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

Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, December 13, 2007 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation
   Presentation of Historic Building Marker #7 to members of the Roan's Chapel Missionary Baptist Church

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 12:45 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.

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 of Minutes for Regular Meeting November 19, 2007

b. Presentation, possible action and discussion on the third and final reading of a franchise agreement with Budget Rolloffs for collection, hauling and disposal services for residential construction debris solid waste.

c. Presentation, possible action, and discussion regarding a Resolution approving a Real Estate Contract to transfer ownership of 1115 Georgia Street, an undeveloped residential lot, to the local Habitat for Humanity affiliate.

d. Presentation, possible action, and discussion on amending the annual agreement for gasoline and diesel fuel with Brenco Marketing Corp, contract no. 05-056; renew the amended contract for one year; and authorize the annual estimated expenditures with Brenco Marketing Corp. for $1,267,340.00.

e. Presentation, possible action, and discussion approving a Resolution Determining Need that identifies a tract of land needed for the Utility Service Center Expansion Project.

f. Presentation, possible action, and discussion regarding a contract with Sprint Nextel for Rebanding of the City's 800MHz Radio System in an amount not to exceed $207,173.27 to be paid for by Nextel Sprint.

g. Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Joe Button to construct sewer infrastructure necessary to connect his home to the City sewer system.

h. Presentation, possible action, and discussion for approval of a resolution granting an exception to Policy to allow Kyle View Estates to construct sewer infrastructure necessary to connect the Kyle View development to the City sewer system.

i. Presentation, possible action and discussion regarding approving a Developer Participation Agreement for sewer collection infrastructure with Kyle View Estates, L.P. at a cost not to exceed $85,690.

j. Presentation, possible action, and discussion regarding a resolution approving a construction contract with JaCody, Inc. for the amount of $1,883,978.00 for the construction of the College Station Utilities Meeting and Training Facility Project.

k. Presentation, possible action, and discussion to approve a Renewal Agreement with Rainbow Gardens in the amount of $52,263 for landscape maintenance services at Water Services facilities.

l. Presentation, possible action, and discussion regarding approval of an agreement with Union Pacific Rail Road to allow construction of the water transmission pipeline under the railroad tracks.

m. Presentation, possible action, and discussion on a resolution authorizing the Mayor to sign a Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT).

n. Presentation, possible action and discussion regarding the approval of an interlocal agreement with the Texas Department of Public Safety.

o. Presentation, possible action, and discussion to issue a purchase order to Driller Services, Inc. in the amount of $111,800 for 4,000 water meters.

p. Presentation, possible action and discussion on a General Fund contingency transfer in the amount of $20,000 for the AM Radio Project.

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 consideration of ordinances amending Chapter 10, "Traffic Code," to convert a portion of Milliff street to one-way operation and to close a portion of Redmond Drive to through traffic.

2. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Amendment to update the Thoroughfare Plan in the area generally bound by SH 30 on the north, William D. Fitch Parkway on the south, SH 6 on the west, and Carters Creek on the east as a result of recommendations contained in the East College Station Transportation Study.

3. Public hearing, presentation, possible action, and discussion on amendments to Chapter 12 (Unified Development Ordinance) of the City Code, Sections 3.2, Zoning Map Amendment (Rezoning), 4.1, Establishment of Districts, 7.1.D, Required Yard (Setbacks), and 11.2, Defined Terms, the addition Section 5.9, Single-Family Overlay Districts, and amendment to Chapter 9 (Subdivision Regulations) of the City Code, Section 18-A.1, Platting and Replatting Within Older Residential Subdivisions as they relate to the creation of Single-Family Overlay Districts

4. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 9.7 acres of Spring Creek Townhomes, Phases 2 and 3, from PDD, Planned Development to PDD, Planned Development in order to amend the Concept Plan for the property generally located at the termination of Heath Drive

5. Public hearing, presentation, possible action, and discussion regarding an ordinance amendment to Chapter 12 of the Code of Ordinances, Unified Development Ordinance Section 5.6 Northgate Districts relating to sidewalk requirements

6. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance Section 7.4.C Summary of Permitted Signs, regarding the permitted zoning districts for commercial banners

7. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance, Section 9.4 Nonconforming Lots of Record, regarding building setbacks for nonconforming single-family properties in Agricultural Open (A-O) zoning districts

8. Public hearing, presentation, possible action, and discussion on an ordinance pf the City of College Station declaring certain goods-in-transit to be subject to taxation by the City of College Station and not exempt from taxation under the Super Freeport exemption contained in Texas Tax Code Section 11.253.

9. Presentation, possible action, and discussion on a resolution awarding the professional services contract (Contract No. 08-079) with Bleyl & Associates in the amount not to exceed $347,000 for engineering design services for the William D. Fitch Parkway Widening Phase II Project (ST-0520); and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

10. Presentation, possible action and discussion regarding appointments to a Citizens' Advisory Committee in preparation of a General Obligation Bond election in November of 2008.

11. Presentation, possible action and discussion on the 2007 Gainsharing Distribution.

12. Presentation, possible action, and discussion on a funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY08 in the amount of $200,000 for Arts Council Affiliate funding; and presentation, possible action, and discussion on approving the portion of the budget of the Arts Council of Brazos Valley funded with Hotel Tax funds.

13. Presentation, possible action, and discussion regarding appointments to the College Station Tax Increment Reinvestment Zone #16 Board of Directors and designating a chairperson.

14. Presentation, possible action, and discussion regarding the City's appointment to the Brazos County Appraisal District.

15. Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting 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, December 13, 2007 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 7th day of December, 2007 at 2:30 pm.

E-Signed by Connie Hooks
VERIFY authenticity with Approvelt

_____

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on December 7, 2007 at 2:30 pm and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this _____day of _____, 2007.
By_____

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

_____

Notary Public – Brazos County, Texas My commission expires: _____

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

Consent Item No. 2a:

Mayor	**Council members**
Ben White	John Crompton
Mayor Pro Tem	James Massey
Ron Gay	Lynn McIlhaney
City Manager	Chris Scotti
Glenn Brown	David Ruesink

Draft Minutes
City Council Regular Meeting
Thursday, November 19, 2007 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

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

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

Regular Agenda Item No. 1 – Pledge of Allegiance, Invocation Hear visitors.

Mayor White called the meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. Fire Chief R.B. Alley provided the invocation.

City of Bryan Mayor Mark Conlee presented Mayor White the Brazos Boot Award for the A&M Consolidated High School football team victory in the Brazos Valley showdown game against Bryan High School.

Mayor White and City Manager Brown recognized Mark Beal, Broadcast Media Specialist for winning the 3CMA Savvy and Silver Circle Awards.

Mayor White and City Manager Brown recognized the Parks and Recreation Department staff in recognition of excellence in programs delivery, operations expertise, staff professionalism and management excellence. The following awards were received:

- Texas Public Pool Council Agency of the Year
- Texas Public Pool Council Programming Award
- Ellis and Associates – Gold International Aquatic Safety Award
- Texas Recreation and Parks Society Regions V and VII Grand Champion Vehicle and Equipment Rodeo
- National Arbor Day Foundation Texas City USA Award
- Society of Registered Architects New York Council – Design Award of Honor
- Texas Amateur Athletic Federation Bronze Member City Award
- Commission for Accreditation of Parks and Recreation Agencies – Agency Accreditation
- Amateur Softball Association James Farrell Award of Excellence

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Mayor White and City Manager Brown recognized Bob Cowell, Director of Planning and Development Services; Chris Haver, Building Official; and Bridgette George Development Coordinator for the Building Officials Association Team award.

Hear Visitors

Audrey Patton, 306 Columbia Ct., from the Brazos Environmental Action Network, addressed the City Council regarding climate change, energy efficiency, what other cities are achieving, how College Station can benefit from "going green", and requested to discuss with the City Council the "Cool Cities" program.

Hugh Lindsay, 400 Walton, expressed comments pertaining to the difficulties related to residents occupying rental homes and the number of unrelated residence permitted to reside in a single family residence. He expressed the urgency to implement rental regulations.

Jerry Cooper, 602 Bell Street, encouraged the City Council to implement a rental registration program; and encouraged separation of the overlay ordinance from other UDO matters. He pointed out that this is a community problem and encouraged the City Council to decrease the number of unrelated residence permitted to reside in a single family residence.

Mike Luther, 614 Welsh, displayed comments regarding the students living within a single family dwelling units and concurred with Mr. Cooper comments.

Consent Agenda

Mayor Pro Tem Gay moved to approve Consent Agenda Item No. 2a-2e, 2g-2l. Council member Massey seconded the motion, which carried unanimously, 7-0. Council member McIlhaney abstained from Consent Agenda Item No. 2j.

2a. Approved by common consent minutes for November 5, 2007.

2b Approved by common consent the purchase of an automatic tarping machine to be used by the Brazos Valley Solid Waste Management Agency in the amount of $84,047.00

2c. Approved by common consent a purchase orders not to exceed $60,000 with Azteca systems for additional capabilities of the City Works program to provide Asset Management functions for the Water Services Department.

2d. Approved by common consent the second reading of a franchise agreement with budget Rolloffs for collection, hauling and disposal services for residential construction debris solid waste.

2e. Approved by common consent **Resolution No. 11-19-2007-2e** approving a renewal of an annual price agreement with Trianim for $32,931.51 and Boundtree Medical for $20,806.68 not to exceed $53,738.19 for EMS Supplies.

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 EMERGENCY MEDICAL SUPPLIES FROM TRI-ANIM AND BOUNDTREE MEDICAL.

2f. Presentation, possible action and discussion regarding a resolution of the City Council of the City of College Station, Texas, approving and setting fees for Parks and Recreation activities and facilities. *This item was postponed until the December 4, 2007 meeting.*

2g. Approved by common consent an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Arlington, Texas.

2h. Approved by common consent **Resolution No. 11-19-2007-2h** approving an agreement with The 12th Man Foundation for placement of banners on street light poles.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE DISPLAY OF SIGNS IN RECOGNITION OF THE 12TH MAN FOUNDATION.

2i Approved by common consent a real estate option contract with Mervin Peters to purchase conservation and access easement on approximately 59.4 acres of land, at an option cost of $5,940.00. The total purchase price for the easements will be $311,860.00. This property acquisition is necessary to meet federal agency mitigation requirements for wetlands at the new landfill site on State Highway 30.

2j. Approved by common consent expenditures of $298,965 for stop loss insurance with Blue Cross Blue Shield of Texas for our self-funded employee medical plan for 2008. *Council member McIlhaney abstained from voting on this item.*

2k. Approved by common consent ratification of $180,000 for the 2007 expenses for the Pharmacare prescription plan.

2l. Approved by common consent **Resolution No. 11-19-2007-2l** approving an Interlocal agreement between the City of College Station and the Region IV Education Service Center (TCPN) for the purpose of fulfilling the respective public and governmental purposes, needs, objectives and programs in the purchasing of supplies, equipment, and services.

A RESOLUTION OF THE CITY COUNCIL FO THE CITY OF COLLEGE STATION, COLLEGE STATION, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE REGION 4 EDUCATION SERVICE CENTER, WHICH SPONSORS THE COOPERATIVE PURCHASING NETWORK (TCPN), PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CITY MANAGER

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AS THE OFFICIAL REPRESENTATIVE OF THE CITY OF COLLEGE STATION RELATING TO THE PROGRAM.

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the comprehensive Land Use Plan for Single Family-Medium Density to Office for 2.76 acres located at 1103 Rock Prairie Road, generally located between Rio Grande Drive and Westchester Avenue.

Mr. Schubert presented agenda items 1 and 2 together.

Staff Planner Jason Schubert presented a brief overview of the proposed Comprehensive Land Use Plan amendment and the proposed rezoning. The Planning and Zoning and staff recommended approval of the proposed amendment and rezoning.

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

Mayor Pro Tem Gay moved to approve **Ordinance No. 3021** amending the comprehensive Land Use Plan for Single Family-Medium Density of Office for 2.76 acres located at 1103 Rock Prairie Road generally located between Rio Grand Drive and Westchester Avenue. Council member Scotti seconded the motion, which carried unanimously, 7-0.

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

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE PLAN LAND USE MAP, FOR THE AREA LOCATED AT 1103 ROCK PRAIRIE ROAD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Gay moved to approve **Ordinance No. 3022** rezoning 2.76 acres located at 1103 Rock Prairie Road from R-4, Multi-family to A-P, Administrative Professional.
FOR: White, Gay, Crompton, Massey, McIlhaney, Scotti, Ruesink
AGAINST: None

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

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on the an ordinance rezoning 2.76 acres located at 1103 Rock Prairie Road from R-4, Multi-family to A-P, Administrative Professional.
Refer to regular agenda item No. 1.

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Regular Agenda Item No. 3 – Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Institutional and Floodplain and Streams to Planned Development and Floodplain and Streams for 7.60 acres located at 2021 Harvey Mitchell Parkway in the general vicinity of the intersection with Rio Grand Drive.

Staff Planner Jason Schubert presented a staff report. The Planning and Zoning Commission recommended denial of the original request (Institutional and Floodplain & Streams to Residential Attached and Floodplain & Streams) and recommended Planned Development and Floodplain & Streams. Mr. Schubert pointed out that the members of the adjacent neighborhood expressed concerns regarding density, traffic, drainage, sanitary sewer capacity, and noise. Staff recommended denial of the original request which would designate the subject property as Residential Attached and reduce the area of Floodplain & Streams on it.

Mayor White opened the public hearing. The following citizens addressed the City Council regarding the proposed amendment.

Jane Kee from IPS Group, 511 University Drive E. Suite 205
Peter Bloom 1312 Angelina
Valerie Balester, 1315 Angelina
Valerie Blaster, 1315 Angela Circle
George Ray McEachern, 1309 Angelina Circle
Dr. Rod O'Conner, 1300 Angelina Circle
Carol Nichols, 1317 Angelina Court
Spencer Johnston, 1303 Augustine
Jean Gold, 1306 Angelina Court
Vellas Spiros, 1315 Angelina

Mayor White closed the public hearing.

Council member Scotti moved to approve **Ordinance No. 3023** amending the Comprehensive Land Use Plan from Institutional and Floodplain and Streams to Planned Development and Floodplain and Streams for 7.60 acres. Council member Gay seconded the motion, which carried by a vote of 5-2.

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

Council member Massey moved to amend the motion to refer this item back to the Planning and Zoning Commission for their approval of the Planned Development and Floodplain and Streams. Council member McIlhaney seconded the motion, which failed by a vote of 5-2.

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

Council returned to the original motion.

