment strategy.

**Budget & Financial Summary:** None

**Attachments:**

Investment Policy  
Investment Strategy  
Resolution

# Investment Policy for the City of College Station

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), prescribes that each City is to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

## **I. POLICY**

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all federal, state and local statutes governing the investment of public funds.

## **II. SCOPE**

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds
Trust Funds	

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

## **III. STANDARD OF CARE**

Investments shall be made with the judgement and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for

speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### **IV. OBJECTIVE**

The primary objectives of the City’s investment activities shall be (in order of priority):

##### Safety of Principal

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

##### Liquidity

The City’s investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

##### Yield

The City’s investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City’s risk constraints and the cash flow characteristics of the portfolio.

#### **V. DELEGATION OF INVESTMENT AUTHORITY**

The Chief Financial Officer or his Designee is designated the City’s Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers and reviewing and updating the investment policy annually. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales.

## **VII. CASH FLOW ANALYSIS**

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

## **VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include “primary” or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the National Association of Securities Dealers (NASD).

- Proof of current registration with the State Securities Commission.
- A signed certificate stating they have read the City's investment policy.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Investment Committee.

A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City invests.

## **IX. AUTHORIZED INVESTMENTS**

Acceptable investments under this policy shall be limited to the instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the PFIA, which include:

- A. Obligations of the United States Government, its agencies and instrumentality's
- B. Direct obligations of this state or its agencies and instrumentality's
- C. Certificates of deposit
- D. Repurchase agreements and reverse repurchase agreements
- E. Commercial paper
- F. Mutual funds
- G. Guaranteed investment contracts
- H. Investment pools

## **X. SECURITY PURCHASES/TRADES**

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. New securities still in syndicate and priced at par may be purchased without competitive offers.

## **XI. COLLATERALIZATION**

Collateralization will be required on two types of investments: certificates of deposit and repurchase (and reverse repurchase) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest.

The City chooses to limit collateral to the following:

- Obligations of the United States Government, its agencies and instrumentality's, and government sponsored enterprises.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

## **XII. SAFEKEEPING AND CUSTODY**

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a Delivery-Versus-Payment (DVP) basis, with the exception of investment pool funds and mutual funds. Securities will be held by a third party custodian designated by the Investment Officer and evidenced by safekeeping receipts.

## **XIII. DIVERSIFICATION**

With the exception of U.S. Treasury securities and authorized pools, no more than 30% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Additionally, total Federal Agency securities will not exceed 70% of the total portfolio.

## **XIV. MAXIMUM MATURITIES**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

## **XV. INTERNAL CONTROL**

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

## **XVI. PERFORMANCE STANDARDS**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

Given the passive investment strategy of the City, the benchmark to be used by the Investment officer to determine whether market yields are being achieved shall be the U.S. Treasury with a maturity that most closely matches the portfolios dollar-weighted average maturity.

## **XVII. REPORTING**

The Investment Officer shall provide to the City Council quarterly investment reports that provide a clear picture of the status of the current investment portfolio. The management report should include:

- Comments on the fixed income markets and economic conditions.
- Discussion regarding restrictions on percentage of investment by categories.
- Possible changes in the portfolio structure going forward and thoughts on investment strategies.

Schedules in the quarterly report should include the following:

- A listing of individual securities held at the end of the reporting period.
- Average life and final maturity of all investments listed.
- Coupon, discount or earnings rate.
- Par value, Amortized Book Value and Market Value.
- Percentage of the Portfolio Represented by each investment category.

The report prepared by the Investment Officer in compliance with this section shall be formally reviewed by an independent auditor as provided under Section XV of this policy.

## **XVIII. INVESTMENT TRAINING**

The Chief Financial Officer and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;

- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session once every two years and receive not less than 10 hours of training from an independent source approved by the governing board or a designated investment committee.

**XIX. INVESTMENT POLICY ADOPTION**

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

# Investment Strategy for the City of College Station

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. Suitability - Any investment allowed under the Investment Policy is suitable.
2. Preservation and Safety of Principal - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. Liquidity - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. Marketability - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. Diversification - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. Yield - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY AND INVESTMENT STRATEGY FOR FISCAL YEAR 2008 AND AUTHORIZING ITS IMPLEMENTATION.

WHEREAS, the goal of the City of College Station is to create an Investment Policy to insure the safety of all funds entrusted to the City, while making available those funds for the payment of all necessary obligations of the City, and providing for the investment of all funds not immediately required in interest bearing securities; and

WHEREAS, the safety of the principal invested shall always be the primary concern of the City of College Station; and

WHEREAS, the management of monies in order to insure maximum cash availability and maximum yields on a short term investment is a primary goal of the City of College Station; and

WHEREAS, the Investment Policy for Fiscal Year 2008 designates the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy FOR Fiscal Year 2008 contains the City's Collateral Policy as required pursuant to Texas Government Code, Chapter 2257.

WHEREAS, the City Council of the City of College Station has reviewed the City's Investment Policy for Fiscal year 2008 and the City's Investment Strategy for the Fiscal Year 2008; 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 City's Investment Policy and the Investment Strategy for Fiscal Year 2008.

PART 2: That the City Council hereby approves the designation of the Chief Financial Officer or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

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

**October 25, 2007**  
**Consent Agenda Item 2p**  
**Authorize Animal Shelter Expenditures**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion to authorize expenditures for the Brazos Animal Shelter in the amount of \$65,334.

**Recommendation(s):** Staff recommends approval of the funding in the amount of \$65,334 to the Brazos Animal Shelter.

**Summary:** On September 13, 2007 Council approved the FY08 proposed budget which included funding for the Brazos Animal Shelter. The allocation for this funding is based on an Interlocal Agreement originally approved on October 22, 1991 and amended July 27, 1999. On September 13, 2001, the Council approved another amendment to the Interlocal Agreement providing for the extension of a lease with the City of Bryan.

**Budget & Financial Summary:** Funds are available and budgeted in the General Fund, Police Department Budget. Payments are made in equal installments, monthly.

The \$65,334 is the same that has been paid in each of the last 2 years to the Brazos Animal Shelter.

**Attachments:** none

**October 25, 2007**  
**Consent Agenda Item 2Q**  
**Budget Approval and Funding Agreement With the George Bush Presidential**  
**Library Foundation**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, discussion and possible action on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY08 in the amount of \$100,000.

**Recommendation(s):** Staff recommends approval of the George Bush Presidential Library Foundation budget and the funding agreement for FY08.

**Summary:** As part of the 2007-2008 budget process the City Council approved funding for the George Bush Presidential Library Foundation in the amount of \$100,000.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2007-2008 Hotel Tax Fund Budget. A total of \$100,000 is to be used for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station. State law requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax.

**Attachments:**

1. George Bush Presidential Library Foundation budget
2. George Bush Presidential Library Foundation Funding Agreement

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT  
AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the “City”), and the The George Bush Presidential Library Foundation, d.b.a Bush Presidential Library Foundation, a Texas Non-Profit Corporation (hereinafter referred to as the “Agency”):

WHEREAS, TEXAS TAX CODE §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, TEXAS TAX CODE §351.101(a) authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, TEXAS TAX CODE §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I  
DEFINITIONS**

1.1 The term “Agency” shall mean the The George Bush Presidential Library Foundation, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 The term “City” shall mean the City of College Station, in the County of Brazos, and the State of Texas.

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1.3 The term “Contract Quarter” shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup>, and September 30<sup>th</sup>, of each contract year.

1.4 The term “Event” shall include any and all banquets, ceremonial dinners, promotional programs, or other public or private event hosted by Agency.

1.5 The term “Financial Activity Report” shall mean a quarterly report which includes a summary of Agency’s revenues and expenditures, and a summary of Agency’s assets and liabilities to be submitted to the City on the sample forms attached herein as Exhibit A or in a form agreed upon by Agency and City.

1.6 The term “Financial Records” shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.7 The term “Hotel Tax Revenue” shall mean the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

1.8 The term “Narrative Summary of Activity Report” shall mean the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as Exhibit B.

1.9 The term “Performance Measure Report” shall mean the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as Exhibit C.

1.10 The term “Program Report” shall mean a report as required by Texas Tax Code §351.108 listing each of the Agency’s scheduled activity, program, or event that: is directly funded with Hotel Tax Revenue or has its administrative costs funded in whole or in part by the Hotel Tax Revenue and is directly enhancing and promoting tourism and the convention and hotel industry. Such report shall be submitted on the form attached herein as Exhibit D.

## **ARTICLE II. HOTEL TAX REVENUE PAYMENT**

**2.1 Consideration and Payment.** For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), to be paid as follows:

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(a) The total amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) from the City's Hotel Tax Revenue. Payment will be made in four (4) installments of \$25,000.00 each.

2.2 Quarterly payments will be dependent upon the City receiving all reports required herein from the Agency. Quarterly reports are due no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th, of each contract year.)

**2.3 Other limitations regarding consideration.**

(a) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

(b) City may withhold allocations if City determines that expenditures of Agency deviate materially from their approved budget or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE III  
USE OF HOTEL TAX REVENUE**

**3.1 Use of Funds.** For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to manage or supervise the programs and activities funded with Hotel Tax Revenue. Agency further agrees to use such Hotel Tax Revenue for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

- (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or
- (b) located elsewhere in the City of College Station or its vicinity that would be frequented by tourists and convention delegates.

The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City to promote tourism and the convention and hotel industry at no additional cost to the City.

**3.2 Administrative Costs.** The Hotel Tax Revenue received from City by Agency may be spent for Agency's day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promoting of: tourism and the convention and hotel industry and the historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums :

- (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or

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(b) located elsewhere in the City of College Station or its vicinity that would be frequented by tourists and convention delegates.

### **3.3 Specific Restrictions on Use of Funds.**

(a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1 above.

(b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

## **ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS**

### **4.1 Budget.**

(a) Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.

(b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, TEXAS TAX CODE §351.101(a), and in the budget as approved by City.

**4.2 Separate Accounts.** Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

**4.3 Financial Records.** Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

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4.4 Agency shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this agreement. City's right to access Agency's files shall continue during this 5 year period and for as long as the records are retained by Agency.

4.5 Upon written request of the College Station City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that financial records and any other records relating to this Agreement shall be subject to the Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552, as hereafter amended.

**4.6 Program Report.** Agency understands that such report shall be completed in its entirety and the original report shall be submitted to the City prior to any funds being disbursed.

**4.7 Quarterly Reports.**

Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report.
- (b) Narrative Summary of Activity Report.
- (c) Performance Measure Report.

4.8 Agency shall respond promptly to any request from the City Manager of City, or designee, for additional information relating to the activities performed under this Agreement.

4.9 The Financial Activity Report, Narrative Summary of Activity Report and Performance Measure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.10 A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.11 If requested, Agency shall make an annual report and presentation to the City Council.

4.12 The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews.

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**ARTICLE V  
AGENCY BOARD OF DIRECTORS**

5.1 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.2 Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

**ARTICLE VI  
TERM AND TERMINATION**

**6.1 Term.** The term of this Agreement shall commence on October 1, 2007 and terminate at midnight on October 31, 2008. However, the program period shall commence on October 1, 2007 and terminate at midnight on September 30, 2008. Only those expenditures authorized by Chapter 351 of the Texas Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

**6.2 Termination Without Cause.**

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to §6.2(a), City agrees to reimburse Agency for any contractual obligations undertaken by Agency in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(c) Further, upon termination pursuant to §6.2(a), Agency will provide CITY:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax

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Code, and is within the current contractual period approved budget; the budget will be considered approved;

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City;

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period;

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in 3.1 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

**6.3 Automatic Termination.** This Agreement shall automatically terminate upon the occurrence of any of the following events:

(a) The termination of the legal existence of Agency;

(b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;

(c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or

(d) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

(e) The failure of Agency to submit a Quarterly Financial Activity Report as required by Texas Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of such breach.

**6.4 Right to Immediate Termination Upon Litigation.** Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

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**6.5** In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

## **ARTICLE VII HOLD HARMLESS**

**7.1** Hold Harmless. The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement, as permitted by law.

## **ARTICLE VIII GENERAL PROVISIONS**

**8.1** **Subcontract for Performance of Services.** Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in §3.1 above. In the event that Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and to TEX. TAX CODE Chapter 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and Hotel Tax Revenue.

**8.2** This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

**8.3** The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

**8.4** Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

Contract No. 08-031

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10/4/2007*

compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

8.5 Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

8.6 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

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

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

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

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

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

8.13 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

Contract No. 08-031

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10/4/2007

8.14 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.

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

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

8.17 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. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

**City:** City of College Station  
Attn: Finance and Strategic Planning  
1101 Texas Avenue  
College Station, Texas 77840

**Agency:** The George Bush Presidential Library Foundation  
1000 George Bush Drive West  
College Station, TX 77845

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2007.

**GEORGE BUSH PRESIDENTIAL  
LIBRARY FOUNDATION**

**CITY OF COLLEGE STATION**

By: Terri Lacy, Sec. - Treas

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

Printed Name: TERRI LACY

Mayor

Title: Secretary-Treasurer

Date: 10/8/07

ATTEST:

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

Contract No. 08-031

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10/4/2007

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

*Angela M DeLuca*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

STATE OF TEXAS )  
COUNTY OF BRAZOS )

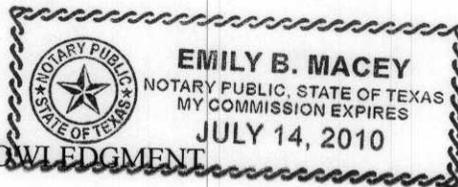
ACKNOWLEDGMENT

This instrument was acknowledged before me on the 8 day of October, 2007, by Terru Jacey in his/her capacity as Secretary-treasurer of The George Bush Presidential Library Foundation.

*Emily Macey*  
\_\_\_\_\_  
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 \_\_\_\_\_ in his/her 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

Contract No. 08-031

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10/4/2007

## Exhibit A

### Statements of Financial Position

Outside Agency: \_\_\_\_\_  
**STATEMENTS OF FINANCIAL POSITION**  
 2008 Period \_\_\_\_\_

ASSETS	2008 Current Period		2008 Current Period		2008 Year to Date		2008 Year to Date	
	Hotel Tax		Non-Hotel Tax		Hotel Tax		Non-Hotel Tax	
Cash and cash equivalents								
Short-term investments								
Prepaid expenses								
Unconditional promises to give								
Cash restricted to purchase of equipment								
Long-term investments								
Contribution receivable—charitable lead trust								
Deposits on leased and other property								
Property and equipment								
<b>TOTAL ASSETS</b>								
<b>LIABILITIES</b>								
Accounts payable								
Compensation								
Refundable advances								
Long-term debt								
<b>TOTAL LIABILITIES</b>								
<b>NET ASSETS</b>								
Unrestricted								
Temporarily restricted								
Permanently restricted								
<b>TOTAL NET ASSETS</b>								
<b>TOTAL LIABILITIES AND NET ASSETS</b>								

## Exhibit A

### Statement of Financial Activities - Hotel Tax

Outside Agency: \_\_\_\_\_  
 STATEMENT OF ACTIVITIES  
 2008 Period: \_\_\_\_\_

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>				
Contributions	—	—	—	—
	—	—	—	—
Capital campaign	—	—	—	—
Equipment acquisition	—	—	—	—
Endowment	—	—	—	—
Other	—	—	—	—
Federal financial assistance	—	—	—	—
Program service fees	—	—	—	—
Investment return	—	—	—	—
Change in value of split-interest agreement	—	—	—	—
Other	—	—	—	—
Net assets released from restrictions	—	—	—	—
Expiration of time restrictions	—	—	—	—
Restrictions satisfied by charitable lead trust receipts	—	—	—	—
Restrictions satisfied by payments	—	—	—	—
<b>TOTAL REVENUES, GAINS, AND OTHER SUPPORT</b>	—	—	—	—
<b>EXPENSES</b>				
Program services	—	—	—	—
	—	—	—	—
Supporting services	—	—	—	—
Management and general	—	—	—	—
Fund-raising	—	—	—	—
<b>TOTAL EXPENSES</b>	—	—	—	—
<b>CHANGE IN NET ASSETS</b>	—	—	—	—
<b>NET ASSETS AT BEGINNING OF YEAR</b>	—	—	—	—
<b>NET ASSETS AT END OF YEAR</b>	—	—	—	—

**Exhibit B**  
**Narrative Summary of Activity Report**

Please provide a narrative summary of the activities funded with the Hotel Tax Revenue.  
Use additional sheets if more space is needed.

Exhibit C  
Performance Measure Report

<b>The George Bush Presidential Library Foundation</b>				
<b>Description &amp; Budget Explanation:</b>				
The George Bush Presidential Library Foundation will inform and enrich learners of all ages about American history the general role of the President, and the administration of George H.W. Bush.				
<b>Yearly Budget Summary</b>	<b>FY05</b>	<b>FY06</b>	<b>FY07</b>	<b>FY08</b>
	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Estimate</b>
	\$42,767	\$50,000	\$50,000	\$100,000
<b>Quarterly Budget Summary</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
	\$0	\$0	\$0	\$0

**Program Name:** The George Bush Presidential Library Foundation

**Service Level:** The George Bush Presidential Library Foundation will promote and enhance tourism via educational programs, exhibits, and promotional activities

<b>Performance Measures:</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
	<b>Actual</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
Number of visitors				
Number of new exhibits				
Number of existing exhibits				
Number of advertising or promotional activities conducted				
Number of educational programs conducted				

**Exhibit D**  
**Hotel Tax Revenue Program Report**

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize funds associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
1.			
2.			
3.			
4.			
5.			

**Exhibit D**  
**Hotel Tax Revenue Program Report**

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize each amount associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
6.			
7.			
8.			
9.			
10.			

**George Bush Presidential Library and Museum  
MARKETING & PUBLIC RELATIONS BUDGET :  
October 2007 - September 2008**

<b>ITEM</b>	<b>COST</b>
Baseball Brochure Design and Printing (100,000)	\$8,500.00
Space Brochure Design and Printing (150,000)	\$9,500.00
Promotional Kiosks and Video production (Austin & Houston)	\$25,000.00
Print Advertising (Southern Living, AAA Journeys etc...)	\$20,000.00
Trade Show Promotional Items	\$4,000.00
Supplies (Paper, Postage, Toner etc...)	\$5,500.00
TTIA File Folder Program	\$ 475.00
Certified Folder Program (Cooperative Effort with CVB and Messina Hof) Precision Litho (Printing)	\$5,725.00
Travel and Tourism Trade Shows (Travel and Exhibitor Fees) (Dan Dipert, Travel Summit, NAB, etc...)	\$6,300.00
Houston Chronicle Advertising Wrap	\$15,000.00
<b>Total</b>	<b>\$100,000.00</b>

**A-1**

**October 25, 2007**  
**Consent Agenda Item 2r**  
**Authorize Health Department Funding Addendum and Expenditures**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion to approve a funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$211,255.

**Recommendation(s):** Staff recommends approval of the funding addendum in the amount of \$211,255 to the Brazos County Health Department.

**Summary:** On September 13, 2007 Council approved the FY08 proposed budget which included funding for the Brazos County Health Department. This funding is based on an Interlocal Agreement originally approved on December 14, 1995.

**Budget & Financial Summary:** Funds are available and budgeted in the General Fund. Payments are made in equal installments, monthly.

**Attachments:** Brazos County Health Department Funding Addendum and Original ILA

**FUNDING ADDENDUM**

The current Members of the Brazos County Public Health District do hereby agree to the following contributions for fiscal year 2008 commencing on October 1, 2007 and ending on September 30, 2008.

ENTITY	AMOUNT OF CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL	PERCENT
City of College Station	\$211,555	\$ 1,040	\$212,595	7.65%

In all other respects the terms and conditions of that certain Cooperative Agreement dated September 26, 1995 (approved by Council action on December 14, 1995) are hereby confirmed, ratified and adopted.

This document may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Funding Addendum to be executed as the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

CITY OF COLLEGE STATION

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

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

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

*Angela M. DeLuca*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Chief Financial Officer

**CITY-COUNTY PUBLIC HEALTH AGREEMENT**

**THE STATE OF TEXAS**

**COUNTY OF BRAZOS**

(  
( **KNOW ALL MEN BY THESE**  
( **PRESENT:**  
(

**WHEREAS**, the City of Bryan, the City of College Station and Brazos County, have created an administrative agency named the Brazos County Health Department for the public purpose and objective of administering and enforcing all federal and state health laws and city health ordinances in the respective jurisdictions of each of the participating governmental entities; and

**WHEREAS**, Article 4413(32c), V.A.T.C.S., authorizes intergovernmental contracting at the local level including contracts between counties and cities; and

**WHEREAS**, the City of Bryan, the City of College Station and Brazos County, subject to the limitations set forth herein, intend to share in the cost on a percentage basis with the County to collect and disburse the funds;

**NOW, THEREFORE, THE UNDERSIGNED MUTUALLY AGREE AS FOLLOWS:**

1.

That the matters set forth in the preamble are true and correct and are made a part of this agreement.

2.

In consideration of the benefits to be received by the City of Bryan, the City of College Station, and Brazos County, by reason of the joint venture, the parties herein agree to pay, and Brazos County agrees to collect and disburse funds for the operation of the Brazos County Health Department, Fiscal Year October 1, 1994 - September 30, 1995, on the following pro rata basis:

	<u>\$ Contribution</u>	<u>In-Kind</u>	<u>Grand Total</u>	<u>Percent</u>
City of Bryan	183,776		\$ 183,776	14 %
City of College Station	74,505	1,040	\$ 75,545	6 %
Brazos County	129,141	238,170	\$ 367,311	28 %
[Public Health Account (Fees)	214,866		\$ 214,866	16 %]
[State of Texas (Health Dept)	241,617	208,832	\$ 450,449	34 %]
[Unencumbered (FY '93) Funds	28,000		\$ 28,000	2 %]
<b>Total</b>	<b>\$871,905</b>	<b>\$448,042</b>	<b>\$1,319,947</b>	<b>100 %</b>

3.

This contract is for a period of one year and all payments shall be made from current revenues of each of the parties. Payments shall be made by the City of College Station and the City of Bryan to Brazos County at the Brazos County Courthouse prior to the tenth day of each month with each monthly share representing one-twelfth (1/12) of the respective total share of the cities. If credit is due any of the parties, Brazos County shall make the necessary reimbursement no later than the end of the first (1st) quarter of the next fiscal contract year. Reimbursement due to overpayment shall be made in the amount overpaid by the entity. All unencumbered funds at the close of the contract year shall be deposited into the Public Health Account (see Section 5) to be designated for use for Public Health Services mutually beneficial to each party, or shall be used to reduce local budget contributions in the following fiscal year. No appropriation of the money in this Agreement shall be made unless unanimously approved by the City of Bryan, the City of College Station and Brazos County.

4.

The chairman of the governing board shall have the authority to make expenditures as budgeted. Authority for non-budgeted items shall come only from the approval of the governing board (known as the Brazos County Board of Health).

5.

The Brazos County Health Department shall maintain records of all income (service fees collected) and disbursements of the Public Health Account. Such records shall be brought before the governing board each quarter for approval. No appropriation of money in this account shall be made unless unanimously approved by the governing board.

6.

The Brazos County Health Department shall maintain records of usage of the facilities and services by the citizens of each city and citizens of the county who live outside the two cities. Such records shall be used to determine the percentage of costs to be charged to the participating entities for the following contract year.

7.

The Brazos County Health Department will be under the supervision of the governing board consisting of one representative from each of the three participating governmental entities.

8.

This contract can be renewed on an annual basis by resolution.

9.

The Director of the Brazos County Health Department shall submit financial and activity reports for both Health Department and Public Health Accounts upon request by members of the governing board; but in no event shall such financial and activity reports be submitted less frequently than quarterly. The Director shall submit the annual financial and activity report no later than the close of the first quarter of the next fiscal year.

Brazos County agrees to procure and maintain public liability insurance in the amount of not less than \$1,000,000.00, insuring against risks and claims arising out of the operation of the Health Department (except for professional liability claims against medical doctors, who shall provide their own professional liability insurance). The cost of liability insurance shall be included in the annual budget of the Brazos County Health Department.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as the 1st day of October, 1994

ATTEST:

Mary Lynn Felton  
City Secretary

CITY OF BRYAN

BY Harris Tate  
Mayor

APPROVED AS TO FORM:

Alexis A. Walter, III  
City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]  
City Manager

ATTEST:

Connie Cook  
City Secretary

CITY OF COLLEGE STATION

BY [Signature]  
Mayor

APPROVED AS TO FORM:

[Signature]  
City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]  
City Manager

ATTEST:

Mary Ann Ward  
County Clerk

BRAZOS COUNTY

BY [Signature]  
County Judge

**October 25, 2007  
Consent Agenda 2s  
Funding Agreement With Keep Brazos Beautiful**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY08 in the amount of \$60,240.

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

**Summary:** As part of the 2007-2008 budget process the City Council approved funding for the Keep Brazos Beautiful in the amount of \$60,240.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2007-2008 Sanitation Fund for the total amount of \$60,240. \$33,240 is to be used for the operations and maintenance of the Keep Brazos Beautiful next year. \$27,000 is to be used for beautification grants and projects of Keep Brazos Beautiful.

**Attachments:**

Keep Brazos Beautiful Funding Agreement

## **FUNDING AGREEMENT**

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City") and Keep Brazos Beautiful, Incorporated, a Texas Non – Profit Corporation (hereinafter referred to as “Agency”).

WHEREAS, the City has the objective of improving the environment of the community via litter abatement, beautification, and public education, and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City desires to assist Agency in providing litter abatement and beautification efforts;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

### **ARTICLE I DEFINITIONS**

1.1 The term “Agency” shall mean Keep Brazos Beautiful, Incorporated, a Texas Non-profit Corporation.

1.2 The term “Beautification Project” shall mean a project that improves the environment, reduces litter, and provides beautification or public education in College Station, Texas.

1.3 The term “City” shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.4 The term “Contract Quarter” shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup>, and September 30<sup>th</sup>, of each contract year.

1.5 The term “Event” shall include any and all banquets, ceremonial dinners, promotional programs, or other public or private event hosted by Agency.

1.6 The term “Financial Activity Report” shall mean a report which includes a summary of revenues and expenditures, and a summary of assets and liabilities to be submitted to the City on the form attached herein as Exhibit A or in a form agreed upon by Agency and City.

1.7 The term “Narrative Summary of Activity Report” shall mean a report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Statement of Work to be submitted to the City on the form attached herein as Exhibit B.

1.8 The term "Performance Measure Report" shall mean a report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as Exhibit C.

## ARTICLE II STATEMENT OF WORK

2.1 Agency shall promote and facilitate activities that enhance the beautification of the local area through education, community events, and litter abatement programs in the City of College Station. Agency agrees that no more than THIRTY THREE THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$33,240.00) from the City of College Station shall be spent for general operations of Agency to conduct such programs.

2.2 Agency shall provide Beautification Projects. Such project proposals shall be submitted to City in writing for approval. Upon written approval from City, Agency shall implement and complete the Beautification Project according to the requested timeline. Agency agrees that no more than TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00) from the City of College Station shall be spent for Beautification Projects. Agency shall implement the following Beautification Projects:

- (a) FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) of Beautification Project funding shall be used for the purchase and distribution of wildflower seed to be spread in the City of College Station. Agency shall coordinate and obtain approval of the locations of distribution from the City Manager or his delegate prior to implementing project.
- (b) TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) of Beautification Project funding shall be used for the purchase of supplies, equipment, and services for the College Station Great American Cleanup event to be held in 2007. Agency shall submit and obtain approval of supplies, equipment and services from the City Manager or his delegate prior to implementing project.
- (c) TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) of Beautification Project funding will be used for future Beautification Projects located in the City of College Station. Such projects shall be submitted for approval as stated in 2.2 above.
- (d) The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

Agency understands and agrees that funding for future Beautification Projects, not specified in (a) or (b) above are to be approved in advance by City. City Manager or his/her delegate shall provide written approval of Beautification Projects prior to the implementation of projects or distribution of funds for said projects. Funds not utilized within the fiscal year are to remain in possession of City.

**ARTICLE III  
PAYMENT**

3.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **SIXTY THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$60.240.00)** to be paid as follows:

(a) The total amount of **THIRTY THREE THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$33,240.00)** shall be paid from the City's Sanitation Fund for the general operations of Agency. Payments will be made in four (4) equal quarterly installments of \$8,310.00. These appropriated funds shall be used during the period of October 1, 2007, to September 30, 2008.

(b) The total amount of **TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00)** shall be paid from the City's Sanitation Fund for Beautification Projects approved in writing in advance by City:

a. Agency shall submit invoice to City requesting payment for wildflower seeds. Payment shall be made within thirty (30) days of receipt of invoice.

b. Agency shall submit invoice to City requesting payment for the purchase of supplies, equipment and services for the College Station Great American Cleanup event. Payment shall be made within thirty (30) days of receipt of invoice.

c. Agency shall submit invoices to City requesting payment for Beautification Projects. Payment shall be made within thirty (30) days of receipt of invoice.

3.2 Funding will also be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30<sup>th</sup>, April 30<sup>th</sup>, July 30<sup>th</sup>, October 30<sup>th</sup> of each contract year).

3.3 City may withhold further allocations if City determines that Agency's expenditures deviate materially from their Statement of Work or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE IV  
RECORDS AND REPORTS**

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, TEX. GOV'T CODE, ch. 552, as hereafter amended.

4.4 **Quarterly reports.** Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report.
- (b) Narrative Summary of Activity Report.
- (c) Performance Measure Report.

Agency shall respond promptly to any request from the City Manager of City, or designee, for additional information relating to the activities performed under this Agreement.

4.5 The Financial Activity Reports, Narrative Summary of Activity Reports and Performance Measure Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30<sup>th</sup>; April 30<sup>th</sup>; July 30<sup>th</sup>; and October 30<sup>th</sup> of each contract year).

4.6 A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 If requested, Agency shall make an annual report and presentation to the City Council.

4.8 The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews.

## **ARTICLE V AGENCY BOARD OF DIRECTORS**

5.1 The City shall have the option to recommend one appointee for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.3 Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

## **ARTICLE VI TERM AND TERMINATION**

**6.1 Term.** The term of this Agreement shall commence on October 1, 2007, and terminate at midnight on October 31, 2008. However, the program period shall commence on October 1, 2007, and terminate at midnight on September 30, 2008. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

### **6.2 Termination Without Cause.**

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to Section 6.2(a), City agrees to reimburse Agency for any contractual obligations of Agency undertaken by Agency in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(c) Further, upon termination pursuant to §6.2(a), Agency will provide City: 1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City; 2) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period; 3) a final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

**6.3 Automatic Termination.** This Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) The termination of the legal existence of Agency;
- (b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;
- (c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- (d) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date the City notifies Agency of such breach.

**6.4 Right to Immediate Termination Upon Litigation.** Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

**6.5** In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

## **ARTICLE VII INDEMNIFICATION AND RELEASE**

**7.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.**

**7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.**

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event that Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

8.2 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

8.5 Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

8.6 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

8.8 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

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

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

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

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

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

8.14 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

8.15 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.

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

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

8.18 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. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

**City:** City of College Station  
Attn: Finance and Strategic Planning  
1101 Texas Avenue  
College Station, Texas 77840

**Agency:** Keep Brazos Beautiful, Incorporated  
1737 Briarcrest Drive, Ste. 12  
Bryan, Texas 77802

Executed this the 12 day of October, 2007.

**KEEP BRAZOS BEAUTIFUL, INCORPORATED**

**CITY OF COLLEGE STATION**

By: Laura Tankersley Glenn By: \_\_\_\_\_

Printed Name: LAURA TANKERSLEY GLENN Mayor

Title: Executive Director

Date: October 12, 2007

ATTEST:

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

Contract No. 08-032

O:\AFY 2008\Outside Agency Funding\FY08 Contracts\FY08 KBB\10-08-07 KBB Funding Agreement.doc

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

*Ana M DeLuca*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

STATE OF TEXAS     )  
                                  )  
COUNTY OF BRAZOS    )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12 day of October, 2007, by Laura Tankersley Glenn in his/her capacity as \_\_\_\_\_ of Keep Brazos Beautiful, Incorporated.

*Connie L. Regini*  
\_\_\_\_\_  
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 \_\_\_\_\_ in his/her 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

Contract No. 08-032

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## Exhibit A

### Statements of Financial Position

Outside Agency: \_\_\_\_\_

STATEMENTS OF FINANCIAL POSITION

2008 Period \_\_\_\_\_

	2008 Current Period			2008 Year to Date
<b>ASSETS</b>				
Cash and cash equivalents				
Short-term investments				
Prepaid expenses				
Unconditional promises to give				
Cash restricted to purchase of equipment				
Long-term investments				
Contribution receivable—charitable lead trust				
Deposits on leased and other property				
Property and equipment				
<b>TOTAL ASSETS</b>				
<b>LIABILITIES</b>				
Accounts payable				
Compensation				
Refundable advances				
Long-term debt				
<b>TOTAL LIABILITIES</b>				
<b>NET ASSETS</b>				
Unrestricted				
Temporarily restricted				
Permanently restricted				
<b>TOTAL NET ASSETS</b>				
<b>TOTAL LIABILITIES AND NET ASSETS</b>				

## Exhibit A

### Statement of Financial Activities - Non Hotel Tax

Outside Agency: \_\_\_\_\_  
 STATEMENT OF ACTIVITIES  
 2008 Period: \_\_\_\_\_

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>				
Contributions	—	—	—	—
Capital campaign	—	—	—	—
Equipment acquisition	—	—	—	—
Endowment	—	—	—	—
Other	—	—	—	—
Federal financial assistance	—	—	—	—
Program service fees	—	—	—	—
Investment return	—	—	—	—
Change in value of split-interest agreement	—	—	—	—
Other	—	—	—	—
Net assets released from restrictions	—	—	—	—
Expiration of time restrictions	—	—	—	—
Restrictions satisfied by charitable lead trust receipts	—	—	—	—
Restrictions satisfied by payments	—	—	—	—
<b>TOTAL REVENUES, GAINS, AND OTHER SUPPORT</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>EXPENSES</b>				
Program services	—	—	—	—
Supporting services	—	—	—	—
Management and general	—	—	—	—
Fund-raising	—	—	—	—
<b>TOTAL EXPENSES</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>CHANGE IN NET ASSETS</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET ASSETS AT END OF YEAR</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>

**Exhibit B**  
**Narrative Summary of Activity Report**

Please provide a narrative summary of the activities funded with the money from the City of College Station. Use additional sheets if more space is needed.

Exhibit C  
Performance Measure Report

<b>Keep Brazos Beautiful, Incorporated</b>				
<b>Description &amp; Budget Explanation:</b>				
Keep Brazos Beautiful, Incorporated will increase interest in conservation of resources, reduce litter, improve cleanliness, safety, and sanitation in College Station, Texas as well as preserve vegetation and trees.				
<b>Yearly Budget Summary</b>	<b>FY 05</b>	<b>FY 06</b>	<b>FY 07</b>	<b>FY08</b>
	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Estimate</b>
	\$45,000	\$45,000	\$55,000	\$60,240
<b>Quarterly Budget Summary</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
	\$8,310	\$8,310	\$8,310	\$8,310
** \$27,000 will be distributed per the contract as beautification projects are identified and completed				

**Program Name:** Keep Brazos Beautiful, Incorporated

**Service Level:**

Keep Brazos Beautiful, Incorporated will increase interest in conservation of resources, reduce litter, improve cleanliness, safety, and sanitation in College Station, Texas as well as preserve vegetation and trees.

<b>Performance Measures:</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
	<b>Actual</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
Number of litter abatement programs				
Number of conservation programs				
Litter Index				
Number of Memorial Trees planted in City				
Number of beautification programs				
Number of table and banquet events				

**October 25, 2007**  
**Consent Agenda Item 2t**  
**Installation of an Ultra-Violet Disinfection System**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding adoption of a resolution authorizing the award of contract 07-278 to Bryan Construction Company in the amount of \$483,000 for the installation of a new Ultra Violet Disinfection System at the Carters Creek Wastewater Treatment Plant.

**Recommendation:** Staff recommends Council adopt this resolution.

**Summary:** When wastewater is fully treated, the Texas Commission on Environmental Quality and the EPA require that it be disinfected before being released into a State waterway. There are several options for disinfection, and the City of College Station uses an Ultra-Violet (UV) light system. The UV System at the Carters Creek Wastewater Treatment Plant has reached the end of its service life and no longer meets some of the requirements. The City has received a directive from TCEQ to return it to compliance. On May 24, 2007, City Council approved the purchase of the UV disinfection equipment. That equipment has been received, and is ready for installation.

This contract with Bryan Construction will install the UV system equipment and provide associated improvements for proper UV System operation, such as new control gates and discharge flume.

**Budget & Financial Summary:** Invitation to Bid 07-122 resulted in a single bid from Bryan Construction Company in the amount of \$483,000. Our consulting engineers, Camp Dresser McKee, recommend accepting this bid as it is less than their construction estimate and Bryan Construction has completed numerous projects for the City satisfactorily. Wastewater Capital Improvement Project funds are budgeted and available.

**Attachment:**

- Resolution
- Bid Tabulation
- Recommendation letter

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE INSTALLATION OF A NEW ULTRAVIOLET DISINFECTION SYSTEM AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the installation of a new ultraviolet disinfection system; and

WHEREAS, the selection of Bryan Construction Company is being recommended as the lowest responsible bidder for the construction services related to installation of a new ultraviolet disinfection system; 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 Bryan Construction Company is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Bryan Construction Company for \$483,000.00 for the labor, materials, and equipment required for the improvements related the installation of a new ultraviolet disinfection system.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Improvements Fund, in the amount of \$483,000.00

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

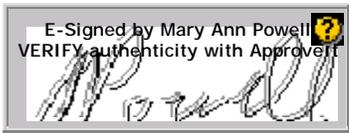
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:



---

City Attorney

**CCWWTP UV DISINFECTION SYSTEM IMPROVEMENTS**  
**DEPARTMENT: Water Services**  
**BID: #07-122 - 9/27/07**

				<b>Bryan Construction</b>	
<b>Item No.</b>	<b>Est. Quan.</b>	<b>Unit Meas.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Item Total</b>
1	1	Lot	CCWWTP UV Disinfection System Improvements	\$483,000.00	\$483,000.00

<b>Bid Certification</b>	<b>Yes</b>
<b>Addendum Acknowledged</b>	<b>1</b>
<b>Bid Bond</b>	<b>Yes</b>
<b>Conflict of Interest</b>	<b>Yes</b>
<b>Number of calendar days to substantial completion</b>	<b>240</b>



12357-A Riata Trace Parkway, Suite 210  
Austin, Texas 78727  
tel: 512 346-1100  
fax: 512 345-1483

September 28, 2007

Mr. Fred Surovik  
Plant Operations Superintendent  
College Station Utilities  
1601 Graham Road  
College Station, Texas 77845

Subject: Carters Creek UV Disinfection System Improvements  
Recommendation of Award

Dear Mr. Surovik:

On September 27, 2007, bids were received for the Carters Creek UV Disinfection System Improvements project. One bid was received and is listed below:

Bryan Construction Company	\$483,000.00
----------------------------	--------------

This bid came in below the Engineer's estimate. We have investigated previous work by Bryan Construction Company to determine if they are qualified to complete the work. Bryan Construction Company has successfully completed numerous wastewater treatment projects with the City of College Station.

We believe that Bryan Construction Company has the experience and the capacity to complete the Carters Creek UV Disinfection System Improvements project within the timeframe described in the contract. Therefore, we recommend that the Carters Creek UV Disinfection System Improvements contract be awarded to Bryan Construction Company in the amount of \$483,000.

If you have any questions regarding this recommendation to award or the project in general, please contact me.

Sincerely,

Bill D. Marriott, P.E.  
Camp Dresser & McKee Inc.

c: Cynthia Sciulli, City of College Station  
Allen Woelke, CDM

October 25, 2007  
Regular Agenda Item 1  
Rezoning for 3501 Longmire Drive

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 12.55 acres located at 3501 Longmire Drive from C-2 Commercial-Industrial to C-1 General Commercial.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of the rezoning at the October 4<sup>th</sup> meeting. Staff also recommends approval.