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AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPRENENSIVE PLAN LAND USE MAP, FOR THE AREA LOCATED AT 2021 HARVEY MITCHELL PARKWAY, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Regular Agenda Item No. 4 – Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Industrial/Research and Development and TAMU to Institutional and to remove two unnamed minor collectors from the comprehensive thoroughfare Plan for approximately 56 acres located at 3800 Raymond Stotzer Parkway, generally located west of the intersection of Raymond Stotzer Parkway and Harvey Mitchell Parkway north of Easterwood Airport.

Staff Planner Lindsay Boyer described the proposed Comprehensive Land Use Plan Amendment. The Planning and Zoning Commission and staff recommended approval of the proposed amendment.

Mayor White opened the public hearing.

Chris Rode, 8414 Shadow Oaks

Mayor White closed the public hearing.

Council member Massey moved to approve **Ordinance No. 3024** amending the Comprehensive Land Use Plan from Industrial Research and Development and TAMU to Institutional and to remove tow unnamed minor collectors from the Comprehensive Thoroughfare Plan from approximately 56 acres located at 3800 Raymond Stoter Parkway, located west of the intersection of Raymond Stotzer Parkway and Harvey Mitchell Parkway north of Easterwood Airport. Council member Ruesink seconded the motion

Mayor Pro Tem Gay amended the motion to include the removal of one unnamed minor collector, and a portion of another minor collector from the Thoroughfare Plan. Council member Scotti seconded the motion, which carried unanimously, 7-0.

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

Council recessed for a short break at 8:50 p.m. and reconvened the regular meeting at 9:00 p.m.

Regular Agenda Item No. 5 – Presentation, possible action, and discussion regarding annexation development agreements and annexation plan update.

Assistant Director of Planning and Development Services noted that a recent change in the Texas Local Government Code provides that a City may not annex an area that is appraised as agricultural without first offering a development agreement. In compliance with this

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requirement, the City of College Station mailed fifty-eight (58) annexation development agreement offers to owners of property located within areas identified for annexation under the exempt status. The development agreements contained the following provisions:

- A guarantee that the City will not annex the property for a period of ten (10) years unless the terms of the agreement are violated.
- A promise by the owner(s) to use the property in a way that is consistent with the City's A-O (Agricultural Open) zoning district.
- A promise by the owner that no person will file a plat or related development document for the property.
- A provision that a violation of the agreement by the landowner by commencing development will constitute a petition for voluntary annexation.
- A provision requiring building construction allowed by the agreement to comply with the applicable City codes and ordinances.
- A provision that the agreement be recorded in the property records at the County Clerk's Office so that the agreement will run with the land.

Twenty-nine (29) development agreements were returned to the City which represented 3,426.78 acres or approximately 51% of the property identified for annexation under the exempt status.

Staff recommended approval of the annexation development agreements.

Mayor Pro Tem Gay moved to approve the annexation development agreements. Council member Scotti seconded the motion, which carried unanimously, 7-0.

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

Regular Agenda Item No. 10 – Presentation, possible action, and discussion to approve a resolution appointing David Coleman as a member of the Brazos Valley Groundwater Conservation District Board of Directors, subject to confirmation by the Brazos County Commissioners Court.

Deputy City Manager Terry Childers noted that staff recommended the City Council appoint a replacement for John Woody, who recently retired from the City to serve an unexpired term to January 1, 2011. As required by House Bill 1784, section 2.11(3), this appointment by the City must be confirmed by the Brazos Valley Commissioners Court.

Council member Crompton moved to approve **Resolution No. 11-19-2007-10** appointing David Coleman as a member of the Brazos Valley Groundwater Conservation District Board of Directors for the unexpired term. Mayor Pro Tem Gay seconded the motion, which carried unanimously, 7-0.

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

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DESIGNATING DAVID M. COLEMAN, THE COLLEGE STATION WATER SERVICES DEPARTMENT DIRECTOR, AS THE CITY'S REPRESENTATIVE TO THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS.

Regular Agenda Item No. 6 – Public hearing, presentation, possible action, and discussion regarding a Comprehensive Pan Amendment to remove the Eisenhower Street major collector between University Drive and Walton Drive from the Thoroughfare Plan.

Transportation Planner Ken Fogle described the Comprehensive Plan Amendment to remove the Eisenhower Street major collector between University Drive and Walton Drive from the Thoroughfare Plan. The Planning and Zoning Commission and staff recommended denial of the proposed Comprehensive Plan Amendment.

Mayor White opened the public hearing. Tim Ware, 526 University Drive supported the removal of Eisenhower Street. Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to deny the amendment to remove the Eisenhower Street major collector between University Drive and Walton Drive from the Thoroughfare Plan. Council member McIlhaney seconded the motion, which carried unanimously, 7-0.

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

Regular Agenda Item No. 7 -- Presentation, possible action, and discussion on a funding agreement between the City of College Station and the Arts Council of Brazos Valley for FY 08 in the amount of $200,000 for Arts Council Affiliate funding; and presentation, possible action, and discussion on approving the portion of the budget of the Arts Council of Brazos Valley funded with Hotel Tax funds.

This item was postponed and placed on a future agenda.

Regular Agenda Item No. 8 -- Presentation, possible action, and discussion on a Tables and Banquets Sponsorship policy.

Chief Financial Officer Jeff Kersten remarked that the proposed policy is intended to be a starting point for discussion to seek direction on a policy for City sponsorships of community activities.

The proposed policy contained three objectives:

1. To provide a statement of policy for City sponsorships including the purchase of tables and seats at fundraising events for organizations in the community.
2. To provide specific guidelines to community organizations seeking City sponsorship or event participation.

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3. To establish clear guidelines and procedures to be administered by the City Manager through the direction of the City Council to provide for City sponsorships that enhances and fosters strategic goals of the City of College Station.

Council member Crompton moved that any sponsorship funding be limited to the purchase of a table at the Annual Chamber of Commerce Banquet, and the purchase of individual tickets to be be no more than three Council members at other affairs deemed by the City Council that a presence by a city representatives is desirable. Acceptance to attend these functions may be granted by the City Council through the Mayor and City Manager placing such exemption request on the consent agenda. Council member McIlhaney seconded the motion, which carried by a vote of 4-3.

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

Council member Ruesink amended the motion to include a city management staff member to attend the functions in addition to Council members. Motion failed due to a lack of receiving a second to the motion .

Regular Agenda Item No. 9 – Presentation, possible action, and discussion regarding the City's appointment to the Research Valley Innovation Center (RVIC) Advisory Council.

Council member Scotti presented a brief overview of the City's appointment to the Research Valley Innovation Center (RVIC) Advisory Council.

Council member Scotti moved to appoint Marcus J. Lockard to the Research Valley Innovation Center Advisory Council. Gay seconded the motion, which carried unanimously 7-0.

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

Council returned to the workshop agenda.

Workshop Agenda Item No. 4 -- Council Calendars
Council reviewed their calendars.

Workshop Agenda Item No. 5 -- 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 Ruesink requested a workshop agenda item regarding the City of College Station recycling program and disposal of computer items. Motion failed by a lack of a second.

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Council member McIlhaney requested a workshop agenda item regarding visioning to discuss future goals. Council member Massey suggested a retreat setting in the near future. Council members concurred.

Workshop Agenda Item No. 6 -- 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 Crompton presented a report from his attendance to the BVSWMA meeting.

Council member Massey presented a brief report on the agenda items discussed at the Intergovernmental Committee meeting.

Council member Ruesink described the fund raiser tour for the Sisters Cities.

Mayor White presented a brief report of the National League of Cities Conference.

Regular Agenda Item No. 11 – Adjourn

Hearing no objections, Mayor White adjourned the meetings at 10:18 p.m. on Monday, November 19, 2007.

PASSED and APPROVED this 13th day of December, 2007.

APPROVED:

_____
Mayor Ben White

ATTEST:

_____
City Secretary Connie Hooks

DRAFT

December 13, 2007
Consent Agenda 2b
Construction and Demolition Debris Hauling Franchise

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the third and final reading of a franchise agreement with Budget Rolloffs for collection, hauling and disposal services for residential construction debris solid waste.

Recommendation(s): Staff recommends approval.

Summary: The proposed non-exclusive five (5) year franchise agreement allows for the collection, hauling and disposal services for residential construction and demolition debris generated within the corporate limits of the City of College Station. The franchise agreement ensures the service provided by Budget Rolloffs will not compete with services currently provided by the City.

If approved, Budget Rolloffs will be allowed to place containers not to exceed fifteen (15) cubic yards in volume at residential construction sites for the purpose of collecting, hauling and disposal of construction debris. This company was recently given the opportunity to act as the exclusive waste hauler for Home Depot. This service will be offered to Home Depot customers only and will provide temporary roll off services for disposal of construction materials and general trash.

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

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

Budget & Financial Summary: The franchise agreement requires Budget Rolloffs to pay five percent (5%) of their monthly gross delivery and hauling revenues generated from providing demolition and construction debris roll-off container collection services in the City excluding landfill tipping charges.

Attachments:

1. Franchise Ordinance

ORDINANCE NO. _____

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

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

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

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

WHEREAS, BUDGET ROLLOFFS desires to obtain a franchise to provide for the collection, hauling and disposal of construction debris solid waste from the City of College Station;

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

I.
DEFINITIONS

1. Franchise Agreement means this franchise between the City of College Station and BUDGET ROLLOFFS for provision of a residential roll-off container demolition and construction debris collection service within the City of College Station, under certain terms and conditions set out herein.

2. BUDGET ROLLOFFS is a sole proprietorship doing business as BUDGET ROLLOFFS conducting residential waste hauling services.

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

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

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

6. Customers means those areas zoned for single family, duplex, and quadraplex uses located within the CITY that generate demolition and construction debris. Not included are multi-family dwellings that are attached to each other such as but not limited to apartments and townhomes.

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

8. Roll-Off Containers or container means that type of solid waste industry container loaded by winch truck not to exceed fifteen (15) cubic yards in volume.

9. Residential customers means any residential dwelling that is owned or occupied by a resident in the CITY whether as owner, lessee or tenant.

II.
GRANT OF NONEXCLUSIVE FRANCISE

For and in consideration of the compliance by BUDGET ROLLOFFS with the covenants and conditions herein set forth CITY hereby grants to BUDGET ROLLOFFS a NONEXCLUSIVE franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting only demolition and construction debris from residential customers in those areas zoned for single family, duplex, triplex and quadraplex within the jurisdictional limits of CITY using roll-off containers.

III.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by ASSISTANT DIRECTOR OF PUBLIC WORKS, BUDGET ROLLOFFS shall utilize the BVSWMA landfill located on Rock Prairie Road, College Station, Texas or any other site designated for their municipal solid waste disposal for the disposal of all demolition and construction debris collected by

BUDGET ROLLOFFS under this Franchise Agreement. **BUDGET ROLLOFFS shall not dispose of any asbestos or other hazardous wastes at the BVSWMA landfill.**

IV.
RATES TO BE CHARGED BY BUDGET ROLLOFFS

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

V.
PAYMENTS TO CITY

For and in consideration of the grant of the franchise herein, BUDGET ROLLOFFS agrees and shall pay to CITY upon acceptance of this Franchise Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of BUDGET ROLLOFFS' monthly gross delivery and hauling revenues generated from BUDGET ROLLOFFS' provision of demolition and construction debris roll-off container collection services within the CITY excluding landfill tipping charges. This exclusion is limited only to the amount BVSWMA charges BUDGET ROLLOFFS for landfill tipping charges. Any revenue received by BUDGET ROLLOFFS in excess of the landfill tipping charges will be subject to the franchise fee and shall be computed into BUDGET ROLLOFFS' monthly gross delivery and hauling revenue. Said payment shall be paid quarterly to the City Manager or his delegate and shall be due by the twentieth of the month following the end of the previous quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding amount owed under this Article V.

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

VI.
ACCESS TO RECORDS & REPORTING

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

The following records and reports shall be filed quarterly with the City Manager or his delegate:

A. Reports of the results of all complaints and investigations received and action taken by BUDGET ROLLOFFS.

B. A listing of all BUDGET ROLLOFFS accounts served and monthly revenue derived from roll-off containers placed in the CITY under terms of this franchise. The reports will include customer's name, address, frequency of pick-up, size of container, and monthly charges.

VII.
PLACEMENT OF ROLL-OFF CONTAINERS

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

VIII.
CONTAINER AND EQUIPMENT MAINTENANCE

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

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

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

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

IX.
COMPLAINTS REGARDING SERVICE/SPILLAGE

BUDGET ROLLOFFS shall handle directly any complaints pertaining to customer service, property damage or personal injury from their roll-off container service. Any such complaints received by CITY shall be forwarded to BUDGET ROLLOFFS within twenty-four (24) hours of their receipt by CITY. BUDGET ROLLOFFS shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from CITY, resolve such complaints promptly and shall report to CITY the action taken. Failure by BUDGET ROLLOFFS to respond and report to

CITY on action taken within this twenty-four (24) hour period may subject BUDGET ROLLOFFS to a $50.00 per incident charge from CITY payable with the next payment due CITY under Article V of this Franchise Agreement.

X.
COMPLIANCE WITH LAWS

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

XI.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

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

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

XII.
OWNERSHIP OF MATERIALS

BUDGET ROLLOFFS assumes responsibility under this Franchise Agreement for all demolition and construction debris to be collected by it and its customers. Specifically, the City of College Station assumes no ownership, responsibility or obligations of any kind accruing pursuant to this Franchise Agreement with respect to the debris to be collected by BUDGET ROLLOFFS and its customers.

XIII
CITY SERVICE

BUDGET ROLLOFFS agrees to provide free service to CITY following natural disasters or Acts of God.

XIV.
INTERRUPTION OR TERMINATION OF SERVICE

A. Termination in Service. In the event that BUDGET ROLLOFFS terminates service to any customer within the CITY's limit, BUDGET ROLLOFFS must

notify CITY through registered mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this contract and CITY may invoke the provisions of Article XV of this Franchise Agreement (FAILURE TO PERFORM).

XV.
FAILURE TO PERFORM

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

XVI.
INDEMNIFICATION

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

BUDGET ROLLOFFS shall indemnify and hold CITY harmless for any disposal of any solid waste for which the BVSWMA landfill is not permitted whether intentional or inadvertent.

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

BUDGET ROLLOFFS agrees to and shall indemnify and hold the CITY , its officers, agents and employees, harmless from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind and character, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the services provided and business operated by BUDGET ROLLOFFS under this Franchise Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

XVII.
INSURANCE

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

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

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

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before BUDGET ROLLOFFS provides services in the CITY.

A. STANDARD INSURANCE POLICIES REQUIRED

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

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. **General Liability and Automobile Liability insurance shall be written by a carrier with a A- VII or better rating in accordance with the current Best Key Rating Guide.**
2. **Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.**
3. **Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.**
4. **Claims Made Policies will not be accepted.**
5. **The City of College Station, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.**
6. **A Waiver of Subrogation in favor of the City of College Station with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.**
7. **Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.**
8. **Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.**

C. COMMERCIAL GENERAL LIABILITY

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

D. AUTOMOBILE LIABILITY

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

E. WORKER'S COMPENSATION

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

F. CERTIFICATES OF INSURANCE

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

XVIII.
ASSIGNMENT

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

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

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

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

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

XX.
AD VALOREM TAXES

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

XXI.
NOTICES AND PAYMENTS

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

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

Mike Brannon
Owner
Budget Rolloffs
8408 Quebe Road
Brenham, TX 77833

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

XXII.
PENALTY

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

XXIII.
AMENDMENTS

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

XXIV.
SEVERABILITY

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

XXV.
AUTHORIZATION TO EXCECUTE

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

XXVI.
TERM OF FRANCHISE.

The term of this Franchise Agreement shall be for a period of five (5) years beginning on the 11th day of February, 2008.

XXVII.
ACCEPTANCE OF FRANCHISE

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

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

XXVIII.
PUBLIC MEETING

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

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

BUDGET ROLLOFFS

BY: _____
Mike Brannon, Owner

Date: 10-29-2007

CITY OF COLLEGE STATION

BY: _____
Ben White, Mayor

Date: _____

ATTEST:

_____
CONNIE HOOKS, City Secretary
Date: _____

APPROVAL:

_____
GLENN BROWN, City Manager
Date: _____

_____
JEFF KERSTEN, Chief Financial Officer
Date: _____

_____
City Attorney
Date: 11-1-07

First Consideration and Approval: _____

Second Consideration and Approval: _____

Third Consideration and Approval: _____

Exhibit "A"

SCHEDULE OF RATES

10 yard Container (14'L x 8'W x 3'H)	**$195 includes 2 tons**
15 yard Container (16'L x 8'W x 4'H)	**$250 includes 3 tons**

Exhibit "B"

CERTIFICATES OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MW
BUDROLL

DATE (MM/DD/YYYY)
10/11/07

PRODUCER

VanDyke, Rankin & Company, Inc
211 S. Austin
Brenham TX 77833
Phone: 979-836-5636 Fax: 979-836-5059

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

INSURED

Budget Roll-offs Service, LLC
Mike Brannon
8408 Quebe Rd
Brenham TX 77833

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Burlington Insurance Company	
INSURER B:	Southern County Mutual Ins. Co	27863H
INSURER C:	Texas Mutual Insurance Company	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	493B002662	02/08/07	02/08/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000. $ 1,000,000 $ 2,000,000 $ Included
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	STC571988	02/08/07	02/08/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	10/12/07	10/12/08	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
		OTHER					

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

City of College Station is shown as an additional insured in reference to the general liability & Auto Policices. A waiver of subrogation is added in favor of the City of College Station on the general liability, Auto & Workers Comp. Policies.

CERTIFICATE HOLDER

CITCOLL

City of College Station
P.O. Box 9960
College Station TX 77840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Randy D. Weidemann, LUTCF

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IMPORTANT

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

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

DISCLAIMER

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

December 13, 2007
Consent Agenda Item 2c
Conveyance of 1115 Georgia to B/CS Habitat for Humanity, Inc.

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption:
Presentation, possible action, and discussion regarding a Resolution approving a Real Estate Contract to transfer ownership of 1115 Georgia Street, an undeveloped residential lot, to the local Habitat for Humanity affiliate.

Recommendation(s):
Staff recommends approval for the Mayor to sign the resolution and deed conveying this property to B/CS Habitat for Humanity, Inc. for development as owner-occupied, low-to-moderate income housing.

Summary:
The subject property was acquired by the City to help promote redevelopment in this neighborhood and to provide affordable home-ownership opportunities for lower-income homebuyers. B/CS Habitat for Humanity has identified this lot as a favorable location for one of their client families, and is requesting that the lot be transferred to Habitat for Humanity, Inc. for that express purpose.

Budget & Financial Summary:
Community Development Block Grant Funds (CDBG) in the amount of $55,298 were used to acquire this property in March 2006. Additionally, CDBG funds in the amount of $7,870 were used to demolish the existing dilapidated structure in September 2006. The current assessed value of this residential lot is $12,000 and the estimated purchase price is $19,118.

Attachments:

1 - Resolution
2 - Real Estate Contract
3 - Letter from Habitat for Humanity Requesting the Property
4 - Map Showing Location of the Subject Property

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE REAL ESTATE CONTRACT WITH THE BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.

WHEREAS, the City of College Station, Texas ("City" hereinafter) has adopted the strategy of promoting revitalization and redevelopment of challenged areas through the promotion and development of low-to-moderate income housing;

WHEREAS, Bryan/College Station Habitat for Humanity, Inc., through its Methods of Operation as set forth in its Affiliate Covenant agreement between the local affiliate and Habitat for Humanity International, shares this common goal with the City;

WHEREAS, the City has previously acquired real property, Lot 1, Block 10, McCulloch's Subdivision (1115 Georgia), College Station, Brazos County, Texas ("Land" hereinafter) by means other than condemnation;

WHEREAS, Bryan/College Station Habitat for Humanity, Inc., a non-profit corporation, has requested that the City convey this property to facilitate each entity's mutual objective of providing for the development of adequate, decent, safe, and sanitary low-to-moderate income housing for the City's citizens;

WHEREAS, the City has determined that transfer of the Land to the Bryan/College Station Habitat for Humanity, Inc., will facilitate development of the Land into low-to-moderate income housing and thereby serves a valid public purpose; and

WHEREAS, the City has determined that the Bryan/College Station Habitat for Humanity, Inc., is qualified to receive real property conveyances pursuant to LOCAL GOVERNMENT CODE §§ 272.001(g), 253.011 and applicable Department of Housing and Urban Development Regulations, 24 CFR 570.201 (a) & (b); now, therefore,

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

PART 1: That the City Council hereby finds that the City is authorized to convey land to Bryan/College Station Habitat for Humanity, Inc., a non-profit corporation, for the development of low to moderate income housing.

PART 2: That the City Council hereby approves the Real Estate contract with Bryan/College Station Habitat for Humanity, Inc. to convey Lot 1, Block 10, McCulloch's Subdivision (1115 Georgia).

PART 3: That the City Manager is hereby authorized to execute the Real Estate contract upon passage.

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

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

ATTEST:

_____
City Secretary

APPROVED:

_____
MAYOR

APPROVED:

_____
City Attorney

City Of College Station
Real Estate Contract
with
Bryan/College Station Habitat for Humanity, Inc.

This contract is made and entered into on this the 14th day of December, 2007, by and between the CITY OF COLLEGE STATION ("City" and/or "Grantor" hereinafter), a Home Rule Municipal Corporation incorporated under the laws of the State of Texas, and BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC. ("Agency" and/or "Grantee" hereinafter), a Texas non-profit corporation.

WHEREAS, the City has the objective of providing for the development of low-to-moderate-income housing for citizens of the City through its Economic and Community Development Department;

WHEREAS, the Agency, through its Methods of Operation set forth in a separate agreement ("Affiliate Covenant") between the Agency and Habitat for Humanity International, shares this common goal with the City;

WHEREAS, the City has previously acquired certain real property ("Land" hereinafter, further identified herein below) by means other than condemnation;

WHEREAS, the Agency has requested that the City convey said Land to the Agency to facilitate their mutual objective of providing for the development of adequate, decent, safe, and sanitary low-to-moderate-income housing for the City's citizens;

WHEREAS, the City has determined that transfer of the Land to the Agency will facilitate development of the Land into low-to-moderate-income housing and thereby serves a valid public purpose;

WHEREAS, the City has determined that the Agency is qualified to receive real property conveyance(s) pursuant to Local Government Code §272.001(g), Local Government Code §253.011, and applicable Department of Housing and Urban Development regulations; and

WHEREAS, the City has determined that it is appropriate to convey title of the Land to the Agency to facilitate the development of adequate, decent, safe, and sanitary low-to-moderate-income housing for the City's citizens;

NOW, THEREFORE, the City and the Agency for and in consideration of the covenants and promises as set forth herein, do agree as follows:

Contract No.: _____

TERMS AND CONDITIONS:

Article I – Conveyance(s)

1. For the consideration of ten dollars ($10) and the further covenants and promises contained herein, the City shall provide to the Agency a Special Warranty Deed conveying the following real property for the purposes described herein:

1.1. 1115 Georgia Street, College Station, Texas, herein referred to as the "Land", being more particularly described by its legal description as follows:

Lot One (1), Block Ten (10), McCULLOCH'S SUBDIVISION, an addition to the City of College Station, Texas, according to plat recorded in Volume 362, Page 827, Deed Records, Brazos County, Texas.

2. The Agency acknowledges and agrees that said Special Warranty Deed shall contain the following reservations and/or exceptions, among others as may be deemed appropriate in the sole discretion of the City, from and to conveyance and warranty of the particular tract listed above:

2.1. This conveyance is conditioned on the construction of a dwelling meeting the specifications in paragraph 4.3 of this agreement, and HUD approved requirements on the property within eighteen (18) months from date of this deed. If GRANTEE does not complete construction of such dwelling in the time period allotted, GRANTOR shall have an automatic reversion of GRANTOR's interest. It is further conditioned on and Agency agrees that such dwelling shall provide low-to-moderate-income housing and thereby serves a valid public purpose.

2.2 The Agency shall facilitate development of the land into low-to-moderate-income housing. If the Agency at any time fails to use the property for development of low-to-moderate-income housing, ownership of the property automatically reverts to the City.

3. The Agency agrees that any subsequent conveyance of the Land or any portion thereof by the Agency shall be by Special Warranty Deed, to provide housing for a low-to-moderate-income family.

Article II – Construction of Dwelling Unit(s)

4. The Agency agrees to the following terms and conditions regarding construction of dwelling unit(s) on each tract of land described herein:

4.1. The Agency, having previously inspected the property to determine the feasibility of low-to-moderate-income dwelling development, will accept the conveyance of

the property and shall complete the construction of the dwelling unit ***not later than*** June 14, 2009. **Failure to complete construction by the stated date shall constitute grounds, pursuant to this Contract, for the City to exercise its reversionary interest in the tract of land.**

4.2 At Closing, the Agency shall dedicate, at no cost, a Blanket Utility Easement in the form attached hereto as Exhibit A.

4.3 The City's Economic and Community Development Department shall have final approval of design for the project. Exterior construction shall consist of a minimum of 25% brick veneer, with the remainder being fiber-cement siding. The brick portion will be applied in wainscot fashion around the complete exterior, with the brick extending from the slab up to a reasonable and aesthetically appropriate height. Agency shall submit final plans and specifications to the City's Economic and Community Development Department, and shall comply with all other applicable City of College Station ordinances prior to commencement of construction, or the City may terminate this agreement.

Article III – Property Maintenance

5. As part of the consideration for the conveyance described above, the Agency agrees to comply with all of the following terms in reference to the Land and the contemplated dwelling (the Property) for so long as the Agency holds title to the Land:

5.1. The Property must be constructed and maintained to meet all applicable City code requirements;

5.2. All debris on the Property, both during and after construction, must be regularly collected in a neat and orderly manner and properly disposed;

5.3. All vegetation on the Property, including any lawn, turf, shrubs, bushes, and trees, must be maintained and trimmed on a regular basis;

5.4. The interior of the dwelling shall be kept in a clean and sanitary living condition;

Article IV – Records and Reports

6. The Agency shall submit activity reports during construction to the City as may be required in writing by the City. The format of such reports shall, at a minimum, consist of a narrative summary of activities and an activity report that describes the client(s) served by the Agency through the Land conveyance under this Contract. The Agency will maintain supporting back-up documentation regarding all reports and make such available to the City upon request. Final activity report(s) and reimbursement request(s), including documentation, shall be

submitted to the City within thirty (30) days following the sale of the property. Such final report(s) shall include information on the following: racial and ethnic identification; household income information as to whether low or moderate income (as stipulated by HUD regulations); head of household status; and city of residence status.

Article V – Administrative Requirements

7. The Agency further agrees to comply with all the terms and conditions contained in the City's Community Development Administrative Guidelines and the Deed referenced in paragraph 1, *et seq.*, herein.

8. The Agency further agrees to comply with all applicable local, State, and Federal laws, ordinances, and regulations, including but not limited to HUD requirements and the following:

8.1. For any property rehabilitated under this Contract that lies within the 100 year flood plain, the Agency agrees to purchase Federal Flood Insurance as required under the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et. Seq.

8.2. The Agency agrees to comply with the policies and procedures relating to removal and non-use of lead-based paints in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4822, and the implementing regulations at 24 C.F.R. § 35.

Article VI – General Provisions

9. The City and the 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 this Contract, has any personal interest, direct or indirect, in this Contract.

10. The Agency certifies that it will not limit services or give preference to any person assisted through this Contract on the basis of race, color, religion, sex, national origin or disability.

11. The parties to this Contract agree and understand that the Agency is an independent contractor and not an agent or representative of the City, that the obligation to compensate Agency's employees and personnel furnished or used by the Agency to provide the services specified herein shall be the sole responsibility of the Agency, and that said employees and personnel shall not be deemed employees of the City for any purpose.

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

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

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

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

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

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

18. This Contract 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 Contract.

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

20. If any provision of this Contract 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 Contract with legal terms and conditions approximating the original intent of the parties.

21. It is understood that this Contract contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Contract exist. This Contract 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 Contract shall affect or modify any of the terms or obligations hereunder.

22. 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. Written notices shall be delivered as follows unless otherwise notified by either party:

Agency:

Attn:_____
Bryan/College Station Habitat for Humanity, Inc.
119 Lake Street
Bryan, Texas 77801

City:

Attn: David Gwin
Economic & Community Development
City of College Station
1207 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

23. Headings provided herein are for convenience only and in no manner limit or effect the provisions contained herein.

EXECUTED this _____ of _____, 2007.

CITY OF COLLEGE STATION

By:_____
Glenn Brown, City Manager

BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC.

By: Patricia G. Burk
Printed Name: Patricia G. Burk
Title: Executive Director

Contract No.: _____

APPROVED:

Angela M Wilkes

City Attorney Dated

Jeff Kersten, Chief Financial Officer Dated

David Gwin, Director of Economic & Community Development. Dated

STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by Glenn Brown, as City Manager of the City of College Station, Texas, Texas Home Rule Municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 4TH day of DECEMBER, 2007, by PATRICIA G. BURK, as EXECUTIVE DIRECTOR of BRYAN/COLLEGE STATION HABITAT FOR HUMANITY, INC., a Texas non-profit organization, on behalf of said organization.