**Summary:** The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** The Comprehensive Land Use Plan identifies this area as Retail Regional. The property has frontage on State Highway 6, a Highway/Freeway and Rock Prairie, a Major Arterial, Longmire Drive, a Major Collector, and Birmingham Drive, a Minor Collector, as designated by the City's Thoroughfare Plan. Access is currently provided from all streets listed above.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The development pattern of the area surrounding the subject property is largely commercial, including retail, banks, offices and health facilities. These uses are allowed in C-1 and are consistent and compatible with the shopping center. The current zoning of C-2 allows for more industrial retail development, which would be inconsistent with the majority of the conforming uses in the area.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The area is largely planned for retail sales and services, and shopping centers. The property is suitable for general commercial uses.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property was rezoned from A-O Agricultural-Open to C-2 General Commercial in 1982. The zoning ordinance at that time permitted all C-1 uses, which included shopping centers, to also locate in the C-2 zoning district. In 2001, the Rock Prairie Crossing center was developed as a permitted use. When the Unified Development Ordinance was adopted in 2003, retail centers over 50,000 square feet were not permitted in C-2 meaning the existing shopping center a legal non-conforming use on the property. The applicant is now interested in rectifying the non-conforming use by rezoning the property to C-1.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed**

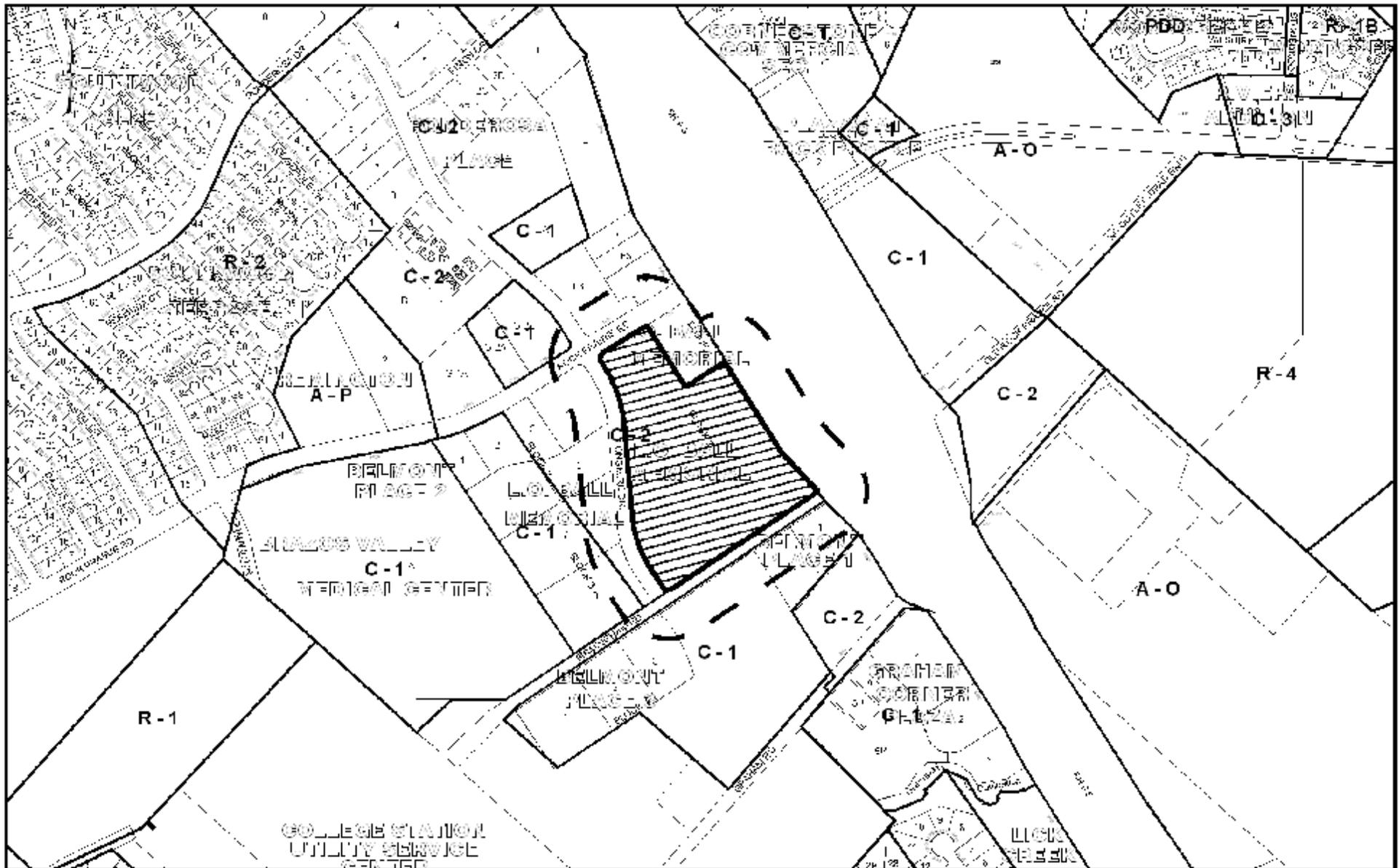
**amendment:** Because the use on the subject property is a legal non-conforming use, the development would not be able to rebuild to its current use should it be demolished or damaged by a natural disaster. Rezoning the property to C-1 will give the property owners the ability to rebuild as a shopping center.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The existing infrastructure and utilities are adequate to support the shopping center use and any future uses of this scale. No additional infrastructure is required for this development.

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

**Attachments:**

1. Small Area Map & Aerial Map
2. Zoning District Fact Sheets for C-2 and C-1
3. Draft P&Z minutes
4. Ordinance



<b>Zoning Districts</b>	R-3	Lowhouse	C-3	Light Commercial	WFC	Wolf Pen Creek Dev. Corridor
A-O	R-4	Multi-Family	M-1	Light Industrial	VG-1	Core Northgate
A-OR	R-6	High Density Multi-Family	M-2	Heavy Industrial	VG-2	Transitional Northgate
R-1	R-7	Manufactured Home Park	C-U	College and University	VG-3	Residential Northgate
R-1.5	A-P	Administrative/Professional	R & D	Research and Development	OV	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**

**3501 - 3535 LONGMIRE**

Case: **07-204** **REZONING**



Zoning Districts							
A-0	Agricultural Open	R-3	Townhouse	C-3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A-OR	Rural Residential Subdivision	R-4	Multi-Family	M-1	Light Industrial	NG-1	Core Northgate
R-1	Single Family Residential	R-6	High Density Multi-Family	M-2	Heavy Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	R-7	Manufactured Home Park	C-U	College and University	NG-3	Residential Northgate
R-2	Duplex Residential	A-P	Administrative/Professional	R & D	Research and Development	OV	Comdor Overlay
		C-1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C-2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay



DEVELOPMENT REVIEW

3501 - 3535 LONGMIRE

Case:

07-204

REZONING

# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## C-1 General Commercial

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

### Permitted:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospital
- Health Care, Medical Clinic
- Parks
- Places of Worship
- Animal Care Facility -Indoor
- Art Studio / Gallery
- Conference / Convention Center
- Country Club
- Day Care, Commercial
- Drive-in / thru Window
- Dry Cleaners and Laundry
- Fraternal Lodge
- Funeral Homes
- Health Club / Sports Facility, Indoor
- Health Club / Sports Facility, Outdoor
- Hotels
- Offices
- Parking as a Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV station / studios
- Restaurants
- Retail Sales -Single Tenant over 50,000 SF
- Shooting Range, Indoor
- Theater
- Storage, Self Service
- Wireless Telecommunication Facilities -Unregulated

### Permitted with Specific Use Standards:

- Fuel Sales
- Golf Course or Driving Range
- Car Wash
- Commercial Garden/Greenhouse/Landscape Maintenance
- Commercial Amusements
- Retail Sales and Service
- Sexually Oriented Business
- Vehicular Sales, Rental, Repair and Service

- Wholesales / Services
- Utilities
- Wireless Telecommunication Facilities -Intermediate

**Permitted with a Conditional Use Permit:**

- Night Club, Bar or Tavern
- Wireless Telecommunication Facilities - Major

# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## C-2 Commercial-Industrial

This district is designed to provide a location for outlets offering good and services to a limited segment of the general public. The uses included primarily serve other commercial and industrial enterprises.

### Permitted Uses:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospital
- Health Care, Medical Clinic
- Parks
- Places of Worship
- Animal Care Facility -Indoor
- Animal Care Facility -Outdoor
- Conference / Convention Center
- Country Club
- Dry Cleaners and Laundry
- Fraternal Lodge
- Funeral Homes
- Offices
- Parking as a Primary Use
- Printing / Copy Shop
- Radio / TV station / studios
- Shooting Range, Indoor
- Storage, Self Service
- Bulk Storage Tanks / Cold Storage Plant
- Industrial, Light
- Scientific Testing / Research Laboratory
- Storage, Outdoor -Equipment or Materials
- Warehousing / Distribution
- Wireless Telecommunication Facilities -Unregulated

### Permitted with Specific Use Standards:

- Commercial Garden/Greenhouse/Landscape Maintenance
- Commercial Amusements
- Golf Course or Driving Range
- Retail Sales and Service
- Sexually Oriented Business
- Wholesales / Services
- Vehicle Sales, Rental, Repair and Service
- Recycling Facility -Large
- Utility
- Wireless Telecommunication Facilities -Intermediate

**Permitted with a Conditional Use Permit:**

- Wireless Telecommunication Facility -Major



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, October 4, 2007,**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

**COMMISSIONERS ABSENT:** Harold Strong and Bill Davis

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineers Carol Cotter and Josh Norton, Acting City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Dan Merkel, Staff Assistant Brittany Korthauer

Public hearing, presentation, possible action, and discussion on a rezoning for the Rock Prairie Crossing Shopping Center consisting of 1 lot on 12.55 acres from C-2 Commercial-Industrial to C-1 General Commercial located at 3501 Longmire Drive, generally located at the southwest corner of Rock Prairie Road and State Highway 6. **Case #07-00500204 (CH)**

Crissy Hartl, Staff Planner, presented the rezoning and recommended approval.

Ken Fogle, Transportation Planner, stated that Birmingham was a minor collector and Longmire Drive was a major collector.

**Commissioner Bauman motioned to approve the rezoning. Commissioner Dictson seconded the motion, motion passed (5-0).**

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 25th day of October, 2007

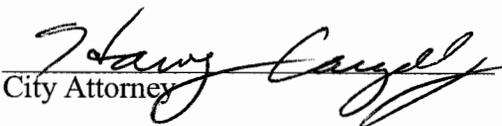
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

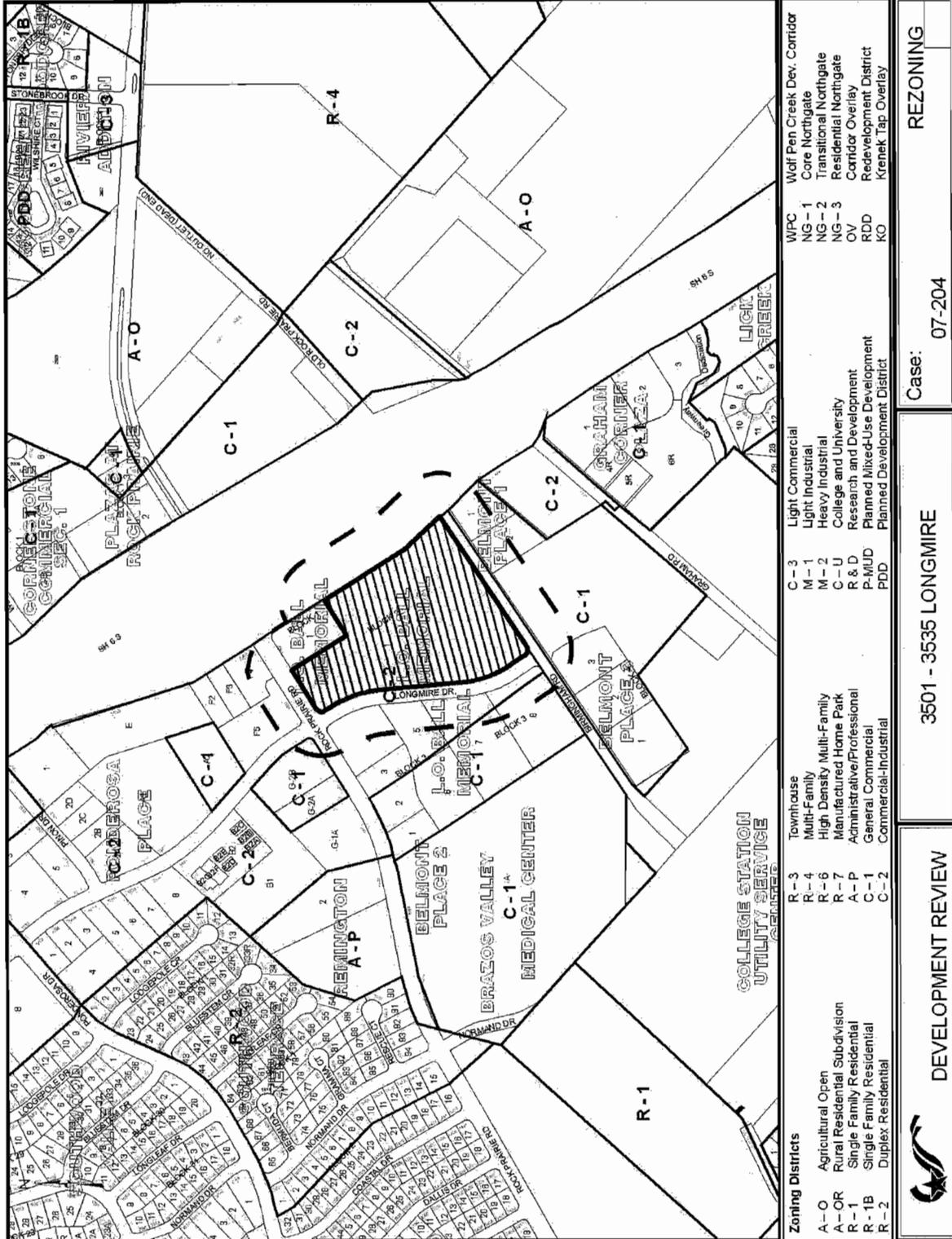
**EXHIBIT "A"**

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 C-2 Commercial-Industrial to C-1 General Commercial:

**Lot 1, Block 2 of the L.O. Ball Memorial Subdivision, Phase II, as shown graphically in Exhibit "B."**

**EXHIBIT "B"**



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

<b>DEVELOPMENT REVIEW</b>	<b>3501 - 3535 LONGMIRE</b>	<b>REZONING</b>
	Case: 07-204	



October 25, 2007  
Regular Agenda Item No. 2  
Rezoning for 701 Luther Street West

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on the ordinance rezoning 1.583 acres located at 701 Luther Street West from R-1, Single-Family Residential to R-4, Multi-Family.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of the rezoning at the October 4<sup>th</sup> meeting. Staff recommends approval.

**Summary:** The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** The Land Use Plan identifies this area as Residential Attached. The property has 221 feet of frontage on Luther Street West, a major collector on the City's Thoroughfare Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed rezoning will allow the lots to be developed at a density of up to twenty dwelling units per acre. The property is almost entirely surrounded by apartment development including Melrose Apartments and Fox Run Condominiums. The property is adjacent to the Novosad tracts which were the subject of a recent Comprehensive Plan amendment and rezoning for Residential Attached. The area is largely developed with only 4.9 acres of vacant property. All of the property except the convenience store at the corner of Holleman and 2818 are developed as apartments, condos, or duplexes. The area is primarily student housing.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The area is largely planned for multi-family residential and is largely built-out as such. Infrastructure in the vicinity supports the increased intensity of use. The property is suitable for multi-family residential development.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The size of the property limits the ability to develop a large scale apartment complex given the parking and landscaping requirements of the Unified Development Ordinance. However, it is less suitable for single-family residential since the Unified Development Ordinance prohibits single-family driveway access off of collectors. Staff had hoped that the three vacant properties would have consolidated, however, the applicant is working with Ms. Novosad to deal with the issue of consolidated access which was brought up by the Planning and Zoning Commission at the rezoning for her property. An access easement has been proposed, however has not been dedicated.

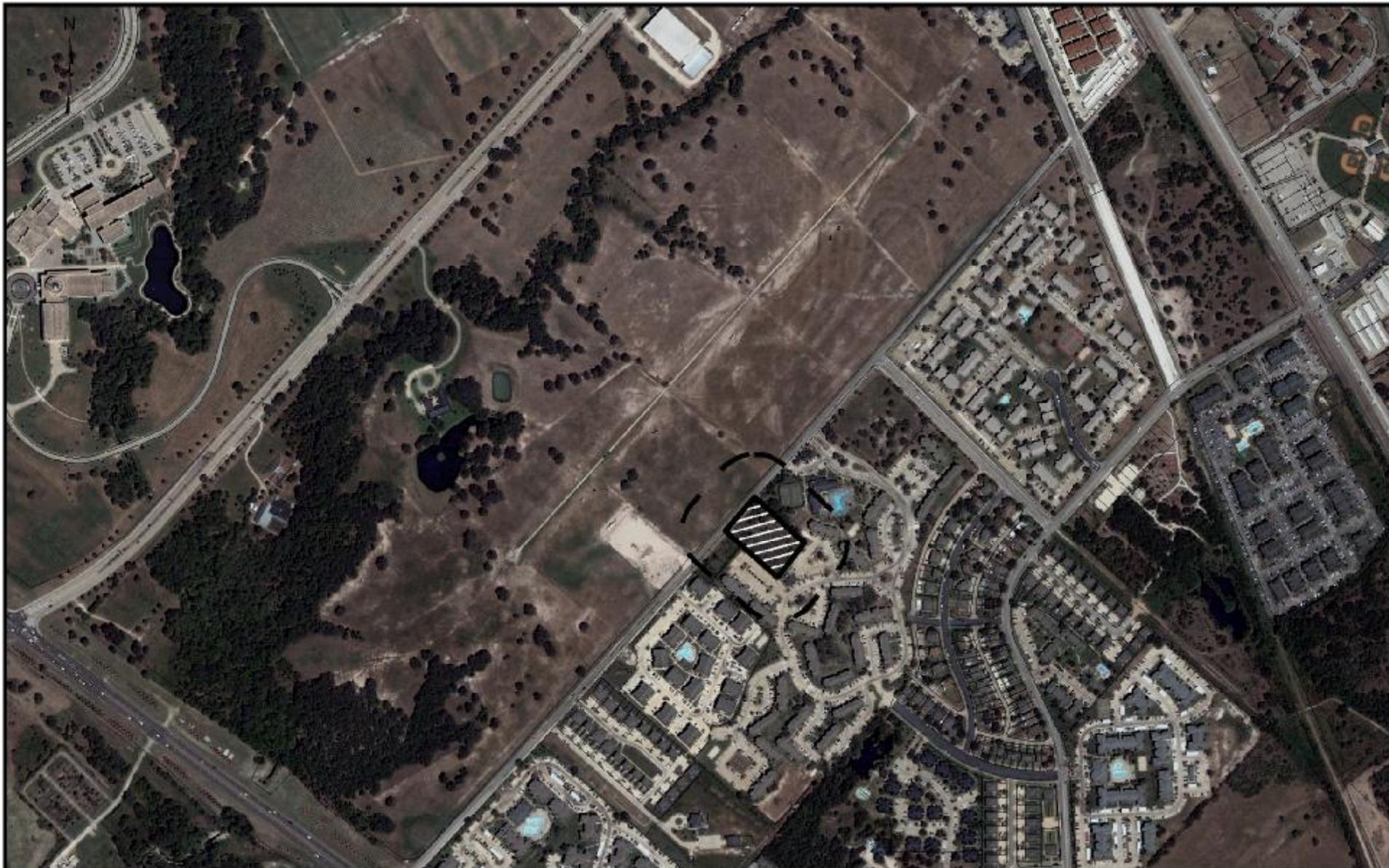
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** A rezoning to R-4 would enhance the marketability of this property since single-family driveway access would be prohibited on Luther West. Although the property is wide enough to accommodate a single row of standard single-family lots off a local street, the neighboring character supports a more intense use of the property.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The property is served by a 16-inch water main along Luther Street. Sewer is available approximately 200 feet off-site on the Melrose Property. Development of the property would require the extension of sewer to the property and off-site easements may be required to accommodate this extension. There are no known requests for over-sized participation at this time. There are also no known drainage issues on the property. Infrastructure is suitable and adequate to serve multi-family on the tract.

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

**Attachments:**

1. Small Area Map (SAM) & Aerial
2. Rezoning Map
3. Ordinance





**Zoning Districts**

A - 0	Agricultural Open	R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - OR	Rural Residential Subdivision	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
R - 1	Single Family Residential	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 2	Duplex Residential	A - P	Administrative/Professional	R & D	Research and Development	CV	Corridor Overlay
		C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay



DEVELOPMENT REVIEW

701 LUTHER

Case: 07-213

REZONING



# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## R-1 Single-Family Residential

This district includes lands planned for single-family residential purposes and accessory uses. This district is designed to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses, and provided with necessary and adequate facilities and services.

### Permitted Uses:

- Single-family Detached
- Educational Facility, Primary & Secondary
- Parks
- Country Club
- Wireless Telecommunication Facility -Unregulated

### Permitted with Specific Use Standards:

- Government Facilities
- Places of Worship
- Sexually Oriented Business
- Utility

# UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

## R-4 Multi-family

This district provides land for development of apartment and condominium units at low to medium densities. This district may serve as a transitional zone between lower density residential areas and other residential or non-residential areas.

The following supplemental standards shall apply to this district:

1. Duplex dwelling units shall conform to R-2, Duplex Residential standards.
2. Townhouse dwelling units shall conform to R-3, Townhouse standards.

The maximum allowable density is 20.0 dwelling units per acre

The UDO subjects this district to supplemental standards requiring duplex dwelling units shall conform to R-2 Duplex Residential standards and townhouse dwelling units shall conform to R-3 Townhouse standards.

### Permitted Uses:

- Boarding & Rooming House
- Extended Care Facility / Convalescent / Nursing Home
- Dormitory
- Duplex
- Fraternity / Sorority
- Multi-Family
- Multi-Family built prior to January 2002
- Townhouse
- Educational Facility, Primary & Secondary
- Parks
- Wireless Telecommunication Facilities -Unregulated

### Permitted with Specific Use Standards:

- Governmental Facilities
- Place of Worship
- Sexually Oriented Business
- Utilities

### Permitted with a Conditional Use Permit:

- Day Care, Commercial



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, October 4, 2007,**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

**COMMISSIONERS ABSENT:** Harold Strong and Bill Davis

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineers Carol Cotter and Josh Norton, Acting City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Dan Merkel, Staff Assistant Brittany Korthauer

7. Public hearing, presentation, possible action, and discussion on a rezoning for 1.583 acres at 701 Luther Street West from R-1, Single Family Residential to R-4, Multi-family. **Case #07-00500213 (LB)**

Lindsay Boyer, Senior Planner, presented the rezoning and recommended approval.

Commissioner Dictson expressed concern regarding the safety of the driveway spacing between the three undeveloped properties.

Rabon Metcalf, 1391 Sea Mist, College Station, Texas, stated that the applicant intends to propose a joint private access easement.

**Commissioner Sanford motioned to approve the rezoning. Commissioner Schroeder seconded the motion, motion was approved (5-0).**

**Commissioner Dictson proposed an amendment to the motion stating that the rezoning be approved with the condition that the proposed access easement be located where indicated on the rezoning map. There was not a second and the motion failed.**

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 \_\_\_\_\_ day of \_\_\_\_\_, 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 R-1, Single-Family Residential to R-4, Multi-Family:

BEING ALL THAT 1.583 ACRE TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, A-7, COLLEGE STATION, BRAZOS COUNTY, TEXAS, SAID TRACT BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO CLEMMIE LA VERN IDLEBIRD AND RUFUS JAMES HORNS, RECORDED IN VOLUME 6236, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SHOWN IN EXHIBIT "B" AND SHOWN GRAPHICALLY IN EXHIBIT "C"

**EXHIBIT "B"**

**METES AND BOUNDS DESCRIPTION  
OF A  
1.583 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, A-7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO CLEMMIE LA VERN IDLEBIRD AND RUFUS JAMES HORNS, RECORDED IN VOLUME 6236, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A 1/4 INCH IRON ROD FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF LUTHER STREET (VARIABLE WIDTH R.O.W.) MARKING THE NORTH CORNER OF A 0.26 ACRE TRACT OF LAND DESCRIBED BY A DEED TO JERRY C. NOVOSAD, III AND WIFE, SANDRA NOVOSAD, RECORDED IN VOLUME 7750, PAGE 182 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 43° 54' 51" E ALONG THE SOUTHEAST LINE OF SAID LUTHER STREET FOR A DISTANCE OF 221.11 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT AND A WEST CORNER OF LOT 4A, BLOCK 1, MELROSE SUBDIVISION, RECORDED IN VOLUME 3020, PAGE 89 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 44° 13' 44" E FOR A DISTANCE OF 312.45 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT AND AN INTERIOR CORNER OF SAID LOT 4A;

**THENCE:** S 40° 52' 25" W FOR A DISTANCE OF 213.07 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT AND AN INTERIOR CORNER OF SAID LOT 4A;

**THENCE:** N 45° 45' 51" W FOR A DISTANCE OF 235.78 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID NOVOSAD TRACT;

**THENCE:** N 45° 47' 12" W ALONG THE NORTHEAST LINE OF SAID NOVOSAD TRACT FOR A DISTANCE OF 87.81 FEET TO THE **POINT OF BEGINNING** CONTAINING 1.583 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JUNE, 2007. SEE PLAT PREPARED JULY, 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/07-429  
REVISED 07-12-07





**October 25, 2007  
Regular Agenda Item 3  
Construction Testing Costs**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Public hearing, presentation, possible action and discussion of an ordinance amending the Subdivision Regulations making developers responsible for the cost of construction testing in new developments.

**Recommendation(s):** Staff recommends approval of this ordinance amendment.

**Summary:** This ordinance proposes to amend City of College Station Code of Ordinances Chapter 9: Subdivisions to read as follows;

"The City requires testing by an independent laboratory acceptable to the City of College Station to ensure compliance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and approved plans and specifications of the construction of the infrastructure before final inspection and approval of that infrastructure. Charges for such testing shall be paid by the project owner/developer."

During the budget scrubbing process, staff was directed to seek cost savings within the department. After extensive search a savings of \$70,000 was identified, by transferring the construction testing costs to the developer. Previously this testing cost was paid from the Public Works Engineering budget in the City's general fund and is not charged to the developer.

It is common for developers to pay this cost in other cities.

**Budget & Financial Summary:** A service level adjustment reducing costs by \$70,000 was discussed and approved during the FY 08 budget process.

**Attachments:**

1. Ordinance

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

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISIONS," SECTION 9, "RESPONSIBILITY FOR PAYMENT OF INSTALLATION COSTS", SUBSECTION 9-I.2, "ENGINEERING", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 9, "Subdivisions," Section 9, "Responsibility for Payment of Installation Costs", Subsection 9-I.2, "Engineering", 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 (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

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

Page 2

APPROVED:



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

**EXHIBIT “A”**

That Chapter 9, “Subdivisions,” Section 9, “Responsibility for Payment for Installation Costs”, Subsection 9-I.2, “Engineering”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended in its entirety to read as follows:

**“9-I.2**       The City requires testing by an independent laboratory acceptable to the City of College Station to ensure compliance with the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and approved plans and specifications of the construction of the infrastructure before final inspection and approval of that infrastructure. Charges for such testing shall be paid by the project owner/developer.”

**October 25, 2007**  
**Regular Agenda Item 4**  
**Proposed Change of Subdivision Regulations**  
**Street Signs**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action on consideration of an ordinance amending Chapter 9, "Subdivision Regulations" Section 9, "Responsibility for Payment for Installation Costs", Subsection 9-H, "Street Signs", of the Code of Ordinances of the City of College Station, Texas.

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

**Summary:** Currently the City installs street signs at no cost to the subdivider. This amendment will transfer the responsibility of street name signs and associated poles and hardware to the subdivider at no cost to the City.

During the budget scrubbing process, staff was directed to seek cost savings within the department. After extensive search a savings of \$12,000 was identified, by transferring the street sign installation cost to the developer. This cost includes signs, sign poles and brackets at an average cost of \$75.00 per sign and \$75.00 per pole including brackets. The Public Works traffic division previously installed nearly one-hundred (100) new traffic signs in newly developed subdivisions per year.

**Budget & Financial Summary:** A service level adjustment reducing costs by \$12,000 was discussed and approved during the FY 08 budget process.

**Attachments:**

1. Ordinance

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

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISION REGULATIONS", SECTION 9, "RESPONSIBILITY FOR PAYMENT FOR INSTALLATION COSTS", SUBSECTION 9-H, "STREET SIGNS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 9, "Subdivision Regulations", Section 9, "Responsibility for Payment of Installation Costs", Subsection 9-H, "Street Signs", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:



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

**EXHIBIT "A"**

That Chapter 9, "Subdivision Regulations", Section 9, "Responsibility for Payment for Installation Costs", Subsection 9-H, "Street Signs", of the Code of Ordinances of the City of College Station, Texas, is hereby amended in its entirety to read as follows:

- "H. The subdivider will provide and install, at no cost to the City, all street name signs and associated poles, and hardware."

**October 25, 2007**  
**Regular Agenda Item 4**  
**Proposed Change of Subdivision Regulations**  
**Street Signs**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Public Hearing, presentation, discussion, and possible action on consideration of an ordinance amending Chapter 9, "Subdivision Regulations" Section 9, "Responsibility for Payment for Installation Costs", Subsection 9-H, "Street Signs", of the Code of Ordinances of the City of College Station, Texas.

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

**Summary:** Currently the City installs street signs at no cost to the subdivider. This amendment will transfer the responsibility of street name signs and associated poles and hardware to the subdivider at no cost to the City.

During the budget scrubbing process, staff was directed to seek cost savings within the department. After extensive search a savings of \$12,000 was identified, by transferring the street sign installation cost to the developer. This cost includes signs, sign poles and brackets at an average cost of \$75.00 per sign and \$75.00 per pole including brackets. The Public Works traffic division previously installed nearly one-hundred (100) new traffic signs in newly developed subdivisions per year.

**Budget & Financial Summary:** A service level adjustment reducing costs by \$12,000 was discussed and approved during the FY 08 budget process.

**Attachments:**

1. Ordinance

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

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISION REGULATIONS", SECTION 9, "RESPONSIBILITY FOR PAYMENT FOR INSTALLATION COSTS", SUBSECTION 9-H, "STREET SIGNS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 9, "Subdivision Regulations", Section 9, "Responsibility for Payment of Installation Costs", Subsection 9-H, "Street Signs", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:



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

**EXHIBIT "A"**

That Chapter 9, "Subdivision Regulations", Section 9, "Responsibility for Payment for Installation Costs", Subsection 9-H, "Street Signs", of the Code of Ordinances of the City of College Station, Texas, is hereby amended in its entirety to read as follows:

- "H. The subdivider will provide and install, at no cost to the City, all street name signs and associated poles, and hardware."

**October 25, 2007**  
**Regular Agenda Item 5**  
**Comprehensive Plan Update - Phase II Contract**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution for a contract for consulting services (Contract #08-041) with Kendig Keast Collaborative for the preparation of Phase II of a new Comprehensive Plan, in the amount of \$322,590.

**Recommendation(s):** Staff recommends the approval of the attached contract for consulting services by Kendig Keast Collaborative (KKC) for Phase II of the Comprehensive Plan.

**Summary:** The development of the Comprehensive Plan is being completed in two phases. The first phase included the creation of a vision by the community, and goals and policies to support the vision. The first phase was completed in September 2007.

Phase II of the Comprehensive Plan update will result in the creation of a planning document that will contain chapters or elements that include Community Character, Neighborhood Integrity, Economic Development, Parks, Art & Leisure, Transportation, Municipal Services & Community Facilities, Growth Management & Capacity, and Implementation and Administration. Phase II of the Comprehensive Plan Update is anticipated to be complete in late 2008.

**Budget & Financial Summary:** The total cost of Phase II of the Comprehensive Plan update is \$322,590.

**Attachments:**

1. Resolution
2. Firm Profile
3. Scope of Work

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE COMPREHENSIVE PLAN UPDATE - PHASE II PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the consulting services for Phase II of the Comprehensive Plan Update and

WHEREAS, the selection of Kendig Keast Collaborative is being recommended as the most highly qualified provider of the consulting services; now, therefore,

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

PART 1: That the City Council hereby finds that Kendig Keast Collaborative is the most highly qualified provider of the services for Phase II of the Comprehensive Plan Update Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Kendig Keast Collaborative for an amount not to exceed \$322,590.00 for the consulting services related to the Comprehensive Plan Update - Phase II Project.

PART 3: That the funding for this Contract shall be as budgeted from the General Fund in the amount of \$322,590.00.

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

ADOPTED this 25<sup>th</sup> day of October, A.D. 2007.

ATTEST:

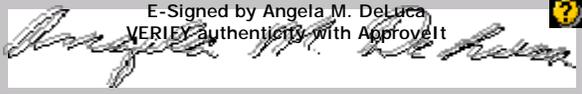
APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



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



# Firm Profile

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Kendig Keast Collaborative (KKC) was formed as Lane Kendig, inc. in December 1982, and recently renamed to reflect the collaboration of Lane H. Kendig and Bret C. Keast, AICP. As President, Lane directs a highly qualified staff in the provision of planning services in the areas of comprehensive planning, growth management, zoning and land use regulations, development impact analysis, parks and recreation master planning, land planning, planning software applications, and administration. The firm is proud of its reputation for providing clients with highly customized and responsive approaches to innovative yet viable planning solutions. The unique approach and planning process used by KKC is grounded in the encouragement of meaningful public participation, a clear understanding of planning issues and implementation options, and a direct linkage between plans and ordinances to ensure that work products are politically feasible and thoroughly implementable.

## Depth of Experience

Lane H. Kendig, President, has more than 35 years of experience in planning and growth management. He has successfully worked for regional agencies, counties, cities, and towns of all sizes and planning environments. As a result of his years of government service, Mr. Kendig is intimately aware of the issues that confront local officials when they face complex and difficult planning issues. Performance zoning, for instance, was conceived and developed by Lane for Bucks County in response to suburban growth problems that were not adequately managed by conventional zoning. (*Performance Zoning*, American Planning Association, 1980.)

Bret C. Keast, AICP, Vice President, joined the firm in 2003 as a principal and partner with Mr. Kendig. Bret has 17 years of experience in the public and private sectors having worked for a regional council of governments in Central Iowa (1989-90), the City of Olathe, Kansas (1990-95), and Wilbur Smith Associates (1995-03). Bret's practice has focused on comprehensive planning, land development ordinances, land use and transportation studies, parks and recreation master plans, special area plans, plan implementation, and public facilitation. Bret is co-author of Meeting Procedures and Liability Issues for Public Officials, published in the Guide to Urban Planning in Texas Communities. He has also made presentations at four National APA conferences as well as numerous state and regional planning conferences and workshops. Bret has been recognized each year since 1997 with statewide and local awards for outstanding plans and projects.

Mac Birch, Principal, has worked on over 40 projects over the past 12 years with KKC. He is an accomplished planner and recognized leader and innovator in the creation and use of computer software applications. Since 1992, he has been responsible for the development and support of three specific, internet-based planning software products: RapidRegs<sup>™</sup> "Computerized Zoning Ordinance" which has



been installed in 25 communities across the nation (including Chicago, Milwaukee, San Francisco, Houston, and Hilton Head Island); SAVFS™, an integrated mapping and modeling software package, and AppTRAK™, an internet based system for monitoring the issuance, inspection and reporting of land use and building permits.

Sarah Pearson, Associate Planner, joined Kendig Keast Collaborative as an Associate Planner after . Sarah contributes to KKC her experience working in public and private sector organizations. Her strength lies in the range of projects that she has worked on which have required strong problem/issue identification and analytical skills, expertise in strategy development, and excellent communication skills.

Jonathon Grosshans, Associate Planner, joined Kendig Keast Collaborative, as an Associate Planner following several years of community planning experience in the municipal and non-profit sectors. Jon adds experience related to university master plans and waterfront planning, with an emphasis on transportation and design. He also brings his technical experience with Geographic Information Systems, computer modeling, and graphic web production design. His areas of focus include comprehensive planning, development codes and standards, and graphic design.

### Services

Kendig Keast Collaborative provides planning staff for the Illinois suburbs of Barrington Hills, Indian Creek, Lake Villa, and Long Grove. These communities range from low-density, residential communities protective of their environments to rapidly developing and mature suburbs having a full range of employment and commercial/residential areas. KKC was retained by these communities because it provides clear, concise, timely, and thoroughly professional development review. In addition, the firm conducts major planning, zoning, and other special studies for these clients.

The firm also provides its clients with innovative solutions to unique (and not so unique) problems. Ordinance revisions, special studies, and updates to planning documents are other services provided by the firm. For example, working with private developers in Illinois, Lane is at the forefront of "conservation developments," a strategy that can bind developers to site specific plans without the burden of conditional approvals. Such work has kept him as a leader of contemporary planning, zoning, growth management, and computer applications in planning.

Identification of a community's character and the institution of design controls to achieve a desired visual integrity are other areas in which KKC is a leader. The firm has developed an advanced technique for community character analysis that has now been used in a wide variety of jurisdictions across the nation. The firm has a number of computer programs that address complex zoning and landscape issues, impact analysis, transportation, and non-point source pollution issues. In particular, the firm is the developer of computerized zoning ordinance software *Zoning Plus* and a land use scenario modeling program known as Strategic Analysis: Vision Evaluation System (SAVES) that links an easily updated map with impact analysis.

## Locations

The locations of our offices include the corporate office in **Chicago, Illinois**, and offices in **Sturgeon Bay, Wisconsin**, and **Sugar Land, Texas**. Our corporate office is centrally located to provide convenient access to clients across the nation. The firm's accounting system is centralized to ensure accurate and timely invoicing and account management. While all of the offices maintain a full array of technical and staff resources, they utilize firm-wide resources to provide complete professional services.

## Technology and Innovation

Innovation is our forte. The firm prides itself in its "leading edge" approach to crafting innovative yet practical planning solutions. Lane continues to be one of the nation's respected authorities on the forefront of the planning profession. He is the author of *Performance Zoning* (American Planning Association, 1980) and has written numerous articles for *Land Use Law and Zoning Digest*, *Planning Magazine*, *Naturescape Magazine*, *Urban Land*, and *The Urban Lawyer*. Bret is co-author of *Meeting Procedures and Liability Issues for Public Officials*, published in the *Guide to Urban Planning in Texas Communities*. He is also on the forefront of educating citizens and public officials through regional workshops and national conference presentations.

The firm has several proprietary computer applications, including the Computerized Zoning Ordinance (CZO), Strategic Analysis: Vision Evaluation System (SAVES), and AppTrack (applications tracking software). These applications have been installed in a variety of government settings throughout the nation. Each application is fully customizable to meet the unique, individual needs of our clients.

## Awards and Recognition

Lane H. Kendig, President, and Bret C. Keast, Vice President, have been recognized for quality results in plan making, code drafting, and land design. The firm has received awards from the national organization of the American Planning Association (APA), state chapters of APA, the National Association of Counties, and the Best in American Living Award from the National Homebuilders Association, *Better Homes and Gardens*, and *Professional Builder* magazines. These awards exemplify the firm's commitment to quality results that exceed the expectations of their clients and merit recognition for their innovativeness, comprehensiveness, and successful outcomes. Their awards include:

### National Awards

- **Loudoun County, Virginia General Plan, Comprehensive Planning: Small Jurisdiction, American Planning Association National Award, 1994.**
- **New Castle County, Delaware, Comprehensive Plan, National Association of Counties, 1988.**
- **Lake County, Illinois, Natural Resources Plan and Zoning, National Association of Counties, 1979.**
- **The Fields of Long Grove (160-acre residential development), Best in American Living, National Homebuilders Association, Better Homes and Gardens, and Professional Builder magazines.**

### State and Local Awards

- **Rosenberg Parks and Recreation Master Plan, Houston Section, American Planning Ass'n, 2004**
- **Nacogdoches Comprehensive Plan Update, Texas Chapter, American Planning Association, 2003**
- **Kerrville, Texas "LINK to the Future" Comprehensive Plan, Texas Chapter, American Planning Association, 2002**
- **Bastrop, Texas Comprehensive Plan, Texas Chapter, American Planning Association, 2001**
- **Lockhart, Texas 2020 Comprehensive Plan, Professional Planning Award, Central Texas Section, American Planning Association, 2000.**

- **Starr County Comprehensive Colonia Study and Plan, Honorable Mention Award, Texas Chapter, American Planning Association, 2000.**
- **Bryan, Texas Comprehensive Plan Update and Municipal Annexation Plan, Community of the Year, Texas Chapter, American Planning Association, 2000.**
- **New Braunfels, Texas New Millennium Plan, Texas Chapter, American Planning Association, 1999.**
- **Sugar Land, Texas Comprehensive Zoning Study, Texas Chapter, American Planning Association, 1998.**
- **Harlingen, Texas Vision 2020 Comprehensive Plan, Texas Chapter, American Planning Association, 1997.**

#### Publications

- **Too Big, Boring, or Ugly: Planning and Design Tools to Combat Monotony, the Too-big House, and Teardowns, American Planning Association, PAS Report Number 528, 1995.**
- **Performance Zoning, Lane Kendig, et al. Planners Press, Chicago, Illinois, 1980.**
- **Performance Zoning, Bucks County Planning Commission, 1973. Revised and reprinted, 1976.**
- **"Traffic Sheds, Rural Highway Capacity, and Growth Management,"** with Stephen Tocknell, American Planning Association, Planning Advisory Service, Report Number 485, March 1999.
- **"Computerized Zoning: The Future Is Now,"** with Brian Blaesser, Land Use Law and Zoning Digest, American Planning Association, April 1996, (Vol. 48, No. 4).
- **"Meeting Procedures and Liability Issues for Public Officials,"** Guide to Urban Planning in Texas Communities, 1996.
- **"Tomorrow's Planning Tools Today,"** with Marc Mylott, Z Management Ideas, Zucker Systems' Management Info Services, July 1995 (Issue 31).
- **"Stop the Insanity!"** Land Use Law and Zoning Digest, American Planning Association, January 1995, (Vol. 47, No. 1).
- **"Pipe Dreams,"** Planning, American Planning Association, June 1989.
- **"Performance Zoning for Sensitive Land in Queen Anne's County, Maryland,"** Urban Land, August 1988.
- **New Standards for Nonresidential Uses, American Planning Association, PAS Report Number 405, 1987.**
- **"Why Consider Fishing in Urban-Suburban Planning,"** Urban Fishing Symposium Proceedings, The American Fisheries Society, 1984.
- **"Performance Guaranties,"** Land Use Law and Zoning Digest, February 1983, Vol. 35, No. 2.
- **"Designer's Notebook,"** Nature Scape, Sep. 1981, Nov. 1981, Jan. 1982, May 1982.
- **"Developers and Performance Zoning,"** Urban Land, January 1982, (Vol. 41, No. 1).
- **"Performance Zoning - An Alternative to Euclidian Zoning,"** Planning 1977.
- **"TDR - a Pragmatist's View,"** The Urban Lawyer, Summer 1977, (Vol. 9 No. 3).
- **"Carrying Capacity as a Planning Tool,"** Urban Land, December 1977.
- **"Community Planning: A Retrospective Evaluation,"** Bucks County Planning Commission, 1975.

# Exhibit A:

## Work Program - Comprehensive Plan Phase II

Under contract to the **City of College Station** (COCS), Kendig Keast Collaborative (KKC) will continue, in a second phase of work ("Phase II"), to assist the City to update its Comprehensive Plan. KKC will be supported in this effort by subconsultants **Kimley-Horn & Associates, Inc.** (Transportation) and **Economic Stewardship, Inc.** (Economic Development). This consultant involvement and facilitation will be carried out according to this Work Program and contingent upon the support services outlined under the sections, "City Expectations" and "Joint Expectations."

### Background

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The City of College Station began the process of re-writing its Comprehensive Plan in mid 2006. The purpose of the new Comprehensive Plan is to create a more workable policy document that will help guide decisions about the future growth and development of the community. The Comprehensive Plan is a statement of the community's vision for the future and a guide to achieving that vision. It will anticipate growth and guide that growth in a manner that provides College Station with a balance of land uses that promote economic growth, while retaining the quality of life enjoyed by its residents.

The City is updating the Comprehensive Plan in order to:

- ◆ determine College Station's vision for the future;
- ◆ decide which types of development opportunities are compatible with the vision;
- ◆ determine where and how College Station should grow;
- ◆ provide guidance in making land use and transportation decisions;
- ◆ preserve and improve the integrity of neighborhoods and overall quality of life;
- ◆ promote economic development;
- ◆ ensure that the City meets the expectation of its residents in the delivery of services; and
- ◆ remain fiscally responsible on behalf of the citizens of College Station.

The Comprehensive Plan will be the guiding policy document for the decisions that are made for the community.

The development of the Comprehensive Plan is being completed in two phases. The first phase included the creation of a vision by the community, and goals and policies to support the vision. The first phase was completed in August 2007. Phase II of the Comprehensive Plan is anticipated to be complete in late 2008.

### Delineation of Responsibilities for Work Program

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The purpose of this Work Program is to facilitate the preparation and adoption of the second phase of the Comprehensive Plan. This scope of work describes the chapters and elements associated with the preparation of the City of College Station's Comprehensive Plan. **The chapters outlined in the following pages include work by both the consulting team and City staff.** In order to create a plan that is unique to the City of College Station, City staff, with participation from the Comprehensive Plan Advisory Committee (CPAC), will craft several of the plan elements in cooperation with the consulting team. The

expectations of the consulting team and City staff are outlined in the table below and then described in more detail in the sections that follow.

### Responsibility for Comprehensive Plan Chapters/Elements

Plan Chapter	Lead Responsibility	Comments
Introduction	COCS	- KKC review (of City-prepared plan chapter)
Existing Conditions Report (separate from Plan document)	COCS	- KKC review
Community Character - including Unique Community Assets element	KKC	
Neighborhood Integrity	COCS	- KKC review
Economic Development	ESI (KKC Sub)	
Parks, Art & Leisure	COCS / KKC (Parks Master Plan Update)	- KKC summarization of Parks Master Plan key elements in plan chapter
Transportation	KHA (KKC Sub)	
Municipal Services & Community Facilities	COCS	- KKC review
Growth Management & Capacity - including Utilities element	KKC COCS (Utility Master Plan Updates)	- KKC summarization of Utility Master Plan key elements in plan chapter
Implementation & Administration	KKC	

NOTE: In the table above and throughout this Work Program, text in **black** indicates items which are the responsibility of the consultant team while items in **maroon** are the responsibility of the City.

#### Consultant Expectations

The consulting team will:

- ◆ Identify a single individual as the consultant team’s Principal in Charge, who will have ultimate responsibility for the performance of the contractual services, and another individual as the consultant Project Manager, who will serve as the consultant team’s primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and Consultant personnel, resources, and capabilities.
- ◆ Provide monthly written progress reports to the City in a format that clearly indicates completion of – or significant interim steps in preparation for or toward completion of – all project deliverables and meetings specified in this work program. The reports will also indicate activities scheduled for the

next progress report period and document any project delays or difficulties encountered and measures taken in coordination with City staff to overcome them.

- ◆ Provide general direction – and direct assistance as specified in this Work Program – on tasks that are identified to be led by City staff.
- ◆ Establish document templates and associated style rules for all plan chapters and map figures to be included in the plan document to ensure consistent organization, format, appearance and quality.
- ◆ Prepare brief, bulleted summaries of key points raised, questions discussed, and follow-up actions identified during project meetings for which KKC is the lead facilitator (not to include meetings which City staff lead and KKC personnel only attend/observe).
- ◆ Review and provide comments on all draft and revised plan chapters/elements prepared by City staff, and have responsibility for identifying necessary revisions to all plan chapters/elements to address consistency in writing styles and in planning philosophy throughout the plan document. (City staff will be responsible for making all revisions to City-prepared plan chapters/elements based on specific consultant – and CPAC/other – review comments. The consultant team will not be involved in any rewriting of City-prepared draft text or drafting of new or supplemental text in City-prepared plan chapters/elements except as specified for particular tasks in this Work Program. Additionally, the consultant team will not be responsible for the accuracy of technical data and/or content included or cited in any chapters/elements prepared by City staff.)
- ◆ Provide information and guidance on recommended ordinance changes and sample ordinance provisions based on the proposed Comprehensive Plan goals, policies and actions.
- ◆ Package all the final, approved plan chapters into a single, cohesive document which meets both the consultant team’s and the City’s quality standards.
- ◆ Oversee the production and delivery to the City of the as-adopted comprehensive plan document, including all illustrations and related attachments, and incorporating all final map figures as printed and provided to KKC by the City (in the quantity specified in the Project Deliverables section of this Work Program).

### Joint Expectations

Both the City and the consulting team will jointly be responsible for:

- ◆ Completing project status conference calls at least every three weeks throughout the duration of the project, including sharing by City staff of an up-to-date “project log” of plan-related activities, meetings, and work items completed by City staff (similar to that maintained by KKC throughout the project).
- ◆ Allotting time for City staff and consultant team representatives to meet on the day of scheduled meetings in College Station, prior to such meetings (i.e., CPAC, P&Z, public events, etc.), to coordinate on project issues and/or final meeting preparation and logistics.
- ◆ Preparing and maintaining a workable and detailed project schedule (of all deliverables and meetings) for the Phase II Work Program that ensures steady progress and prompt results while assuring adequate time for citizen and stakeholder involvement and meaningful review and comment prior to formal public hearings and adoption procedures. This schedule must especially clarify the planned work flow and associated coordination and interaction between City staff and the consultant team to ensure that all project milestones are met in a timely manner and the overall Phase II schedule is maintained throughout – allowing for appropriate and mutually agreed upon

adjustments along the way based on project developments. **An initial schedule will be drafted as an immediate work item as soon as Phase II is initiated.**

- ◆ Establishing mutually agreed upon deadline dates by which draft plan chapters/elements or other project handouts or materials to be prepared by either party must be ready and available for distribution or release – or for internal review and comment by the other party – prior to scheduled project meetings or events (and original and/or PDF versions of such materials shall be promptly delivered to the other party via email or FTP). In particular, all deliverables associated with a meeting, as prepared by the consultant team or City staff, shall be provided to the other (reviewing) party no less than three (3) weeks prior to the meeting. The reviewing party will have one (1) week to review the materials, which will be revised based on the review comments and provided one (1) week in advance of the meeting.
- ◆ Sharing relevant reference materials, data (and data sources), photos/graphics, and electronic files that both parties have acquired and/or should be aware of as general background information or as a potential input to preparation and/or revision of certain plan chapters/elements, presentations, or other project materials.
- ◆ Establishing a GIS data structure, through coordination between appropriate City and consultant technical personnel, to ensure the efficiency and reliability of necessary data-sharing throughout the project. The City will be responsible for printing/plotting all draft and final maps during the project. KKC will provide the City a “map layout” for use as a template, consistent with the overall plan document format, for all map figures the City is responsible for preparing. For those maps KKC is responsible for preparing, KKC will provide the City appropriate data files (shapefiles) for the City to use in creating and printing the maps for stakeholder/public distribution.
- ◆ Assuring the basic quality of all work products prepared and delivered by each party to the other through internal review and quality control procedures by both the City and consultant team. All deliverables should receive final internal review and be delivered by the City’s Project Director and the consultant Project Manager, respectively. Any work product that upon delivery is found to be substantially below basic quality standards (e.g., not prepared in agreed-upon templates, not following agreed-upon organization and style rules, containing extensive spelling and/or grammatical errors, etc.) will be returned for further attention prior to review by the other party.
- ◆ Preparing for and leading presentations and facilitating discussions at project meetings and briefings (CPAC, Planning & Zoning Commission, City Council, public meetings, etc.), depending on whether the consultant team or City staff had lead responsibility for preparing the relevant plan chapter/element or other information/materials to be covered at each respective meeting or briefing. Necessary handouts or graphic aids for all meetings will be prepared by the lead party (City or consultant team), unless otherwise specified in this Work Program or mutually agreed upon in advance of a particular meeting or event.
- ◆ Exchanging with the other party, upon project completion, electronic files on compact disc of all plan-related documents in their native format (e.g., Microsoft Word, Excel, PowerPoint; ESRI-compatible formats, etc.), including all supporting graphics, tables, illustrations, maps, and other elements of the plan.

## City Expectations

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The City of College Station will:

- ◆ Identify a single individual as the City's Project Director, who will serve as the City's primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and Consultant personnel, resources, and capabilities.
- ◆ Provide the consultant team written summaries, and copies of any handouts/materials, from all plan-related meetings not attended by the consultant team members.
- ◆ Provide to the consultant team all available data, maps, air photos, previous reports/plans/studies, and other information that is available to the City in digital format and is pertinent and necessary for development of each plan chapter/element for which the consultant team is primarily responsible. Prompt compilation and delivery of such resource materials to the consultant is an essential prerequisite for initiation of the Comprehensive Plan process and timely progress on various initial study tasks. The City will reproduce all hard-copy materials such that they will not require return upon project completion (or will provide materials in PDF or other readily usable electronic formats).
- ◆ Based upon guidance provided by the consultant team, make contacts with agencies and organizations for data collection and coordination purposes, obtain necessary data and electronic maps, arrange meetings as needed, and make these entities aware of the comprehensive planning process.
- ◆ Ensure that key City personnel, advisory board members, and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for development of the various plan chapters (for City staff, this will occur particularly through the Staff Resource Team, or SRT). This will include potential formal or informal meetings and briefings with City Council as specified in this Work Program.
- ◆ Immediately upon initiation of Phase II, provide an updated, detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources, such as the Brazos County Appraisal District. This will enable the consultant team to identify and confirm any new data/information that has become available since the initial data delivery from the City at the start of Phase I.
- ◆ Reproduce and forward each draft project submittal provided via email by the consultant team to each CPAC member and key City staff members. In addition, each draft deliverable will be provided to the City Council for courtesy review and discussion as the plan update process proceeds. An item should be added to the Planning & Zoning Commission and City Council agendas throughout the duration of the comprehensive planning process to provide ongoing discussion opportunities for the Commission and Council and to allow for overall direction of the plan update. City staff will be responsible for providing briefings to the Commission and Council at regular intervals throughout the process, except where consultant-led briefings are provided for in this Work Program.
- ◆ Conduct public information activities in conjunction with major public meetings and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the City's website.
- ◆ Use the City's website to disseminate information and inform, update and educate the public about the ongoing comprehensive planning process. The consultant team will provide already-completed

Microsoft Word documents or ArcView GIS maps in PDF format, which can be easily posted on the City's website.

- ◆ Provide ongoing administrative support for the CPAC, which was established during Phase I. One or more members of the Planning & Zoning Commission and City Council should be included for liaison and tracking purposes throughout the project. The City's support services will include arranging meeting locations, preparing and distributing meeting notices, and preparing and reproducing agendas and other handouts (from a reproducible original provided by the consultant team when the consultant team had lead responsibility for preparing such materials). The City will also provide three-ring binders with section dividers for all CPAC members, involved City officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The project notebooks should include rosters and contact information for members of the CPAC, Planning & Zoning Commission, City Council, and key City staff, plus the detailed project schedule.
- ◆ Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in this Work Program, including adequate setup for presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.). The City's support services will include providing public and news media notification of public meetings, producing/ mailing/ distributing notices, preparing and reproducing agendas and other handout materials, providing sign-in sheets and otherwise documenting meeting attendance, and providing refreshments. The City will also be responsible for inviting members of City Boards and Commissions and representatives of other key agencies and community organizations to attend public meetings related to the plan update process.
- ◆ Commit the necessary resources to adequately prepare for and promote any significant community outreach events to be conducted in Phase II (similar to the Citizens Congress event in Phase I) to ensure significant attendance, participation, and media coverage. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.), creating and distributing promotional posters and/or flyers, preparing and distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards, making arrangements for snacks/beverages and entertainment (school choir or orchestra, local musician, etc.), providing greeters and City staff or volunteers to staff a sign-in table, assigning City staff to assist with any planned small-group breakout sessions, arranging for City officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes (optional), and reproducing a program/agenda for the event which could include an insert or "tear-off" form for submitting written comments and ideas. KKC will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.

## Phase II Tasks

### Community & Leadership Participation

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Community involvement is an essential part of preparing a comprehensive plan to ensure that the plan reflects the values and priorities of the community. A broad cross section of stakeholders, including those involved in local organizations, representatives from local and regional coordinating agencies, and residents will be invited to participate in the continuing plan development process to provide input and react to plan proposals toward defining the future of the community. The public and leadership involvement process initiated in Phase I will carry over into this phase and will be closely coordinated with potential community education efforts envisioned by the City and to be carried out entirely by City staff.

The following activities will be included in this task:

#### Task Activities

- ◆ Conduct a **Phase II kick-off meeting** with key City staff members to review the scope of work, data/information needs, and other project logistics; formulate a detailed project schedule; discuss the preferred format for CPAC meetings; and coordinate on the format of plan chapters, maps and graphics so templates may be established for use by City and consultant staff.
- ◆ Participate in up to four (4) working meetings with the City's **Staff Resource Team (SRT)** during the course of Phase II, all of which will be scheduled to occur during planned project trips.
- ◆ Attend up to twelve (12) working meetings with the City's **Comprehensive Plan Advisory Committee (CPAC)** for presentation, review and discussion of plan issues, draft plan materials, and other pertinent topics.
- ◆ Attendance by one (1) KKC principal at up to **two (2) additional meetings**, yet to be specified prior to project initiation, but as needed on a contingency basis during the course of the project.
- ◆ Concurrently with a planned project trip, provide a **briefing to the City Council at a mid-point in the plan development process** to inform them of the project status, receive their feedback and direction on emerging plan proposals, and ensure the plan is consistent with their expectations.
- ◆ Complete a **community Open House event** when an overall draft of the Comprehensive Plan is ready for public review. Individual stations will be set up to display the various plan elements and maps, highlight significant action recommendations, address questions, and allow informal dialogue and formal acceptance of public comments and feedback. The event will be advertised by the City as an open format over several hours on one evening. KKC will be responsible for producing an original of a one- to two-page summary of each plan chapter, applicable exhibits, and an overview PowerPoint presentation.
- ◆ Complete an extended **joint workshop with the Planning & Zoning Commission and City Council** to overview the draft plan, providing an opportunity for their detailed review and consideration.
- ◆ Complete a **"first-and-next-step" implementation workshop**, following and held concurrently with the joint workshop in the previous item, to identify plan implementation priorities, timing, and responsible departments or entities. KKC will prepare a series of poster sheets with the action

recommendations that are potentially of highest priority. Then workshop participants will each be given an opportunity to “vote” on their top priorities (number to be determined). Upon determination of the consensus priorities, KKC will facilitate discussion of the timing and administration of these tasks. The outcome of this exercise will be incorporated into a summary action table in the final plan document.

- ◆ Attend a **City Council public hearing**, at which KKC will present the highlights of the final proposed Comprehensive Plan in coordination with City staff.
- ◆ In coordination with City staff, help to identify **project-related items to be posted on the City’s website** by City staff (e.g., project schedule, interim draft plan chapters and maps, and other materials already provided by KKC in Adobe \*.pdf format).

#### **Deliverables:**

- ◆ One (1) reproducible original of any handouts or display materials to be distributed or on display at particular meetings and workshops, as a supplement to the draft plan elements to be reviewed and discussed at such meetings.
- ◆ PowerPoint presentations as needed for particular meetings and workshops (draft and final).

#### **Plan Introduction**

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This element will include a definition of “Comprehensive Plan,” the benefits of having a Comprehensive Plan, a brief discussion of the importance of updating College Station’s plan, and the relationship of the update to the 1997 Comprehensive Plan. It will also provide background information on the comprehensive planning process, including an overview of the public input opportunities and activities that facilitated the completion of the document. Lastly, it will include the resulting vision for the City of College Station.

The following elements will be included in this chapter:

- ◆ An **educational component**, including an explanation of what a Comprehensive Plan is, why College Station has one, the benefits of the plan, and the City’s authority to adopt a Comprehensive Plan.
- ◆ An explanation of the **Comprehensive Plan process** used, including public input opportunities, the role of the Comprehensive Plan Advisory Committee (CPAC), the Staff Resource Team (SRT), the Planning & Zoning Commission, and the City Council.
- ◆ The definition and delineation of the **Comprehensive Plan study/planning area**, which will include the existing city limits and extraterritorial jurisdiction (ETJ) plus any immediate contiguous areas that could reasonably be added to the ETJ over the 20-year plan horizon through annexation activity by the City.
- ◆ The **Vision** for the City of College Station, including a graphic demonstration of the relationship between the vision and the plan goals and policies.

#### **Deliverables:**

- ◆ Chapter 1, Introduction, of Comprehensive Plan document (draft and final).
- ◆ Map figure: (1) Comprehensive Plan study/planning area.

- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

## Existing Conditions Report

To develop a meaningful plan, it is important to know what kinds of growth pressures are expected to influence the City's future. Trends, projections, and assumptions provide numerical benchmarks to help determine if the plan is realistic and reasonable. To that end, a thorough understanding of the existing conditions serves as the springboard for drafting the chapters of the plan. This report will provide a detailed description of the planning area's natural and built environment. It will also include a demographic and economic profile of the planning area.

The following elements will be included in this report:

- ◆ A brief **historical background** on the City of College Station.
- ◆ Brief description of College Station's **regional context**, including its relationship to the adjacent City of Bryan.
- ◆ Information on current **demographics and community trends**, including population information, median age, household size, growth trends, building permit activity, etc.
- ◆ A **housing inventory**, to include information on the current inventory of dwelling units (single-family, duplex, and multi-family) and housing characteristics such as median home value, size, mean density, owner versus renter occupied, etc.
- ◆ A brief background on the key economic indicators in the area, and a history of the **economic development** strategy in College Station, including the role of the Research Valley Partnership (RVP).
- ◆ Information on **local employment and job creation**, including household income, educational attainment, employment by sector, etc.
- ◆ An overview of the **geography** of the area, including soil type, vegetation, topography, floodplain and other physical attributes.
- ◆ An inventory of **natural environmental features** which can pose constraints to significant urban development in particular areas and/or provide amenities and value to nearby development when preserved and enhanced (e.g., creeks and other water features, wetland and riparian areas, forested areas and significant mature trees in the community, etc.).
- ◆ Consideration will be given to tree protection and canopy cover, creeks and natural drainage areas
- ◆ An inventory and assessment of the existing **transportation system**.
- ◆ An inventory of **existing land uses and existing zoning** of property in the City of College Station (to be coordinated closely with the community character field work and mapping to be conducted by KKC under the Community Character task).
- ◆ **Existing utility service** areas, capacities and information relating to the multiple service providers within the study area.
- ◆ A review of and reference to other **existing and viable plans** such as the Wolf Pen Creek Master Plan.

## Deliverables:

- ◆ Existing Conditions Report, formatted and published as a separate, stand-alone report and complementary document in support of the Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) thematic maps related to demographics, housing, and economic indicators; (2) Existing Housing Inventory; (3) Physical Setting; (4) Existing Transportation System; (5) Existing Land Use; (6) Existing Zoning; and (7) Existing Utility Service Areas.
- ◆ KKC/KHA/ESI review memorandum with specific comments, questions and suggested revisions to the City-prepared report and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

## Community Character

Understanding College Station's character as a city and the character of individual areas within the community is vital to protecting it. The purpose of this chapter is to identify community character and establish the necessary guidance that will be used in making decisions about the compatibility and appropriateness of individual developments within the context of the larger community. The future land use plan will serve to direct development, manage the pattern and character of future growth, preserve valued areas and lands, and protect neighborhoods. Urban design and the aesthetics of the community are recognized as a vital component of the quality of life of College Station residents.

The following elements will be included in this chapter:

- ◆ Identification and evaluation of College Station's **community character** through field work, including a windshield survey (building upon preliminary inventory work completed during Phase I). This element will include an analysis of the character and urban form of different areas of the community, focusing on existing development characteristics and future development potential.
- ◆ A **land use plan** will be developed for the existing city limits and defined urban growth area for the time horizon of the Comprehensive Plan based on the need to protect existing land uses and provide for future economic opportunities. The Land Use Plan will illustrate both the pattern and the character of future growth and will provide guidance on how and where College Station will develop in the future. KKC will calibrate and apply its SAVES (Strategic Analysis: Vision Evaluation System) growth and land use scenario model to calculate the spatial requirements for future land use based upon population and economic growth forecasts, in relation to available developable areas (and this work will be coordinated with related SAVES efforts under the Growth Management & Capacity task).
- ◆ Recommend **amendments to the Unified Development Ordinance** regarding the delineation and specification of character-based zoning districts. This will be closely coordinated with the ordinance evaluation for the Implementation & Administration task and will particularly focus on the non-residential districts. Narrative description will be provided regarding the proposed changes to the zoning district structure and content and the similarities and contrasts to the existing districts and standards.
- ◆ An **urban design and community appearance** element will identify opportunities for enhancing the physical character and attractiveness of the community. Public rights-of-way, public projects, and

development and redevelopment will be considered with respect to urban design. Specific recommendations as to needed changes to the City's policies and standards will be included.

- ◆ Based on the **natural environment** inventory in the Existing Conditions Report, identify opportunities for preserving College Station's amenities and open space as a means to enhance community character, particularly along corridors, at community gateways and in other key areas. Consideration will be given to tree protection and canopy cover, creeks and natural drainage areas, and the aesthetic and health benefits that these natural assets offer to the community. Information on the benefits of density bonuses will be included.

A special focus of the Community Character chapter will be Unique Community Assets. College Station recognizes that it has certain assets, or areas of the city, that contribute to the uniqueness of the community. These areas provide for a sense of place and development that is representative of the community's values. The purpose of this element is to recognize and incorporate existing special area plans and districts, gateways, and corridors into the Comprehensive Plan, and to identify where further refinement of the districts or their administration may be beneficial. In addition, the plan will establish a process for protecting, measuring and monitoring these community assets. The following items will be included in this element:

- ◆ An administrative structure to reference and integrate **existing plans** into the Comprehensive Plan, including:
  - Wolf Pen Creek
  - Northgate Redevelopment Implementation Plan
  - Business Center at College Station Master Plan
  - City of College Station City Center Master Plan
  - Texas A&M University Campus Master Plan
- ◆ An administrative structure to define, preserve, protect, and enhance the **gateways** to College Station that impact economic well-being and aesthetics to and through the community, including:
  - University Drive
  - SH 6 / Texas Avenue
  - SH 6 / William D. Fitch Parkway
  - SH 6 / Rock Prairie Road
  - South College Avenue
- ◆ An administrative structure to define, preserve, protect, and enhance key **corridors** within the community that impact economic well-being and aesthetics in College Station, including:
  - University Drive
  - Earl Rudder Freeway South
  - Texas Avenue
  - Wellborn Road
  - Future Medical Area (SH 6, Rock Prairie Road & William D. Fitch Parkway)
- ◆ Identification of opportunities for future partnership and cooperation with area **educational systems** (College Station Independent School District and Texas A&M University) to promote good urban design and provide enhanced facilities and expanded educational opportunities for College Station citizens. This element will include identification and recognition of these entities' plans for future expansion, growth and development.

- ◆ Development of criteria and a methodology for the identification and protection of **future community assets**.

**Deliverables:**

- ◆ Community character and urban form analysis (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ◆ Land Use Plan background, description and rationale (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ◆ Preliminary outline of UDO and zoning district issues and potential recommendations likely to be addressed in Chapter 2 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ◆ Urban design and community appearance findings and preliminary outline of potential recommendations likely to be addressed in Chapter 2, including community character considerations related to environmental assets (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ◆ Preliminary outline of administrative structure considerations and likely direction in Chapter 2 related to Unique Community Assets (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ◆ Preliminary outline of criteria and methodology considerations related to the identification and protection of future community assets (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ◆ Chapter 2, Community Character, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Existing Community Character, (2) Land Use Plan, and (3) Community Assets (highlighting special areas/districts/sites, key corridors, and gateway locations) – and reference to the Existing Land Use and Existing Zoning map figures in the Existing Conditions Report.

Neighborhood Integrity

The purpose of this chapter is to ensure the continued viability and long-term protection of College Station's neighborhoods. Neighborhoods are recognized as making the community unique and contributing to residents' quality of life. Issues such as historic preservation, property maintenance, land use adjacency, neighborhood traffic and student housing can have an impact on the quality and stability of neighborhoods. This chapter will provide guidance for making decisions about the compatibility and appropriateness of proposed developments in context with their immediate and surrounding neighborhoods.

The following elements will be included in this chapter:

- ◆ A **housing element**, the data for which will be developed through field work, including a windshield survey, to evaluate the community's existing housing stock and future housing needs. Existing housing market data from the 2000 Census, as well as the housing condition assessment conducted during the 1997 Comprehensive Plan process (and provided in the 2005-09 Consolidated Plan) will supplement the field work.

- ◆ Identification and evaluation of **neighborhood character** through field work, including a windshield survey, and analysis of the pattern and character of College Station’s existing neighborhoods. Neighborhood identity will also be addressed – what makes each neighborhood special?
- ◆ A **historic preservation** element based on the findings from the Historic Preservation Study and Historic Resources Survey that has been commissioned by the City. This element will include recommendations on policy and code amendments to reduce teardowns in older neighborhoods and ensure that infill development is compatible in scale and character. (Through its review role for this element, KKC will offer insights and suggestions given its specialization in teardown impacts and the “too big house” phenomenon.) Consideration will be given to the impacts of infill development in older residential areas and their proximity to Texas A&M University.
- ◆ A **neighborhood enhancement** element which recommends changes to the City’s policies and standards, including those related to single-family property maintenance issues.
- ◆ Discussion of **gentrification considerations**, which can be both a benefit and a concern in older neighborhoods. Opportunities for preserving neighborhood character while improving physically deteriorated areas will be identified.
- ◆ A **neighborhood protection** element addressing issues and concerns regarding land use adjacency, student rental housing, neighborhood traffic, and infill development. Areas where existing or future adjacency issues may arise will be identified, and needed policy and code changes will be recommended to ensure that existing neighborhoods are adequately protected from future development. Existing and desired land uses on the fringe of existing neighborhoods will be identified, and the potential impact of future development on the pattern of a neighborhood will also be considered.

**Deliverables:**

- ◆ Chapter 3, Neighborhood Integrity, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Existing Neighborhood Areas, and (2) Historic Resources – and reference to the Existing Housing Inventory map figure in the Existing Conditions Report.
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

**Economic Development**

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Recognizing that economic development is impacted and shaped by numerous community variables, this chapter will identify, define and analyze the major components and programming elements impacting and driving economic development, redevelopment and reinvestment in College Station. In addition, a major outcome of this overall process will be the refinement and packaging of an economic development program and structure that is unique to the community and a tangible product of its many stakeholders. Finally, a major end result of this effort will be a fully developed economic development plan and reinvestment strategy that is customized to the unique needs of College Station. This multifaceted plan will include economic development goals, strategies, and the necessary implementation actions to see it fully realized.

The following tabular format for outlining the anticipated flow of work elements under this task was prepared, as requested, following coordination between subconsultant **Economic Stewardship, Inc. (ESI)** and the City’s Director of Economic & Community Development:

<b>Major Products</b>	<b>Sub Product</b>	<b>Master Task List Activities Encompassed</b>	<b>Interim Findings Memo</b>	<b>Timing (draft/final)</b>
<b>Tax Incentive Evaluation</b>		A thorough assessment of the City’s current Tax Incentive Policy and its current application and impact. Make applicable recommendations if changes are warranted and necessary.	◆	<b>Month 1/2</b>
<b>A dynamic and pro-active, policy-based Economic Development Plan</b>				
	<b>Systems Analysis</b>		<b>Month 4/5</b>	
		A thorough assessment of the City’s existing reinvestment programming structure and analyze the adequacy and/or appropriateness of the current resource allocations. The assessment is to include an in-depth review of the administrative structure and any applicable development processes and procedures. Make applicable recommendations if warranted.	◆	<b>Month 2/3</b>
		A comprehensive assessment of the City’s redevelopment environment and review any applicable development processes and procedures. This assessment is to include the development of the appropriate incentive structure and any necessary tools. Make applicable recommendations if necessary.	◆	<b>Month 2/3</b>
		Ways to enhance and measure overall effectiveness of the City’s economic development activities with, between and among regional partners and organizations. Specific attention would include the relationships and benefits from the City.	◆	<b>Month 2/3</b>
		An administrative structure and process to plan, administer and manage an effective Corridor, Gateway and Special Districts Development Program. This effort will include Neighborhood Reinvestment Districts as developed and implemented as part of the City’s future community development programming and an appropriate administrative and management structure for this effort.	◆	<b>Month 3/4</b>

Major Products	Sub Product	Master Task List Activities Encompassed	Interim Findings Memo	Timing (draft/final)
	<b>Tools Assessment &amp; Restructuring</b>	Review of existing programs and procedures for attracting new businesses, helping existing companies expand, nurturing entrepreneurial enterprises, bolstering workforce training, redirecting marketing and recruiting functions, and strengthening inter-jurisdictional cooperation and effectiveness. Recommendations if changes are warranted and necessary.		Month 2/3
		A comprehensive review of local and regional industry targets to understand which industries are most appropriate for the City to focus its economic development efforts and resources.		Month 2/3
		A comprehensive review and assessment of existing marketing materials and efforts; to include an assessment of those sections of the City's web site that directly impact economic development, redevelopment and/or reinvestment.	◆	Month 3/4
		A pro-active marketing program and plan based on the appropriate programming initiatives and strategies.	◆	Month 4/5
		A generalized ED public education and relations strategy and program. This effort will include specific elements that address the value of regional retail, use of tax incentives, etc.	◆	Month 4/5
	<b>Retail Analysis</b>		Month 5/6	
		A comprehensive review and assessment of the current retail market and development environment for this particular sector. Focus on current trends, new opportunities, established weaknesses, overall absorption, and sustainability of this sector of the local economy.	◆	Month 5/6
		An appropriate and realistic retail development, assistance and enhancement strategy.	◆	Month 5/6
<b>Site Specific Reports</b>		A responsive and cost-effective implementation structure for the community's major facility and development projects. This item will include:		

Major Products	Sub Product	Master Task List Activities Encompassed	Interim Findings Memo	Timing (draft/final)
		- Specific actions, responsible parties, required resources and budgets, staffing requirements and timelines. Anticipate the completion of a professionally-packaged, fully-developed implementation plan		
		- Appropriate performance measures and accountability tools		
		- Updated and refined methodology and procedures		
	a. Hotel/Convention Center Project		◆	Month 6/7
	b. Spring Creek Business Park		◆	Month 6/7
	c. Business Center at College Station		◆	Month 6/7
	d. Northgate Special Infrastructure Elements		◆	Month 6/7
	e. Others TBD		◆	Month 6/7
<b>Economic Development Element in Comprehensive Plan (Chapter 4)</b>			◆	Month 6/7
		New Content: Summary of key recommendations from Economic Development Plan, Retail Analysis and other deliverables produced during this work plan, as appropriate.		
		Review of existing programs and procedures for attracting new businesses, helping existing companies expand, nurturing entrepreneurial enterprises, bolstering workforce training, redirecting marketing and recruiting functions, and strengthening inter-jurisdictional cooperation and effectiveness. Recommendations if changes are warranted and necessary.	see above	
		A comprehensive review of local and regional industry targets to understand which industries are most appropriate for the City to focus its economic development efforts and resources.	see above	
<b>Input to Other Comprehensive Plan Elements</b>		The economic development impact of any recommended programming improvements. The economic implications of land use, transportation, community facilities, utilities, public services, etc. recommendations, such as thoroughfare extensions, provision of infrastructure to new areas, development constraints, and quality of life enhancements will all be reviewed and assessed. Propose recommendations or changes for any modifications that are important from an economic development perspective.	one per pertinent element	Linked to Comp Plan schedule

## Parks, Art & Leisure

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The purpose of this chapter is to recognize and ensure the continued protection and enhancement of the cultural resources and leisure opportunities available to the citizens of College Station. College Station enjoys a diverse and educated population, and the City will support and celebrate this vital component of local quality of life. In addition, the City recognizes the value of leisure and the natural environment and their effects upon the physical and mental health of its citizens.

The following elements will be included in this chapter:

- ♦ The proposed **Parks Master Plan** will be reviewed and revised to ensure continuity with future growth patterns. The master plan will identify existing and future improvement needs and generalized locations for future parks consistent with the identified character of the area that each park is intended to serve. KKC will summarize key elements of the master plan for incorporation into the plan chapter, and results of this element will also be integrated into the Land Use Plan under the Community Character task.
- ♦ The **Greenways Master Plan** will be integrated into the Comprehensive Plan. Specific policies and implementation strategies related to acquisition, land development and preservation will be identified. The results of this element will be coordinated with the Thoroughfare Plan under the Transportation task, and integrated into the Land Use Plan under the Community Character task.
- ♦ This chapter will also emphasize recognition and support of the **Arts**, including art in public places and the performing and visual arts. A methodology for preservation and protection will be included.

### Deliverables:

- ♦ Preliminary summary narrative and graphics drawn from the City-updated Parks Master Plan for potential inclusion in Chapter 5 (for preliminary staff review and concurrence prior to delivery of the complete draft of Chapter 5).
- ♦ Preliminary summary narrative and graphics drawn from the City's Greenways Master Plan for potential inclusion in Chapter 5, along with a preliminary outline on potential policy and implementation strategies likely to be addressed in Chapter 5 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 5).
- ♦ Preliminary outline of priority arts-related issues and strategies likely to be addressed in Chapter 5 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 5).
- ♦ Chapter 5, Parks, Art & Leisure, of Comprehensive Plan document (draft and final).
- ♦ **Map figures: (1) Existing Parks and Service Areas, and (2) Future Park System.**
- ♦ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

## Transportation

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A transportation plan is a vital component of a Comprehensive Plan to ensure adequate preservation of rights-of-way concurrent with new development. The purpose of this task is to ensure orderly development of the community's transportation network considering not only facilities for automobiles

but other modes of transportation as well, such as pedestrian and bicycle improvements and other mobility issues applicable to community goals and objectives. The transportation plan will include a Thoroughfare Plan to address foreseeable transportation improvement needs over the 20-year planning period. The Thoroughfare Plan will describe the transportation system needed to support the proposed future land use, as well as to provide consideration of preservation of future rights-of-way in development plans and subdivision platting to accommodate the transportation system needed to support that development.

The following elements will be included in this chapter (to be led by subconsultant **Kimley-Horn & Associates – KHA**):

- ♦ An updated **thoroughfare plan** for the existing city limits and future growth area in south Brazos County will provide for a balanced transportation system that provides a high level of connectivity within the community, as well as to the region.
  - 1) A travel demand model will be used to forecast traffic levels along each thoroughfare and ensure that these traffic levels are consistent with the thoroughfare type.
    - a. Update and validate the base year model. This task will involve validation to counts already available and furnished by the City. The City will be responsible for additional counts, if needed.
    - b. Run up to four (4) alternative land use scenarios. This will include coordination with KKC to validate the SAVES model with the model Traffic Analysis Zones (TAZs).
    - c. Include the existing thoroughfare plan alignments and any planned TxDOT facilities.
      - (i) Planned and existing **regional transportation corridors** will be considered in the planning of the College Station transportation system. These existing corridors include SH 6, SH 30, SH 40, FM 60, FM 2154, and FM 2818, while the following corridors are being planned: TTC-69/I-69, SH 249, and the BCS regional loop.
  - 2) Develop **measures of effectiveness** (MOEs) using the travel time index (mobility.tamu.edu/mmp) that can be used to evaluate the transportation system's performance over time and between corridors. These MOEs will extend further than the typical levels of service analysis to include transit walk sheds, street density, view corridors, and access management.
- ♦ Development of **Context Sensitive Solutions** (CSS) policies to encourage a transportation system that supports and enhances the desired urban form of the community. These policies will consider mobility needs and surrounding land uses and encourage "complete streets" that balance each mode of transportation. This element will be coordinated with the Community Character chapter.
  - 1) Policy Guidelines: Developing a policy on how to develop Context Sensitive Streets is aimed at finding the best street solution for a given area. Broad guidelines are not enough to create the livable street environment that most communities are striving for. The key to good street design can be accomplished by allowing flexibility while at the same time working within a general acceptable design framework. This task will outline specific policies that need to be implemented to achieve the goal of creating livable streets.
  - 2) Design Guidelines: Will be developed to present a new series of street types that are intended to marry the land use and transportation system. These street types will be developed for various land uses and functional classes.