VIRGIL E. BARTON
Notary Public, State of Texas
My Commission Expires
December 1, 2009

Notary Public in and for the State of Texas

Contract No.: _____

Bryan/College Station
Habitat for Humanity®

November 16, 2007

Mr. David Gwin, Director
Economic and Community Development
City of College Station
1207 Texas Ave.
Collge Station, TX 77840

Dear Mr. Gwin:

I write on behalf of the Board of Directors of Bryan/College Station Habitat for Humanity to request the donation of a lot at 1115 Georgia Street in College Station, for the construction of a simple, affordable home for a local family in need.

The donation of this lot will allow local volunteers to build a home for Brenda Rogers and her three children (Daniel - 9, Josue - 7 and Ingrid - 6) who currently live in a small 2 bedroom apartment in College Station.

Ms. Rogers works for Texas A&M University, where she is also earning a degree in education. She has attended all of Habitat's life skills classes and also completed all of her sweat equity requirements, turning down opportunities to have her home built in Bryan so that children would not have to change schools.

Funds for her home are not only available, but were approved by the Doak Trust in 2006 under the condition that the home be started before the end of this calendar year.

We appreciate all that the City of College Station has done for its citizens, especially for the low-income families we serve, and look forward to partnering with you in the construction of this home.

Thank you very much.

Sincerely,

Patricia G. Burk
Executive Director

119 Lake Street – Bryan, Texas 77801 * Phone: (979)823-7200 * Fax: (979)775-7412

1115 Georgia St

0 120 240 480 720 960 Feet

December 13, 2007
Consent Agenda
Agreement for Gasoline and Diesel Fuel

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on amending the annual agreement for gasoline and diesel fuel with Brenco Marketing Corp, contract no. 05-056; renew the amended contract for one year; and authorize the annual estimated expenditures with Brenco Marketing Corp. for $1,267,340.00.

Recommendation(s): Recommend approval of an amendment to the Annual Fuel contract, extending the original term of the agreement for up to two more renewals. Recommend approval of renewal of the amended contract and authorize annual estimated expenditures totaling $1,267,340.00 to Brenco Marketing Corp. The contract has firm fixed prices for profit and delivery, allowing us to pay cost (which fluctuates) plus markup. The terms and conditions of the original agreement remain unchanged for the renewal term. The annual estimated expenditures are based on current fuel volume and current market prices.

Summary: In December of 2004, the City of Bryan solicited bids for gasoline and diesel fuel on behalf of several local agencies including City of College Station, City of Hearne, Brazos County, Bryan ISD, College Station ISD and Texas A&M University. The joint RFP stipulated the terms of offer were for one (1) year (the original term) with the option for four (4) renewal periods. The City's standard contract term is one (1) year (original term) plus two renewal periods. Staff would like to amend our standard contract in order to extend the term of agreement for up to two (2) more years so that all the participating agencies will be on the same terms and rebid this together in two (2) years. The benefits to the City are the economies of scale contracting for a large volume of fuel with all participating agencies plus the time and effort to rebid this for just the City of College Station. This amendment and renewal agreement will allow the City to renew the agreement for a term of one year, December 20, 2007 through December 19, 2008. The amendment would allow one (1) more renewal term before this would need to be bid out again. Fuel is placed in inventory and charged to multiple departments/divisions as used. Fuel is available at three locations: Public Works Fleet Operations, BVSWMA and Public Utilities Warehouse.

Budget & Financial Summary: Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

Attachments:
Contract Amendment
Renewal Letter Acceptance

AMENDMENT
TO THE
ANNUAL FUEL CONTRACT
BETWEEN
CITY OF COLLEGE STATION AND BRENCO MARKETING CORP.

WHEREAS, the City of Bryan solicited bids in December 2004 for gasoline and diesel fuel on behalf of several local agencies including the City of College Station, City of Hearne, Brazos County, Bryan ISD, College Station ISD and Texas A&M University; and

WHEREAS, the City of College Station, Texas entered into a contract with Brenco Marketing Corp. on December 9, 2004 for the purchase of gasoline and diesel fuel, Contract No. 05-056; and

WHEREAS, the original contract was approved by the City Council on December 9, 2004;

WHEREAS, the City desires to amend the original contract to revise the term of the agreement, allowing the parties to renew the original terms and conditions for an additional two, one-year term(s).

NOW THEREFORE, for and in consideration of the recitation above and the covenants expressed hereinbelow, the parties agree to amend the original contract as follows:

I. Paragraph 2. Scope and General Conditions is amended to extend the original term of the agreement for up to two more renewals:

   2.04 The term of this Contract shall be for one (1) calendar year from the date hereof. Upon mutual consent of both parties, this Contract may be renewed on an annual basis thereafter for up to four (4) additional calendar years (5 years total).

II. All other terms and conditions of the original contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Annual Fuel Contract.

BRENCO MARKETING CORP.

By: Donald H Broach
Printed Name: DONALD H. BROACH
Title: PRESIDENT
Date: 11-29-07

CITY OF COLLEGE STATION

By:_____
Mayor
Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED:

_____
City Manager
Date:_____

Angela M DeLuca
_____
City Attorney
Date:_____

_____
Chief Financial Officer
Date:_____

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew contract #08-069, an annual price contract for diesel fuel and gasoline for the amount of $1,267,340.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning December 20th, 2007 through December 19th, 2008.

BRENCO MARKETING CORP.

Donald B Broad — 11-12-07

AUTHORIZED REPRESENTATIVE — DATE

CITY OF COLLEGE STATION

Mayor — DATE

ATTEST:

Connie Hooks, City Secretary — DATE

APPROVED:

City Manager — DATE

Angela M DeLuca

City Attorney — DATE

Director of Fiscal Services — DATE

STATE OF TEXAS **CORPORATE ACKNOWLEDGMENT**

COUNTY OF BRAZOS

This instrument was acknowledged on the 12TH day of NOVEMBER, 2007, by DONALD H. BROACH in his/her capacity as PRESIDENT of BRENCO Marketing Corp, a TEXAS Corporation, on behalf of said corporation.

CYNTHIA A. MASSEY
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
MARCH 31, 2010

Cynthia A. Massey
Notary Public in and for the
State of Texas

STATE OF TEXAS **ACKNOWLEDGMENT**

COUNTY OF BRAZOS

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

****

December 13, 2007
Consent Agenda
Resolution Determining Need
for the Utility Service Center Expansion Project

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion approving a Resolution Determining Need that identifies a tract of land needed for the Utility Service Center Expansion Project.

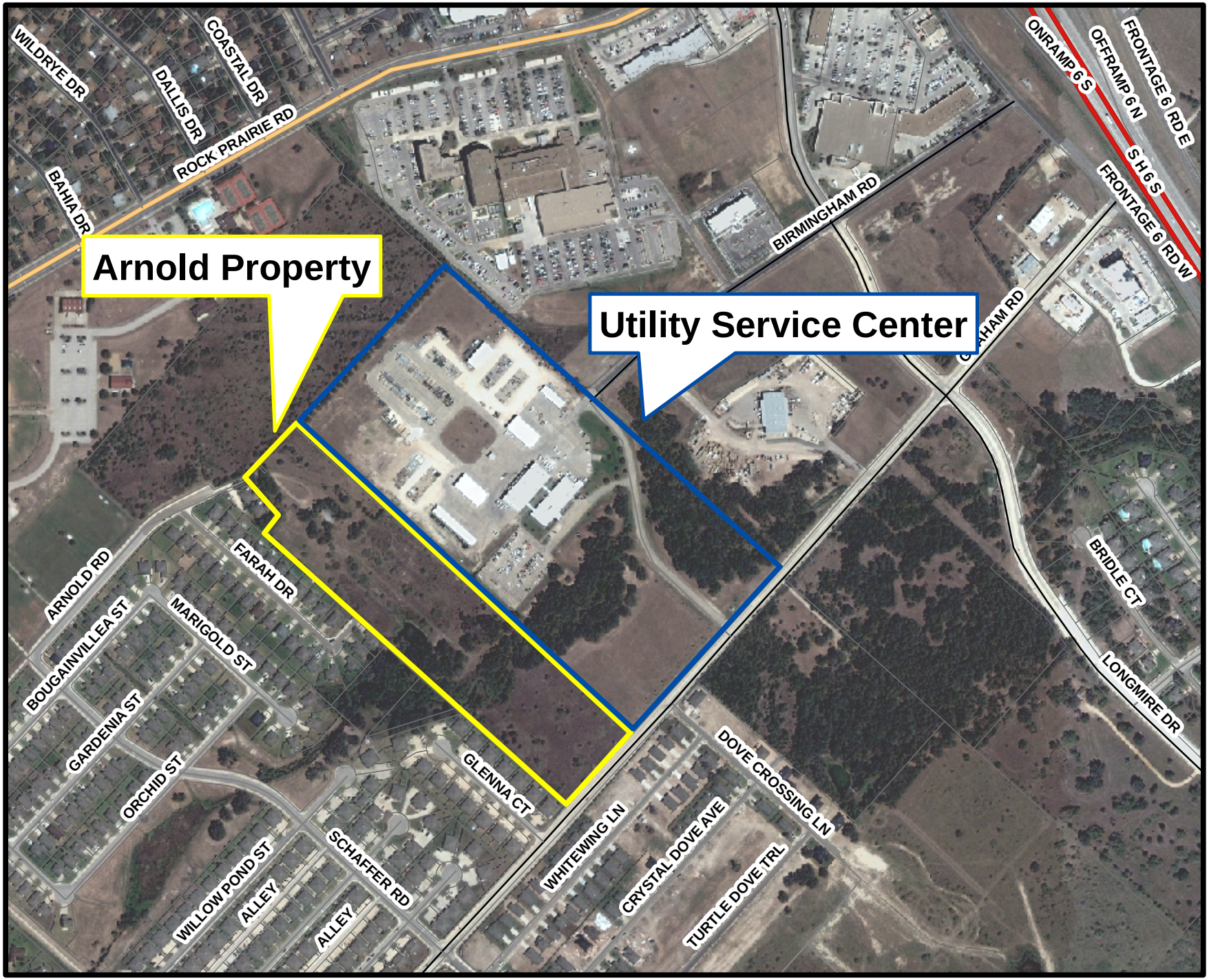
Recommendation(s): Staff is recommending that the Resolution be approved, which will authorize staff to negotiate for the purchase of 14.84 acres of land needed for the project. Upon completion of negotiations with the property owner, staff will then present a Real Estate Contract to Council for further consideration.

Summary: The land identified in the Resolution is a 14.84 acre tract on Graham Road, adjacent to the City's Utility Service Center. The property can be used for future expansion to the Utility Service Center and/or re-located Public Works operations.

Budget & Financial Summary: The purchase price for the property has not yet been determined. Funding for the purchase is budgeted and available in the
_____

Attachments:
Project Location Map
Resolution Determining Need

College Station Utility Service Center Expansion



1

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

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, THE FEE SIMPLE INTEREST IN CERTAIN PROPERTY FOR THE UTILITY SERVICE CENTER EXPANSION 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.

WHEREAS, the City of College Station, Texas ("City") is a home rule municipality duly incorporated and chartered under the Constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs and maintains public facilities including, but not limited to, facilities for utility services and public works ("Public Facilities"); and

WHEREAS, the City's ownership, operation, construction, repair, and maintenance of the Public Facilities is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its Public Facilities pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City's Charter; and

WHEREAS, the City is engaged in the improvement and expansion –of its Public Facilities including its Utility Service Center, (the "Project"); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City proceed with the Project, through the City's acquisition, by purchase or condemnation proceeding, of the fee simple interest in the real property more fully described in Exhibit A, attached hereto and incorporated herein by reference for all purposes (the "Property"); now, therefore;

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Property, and

the public welfare and convenience will be served by the acquisition of the Property.

PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Property.

PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Property.

PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Property.

PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Property, the City's Land Agent, other staff appraiser or contracted real estate agent is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.

PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Property for the Project, on behalf of the City of College Station.

PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Property, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

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

ATTEST:

_____
City Secretary

APPROVED:

_____
MAYOR

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approvel

_____
City Attorney

Exhibit "A"

F. M. Arnold, et ux - 14.84 acre Tract

LEGAL DESCRIPTION OF THE LAND:

All that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, A-54, College Station, Brazos County, Texas, and being out of the A.G. Edwards 144 acre tract, and being more particularly described as follows:

Beginning at a point where the Northeast line of the said 144 acre tract intersects the right-of-way fence of the Public Road along the Southeast side of the said 144 acre tract; THENCE S 45° W 1238 feet along said right of way fence to a stake for corner; THENCE N 44° 55' W 1587.9 feet to an iron stake for corner; THENCE N 44° 55' E 92.3 feet to the Southeast corner of a concrete stake for corner; THENCE N 40° 02' W 174.8 feet to a stake for corner; THENCE N 68° 06' E 40.2 feet to an iron pipe for corner; THENCE N 45° 58' E 34.6 feet to an iron pipe for corner; THENCE N 45° 58' E 10.8 feet; THENCE N 39° 57' W 37.0 feet to a fence post for corner; THENCE N 46° 06' E 1047.5 feet to a fence post for corner in the Northeast line of the said 144 acre tract; THENCE S 44° 55' E 1761.8 feet along fence, said fence being the Northeast line of said 144 acre tract to the PLACE OF BEGINNING, containing 50.02 acres of land, more or less, and being the same property conveyed to F.M. Arnold, et ux in deed dated September 28, 1959, recorded in Volume 200, page 445, Deed Records of Brazos County, Texas

SAVE AND EXCEPT THE FOLLOWING TRACTS:

All that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, A-54 in Brazos County, Texas, being a part of that 50.02 acres tract conveyed to F.M. Arnold, et ux, by deeds recorded in Volume 189, page 405 and Volume 200, page 445 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found in the northwest line of Graham Road at the most Easterly corner of the said Arnold tract which is the most Southerly corner of that 51.05 acre tract conveyed to Area Progress Corporation by deed recorded in Volume 429, page 769 of the Deed Records of Brazos County, Texas.

THENCE S 41° 55' 31" W - 858.30 feet along the northwest line of Graham Road to an iron rod set for the most southerly corner of this tract;

THENCE N 47° 40' 02" W - 1776.42 feet through the said Arnold tract to an iron rod set for the most westerly corner of this tract in the southeast line of that 17.06 acre tract conveyed to M. P Laurent, Jr. by deeds recorded in Volume 123, page 603 and Volume 135, page 603 of the Deed Records of Brazos County, Texas;

THENCE N 43° 01' 26" E - 858.30 feet along the line between the said Laurent tract and the said Arnold tract to an iron rod set at the most northerly corner of the said Arnold tract in the Southwest line of that 46.60 acre tract conveyed to Area Progress Corporation by deed recorded in Volume 429, page 766 of the Deed Records of Brazos County, Texas;

THENCE S 48° 01' 03" E - 1311.39 feet along the line between the said Arnold tract and the said Area Progress Corporation tracts to an iron rod found at an angle point;

THENCE S 46° 38' 56" E - 448.67 feet continuing along the line between the said Arnold tract and the said Area Progress Corporation 51.05 acre tract to the POINT OF BEGINNING and containing 35.00 acres of land, more or less, and being the same tract conveyed to the City of College Station by F.M. Arnold, et ux in deed recorded in Volume 692, page 506 of the Official Records of Brazos County, Texas.

AND FURTHER SAVE AND EXCEPT:

All that certain 0.176 acre tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, A-54, Brazos County, Texas and being a portion of the remainder of a 30.02 acre tract of land conveyed to F.M. Arnold and wife, Olive M. Arnold, as described by a deed recorded in Volume 200, page 445 of the Deed Records of Brazos County, Texas. Said 0.176 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron bar marking the south corner of the said 30.02 acre tract and also lying on the northwest line of Graham Road. Said iron rod also lying on the northeast line of a 77 acre tract of land conveyed to Horace Schaffer and Clyde Schaffer, Trustee as described by a deed recorded in Volume 400, page 7 of the Deed Records of Brazos County, Texas.

THENCE N 47° 49' 58" W with the common line of the F.M. Arnold and the said 77 acre tract for a distance of 17.25 feet to a 5/8" iron rod set for corner;

THENCE N 41° 03' 13" E across the said 30.02 acre tract for a distance of 379.61 feet to a 5/8" iron rod set for corner. Said iron rod also lying on the southwest line of a 35.00 acre tract conveyed to the City of College Station by F.M. Arnold and wife, Olive Arnold, as described by a deed recorded in Volume 692, page 506 of the Official Records of Brazos County, Texas.

THENCE S 47° 39' 25" E with the common line of the said City of College Station 35.00 acre tract and the aforesaid 30.02 acre tract for a distance of 23.09 feet to a fence post for corner. Said fence post lying on the northwest right-of-way line of Graham Road.

THENCE S 41° 56' 06" W with the said Graham Road right-of-way line for a distance of 379.47 feet to the PLACE OF BEGINNING and containing 0.176 acres of land, more or less, and being the same tract conveyed to the City of College Station by F.M. Arnold, et ux by deed recorded in Volume 1801, page 268, Official Records of Brazos County, Texas.

September 27, 2007
Workshop Agenda
Radio Rebanding Required by FCC

To: Glenn Brown, City Manager

From: Ben Roper, IT Director

Agenda Caption: Presentation, possible action, and discussion regarding a contract with Sprint Nextel for Rebanding of the City's 800MHz Radio System in an amount not to exceed $217,269.45

Recommendation(s): Staff recommends approval.

Summary: On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz frequency band to minimize harmful interference to public safety communications systems. The City's radio communications system operates in the 800MHz band and is affected by the FCC order. In the long run additional spectrum will be opened up for Public Safety use. In the short term, some existing spectrum that is in use by Public Safety agencies, including the City's Fire and Police Departments, must be vacated, thus the need to change the system control and some existing radios to operate in the newly assigned frequency band. This change is generally referred to as "rebanding".

The rebanding project is under FCC mandated timelines and oversight. The City of College Station is collaborating with the City of Bryan (also representing Brazos County and Brazos County Emergency Communications District) and Texas A&M University on the planning and implementation of this project.

The City executed a Planning Funding Agreement with Sprint Nextel on November 3, 2006 for the Planning Phase of the Rebanding Process. This contract covers the Implementation Phase of the project. A separate contract will be executed by the City with Motorola for their Rebanding services. The contract price includes Motorola cost of $192,346.28 and reimbursement for City staff time of $24,923.17 for a total amount of $217,923.17.

Budget & Financial Summary: The FCC order requires that Nextel Communications pay all costs associated with the rebanding effort to provide "comparable facilities" to those in place prior to the rebanding process.

Attachments:
1) Frequency Reconfiguration Agreement.

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2007 ("Effective Date"), by and between **City of College Station**, a Texas home-rule municipal corporation ("Incumbent"), and **Nextel of Texas, Inc.** ("Nextel"), a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band. The purpose of the order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").

B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order."

C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.

D. Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the transition administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured**: Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Nextel or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Nextel will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will assign the Incumbent Frequencies to Nextel or at Nextel's election will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds for the operation of 800

MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b) ("Section 90.621(b)"), as such rule may be amended from time to time by the FCC.

(b) The Parties agree that Nextel will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the Parties through mutual agreement in accordance with Section 5. The Incumbent reserves the right to make its own FCC filings for the Replacement Frequencies on such mutually agreed date, rather than relying on Nextel to do so, by so notifying Nextel in accordance with the Notice provision of this Agreement..

3. **Reconfiguration Costs:**

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") and the equipment set forth on Schedule D, sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies;

(ii) after all of the work contemplated by the Cost Estimate has been performed and all Schedule D equipment provided in accordance with this Agreement, and Nextel has paid all amounts required by this Agreement, the system passes the Functional Acceptance Test Plan (SOW, Attachment C) and the RF Performance Verification Test Plan (SOW, Attachment D), the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies; and

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate. Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party vendor identified on the Cost Estimate ("Vendor"). In addition to any items on Schedule C, Motorola, Inc. ("Motorola") will be providing Incumbent the equipment specifically identified on Schedule D as "Motorola Equipment" (the "Motorola Schedule D Equipment"). Incumbent will enter into a purchase commitment with Motorola for the Motorola Schedule D Equipment and any Motorola items listed on Schedule C within 30 business days from the Effective Date. Nextel and Motorola have entered into an agreement enabling Nextel to pay for the Motorola Equipment identified on Schedule D. Nextel will make payments directly to Motorola on behalf of Incumbent for the Motorola Schedule D Equipment and will make payments to Motorola as a "Vendor", as that term is used in this Agreement, for all Motorola costs identified on Schedule C. In order for Nextel to make payments to Motorola for the Motorola Schedule D Equipment, Incumbent will fax to Nextel a bill of lading associated with each shipment of Motorola Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Motorola Schedule D Equipment in good working order. Incumbent will be required to follow all Vendor related procedures identified in this Agreement for all Motorola Services and other Motorola costs identified on Schedule C.

(i) Prior to the Closing Date, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). Upon receipt by Nextel of documentation of the Actual Costs, Nextel will issue a statement to Incumbent ("Reconciliation Statement") and Nextel and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent, Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) (the "Reconciliation"). The

Reconciliation Statement will identify what the Parties agree upon as the amount of any additional payments (subject to Section 8) due to Incumbent, Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) or any refunds due to Nextel. The date of receipt by Nextel of Incumbent's signed Reconciliation Statement is the "Reconciliation Date".

(ii) Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from the Incumbent to Nextel will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 7 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 7 of this Agreement. Additional payments due to Incumbent, Vendor(s) or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C), which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent, Vendor or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C) within thirty (30) days of execution by the Parties of the Amendment documenting the approved changes from such Change Notice.

(iv) Prior to the Closing Date (as defined below), Nextel will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Retuning Cooperation:**

(a) For purposes of this Section, the "Current Program Completion Date" shall mean June 26, 2008 or such other date as may be established by the FCC for the completion of the Reconfiguration. The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. In addition, due to interoperability issues, Incumbent will need to synchronize the retune of its system with the retune of the City of Bryan and Texas A&M's system. The Parties agree that: (i) as of the Effective Date, the Incumbent may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C and Schedule D, (ii) Incumbent may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule, it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (i) sixty (60) days from the Effective Date of this Agreement, or (ii) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 60 days from the Effective Date of this Agreement, or (iii) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion date in the Schedule for the reconfiguration of Incumbent's system extends beyond the Current Program Completion Date, the completion date in the Schedule will be subject to FCC approval.

(b) Incumbent has interoperability requirements with adjacent 800MHz system users that must be taken into account during the rebanding process. Notably, the City of College Station and City of Bryan Fire departments have an Automatic Aid agreement requiring the ability to operate on each other's host trunk

radio system. Many TAMU events, including Big Twelve football games are supported by TAMU, College Station, and Bryan Public Safety units operating on any of the three systems as well as the 800MHz NPSPAC mutual aid channels. Additionally, the City of College Station's ("City") Backup system and Texas A&M University's ("TAMU") Main system are co-located at the Hensel Park location. Both systems share a common transmit combiner and transmit antenna. To operate within manufacturer's specifications, the combiner requires that the frequencies be in the correct physical location on the combiner. The new Rebanded frequencies may require rearranging the frequency locations on the combiner, therefore retuning must be performed when all frequencies are known and both system infrastructures are available for Reconfiguration. Notwithstanding the foregoing, the timetable outlined above may be adjusted to ensure this interoperability is not lost.

5. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

(i) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(ii) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(iii) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(iv) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(v) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(vi) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing Date (defined below) for two (2) years.

6. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

7. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change to the work contemplated by the Cost Estimate is

required (including changes by Vendors and/or Motorola), such Party will promptly notify the other Party in writing. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 25 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Incumbent is responsible for all unauthorized changes necessary as it relates to work performed by a Vendor and/or Motorola on behalf of Incumbent. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 25.

8. **Closing:** The closing of the transactions contemplated by this Agreement will take place after (i) FCC approval of the assignment of the Incumbent Frequencies to Nextel and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses or the creation of a new license for Incumbent that includes the Replacement Frequencies, (iii) notification by Incumbent to Nextel that the Incumbent Licenses are clear of all users and Nextel's notification to the Incumbent that the Replacement Frequencies have been decommissioned pursuant to Section 5, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by Incumbent and delivery to Nextel of the Reconciliation Statement and other documents required to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii), (if applicable); and (vii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

9. **Closing Conditions**: Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

10. **Review Rights:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.

11. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

12. **Confidentiality**: The terms of this Agreement, any confidential information disclosed in connection with this Agreement (whether before or after the Effective Date, including during any negotiations or any mediation related to such negotiations or the Agreement) and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. The Parties may make disclosures: (i) as required by law, (ii) to the Transition Administrator, (iii) to a manufacturer of Replacement Equipment to allow for the provisioning of that equipment to Incumbent (but only to the extent such disclosure specifically relates to that manufacturers equipment as identified on Schedule D), and (iv) to a Vendor and/or Motorola (but only to the extent such disclosure specifically relates to that Vendor's work and costs under this Agreement (as identified on Schedule C) or Motorola's work and costs under this Agreement (as identified on Schedule C and/or Schedule D) as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Incumbent may make disclosures of technical and/or system information related to the Reconfiguration and directly related to resolving or planning interoperability issues, to licensees who need to know such information within Incumbent's NPSPAC region.. Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each party involved in such disclosures shall cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007. The terms and conditions of this Agreement are subject to and may be disclosed in accordance with The Texas Information Act.

13. **Cooperation**: The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC, and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work

contemplated by this Agreement may be performed in accordance with the Cost Estimate and performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

14. **No Assumption of Liabilities**: Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses, systems or facilities that are the subject of this Agreement.

15. **Disputes**: The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.

16. **No Gratuities**: No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent, directly or indirectly, to any officer, employee or official of Nextel for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

17. **Liens**: If any liens or security interests attach to any of Incumbent's facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate to remove any Liens.

18. **Vendor Performance Issues**: Incumbent will select and contract directly with Motorola and any vendor or service provider performing work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor or Motorola to perform its obligations under any contract entered into between Incumbent and such Vendor or Motorola in connection with the Reconfiguration contemplated by this Agreement.

19. **Motorola Replaced Equipment**:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will promptly return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola (shipping fees to be paid by Nextel).

(b) If Incumbent has ordered field implementation services for new subscriber radios ("Motorola Subscriber Services") and Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola, Incumbent must either: (i) return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in new condition; or (ii) in accordance with Incumbent's mutual agreement with Motorola, Incumbent will make payment to Motorola for those items of the Motorola Schedule D Equipment that would have replaced those items of the Motorola Replaced Equipment not returned (including tax (if any) and shipping).

20. **Replaced Equipment**:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with equipment provided by Nextel (as identified on Schedule D) or equipment the cost of which is being paid by Nextel pursuant

to this Agreement as listed in Schedule C (collectively the "Nextel Replacement Equipment"), then title to "Nextel Replaced Equipment" listed in Schedule D shall pass to Nextel at Closing free and clear of liens and any other encumbrances. Within thirty (30) days of completion of retuning, Incumbent shall deliver the Nextel Replaced Equipment to Nextel at Nextel's costs and pursuant to Nextel's instructions. Title to the Nextel Replaced Equipment will pass to Nextel at Closing and Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel free and clear of liens. Title to the Nextel Replacement Equipment will pass to Incumbent at Closing and Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens.

(b) If Incumbent fails to return any item of the Nextel Replaced Equipment and/or Loaned Reconfiguration Equipment to Nextel, under this Section 20(b) ,a product typical value will be established for such equipment (the "Product Typical Value") during the Reconciliation for the item of Nextel Replaced Equipment and/or Loaned Reconfiguration Equipment not returned, then either: (i) Nextel will deduct the Product Typical Value for those items of Loaned Reconfiguration Equipment and/or Nextel Replacement Equipment provided on loan or provided to replace the Nextel Replaced Equipment not returned to Nextel (including tax (if any) and shipping) (the "Nextel Equipment Refund") from the final payment due to Incumbent after the Reconciliation Date; (ii) Incumbent must pay Nextel the Nextel Equipment Refund for those items of Nextel Replaced Equipment and/or Loaned Reconfiguration Equipment not returned to Nextel within 30 days of the Reconciliation Date (if no final payment is due to Incumbent); or (iii) Nextel will deduct the portion of the Nextel Equipment Refund up to the value of the final payment due to Incumbent and Incumbent must pay Nextel the remaining Nextel Equipment Refund not covered by the final payment within 30 days of the Reconciliation Date (If the final payment due Incumbent is less than the Nextel Equipment Refund).

21. **Termination**: This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its sole discretion, to be adverse to its interests. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante* except if such termination was due to an uncured material breach by Incumbent.