NOTE: This task does not include completion by KHA of additional traffic counts, design guideline updates or revisions, or detailed intersection operations modeling.

KHA will attend up to five (5) meetings throughout the comprehensive planning process (this assumes one KHA representative will be present at each meeting).

**Deliverables:**

- ◆ Measures of effectiveness charts and tables.
- ◆ Context Sensitive Solutions policy guidelines.
- ◆ Context Sensitive Solutions design guidelines (cross sections and bulleted or narrative description for each section).
- ◆ Chapter 6, Transportation, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Thoroughfare Plan – and reference to the Existing Transportation System map figure in the Existing Conditions Report.

**Municipal Services &  
Community Facilities**

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Over the last decade College Station has experienced dramatic growth that has increased demands on all City services. The high expectations of College Station's citizens, and the desire of City staff to deliver high quality services, necessitates careful and thoughtful planning to ensure municipal services are maintained at the highest possible level while maintaining fiscal responsibility on behalf of the residents of College Station.

The complexity of the municipal service delivery system requires a highly integrated and strategic approach to service delivery planning. Significant consideration must be given to ensuring citizen and customer access to all desired services. Attention must be also given to the cost of services – for ongoing provision as well as future expansion – so municipal services are both cost effective to deliver and affordable to citizens.

Municipal services such as Community Enhancement, Police, Fire, Emergency Management, Sanitation, and Development Services will be included in this chapter, along with the following elements:

- ◆ Discussion of the **services available** to residents of College Station, and the **benefits of the municipal services received** upon annexation.
- ◆ Definition of **current Levels of Service**. A Service Level Model will be created to define current levels of service for six major service delivery systems operated by the City of College Station, including (1) Public Safety, (2) Utilities, (3) Community Services, (4) Internal Services, (5) Technology, and (6) Administration. Measurable indicators will be created for current service levels. A discussion of financial commitments needed to support current levels of service will be included in this element.
- ◆ Development and recommendation of three **Policy Directives** based on current service levels and using the Service Level Model: (1) a gap analysis of current service levels, (2) a policy statement on desired levels of service for each business line, and (3) goals for service levels for each business line.
- ◆ Discussion of philosophies on the **use of technology** to deliver and enhance services.

- ◆ Refinement of a **Future Municipal Service Paradigm**. Municipal services must respond to the growth and development of College Station. Based on the Current Service Level Model and the policy directives, proposals will be presented to provide municipal services at the agreed upon service levels represented in the Policy Directives. A Future Municipal Service Matrix will be created which strategically identifies how the City will respond to future growth and development. A fiscal impact analysis will also be prepared to quantify the Future Municipal Service Matrix.

This plan chapter will also address community facilities, which are another significant City responsibility and a major component of College Station’s physical, social, and economic fabric. Such facilities help define the identity of the community and contribute to College Station’s social and economic prosperity. Through the development of a thoughtful facilities plan, the City will meet both the needs of the community and the needs of City employees. Population growth and geographic expansion represent significant challenges to the City of College Station. Planning for community facilities, staffing, and equipment must be done well in advance to avoid gaps in services. Along with new construction, adequate attention must be given to expansion, maintenance, and modernization of existing facilities.

Facilities often involve major capital investments and time. Affordability must be balanced with community needs. As such, new facilities must be prioritized in terms of strategic importance to the community to address current and future growth needs. The community facilities portion of this chapter will be prepared in the context of the Community Vision, Goals and Policies adopted by City Council.

The following elements related to community facilities will be included in this chapter (and will be coordinated with the Land Use Plan under the Community Character task):

- ◆ An inventory and assessment of the City’s **current facilities** (as itemized below), recognizing that they serve a broad spectrum of purposes in support of the various programs and services delivered to College Station citizens.
  - Fire
  - Police
  - Library
  - City Center (including City Hall and all municipal buildings)
  - Convention Center/Hotel
  - Support facilities (maintenance yards, storage facilities, etc.)
  - Communications & Technology Infrastructure
  - Parking facilities
  - Landfill
  - Utility facilities (i.e., wastewater treatment plant)
- ◆ Description of **future needs** based on the City’s anticipated growth and geographic expansion. Consideration will be given to municipal, state and national standards for various services and programs; service level commitments; and a forecast of conditions under which the facilities will be expected to function.
- ◆ Recommendations related to the **library system expansion** will be developed based on future growth projections.

**Deliverables:**

- ◆ Chapter 7, Municipal Services, of Comprehensive Plan document (draft and final).

- ◆ **Map figures: (1) Community Facilities (existing facilities plus future needs).**
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

## Growth Management & Capacity

The main emphasis of this chapter is to guide the future development of College Station in a responsible, controlled manner. This approach should be supported by policies that encourage compact and focused development and redevelopment in areas with adequate infrastructure while preserving open space and neighborhood character, as appropriate. The growth management element will provide the context for future annexations of unincorporated land into College Station and establish strategies to insure that these new areas meet the overall vision, goals and objectives of the plan.

Critical to growth management and capacity considerations is the current status of and outlook for the City's utility infrastructure systems. **Utility services are driven by a number of factors, including Certificate of Convenience and Necessity (CCN) geographic service territories, projected land use and densities, the transportation network, existing population and projected growth, annexation, and regulatory requirements. Utility system upgrades and expansions must be planned well in advance to meet projected peak demands and must be commensurate with the City's financial capabilities. Maintenance of existing systems and impact on current utility rates are other fundamental considerations. This plan chapter will include summary information on key findings, policy recommendations, and strategic priorities contained in the City's utility master plans (which the City is in the process of updating), including master plans for water, wastewater, storm water and drainage management, electric, solid waste, and water reuse.**

The following elements will be included in this chapter:

- ◆ Description of the capacity of **existing facilities and infrastructure** to support future growth, through summarization of the utility system and facility assessments contained in the City's various utility master plans. Information will also be included on CCN **service territories and other service providers in the City's growth areas.**
- ◆ Description of projected **infrastructure needs** based on projected future population and the Land Use Plan, and through summarization of utility master plan information and conclusions.
- ◆ Identification of **areas that can accommodate the requisite acreage for future growth and development** based on analysis conducted using KKC's SAVES model. This will lead to recommendations regarding where infrastructure capital investments and future annexation activity by the City should be focused. SAVES will be used to quantify more precisely the spatial requirements for accommodating projected growth (in coordination with the Land Use Plan effort under the Community Character task). Two (2) future growth and development scenarios for College Station will be generated, including a "baseline" scenario based on the City's current adopted land use plan, and one other potential scenario for review, modification and consideration. SAVES will project various impacts associated with the modeled scenarios (including factors such as population, employment, housing requirements, school enrollments, trip generation, and park demands). As part of this modeling process, the community will be divided into no more than 15 planning districts to be developed by KKC in coordination with City staff. Other geographic units for modeling and impact

scenario planning (such as watersheds, public safety and community facility service areas, park zones, traffic analysis zones, etc.) may be generated on an additional services basis.

- ◆ A review of existing **annexation plans**, with recommendations on timing and areas for future annexations, in part based on the availability of adequate public facilities and services. This element will also include information on municipal services gained by ETJ residents and properties upon annexation.
- ◆ Specific recommendations to discourage the unlimited **outward growth** of the community and encourage infill development in the core.
- ◆ Specific recommendations related to **funding sources** and ways to pay for and manage growth through such financing mechanisms, including impact fees and user fees.

#### **Deliverables:**

- ◆ Preliminary summary narrative and graphics describing the capacity of existing facilities and infrastructure, as drawn from the City's various utility master plans, for potential inclusion in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ◆ Preliminary summary narrative and graphics describing projected infrastructure needs, as drawn from the City's various utility master plans, for potential inclusion in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ◆ Memorandum on KKC's SAVES modeling approach for College Station following initial data acquisition efforts and meetings and staff interaction (for staff feedback prior to initiating SAVES modeling efforts).
- ◆ Preliminary narrative and graphics regarding the SAVES modeling results and associated planning issues and potential policies and recommendations likely to be addressed in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ◆ Preliminary outline of findings and potential discussion and recommendations likely to be addressed in Chapter 8 related to annexation planning (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ◆ Preliminary outline of potential policies and recommendations likely to be addressed in Chapter 8 related to sprawl prevention, infill encouragement, and financing strategies in support of more effective growth management (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ◆ Chapter 8, Growth Management & Capacity, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Growth Trends & Potential Annexation Phasing, (2) **individual utility master plan maps (as appropriate)**, and (3) **Generalized Future Utility System Needs** – and reference to various growth-related map figures and the Existing Utility Service Areas map figure in the Existing Conditions Report and under the Community Character and Transportation tasks.

## Implementation & Administration

The final phase of the comprehensive planning process will involve development of an administration element to guide implementation efforts and ongoing monitoring. The Comprehensive Plan will be the basis for decision-making on the future development of the City of College Station. The purpose of the administration element is to establish accountability for the implementation of the Comprehensive Plan and provide guidance on the processes to maintain its relevance to the City and its citizens.

The following elements will be included in this chapter:

- ◆ An **implementation plan**, recognizing that specific actions will be required to help realize the future goals of the Comprehensive Plan. To this end, it will be necessary to develop both long- and short-range implementation strategies with an action timeframe and the assignment of responsibilities to specific entities.
- ◆ Itemization and discussion of **specific ordinance recommendations** for effective plan implementation.
- ◆ An **evaluation system** for checking the implementation strategies against the goals of the Comprehensive Plan. The system will include specific measures that will be assessed on an annual basis and reported to the City Council.
- ◆ A defined **update process**, recognizing that while plans are created with the most accurate information and input available at the time, unforeseen situations and circumstances may necessitate minor alterations in individual elements of the Comprehensive Plan. Goals of the plan will not be considered negotiable, but processes will be defined to allow City Council to consider changes that may benefit the City as a whole in light of the goals. Also, pressures of growth may compel specific study beyond what can be provided through the overall plan. Processes will be defined for the initiation and consideration of these detailed studies that will enhance the implementation of the Comprehensive Plan. All update processes will incorporate public input.

### **Deliverables:**

- ◆ Preliminary outline of KKC's planned approach to Chapter 9, including key implementation considerations and procedures likely to be addressed in the chapter based on the results of Phase II to this point (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 9).
- ◆ Preliminary outline of initial findings and likely observations and recommendations to be included in the eventual ordinance evaluation memorandum (interim information for preliminary staff review prior to delivery of the complete memorandum).
- ◆ Chapter 9, Implementation & Administration, of Comprehensive Plan document (draft and final).
- ◆ Summary memorandum outlining the ordinance evaluation findings and recommendations.

## Project Deliverables

KKC will provide deliverables through each task of the Comprehensive Plan project. These deliverables will facilitate advisory committee working meetings, periodic releases of information to the media and public, and the orderly completion of the project.

KKC recognizes that all reports, maps and other deliverables prepared or developed in satisfaction of this contractual work program become the property of the City, including all printed deliverables and associated digital files (including GIS shapefiles). All interim project deliverables will be provided to the City in Adobe \*.pdf format for ease of file transfer, reproduction and distribution to the advisory committee, Planning & Zoning Commissioners, City Council, and appropriate City staff members. The \*.pdf versions are also suitable for posting on the City's website. Concurrently, KKC will provide the native electronic files associated with each deliverable. Likewise, as City personnel complete draft chapters, maps, graphics or other work products for which they are responsible under this work program, the City will provide both \*.pdf versions and the native electronic files to KKC for review purposes and so KKC can maintain all electronic files related to the emerging plan document.

Upon project completion, KKC will deliver the following:

- ♦ **Hard copies** in an amount of thirty (30) full-color copies of the final adopted Comprehensive Plan document (in three-ring binder format), including all maps (as printed and provided to KKC by the City), illustrations and related attachments.
- ♦ The **SAVES software** will be released to the City upon project completion. **On-site training** for City staff will be conducted upon substantial completion of the model. KKC will then provide up to eight (8) hours of **service and maintenance support** over a one-year period. Any further technical assistance needed would be provided on an additional services basis. After the first year, a maintenance and service agreement may be executed to allow ongoing technical support and provision of software upgrades (the cost of this service would be on an hourly basis of \$125 per hour or negotiated through an annual service agreement).

Whenever City staff or consultant personnel review draft deliverables prepared by the other party, it will be the responsibility of the City's Project Director or the consultant Project Manager, respectively, to coordinate, compile and forward in a consolidated manner all review comments on and requested/ suggested revisions to such deliverables. While some deliverables may require several rounds of review and revision to ensure that all content issues have been satisfactorily addressed and quality standards met, it benefits all project participants to establish an orderly and concise process for tracking, transmitting and responding to review comments to maintain the integrity of the project timeline and budget. In the case of review comments provided by the City, guidance from the Project Director should be included, as needed, on whether and how the consultant team should address certain comments which may be for information only (e.g., comments from advisory committee members or other outside reviewers) versus those involving specific, staff-recommended revisions.

**October 25, 2007**  
**Regular Agenda Item 6**  
**Photographic Traffic Signal Enforcement System**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, discussion and possible action on 1) accepting the Red Light Camera Committee report; 2) approving a contract with American Traffic Solutions, LLC and authorizing expenditures not to exceed \$300,000 annually; 3) approving the TxDOT Amendment to the Municipal Maintenance Agreement; and 4) public hearing, presentation, discussion and possible action on an Ordinance amending Chapter 10 of the Traffic Code in the Code of Ordinances by adding a new Section 11.

**Recommendation(s):** Staff recommends 1) acceptance of the recommendations from the Red Light Camera Committee for the installation and operation of a photographic traffic signal enforcement system; 2) approval of a contract with American Traffic Solutions, LLC and authorizing expenditures not to exceed \$300,000 annually; 3) approval of the TxDOT Amendment to the Municipal Maintenance Agreement; and 4) approval of the Ordinance amending the Traffic Code in the Code of Ordinances by adding Chapter 11, "Automated Traffic Signal Enforcement".

**Summary:** Staff has received approval from Council to move forward with a Photographic Traffic Signal Enforcement System in College Station based on several presentations made to Council over the last year. At the September 13<sup>th</sup> and 27<sup>th</sup> Council meeting, Council approved appointments to a Red Light Camera Committee to advise the City of the installation and operation of a photographic traffic signal enforcement system in College Station. This Committee has met on three (3) different occasions to review the staff research and findings of the red light photo enforcement program; they reviewed and accepted the report from our consulting traffic engineer regarding implementation of recommended cameras at selected intersections; and learned exactly how the program would operate in College Station.

The following is the current timeline for this project.

- September 2007 - Establish committee and conduct study of intersections.
- October 2007 - Committee recommendations to Council; and Council consider contract and ordinance.
- January 2008 - Warning period, develop and implement public education campaign.
- February 2008 - Go live.

**Budget & Financial Summary:** Funds are available and budgeted in the Red Light Camera Fund. First year expenses to ATS are expected to be approximately \$300,000. Projected revenue for the first year is approximately \$486,000 (after 50% remitted to the State). Revenue proceeds can only be used for traffic safety programs, pedestrian safety programs, public safety programs, intersection improvements and traffic enforcement.

**Attachments:**

- 1) Red Light Camera Citizen Advisory Committee Report (to be provided at the Council meeting)
- 2) Traffic Engineering Study – Jeff Milburn
- 3) Contract with ATS for Photographic Traffic Signal Enforcement System Services
- 4) TxDOT Amendment to the Municipal Agreement
- 5) Ordinance amending Chapter 10 of the Traffic Code in the Code of Ordinances

# Red Light Camera Enforcement Study



October 2007

**JEFF MILBURN ENGINEERING**  
**P.O. Box 10240**  
**College Station, Texas 77842**  
**979-690-2560**

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## **Introduction**

Red light running is involved in 800-1000 fatality crashes in the United States every year. An additional 200,000 people are injured in such crashes. These grim statistics indicate a real problem in that people who run red lights are a hazard to themselves and others on the roadway. The fundamental problem is that traffic signals are supposed to create an orderly assignment of right of way at a signalized intersection and drivers rely on that assignment when passing through such intersections. When someone runs a red light they are not only violating the law, they are violating the expectation of the other drivers who are trying to use the intersection safely. A crash occurs when two vehicles use the same space at the same time. Red light running creates this conflict potential.

It is intuitively appealing that a reduction in red light running will reduce traffic crashes and improve safety. Based on this assumption, a number of municipalities and state transportation agencies have begun programs to try to reduce red light running using a variety of methods. One such method is using red light cameras as an enforcement tool. The use of red light cameras is common in much of the world and both the technology and impetus to use that technology has been available since the late 1970's. Some questions remain as to the effectiveness of red light camera enforcement. These questions will be explored in this report.

The Texas Legislature passed SB 1119 which became effective on September 1, 2007. This bill authorizes and controls the municipal use of red light camera enforcement and was codified in the Texas Transportation Code, Section 707.003. That statute requires the completion of a traffic engineering study to validate the need and applicability of red light camera enforcement and forms the basis for this report. This study was commissioned by the City of College Station to fulfill the requirements of the statute.

The City of College Station has proposed the use of red light cameras at five separate intersections within their jurisdiction. These intersections were proposed after an initial vetting process by the City's Engineering, Law Enforcement, Public Works and Purchasing staff, particularly Troy Rother, P.E., Cheryl Turney and others who must be credited with the excellent preliminary work done on this project.

The use of red light cameras for enforcement has been researched in the United States and abroad for many years and recent studies in the United States indicate several interesting phenomena that accompany the application of red light cameras. This research and these issues will be discussed in a following section.

## **Legislative Issues**

The Texas Legislature recently passed Senate Bill 1119 ( Ref. 11.) which became effective September 1, 2007. This bill created Chapter 707 of the Transportation Code, entitled “Photographic Traffic Signal Enforcement System” and amends Subtitle I, Title 7. The act authorizes local authorities (municipalities for example) to enact ordinances that require civil penalties based on photographic traffic signal enforcement systems. It provides that the owner of a motor vehicle is liable to the local authority for such civil penalty if the vehicle violates the instructions of the traffic control signal.

It further authorizes the local authority to implement and operate a photographic enforcement system or contract for the implementation and operation of a system. The statute prohibits payment of a system contractor on the basis of a percentage of fines collected. It requires that the local authority conduct a traffic engineering study of each candidate approach for camera enforcement to determine if alternatives to the system are likely to reduce the number of red light violations at the intersection.

The Act requires that the results of the traffic engineering study be reported to a citizen advisory committee established for that purpose and that the committee advise the local authority on the installation and operation of the system. The bill further requires that the local authority install signs along each roadway that leads to an intersection at which the camera enforcement system is in active use. It requires that the signs be easily readable and located at least 100 feet in advance of the intersection.

The local authority is required, before installing the system, to compile a written report of the number and type of traffic accidents that have occurred at the intersection for at least 18 months prior to the date of the report. The statute also requires that the local authority report to the Texas Department of Transportation (TxDOT) a copy of that report within six months of the implementation of the system. The local authority is further required to monitor and annually report to TxDOT the number and type of traffic accidents at each intersection to determine whether or not the system results in a reduction in accidents or a reduction in the severity of accidents. The report to TxDOT shall be in writing and according to a form prescribed by TxDOT. Reporting is to begin in 2008.

The act specifically requires that signals subject to camera enforcement will have a change interval (yellow plus all red) that meets the requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). General surveillance using the system is prohibited so that only violation of the traffic signal is at issue. Normal enforcement measures at traffic signals are not precluded.

The statute provides for revenue sharing from the collection of civil penalties with the local authority to retain an amount necessary to cover certain costs. Fifty percent of the additional revenue is to be sent to the State comptroller for deposit to the credit of the regional trauma account. It also caps the amount of civil penalty at \$75 and prohibits a late payment penalty of greater than \$25. The retained portion of the civil penalties over and above the costs must be spent to fund certain programs, intersection improvements or traffic enforcement. The act provides for certain procedures for administration of the program of enforcement.

## **Red Light Running**

An operational definition is necessary for red light running (RLR). There seems to be considerable confusion among drivers on exactly what is meant by this term and what constitutes a violation under the law. The following sections of the Texas Transportation Code are applicable:

### § 541.303. INTERSECTION.

(a) In this subtitle, "intersection" means the common area at the junction of two highways, other than the junction of an alley and a highway.

(b) The dimensions of an intersection include only the common area: (1) within the connection of the lateral curb lines or, in the absence of curb lines, the lateral boundary lines of the roadways of intersecting highways that join at approximate right angles; or (2) at the place where vehicles could collide if traveling on roadways of intersecting highways that join at any angle other than an approximate right angle.

### § 544.007. TRAFFIC-CONTROL SIGNALS IN GENERAL.

(a) A traffic-control signal displaying different colored lights or colored lighted arrows successively or in combination may display only green, yellow, or red and applies to operators of vehicles as provided by this section.

(b) An operator of a vehicle facing a circular green signal may proceed straight or turn right or left unless a sign prohibits the turn. The operator shall yield the right-of-way to other vehicles and to pedestrians lawfully in the intersection or an adjacent crosswalk when the signal is exhibited.

(c) An operator of a vehicle facing a green arrow signal, displayed alone or with another signal, may cautiously enter the intersection to move in the direction permitted by the arrow or other indication shown simultaneously. The operator shall yield the right-of-way to a pedestrian lawfully in an adjacent crosswalk and other traffic lawfully using the intersection.

(d) *An operator of a vehicle facing only a steady red signal shall stop at a clearly marked stop line.* (emphasis mine) In the absence of a stop line, the operator shall stop before entering the crosswalk on the near side of the intersection. A vehicle that is not turning shall remain standing until an indication to proceed is shown. After stopping, standing until the intersection may be entered safely, and yielding right-of-way to pedestrians lawfully in an adjacent crosswalk and other traffic lawfully using the intersection, the operator may: (1) turn right; or (2) turn left, if the intersecting streets are both one-way streets and a left turn is permissible.

The first section, 541.303 gives the legal definition of an intersection while the second lays out the driver's responsibility in terms of stop location. The underlined italicized section in 544.007 (d) requires that when facing a steady red signal a driver must stop at (or before) the stop bar if present. (See Figure ) This means that the driver may enter the intersection, crossing the stop bar on the last portion of the yellow signal, but must be stopped at the stop bar when the red signal is displayed. The yellow signal is supposed to tell drivers that caution is needed and that a red signal is impending. This should inform the driver to begin to slow their vehicle in anticipation of a stop

condition. It is an unfortunate product of our times that some drivers' response to a yellow signal is to speed up so that they can go ahead and pass through the intersection. When a particular movement has a yellow signal display, the signals for the opposing movements continue their red indications to provide a clearance interval.



Clearance interval is defined as the combination of yellow and all red indications for a particular movement at a signal. Each green signal indication terminates through a clearance interval. All red is where all signal faces at the intersection show a red indication so that all traffic should be stopped at their appropriate stop bars.

### **Stop Bar and Pedestrian Marking at Intersection**

This is a safety factor that is provided at some intersections to help prevent RLR crashes. All red intervals are typically from 1-2 seconds in length and are not required by the TMUTCD. Additional all red does not seem to be effective in reducing RLR crashes. Note that all red intervals reduce the capacity of the intersection to pass traffic and increase stopped delay and congestion. Clearance interval is provided so that oncoming drivers may stop at the correct stop location or, if they are too close to the intersection to stop when the signal changes to yellow, they may proceed through the intersection safely.

Clearance intervals are set according to guidelines in the Texas MUTCD which requires at least 3 seconds of yellow. The values are generally set using approach speeds and may consider the width of the intersection. A convenient rule of thumb which has been used for many years is to provide a yellow interval in seconds based on the speed limit in miles per hour divided by 10. This means that an approach speed of 60 mph would have about 6 seconds of yellow. The Institute of Transportation Engineers has a recommended practice for determining clearance interval based on the approach speed, width of intersection and acceleration characteristics of the vehicle. The values from both methods generally are close to each other, except at very wide intersections. ITE values have been compared to existing values for each intersection in the individual intersection analyses in a later section of this report.

It should be noted that once a vehicle enters the intersection legally, that is to say on a green or yellow signal, it has the right of way to continue through the intersection. Thus a green signal requires that a driver yield to others already in the intersection legally under Section 544.007 ( c ) above. The reader is referred to the section on prior research where a discussion of the NHTSA 2005 study yielded some interesting observations on RLR incidents.

## **Program Goals**

The foundational goal of this red light camera (RLC) enforcement program is the improvement of safety through the reduction of red light running (RLR) incidents. It is based on sound research and thorough investigation of technology by City Staff. While the financial aspects are not a part of this analysis, two things are relatively clear: (1 the program should be revenue neutral or positive, and (2 the legislature intends for safety to be the primary goal of the RLC programs rather than revenue production.

It is also a goal of the program to train drivers to respect red light requirements. Some drivers run red lights by accident, simply by not paying sufficient attention. The additional awareness provided by the required advance signs and the community awareness of the program may reduce this type of RLR incident. Another group of RLR develops from drivers being aggressive about how they approach an intersection. It is hoped that the consistent nature of this RLC enforcement program will teach drivers who choose to drive this way that there are consequences to this path of action. Such consistency is not available through conventional enforcement methods.

The research shows an additional avenue of safety improvement from RLC enforcement. Reduction in RLR incidents is not only reported at the intersections where RLC's are installed but at adjacent intersections as well. This "halo" effect is reasonably the product of additional community awareness and general driver improvement from the increased enforcement. Typically both RLR citations and RLR crashes decrease with increasing age of the system as has been the experience of the Garland, Texas program. In addition to these benefits it is generally the position of law enforcement officials that RLC installations allow them to allocate their resources to other enforcement applications.

While the value of a RLC enforcement program may be limited to reduction in RLR incidents and the attending crashes there is considerable benefit to be gained. The reduction in crashes has been shown to produce significant reductions in human and economic costs that result from crashes. Reduction in lost wages, medical costs and other social costs related to injuries and deaths are some of the justifications for RLC installations.

The fact that a program produces revenue does not mean that safety is not its primary goal. In this case the legislature has required the use of excess revenues produced by the program to be used for enforcement or traffic improvements. This provision, which was already the intent of the City of College Station, will produce additional safety benefits over and above those produced directly by the reduction of RLR incidents. The excess funds can be utilized to implement additional safety improvements through additional enforcement at other intersections and geometric or signal improvements at intersections in the area. Some geometric improvement suggestions are included in the intersection analysis section of this report. Such improvements may be beneath the level of a capital improvement project but may also be too large for City forces to implement. The revenue source anticipate from the RLC program might reasonably fill this niche requirement.

Specific discussion of the anticipated safety improvements is included in the subsequent section of this report on prior research. It is clear that a reduction in RLR incidents is expected from the implementation of this program.

## **Prior Research**

The following information has been distilled from various recent research on the subject of red light running (RLR) and red light camera (RLC) enforcement. The emphasis of much of this research is to determine the nature of red light running and the effectiveness of such measures in promoting safety. As such research methods, data availability, depth of the investigation, statistical methods and other factors can affect the conclusions presented. This study does not specifically adopt or contradict the existing research and is not intended to do so. This information does, however, form some basis for the conclusions and recommendations contained herein. In some cases the research reports cited include information from wider research sources. That information is included where appropriate.

The research shows a clear correlation between the installation of RLC's and a reduction in RLR incidents. The research further shows, with one exception, an increase in relative safety from the introduction of RLC enforcement. It is important to note that much of the research indicates an accompanying increase in rear end collisions along with the reduction of crossing and turning movement collisions. Some reports indicate a slight increase in total collisions. An important variable to understand is that crossing or turning movement collisions tend to be more severe, with more serious injuries and fatalities, than rear end crashes. So, in effect, we are trading in more severe crashes with the understanding that the installation of RLC enforcement may increase the less severe crashes. This is generally deemed acceptable and is considered an improvement in intersection safety.

The report that goes against all the others is the Burkey/Obeng study (2004) sponsored by the Urban Transit Institute. This study indicates decreases in intersection safety from the introduction of RLC enforcement measures. It is also critical of other studies for their lack of rigorous statistical analysis and experimental controls. The criticism of the statistical analysis of the other reports is interesting. Its basis is that the individual reports fail to perform certain statistical procedures to insure that the improvements in safety that were found are statistically significant, that is that the improvement is not the result of mere chance. The criticism is valid in that the individual reports do not perform the statistical tests, chi square for example, on their data and cannot individually say that the safety improvements reported are not the result of chance at a 95% confidence level. Collectively, however, the abundance of data indicating safety improvements from RLC enforcement is clear. RLC enforcement improves safety at intersections, subject to the above mentioned trade-offs.

### **HSIS Study** (2000) (Ref. 1.)

The major questions addressed by this study are whether or not the width of the cross-street have any effect on RLR crash risk, and whether or not other intersection characteristics affect RLR crashes.

This analysis can lead to better targeting of urban intersections for RLC enforcement. Records from California's crash information files were selected for analysis because they provide detailed records on violations and fault, along with the availability of intersection characteristic data. The analysis contained 1756 urban intersections and 4709 two vehicle RLR crashes for a 4 year period.

A limited contingency analysis was done to examine the similarities and differences between RLR crashes and all crashes at the intersections. Regression models were developed to examine the effects of intersection characteristics on RLR crashes.

Results were as follows:

1. Increases in the number of cross street lanes indicated increases in RLR crashes from the cross street but not from the main street.
2. RLR crashes increased with increases in main street average daily traffic (ADT) as well as increases in cross street ADT per lane.
3. Fully actuated signals have higher incidence of RLR crashes than similar semi-actuated or pre-timed signals. There was a 35-39% increase in RLR crashes between similar fully actuated and pre-timed signals.

### **National Cooperative Highway Research Program (NCHRP) 310** (2003) (Ref. 2)

Synthesis was undertaken to address the safety issue of RLR. The objective was to determine what impact RLR camera enforcement has had on crashes and related severity. Identification of factors such as geometry, operations, signage, public outreach were considered important. Existing information was gathered and relied upon and no new data was collected.

Findings:

1. A preponderance of evidence, though not conclusive, indicates that RLC improve the overall safety of the intersections where they are used.
2. Angle crashes are usually reduced and in some cases rear end crashes increase, but to a lesser extent.
3. There is evidence of a “spillover” effect to other nearby signalized intersections.
4. No research adequately addresses the effects of intersection design, warning signs, level of fines or public outreach on observed crash changes.
5. Much of the research exhibited flaws in the design of the experiment, particularly the lack of a proper control group and adequate statistical analysis.

Data:

1. From 1992 to 1996 almost 6000 fatalities were involved in RLR crashes in the US.
2. Another 1,400,000 were injured in RLR crashes.
3. Approximately 260,000 RLR crashes were estimated to have occurred in the US annually.
4. In 1997, using a narrow definition of RLR crashes, 97,000 RLR crashes occurred resulting in 961 fatalities.
5. A questionnaire was distributed to more than 50 jurisdictions that have installed RLC's.
6. Effective experimental design for treatment evaluation uses a before/after design with a randomized control group.
7. The “halo” effect may influence true comparison or control group sites.
8. The regression to the mean issue affects the analysis of the variability of crash statistics.
9. RLC enforcement has been used in Australia since 1979. Early results had mixed reporting

- of the analysis of effectiveness.
10. Additional study in Australia based on 46 camera equipped intersections compared with 50 non-camera equipped intersections reported a questionable statistically significant reduction in right-angle crashes with no statistically significant changes in all other categories of crashes.
  11. Another Australian study of 8 RLC sites concluded that there were observed reductions in casualty producing crashes but since the cameras were rotated between sites the presence of cameras themselves did not provide evidence of crash reduction. Sites with RLC's and other modifications such as geometric improvements showed greater reductions in crashes.
  12. A 1995 Australian study of 41 signalized intersections in Melbourne concluded that RLC's did not provide a statistically significant reduction in crashes.
  13. Studies in Great Britain yielded similar mixed results with some analyses claiming a statistically significant reduction in crashes while some showed no statistically significant improvement.
  14. A study in Singapore of some 125 camera locations indicated reductions in crash experience despite a 22% growth in traffic volume during the study period. A chi-square test indicated a lack of statistical significance.
  15. Studies in Oxnard, San Diego and San Francisco, California; Mesa, Arizona; Polk County, Florida and Howard County, Maryland similarly indicate a mixture of statistically significant and non-statistically significant improvements in crash experience at RLC sites.
  16. All studies cited showed reduced crashes and reduced red light running at sites with RLR cameras installed. Occasional intersections were reported with no reduction in crashes or slight increases in crashes.
  17. Many studies conclude that there is a reduction in RLR violations from the installation of camera enforcement.

#### Proposed Scope of RLC Studies:

1. Collect and archive detailed traffic flow data.
2. Collect detailed roadway inventory information and record when changes are programmed at the intersections.
3. Collect and maintain good quality crash data and save as many years of collision data as possible.
4. Employ robust study design, ideally before/after analysis with comparison group controls.
5. Consider not only the number of crashes but also the type and severity of crashes.
6. Carefully select comparison sites that are as similar as possible to the camera sites.
7. Be aware of the spillover or "halo" effect.
8. Use as many years of crash data as possible.
9. Use rigorous statistical analysis.

#### Remaining Questions:

1. Is there a spillover effect?
2. Are the safety benefits lasting?

### **Ontario Study** (2003) (Ref. 3.)

The Ontario Red Light Camera Pilot Project Act of 1998 enabled municipalities in Ontario province to operate RLR cameras for two years. Six separate municipalities participated by installing two treatment methodologies including RLC placement at 68 signalized intersections and stepped-up police enforcement at 27 signalized intersections. Before/after evaluations were made to assess the safety effects of the two treatments and the cost benefit relationship was investigated.

Nineteen RLR camera sites and seventeen stepped-up police enforcement sites were selected along with twelve local comparison sites. The safety evaluation was completed using the Empirical Bayes method. Crash data was obtained for 179 signalized intersections to develop a Safety Performance Function parameter to be used in estimating expected safety performance for collision frequency. These statistical predictors of collision frequency were then applied to the subject intersections for the study period to develop the expected crash frequency had improvements not been made. All collision types were studied but the angle collisions and rear end collisions were separated for analysis.

The analysis of fatal and injury crashes indicated a 6.8% decrease overall collisions with a 25.3% decrease in angle collisions and a 4.9% increase in rear end collisions. Property damage crashes showed an overall increase with a 17.9% decrease in angle collisions and a 49.9% increase in rear end collisions.

Benefits attributed to the program included cost savings from a reduction in fatalities and injuries, the increased cost of property damages and a reduced burden on the health care system and emergency services. Costs of various types were included in the benefit/cost analysis including: ongoing operational costs, capital costs, administrative costs, fine collection and disposition costs, court costs, additional police costs. The total benefit/cost indicated a 1.57 ratio of benefits to costs.

The study concluded that the implementation of the safety improvements should be continued and was economically viable. The improvements were shown to be an effective tool in reducing fatal and injury collisions.

### **Urban Transit Institute, Burkey & Obeng** (2004) (Ref. 4)

This study considers a large data set including 303 signalized intersections with 26 months of crash data before the installation of RLC's and 31 months of crash data after installation. It further considers presence or absence of RLC's, weather, traffic and other variables in the analysis as well as breaking the crash data down into crash types and severity classes. Criticisms of this study include the lack of non-RLC control intersections and regression to the mean considerations for the use of only high crash intersections. Conclusions were as follows:

1. The results do not support the view that RLC's reduce overall crashes and may increase crash experience.
2. RLC's produced a statistically significant 40% increase in total crashes.

3. RLC's produced a statistically significant increase in rear end, left turning from the same roadway and sideswipe crashes.
4. RLC's produced a reduction in right angle turning crashes from intersecting roadways.
5. RLC's were found to have a statistically significant and 40-50% increase in property damage only crashes.
6. There was a slight positive, but statistically insignificant increase in severe crashes.
7. Additional study is warranted because this study conflicts with many other studies of RLC effects.

**National Highway Traffic Safety Administration (NHTSA) (2005) (Ref. 5.)**

This study presents results from an analysis of almost 47,000 red light violation records from 11 intersections in Sacramento, California between May, 1999 and June, 2003. The study reports findings on driver and intersection factors and circumstances that may be used to predict red light running rates. The study finds that only 35 percent of the pictures taken by the Sacramento system resulted in violation citations. The study used only the valid citation data in its analysis. Findings are as follows:

1. Younger drivers under 30 years of age are more likely to run red lights than drivers of any other age group.
2. Most red light violations occur during the day time.
3. The peak hour for red light violations was the hour between 2:00 and 3:00 p.m.
4. The most frequent speeds recorded were 17-19 mph.
5. The average vehicle speed for a red light violation was 31.6 mph.
6. The highest posted speed limit in the study area was 45 mph.
7. 56 percent of the violators were traveling at or below the posted speed limit.
8. Approximately 94 percent of the violations occurred within 2 seconds of red onset.
9. About 3 percent of red violations occurred more than 5 seconds after red onset.
10. About 4 percent of the violators had previous red light violations.
11. Red light violators at intersections with heavy traffic volumes have a lower probability of speeding.
12. Red light violators between 7:00 p.m and 6:00 a.m. have a higher probability of speeding.
13. Motorists who run a red light with high clearance intervals are more likely to drive through the intersection when the elapsed time since red onset is greater than 2 seconds.

**Virginia DOT Study (2005) (Ref. 6.)**

RLR caused almost 5000 crashes in Virginia in 2003 resulting in at least 18 deaths and more than 3800 injuries. Virginia Secretary of Transportation W. W. Clement directed an evaluation of RLR camera enforcement for use in considering the statute which authorized such programs was set to expire in July 2005. The study considers technical feasibility, fiscal feasibility and operational feasibility, that is whether the programs improve safety. Operational and technical information was collected from seven Virginia jurisdictions that operated RLC enforcement programs including, Alexandria, Arlington, Fairfax City, Fairfax County, Falls Church, Vienna, and Virginia

Beach. Crash data and citation data were collected from as many entities as possible during the six month study period. Additionally, a public opinion study was made in five locations to support the analysis.

Findings:

1. Generally, Virginia's RLC enforcement programs pass the test of technical feasibility. The systems work properly and are supported by case law in the three key areas of privacy, equal protection and due process. The programs also appear to have public support based on the survey results which indicate that roughly two-thirds of the more than 500 respondents support the effort.
2. The analysis of fiscal feasibility did not include social impacts such as changes in crash related costs and injury costs which would normally be accounted for. Based only on current fiscal costs the program is questionable. The equipment costs vary depending on whether the vendor charges their fee based on gross citations or valid citations. Equipment malfunctions and data capture errors can result in invalid citations which reduce the revenue stream.
3. The revenue/cost ratios varied from 0.62 to 1.03 in the various jurisdictions. Variations in what administrative cost factors were included and equipment costs probably account for this difference. The data show that generally local entities are not generating net revenue when the social cost benefits are not included in the analysis.
4. Operational feasibility is defined as the impact of the RLC enforcement program on crashes and citations. Across the 23 intersections studied citations decreased by an average of 34% while the greatest decreases were seen in the highest citation intersections. The RLR cameras are definitely reducing citations.
5. The data suggests that RLC enforcement reduced the number of crashes directly attributable to RLR. Further analysis indicates that the cameras are contributing to a definite increase in rear end crashes and a possible decrease in right angle crashes. There was a net decrease in injury crashes attributable to RLR while total injury crashes increased. The hypothesis that the net severity would be reduced since the RLR crashes tend to be more severe is plausible but unproven by this study since this data was not separated.
6. The safety of police officers was not studied, however, for some intersections officers indicated that they could not safely pursue motorists that had run a red light through the intersections.
7. Limitations to the study include lack of equipment and equipment testing standards, lack of consistency between jurisdictions in accounting for program costs, and lack of detailed analysis of crash severity.
8. Consideration of the reduction in citations should be made in determining economic feasibility.

**Federal Highway Administration (FHWA) (2005) (Ref. 7.)**

The objective of this study was to determine the effectiveness of RLC systems in reducing crashes. The study used Empirical Bayes (EB) before/after analysis using data from seven jurisdictions across the United States including 132 treatment sites. It includes consideration of the economic

effects of crashes and specially derived rear end and right-angle unit crash costs for various severity levels.

The results of the economic analysis indicates a positive aggregate crash cost/benefit of RLC systems. The study found a decrease in right-angle crashes and an increase in rear end crashes, which is consistent with prior studies. The study indicates that the greatest benefits of RLC systems are found at the highest volume sites and those with the highest ratio of right-angle to rear end crashes. There were weak indicators of a spillover effect and additional research is needed to clarify that issue.

The findings of this study are as follows:

1. RLR is a major safety problem at urban and rural intersections and produces more than 100,000 crashes and 1000 fatalities per year in the United States.
2. Literature review indicates a variety of results from previous studies of this topic with the bulk of prior work tending to support the conclusion that RLR cameras reduce right-angle crashes and could increase rear end crashes.
3. Most prior research is tainted by methodological difficulties which render their conclusions in doubt.
4. These difficulties include lack of consideration of regression to the mean (RTM), which can exaggerate positive results while ignoring possible spillover effects which may lead to an underestimation of RLC effectiveness.
5. The EB method employed seeks to reduce the RTM problem.
6. Unit crash costs were developed by FHWA using the KABCO crash severity scale and the AIS injury severity scale.
7. Seven jurisdictions including El Cajon, San Diego and San Francisco, California; Howard Bouny, Montgomery County and Baltimore, Maryland; and Charlotte, North Carolina were used for data collection.
8. RLR crashes were rigorously defined.
9. The results indicate a modest spillover effect on right-angle crashes which was not mirrored in the rear end crash effects.
10. Economic effects which do not include property damage only (PDO) crashes are estimated at approximately \$50,000 per year per intersection.
11. Economic effects including property damage only (PDO) crashes are estimated at \$39,000 per year per intersection.
12. Disaggregate analysis found the greatest economic benefit at intersections with the highest entering AADT and those with the largest ratio of right-angle to rear end crashes. Additional factors included shorter cycle lengths, highest AADT on the major road, and presence of protected/permissive left turn phases. The use of warning signs and high publicity levels also contributed to the benefits.
13. The RLC systems provide a modest aggregate crash-cost benefit.
14. Careful selection of sites can maximize the benefits.

**City of Milwaukee** (2006) (Ref. 8.)

This study was done largely by graduate students at LaFollette School of Public Affairs and University of Wisconsin - Madison in conjunction with the budget office of the City of Milwaukee. The primary goal of the study is to determine the economic feasibility of a RLC enforcement program. Benefits included were reducing the number of crashes at problematic intersections in Milwaukee and the revenue stream produced by RLR citations.

Findings are as follows:

1. In the United States more than 100 communities and 11 major cities use RLR cameras to help mitigate the serious concern over RLR crashes.
2. More than 206,000 crashes and 934 fatalities along with 176,000 injuries were caused by RLR incidents in the United States per year. The societal cost of RLR is estimated at \$14 billion per year.
3. In the three years analyzed, from 2001 to 2004, the City of Milwaukee averaged 1342 crashes, 650 of which involved injuries, and three involving fatalities per year.
4. The estimated social cost of these crashes is \$131 million per year.
5. The report estimates the economic benefit from installing RLC's at 13 of the cities 44 most dangerous intersections. The study assumes that right-angle crashes will be reduced by 35% while rear end crashes will increase by 58% during the period.
6. The net present benefit was estimated to be \$7.6 million for the 5 years.
7. An additional \$4.8 million in citation revenue would be generated.
8. The study recommends the implementation of a RLC program.

**Insurance Institute for Highway Safety** (2007) (Ref. 9.)

This study evaluated the incremental effects of lengthening the duration of the yellow signal interval and RLC enforcement on the reduction of RLR violations. Six approaches to two intersections in Philadelphia were selected to receive an increase of 1 second in yellow interval duration followed several months later by the installation of RLR cameras. The number of RLR violations was monitored before the initial change, several weeks after the change in timing, and about 1 year after the commencement of RLC enforcement. Similar observations were made at three comparison intersections in a neighboring state where RLR cameras were not used and timing changes were not made.

Findings are as follows:

1. The study shows that adequate yellow timing reduces RLR violations.
2. The study shows that longer yellow timing alone does not eliminate the need for better enforcement.
3. An analysis of nationwide fatal crashes at signalized intersections in 1999-2000 indicated that an estimated 20% of the vehicles failed to obey the traffic signal. Another study

- indicated the violation rate of 3.2 violations per hour during peak hours.
4. An Insurance Institute study indicates that in 2005 more than 800 people were killed and more than 165,000 people were injured in crashes that involved RLR. About half of these fatalities were pedestrians or occupants of other vehicles that were struck by the RLR violator.
  5. A cross sectional study of 20 intersections in three cities found that the frequency of RLR was higher at locations where yellow signal intervals were below suggested engineering guidelines.
  6. An analysis of RLR violations where the yellow interval was increased from 3-4 seconds at four urban intersections and from 5-6 seconds at two rural intersections resulted in a 50% reduction in RLR violations.
  7. Two additional studies indicated significant reductions in RLR violations where ITE guidelines for the yellow clearance interval were instituted.
  8. Several studies in the US of RLC enforcement programs indicated reductions in RLR violations by from 40-78 percent. Some of these decreases declined in the ensuing six months.
  9. The intersections selected for this study were considered high crash locations.
  10. Violation rates prior to implementation of any improvements ranged from 8-251 violations per 10,000 vehicle entries at the study sites and from 9-21 violations per 10,000 entries at the comparison sites.
  11. The probability of a violation at the study sites was reduced by 36% at a 95% confidence interval based on improvements to the yellow interval.
  12. The probability of a violation at the study sites was reduced by an additional 96% at a 95% confidence interval from the RLC enforcement.
  13. Both probabilities were adjusted for the changes in the control group.
  14. The study period for the increases in yellow interval were relatively short and some adaptation to the longer interval may be shown by a longer study period.

## Site Selection

The selection of sites for the implementation of red light camera (RLC) enforcement is somewhat subjective, although certain criteria may be used for guidance. Keep in mind that each approach to an intersection is a separate installation. Generally, programs for RLC enforcement have relied on certain data such as traffic volume, red light running (RLR) citations and crash experience to select intersections at which to implement RLC enforcement installations. There are several potential issues when using these data, however. It may be expected that RLR citations would be an effective measure of potential safety improvements from reducing red light running. The problem with this is that conventional enforcement measures are not consistently applied at all intersections within a jurisdiction. Conventional enforcement of RLR requires that a police officer watch for an RLR incident, usually sitting in a police car or on a motorcycle. Such officers are exposed to significant risks when making these observations and understandably choose intersections which offer locations for such observations from a position where the risk is reduced and pursuit of the offender is reasonable. Some intersections are just more difficult to perform RLR enforcement on, however, such intersections may be good candidates for RLC enforcement. Similarly, gross crash data may not be a reliable predictor of RLR crashes and may be highly variable from year to year. Traffic crashes are, fortunately, rare events and statistical factors make reliance on crash data as an accurate predictor of future intersection safety difficult.

The best predictor of RLR incidents is to measure RLR incidents. The correlation between RLR incidents and intersection safety is relatively clear as discussed in the research section above. Although none of the research reviewed utilized RLR incident frequency as a selection criterion for RLC enforcement implementation, it is intuitively appealing since a reduction in RLR is precisely what is desirable in RLC enforcement programs. Fortunately, the site selection was based on exactly this fundamental variable, RLR frequency.

As most readers will know, there is a significant ongoing construction project along Texas Avenue which has rendered the configuration of that roadway between George Bush Dr. and Harvey Mitchell Pkwy. variable. Because of this, intersections along Texas Avenue which would otherwise have been candidates for RLC enforcement have not been considered for this initial phase of implementation. The reasons for this are twofold. Construction along a major thoroughfare, which Texas Avenue is, and which carries significant traffic volumes, as Texas Avenue does, creates a difficult and sometimes confusing environment for drivers. As was discussed in the section on research above, the introduction of RLC enforcement tends to increase the occurrence of rear end crashes. This question has not been the subject of adequate research at this juncture to provide confidence that the introduction of RLC enforcement would not exacerbate the safety hazards inherent in a complicated work zone. As such, it is considered undesirable to introduce an additional factor into this equation as the implementation of RLC enforcement might.

Additionally, the configuration of the camera equipment at an RLC location requires some care to accurately observe the vehicles as they approach the marked stop location. This observation forms the basis of the determination of a RLR incident. Some intersections along the Texas Avenue project have temporary configurations of lane assignment and for the stop bar location. If RLC enforcement is implemented during the construction project the cameras may have to be re-targeted

after each phase of construction is complete. These two items form the basis for not considering intersections which are involved in the current Texas Avenue construction project during the first phase of implementation of RLC enforcement. These intersections could certainly be considered for future phases of implementation.

The City of College Station has done an excellent job of pre-contract investigation and has selected a vendor for the equipment and operational implementation of the potential program based on a complete program of proposals, questionnaires and visits to existing sites in other cities from three separate candidate vendors. This program utilized certain parameters including traffic volume and judgement of local conditions as a basis for investigating eleven selected potential sites. These sites were as follows:

	INTERSECTION	DIR	# RLR	DIR	#RLR
1.	South College at University Dr.	NB	2	SB	2
2.	Texas Ave. At University Dr.	NB	3	SB	3
3.	University Dr. at Tarrow	EB	1	WB	4
4.	Texas Ave. at Walton Dr.	NB	11	SB	4
5.	Harvey Rd. at Munson	EB	15	WB	6
6.	Harvey Rd. at George Bush Dr. East	EB	1	WB	9
7.	Wellborn Rd. at George Bush Dr.	NB	14	SB	3
8.	Wellborn Rd. at Harvey Mitchell Pkwy.	NB	8	SB	2
9.	Harvey Mitchell Pkwy. at Longmire Dr.	EB	2	WB	3
10.	Longmire Dr. at Rock Prairie	NB	3	SB	2
11.	Wellborn Rd. at Rock Prairie	NB	3	SB	0

These potential sites were investigated using video detection of red light running on the two specified approaches for eight hours on a single day around the peak hours for traffic volume. The video investigation was done in early March, 2007 (prior to spring break) utilizing the finally selected equipment vendor who reviewed the videos and selected candidate red light running incidents. The entire video for each intersection was provided for review as was a selection of the video of red light running incidents (no citations were issued). The vendor indicates that, based on prior experience, the number of red light running incidents represented in the videos should be about 75-80 percent of what would be expected in a 24 hour period at the same locations. The number of red light running incidents for the eight hour sample period is shown in the table above.

Of the intersections listed above, five approaches stood out as candidates for RLC enforcement based on actual numbers of RLR incidents as identified in the video survey. These are the selected intersection approaches for RLC implementation:

1. Northbound Texas Ave. at Walton Dr.
2. Eastbound Harvey Rd. at Munson
3. Westbound Harvey Rd. at George Bush Dr. East
4. Northbound Wellborn Rd. at George Bush Dr.
5. Northbound Wellborn Rd. at Harvey Mitchell Pkwy.

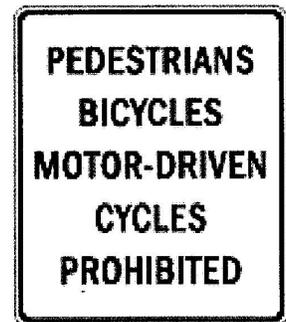
## Red Light Camera Signs

As a part of the legislation that forms the basis of the installation of red light cameras (RLC) by municipalities there is a requirement for signing on the chosen approach. The language in SB 1119 is as follows:

“(g) The local authority shall install signs along each roadway that leads to an intersection at which a photographic traffic signal enforcement system is in active use. The signs must be at least 100 feet from the intersection or located according to standards established in the manual adopted by the Texas Transportation Commission under Section 544.001, be easily readable to any operator approaching the intersection, and clearly indicate the presence of a photographic monitoring system that records violations that may result in the issuance of a notice of violation and the imposition of a monetary penalty.”

The manual spoken of in this section is the Texas Manual on Uniform Traffic Control Devices (TMUTCD) which is developed by the Texas Department of Transportation. It is based on a national manual that is approved by the Federal Highway Administration. The manual sets forth guidelines and principles for the signing of public roadways so that consistency of application is achieved regardless of the location of the jurisdiction. There is currently no sign in the inventory of standard signs that meets the requirements of SB 1119.

There are two specific types of signs in the TMUTCD which might be applicable to the subject installation. A regulatory sign, generally with black letters on a white background, may be used to notify drivers of a regulatory condition or change in regulatory conditions. Some familiar regulatory signs are shown below:



It is obvious that as the legend becomes more complex the letters become smaller, the message will be more difficult to comprehend by a passing motorist and the usefulness of the application may decrease accordingly. Since there is no standard sign it cannot be reasonably expected that motorists will recognize the message by its size and content based on prior experience. They will have to read and comprehend the legend as they pass by. One can recognize the potential difficulty in having a complex application work by considering what it might be like to see and read the sign on the above right for the first time. Regulatory signs are generally placed at or near where the regulation apply. They are intended to inform the driver of selected traffic laws and

indicate the applicability of legal requirements.

Another applicable category of signs would be warning signs. Warning signs are generally yellow and diamond shaped and have word or symbol legends in black. Warning signs are placed in advance of a condition which requires warning the driver of some condition of the roadway that requires extra care. Some typical warning signs are shown below:



These warning signs vary from obvious in the condition warned of in the case of the left sign, to perhaps less than obvious in the case of the middle sign. A supplemental plaque may be attached to any warning sign when engineering judgement indicates a need for additional information for the driver. Supplemental plaques are generally square or rectangular and are yellow as well.

The requirements of the legislature are as follows:

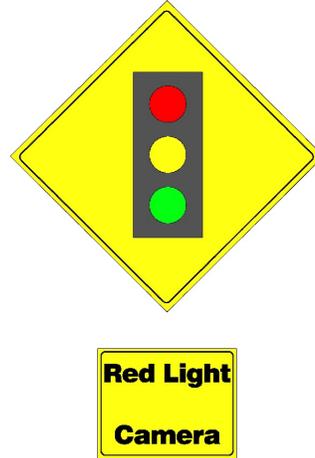
1. Signs are required for any system in active use
2. At least 100 feet from intersection
3. According to TMUTCD
4. Easily readable
5. Clearly indicates presence of RLC system that records violations and may result in notice of a violation and imposition of monetary penalty.

Each of these requirements is clear and relatively straight forward under the TMUTCD, except for the last one. The limitations of both regulatory and warning signs in terms of simplicity and standardization prevent the use of complex messages which might specifically indicate monetary penalties or notice of violation. These concepts must be communicated through simple comprehensible messages that meet the guidelines of the TMUTCD.

An additional factor that bears consideration is the tendency for RLC installations to result in potential increases in rear end crashes. Part of the problem here is that this requirement is so new that no research has been done on the subject. The use of regulatory signs would tend to support the fulfillment of Item 6 above but would generally be placed near the intersection, perhaps at the 100 foot distance. The use of warning signs may reduce the incidence of rear end crashes and would generally be placed in advance of the intersection based on TMUTCD guidelines with increased separation distance related to the approach speed. The TMUTCD generally stands for consistency in application and there is little chance of that at this point because there is very little application of these signs to this point.

The following sign application reasonably fulfills the requirements of the legislature when coupled

with a reasonable public information campaign. The sign combination recommended uses one regulatory sign to reinforce the stop location and an advance warning sign to alert drivers well ahead of the intersection of a specific condition that may require adjustment of speed. TxDOT, by recent memorandum, has indicated that it will allow either regulatory or warning signs to be used with RLC installations.

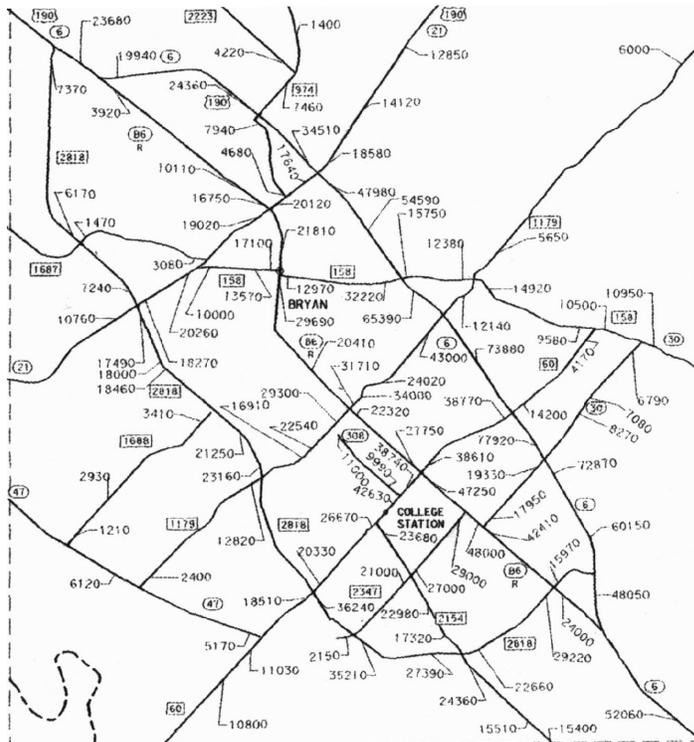


The sign on the left would be placed on the right side of the road adjacent to the stop bar at the intersection approach where the RLC installation is made. The stop bars should be well marked and well maintained. The warning sign should be placed in advance of the intersection on the right hand side of the road, separated from other signs and driveways and clearly visible to traffic. The warning sign is a standard signal ahead sign and should be 48" by 48" since the intersections recommended for RLC enforcement are generally major arterial streets. The supplemental plaque should be 30" by 24" and should use standard lettering sizes. All signs used should be reflectorized. The minimum distance from the stop bar to the warning sign should be based on approach speed according to the following table which is based on accepted stopping sight distances (AASHTO, Ref. 13):

	Approach Speed (Mph.)	Distance from Stop Bar (Ft.)
1.	30 mph.	200 ft.
2.	35 mph.	250 ft.
3.	40 mph.	305 ft.
4.	45 mph.	360 ft.
5.	50 mph.	425 ft.
6.	55 mph.	495 ft.

## Intersection Analysis

In this section of the report each candidate intersection will be analyzed and discussed as to the applicability of red light camera (RLC) enforcement, existing signalization and alternative improvements. Some of the data is best presented together as in Table 2 below. This features traffic volumes, citation data and crash history for the candidate approaches. Recall that only one approach to each intersection is chosen for RLC implementation during this phase. Volume data (2005) is presented as average daily traffic (ADT) for both approaches on the subject roadway (not the cross street) and crash data is for years 2005-2007 (to date). Traffic volumes are from TxDOT data provided on the diagram below.



**Traffic Volume Map**

Each intersection has been analyzed to determine if certain elements are present that might make the subject approach a good or bad candidate for RLC enforcement. Such elements include traffic volume, geometry of the intersection approach, existing signal timing, clearance interval, approach sight distance and approach speed. Other factors considered include potential improvements that could increase intersection safety without camera enforcement. These potential improvements are not prioritized nor is it indicated that such improvements are needed to render the intersection reasonably safe. There are frequently intersection improvements available for potential implementation whether or not funding exists to do them. In the following detailed sections north is at the top of the page in the overhead photos.

The following intersection data is provided in tabular form.

INTERSECTION	DIR	# RLR Video	#RLR Citations	# RL Crashes	Total Crashes	ADT Volume
1. Texas Ave. at Walton Dr.	NB	11	783	6	16	48000
2. Harvey Rd. at Munson	EB	15	29	6	12	19330
3. Harvey Rd. at George Bush Dr. East	WB	9	29	6	14	17950
4. Wellborn Rd. at George Bush Dr.	NB	14	36	2	41	22980
5. Wellborn Rd. at Harvey Mitchell Pkwy.	NB	8	10	4	60	24360

## Texas Avenue at Walton Drive - Northbound Approach

Certainly a familiar location, this major intersection forms the “east gate” for Texas A&M University, the heart of College Station. The study approach is northbound on Texas Avenue, the major north-south surface arterial in the city. This section of Texas Avenue has recently undergone a major expansion project which added traffic lanes, expanded raised curb medians and provide some access management through restricted median openings and driveway restrictions. This is one of the older areas in the city with major neighborhoods to the east and commercial development to the south. Southern sections of Texas Avenue are currently being widened and improved.



As can be seen on the adjacent figure, the northbound approach is straight and level for some considerable distance. There are three through lanes with one left turn lane. No sight line obstructions or stopping distance issues exist on this approach. A long left turn bay is provided for traffic turning into the University and abnormal congestion is not a common occurrence here. The speed limit on the approach is 40 mph. and reasonably represents the 85 percentile speeds. As can be seen from the table above this is a favorite and productive location for conventional enforcement. There are numerous areas for observation by Police for RLR citations. There are generous right turn lanes provided on all approaches and the traffic flow at the intersection is relatively smooth and free flowing for most hours of the day.

### **Texas Ave. at Walton Dr.**

Signal timings along Texas Avenue are well maintained in this area. While excellent progression on some other sections of the corridor is an elusive goal, this section performs well at most times of day. Existing clearance intervals are generous. Texas Avenue is given 4 seconds of yellow and 2 seconds of all red for a total clearance interval of 6 seconds. The ITE value for this approach is 5.5 seconds. All red intervals in excess of 2 seconds are not recommended and no improvement from adjustments to signal timing can be expected for reducing RLR experience on this approach.

Geometrically there are few improvements to make at this intersection. Signals are clearly visible on this approach and adherence to required stop location should be good. The voluminous citation numbers for this intersection are a testimony to the relative safety of an officer making those traffic stops and the volume of red light running traffic here. The northbound approach and stop area condition are portrayed below.



**Northbound Approach - Texas Ave. at Walton Dr.**

It is expected that RLC enforcement will work well at this intersection. The roadside areas are relatively clear of above ground utilities except for street lights and traffic signal installations. Subsurface utilities have not been investigated but there is some flexibility in the location of RLC hardware so that this should not be a significant problem. As can be seen below, the stop location is clearly marked in advance of a well marked and well used pedestrian crossing.



**Stop Location - NB Texas Ave. at Walton Dr.**

Numerous pedestrians and bicyclists from the University access the residential areas to the east of this intersection. The approach speed limit is 40 mph in this vicinity. This should lead to a location for the warning sign about 305 feet in advance of the stop bar. This should provide sufficient warning for a potential stop condition. The treatment of this intersection with RLC enforcement measures appears to be justified in terms of the nature and

configuration of the intersection and the degree of RLR incidents measured there. The crash history forms some basis for this as the ratio of RLR crashes to other crashes is relatively high. As such, improvement in crash history may be expected from RLC enforcement application. This intersection is a good candidate for RLC implementation.

## **Harvey Road at Munson Drive - Eastbound Approach**

This location is the intersection of a major residential collector, Munson Drive, with a major arterial street, Harvey Road. Harvey Road runs nominally east and west and Munson runs north from this “T” intersection. This intersection forms the eastern portion of an offset pair with Dartmouth which intersects Harvey Rd. just to the west of Munson and heads south from there. The function of this offset pair has been a thorn in the side of the City of College Station for many years and will continue to be so. That being said, Harvey Rd. functions reasonably well at most hours of the day, the exception being the peak evening period when congestion is significant. The intersection is portrayed below:

As can be seen in the overhead view, the roadway is straight and relatively level for a considerable distance on the eastbound approach. There are two through lanes in each direction with a left turn bay provided for the eastbound movement. A remnant of an extremely narrow raised curb persists in this vicinity although its delineation and separation capability is nearly negligible. The lanes are relatively narrow, including the left turn lane. The left turn bay is short due to the proximity of the Dartmouth intersection, therefore traffic queues in the left turn lane frequently block the inside through lane. The south side of the intersection is a private driveway that is aligned with Munson and is not signalized for crossing traffic. Right turns in and out of this driveway are allowed, although they probably would not be if the intersection were designed today. The approach speed limit is 40 mph.



### **Harvey Rd. at Munson Dr.**

The existing signal timings are adequate considering the configuration of the intersection and its presence so near the Dartmouth intersection. Progression bandwidth is generally limited on closely spaced intersections like these two. Yellow intervals of 4 seconds are provided on all approaches. The Harvey Road approaches include a 1.5 second all red interval. This combined clearance interval is generous in that the time allotted is greater than the calculated ITE value of 5 seconds for this small an intersection and the approach speeds. Although it is sometimes difficult to justify removing portions of the clearance interval, that possibility could be considered in order to provide additional through movement green time. The gains would be small.

As for geometric improvements, they could be many and varied. They would all require significant purchase of expensive right of way. There is really no help for the offset nature of the Dartmouth

Munson pair at this point. It is a good example, however, of why this type of intersection should be avoided in the future. The approach view and stop area for the eastbound approach are shown below.



Additional lane widths, improved raised medians, increased curb radii, reduction in number of driveways and increased driveway spacing and closure of the driveway to the south at the Munson intersection would all improve the performance of the Harvey Rd. corridor which carries substantial volume. The last widening project along Harvey Rd. was in the 1980's and the volumes here make it a good candidate for improvement.

#### **Eastbound Approach - Harvey Rd. at Munson**

The right of way restrictions, however, would make these improvements very expensive. The properties adjacent to this arterial are generally commercial or medium density residential and have limited space to allow for ROW expansion. If major expansion of Harvey Rd. were to be investigated, substantial improvement might be made utilizing good access management practices and innovative intersection treatments which remove left turning traffic from the intersection.



#### **Stop Location - EB Harvey Rd. at Munson Dr.**

This being said, the improvements mentioned might do little to improve the incidence of red light running (RLR) or the attending crashes other than the general improvement to be had from reducing congestion. No sight distance obstructions are evident on the eastbound approach which would be expected to produce inadvertent RLR incidents. The proximity of Dartmouth and turning traffic into the shopping center to the south of the intersection may present some distractions but these phenomena are not uncommon on urban arterial streets. All in all, while the intersection does

present excellent opportunities for improvement, the installation of RLC enforcement measures is justified as an alternative treatment. The advance warning sign should be placed approximately 305 feet in advance of the stop bar and east of Dartmouth. The stop location sign should be placed at the stop bar location. Back plates should be installed at this traffic signal for increased recognition.

### **Harvey Road at George Bush Drive East - Westbound Approach**

This intersection is similar in nature to its sister intersection analyzed above. The intersections are little more than half a mile from each other. The presence of numerous RLR incidents at this intersection is a little surprising in that Harvey Rd. here is approaching Texas Avenue from the



westbound direction and congestion at that intersection is a general condition over much of the day. This hardly seems the right condition for RLR. The video survey clearly indicates a significant number of RLR occurrences, however. Harvey Rd. is a major surface arterial street with two lanes in each direction and continuous two way left turn lanes (TWLTL) in this vicinity. The intersection is shown here.

George Bush E. south of Harvey Rd. is a relatively recent addition to the city street system. It serves as a reliever to north/south Texas Avenue. Most of the George Bush E. traffic turns left or right at the intersection. Considerable commercial and medium density residential development abuts Harvey Rd. in this vicinity and right of way is relatively restricted in width.

### **Harvey Rd. at George Bush E.**

There are no sight distance obstructions on the westbound approach although driveways are frequent. Left turn storage is adequate from the TWLTL. Approach speed limit is 35 mph. but these speeds are not generally seen during the peak hours due to the typical but minor congestion. Options for conventional enforcement are minimal and pursuit would be potentially hazardous. Harvey Rd. volumes are heavy, particularly at peak hours.

Progression along Harvey Rd. is limited because of irregular and insufficient signal spacing. Driveways are numerous and poorly spaced. Curb return radii are short and turning movements are generally slow, further restricting traffic. Clearance intervals on the study approach consist of 4 seconds of yellow plus 1.5 seconds of all red. These values are again generous because of the minimal approach width of George Bush E. compared to the ITE values of 5 seconds. Similar to

the Munson, removal of a small amount of clearance interval, perhaps half a second of yellow, may be considered, although the improvement would be slight. There is no reason to believe that increasing the clearance intervals here would reduce RLR incidents.

There are reasonable potential improvements to the intersection which might improve its crash history. These improvements might not affect RLR crashes, but might improve other types of crashes. Such improvements might consist of removal of driveways directly adjacent to the intersection on the southwest and northeast quadrants. Improvement of the minimal lane widths



on the southbound approach on George Bush E. may be effective in increasing the capacity of that approach and thereby allowing an increase in green time to the through movements on Harvey Rd. Minimization of cross street green time is essential. The northbound approach on George Bush E. appears adequate. The westbound approach which is the candidate for RLC application and the existing stop location are shown here.

### **Westbound Approach - Harvey Rd. at George Bush E.**

Other potential improvements include raised curb medians along Harvey Rd. along with restricted median openings. This will control crossing traffic and produce better arterial flow. Median improvements could provide adequate turn bays and removal of the TWLTL could be advantageous. The stop location is well delineated, as shown, however, no pedestrian markings are present. Such markings not only make intersection



### **Stop Location - WB Harvey Rd. at George Bush E.**

recognition better but may provide improved pedestrian access to the Wolf Pen Creek area. There

may be conflicts between pedestrian crossing and existing improvements. There are no obvious impediments to RLC implementation from surface improvements. Subsurface investigation should be required prior to installation. Traffic signal backplates should be installed at this intersection.

The warning sign should be placed at least 305 feet in advance of the intersection since the majority of this distance is still at the 40 mph. speed limit. The sign should be placed separated from other signs and driveways. The stop location sign may be placed directly adjacent to the stop bar.

Crash history at this intersection is significant with 6 of the total 14 crashes the result of RLR incidents. As such, significant improvement in crash history may be expected from implementation of RLC enforcement. Given the traffic volume, presence of existing RLR incidents and high proportion of RLR crashes, this approach is an excellent candidate for RLC implementation.

### **Wellborn Road at George Bush Drive - Northbound Approach**

This intersection is a clear local problem from traffic volume and geometric configuration. The location is additionally complicated since a major rail line is located within the functional area of the intersection to the west. The rail line serves numerous trains per day, both freight and passenger, and is a major service line from Houston northward. In fact, the college station, for which the city is named was adjacent to this intersection. If this were not enough, Texas A&M University has made major expansions to the west across the tracks in recent years, further increasing traffic loading at this location. And finally, a tremendous increase in medium density student housing has occurred in recent years, much of it in the areas to the south and west of this



intersection. Based on some of these factors, TxDOT has proposed to rebuild this area in the not too distant future. The precise time line for such improvements has been set and altered several times and TxDOT funding is an ever precarious variable in recent times so that the timing of these improvements is uncertain. The intersection is shown here.

Wellborn Rd. serves as a major entry point from the south to both the main and west campus areas of Texas A&M University. The traffic volumes are extremely heavy and the roadway geometry is limited significantly because of the mentioned railroad tracks. The northbound approach has two lanes through and a left turn lane

**Wellborn Rd. at George Bush Dr.**

which is marked as a two way left turn lane (TWLTL) to the south. Storage capacity is not a problem. The approach lanes are relatively narrow and the curb lines are deteriorated. Other approaches to the intersection are similarly troubled. Much of the traffic volume consists of through movement but the northbound left turns are significant as well.

No right turn lane exists on the northbound approach and commercial development occupies the southeast corner preventing easy expansion in that direction. There has been limited exercise of restraint in the placement of driveways in the vicinity and several exist within the functional area of the intersection to the south. Fortunately driveways do not exist on the westbound and



northbound approaches because of the University and railroad respectively. No median access control exists on the northbound approach, however, the existing traffic volume essentially prevents crossing movements during most hours of the day. The northbound approach is shown here.

There are no visibility obstructions on the northbound approach, and Wellborn Rd. is straight and relatively flat for more than a

### **Northbound Approach - Wellborn Rd. at George Bush Dr.**

mile in advance of the intersection. The approach speed limit is 40 mph and the 85 percentile speed is likely higher except during peak hours. Conventional RLR enforcement would be very difficult and hazardous to the attending officer. Congestion is a way of life at this intersection on all approaches, with the morning northbound (inbound) traffic dominating the intersection, and evening southbound (outbound) traffic being just as dominant.



### **Stop Location - Wellborn Rd. at George Bush Dr.**

Traffic is heavy at all times of day. This intersection is not isolated but does function as a controlling intersection for Wellborn Rd.

The Holleman Drive intersection is signalized about 0.7 miles to the south. Progression is generally good northbound at off peak hours as cross street green time is limited. This can lead to long stopped delays at cross streets however. The signal at this intersection is interconnected with the crossing protection measures for the railroad which activates around 24 times per day.

Clearance intervals for the intersection currently consist of 4 seconds of yellow with 1.5 seconds of all red. These values are consistent with accepted practice when compared to the 5.5 seconds from ITE, and require no modification. No improvement in RLR performance would be expected from additional clearance interval.

There is significant pedestrian traffic at this intersection. Major student housing developments to the west and the presence of West Campus traffic produce much of this pedestrian volume. The intersection is marked with crosswalks and pedestrian indications are a part of the signalization of the intersection.

Improvements are clearly desirable at this intersection, including the northbound approach. Right of way is the current problem. The railroad to the west of Wellborn Rd. has been present for at least as long as the roadway and is not subject to eminent domain. There have been long standing plans to relocate the tracks well to the west of the campus, however, the expense has been prohibitive to date. TxDOT does have plans to make significant improvements to this intersection as discussed above. The planned improvements will carry through traffic on Wellborn Rd. over George Bush and allow the surface connections to carry significantly less volume. This improvement is not expected to be completed until sometime after 2010.

Crash experience is significant at this intersection. It had 41 crashes in the period including 2005-present although the crashes attributed to RLR incidents were small at only 2. Given the high number of RLR incidents shown on the video detection, the actual number of crashes from RLR may be higher. Given the number of crashes, the number of RLR incidents and the inherent difficulty in conventional enforcement at this location, RLC enforcement is a valid alternative. RLC enforcement should reduce the incidence of RLR and improve overall safety at this intersection.

Warning signs should be placed no less than 305 feet in advance of the stop line and should be located well separated from existing signs and driveways where clear visibility exists. The stop location sign should be placed at the stop bar. Both the stop bar and the crosswalks should be remarked for the installation of the RLC system.

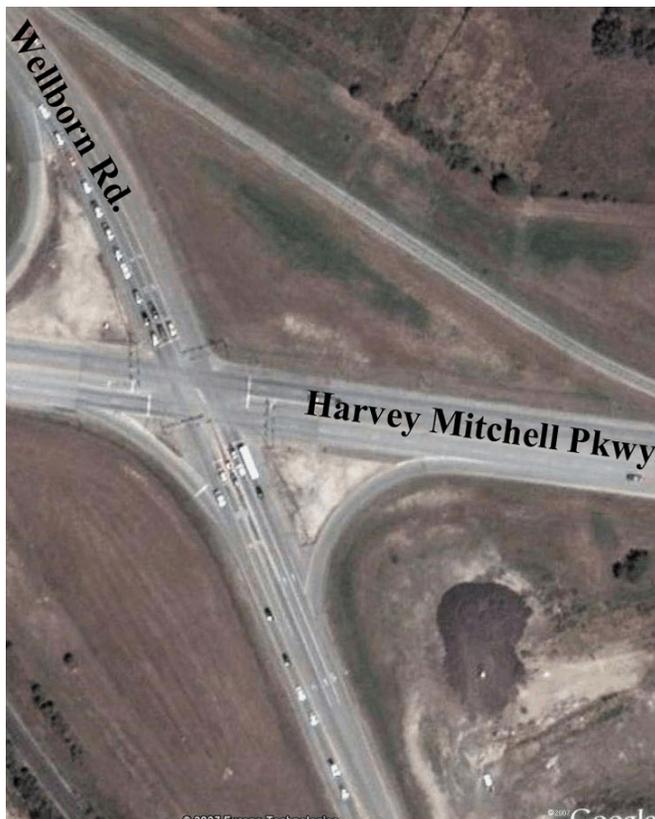
### **Wellborn Road at Harvey Mitchell Parkway - Northbound Approach**

This intersection is one of the most significant intersections in the community. It connects major arterial streets and carries large volumes of traffic on all approaches. The approach speeds are the highest in the study group and the intersection is physically large. Similar to the above intersection

the railroad tracks mentioned previously are within the functional area of the eastbound approach. Current crossing protection measures are similarly interconnected to the traffic signal.

Wellborn Road in this vicinity connects much of the southern reach of Brazos County to Texas A&M University. Growth in College Station in recent years has followed a consistent pattern of expansion to the south and development barriers, such as creeks and lack of infrastructure, to the east and west are just recently beginning to be overcome. These factors combine to make this intersection one of the most heavily traveled in the area. The crash history represents these issues as well with the largest number of crashes in the study group.

To further complicate the picture, Wellborn Rd. to the south is significantly deficient in capacity, lacking sufficient lanes for its intended function. Recent modifications added a two way left turn lane in some portions of that stretch but failed to add through lanes. Existing development and the right of way restrictions from the railroad tracks are cited as preventing further improvement. While this lack of improvement has proved difficult, there are excellent opportunities for making things right in the future. The traffic will not go away. The intersection is shown below.

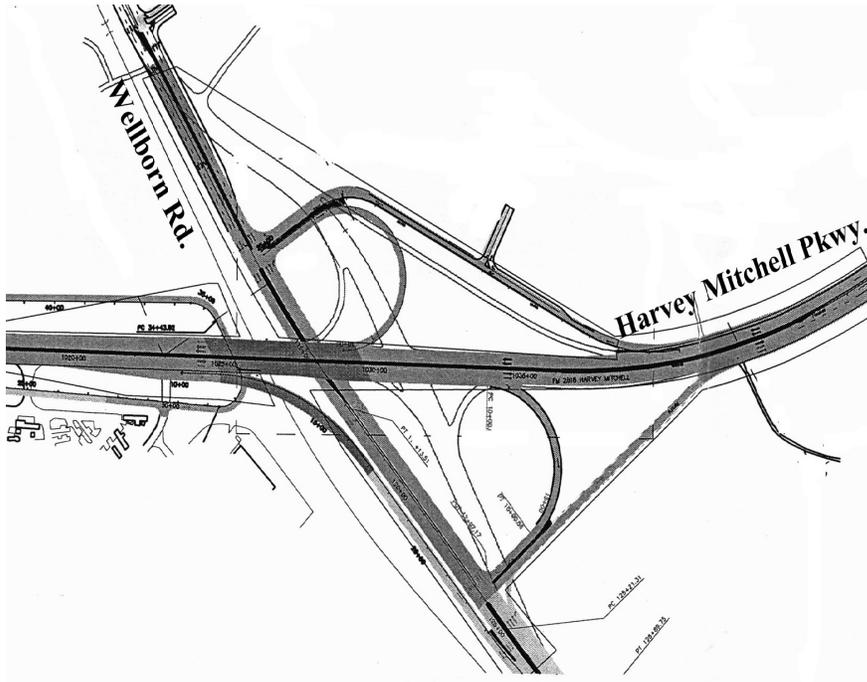


The northbound approach contains two through lanes and two left turn lanes. A free right turn lane takes off well before the intersection providing a moderate speed connection to eastbound Harvey Mitchell Pkwy. Harvey Mitchell has two through lanes and single left turn lanes on both approaches. The westbound right turn lane is excellent but the eastbound right turn lane is only adequate and sometimes the queue for right turns at that location blocks through lanes eastbound. Turn storage is generally adequate except at maximum periods. There is no median provided on any approach, but shoulders exist on all approaches. There are no driveways in the functional area of the intersection and right of way is not particularly restricted. The northbound approach is curved to the south of the intersection with approximately 1000 feet of approach visibility. Conventional enforcement should be relatively easy at this intersection due to the ample shoulder areas.

### **Wellborn Road at Harvey Mitchell Pkwy.**

The existing signal functions essentially as an isolated intersection with relatively high speed approaches on all fronts. The northbound speed limit drops to 45 mph a reasonable distance ahead of the intersection, although observed approach speeds may be much higher. The clearance intervals for this intersection consist of 5 seconds of yellow with 2 seconds of all red. These are generous given the approach speeds and width of the intersection which yield an ITE value of 6

seconds. No adjustment to signal operations is needed and no improvement to RLR would be reasonably attributed to signal timings.