22. **Attorney's Fees**: In any legal proceeding by a Party to enforce its rights under this Agreement against the other Party, the Party prevailing in such proceeding will be entitled to recover its reasonable attorney's fees and costs from the other Party.

23. **Notices**: All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

If to Incumbent, to: City of College Station Attn: Mike Hare 310 Krenek Tap Rd.	If to Nextel, to: Nextel of Texas, Inc. c/o Sprint Nextel Corporation 2000 Edmund Halley Drive

College Station, TX 77842 Phone: (979) 764-5075 mhare@cstx.gov	Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483
With a copy that shall not constitute Notice: City of College Station Department of Information Technology 310 Krenek Tap Rd. College Station, Texas 77842 Attn: Ben Roper Phone: (979-764-3538 Email: broper@cstx.gov	With a copy that shall not constitute Notice: Sprint Nextel Corporation 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252

24. **Assignment**: This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.

25. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.

26. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in this Agreement.

27. **Miscellaneous**: If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the State of Texas without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

INCUMBENT:
CITY OF COLLEGE STATION

By:_____
Mayor: Ben White
Date:_____

ATTEST:

_____
City Secretary
Date:_____

APPROVED:

_____
City Manager
Date:_____

E-Signed by Carla A. Robinson
VERIFY authenticity with Approvelt

_____
City Attorney
Date:_____

_____
Chief Financial Officer
Date:_____

NEXTEL:
Nextel of Texas, Inc.

By:_____
Name:
Title:

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

This instrument was acknowledged before me on the_____ day of _____, 2007, by _____ in his/her capacity as _____ of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for
the State of _____

STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the _____ day of _____, 2007, by BEN WHITE, in the capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public in and for
the State of Texas

SCHEDULE A

Incumbent Frequencies

Incumbent's Name: City of College Station

Incumbent Assigns to Nextel:

CALLSIGN	Frequencies	Licensee	Location	Exp. Date	Lat (N)	Long (W)
KNNQ490	866.0125	COLLEGE STATION, CITY OF	COLLEGE STATION	6/5/2011	30' 37' 38.7' N	96' 17' 40.9' W
KNNQ490	866.5125	COLLEGE STATION, CITY OF	COLLEGE STATION	6/5/2011	30' 37' 38.7' N	96' 17' 40.9' W
KNNQ490	867.0125	COLLEGE STATION, CITY OF	COLLEGE STATION	6/5/2011	30' 37' 38.7' N	96' 17' 40.9' W
KNNQ490	867.5125	COLLEGE STATION, CITY OF	COLLEGE STATION	6/5/2011	30' 37' 38.7' N	96' 17' 40.9' W
KNNQ490	868.0125	COLLEGE STATION, CITY OF	COLLEGE STATION	6/5/2011	30' 37' 38.7' N	96' 17' 40.9' W
WPJK435	866.2750	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 39' N	96' 17' 41' W
WPJK435	866.2750	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 48' N	96' 20' 34' W
WPJK435	866.6250	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 39' N	96' 17' 41' W
WPJK435	866.6250	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 48' N	96' 20' 34' W
WPJK435	866.8750	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 39' N	96' 17' 41' W
WPJK435	866.8750	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 48' N	96' 20' 34' W
WPJK435	867.2750	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 39' N	96' 17' 41' W
WPJK435	867.2750	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 48' N	96' 20' 34' W
WPJK435	868.5000	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 39' N	96' 17' 41' W
WPJK435	868.7500	COLLEGE STATION, CITY OF	COLLEGE STATION	7/8/2011	30' 37' 39' N	96' 17' 41' W
WPWX835	860.2625	COLLEGE STATION, CITY OF	COLLEGE STATION	2/5/2013	30' 37' 39' N	96' 17' 41' W

SCHEDULE B

Replacement Frequencies

Incumbent's Name: City of College Station

Nextel Assigns to Incumbent:

Replacement Frequencies	Lat (N)	Long (W)	ERP (W)	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location
851.0125	30' 37' 38.7 N	96' 17' 40.9 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
851.2750	30' 37' 39 N	96' 17' 41 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
851.2750	30' 37' 48 N	96' 20' 34 W	216	315 ft.	259 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
851.5125	30' 37' 38.7 N	96' 17' 40.9 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
851.6250	30' 37' 39 N	96' 17' 41 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
851.6250	30' 37' 48 N	96' 20' 34 W	216	315 ft.	259 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
851.8750	30' 37' 39 N	96' 17' 41 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
851.8750	30' 37' 48 N	96' 20' 34 W	216	315 ft.	259 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
852.0125	30' 37' 38.7 N	96' 17' 40.9 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
852.2750	30' 37' 39 N	96' 17' 41 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
852.2750	30' 37' 48 N	96' 20' 34 W	216	315 ft.	259 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
852.5125	30' 37' 38.7 N	96' 17' 40.9 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
853.0125	30' 37' 38.7 N	96' 17' 40.9 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
853.5000	30' 37' 39 N	96' 17' 41 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
853.7500	30' 37' 39 N	96' 17' 41 W	662	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION
858.0375	30' 37' 39 N	96' 17' 41 W	500	262 ft.	335 ft.	COLLEGE STATION, CITY OF	COLLEGE STATION

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: City of College Station, TX

Request for Reconfiguration Funding

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent $12,461.58 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Sprint Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1**. System Description**: The City of College Station currently operates a Motorola SmartNet II Trunking System. The system has 9 channels and a wireline console interface. The City of College Station also has a backup site located at Texas A&M University's Hensel Park location. The backup site uses a Start Site Controller with 4 of the 9 channels. The City also operates a single channel RD-LAP system that will not be touched as part of this migration.

The City operates a mixed fleet of portables and mobiles ranging from the MTS/MCS module analog radio to the new XTS/XTL series digital radios. All radios on the system operate in the analog mode. The City also shares its system and interoperates with The City of Bryan and Texas A&M University. This sharing of systems and interoperability requires that the 800 MHz implementation phase be carefully coordinated and accomplished as a system of systems with cutover to occur as agreed by all parties.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	16	16
- Voice channels	5	5
- Home/Control channels	11	11
Repeater sites	2	2
Other sites (remote recv, BDA)	25	25
Subscriber units retuned	20	20
Subscriber units reprogrammed	774	774
Subscriber units replaced	58	58
Entities operating on the system	3	3

2**. Reconfiguration Milestones**:

Reconfiguration Task	Estimated Duration in # of Days
Reconfigure Subscriber Equipment	40
Reconfigure Infrastructure Equipment	45

3. **Implementation Plan**: The attached Implementation Plan and associated deliverables describe the reconfiguration implementation plan resulting from funds expended under the Planning Funding Agreement dated 11/3/06.

4. **Cost Estimate**:

Description of Work To Be Performed	Payee (separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and each Vendor (Not to exceed listed amount)
I. Subscriber Equipment Reconfiguration		
Subscriber Equipment Reconfiguration		
360(QTY) Reprogram Mobiles at $35.40/mobile	Motorola c/o Robyn Meceij IL02 - SWA2 1301 E. Algonquin Rd Schaumburg, IL 60196 Ph: 847-725-4850	$12,744.00
479(QTY) Reprogram Portables at $35.40/portable		$16,956.60
31(QTY) Remove/Install mobiles at $188.80		$5852.80
15(QTY) Remove/Install Control Stations		

at $257.58/station		$3863.70
25(QTY) Remove/Install Remotes at $303.03/remote		$7575.75
150(QTY) Template build for new subscribers at $85/template		$12,750.00
Control Stations Pre and Post Acceptance test		$965.91
PM Subscriber Retune 48 hours at $175/hour		$8400.00
System Engineer Subscriber Retune 4 hours at $175/hour		$700.00
Standardized Spreadsheet SN/QTY/MDL		$381.36
Communications Tech assist in reprogramming 869 subscriber units 160 hours at $19.84/hour	City of College Station (incumbent) Attn: Ben Roper 310 Krenek Tap Rd. College Station, TX 77842 Phone: (979) 764-5075	$3174.40
Removal and Reinstallation of Mobiles, Control Stations and Remotes (70 units) Wireless Manager 40 hours at $24.81/hour		$992.40
Comms Tech 40 hours at $19.84/hour		$793.60
Build 150 Templates Wireless Manager 80 hours at $24.81/hour		$1984.80
Project Management Wireless Manager PM for subscriber retune, coordinate with various entities, Monitor progress, Meet with Motorola 160 hours at $24.81/hour		$3969.60
II. Infrastructure Equipment Reconfiguration Central Site Infrastructure 2(QTY) SmartNetII Trunked Sites with 5 repeater retunes and 2 combiners each at $6933.82/site	Motorola (vendor)	$13,863.64

4(QTY) Install junction boxes w/wiring at $128.79/box		$515.16
Pre/Post test Prime Site (MSS)		$1666.67
Pre/Post Test Secondary Site(MSS)		$1227.27
4(QTY) Hours Motorola PM Benchmark/Accept Testing at $175/hour		$700.00
4(QTY) Hours Motorola SE Benchmark/Accept Testing at $175/hour		$700.00
Functional Acceptance Test Plan (MSS)		$288.14
24(QTY) Hours Project Management for Site Work at $175/hour		$4200.00
24(QTY) Hours System Engineer for site work at $175/hour		$4200.00
Install Gen Watch System, upgrade site lens and System Watch PC, Data base Conversion		$4118.63
1(QTY)Site Lens Software, RB Upgrade		$1600.00
1(QTY)PC Anywhere Version 11.0		$242.25
1(QTY)Site Lens Single User Work Station w/XP SP2		$3825.00
1(QTY)Rocket Port UnivPCIQUAD-DB9		$554.20
1(QTY)Certified XP Workstation for SWII		$2040.00
1(QTY)SW II on XP Sftwr Upgrade App		$800.00
11(QTY)6809 28 Ch Controller Plug		$14,278.00
3(QTY)CSC Software		$4527.09
2(QTY)RSC Software		$962.28
2(QTY)TSC Software		$962.28
2(QTY)TCI Software		$1203.66
1(QTY)MCB Software		$1148.90
1(QTY)PLIB Software		$344.09
1(QTY)SIP (GW3-COM-LE1-B)		$27,455.00
3(QTY)RF Mode M/Clocking Radio		$5520.00
3(QTY)Power Supply & CBL		$570.24
1(QTY)Radio Service S/W Instr Manual		$23.59
1(QTY) CPS Astro 25 Portable/Mobile Programming Software		$225.00
Assist Motorola in Replacement of Upgrade Equipment and Software Wireless Manager 16 hours at $24.81/hour	City of College Station (incumbent)	$396.96

Project Management Pre and Post Coverage Testing Techs (2) 16 hours each at $19.84/hour Wireless Manager 16 hours at $24.81/hour		 $634.88 $396.96
III. Engineering and Verification Project Management: 40(QTY) Hours Motorola PM for overall project at $175/hour 10(QTY) Hours System Engineer at $175/hour Motorola PM Travel Costs Motorola Meetings, Admin, Supervision of tasks, Monitor and, Oversee Motorola Wireless Manager 202 hours at $24.81/hour Director of IT 22 hours at $48.08 Comms Coordinators 30 hours at $30.44/hour Document Preparation Staff Accountant 2 hours at $11.54/hour	 Motorola (vendor) City of College Station (incumbent)	 $7000.00 $1750.00 $2430.00 $5011.62 $1057.76 $913.20 $23.08
IV. Contracts and Legal Legal Fees to Negotiate FRA Sr Assistant City Attorney 5 hours at $52.27/hour FCC License and Contract – Review and Negotiate Wireless Manager 24 hours at $24.81/hour Director of IT 35 hours at $48.08/hour	 City of College Station (incumbent)	 $261.35 $595.44 $1682.80

Asst Director Fiscal Services 2 hours at $35.16/hour		$70.32
Other Costs Post retune inventory and packaging of equipment returned to Sprint Nextel and Motorola (See SOW for detail) Testing Equipment Rental	 Motorola (vendor) City of College Station (incumbent)	 $3887.14 $2964.00
Total Estimated Costs		$207,941.52

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature: _____
Print Name: _____
Title: _____
Phone Number: _____
E-mail _____
Date: _____

SCHEDULE D

City of College Station, TX

1) **Replaced Equipment (to be delivered to Nextel prior to Closing)**

Quantity	Manufacturer	Description	Model Number
1		Site Lens Single-User Work station	
1		Certified Microsoft Workstation	
3		RF Modem/Clocking Radio 800MHZ	
3		Power Supply and Cable (1-25 Watt)	
1		SIP Package	

2) **Motorola Schedule D Equipment (to be provided by Motorola) – Motorola radios, flash- kits and accessories only**

a) Motorola Subscriber Services will be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
27	XTS2500 III RB Portable Radio Kits	SmartNet	no	XTS2500 RB III
24	Spare Batteries			NTN9815
11	XTL2500RB Mobile Dash Mount	SmartNet	no	XTL2500 RB
6	Control Station Operation			W665
6	Desktop Microphone			W382
6	No External Speaker Needed			G142
6	Power Supply			G91
14	XTL5000 Consolette	SmartNet	no	L20URS9PW1AN
6	XTL5000 Mobile Radio	SmartNet	DVP-XL	M20URS9PW1AN
20	SmartNet Analog Operation			G241
20	SmartNet Operation			G50
20	Enhanced Digital Display			G114
14	W9 Control Head			G81AB
19	Control Head Software			G99
1	Dash Mount			G66
1	Auxiliary Speaker 7.5 Watt			B18
1	03 Control Head Hand Held			G72
1	03 Control Head			G444

	Software			
6	Encryption UCM Hardware			G159
6	DVP-XL Encryption Software			W797
5	Control Head Software Motorcycle			G138
5	Remote Mount			G67MTCL
5	No Motorcycle Ecnclosure Needed			W620
25	MC3000 Digital Desk set			L3223
4	Tone Remote Interface Boards			L146
10	Digital Junction Box			L3208

b) Motorola Subscriber Services will be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
774	Flash Kits			Flash Kits

3) **Replaced Equipment (to be delivered to Motorola following receipt of replacement equipment from Motorola)**

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
8	Spectra Dash (2 each with palm microphone) (6 used as control stations)	SmartNet	No	Dash	Spectra C5/C7
3	LCS-2000	SmartNet	No		LCS-2000
14	Spectra Consolette (each with microphone and C9 Control Head, 4 with tone remote control)	SmartNet	No	Remote	Specta Consolette
5	Spectra with 256 KB memory (each with control head and microphone)	SmartNet	DVP-XL	Motorcycle	Spectra (256 KB)
1	Spectra with 256 KB memory, (w/C3 handheld control head)	SmartNet	DVP-XL	Dash w/C3 handheld control head	256 KB Spectra C3
27	LTS2000 Portable w/Full Keypad(each with antenna and 2	SmartNet	No		LTS2000

	batteries)				
25	DGT9000 Deskset				DGT9000
5	Digital Junction Boxes				
24	Batteries for LTS2000				
6	Desktop Mics				
6	Control Station Power Supply				

SCHEDULE E

Product Typical Values

(1) **Motorola Equipment**

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, High Spec (XTL2500 RB)	$ 2,050
Accessories & Options	
SmartZone Operation	$ 162
Digital Operation	$ 234
Siren	$ 637
Consollette Power Kit	$ 500
Consollette Tone Remote	$ 475
DTMF Microphone	$ 180
DEK	$ 475
Extra Loud Speaker	$ 106
Dual Control Head	$ 575
Dual Control Head Mic	$ 80
Dual Control Head Cable	$ 95
Dual Control Head Speaker	$ 60
Multi-Radio SW Kit	$ 750
Multi-Radio HW Kit	$ 1,750
Emergency foot pedal	$ 55
AUXILIARY SWITCH PANEL	$ 165
Mobile UCM	$ 750
Key Lock Mounting	$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, Low Spec (XTL1500 RB)	$ 1,516
Accessories & Options	
SmartZone Operation	$ 58
Digital Operation	$ 72
Extra Loud Speaker	$ 106
Emergency foot pedal	$ 55
AUXILIARY SWITCH PANEL	$ 165
Key Lock Mounting	$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile (XTL5000)	18%
Accessories & Options	
XTL5000 Options	18%
Motorcycle Mounting	$ 400
Motorcycle Housing	$ 900

Item	Rebanding Product Typical Value
Portable, High Spec (XTS2500 III RB)	$ 2,375.00
Accessories & Options	
SmartZone Operation	$ 200
Digital Operation	$ 400
Upgrade Both Kit Batteries to HICAP	$ 140
Spare Battery HICAP	$ 145
Portable Cables	$ 251
Carry Case	$ 60
Charger	$ 165
PSM	$ 150
RF Switch	$ 140
RSM	$ 97
Headset	$ 439
Programming Software	$ 265
Vehicular Charger	$ 95
Portable UCM	$ 750
Multi-unit Charger	$ 788

Item	Rebanding Product Typical Value
Portable, Low Spec (XTS1500 I RB)	$ 1,120
Accessories & Options	
SmartZone Operation	$ 150
Digital Operation	$ 130
Upgrade Both Kit Batteries to HICAP	$ 140
Spare Battery HICAP	$ 145
Portable Cables	$ 251
Carry Case	$ 60
Charger	$ 165
RSM	$ 97
Headset	$ 439
Programming Software	$ 265
Vehicular Charger	$ 95

Multi-unit Charger	$ 788

Item	Rebanding Product Typical Value (% are discount off list price)
Accessories & Options	
All accessories not listed above	5%

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(2) **Replacement Equipment**

The Product Typical Values for Replacement Equipment shall be:

a. for Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Replacement Equipment; or

b. for Replacement Equipment comprising EFJohnson 5100 & 5300 series radios and associated accessories, the most recent list price as of the date a reconciliation statement is sent to Incumbent by Nextel, less 25%

Exhibit A

Incumbent Information

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: College Station

Contact: Paul Peel Title: Customer Service Supervisor

Address: P.O. Box 9973

City/State/Zip: College Station, TX 77842

Phone: (979) 764-5020 Fax: (979) 764-3571

Email: _____

Check Appropriate Box: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership
☐ Other_____

II. BANK ACCOUNT INFORMATION (**Required** for payment processing.)

Please select preferred payment method: X Wire Transfer ☐ ACH ☐ Check

Name of Bank: CitiBank

Address of Bank: 1111 Briarcrest Drive

City/State/Zip: Bryan, TX 77802

Bank Phone #: (979) 268-7575

ABA (Routing #): 113193532

Account #: 0056413

Name on Account: City of College Station Clearing Account

Federal, State or Individual SS #: 74-6000534

Name of Brokerage Firm (if applicable): _____

Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for Wire Transfer or ACH, Incumbent acknowledges that all payments will be made by check.

Acknowledged by Incumbent: _____ *(signature required only if Incumbent does not want an electronic funds transfer)*

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal or Individual Tax ID #, FEIN (Federal) or SSN (individuals): 74-6000534

State(s) – sales tax license, resale permit, employment, etc.): _____

Local (if applicable): _____

Current State and County location for your principal executive office: Brazo County, TX

If there has been more than one location for the principal executive office within the past five (5) years, list each such City/County/State location: _____

_____

IV. REGULATORY INFORMATION

Would you like Nextel's Regulatory department to prepare and file all necessary FCC paperwork on your behalf? Yes / No

If yes, please provide the following **Universal Licensing System ("ULS")** information for your licenses:

FRN (FCC Registration Number): _____

ULS PASSWORD: _____

Contact Representative for any FCC related issues:

Name: _____

Phone Number: _____

If no, please provide the following information regarding who will take care of the preparation and filing of all necessary FCC paperwork on your behalf:

Contact Name:_____

Organization:_____

Address:_____

City:_____

State/Zip:_____

Phone Number: _____

Email Address:_____

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature:_____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B

Reconciliation Documentation

Certification of Labor

Incumbent hereby certifies that the information provided is true and accurate to the best of Incumbent's knowledge. Incumbent further certifies that the total number of equipment units ("Units") and/or the total amount of labor hours ("Hours") listed above have been determined in accordance with the TA's policy on Incumbent Labor as documented at http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf. The Incumbent acknowledges that all costs incurred and/or charged by the Incumbent attributable to the Units and/or Hours listed are subject to audit and that the Incumbent is prepared to provide to the TA upon request documentation to support all costs incurred and/or charged. The Incumbent also certifies the number of Units and/or Hours listed above are the minimum amount necessary to complete the Reconfiguration. The Incumbent further acknowledges that the Incumbent is prepared to provide to the TA with invoices issued by the Incumbent to non-related third-party customers, documentation to support the actual number of Units and/or amount of Hours charged by the Incumbent.

Incumbent Name: _____

Related Invoice #'s: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Time Sheet Documentation

DEAL ID
DEAL NAME

Name	Description of Activities	Actual Hours Worked	Actual Hourly Rate $	Benefit Load $ (if applicable)
				Total

Certification

Incumbent hereby certifies that the information provided above is true and accurate to the best of Incumbent's knowledge. Incumbent further certifies that the total number of equipment units ("Units") and the total amount of labor hours ("Hours") listed above have been determined in accordance with the TA's policy on Incumbent Labor as documented at http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf. The Incumbent acknowledges that all costs incurred and/or charged by the Incumbent attributable to the Units and Hours listed above are subject to audit and that the Incumbent is prepared to provide to the TA upon request documentation to support all costs incurred and/or charged. The Incumbent also certifies the number of Units and Hours listed above are the minimum amount necessary to complete the Reconfiguration. The Incumbent further acknowledges that the Incumbent is prepared to provide to the TA with invoices issued by the Incumbent to non-related third-party customers, documentation to support the actual number of Units and amount of Hours charged by the Incumbent.

**** To be comple lieu of Incumbe Invoice AND Certification of Rates.**

Incumbent Name: _____

Related Invoice #'s: _____

Signature: _____

Name: _____

Title: _____

Date: _____

December 13, 2007
Consent Agenda
Exception to Policy for Sewer Service to Mr. Joe Button

To: Glenn Brown, City Manager

From: David Coleman, Director Water Services

Agenda Caption: Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Joe Button to construct sewer infrastructure necessary to connect his home to the City sewer system.

Recommendation: Staff recommends Council approve this resolution.

Summary: Mr. Joe Button has requested the City provide sewer service to his home, which is located near Midsummer Avenue in Nantucket. His letter, with map, is attached. This home is outside the City's current certificated area for sewer, but it is within the City's extra-territorial jurisdiction (ETJ) and within the area that the City has applied for the sewer Certificate of Public Convenience and Necessity (CCN). The home owner has consented to be included in the City's CCN, and will bear all infrastructure cost for connecting to the City system. The City's sewer CCN application has not yet been approved by the TCEQ, however, the area is presently not certificated and the City has the legal right to provide this sewer service. Mr. Button's property is not contiguous with the City limits, so a petition for annexation is not possible.

The Water Services Department has constructed a sewer line in this area, which will be accepted approximately January, 2008.

City Policy states that the City may provide sewer service outside the City limits or the City's sewer certificated area, under certain circumstances. Since the City does not yet hold the CCN for this area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the area residents is much better served by having this home connected to the City sewer system, rather than being served by an on-site sewage facility that would spray treated water in his yard. On this basis, staff recommends approval of this request for an exception to City Policy.

Budget & Financial Summary: City funds are not required to execute this project.

Attachments:
Letter
Resolution

October 25, 2007

Mr. David Coleman
Water Services Department
P.O. Box 9960
College Station, TX 77842

Dear Mr. Coleman:

I am writing to request approval of a wastewater tap on the Nantucket / Arrington Road Wastewater Line, which is located on the back (south side) of my lot at 4616 Midsummer Lane. I understand that I am responsible for the following two items:

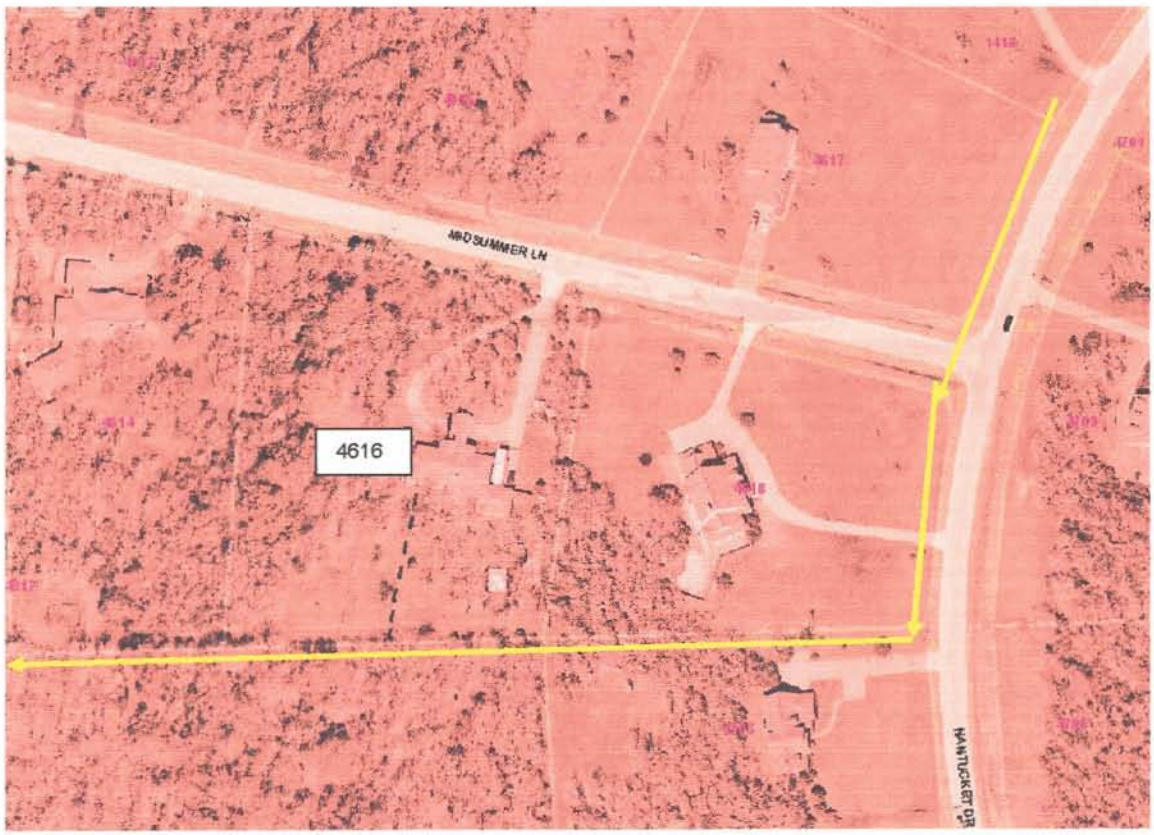
- City of College Station Tap Fee
- Contracting with a plumber to have my private service line connected to the City Wastewater Tap.

I understand that the timing of the connection is dependent on the completion and acceptance of the wastewater line by the City. Enclosed is a diagram showing the location of my home in relation to the sewer line. Also enclosed are copies of my water bills for October thru February to indicate my water usage rate.

Sincerely,

Joe Button
4616 Midsummer Lane
College Station, TX 77845

Request for Sewer Service
Outside the City Limits



Joe Button
4616 Midsummer Lane
College Station, TX 77845

---- Approximate location of proposed line

RESOLUTION NO. _____

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 MR. JOE BUTTON OF 4616 MIDSUMMER LANE, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 02-09-2006-13.04 on February 9, 2006, which states in Part 1 "that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that purpose" and further states in Part 3 "That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases: For other governmental agencies through an interlocal agreement, For the purposes of economic development, or For health and safety reasons" (such resolution referred to hereinafter as the "City's Utility Extension Policy"); and

WHEREAS, Mr. Joe Button, homeowner at 4616 Midsummer Lane, has requested an exception to the City's Utility Extension Policy for his home, located in the Nantucket development in the City's ETJ; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity for wastewater pending in certain parts of the City's Extraterritorial Jurisdiction, including the area in which Mr. Cox's home is located, in order to facilitate public health in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, The City Council of the City of College Station previously approved exceptions to the City's Utility Extension Policy to provide sewer utility service to many developments, based on improving the health and safety of the residents in the City's ETJ; now, therefore,

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

PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to the home of Mr. Joe Button, 4616 Midsummer Lane, College Station, Texas, based on improving the health and safety of the residents in the City's ETJ.

PART 2: That the City Council hereby requires that Mr. Button extend sewer utility service to his home, as provided in the City's Utility Extension Policy.

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

ADOPTED this _____ day of _____, 2007.

ATTEST:

_____
City Secretary

APPROVED:

_____
MAYOR

APPROVED:

_____
City Attorney

December 13, 2007
Consent Agenda
Exception to Policy for Sewer Service to Kyle View

To: Glenn Brown, City Manager
From: Dave Coleman, Director, Water Services Department

Agenda Caption: Presentation, possible action, and discussion for approval of a resolution granting an exception to Policy to allow Kyle View Estates to construct sewer infrastructure necessary to connect the Kyle View development to the City sewer system.

Recommendation: Staff recommends Council approve this resolution.