Improvements to this intersection have been considered by TxDOT for some years. Recent and proposed development in the northeast and southeast quadrants of this intersection may speed up the timetable. A grade separation is desirable across the railroad tracks to the west and should improve operations considerably. The main line railroad closes Harvey Mitchell many times a day, and during these times the left turn traffic northbound can block through lanes of

**Schematic Plan for Intersection**

travel. A time schedule for the improvements is set for late 2008 although TxDOT funding has been curtailed across the state. The possible configuration of the intersection is shown above according to a preliminary set of schematic drawings. This figure shows Harvey Mitchell Pkwy. going over Wellborn Rd. with loop type ramps making the northbound and southbound connections to Wellborn Rd. Wellborn Rd. itself moves west toward the railroad tracks to provide room for the connections.



This configuration, although schematic provides vastly improved operation for both Wellborn Rd. and Harvey Mitchell Pkwy. The present northbound approach appears here. The clear visibility is apparent as are the provided shoulders and approach lanes. It is also clear that the single approach lane divides into two through lanes and two left turn lanes just prior to the intersection.

**Northbound Approach - Wellborn Rd. at Harvey Mitchell Pkwy.**

This limits capacity of the intersection at peak periods and significant improvements may be available in the operational characteristics of the intersection. The stop location is shown below.



Crash history at this intersection is important. The highest crash experience of the studied intersections, some 61 crashes have occurred in the study period. Of these 4 have been attributed to RLR incidents. Again, given the high number of RLR incidents from the video study, more RLR related crashes may be among the crash experience. While conventional enforcement methods may be applicable and relatively safe, the conventional methods

**Stop Location - Wellborn Rd. at Harvey Mitchell Pkwy.**

have not been proportionally successful at this intersection. Improvement using the RLC enforcement method can be expected.

Advance sign placement may be made at least 360 feet in advance of the intersection. Some consideration may be made to increasing this distance since the speed limit reduces near the intersection.

The stop location sign may be difficult to place at this intersection due to the wide shoulders provided here. Some judgement must be made as to whether or not this sign is applicable at this intersection. Increased intersection recognition may be provided with a wide stop bar at this location. The stop bar may also be moved back slightly to the south to provide a location for the stop location sign.

## Conclusions

The following are conclusions developed from the study and from the review of recent research in the area of red light running (RLR) and red light camera (RLC) enforcement. They come in no particular order but are generally organized in the order of the information in this study. The conclusions are made by the author and do not necessarily represent the conclusions or opinions of the City of College Station or of its staff. This section may serve as an executive summary of the larger report.

1. Based on the information reviewed reduction in red light running (RLR) can be expected from the implementation of red light camera (RLC) enforcement.
2. Based on the research some improvement in intersection safety can be expected from the implementation of RLC enforcement.
3. Crashes from red light running are a real problem in the United States taking some 800 to 1000 lives annually and causing more than 200,000 injuries.
4. The orderly assignment of right of way provided by properly designed and maintained traffic signals is not sufficient in and of itself to prevent these RLR crashes.
5. A significant number of pedestrians are the victims of RLR crashes.
6. SB 1119 became effective on September 1, 2007 putting into place certain authority for municipalities to implement RLC enforcement on a conditional basis.
7. In placing conditions on the implementation of RLC enforcement the legislature is trying to prevent RLR citations from simply becoming another revenue stream.
8. Section 707 of the Transportation Code requires a traffic engineering study of each approach along with crash histories for each intersection.
9. The Code requires the placement of signs which meet certain guidelines along the roadway leading to the RLC installation.
10. The local authority is to monitor and report crash statistics for each intersection to TxDOT annually.
11. Revenue sharing provisions are mandatory so that excess revenue is spent on traffic or enforcement provisions within the local jurisdiction and half of the revenue over expenses is shared with regional trauma centers.
12. The statute was limited with a sunset provision requiring renewal in 2009.
13. Red light running is defined as failing to stop before crossing a clearly marked stop line at a signalized intersection when facing a steady red signal.
14. Clearance intervals consisting of yellow signals of certain duration are required at all traffic signals when the light changes from green to red.
15. An interval of all red may be provided, but is not required, where all approaches are to be stopped for a brief period of time, thereby providing some safety factor.
16. All red intervals reduce green time and therefore capacity of the signalized intersection.
17. Drivers may not proceed on a green signal until other traffic that has entered the intersection legally has cleared.
18. The foundational goal of RLC programs is improvement in safety through reducing RLR

- crashes.
19. RLC programs may improve drivers respect for red light requirements.
  20. The “halo” effect may increase safety at adjacent intersections.
  
  21. RLC enforcement has been used in many venues around the world since about 1979 with hundreds of installations in Australia, Singapore, England and Canada.
  22. RLC enforcement has become common in the United States since about 1998 in California, Arizona, Florida, Maryland and Texas.
  23. Most studies report a reduction in RLR crashes and safety improvements from RLC enforcement.
  24. Some studies report an increase in overall intersection crashes.
  25. Percentage of crash reduction varies from slight increases to 35% reductions.
  26. Some reports indicate an increase in rear end crashes, which tend to be less severe than crossing collisions, from RLC enforcement.
  27. RLC enforcement decreases citations over time.
  28. Several studies report decreases in crash history from RLC implementation that cannot be attributed to RLC enforcement to a degree of statistical significance.
  29. The research collectively represents a clear probability, though not certainty, that installation of RLC enforcement will improve safety at intersections.
  
  30. Site selection is a critical segment of the RLC implementation process.
  31. Sites should be selected based on a traffic engineering study.
  32. Sites with high traffic volumes, high crash experience and high RLR experience should show the largest safety improvement.
  33. Conventional enforcement method potential and potential for other improvements which may improve safety at the intersection should be considered.
  34. The current construction project along Texas Avenue is a reasonable basis for not considering some intersections that are involved in that project.
  35. These intersections may be included in a later phase of implementation.
  36. Eleven intersections were studied by the RLC vendor yielding information on RLR incidents on 22 approaches.
  37. The five approaches selected for further analysis were the five highest RLR locations from the preliminary data.
  38. The candidate intersections are:
    - a. Northbound Texas Ave. at Walton Dr.
    - b. Eastbound Harvey Rd. at Munson Dr.
    - c. Westbound Harvey Rd. at George Bush E.
    - d. Northbound Wellborn Rd. at George Bush Dr.
    - e. Northbound Wellborn Rd. at Harvey Mitchell Pkwy.
  
  39. Red light camera signs are required by Section 707 of the Transportation Code in advance of RLC installations.
  40. These signs shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and shall be at least 100 feet in advance of the intersection.
  41. No standards for these advance signs currently exists.
  42. A pair of signs has been proposed on page 21 of this report for use in this application.

43. Approach distances are also suggested on page 21.
44. The use of an advance warning sign, as proposed, may negate some of the potential for increased rear end crashes.
45. Each candidate intersection was considered separately for the applicability of RLC enforcement and other potential safety improvements.
46. An informational table was provided as below:

INTERSECTION	DIR	# RLR Video	#RLR Citations	# RL Crashes	Total Crashes	ADT Volume
Texas Ave. at Walton Dr.	NB	11	783	6	16	48000
Harvey Rd. at Munson	EB	15	29	6	12	19330
Harvey Rd. at George Bush Dr. East	WB	9	29	6	14	17950
Wellborn Rd. at George Bush Dr.	NB	14	36	2	41	22980
Wellborn Rd. at Harvey Mitchell Pkwy.	NB	8	10	4	60	24360

47. **Northbound Texas Avenue at Walton Drive**
  - a. The large number of RLR citations at this intersection are a clear indication that RLC enforcement may be effective here.
  - b. The large number of RLR citations at this intersection may be due to relatively safe and easy conventional enforcement potential.
  - c. Existing traffic volume on Texas Ave., general crash experience and specific RLR crash experience support the use of RLC enforcement at this intersection.
  - d. The existing signal timing and clearance intervals are sufficient.
  - e. Increases in clearance interval should not reduce RLR at this intersection.
  - f. No sight distance obstruction which may contribute to RLR was found.
  - g. The intersection is geometrically sound and improvements would not generally be expected to reduce RLR here.
  - h. An RLC warning sign should be placed approximately 305 feet in advance of the intersection and clear of other signs or driveways.
  - i. A "Stop Here" sign should be placed at the stop bar location.
  
48. **Eastbound Harvey Road at Munson Drive**
  - a. This intersection is part of an offset pair with Dartmouth which is an undesirable geometric configuration and increases congestion along Harvey Rd;
  - b. The large traffic volume, RLR incidence, crash history and high percentage of RLR crashes support the use of RLC enforcement on this approach.
  - c. The existing signal timing is acceptable at this intersection although some congestion exists during peak periods.
  - d. The clearance interval provided is generous for the approach speed and narrow width of the cross street.
  - e. No reduction in RLR from increases in clearance interval are likely.
  - f. No sight distance obstruction which may contribute to RLR was found.
  - g. Conventional RLR enforcement would be difficult and hazardous at this intersection.
  - h. Geometric improvements such as lane widening, median improvements, increasing curb return radii, reduction in number of driveways, increases in driveway spacing and closure of the driveway access for the southern intersection opening would

improve the performance of Harvey Rd., reduce congestion, and may have a positive effect on RLR incidents.

- i. Most of these improvements would generally be a part of a large construction program and would require additional right of way, however, some minor improvements may be made on a spot improvement basis.
  - j. No specific improvements are clearly evident that will significantly reduce RLR.
  - k. An RLC warning sign should be placed about 305 feet in advance of the stop location.
  - l. A “Stop Here” sign should be placed at the stop bar location.
  - m. Signal backplates should be added at this intersection.
49. **Westbound Harvey Road at George Bush East**
- a. The large traffic volume, RLR incidence, crash history and high percentage of RLR crashes support the use of RLC enforcement on this approach.
  - b. The existing signal timing is acceptable at this intersection although some congestion exists during peak periods.
  - c. The clearance interval provided is generous for the approach speed and narrow width of the cross street.
  - d. No reduction in RLR from increases in clearance interval are likely.
  - e. No sight distance obstruction which may contribute to RLR was found.
  - f. Geometric improvements are possible at this intersection in the form of increased curb return radii, removal of the two driveways directly adjacent to the intersection, and median improvements.
  - g. Such improvements may improve congestion along Harvey Rd. but may or may not improve RLR experience at this intersection.
  - h. Conventional RLR enforcement would be difficult and hazardous at this intersection.
  - i. An RLC warning sign should be placed about 305 feet in advance of the stop location.
  - j. A “Stop Here” sign should be placed at the stop bar location.
  - k. Signal backplates should be added at this intersection.
50. **Northbound Wellborn Road at George Bush Drive**
- a. A high number of overall crashes and high number of RLR citations and video detections support this intersection a good candidate for RLC implementation.
  - b. This is an intersection with significant congestion which would be difficult for conventional RLR enforcement.
  - c. There are no sight distance obstructions which might reasonably contribute to RLR experience on this approach.
  - d. The signal timing at this intersection appears reasonable although improvements are possible in the corridor.
  - e. The signal operation is made more difficult by the presence of the main line railroad crossing just to the west along George Bush Drive within the functional area of the intersection.
  - f. The crossing protection measures and traffic signal are interconnected so that the signal operation is preempted by an oncoming train.

- g. The clearance intervals are reasonable for this approach.
- h. No improvement in RLR should be expected from increases in clearance interval.
- i. TxDOT plans to rebuild this intersection completely providing a grade separation for Wellborn Road traffic.
- j. This grade separation is not scheduled for completion in the near future but would greatly reduce the traffic volume at this intersection.
- k. There is considerable pedestrian traffic at this intersection which would benefit from a reduction in RLR.
- l. Short term geometric improvements at this intersection are possible including curb return radii improvements and removal of nearby driveways.
- m. Right of way is highly restricted and would likely be very expensive.
- n. An RLC warning sign should be placed about 305 feet in advance of the stop location.
- o. A “Stop Here” sign should be placed at the stop bar location.
- p. The stop bars and crosswalks should be re-stripped as a part of this project.

51. **Northbound Wellborn Road at Harvey Mitchell Parkway**

- a. A high number of overall crashes and high number of RLR citations and video detections support this approach a good candidate for RLC implementation.
- b. Conventional enforcement would be relatively safe and easy at this intersection.
- c. There are no sight distance obstructions which might reasonably contribute to RLR experience on this approach.
- d. The signal timing at this intersection appears reasonable as this signal operates essentially as an isolated intersection.
- e. The signal operation is made more difficult by the presence of the main line railroad crossing just to the west along Harvey Mitchell Parkway within the functional area of the intersection.
- f. The clearance intervals are reasonable for this approach.
- g. No improvement in RLR should be expected from increases in clearance interval.
- h. TxDOT plans to rebuild this intersection completely providing a grade separation for Harvey Mitchell Parkway traffic.
- i. This grade separation is not scheduled for completion in the near future but would greatly reduce the traffic volume at this intersection.
- j. No real short term geometric improvements are applicable.
- k. An RLC warning sign should be placed about 360-400 feet in advance of the stop location.
- l. A “Stop Here” sign should may be placed at the stop bar location.
- m. To accommodate this sign the stop bars may need to be moved back so that the sign is off the eastbound shoulder.

## **Recommendations**

The following recommendations are based on the information contained in the study and are the product of engineering judgement and experience in the traffic engineering profession. Reasonable minds may differ and this report may serve as a starting point for some of the recommendations rather than an ending point. The recommendations reflect the opinions and judgement of the author.

1. It is recommended that red light camera enforcement be implemented on the following approaches:
  - a. Northbound Texas Ave. at Walton Dr.
  - b. Eastbound Harvey Rd. at Munson
  - c. Westbound Harvey Rd. at George Bush Dr. East
  - d. Northbound Wellborn Rd. at George Bush Dr.
  - e. Northbound Wellborn Rd. at Harvey Mitchell Pkwy.
2. Advance warning signs and “Stop here” signs should be placed on the recommended approaches at the locations identified in the report.
3. It is recommended that stop bars and marked crosswalks, if present, be re-striped as a part of this project as needed.
4. It is recommended that traffic signal backplates be added to the two Harvey Road intersections.
5. Detailed reporting on the crash histories of the intersections should be made to TxDOT within six months of the date of implementation of red light camera enforcement, as required by Texas Transportation Code, Section 707.
6. Continued annual reporting of crash histories at the recommended intersections should be made to TxDOT as required by Texas Transportation Code, Section 707.
7. It is recommended that no red light camera enforcement installations be considered during this initial phase for intersections within the current Texas Avenue construction project.
8. It is recommended that candidate intersections within the current Texas Avenue construction project be considered for future phases of implementation of red light camera enforcement.
9. There are no traffic engineering reasons to delay the implementation of red light camera enforcement on the recommended approaches.

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11. Senate Bill 1119, Chapter 707, Subtitle I, Title 7, Transportation Code
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13. A Policy on Geometric Design of Highways and Streets, AASHTO, 2001
14. Manual of Traffic Signal Design, Institute of Transportation Engineers, Third Edition
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**AGREEMENT BETWEEN THE CITY OF COLLEGE STATION, TEXAS AND  
AMERICAN TRAFFIC SOLUTIONS, INC. FOR  
PHOTOGRAPHIC TRAFFIC SIGNAL ENFORCEMENT SYSTEM SERVICES**

This Agreement is entered into by and between the **American Traffic Solutions, LLC**. (“Contractor” or “ATS”), a Delaware corporation duly authorized to do business in Texas with principal place of business at 14861 North Scottsdale Road, Suite 109, Scottsdale, Arizona and the **City of College Station**, a home-rule municipal corporation of the State of Texas (“City”), for the provision of services for a Photographic traffic Signal Enforcement System.

**1. DEFINITIONS**

1.01 Agreement or Contract shall mean this contract between ATS and City, including all exhibits and any written amendments authorized by City.

1.02 Approach shall mean one direction of travel of up to four contiguous lanes on a road or a traffic intersection.

1.03 ATS System or Contractor System or System shall mean, collectively, the Photographic Traffic Signal Enforcement System and all of the other equipment, applications, support office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto except for any right of way of the City or State.

1.04 Calendar Day shall mean any day of the week or month, no days being excepted.

1.05. City shall mean and be understood as the City of College Station, Texas.

1.06 City's Representative or Representative shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.07. Contract Documents shall mean those documents listed in Paragraph 2.01.

1.08. Contractor shall mean American Traffic Solutions, LLC.

1.09 Contractor Project Manager shall mean the project manager appointed by ATS, which project manager shall initially be Justin McDole or such person as ATS shall designate by providing written notice thereof to the City. The Contractor Project Manager shall be responsible for overseeing the construction and installation of the designated Intersection Approaches and the implementation of the System, and who shall have the power and authority to make management decisions.

1.10 Defendant shall mean the Violation recipient.

(1)

1.11 Electronic Signature shall mean the method through which the authorized officer with the City indicates his or her approval of the issuance of a notice of Violation using the System.

1.12 Equipment shall mean any and all cameras, camera systems, housings, radar units, servers, poles, sensors, components, products, software and other tangible and intangible property relating to the automated red light program, including any standard and supplemental equipment not specifically listed that makes the System ready for continuous operation.

1.13 Fine or Receipt shall mean a sum in the form of a civil penalty or other fee in accordance with City ordinance assessed for each notice of Violation.

1.14 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.15 Intersection shall mean the place or area where two or more streets intersect.

1.16 Person shall mean a natural individual, company, governmental authority, partnership, firm, corporation, legal entity, business association or other entity.

1.17 Program shall mean the Photographic Traffic Signal Enforcement System established by the Contract Documents.

## **2. CONTRACT DOCUMENTS**

2.01 The Contract Documents and their priority shall be as follows:

2.01.01 Applicable Texas statutes, laws, rules, regulations and Texas Attorney General Opinions, as amended from time to time, and as interpreted and applied by the City Attorney;

2.01.02 The Automated Traffic Signal Enforcement, Section 11 in Chapter 10, "Traffic Code" of the Code of Ordinances of the City of College Station, Texas, and any other applicable City ordinances;

2.01.03 This Contract and the Agreement between the City and the Texas Department of Transportation Agreement entitled Amendment of Municipal Maintenance Agreement for the Furnishing, Installing, Operation and Maintenance of Cameras on State Highway Rights of Way to Monitor Compliance with Traffic Control Signals;

2.01.04 Amendments to this Agreement; and

2.01.05 College Station Business Rules for Automated Traffic Signal Enforcement, as amended from time to time.

### **3. INDEPENDENT CONTRACTOR**

3.01 Contractor will perform as an independent contractor all services under this Contract to the highest standards consistent with the level of care and skill ordinarily exercised by members of its industry, both public and private, currently practicing in the same industry under similar conditions, including reasonable, informed judgments and prompt, timely action. Contractor represents that it has special expertise in automated digital video and red light photographic enforcement systems including the Photographic Traffic Signal Enforcement System.

3.02 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Contract Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision, as determined by the City, shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

3.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to complete the work meeting the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this Contract shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

### **4. TERM**

4.01 The effective date of this Contract shall be the date of award by the College Station City Council and shall continue for a period of five (5) years from either: (1) the installation of the first red light camera System; or (2) six (6) months from the effective date, whichever occurs first, unless terminated in accordance with the provisions of this Contract. The Contractor shall have the right to seek City approval to extend the term of this Agreement for two renewal periods of two (2) years each subject to the City Council's sole discretion. Contractor must give notice to the City Manager of the desire to extend for any two (2) year renewal period by providing written notice to City not less than three (3) months prior to the last day of the initial term or the renewal term, as the case may be.

## **5. COMPENSATION AND CITY COST NEUTRALITY**

5.01 In consideration of the use of the limited right of way provided by City and Contractor's services provided to City, Contractor shall cause the processing of notices of Violations, and collection of civil penalties and related fees or Receipts for Violations as set by Contract and City ordinance. Commencing on the expiration of the initial warning period for the Program (not to exceed 30 days from the start of operation of the first camera), the City shall pay to ATS a fee not to exceed four thousand seven hundred and fifty dollars (\$4,750.00) per month for each Intersection Approach as full compensation for Contractor's System including without limitation, the digital red light camera equipment, installation, maintenance, Violation processing services, state records processing as applicable, mailing of first notice in color with return envelope and second notice in monochrome, data transmission to the City, processing of payments (including delinquency collections), collection of Violation fees, expert witness as needed, call center support for general program questions and a public awareness program and other services in this Contract. Such fee shall be paid in accordance with the terms of this Contract.

5.02 In the event a new Approach is operational other than the first day of the month, then the fee of \$4,750.00 for that month shall be prorated at the rate of \$158.33 per day. In the event a System is non-functional then liquidated damages may be assessed as stated in this Contract and the fee to ATS shall be reduced in the amount of \$158.33 per day for each day the System is non-functional in addition to the liquidated damages provisions in this Contract. For any approach where monitoring of more than 4 lanes is required, the fee to monitor the additional lanes, not to exceed 2 additional lanes on a single approach, shall be reduced to \$3,000 per month per camera.

5.03 The focus of this Contract, as well as the public awareness program, is to encourage drivers to reduce red light Violations. Accordingly, the City and Contractor agree that the compensation is not dependent upon Violation rates but is made in consideration of total services rendered in support of the Program. The parties agree that this Program is intended to be cost neutral or "self-funding" and therefore the City's obligations and the total compensation paid to ATS over the course of this Contract shall not exceed the total amount of civil penalties received from Defendants and specifically shall not exceed the compensation of four thousand seven hundred and fifty dollars (\$4,750.00) per month for red light photo enforcement at each Intersection Approach, excluding fees associated with delinquent collections. Additional services requiring an amendment to this Contract can and may include railroad crossing enforcement and other ATS services.

5.04 ATS agrees that the City's permission to use right of way and collect Receipts shall be limited to those Receipts generated by the Program and actually received by the City up to 120 days following the termination of this Agreement regardless of cause. Contractor shall have 120 days following the original contract period to be used for an accounting "true up" period. Only Receipts generated during the original term of the agreement will be processed during any "true up" period. Contractor acknowledges that City is not making, and will not make, any current or future obligation

of any other funds of the City. In the event that the Program Receipts are not sufficient to make the full monthly intersection Contractor fee, the deficit shall be carried forward to the next month, and so on, until the limit of the fee is obtained; provided, however, that no deficit shall be due to ATS after the "true up" period defined herein. The City shall be immediately rendered any excess Receipts or Receipts that inadvertently are received by Contractor or any collection contractor.

5.05 All payments shall be processed in accordance with AXSIS-BPA Payment Processing Overview, as approved by Contractor and City. E-payments shall be charged to the City at the rate of \$3.75 per payment.

5.06 Contractor may work with a collection agency to pursue any Unpaid Violations (which are defined as those notices of Violation where no Receipts have been collected after 60 days) if approved in advance by the City's Representative. Collection fees shall not exceed twenty three percent (23%) of the Receipts due to the City. The Contractor shall outline methods to be used for collection of past due payments for Unpaid Violations. These methods shall be approved by the City's Representative. Contractor's Program shall comply with the Federal and Texas Fair Debt Collections Acts. All Receipts or accounts receivable shall be promptly returned to City upon written direction of the City's Representative.

## **6. TERMINATION**

6.01 The City's right to terminate this Agreement for any of the reasons below is cumulative of all rights and remedies which exist now or in the future.

6.02 Termination for Cause. Except as otherwise provided herein for immediate termination, the City may terminate this Contract for a breach by Contractor of any provision of this Contract, provided, however, that the City shall have first notified the defaulting party in writing of the proposed termination, and shall have given the Contractor a thirty (30) day period to cure the breach.

6.03 Immediate Termination. Immediate Termination shall occur if the Program is ruled illegal in whole or in part, or the Violations (as a collective whole, and not just in a particular case, or in a number of particular cases, even if related) are ruled unenforceable by the ruling of a court of competent jurisdiction; or if the Program is prohibited or effectively made impractical to perform or rendered economically unacceptable to the City, as determined by the City Manager in his sole discretion, by an act, or inaction, of the Texas Legislature or other branch or agency of Texas government, including the Texas Department of Transportation.

6.04 TERMINATION OF THIS AGREEMENT IS CONTRACTOR'S ONLY REMEDY FOR THE CITY'S "IMMEDIATE TERMINATION" AS DEFINED ABOVE WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S IMMEDIATE TERMINATION.

## **7. PROCEDURES UPON TERMINATION**

7.01 The termination of this Agreement shall not relieve Contractor of any liability that accrued prior to such termination.

7.02 Upon termination ATS shall: (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Program, (ii) promptly deliver to the City any property provided to ATS, (iii) promptly deliver to the City a final report regarding the collection of data and the issuance of Violations in such format and for such periods as the City may reasonably request, and which final report ATS shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to City a final detailed report of retained Receipts, and (v) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Violations issued prior to the termination of this Agreement.

7.03 Contractor shall remove any and all Equipment or other materials of ATS installed in connection with ATS' performance of its obligations under this Agreement, including but not limited to housings, poles, foundations, and camera systems, and Contractor shall restore all Intersection Approaches to substantially the same condition such Intersection was in immediately prior to this Agreement.

## **8. SCOPE OF WORK**

8.01 In consideration of the compensation and right of way use specified in this Contract, Contractor shall provide all labor, material, and supervision necessary to provide a complete end-to-end Contractor System and Program, and other services as described in this Agreement and the Exhibits. Contractor shall not initiate any services under this Contract until it receives a written notice to proceed for such services from the City's Representative. The Contractor shall assign a Contractor Project Manager to this project. The Contractor Project Manager shall be the single point of contact responsible for all work undertaken by the Contractor. At all times, the Contractor Project Manager shall be accessible by telephone and e-mail, shall successfully address project issues in a timely manner, shall be on site in the City whenever necessary to ensure the success of the project. The scope of services to be rendered under this Contract is set forth and shall be in accordance with **Exhibit A**, attached hereto and incorporated herein by reference for all purposes, and the body of this Contract.

## **9. CONTRACTOR WARRANTIES**

9.01 Contractor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor or the City will not infringe upon any copyright, patent, trademark or other intellectual property right of others. Any intellectual property provided to the City pursuant to the terms of this Contract, shall be wholly original with the Contractor or the Contractor will

have secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

9.02 The Contractor represents and warrants that the concepts, materials and the City's use of same and the exercise by the City of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the City to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

9.03 The Contractor warrants that the deliverables under this Contract will operate in conformance and comply with the terms and conditions of this Contract and those of the Amendment to Municipal Maintenance Agreement between the City of College Station and TxDOT.

9.04 The Contractor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to the City.

9.05 The Contractor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by ATS so that the City will not have any obligations with respect thereto.

9.06 The Contractor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.

9.07 The Contractor expressly warrants to the highest standards in the industry all aspects of the goods and services provided by it or used by the Contractor and the City in performance of this Contract.

## **10. CONFIDENTIALITY OF CITY INFORMATION**

10.01 At all times, the Contractor will recognize the City's sole and exclusive ownership of all documents and information provided by the City or generated by the Contractor based on information provided by the City relating to the services ("City Information") and the sole and exclusive right and jurisdiction of the City to control the use of this information.

10.02 The Contractor agrees that neither it, nor its employees, subcontractors, agents or parent company shall disclose City Information, to any person or to anyone except as necessary to perform the services under this Agreement, including other subsidiaries within Contractor without the expressed permission of the City or unless required to do so by law.

10.03 The Contractor shall further agree that in the event that any City Information should be improperly used or be removed in any way from the possession or control of the Contractor or its subcontractors by anyone except the City's Representative, the Contractor shall immediately notify the City orally and in writing, and shall join with the City's Representative at his request in taking such reasonable steps as the City may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the City's rights and the confidentiality of the information.

10.04 The Contractor agrees to return any and all data furnished and information derived hereunder promptly under a request by the City's Representative.

10.05 The Contractor shall provide the design and implementation of a security system which will protect both the physical documents and the confidential information contained therein from the time of Contractor's receipt until the delivery to the City. Security shall include, without limitation, fire protection, protection against smoke and water damage, alarm systems, locked files or other devices reasonable expected to prevent loss or unauthorized removal of documents and/or manually help data; passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of client or applicant name.

## **11. LIQUIDATED DAMAGES**

11.01 Contractor understands and agrees that the failure to comply with any time, performance or other requirement or provision in this Contract will result in damage to the City and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet terms or any other deviation. Therefore, Contractor and City contract that the liquidated damages specified in this Contract are reasonable. It is expressly understood and agreed that the liquidated damages amounts are not considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. It is also expressly understood and agreed that the remedies of City in the event of Contractor's default or breach of any term of the

Contract are not limited to liquidated damages provisions. All liquidated damage amounts may be withdrawn from the Receipts or by demand on Contractor's surety if the liquidated damages are not received by City within thirty (30) days after receipt by Contractor of notice of liquidated damages assessment.

11.02 *Actionable Image Rate Performance Level and Effective Date:* ATS' designated performance level percentage shall be 85 percent of Violations (actionable image rate) not including the exceptions identified in paragraph below for the entire System. The actionable image rate performance level of 85 percent shall become effective ninety (90) days after each camera becomes operational. Liquidated damages shall be assessed for any month in which less than the 85 percent actionable image rate is obtained. Liquidated damages shall be in the amount of the percentage less than 85 percent multiplied by the total Receipts that would yield an 85 percent actionable image rate performance level.

a. Calculation Formula for Actionable Image Rate Performance Level:

The calculation formula shall be all events captured (less events not considered Violations, events outside ATS' control, and Police/City exclusions of valid events) divided by Contractor errors or exceptions, as shown in the example below.

**Example Performance Percentage Calculation**

Total Events	100
Less Deductible Exceptions	
Uncontrollable Exceptions	10
Police/City Waivers	5
Adjusted Total Events (Denominator)	85
Less	
Contractor Controllable Exceptions	13
Issued Citations (Numerator)	72
Performance Percentage	85%

b. The following exceptions shall be deducted from the count of total events per camera to calculate performance.

- No license plate or plate obstructed by the vehicle, another vehicle, a ball hitch or other uncontrollable obstruction.
- No ownership record available or returned (either in or out of state).
- Temporary/dealer plate (paper plate)
- Marred, faded or bent and unreadable plate
- No address or undeliverable address information returned from MVD
- Bad or severe weather affecting visibility
- EMT, Police, Fire, unmarked or other government vehicle not enforced
- Vehicle waived through red light by police or flag man

- Vehicle stopped after detection and did not complete Violation
- Funeral procession
- Yielding to emergency vehicle
- Faulty signal equipment
- Signal showing simultaneous yellow and red signal
- Second photo on green/ vehicle clearing an intersection
- Non car (bicycle, etc.)
- Valid Violation waived by police/City
- Violation line not visible or faded
- Vehicle changing lanes from lanes on red signal to lanes on green signal
- Any new requirement emanating from policy or legislative action after Start Date.

c. Except as otherwise provided in paragraphs 11.2, a and b above, ATS expressly agrees that if ATS fails to achieve an actionable image rate of eighty five percent (85%) during any month of this Agreement, liquidated damages shall be assessed that will reduce the compensation for those Violations lost to Contractor Controllable Exceptions, assuming a rolling 3-month average collection rate. This will be enforced on a retrospective basis by looking at a rolling 3-month average. For example, if the Contractor attains 84% in one month and then 86% in the next month, and 85% in a third month, no actionable image rate liquidated damages shall be assessed.

11.03 *Payment and Collections Performance Level and Ramp Up Period:* ATS' designated performance level for paid notices of Violations shall be seventy percent (70%) of System issued notices of Violations. The performance measure shall become effective 180 days after each camera becomes operational to account for the full cycle of notice issuance and collection activity. ATS expressly agrees that if ATS fails to achieve a payment and collections performance level of seventy percent (70%) during any month on a 180-day retrospective basis, liquidated damages shall be assessed against System compensation in an amount equivalent to a pro-rata percentage of the Contractor fee until the percentage meets or exceeds 70%. For example, if the actual rate achieved is 65%, the Contractor compensation would be reduced by the difference between 70% and 65%, or 5%. ATS will not be responsible for payment processing delays. The payment and collections performance level will be adjusted appropriately for any payment processing delays, issues, or problems. The City agrees to utilize all legal means to assist with collections of the notices including assisting ATS with the registration suspension process allowed under the SB 1119 red light camera legislation enacted as of September 1, 2007.

11.04 *Installed Performance and pro-rated payments.* For an installation to be chargeable in a given month, the Contractor shall warrant, in writing to the City that it will operate continuously for a 24-hour period for at least eighty percent (80%) of the days in the month. Should the Contractor fail to operate any of its Intersection Approach installations for eighty percent (80%) or more of the days in any given month, the City shall deduct the amount set forth as liquidated damages times the number of days below

eighty percent (80%) from Contractor's Fees for that Intersection Approach installation(s).

11.05 *Malfunctions.* Contractor shall repair a non-operational Intersection Approach or non functional Equipment within three (3) business days of notice of a malfunction. Any defective Equipment that is not replaced or repaired and made operational within 72 hours after notification by the City shall result in liquidated damages assessed at a rate equal to 100% of the average daily collections (averaged over the past 90 day period) for the Intersection Approach until the malfunction has been corrected and the camera Approach has been made operational.

This clause shall not apply to events that cause malfunctions outside Contractors' control, such as acts of God, or pole knockdowns by vehicles. Applicable liquidated damages shall be deducted from ATS invoices or outstanding accounts payable.

11.06 *Audit.* After any audit by City, if Receipts are not correct and deviate by 20%, then the monetary sum equivalent to the 20% figure, whether positive or negative, shall be assessed as liquidated damages by City in addition to any underpayment of Receipts.

11.07 *Reports.* Timely reports about Violations and Receipts are essential to the City. Liquidated damages will be assessed at the rate of \$250 for each day that any report required in this Contract is not accessible to or received by the City after the 17<sup>th</sup> business day of the month following the month that the report pertains.

## 12. SURETY BONDS

With the execution and delivery of the Contract, the Contractor shall furnish and file with the City in the amount herein required, the following Surety Bonds:

12.01 *Performance Bond:* - A performance bond is required in the amount of not less than \$50,000 and conditioned upon the faithful performance of the Contract. A form bond is included in **Exhibit C**. The performance bond may be exercised by the City in the event that the Contractor fails to fulfill their duties per the Contract and are terminated for cause. In the event that the Contract is terminated due to adverse legislation, the performance bond will only apply if ATS fails to wind down its business and remove its Equipment.

12.02 As a substitute form of security to a surety provided performance bond, after approval by the City Manager and City Attorney, Contractor may provide the City with cash collateral to be held by the City or an irrevocable letter of credit from a bank that can be claimed by the City based upon the same conditions as noted for performance bonds.

12.03 Upon the second anniversary of the Contract, ATS may submit to the Project Manager a request to release the bonds (and/or alternative form of security noted above). In assessing the request and possible approval of release of bonds, the Project Manager shall review, contract financial performance, past service level performance,

risk and Contractor conduct during the Contract. Release of bonds shall not be unreasonably withheld if the Contract performance is meeting or exceeding contracted service levels and the risk is acceptable to the City.

12.04 The performance bond shall be executed by a surety company acceptable to and approved by the City.

### **13. INDEMNIFICATION**

**13.01 CONTRACTOR DOES HEREBY CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTIONS ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

### **14. INSURANCE**

14.01 Contractor shall submit to the City evidence of required insurance on an original certificate prior to execution of this Contract and such certificate shall be attached hereto as Exhibit E and incorporated herein by reference for all purposes.

14.01.01 Commercial General Liability: \$500,000.00 per occurrence, \$500,000.00 products/completed operations and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverage's removed by exclusions.

14.01.02 Automobile Liability: \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

14.01.03 Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$100,000.00 for each accident, \$500,000.00 policy limit - Disease.

14.01.04 Coverage may be provided through a surplus lines insurance company duly authorized by the Texas State Board of Insurance.

14.01.05 The coverage provided herein shall be primary and noncontributory with any other insurance maintained by the City of College Station, Texas, for its benefit, including self insurance.

#### 14.2 Other Insurance Provisions

14.02.01 The City, its officials, employees and volunteers shall be named as an additional insured on all applicable policies and each policy shall be endorsed with a waiver of subrogation in favor of the City. Required endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

14.02.02 Each insurance policy required by this clause 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 has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.

14.02.03 Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

14.02.04 Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Contract.

14.02.05 Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

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

#### 14.02.06 Workers' Compensation Insurance Coverage

a. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

14.02.09 The Contractor must provide a certificate of coverage to the City prior to beginning work on the Contract.

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

14.02.11 The Contractor shall obtain from each person providing services on a project, and provide to the City:

a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

c. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

d. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or

should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

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

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

(4) obtain from each other person with whom it contracts, and provide to the Contractor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

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

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

14.03 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

## **15. SURVIVAL**

15.01 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the Agreement, including but not limited to, the indemnity provisions for 45 days after final termination of the Contract unless a cause of action arises under the insurance provisions of this Contract or a cause of action arises from an action that is not reasonably noticeable by the City during the term of the Contract.

## **16. NOTICES**

16.01 Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (i) upon delivery, if delivered by hand, (ii) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (iii) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

ATS: American Traffic Solutions, Inc.  
Attn: Chief Operating Officer  
14861 N. Scottsdale Rd, Suite 109  
Scottsdale, AZ 85254

City: City of College Station  
Attn: City Manager  
P.O. Box 9960  
College Station, TX 77842

## **17. TAXES**

17.01 In the event that any excise, sales or other taxes are due relating to this Contract, Contractor shall be responsible for the payment of such taxes.

## **18. APPLICABLE LAW**

18.01 This Contract is entered into subject to the Charter and ordinances of the City of College Station, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this Contract agree and covenant that for all purposes, including performance and execution that this Contract will be enforceable in College Station, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Brazos County, Texas.

## 19. ASSIGNMENT

19.01 The Contractor shall not sell, assign, transfer or convey any interest in this Contract in whole or in part without the prior written consent of the City of College Station. No assignment, transfer or conveyance under this Contract will be effective without the prior written consent of the City.

## 20. CONFLICT OF INTEREST

20.01 Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity (local government officers of the City of College Station). **By law, Form CIQ must be filed with the City of College Station if the vendor or person submits an application, response to a request for proposals or bids, correspondence, or writing related to a potential agreement with the City of College Station** (please refer to Section 176.006, Texas Local Government Code at:

<http://www.capitol.state.tx.us/statutes/docs/LG/content/htm/lg.005.00.000176.00.htm#176.006.00> or contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506 for more detail).

**IMPORTANT: A VENDOR OR PERSON COMMITS AN OFFENSE IF HE OR SHE FAILS TO FILE FORM CIQ IN ACCORDANCE WITH SECTION 176.006, LOCAL GOVERNMENT CODE. AN OFFENSE UNDER THIS SECTION IS A CLASS C MISDEMEANOR.**

## 21. SEVERABILITY

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

## 22. MODIFICATION

22.01 This Contract can be modified only by written agreement of the parties.

## 23. REMEDIES

23.01 No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

#### **24. TARGET COLLEGE STATION**

24.01 In performing this Contract, Contractor agrees to use diligent efforts to purchase as many goods and services from College Station businesses whenever such goods and services are comparable in availability, quality, and price.

#### **25. FUNDING**

25.01 Contractor recognizes that the continuation of any Contract after the close of any given fiscal year of the City of College Station, which fiscal year ends on September 30 of each year, shall be subject to Council approval of the City of College Station providing for or covering such Contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the Contract term, the Contract will terminate and become null and void.

#### **26. RIGHT TO AUDIT**

26.01 Contractor agrees that the City shall, until the expiration of three (3) years after final Receipts under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor offices, facilities, Systems or Equipment, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The Contractor shall provide to the City the location of pertinent transactions and shall notify the City if these documents are relocated during the term of agreement. The City shall give Contractor reasonable advance notice of intended audits.

#### **27. NON-DISCRIMINATION**

27.01 Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

## **28. DISABILITY**

28.01 In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its sub-Contractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its sub-Contractors. Contractor **warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or sub-Contractors against City arising out of Contractor's and/or its sub-Contractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this Contract.**

## **29. NO THIRD-PARTY BENEFICIARY**

29.01 For purposes of this Contract, including its intended operation and effect, the parties to this Contract specifically agree and Contract that: (1) the Agreement only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

## **30. ENTIRE AGREEMENT**

30.01 This Contract embodies the complete Agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

## **31. FORCE MAJEURE**

31.01 Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

## **32. NON WAIVER**

32.01 If either party fails to require the other to perform a term of this Contract, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Contract. An approval by the City's Representative, or by any other

employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Contract or establish a standard of performance other than that required by this Contract and by law.

### **33. CONSTRUCTION**

33.01 Except as expressly otherwise provided in this Agreement, this Contract shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against the drafter.

### **34. HEADINGS**

34.01 The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

### **35. REMEDIES CUMULATIVE**

35.01 Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

### **36. MOST FAVORED NATION CLAUSE**

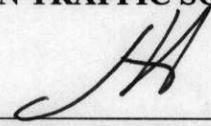
36.01 If during the term of this Contract Contractor should enter into any agreement with another municipality within Texas for a Program or System with a similar scope of work with a fixed rate price per Approach more favorable than those granted to City, ATS agrees to modify this Contract to include such more favorable terms if so requested by the City.

### **37. INTERLOCAL AGREEMENT**

37.01 ATS agrees to extend prices, terms and conditions to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

IN WITNESS WHEREOF, the parties have hereto set their hands by the representatives thereunto duly authorized.

**AMERICAN TRAFFIC SOLUTIONS, LLC.**

BY:   
ADAM E. TUTON  
Executive Vice President

Date: 10/12/07

**CITY OF COLLEGE STATION, TEXAS**

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

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

ATTEST:

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

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

APPROVED:

BY \_\_\_\_\_  
City Manager

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

BY: Carla A Robinson  
City Attorney

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

BY: \_\_\_\_\_  
Chief Financial Officer

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



THE STATE OF TEXAS    §  
                                  §  
COUNTY OF BRAZOS    §

**CITY Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF COLLEGE STATION, TEXAS**, a home rule municipal corporation of the State of Texas, Dallas County, Texas, and as the **Mayor** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

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

*[Seal]*

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
Notary's Printed Name

**EXHIBIT A**  
**SCOPE OF WORK**

**1. ATS IMPLEMENTATION**

- 1.1 ATS agrees to provide a turnkey solution for Camera Systems to the City wherein all necessary elements required to implement and operate the solution are the responsibility of ATS. In general, if work is to be performed by the City, unless otherwise specified, the City shall not charge ATS for the cost. All other in-scope work, external to the City, is the responsibility of ATS.
- 1.2 ATS agrees to make every effort to adhere to the Project Time Line.
- 1.3 ATS will assist the City with video evaluation of candidate sites using the Axxis VIMS (Violation Incident Monitoring System).
- 1.4 ATS will use reasonable commercial efforts to install and activate the first five (5) specified intersections within the first ninety (90) days subsequent to formal project kick-off and assuming permits are received within forty-five (45) days after kickoff. Any additional intersections will be added within thirty (30) days of receipt of a notice to proceed, which shall not precede a permit issued by the relevant authority to install a System. The City agrees that the estimated timeframe for installations and activation are subject to conditions beyond the control of ATS and are not guaranteed. In order to provide the client with timely completion of the photo enforcement project, ATS requires that the City assist with providing timely approval of City permit requests. The City acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the City is to provide city engineers review of ATS permit requests in City Right-of-Way and all documentation within two (2) business days. ATS will also review and correct if necessary any redlines within two (2) business days. Permits need to be received within five business days of first submittal in order to implement the program in a timely manner.
- 1.5 ATS shall provide the expertise, planning and monitoring of the System. This shall include ATS' assistance in the preparation and maintenance of project work plans with implementation timelines for all activities.
- Interface with City's Representative to define project and schedule.
  - Submit detailed site plans and specifications to City.
  - Upon approval, obtain all necessary construction permits.
  - Verify underground history and dangers.
  - Establish Critical Path - convey schedule to all proper authorities.
  - Mobilize personnel, materials, and equipment.

- Secure proper traffic management to provide maximum safety and minimum impact to existing traffic patterns.
  - Perform any necessary construction work.
  - Display proper permit and warning signs.
  - Test and review site construction and camera calibration and adjust equipment as needed.
  - Create and provide as-built drawings for City.
- 1.6 Contractor shall submit drawings to the City, with added Equipment, in paper and/or electronic format for review and approval by City and the Texas Department of Transportation. These plans shall become the property of the City and shall be prepared by an appropriately registered engineer in the State of Texas. Before final activation, each installation and its operation must be approved by the City's Representative.
- 1.7 The installation of the Equipment shall be minimally or non-invasive, and vehicle detection shall be wireless loop or digital video based or equivalent alternative (with approval by the City's Representative) without a minimum speed for detection. Installation shall be accomplished without interfering with existing roadway surfaces, with the exception of necessary conduit installation. Unless specifically authorized, standard loop-based detection systems are not acceptable. Contractor shall install its Equipment on existing traffic poles or on newly installed poles. **The System shall in no way interfere with the cycling, timing or sequencing of the City's traffic signals.** Unless waived by TXDOT, Contractor shall provide for its own metered service pedestal for each site where applicable in TXDOT right-of-way. Contractor shall then attach a meter pedestal at the agreed upon location at the Intersection and pay all monthly power fees directly to the provider of the power.
- 1.8 ATS shall provide a high speed telecommunications line for video streams and intersection data to be transmitted securely from camera system to processing facility in near real time without human intervention.
- 1.9 Contractor will design and fabricate red light camera warning and regulatory signs at no cost to the City. The design shall meet the requirements set forth in the current and future version of the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
- 1.10 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.11 City may instruct ATS to relocate any System installation during the term of the Agreement. ATS and City shall share the expense equally. However, before City may request a System installation be relocated, such System installation shall have been in place a minimum of twelve (12) months, unless otherwise agreed to by ATS and City.

- 1.12 The Contractor shall supply and install warning and regulatory signs at each Intersection Approach in accordance with applicable State laws and regulations. This signage shall be maintained by the City.
- 1.13 ATS agrees to provide a secure website ([www.violationinfo.com](http://www.violationinfo.com)) accessible to Violation recipients (Defendants) by means of Notice # and a PIN, which will allow Violation image and video viewing.
- 1.14 The City and ATS will complete the Project Business Process Work Flow design within 30 calendar days of contract signature.
- 1.15 ATS shall provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe and controller enclosure cleaning, inspection of wires and cables, and general System inspection and maintenance.
- 1.16 ATS shall repair the Axisis™ VPS within one business day from the time of the outage. Outages of City internet connections or infrastructure are excluded from this service level.

## **2 ATS OPERATIONS**

- 2.1 ATS shall provide the City with an initial warning period up to thirty (30) days in length at the beginning of each installation. The City may, in its sole discretion, allow additional warning periods by providing thirty (30) day notice to the Contractor. Any such subsequent warning period shall be considered an operational camera and the monthly fee shall be due to the Contractor. The term of any warning periods will not be considered in calculating liquidated damages for performance level ratios.
- 2.2 ATS shall provide the City with authorization to access its automated web-based violation processing system (Axisis™ VPS) for the purposes of reviewing the pre-processed Violations data within an average of four (4) days of the Violation from the applicable intersection approaches.
- 2.3 As the party responsible for initial contact with the Defendant, ATS shall provide the City with image processing, 1<sup>st</sup> notice color printing, 2<sup>nd</sup> notice black and white printing and mailing of Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by First Class mail to the registered owner within the statutory period. Subsequent mailings to drivers identified in affidavits of non-liability or by rental car companies are also included. ATS shall also provide re-mailings due to corrected addresses or corrected Defendant. The City shall approve content and format of all correspondence to vehicle owners.

- 2.4 ATS will not send out Notices of Violations to City of College Station motorist with license plates numbers that have been identified as stolen. The City will provide ATS with a list of stolen vehicles weekly.
- 2.5 Subsequent notices, above what is required by state law, city ordinance or this Agreement, may be delivered by First Class or other mail means for additional compensation to ATS as agreed by the parties.
- 2.6 ATS shall apply an Electronic Signature to the Violation when authorized to do so by an approving law enforcement officer. ATS HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF VIOLATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE COLLEGE STATION AUTHORIZED OFFICER AND SHALL BE MADE IN SUCH AUTHORIZED OFFICER'S SOLE DISCRETION, AND IN NO EVENT SHALL ATS HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION.
- 2.7 ATS shall obtain in-state vehicle registration information necessary to issue Notice of Violations assuming that it is named as the City's agent and the State provides the registration data at no cost.
- 2.8 ATS shall seek records from out-of-state vehicle registration databases and apply records found to Axisis™ VPS to issue Violations for the City at no cost to the City.
- 2.9 Using electronic payment information provided by the City, ATS shall provide or make available a monthly aged listing of unpaid Violations to the City.
- 2.10 ATS shall maintain Violation records by individual Violation to include license plate, date of Violation, name of Defendant, address of Violation, and amount billed. A separate listing shall be accessible of Violations in which an affidavit was accepted and the person responsible for the Violation updated.
- 2.11 ATS shall provide a 1-800 number for customer phone assistance during normal business hours and a scheduling application for appeal hearings, recorded Violations sustained or dismissed by an authorized City agent.
- 2.12 ATS shall provide an on-line processing module, which will enable the City to review cases, related images, correspondence and other related information required to adjudicate the disputed Violation. The System will also enable the City staff to accept and account for payments. Any costs to integrate ATS System to City accounting software program(s) shall be borne by ATS. ATS may agree to cover these up front costs and shall be entitled to recover the direct costs from program revenue.

- 2.13 The ATS System shall be accessible through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.
- 2.14 ATS shall maintain a chain of custody for all documents relating to the operation of the System. This will include secure record keeping and evidence storage procedures. ATS will ensure that websites, data links, and data are protected from unwanted intrusion and manipulation by unauthorized persons.
- 2.15 ATS shall maintain electronic images of all correspondence received related to adjudication by mail and these images must be available to the City.
- 2.16 ATS shall provide an audit trail of all unusable or defective images with documentation regarding why the image was unusable and/or why a Violation was not generated; rejected images are not required as part of the documentation.
- 2.17 ATS shall store all electronic data associated with paid, dismissed or otherwise closed Violations for a period of one year or a time agreed upon with the Project or Program Manager. ATS shall store all electronic data associated with unpaid, or otherwise open Violations for a period of three years.
- 2.18 In those instances where damage to a Camera System or sensors is caused by City or its agents, ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 2.19 ATS shall provide the City with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis<sup>™</sup> VPS until judicial notice is taken.
- 2.20 ATS will work with Municipal Courts Administration and Police Department personnel to provide hearing information. The information provided will include:
- All issued and disputed notices addressed to the party.
  - A Violation history report.
  - A statement certifying the reliability and accuracy of the equipment.
- 2.21 Violations are to be made available for viewing by the vehicle owner via a secure web site maintained by the Contractor. Online viewing shall be available on the same day that notices are mailed.

- 2.22 As directed by City, ATS shall prepare Notices of Violation for all chargeable Violations and shall mail a notice of Violation to vehicle owners. Notices of Violation are considered civil penalties and not moving Violations.
- 2.23 Violations, for which registered owner data is available, shall be issued within three (3) business days after approval of the Violation by the Police Department. For any notices returned to sender for invalid address, ATS shall utilize a secondary source for attempted identification.
- 2.24 Until superseded by a definitive set of requirements approved by the City, it is agreed that if the vehicle owner does not respond with payment or by requesting an administrative adjudicative hearing by the due date (30 days from issue date) on the Notice of Violation, ATS shall prepare and mail a default letter along with an additional late payment fee of \$25.00. After 15 days, the ATS shall issue send a 2<sup>nd</sup> default letter. After 15 additional days, ATS shall utilize a collection agency to send correspondence indicating that they are under contract to pursue collections. ATS shall be entitled to pursue collections no later than 65 days after issuance of the first notice. The collection agency may not provide information about a civil penalty imposed under the System to a credit bureau, as defined by Texas Finance Code, Section 392.001.
- 2.25 ATS shall have each specified Intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by ATS and City, but in no event shall the first Intersection installation be installed later than sixty (60) days from the date of the first permit.
- 2.26 ATS shall obtain approval from the relevant governmental authorities having authority or jurisdiction over the construction and installation specifications for the Intersections which will include compliance with all City permit processes.
- 2.27 All repair and maintenance of the System and related equipment except as otherwise provided herein will be the sole responsibility of ATS including maintaining the casings of the cameras included in the System and all other Equipment in reasonably clean and graffiti-free condition.
- 2.28 ATS shall not open the traffic signal controller boxes without a City representative present. The provision of all necessary communication, broadband and telephone services to the Intersection shall be the sole responsibility of Contractor.
- 2.29 ATS shall provide one live video camera per active approach. Each video camera is an IP addressable device capable of monitoring traffic, in near real time, 24 hours per day. The video camera system will include a "recall" feature that enables recovery of recorded video and sound for a minimum of thirty (30) days. The date and time ranges are entered into

the system and the video segment can be viewed and downloaded by authorized ATS staff.

- 2.30 ATS shall provide on-line access to video detection system and provide access to traffic statistical data.
- 2.31 The Contractor shall give the Public Works Department, Traffic Signal Maintenance Supervisor prior notice, 24 hours in advance, that work will be performed prior to visiting any of the installed locations. The Contractor shall notify the Traffic Signal Maintenance Supervisor at the time work crews arrive at the intersection to begin work and notify the supervisor at the time the crews leave the intersection. This includes work performed outside of the traffic signal controller cabinet.
- 2.32 Contractor will establish a demand deposit account bearing the title, "American Traffic Solutions, LLC. as agent for City" at U.S. Bank. All funds collected on behalf of the City will be deposited in this account and transferred by wire the first business day of each week to the City's primary deposit bank. The City will identify the account to receive funds wired from U.S. Bank. City will sign a W-9 and blocked account agreement, to be completed by the City, to ensure the City's financial interest in said U.S. Bank account is preserved.

### **3. GENERAL REQUIREMENTS OF THE CITY**

- 3.1 Within seven (7) business days of Contract execution, the City shall provide ATS with the name and contact information for a City Representative with authority to coordinate City responsibilities under the Agreement.
- 3.2 The City shall make every effort to adhere to the Project Time Line.
- 3.3 The City shall, on a format provided by ATS and approved by the City, provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunication System, or appropriate authority indicating that ATS is acting as an Agent of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 3.4 The City and ATS shall complete the Project Business Process Work Flow design and the AXSIS-BPA Payment Processing Overview within 30 calendar days of contract signature. Final review and approval of these documents resides with the City.

- 3.5 The City shall diligently prosecute all contested Notices of Violation before a hearing officer and any appeal to City's municipal court. City shall diligently prosecute the collection of all fines, contested or uncontested.
- 3.6 City shall transmit a daily (or otherwise agreed upon time) payment file to ATS that contains information on payments received for each Violation notice including the payment source.
- 3.7 The City shall provide sufficient right-of-way, and internet connection (of a suitable configuration to support the Axisis™ VPS application) and staff as necessary in the operation of the Program.
- 3.8 Personal computers and printers, a walk-in payment center for Municipal Court, and other equipment necessary for the operation of the Program will be provided by ATS. ATS may agree to cover these up front costs and shall be entitled to recover the direct costs from program revenue.

#### **4. CITY STREET AND TRAFFIC OPERATIONS**

- 4.1 The City shall provide access to traffic signal phase connections according to approved design.
- 4.2 The City shall provide appropriate power connections at the City's costs for all City owned right-of-way. ATS shall provide its own metered service pedestal and pay all monthly power fees directly to the provider of the power at all TXDOT owned locations.
- 4.3 The City shall allow ATS or facilitate access to traffic signal phase connections at an existing terminal block in a pole base or controller cabinet nearest to each Camera System within the City's jurisdiction. The costs to support installation shall be funded by ATS.
- 4.4 The City shall credit ATS or its subcontractors for permit fees associated with building, constructions, street use and/or pole attachment permits associated with this project.
- 4.5 The City shall not charge ATS or its subcontractors for inspections of camera system installations.
- 4.6 City will maintain red light camera warning and regulatory signs which were provided and installed by Contractor.

#### **5. CITY POLICE DEPARTMENT OPERATIONS**

- 5.1 The Police Department shall process each potential Violation in accordance with State Laws and/or City Ordinances within three (3) business days of its appearance in the Police Review Queue, using Axisis

™ VPS to determine which Violations will be issued as Notices of Violation.

- 5.2 Police Department shall provide signatures of all authorized police users who will review events and approve Violations on forms provided by ATS.
- 5.3 Police shall provide the specific text required to be placed on the Violation notice to be issued by ATS within thirty (30) calendar days of contract signature.

## **6. CITY OPERATIONS – OTHER**

- 6.1 City shall coordinate to facilitate appropriate information technology insuring communications are established and will work with the City's IT department to ensure security protocols are maintained.
- 6.2 City's Municipal Court shall provide a hearing officer and meeting space to schedule and hear disputed Violations.

## **7. REPORTS**

Contractor shall furnish operational, statistical and financial reports to the City via email or directly through the web interface.

- 7.1 Automated Enforcement Operations  
ATS shall provide monthly reports and/or access to automated enforcement operations information, including but not limited to the following:

- Violation Records
- Detailed Phone Customer Assistance
- Appointments Scheduled/Held
- Violation Status/Dispositions
- Equipment Hours of Operation
- System Reliability/Operations
- Performance Data

- 7.2 Statistical Reports  
ATS shall provide monthly reports and/or access to statistical data, including but not limited to the following:

- Total number of recorded events detected
- Total number of Violations issued
- Total number of prosecutable image rate by location and in total
- Total number of recorded Violations that occurred and the percentages of total vehicle traffic per lane

- The total number of percentage of rejected images by reason (broken down into controllable and uncontrollable reasons).

### 7.3 Financial Reports

ATS shall provide monthly reports and/or access to financial information, including but not limited to the following:

- Monthly and Fiscal YTD collections and gross revenues by category, i.e. (violation, late fee, etc.)
- Ages Accounts Receivable with detailed information showing dollar amounts for 30, 60 90, 120 and 180 days outstanding and number of accounts in each
- Lists of credits and adjustments by account, summary reports by type of adjustments and the value of the adjustments
- Monthly billing information of Violations indicating original billing information, rebilling information to new Defendant, adjusted billings, and collection notices.
- Monthly and YTD collection information of past due accounts.

## 8. TRAINING

- 8.1 ATS shall provide a comprehensive training program (in class and field training) for up to thirty (30) City staff necessary to understand, implement and utilize ATS' services effectively. The training shall include equipment orientation, camera technology, software training for Violation processing, customer service and payment operations, court scheduling, and report creation and management.

## 9. PUBLIC AWARENESS CAMPAIGN

- 9.1 ATS' in-house marketing department will assist the City with public information and outreach campaign strategies. ATS shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Photographic Traffic Signal Enforcement System, including bilingual media. Media placement and print costs are the responsibility of the City. ALL MARKETING EFFORTS MUST BE PRE-APPROVED BY CITY.

## 10. SYSTEM REQUIREMENTS

### 10.1 Simultaneous Multi-Lane Monitoring and Detection

The System shall:

- Be capable of simultaneously monitoring up to five (5) lanes of traffic (including turn lanes) traveling in the same direction.

- Be capable of differentiating a long tractor-trailer from a sedan and adjusting the image capture logic to maintain imaging consistency and high license plate readability percentages.
- Be capable to capture groups of vehicles that “platoon” (instances where a lead car runs the red light and second car follows) rapidly through the Intersection while the light is emitting a steady red signal. Contractor shall ensure that Defendants are detected and that images are captured even when vehicles are straddling between the lanes.

**10.2 Straight Through, Left Turn, Right Turn Monitoring**

The System shall:

- Monitor four lanes simultaneously and also monitor two different signal phases. For example, for Intersections that have a single or dual left turn controlled by a left turn arrow and straight through/right turn lanes on a solid green signal ball, the System shall be able to enforce both at the same time. Right-hand turns on red shall be determined as a Violation in accordance with Texas Transportation Code, Section 544.007:
- Be designed with deployment flexibility that will enable the camera to be mounted on an existing City pole if available or in a separate location from the controller and at a variety of distances and heights from the Violation line. Should there be obstructions on one side of the road the System shall be able to be installed in a raised median, on a different pole or higher on a pole, on a mast arm, or any combination to obtain the best results for the City.
- Be able to adjust to even the most demanding and challenging Intersection, increasing flexibility to monitor all Intersections and Approaches that the City wishes to enforce.

**10.3 Plate Blocker Defense System**

The System shall provide a plate blocker defense system to guard against the possible proliferation of plate covers or “anti-red light camera products” that may negatively impact the System. This plate blocker defense system shall reduce the effects of license plate covers and blockers.

**10.4 Nighttime Images and Varying Weather Conditions**

The System shall provide the necessary lighting to capture clear, nighttime images without damaging effects of license plate bloom. The System shall also be capable of recording Violations at all time of the day or night and during varying weather conditions.

Contractor shall provide supplemental roadway lighting, when required (such as at night), that shall be short duration flash. This short duration flash shall ensure that it will not startle or blind motorists.

**10.5 City-Specified Minimum Speed and Time Delay Requirements**

The System shall record red light Violations with City-specified minimum speed and time delay requirements – either of these may be zero. When the traffic signal turns red the System’s camera system shall analyze sensor inputs to identify potential Violations.

After a variable time delay, the camera shall be triggered if certain conditions are met by a vehicle passing through the sensor array after the signal has turned red. The cameras shall not capture images of those who enter Intersections when the signal is yellow. Common grace period settings (camera trigger delay after the light turns red) shall not exceed one tenth of a second.

## **10.6 System Security**

### **10.6.1 Log of all System Events**

The System shall maintain a secure and complete log of all system events, including every change of status and user intervention of any type or security level. All access logs shall be written to a log server that shall be on a private network segment and shall be accessible by authorized systems and users only. The host log file for each Violation shall not be capable of being edited or erased.

Security access levels shall be user specified and multi-level. All failed attempts to log in shall be recorded. Events are to be time-stamped to the nearest millisecond by a PC clock calibrated daily. The System shall email security administrators if a trigger is detected. The logs shall be archived on the server and kept for twelve (12) months or in accordance with State of Texas retention laws, whichever is longer. All Systems shall use network time protocol to synchronize to public time clocks.

### **10.6.2 System Security and Disaster Recovery**

#### **10.6.2.1 Chain of Custody**

Contractor shall maintain a chain of custody for all documents relating to the operation of the City’s program. This shall include secure record keeping and evidence storage procedures.

All Violation data shall be secured from its point of capture until final disposition. Contractor’s Chain of Custody process shall ensure the data is secure, original and unaltered. Contractor shall transfer the data using Triple DES Encryption over a Virtual Private Network (VPN) Tunnel or equal and as approved by the City between the camera site and its secure data center in Contractor’s designated City approved location.

#### **10.6.2.2 Data Security Infrastructure**

Contractor shall ensure that all customer data, programs, tools, databases and back-end systems are secure behind robust firewalls, making these systems secure from intrusion.

#### **10.6.2.3 Network Transmission/Communications Failure**

Contractor shall transfer video streams and intersection data shall be transmitted securely from the intersection to the processing facility in near real time without human intervention. In the event of transmission or communications failure, the Intersection equipment shall be capable of storing at least a full day's complete Violation records; in such case, the data shall be retrieved daily, by linking to a portable computer at the roadside.

Contractor shall collect images using a dedicated high-speed telecommunications line to each red light camera. Images shall be transmitted from the camera to the collection point through an encrypted VPN tunnel secured by a firewall, switching and routing gear.

#### **10.6.2.4 Unauthorized Intrusion**

Contractor shall ensure that websites, data links, and all data are protected from unwanted intrusion and manipulation from unauthorized persons. Contractor shall perform backup operations, provide disaster recovery services and keep information available and intact 24 hours a day, 7 days a week, and 365 days a year, except for scheduled outages. Contractor shall follow steps below to undertake recovery from such attack(s), in terms of restoring daily operations; restoring customer confidence, especially if given wrong information; and ensuring validity of evidence for hearings. Contractor shall continually test for:

- Hardware failure
- Natural Disasters
- Power disruption
- Human Failures
- Outside Attacks
- Internal Attacks
- Physical Security

#### **10.6.2.5 Incident Response Plan**

In the event of a security breach, Contractor shall perform the following incident response plan:

- Take necessary steps to contain and control the systems affected by the breach and conduct a preliminary internal assessment of the scope of the breach. Preserve all logs, make backup copies of damaged or altered files, identify network locations of affected system or systems, and identify all systems and agencies that connect to the affected system.

- All known or suspected vulnerabilities must be communicated expeditiously and confidentially to the Contractor's Information Security Manager by physical meeting or telephone only. The Information Security Manager will contact other members of the security enforcement team. Unauthorized disclosures of Contractor or client information shall be reported to the involved information owners. Reporting security Violations, problems, or vulnerabilities to any party outside Contractor (except external auditors) without the prior written approval of the Contractor's Legal Department shall be strictly prohibited.
- If it is believed that the incident may involve illegal activities, Contractor shall immediately report it to the proper authorities.
- All security breaches shall be reported to College Station Police Department.

#### **10.6.2.6 Archiving, Data Security, Record and Image Retention**

Contractor's storage processes of all Notice of Violation images shall be compliance with State of Texas retention laws, be transferable to a CD format or equivalent, and shall be accessible upon request by the Director or an authorized representative.

Contractor's Violation data and image retention shall be a City-defined requirement. Violation images shall be retained 30 (thirty) days after final disposition. Once this time period has expired (per Violation), the individual images shall be archived, removed and stored from Contractor's live System in accordance with State of Texas retention laws. Contractor's System shall allow for the number of days to be configured per the City's requirement.

In the event of a network communication failure, the camera units shall have the ability to store Violation images and data for more than one week locally. In the event of an extended network outage the data shall be physically collected daily by Contractor's field technicians, if necessary. Contractor's live video System shall be able to record and save live video streams for up to 30 days or in accordance with State of Texas retention laws, whichever is longer.

#### **10.6.2.7 Rejected Violations**

Typically, rejected Violations shall be removed from the database within a day of rejection. However, these images and data will also be retained for a configurable number of days (from the 'rejection' disposition date). Once this time period has expired (per Violation) the individual images shall be archived and removed from the live System (instead of being purged).

All Violation data shall be stored on/protected by Contractor's EMC Clarion Disk Array, or approved equal and approved by the City. Built-in disk array redundancy shall allow for disk failure without data loss. The EMC array shall also provide other redundancy-related features that will allow for component failure without loss of service.

**10.6.2.8 Database Storage and Backup Process**

All Violation data shall be stored within an Oracle database. To further protect all Violation data, magnetic tape shall be utilized. All Violation data will be backed up on daily basis to Contractor's LT02-based tape library (ADIC Scalar i2000), or City-approved equal. In addition to local storage, special 'off-site' backup tapes shall be produced on a weekly basis and shall be taken off-site for additional protection. Tape backup schedules shall be City-defined, so modifications to the aforementioned process may be modified to fit the City's needs.

**10.6.2.9 Electronic Interface with DMV**

Contractor shall electronically interface with the Department of Motor Vehicles (DMV) to determine and/or verify each Defendant's information and address. All DMV data shall be obtained automatically and without manual intervention by Contractor's staff or City officials. This shall be accomplished as quickly as possible to support issuing Notices of Violation promptly and within the agreed upon timeframe.

**10.6.2.10 Vehicles Reported Stolen**

Contractor shall maintain an updated database of vehicles reported stolen. These updates shall be provided by College Station Police Department via FTP or any other mutually agreed upon media. Contractor shall remove from the workflow all events wherein vehicles are identified on this list and record these events on an exception report. The Contractor shall not submit these events for police review and/or issue Notice of Violations/warnings to the registered owners.

**10.6.3 Secure Website for Defendant's Use**

Contractor shall make Violations available for viewing to Defendants via a secure web site maintained by Contractor. Defendants may login to Contractor's website and view their Violation images, view associated video, pay the fine, or request a hearing. The web site established for this service shall be secured to prevent and prohibit unauthorized access to the Violation database.

**10.7 Maintenance And Repairs**

**10.7.1 Scheduled Maintenance**

The Contractor shall perform scheduled maintenance on the System not less than once each month, and Contractor's staff shall certify all System's testing. All reports detailing such testing, maintenance and repair must be maintained by Contractor and made available to the City upon request. The Contractor shall notify the Public Works Traffic Division by fax or email listing location(s) and activities prior to visiting any Approach locations.

#### **10.7.2 Remote Monitoring**

The System shall be capable of continuous remote monitoring to determine proper operation. Contractor shall perform remote status checks and camera monitoring at least once daily. The System must automatically notify appropriate personnel of any System failure or other problem that would cause the System to be inoperable. The following is a list of conditions that Contractor shall monitor:

- Internet Connection Status
- System Controller Status
- Violation Count
- System Storage Remaining
- Violation Transfer Queue
- Camera Status
- Camera Controller Status
- Camera Exposure Settings
- Camera Storage Remaining
- Lane Sensor Status

#### **10.7.3 Field Staff Monitoring**

##### **10.7.3.1 Daily Maintenance**

On a daily basis, Contractor shall perform a series of image quality audits from every deployed camera. Contractor's maintenance and service staff shall be fully trained to maintain the highest standards of quality control, which shall include daily spot review of images from every camera site, before the images are even reviewed by Contractor's back office processing team, and any camera faults including focus or setup problems. Contractor's staff shall be trained to act immediately to correct deficiencies and may compromise contracted service levels or internal quality control standards.

##### **10.7.3.2 Texas-Based Maintenance**

Contractor shall provide Texas-based maintenance that shall include flow-down service level requirements to ensure rapid response and correction of any equipment related issue within or even before seventy two hours. The Contractor shall furnish the City with a maintenance services telephone number for the purpose of forwarding malfunction calls (311).

#### **10.7.4 Stock Spare Equipment / Replacement Equipment**

Contractor shall stock spare equipment to ensure that each camera system operates well within the contract-mandated parameters. Contractors shall also implement a proactive preventive maintenance plan by swapping complete camera systems with previously maintained and inspected camera systems throughout the course of the maintenance routine on an as-needed basis. Contractor shall obtain the City's approval for any equipment changes at any intersection approach.

#### **10.8 On Site Inspections**

Contractor shall permit on site inspection of property, personnel, financial and other records and reports that may be required by the City. Complete Violation records shall be made available for City review. These records shall also be capable of being exported for display.

### **11. VIOLATION PROCESSING**

#### **11.1 Violation Images/Video Provided To The City**

##### **11.1.1 Images and Recorded Video**

Contractor shall provide to reviewing College Station police officers a minimum of two (2) single high resolution images of rear license plates of the violating vehicle and at least ten seconds of recorded video of the Violation that shall contain all of the information needed to prosecute a violator.

##### **11.1.2 Magnified License Plate Crop**

In addition, Contractor shall provide one magnified license plate crop from one of the two images for easy viewing. The license plate crop shall be a close-up view of one of the two original single Violation images.

##### **11.1.3 Data Recorded on System Images**

Each camera owned by Contractor shall record the date and time of day for each image that is captured. In addition to the date and time data, the System shall also record

- the approximate speed of vehicle
- time of light has been red
- posted speed
- location identifier
- lane number
- amber phase time
- amount of time elapsed between photographs

##### **11.1.4 Violation Video Services**

Contractor shall provide, in addition to the high resolution still images, a video system that shall capture and store separate video "clips" of the Violation event, showing the scene and key Violation data. This video

clip shall be securely transmitted to Contractor's data center along with the two still Violation images.

This Violation video clip can be configured to capture continuous video, 24 hours per day that may be stored locally at the intersection on an industry standard ultra-large capacity hard drive for up to 30 days. These recorded video segments may be accessed and downloaded by any authorized ATS user via the internet.

Violation video clip features shall include the ability to:

- view up to 4 lanes of traffic (including turn lanes) traveling in the same direction
- View right turn on red Violations
- Adjust recording speed
- Save digital video data
- View traffic flow and pattern for evaluation by DOT's
- Records the action of any violating vehicle and relevant circumstances
- Easy internet access by Court and Police for review

#### **11.1.5 Full Motion Video System**

Contractor shall provide full motion video system with capabilities for pause and slow frame advance/rewind. The full motion video system shall provide at least ten (10) seconds of full-motion video imaging of each Violation.

#### **11.1.6. Still Images**

Contractor shall also provide high resolution still camera images with image magnification ability. At least three (3) frames of color images, or as many as allowed by state law, shall be printed on the Violation notice, one showing the vehicle prior to entering the intersection with the signal red from the drivers view and a second showing the vehicle in the intersection with the signal light still red, and a third showing an up-close of the license plate registration information.

#### **11.1.7 Transmission of Images**

Under normal operation, Violation images shall be transmitted electronically, on a daily basis to the police officers' workstations. These Violation images shall be transmitted in a queued workflow method. Once transmitted and verified, the Violation recorded shall be automatically removed from the roadside and sent to a central processing facility where Violation records are received.

Contractor shall provide software that will enable reviewing Police officers to verify, select and approve or disapprove the image.

If requested by the City, Contractor shall transfer all Notice of Violation information and images to the College Station Municipal Court's Record Management System.

**11.2 Violation Image Approval Process**

Contractor shall make Violations available on-line for Police officers' approval at locations to be designated by the City.

**11.2.1 Workstations for Police Officers**

At no additional cost, Contractor shall provide two (2) workstations complete with software and hardware (CPU, monitor 19-inch or larger, and at least one printer) to City for Police review of Violation images. These units shall be owned and maintained by Contractor. Contractor shall provide first level service and support and respond to service, repair, maintenance and replacement of malfunctioning equipment.

These workstations shall be provided and installed to City ten calendar days from the date of the first City approved construction permit.

**11.2.2 Quality Control System**

Contractor shall have a quality control system in place to verify that all required Violation evidence as detailed in (1) above is assimilated prior to being submitted to police officers for approval.

**11.2.3 Batch Workflow of Images**

Contractor shall provide these images in a batch workflow method as determined by City for intersections assigned to each of the two (2) assigned workstations. When the police officer opens up the workflow screen, he/she will only see those mages for those assigned intersections.

**11.2.4 High Speed Internet Web Access**

Contractor shall provide, at no additional charge, a high-speed internet web access to its server to ensure the fastest possible Violation approval process.

**12. NOTICE OF VIOLATION ISSUANCE / COLLECTIONS PROCESSING**

**12.1 Notice of Violation Issuance**

**12.1.1 Certificate of Mailing**

Contractor shall generate a certificate of mailing and shall be responsible for the Notice of Violation mailing and postage costs for at least two (2) notices mailed on a schedule to be approved by the Director.

**12.1.2 Three (3) Day Issuance of Notice of Violation – Processing Time**

As directed by the Director, Contractor shall prepare one Notice of Violation letter for all chargeable Violations and shall mail such Notice of Violation letters to vehicle owners.

Contractor shall process and forward to the Police Review queue within seven (7) business days of the Violation event date Violations for which matching-in-state DMV data is found.

Contractor shall process and forward to the Police Review queue within fourteen (14) business days of the Violation event date Violations for which matching out-of-state DMV data is found.

As directed by the City, Contractor shall prepare and mail one Notice of Violation letter for all chargeable Violations vehicle owners within three (3) business days from date of the approved Violation by the reviewing police officer. If the three (3) business day timeframe has been exceeded, the approved Violation shall be issued to the vehicle owner but will be logged as a performance factor and included in the Contractor's performance evaluation. A complete audit trail of late Notice of Violation issuance shall be maintained as performance data with reason for late issuance. In order for a Violation to be chargeable, the Notice of Violation must be issued within the time period stipulated in the Code of Ordinances.

#### **12.1.3 Printing of Notice of Violation**

Contractor shall process and forward the Violation documents to Contractor's local Houston printing facility, where they will be printed, folded and inserted into a properly metered envelope with the document number showing through the window. The document number shall be scanned and the System shall receive a reconciliation record that will trigger an update of the document record as "MAILED". Should the System fail to obtain a reconciliation record for each approved document, the document shall be resubmitted to Contractor's printing facility until a proper reconciliation is received.

#### **12.1.4 Website for Defendants to View/Pay Violations**

Contractor shall, at no extra charge, make Violations available for viewing to Defendants via a secure Internet web site maintained by Contractor. This website shall enable Defendants to login to an Internet website and view their Violation images, view associated video and evidence, and click on a link to the payment portal to pay the fine. The website for this service shall be secured to prevent and prohibit unauthorized access to the Violation database.

#### **12.1.5 Charges for Violations**

Contractor shall comply with the ordinances that City Council has enacted pertaining to photo enforcement including the establishment of the fines for civil penalties of \$75.00 for running a red light, \$25.00 late payment fee for unpaid Violations after thirty (30) calendar days. Fees and

penalties charged shall be in accordance with the current Code of Ordinances as may be amended from time to time.

The Contractor shall verify multiple Violations in a 12 month period and bill Defendants in accordance with City ordinances. Notices of Violation are considered civil penalties and not moving Violations. Therefore, no driver's license or insurance points shall be assessed for a Violation.

#### **12.1.6 Address Validations**

Contractor shall utilize a secondary source(s), other than the DMV, to obtain a valid address of the Defendant for all Notices of Violation returned to sender for invalid address.

#### **12.1.7 Generation of Second Notices**

In the event that there is no response to the original Notice of Violation that was mailed to the Defendant or if the Violation remains unpaid as of its due date in accordance with the Code of Ordinances, Contractor shall prepare and mail a second Notice of Violation for any Violations that remain unpaid along with an additional late fee of \$25.00.

Contractor shall include in each second Notice of Violation one license plate image. The image shall be stamped with the date, time and location of the Violation. Each second Notice of Violation shall also include other items as required in the Code of Ordinances.

After expiration of the second Notice of Violation due date and after 65 calendar days from the issuance of the first notice, the Contractor shall pursue collections on unpaid notices. The Contractor shall provide a monthly aged listing of unpaid Violations to the City's Municipal Court Administrator and the Police Department.

### **12.2 Adjudication and Appeals Process**

#### **12.2.1 Hearing and Appeals Process (Contested Violations)**

##### **12.2.1.1 Municipal Courts Hearing**

In the event of a contested Violation, Contractor shall refer the Defendant to the Municipal Courts Administration (MCA). The MCA will schedule and hold an appeal hearing by a hearing officer. As an alternative, MCA may, with City Council approval, hold hearing on a walk-in basis. Contractor shall implement the appropriate interface(s) after consultation with MCA and Municipal Judge. Contractor shall cease collections processing while the Violation is being contested.

##### **12.2.1.2 Not Liable Findings**

A resolution by a hearing officer that results in a finding of "not liable" will be communicated by the MCA to the Contractor for records update and Violation clearance. Contractor's System shall be

able to support a manual process or a simple daily electronic interface for exchange of record status. The System shall also be able to provide the City with a full hearing and adjudication module.

#### **12.2.1.3 Upheld Violations**

A resolution by a hearing officer that upholds a Violation and is accepted by a Defendant may have revenues collected by the MCA. The MCA shall deposit any collected revenues and send updates of the account to Contractor. The Contractor shall then update its records accordingly.

If a Defendant is found "liable" after a hearing before a hearing officer, the Defendant may appeal the decision as outlined in the Code of Ordinances.

The MCA shall inform Contractor of adjustments to the Violation account in accordance with the Judge's decision, collect monies as appropriate and forward the information to the Contractor. The Contractor shall then make appropriate adjustments to its System.

#### **12.2.1.4 Internet Access to Hearing Officers and Judges**

The Contractor shall provide, at no extra charge, internet access to hearing officers and judges for viewing of Violations. The City shall provide the equipment for this access and viewing. Contractor shall provide the protocols and passwords necessary.

### **12.2.2 Hearings and Court Testimonies**

#### **12.2.2.1 Hearings**

For each Violation adjudication or appeal, the Contractor shall work with the MCA and Judge's personnel to provide hearing information. Hearing information shall be available for viewing online or printed as needed at Court. The information provided may include, but shall not be limited to the following:

- All issued and disputed Notices of Violation addressed to Defendants
- A Violation history report
- A statement certifying the reliability and accuracy of the System

#### **12.2.2.2 Contractor's Evidence Package(s)**

The System shall be configured to produce an electronic evidence package that includes the Violation images and data, Defendant history, document history, and any other relevant documents (such as letters from the defendant) that may be included in the file prior to each scheduled hearing based upon a mutually agreed upon schedule. Contractor's evidence package shall be in an Adobe PDF file that can

be passed to the City Court for reference by the hearing officer or judge during the hearing.

Contractor shall ensure that its evidence package includes all the information required by the City Court and Police to effectively adjudicate or process the appeal.

#### **12.2.2.3 Court Testimonies – Qualified Expert Witness**

Contractor shall provide at no extra charge, when required for Court testimony, a qualified expert witness who is knowledgeable on the theory, reliability, operation, and functional capabilities of the Photo Red Light Camera Enforcement System. Contractor shall provide an expert witness as needed to establish judicial notice.

### **12.3 Payments Processing And Collections**

#### **12.3.1 Payments Processing**

##### **12.3.1.1 Payment Methods**

When a Violation is issued to a Defendant, the Notice of Violation shall identify several payment channels from the Defendant may choose. The available identified payment methods shall be :

- Mail in the payment with the coupon (Contractor's Lockbox)
- Pay online, using the Contractor's website
- Call the 800-number and provide payment information to a Contractor clerk
- Walk-in payments: City payment locations. All addresses shall be provided for these walk-in payments in the Notices of Violation.

##### **12.3.1.2 Payments Tracking**

Contractor's System shall track all payments by payment source (Web, Lockbox, or Walk-in) and payment method (cash, check, money order, credit card and ACH). Contractor's System shall handle applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals, and reversals.

##### **12.3.1.3 City Access to Financial Reporting Functions**

Contractor shall provide the City with access to financial reporting functions of the System at its convenience. All financial management procedures shall be provided to the satisfaction of the City. The System shall provide a fully auditable transaction history for each transaction and shall enable easy access to research exceptions.

#### **12.3.2 Collections**

The Contractor shall collect payments from Defendants. Payment options shall include payment by any of the methods described above. Each paid

Violation shall have a receipt (walk-in payment and e-payments only) provided to the payer that references the Violation number and the amount paid. In addition Contractor will handle affidavits of transfer of liability and bill the newly identified Defendant.

**12.3.2.1 Web Payments**

Web payments shall be integrated or linked through the City web site payment portal or through a project web portal as determined by the City. For persons paying over the internet, Receipts shall be available from the payer's computer. ATS shall be able to charge the City \$3.75 for each on-line payment processed.

**12.3.2.2 Phone Payments**

Contractor shall collect all payment via phone inquires from Defendants. Contractor's Phone Payments System shall be operational for 24/7 to accept payments from Defendants via a 1-800 number. ATS shall be able to charge the City \$3.75 for each on-line payment processed.

The City's 211 System shall also assist persons with inquiries about Violations. Contractor shall assist the City in preparation of scripts for the 211 System.

**12.3.2.3 Checks Sent to Contractor or Contractor's Subcontractors**

In the event that Contractor or Contractor's Subcontractor(s) receives a check in the mail, Contractor shall immediately forward it to the lockbox or Court as agreed. If Contractor receives a check made payable to Contractor or its collection agency, it shall be immediately endorsed to the City or the City Court. No monies shall ever be deposited into Contractor's accounts.

**12.3.2.8 Information to the City**

Contractor shall place a high priority on keeping the City continuously informed on the progress of collection efforts; including accounts paid, accounts in progress, and accounts determined to be non-collectible (i.e. death).

**12.4 Deposits To The City**

**12.4.1 Daily Deposits**

The Contractor shall deposit all monies collected into a City account daily. Contractor shall maintain ledgers that shall show Contractor's assigned document number, Violations, fees paid, outstanding Violations and deposits. Fine collection procedures shall be developed in accordance with the City's financial accountability and customer service

guidelines. The Contractor shall also capture payment method data (i.e. paid by mail, walk-in, city facility, internet, etc.)

#### 12.4.2 Financial Accountability

Contractor shall maintain its records in accordance with generally accepted accounting principles. Contractor shall work with the City to ensure compliance with the City's financial accountability and customer service guidelines.

1. All facilities shall comply with all applicable Ordinance requirements for construction and shall also comply with all other applicable standards, regulations and requirements for construction. The Contractor shall submit to the CITY Director of Public Works three (3) sets of detailed construction plans, specifications, drawings and maps showing the location and proposed routing of all facilities to be installed not less than thirty (30) days prior to the commencement of construction. The construction drawings will include, without limitation: (i) the full limits of the proposed work will be identified; and (ii) detailed specifications will be provided. The minimum plan size shall be 11 inch (11") X 17 inch (17") and the minimum scale will be 1 inch (1") = 1 foot (1'). The CITY Director of Public Works or their designees shall review the plans and may require reasonable modifications in order to protect existing or anticipated public improvements, public property or utilities and to minimize interruption. The Contractor shall then cause the appropriate public records to be modified so as to notify other property owners or engineers of any improvements within the Property. Contractor may not begin construction until the location and proposed routing of the new construction or reconstruction and all required plans and drawings have been approved in writing by the CITY.
2. The location of the Equipment shall be subject to the lawful, reasonable and proper control and direction of CITY.
3. In the event construction or maintenance requires the temporary closing of a traffic lane or lanes, the Contractor shall notify the Public Works Department of the CITY not less than ten (10) days prior to the construction or maintenance and provide two (2) sets of traffic control plans ten (10) days prior to construction. The Public Works Department may require the submittal of a traffic control plan and may also require that all lanes be open and available to traffic during peak traffic hours.
4. Contractor shall conduct all traffic control in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices as it may be amended from time to time.
5. Contractor shall notify the CITY Director of Public Works no later than (30) days prior to commencing any construction, reconstruction or maintenance.
6. Upon reasonable notice, as determined by the circumstances, at the request of the CITY and at Contractor's cost, the LICENSEE shall remove and abate any portion of the System that is dangerous to life or property or as required for public construction projects, as determined by the CITY. If Contractor, after reasonable written notice, fails or refuses to act, the CITY may remove or abate the same, at the sole cost and expense of Contractor. Contractor shall promptly restore the public streets, alleys, and rights-of-way to as good a condition as before commencement of the work, to the reasonable satisfaction of the CITY Director of Public Works.

## **EXHIBIT B**

### **RIGHT OF WAY USE CONDITIONS**

1. All facilities of Contractor shall be in accordance with the CITY Code of Ordinances and the requirements for construction and shall also comply with all other applicable standards, regulations and requirements for construction. The Contractor shall submit to the CITY Director of Public Works three (3) sets of detailed construction plans, specifications, drawings and maps showing the location and proposed routing of all facilities to be installed not less than thirty (30) days prior to the commencement of construction. The construction drawings will include, without limitation: (i) the full limits of the proposed work will be identified; and (ii) detailed specifications will be provided. The minimum plan size shall be 11 inch (11") X 17 inch (17") and the minimum scale will be 1 inch (1") = 1 foot (1'). The CITY Director of Public Works or their designees shall review the plans and may require reasonable modifications in order to protect existing or anticipated public improvements, public property or utilities and to minimize interruption. The Contractor shall then cause the appropriate public records to be modified so as to notify other property owners or engineers of any improvements within the Property. Contractor may not begin construction until the location and proposed routing of the new construction or reconstruction and all required plans and drawings have been approved in writing by the CITY.
2. The location of the Equipment shall be subject to the lawful, reasonable and proper control and direction of CITY.
3. In the event construction or maintenance requires the temporary closing of a traffic lane or lanes, the Contractor shall notify the Public Works Department of the CITY not less than ten (10) days prior to the construction or maintenance and provide two (2) sets of traffic control plans ten (10) days prior to construction. The Public Works Department may require the submittal of a traffic control plan and may also require that all lanes be open and available to traffic during peak traffic hours.
4. Contractor shall conduct all traffic control in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices as it may be amended from time to time.
5. Contractor shall notify the CITY Director of Public Works no later than (30) days prior to commencing any construction, reconstruction or maintenance.
6. Upon reasonable notice, as determined by the circumstances, at the request of the CITY and at Contractor's cost, the LICENSEE shall remove and abate any portion of the System that is dangerous to life or property or as required for public construction projects, as determined by the CITY. If Contractor, after reasonable written notice, fails or refuses to act, the CITY may remove or abate the same, at the sole cost and expense of Contractor. Contractor shall promptly restore the public streets, alleys, and rights-of-way to as good a condition as before commencement of the work, to the reasonable satisfaction of the CITY Director of Public Works.

7. Contractor is subject to the police powers of the CITY, other governmental powers and the CITY's rights as a custodian of public property under State and Federal laws. The Contractor is subject to CITY ordinances and requirements and Federal and State laws and regulations in connection with the construction, expansion, reconstruction, maintenance or repair of the Pipeline that is in, on or over the Property or public rights-of-way.
8. Contractor shall furnish to CITY accurate and complete information relating to the construction, reconstruction, removal, maintenance, operation and repair of the System in the public rights-of-way within 15 days of completion.
9. Within 120 days of completion of each new Intersection Approach, Contractor shall supply the CITY with a complete set of "as built" drawings in a format prescribed by the CITY. The current required format shall be Auto CAD version (14), ArcView Version (3.1) or drawing exchange format (DXF).
10. The CITY shall require bonding requirements of the Contractor including having the CITY as bond obligee, as are required of other entities that place facilities in the public rights-of-way whether public or private. Bonding shall be a minimum of those stated in the Contract.
11. If the CITY gives written notice, Contractor shall, at City's expense, temporarily or permanently remove, relocate, change or alter any position of the System that is in the public right-of-way within 120 days. For projects expected to last beyond 120 days, the CITY will confer before determining the alterations to be required and the timing thereof. The CITY shall give notice whenever the CITY has determined that removal, relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of CITY or other governmental public improvements in the right-of-way.
12. This Contract is subject to any existing utilities or communication facilities, including drainage, presently located within the License area, owned and/or operated by the CITY or any utility or communications company, public or private, and to any rights presently owned by any utility or communications company, public or private, for the use of the Licensed area for facilities presently located within the boundaries of the License area.
13. At such time as this Contract is terminated or canceled, as described herein, Contractor shall remove the System, improvements and appurtenances, and shall restore the premises to their former condition, in accordance with the reasonable requirements of the City Manager at the sole cost of Contractor. In the event, upon termination of this Contract, Contractor fails to remove the System and equipment and its installations, improvements and appurtenances and to restore the property in compliance with orders issued by the CITY, or such work is not done to the reasonable satisfaction of the City Manager, then in either event the CITY shall have the right to do all work necessary to restore said area to its former condition, or cause such work to be done and to assess the cost of all such work against Contractor.

**EXHIBIT C**

**PERFORMANCE BOND**

THE STATE OF TEXAS     §  
COUNTY OF BRAZOS     §

KNOW ALL MEN BY THESE PRESENTS:

**THAT WE**, American Traffic Solutions, LLC., of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter called Principal, and \_\_\_\_\_, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called surety (whether one or more), are held and firmly bound unto the City of College Station, a municipal corporation, in the amount of fifty thousand dollars (\$50,000.00), for the payment whereof we do hereby bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the City of College Station, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2007, to furnish all services, materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements and services, to wit: the equipment, cameras, sensors, components, products, software, camera systems, housings, radar units, servers and poles and other tangible and intangible property for the digital red light traffic enforcement System and Program specifically described in the Contract, in the City of College Station, Texas and as more particularly described and designated in said Contract which is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

**NOW THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the plans and specifications therein referred to, and as well during any period of extension of said Contract that may be granted on the part of the City of College Station, Texas, as during the original terms of same, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed on this Bond, venue shall lie in Brazos County, Texas.

**AND**, that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any

such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

**IN WITNESS WHEREOF** the Principal and the surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto at the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**\*\*DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT\*\***

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO MUNICIPAL MAINTENANCE AGREEMENT FOR THE FURNISHING, INSTALLING, OPERATION AND MAINTENANCE OF CAMERAS ON STATE HIGHWAY RIGHTS-OF-WAY TO MONITOR COMPLIANCE WITH TRAFFIC-CONTROL SIGNALS**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the “State”, and the City of College Station, hereinafter called the “City”, acting by and through its duly authorized officers.

**W I T N E S S E T H**

**WHEREAS**, the State owns and maintains a system of highways and roadways in the City of College Station pursuant to Transportation Code, Section 201.103; and

**WHEREAS**, the State and the City executed a Municipal Maintenance Agreement on November 7, 2002; and

**WHEREAS**, the City has requested permission to install cameras on state highway rights-of-way to monitor compliance with traffic-control signals, hereinafter referred to as “camera monitoring equipment”, at the locations listed on Exhibit A attached hereto and made a part of hereof; and

**WHEREAS**, the State has determined that when the City’s installation of camera monitoring equipment will not damage the highway facility, impair safety, impede maintenance, or in any way restrict the operation of the highway, the proposed camera monitoring equipment may be installed by the City or its contractor;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**A M E N D M E N T**

**ARTICLE 1. CONTRACT PERIOD**

This amendment becomes effective on final execution by the State and shall remain in effect as long as said camera monitoring equipment is in operation at the described locations.

**ARTICLE 2. TERMINATION**

This amendment may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this amendment, with proper allowances being made for circumstances beyond the control of the City or its contractor. The State’s written notice to the City shall describe the default and the

- proposed termination date. If the City cures the default before the proposed termination date, the proposed termination is ineffective; or
- 3) By either party upon thirty (30) days written notice to the other.

Termination of this amendment shall not serve to terminate the underlying Municipal Maintenance Agreement between the State and the City.

### **ARTICLE 3. COMPENSATION**

No compensation shall be paid for this amendment.

### **ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL**

- A. The City will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B. No reimbursement shall be paid for any materials supplied by the City or its contractor.
- C. Any adjustment, replacement, or reinstallation of the camera monitoring equipment due to reconstruction or alteration of the intersection shall be performed by the City at the City's expense. The State will work with the City to provide adequate notice of any planned work to allow for the necessary modification or removal.
- D. All installation or maintenance work performed by the City or its contractor requiring traffic control shall be performed in accordance with the *Texas Manual on Uniform Traffic Control Devices*.

### **ARTICLE 5. INSPECTION OF WORK**

- A. The City or its contractor will furnish the State a complete set of design drawings and installation plans for review. The installation plans shall include all electrical, electronics, signing, civil and mechanical work pertaining to the camera monitoring equipment.
- B. The State reserves the right to inspect and request modification of any camera monitoring equipment under this agreement both prior to and after installation. No installation may occur until the State has approved the proposed installation.
- C. The State reserves the right to inspect and approve the completed installation.
- D. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

### **ARTICLE 6. RESPONSIBILITIES OF THE PARTIES**

The parties agree that neither 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. The State shall not be held responsible for the operation (or non-operation) of the camera monitoring equipment or for any effect it may have.

The City is responsible for any damage that may occur to state equipment during the installation, maintenance or operation of the camera monitoring equipment. The City is responsible for maintaining the camera monitoring equipment and related signing in good working order and keeping such equipment free from graffiti.

### **ARTICLE 7. DE-ACTIVATION OF CAMERA MONITORING EQUIPMENT**

The State reserves the right to disconnect and remove camera monitoring equipment from the traffic signals should any problem arise affecting the State. The State will notify the appropriate City office of the de-activation of the camera monitoring equipment. Upon correction of the problem, the City may reconnect the camera monitoring equipment.

#### **ARTICLE 8. INSTALLATION REQUIREMENTS**

The City or its contractor shall furnish and install all equipment related to the camera monitoring equipment installation. This includes, but is not limited to, camera equipment, camera housing and supporting structure, intersection lighting, vehicle detection system, communications equipment, electrical service and connections, roadway signing, and any interconnection with the signal. The City or its contractor will be responsible for all power costs associated with the operation of the camera monitoring equipment.

Electrical connections made to the State's signal equipment shall be optically or otherwise isolated as approved by the State and shall not affect the operation of any component of the traffic signal system including both the signal controller and the conflict monitor/malfunction management unit.

#### **ARTICLE 9. REPORTS**

Upon written request, the City will be required to supply the State with data related to the operation of the camera monitoring equipment.

#### **ARTICLE 10. REMEDIES**

Violation or breach of contract terms by the City shall be grounds for termination of the amendment, and any increased cost arising from the City default, breach of contract, or violation of terms shall be paid for by the City. This amendment shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **ARTICLE 11. INSURANCE**

Before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately.

#### **ARTICLE 12. SUCCESSORS AND ASSIGNS**

The City shall not assign or otherwise transfer its rights or obligations under this amendment except with the prior written consent of the State.

#### **ARTICLE 13. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 14. NOTICES**

All notices to either party by the other required under this amendment shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of College Station	_____
ATTN: Troy Rother	_____
1101 Texas Avenue	_____
College Station, TX 77840	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**ARTICLE 15. GOVERNING LAWS AND VENUE**

This amendment shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

**ARTICLE 16. PRIOR AGREEMENTS SUPERSEDED**

This amendment constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**ARTICLE 17. REVISIONS TO EXHIBIT A**

Revision to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

**IN WITNESS WHEREOF**, the State and the City have signed duplicate counterparts of this agreement.

**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 the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

**CITY OF COLLEGE STATION**

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

**ATTEST:**

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

**APPROVED:**

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



\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

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

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING A NEW SECTION 11 AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED:



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

**EXHIBIT “A”**

That Chapter 10, “Traffic Code”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding a new Section 11 as set out hereafter to read as follows:

**“SECTION 11: AUTOMATED TRAFFIC SIGNAL ENFORCEMENT****A. Definitions.**

In this section:

- (1) *Owner* shall mean the owner of a motor vehicle as shown on the motor vehicle registration records of the Texas Department of Transportation or the analogous department or agency of another state or country.
- (2) *Photographic traffic signal enforcement system* shall mean a system that:
  - (a) Consists of a camera system and vehicle sensor installed to exclusively work in conjunction with an electrically operated traffic-control signal; and
  - (b) Is capable of producing at least two (2) recorded images that depict the license plate attached to the front or the rear of a motor vehicle that is not operated in compliance with the instructions of the traffic control signal.
- (3) *Recorded image* shall mean a photographic or digital image that depicts the front or the rear of a motor vehicle.
- (4) *Traffic control signal* has the meaning assigned by Section 541.304 of the Texas Transportation Code.

**B. Imposition of Civil Penalty for Violations.**

- (1) Except as provided below, the owner of a motor vehicle is liable for a civil penalty of seventy-five dollars (\$75.00) if, while facing only a steady red signal displayed by an electronically operated traffic-control signal located in the City, the motor vehicle is operated in violation of the instructions of that traffic-control signal as specified by Section 544.007(d) of the Texas Transportation Code.
- (2) An owner who fails to timely contest or pay the civil penalty shall be subject to a late payment penalty of twenty-five dollars (\$25.00).

**C. Enforcement Procedures.**

- (1) The College Station Police Department is responsible for the enforcement of this section. The College Station Municipal Court is responsible for the administration of this section. The Police Chief, Presiding Judge of the Municipal Court, and the Municipal Court Administrator shall establish and implement appropriate procedures to effect the policy of this section.
- (2) In order to impose a civil penalty under this section, the Municipal Court shall cause to be mailed a notice of violation to the owner of the motor vehicle liable for the civil penalty not later than thirty (30) days after the date the violation is alleged to have occurred to:
  - (a) The owner's address as shown on the registration records of the Texas Department of Transportation; or
  - (b) If the motor vehicle is registered in another state or country, the owner's address as shown on the motor vehicle registration records of the department or agency of the other state or country analogous to the Texas Department of Transportation.
- (3) A notice of violation issued under this section shall contain the following:
  - (a) A description of the violation alleged;
  - (b) The location of the intersection where the violation occurred;
  - (c) The date and time of the violation;
  - (d) The name and address of the owner of the motor vehicle involved in the violation;
  - (e) The registration number displayed on the license plate of the motor vehicle involved in the violation;
  - (f) A copy of a recorded image of the violation limited solely to a depiction of the area of the registration number displayed on the license plate of the motor vehicle involved in the violation;
  - (g) A statement that a recorded image is evidence in a proceeding for the imposition of a civil penalty;
  - (h) The amount of the civil penalty for which the owner is liable;

- (i) The number of days the person has in which to pay or contest the imposition of the civil penalty and a statement that the person incurs a late payment penalty of \$25.00 if the civil penalty is not paid or imposition of the penalty is not contested within that period;
  - (j) A statement that the owner of the motor vehicle in the notice of violation may pay the civil penalty by mail sent to a specified address in lieu of appearing at the time and place of the administrative adjudication hearing;
  - (k) Information that informs the owner of the motor vehicle named in the notice of violation:
    - (i) of the owner's right to contest the imposition of the civil penalty against the person in an administrative adjudication hearing;
    - (ii) that imposition of the civil penalty may be contested by submitting a written request for an administrative adjudication hearing before the expiration of the period specified in (i) above; and
    - (iii) that failure to pay a civil penalty or to contest liability in a timely manner is an admission of liability in the full amount of the civil penalty assessed in the notice of violation, and is a waiver of the right to appeal under Section G.
  - (l) A statement that if the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner an arrest warrant may not be issued and the imposition of the civil penalty may not be recorded on the owner's driving record.
  - (m) Any other information deemed necessary by the City.
- (4) A notice of violation under this section is presumed to have been received on the 5th day after the date the notice of violation is mailed.
- (5) In lieu of issuing a notice of violation, the Municipal Court may cause to be mailed a warning notice to the owner.

**D. Presumption.**

- (1) It is presumed that the owner of the motor vehicle committed the violation alleged in the notice of violation mailed to the person if the motor vehicle depicted in a photograph or digital image taken by a photographic traffic signal enforcement system belongs to the owner of the motor vehicle.

- (2) If, at the time of the violation alleged in the notice of violation, the motor vehicle depicted in a photograph or digital image taken by a photographic traffic signal enforcement system was owned by a person in the business of selling, renting, or leasing motor vehicles or by a person who was not the person named in the notice of violation, the presumption under Subsection (1) is rebutted on the presentation of evidence establishing that the vehicle was at the time:
  - (a) being test driven by another person;
  - (b) being rented or leased by the vehicle's owner to another person; or
  - (c) owned by a person who was not the person named in the notice of violation.
- (3) Notwithstanding Section E below, the presentation of evidence under Subsection (2) above by a person who is in the business of selling, renting, or leasing motor vehicles or did not own the vehicle at the time of the violation must be made by affidavit, through testimony at the administrative adjudication hearing under Section E, or by a written declaration under penalty of perjury. The affidavit or written declaration may be submitted by mail to the City or the entity with which the City contracts.
- (4) If the presumption established by Subsection (1) is rebutted under Subsection (2), a civil penalty may not be imposed on the owner of the vehicle or the person named in the notice of violation, as applicable.
- (5) If, at the time of the violation alleged in the notice of violation, the motor vehicle depicted in the photograph or digital image taken by the photographic traffic signal enforcement system was owned by a person in the business of renting or leasing motor vehicles and the vehicle was being rented or leased to an individual, the owner of the motor vehicle shall provide to the City or the entity with which the City contracts the name and address of the individual who was renting or leasing the motor vehicle depicted in the photograph or digital image and a statement of the period during which that individual was renting or leasing the vehicle. The owner shall provide the information required by this subsection not later than the 30th day after the date the notice of violation is received. If the owner provides the required information, it is presumed that the individual renting or leasing the motor vehicle committed the violation alleged in the notice of violation and the City or contractor may send a notice of violation to that individual at the address provided by the owner of the motor vehicle.

**E. Administrative adjudication hearing.**

- (1) A person who receives a notice of violation may contest the imposition of the civil penalty by requesting in writing an administrative adjudication of the civil penalty within thirty (30) days after the date the violation was mailed. Upon receipt of a timely request, the City or its contractor shall notify the person of the date and time of the administrative adjudication hearing which shall be heard within thirty (30) days from receipt of the request. The administrative adjudication hearing shall be heard before and conducted by and adjudicative hearing officer appointed by the City Manager or his delegee. The adjudicative hearing officer shall have the authority to administer oaths and issue orders compelling the attendance of witnesses and the production of documents.
- (2) A person who fails to pay the civil penalty or to contest liability for the penalty in a timely manner or who requests an administrative adjudication hearing to contest the imposition of the civil penalty against the person and fails to appear at that hearing is considered to:
  - (a) admit liability for the full amount of the civil penalty stated in the notice of violation mailed to the person; and
  - (b) waive the person's right to appeal the imposition of the civil penalty.
- (3) If a person liable for the violation fails to pay the civil penalty in a timely manner, the City will request that the County Assessor-Collector and the Texas Department of Transportation refuse to register the motor vehicle alleged to have been involved in the violation.
- (4) In an administrative adjudication hearing, the issues must be proved by a preponderance of the evidence. The reliability of the photographic traffic signal enforcement system used to produce the recorded image of the motor vehicle involved in the violation may be attested to in an administrative adjudication hearing by affidavit of an officer or employee of the city or the entity with which the city contracts to install or operate the system and who is responsible for inspecting and maintaining the system. An affidavit of an officer or employee of the City that alleges a violation based on an inspection of the pertinent recorded image is admissible in a proceeding under this section and is evidence of the facts contained in the affidavit.
- (5) The civil penalty shall not be imposed against a person if, after the administrative adjudication hearing, the administrative hearing officer enters a finding of no liability.
- (6) A person who is found liable for a civil penalty after the administrative adjudication hearing shall pay the civil penalty within ten (10) days after the hearing.

- (7) The city attorney or his designee is not required to attend the administrative adjudication hearing. However, if the person charged is represented by legal counsel at the hearing, the adjudicative hearing officer shall notify the city attorney or his designee who shall have a right to appear on behalf of the city at said hearing.
- (8) It shall be an affirmative defense to the imposition of civil liability under this section, to be proven by a preponderance of the evidence, that:
- (a) The traffic control signal was not in proper position and sufficiently visible to an ordinarily observant person;
  - (b) The operator of the motor vehicle was acting in compliance with the lawful order or direction of a police officer;
  - (c) The operator of the motor vehicle violated the instructions of the traffic control signal so as to yield the right-of-way to an immediately approaching authorized emergency vehicle;
  - (d) The motor vehicle was being operated as an authorized emergency vehicle under Chapter 546 of the Texas Transportation Code and that the operator was acting in compliance with that Chapter;
  - (e) The motor vehicle was a stolen motor vehicle and being operated by a person other than the owner of the motor vehicle without the effective consent of the owner;
  - (f) The license plate depicted in the recorded image of the violation was a stolen plate and being displayed on a motor vehicle other than the motor vehicle for which the plate had been issued;
  - (g) The presence of ice, snow, unusual amounts of rain or other unusually hazardous road conditions existed that would make compliance with this section more dangerous under the circumstances than non-compliance; or
  - (h) The person who received the notice of violation was not the owner of the motor vehicle at the time of the violation.
- (9) To demonstrate that at the time of the violation the motor vehicle was a stolen vehicle or the license plate displayed on the motor vehicle was a stolen plate, the owner must submit proof acceptable to the adjudicative hearing officer that the theft of the motor vehicle or license plate had been timely reported to the appropriate law enforcement agency.

- (10) Notwithstanding anything in this section to the contrary, a person who receives a notice of violation under this section and who fails to timely pay the amount of the civil penalty or fails to timely request an administrative adjudication hearing is entitled to an administrative adjudication hearing if:
- (a) the person submits a written request for the hearing to the designated administrative hearing officer accompanied by an affidavit that attests to the date on which the person received the notice of violation; and
  - (b) the written request and affidavit are submitted to the hearing officer within the same number of days after the date the person received the notice of violation as specified under Subsection C(3)(i) above.

**F. Order of the adjudicative hearing officer**

- (1) At the conclusion of the administrative adjudication hearing, the hearing officer shall enter a finding of liability for the civil penalty or a finding of no liability for the civil penalty. A finding under this section must be in writing and dated by the hearing officer.
- (2) A finding of liability or a finding of no liability entered under this section:
  - (a) shall be filed with the Municipal Court Administrator. All such orders shall be kept in a separate index or file by the Municipal Court Administrator; and
  - (b) may be recorded on microfilm or microfiche or using data processing techniques.

**G. Appeal**

- (1) The owner of a motor vehicle determined by a hearing officer to be liable for a civil penalty may appeal that determination to the City's municipal judge by filing a petition with the City's Municipal Court.
- (2) The petition must be filed before the 31<sup>st</sup> day after the date on which the administrative adjudication hearing officer entered the finding of liability for the civil penalty and must be accompanied by payment of the costs required by law for the court.
- (3) The court clerk shall schedule a hearing and notify the owner of the motor vehicle and the City's Legal Department of the date, time and place of the hearing.

- (4) An appeal stays enforcement and collection of the civil penalty imposed against the owner of the motor vehicle. The owner shall file a notarized statement of personal financial obligation to perfect the owner's appeal.
- (5) An appeal under this section shall be determined by the court by trial de novo.

**H. Effect of liability; exclusion of civil remedy; enforcement.**

- (1) The imposition of a civil penalty under this section is not a conviction and may not be considered a conviction for any purpose.
- (2) The implementation of a photographic traffic signal enforcement system by the City under this section does not prohibit a peace officer from arresting a violator of Section 544.007(d) of the Texas Transportation Code as provided by Chapter 543 of the Texas transportation Code, if the peace officer personally witnesses the violation, or from issuing the violator a citation and notice to appear as provided by Chapter 543.
- (3) The City may not impose a civil penalty under this section on the owner of a motor vehicle if the operator of the motor vehicle was arrested or was issued a citation and notice to appear by a peace officer for the same violation of Section 544.007(d) of the Texas Transportation Code recorded by the photographic traffic signal enforcement system.
- (4) The city attorney is authorized to file suit to enforce collection of a civil penalty imposed under this section.
- (5) If the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner:
  - (a) an arrest warrant may not be issued for the owner; and
  - (b) the imposition of the civil penalty may not be recorded on the owner's driving record.

**I. Disposition of fees.**

- (1) Not later than the 60th day after the end of the City's fiscal year, after deducting amounts the City is authorized by Subsection (b) to retain, the City shall:
  - (a) send 50 percent of the revenue derived from civil or administrative penalties collected by the City under this section to the comptroller for

deposit to the credit of the regional trauma account established under Section 782.002, Texas Health and Safety Code; and

- (b) deposit the remainder of the revenue in a special account in the City's treasury that may be used only to fund traffic safety programs, including pedestrian safety programs, public safety programs, intersection improvements, and traffic enforcement.
- (2) The City may retain an amount necessary to cover the costs of:
- (a) purchasing or leasing equipment that is part of or used in connection with the photographic traffic signal enforcement system in the City;
  - (b) installing the photographic traffic signal enforcement system at sites in the City, including the costs of installing cameras, flashes, computer equipment, loop sensors, detectors, utility lines, data lines, poles and mounts, networking equipment, and associated labor costs;
  - (c) operating the photographic traffic signal enforcement system in the City, including the costs of creating, distributing, and delivering violation notices, review of violations conducted by City employees, the processing of fine payments and collections, and the costs associated with administrative adjudications and appeals; and
  - (d) maintaining the general upkeep and functioning of the photographic traffic signal enforcement system, including but not limited to, the proportional salaries and benefits for the City's Traffic Superintendent, Traffic Engineer and Traffic Planner."

**October 25, 2007**  
**Regular Agenda Item7**  
**Employee Health Insurance**

**To:** Glenn Brown, City Manager

**From:** Julie O'Connell, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion on approval of expenditures for administrative fees for employee medical and dental insurance with Blue Cross/Blue Shield of Texas, employee prescription drug plan with Caremark (formerly Pharmacare), employee assistance program with Deer Oaks, voluntary vision plan with Spectera, and the approval of expenditures for projected claims for a total amount of \$5,336,494 for 2008.

**Recommendation(s):** Approve expenditures for administrative fees and projected claims with Blue Cross/Blue Shield of Texas, Caremark, Deer Oaks, and Spectera for 2008.

**Summary:** The Cities of College Station and Bryan, and Brazos County, entered into a joint health plan agreement in January 2004. These contracts will expire in December of 2007. The three entities issued a joint RFP in July of this year, with the intent to continue the joint arrangement. We received 40 quotes for various components of our health plan. Based on criteria set forth in the RFP, the entities are recommending to continue with Blue Cross/Blue Shield for medical and dental, Caremark for our prescription plan, changing to Deer Oaks for our employee assistance program, and adding two additional benefits: a voluntary vision plan and a wellness program through Blue Cross called Blue Care Connection. The contracts will be brought to the Council at a later date for approval.

**Budget and Financial Summary:** Associated per employee per month costs for administrative fees are attached. Annual administrative fees based on current number of employees are \$365,788. Annual claims for 2008 are projected to be \$4,970,706. This represents an overall increase in projected claims of 16% from 2007. Funds are budgeted and available in the employee benefits fund.

**Attachments:**

- 1. Consultant's Recommendation Letter**
- 2. 2008 Cost Projections**

# MEMORANDUM

McGRIFF, SEIBELS & WILLIAMS, INC.  
5949 SHERRY LANE, SUITE 1300, DALLAS, TX 75225  
PHONE – (469) 232-2100 FAX – (469) 232-2105

**Date:** October 25, 2007

**To:** City of College Station

**From:** Dodd Dorsey, McGriff, Seibels & Williams

**Re:** Request for Proposal on: Medical, RX, Dental, Vision, and Employee Assistance Program

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## Purpose

The purpose of this memorandum is to provide the recommendations of the "Joint Health Plans" consisting of the City of College Station, City of Bryan, and Brazos County. An extensive marketing analysis was performed for Administrative Services Only (ASO) for Medical, RX, Dental, a Voluntary Vision plan, and an Employee Assistance Program with an effective date of January 1, 2008.

Quotes were solicited from various market segments providing comprehensive feedback on the competitiveness of current and proposed services for all three entities. We were successful in obtaining a total of forty quotes. All recommendations were based on the following:

1. Reference and Qualifications
2. Proposed Services and Information Requested
3. Questionnaires/Performance Standards/Guarantees
4. Overall Cost (Fees, rates, discounts, etc.)

## Current Programs

<u>Program</u>	<u>Carrier</u>
• ASO Medical	BlueCross BlueShield
• ASO Dental	BlueCross BlueShield
• ASO RX	Caremark / Pharmacare
• Voluntary Vision	N/A
• Employee Assistance Program	Interface

## Recommended Programs

<u>Program</u>	<u>Carrier</u>
• ASO Medical	BlueCross Blue Shield
• ASO Dental	BlueCross Blue Shield
• ASO RX	Caremark / Pharmacare
• Voluntary Vision	Spectera
• Employee Assistance Program	Deer Oaks

## Recommendations

ASO Medical & Dental – *BlueCross BlueShield (BC/BS)* – BlueCross BlueShield provides all three entities with the most extensive Network, highest discounts, and best overall cost. Furthermore, the current service and available providers/facilities with BC/BS has been well received by the current participants.

ASO RX – *Caremark/Pharmacre* – Caremark/*Pharmacare* provided the strongest contract along with the deepest savings. Caremark is the current PBM (Pharmacy Benefit Manager) and has established a positive track record with all parties. They are currently the largest Pharmacy Benefit Management company in the world with many federal and government entities as clients.

Voluntary Vision – *Spectera* – The Voluntary Vision program is not currently being offered. As stated it is a Voluntary Benefit; therefore, there will be no additional cost applied to the employers. All premiums will be accounted for by the employees wishing to participate. Spectera is an A rated carrier, that provided the lowest rates with the most expansive plan.

Employee Assistance Program – *Deer Oaks* – Deer Oaks provided a comprehensive EAP benefit with the greatest value and lowest cost. Deer Oaks has become the largest provider of EAP, Work/Life, and Wellness services to public employer groups in the states of Texas, Arizona, and North Carolina.

We appreciate the opportunity to work with the City and its employees. Should the City desire further clarification and/or need any supporting documentation related to this marketing analysis, please feel free to contact me at 469-232-2168 or Sandy Brown at 469-232-2174.

Dodd Dorsey  
Assistant Vice President

## Executive Summary

### Projected Program Costs for Administrative Fees 01-01-2008 to 12-31-2008

**Average Monthly Employees on Health Plan**

**782**

<b><u>Administration</u></b>	<b><u>PEPM</u></b>	<b><u>Annual Expense</u></b>
Medical (including wellness)	\$33.99	\$318,962.00
Dental	\$3.72	\$34,908.00
Pharmacy	\$0.00	\$0.00
Vision	Voluntary	Voluntary
EAP	\$1.27	\$11,917.00
<b>Total Fixed Costs</b>	<b>\$38.98</b>	<b>\$365,788.00</b>

<b><u>Claims</u></b>	<b><u>PEPM</u></b>	<b><u>Annual Expense</u></b>
Medical	\$375.52	\$3,523,880.00
Dental	\$40.28	\$377,988.00
Pharmacy	\$113.90	\$1,068,838.00
<b>Total Claims</b>	<b>\$529.70</b>	<b>\$4,970,706.00</b>

<b>Total Projected Cost</b>	<b>\$568.68</b>	<b>\$5,336,494.00</b>
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**October 25, 2007**  
**Regular Agenda Item 8**  
**Employee Life and AD&D Insurance**

**To:** Glenn Brown, City Manager

**From:** Julie O'Connell, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion on approval of expenditures for employee life, accidental death & dismemberment (AD&D), voluntary life and AD&D, and dependent life insurance in the amount of \$98,276 to Minnesota Life Insurance Company for 2008.

**Recommendation(s):** Approve expenditures of \$98,276 with Minnesota Life Insurance Company for all lines of life insurance coverage stated above for 2008.

**Summary:** The City currently provides life insurance and AD&D insurance at two times annual salary for each line of coverage. The City also provides a line of duty benefit for all sworn police and fire personnel. This benefit is equal to the lesser of two times annual salary of \$50,000. Employees may also purchase supplemental life insurance on themselves and their dependents at a group rate. The City of College Station and the City of Bryan issued a joint RFP in September 2007, for all lines of life insurance coverage. By pooling our numbers together, we were able to retain our current rates. Minnesota Life Insurance Company will offer a three year rate guarantee. A contract will be brought to Council at a later date for approval.

**Budget and Financial Summary:** Associated costs are attached. The annual cost projection for 2008 will be \$98,276, based on our current number of employees. This is an increase from last year due to salary increases and additional employees. Funds are budgeted and available in the employee benefits fund.

**Attachments:**

**1. 2008 Cost Projections**

City of College Station  
 Schedule of Rates and Costs  
 Basic Life and Basic AD&D Insurance

	<b>Basic Life</b>	<b>Monthly Cost</b>	<b>Basic AD&amp;D</b>	<b>Monthly Cost</b>	<b>Rate Guarantee</b>	<b>Total Yearly Cost</b>
<b>Minnesota Life</b>	.09/\$1,000	\$6,142	.03/\$1,000	\$2,047	3 Years	\$98,276
	Basic Life	\$73,707	Basic AD&D	\$24,569		

**October 25, 2007**  
**Regular Agenda Item 9**  
**Long Term Disability**

**To:** Glenn Brown, City Manager

**From:** Julie O'Connell, Director of Human Resources

**Agenda Caption:** Presentation, possible action, and discussion on approval of expenditures for long term disability insurance (LTD) with the Standard Insurance Company in the amount of \$60,855 for 2008.

**Recommendation(s):** Approve expenditures of \$60,855 with The Standard Insurance Company for employee long term disability insurance for 2008.

**Summary:** LTD insurance is income protection for employees who would no longer be able to perform their jobs due to illness or injury. Income replacement could reach as high as 60% of the employee's salary. The City of Bryan and the City of College Station issued a joint RFP for LTD coverage this past September. The City of College Station was able to retain the same rate as last year for 2008. A contract will be brought to the Council at a later date for approval.

**Budget and Financial Summary:** Associated costs are attached. The annual cost projections for LTD coverage based on the current number of employees for 2008 will be \$60,855. This is an increase from last year due to salary increases and additional employees. Funds are budgeted and available in the employee benefits fund.

**Attachments:**

**1. 2008 Cost Projections**

City of College Station  
Schedule of Rates and Costs  
Long Term Disability 2008

	<b>Rate</b>	<b>Monthly Total</b>	<b>Rate Guarantee</b>	<b>Total Yearly Cost</b>
<b>The Standard Insurance Co.</b>	.18/\$100	\$5,071	1	\$60,855