Summary: Bleyl & Associates, on behalf of Kyle View Estates, L.P., has requested the City provide sewer service to homes that will be constructed at the Kyle View development and adjacent parcels, which is located off Capstone Drive. Their letter and a map are attached. These tracts total 70.5 acres and are outside the City's current certificated area for sewer. They are within the City's extra-territorial jurisdiction (ETJ) and within the area that the City has applied for the sewer Certificate of Public Convenience and Necessity (CCN). The developer has consented to be included in the City's CCN and has requested annexation. The City's sewer CCN application has not yet been approved by the TCEQ, however, the area is presently not certificated and the City has the legal right to provide this sewer service.

A City sewer line will be completed soon in the Westminster area, near Barron Road, which will provide adequate capacity for the Kyle View homes to be connected. Kyle View Estates has proposed to bear all cost and obtain all easements to construct a sewer line and lift station necessary to connect Kyle View to the City sewer system. However, please note that the City requested a Development Agreement, whereby the developer will build a larger lift station on the east side of Wellborn Road, to enhance the City's sewage collection system and open a larger area for potential sewer service, with the City paying the difference for the increased sewer system capacity. This agreement is a separate Council action item.

City Policy states that the City may provide sewer service outside the City limits or the City's sewer certificated area, only in certain situations. Since the City does not yet hold the CCN for the Kyle View area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the Capstone Drive area residents are much better served by having this development connected to the City sewer system, rather than being served by a small sewage treatment package plant that would discharge into one of the local ponds. On this basis, staff recommends approval of this request, granting this exception to Policy.

Budget & Financial Summary: City funds are not required to execute this exception to policy. The proposed development agreement is a separate Council action item.

Attachments:
Letter
Resolution
Map

B & A

Bleyl & Associates

Project Engineering & Management

1722 Broadmoor
Suite 210
Bryan, TX 77802

November 29, 2007

David Coleman, P.E.
Utilities Division Manager
City of College Station
1101 Texas Avenue
College Station, Texas 77842

Re: Kyle View Estates
Sanitary Sewer Service Request
Annexation Request

Mr. Coleman,

As you are aware, the proposed Kyle View project lies on the south side of Capstone Drive and on the west side of the UPRC tracks and Wellborn Road. This development is currently located in the City's ETJ and is outside the City's current sanitary sewer CCN.

As you know, the Council Resolution in regard to utility service outside the City limits and/or CCN does not permit service without an exception, which is therefore the intent of this request.

This letter should serve to formally request an exception allowing the City of College Station to act as the sanitary sewer service provider to the proposed Kyle View Estates Project.

This letter should also serve to officially request that the City of College Station annex the property as soon as allowable and practical.

We ask that these requests be processed as promptly as possible, and that you would let me know of any other information you may require. Any questions in regards to this request may be directed to myself at (979) 268-1125 or the Developer, Mr. Paul Leventis at (979) 774-2900.

Sincerely,

Brett McCully, P.E.
Sr. Engineer / Branch Manager

Bryan
(979)-268-1125
(979)-260-3849

Austin
(512)-328-7878
(512)-328-7884 Fax

Conroe
(936)-441-7833
(936)-760-3833 Fax

RESOLUTION NO. _____

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 KYLE VIEW, LOCATED OFF CAPSTONE DRIVE, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 02-09-2006-13.04 on February 9, 2006, which states in Part 1 "that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that purpose" and further states in Part 3 "That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases: For other governmental agencies through an interlocal agreement, For the purposes of economic development, or For health and safety reasons" (such resolution referred to hereinafter as the "City's Utility Extension Policy"); and

WHEREAS, Brazos Trace, developer of Kyle View, has requested an exception to the City's Utility Extension Policy for Kyle View, in the City's ETJ; and

WHEREAS, Brazos Trace has petitioned the CITY for annexation into the corporate limits of Kyle View; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for wastewater pending in certain parts of the City's Extraterritorial Jurisdiction, including the area in which Kyle View is located, in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; now, therefore,

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

PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to Kyle View, off Capstone Drive in College Station, Texas, based on improving the health and safety of the residents in the City's ETJ and Brazos Trace' petition for annexation.

PART 2: That the City Council hereby requires that the developer of Kyle View extend sewer utility service to Kyle View as provided in the City's Utility Extension Policy.

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

ADOPTED this _____ day of _____, 2007.

ATTEST:

_____
City Secretary

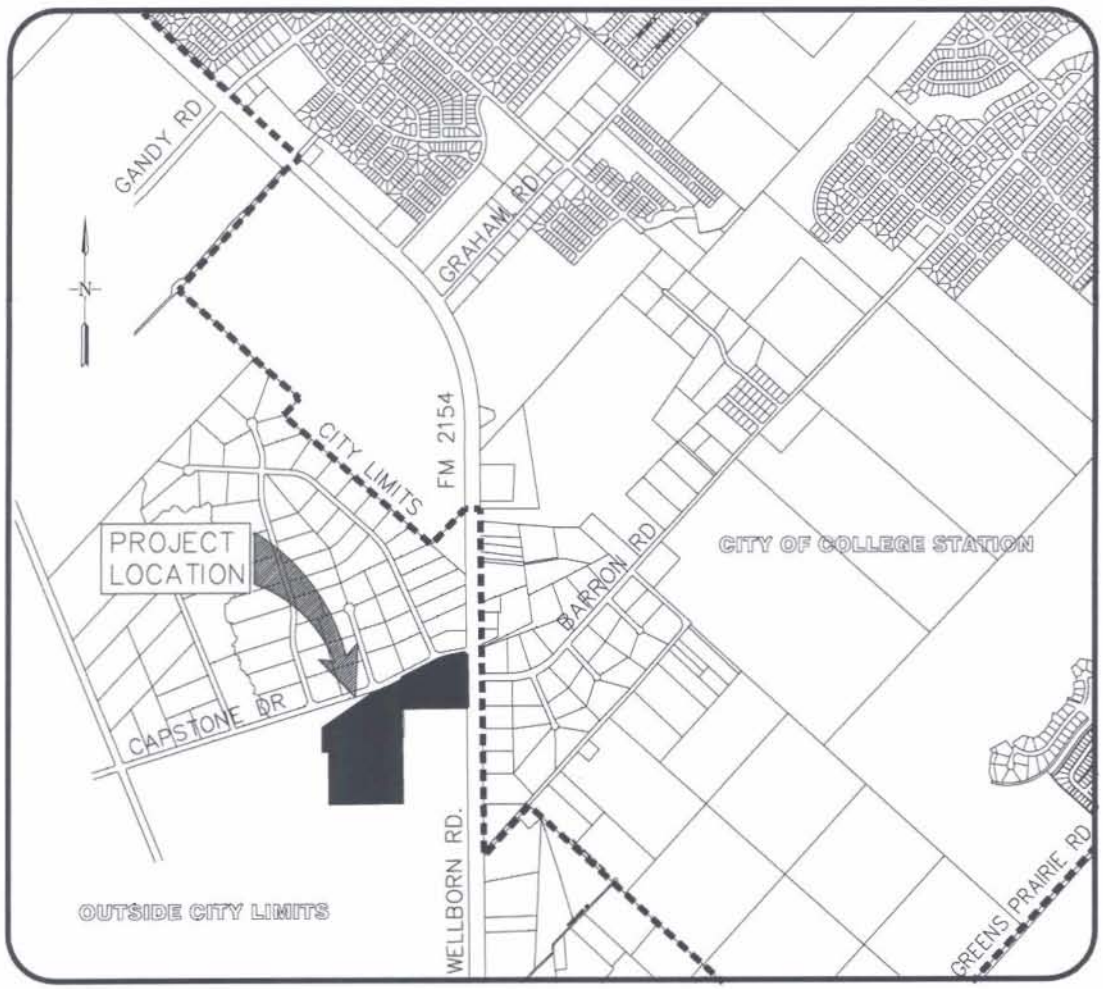
APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Kyle View Map



VICINITY MAP

SCALE : NONE

December 13, 2007
Consent Agenda
Developer Participation Agreement with Kyle View Estates

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action and discussion regarding approving a Developer Participation Agreement for sewer collection infrastructure with Kyle View Estates, L.P. at a cost not to exceed $85,690.

Recommendation: Staff recommends approval of this agreement.

Summary: Kyle View Estates, L.P. is developing a 46-acre tract of land at Capstone Drive and Wellborn Road in the ETJ. The development will require a small sewage lift station and pipeline to serve the homes in Kyle View. This provides an opportunity for the City to participate with the developer for construction of a vital link in the City's sewage collection system. Under this Participation Agreement, the City will pay the cost increase to move the lift station to the east side of Wellborn Road and increase its capacity, so that the lift station will then serve areas west of W.D. Fitch Parkway and north of Barron Cut-off including the Westminster Subdivision.

The City has for some time been looking for a way to provide sewer service to this area. The Westminster Subdivision is composed of large acreage lots which are currently served by on-site sewer systems. Therefore, a new sewer system constructed to serve the area would only get new customers as homes switched from on-site to City service. By partnering with this development in this endeavor, a greater area of the City is provided a valuable City service at a greatly reduced overall cost.

Kyle View Estates, L.P. will pay the cost of their original design, $224,125 and since the larger lift station in the new location is estimated to cost $309,815 the City will pay the difference, a maximum of $85,690. If actual construction costs are less than estimated, the City's share will be reduced proportionally.

Please note: This development is outside the City's certificated area for sewer service. A separate Council action item has been submitted for consideration, requesting an exception to policy to allow City sewer service to this development. Also, the development is outside the City limits, but <u>the developer has requested annexation in writing</u>.

Budget & Financial Summary: Funding is budgeted in the Wastewater Service Fund under Oversize Participation.

Attachment:
Participation Agreement
Letter

ETJ 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 KyleView Estates, L.P., a Texas Limited Partnership (hereinafter "DEVELOPER").

WHEREAS, DEVELOPER owned, subdivided, platted and is developing property within the extraterritorial jurisdiction (ETJ) of the City of College Station, more particularly described as Kyle View Estates Subdivision, Brazos County, Texas (hereinafter "Property") a description of which is attached hereto as **Exhibit A**; and

WHEREAS, CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES requires that DEVELOPER conform to CITY's standards and master plans for streets and utilities and to pay for all costs of materials and installation of streets, alleys, sidewalks, drainage, and utilities relating to DEVELOPER's development; and

WHEREAS, DEVELOPER may request City participation or CITY may require joint participation in the construction of certain public facilities to conform with CITY's plans for its utilities and long term development; and

WHEREAS, CITY requests a lift station of increased capacity, four-inch (4") force main and eight-inch (8") gravity sewer line; as depicted in **Exhibit B** (hereinafter "Project"); and

WHEREAS, CITY will benefit from the installation of said sewer line by its expanding the service area and capacity of the CITY sewer system, and

WHEREAS, DEVELOPER has requested that CITY cost participate in said sewer line improvements; and

WHEREAS, DEVELOPER agrees to design and construct a stormwater system in accordance with B/CS Unified Stormwater Design Guidelines, Details and Specifications; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by DEVELOPER's engineers and determined that DEVELOPER's proposal is a benefit to the CITY; and

WHEREAS, both parties agree as to the nature and proportion of joint participation as further recited herein; and

WHEREAS, Developer agrees to petition the CITY for annexation into the corporate limits of the above-referenced subdivision that will benefit from the joint construction of said public improvements;

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 Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station Development Services Department, the City Engineer.

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

1.3 DEVELOPER means **KyleView Estates, L.P.**, a Texas Limited Partnership whose principal office is located at 1722 Broadmoor, Ste 212, Bryan, Texas 77802.

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

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, a written guarantee of performance for a one year maintenance period has been provided, 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 DEVELOPER as required, all Letters of Completion and other CITY documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

1.6 Letter of Completion: A letter issued by the City Engineer stating that the construction of public improvements conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

1.7 Property means that one certain tract of land known as Kyle View Estates Subdivision and as further described in **Exhibit A** attached hereto and incorporated herein made a part hereof.

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

II.
CITY COST PARTICIATION

2.1 CITY agrees to cost participate in the following improvements as follows:

1. The difference between the construction of (i) a small lift station with four-inch (4") force main and (ii) a relocated lift station of larger capacity, four-inch (4") force main and eight-inch (8")gravity sewer line.

2.2 The total cost of the project is $309,815. CITY agrees to cost participate with DEVELOPER in an amount not to exceed the lesser of $85,690 or 27.7% of the actual amount of the contract awarded under this paragraph. The Project must be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended. The CITY shall be responsible for advertising and obtaining bids for the construction of the Project. DEVELOPER shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

2.3 DEVELOPER's engineer's detailed cost estimate of the Project is attached hereto and incorporated herein as **Exhibit C.**

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 all Letters of Completion relating to the Project;
(3) DEVELOPER's compliance with all CITY Codes, Ordinances and standards relating to the Project;
(4) dedication of the land for the right-of-way either by plat or by general warranty deed relating to the Project;
(5) a current title report as of the date of such 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.
(7) A breakdown of actual costs of the Project with supporting documentation, including all payment receipts; and
(8) Receipt of a petition by all of the owners of the Property requesting annexation.

2.5 City Participation Payment. DEVELOPER shall submit the written application for CITY participation payment within thirty (30) days after issuance of all Letters of Completion relating to the Project or DEVELOPER shall be ineligible to receive the CITY 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 its participation funds in one payment within thirty (30) days after receipt of a complete written application for participation payment from DEVELOPER.

2.7 Reports, books and other records. DEVELOPER shall make its books and other records related to the project available for inspection by CITY. DEVELOPER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for CITY 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 Project detailed in **Exhibit B and C** of this Agreement. The submission of these reports and information shall be the responsibility of DEVELOPER and shall be certified by DEVELOPER's Licensed Professional Engineer at DEVELOPER'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.

DEVELOPER 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 DEVELOPER 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 DEVELOPER.

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

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

DEVELOPER 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, DEVELOPER'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 DEVELOPER.

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. DEVELOPER 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 DEVELOPER in the installation of the specified improvements shall be the responsibility of DEVELOPER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. DEVELOPER 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, DEVELOPER 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 Letter of Completion of the improvements, DEVELOPER 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 DEVELOPER 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 AND PAYMENT

Alternative 1- City part is 30% or less

5.1 DEVELOPER 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.

5.2 Valid payment and performance bonds that conform to the requirements of this section must be presented to CITY as a condition precedent before this agreement goes into effect.

Alternative 2-City part exceeds 30% participation or is in ETJ

5.1 CITY shall ensure that the prime contractor of the Project execute to the CITY a performance bond and/or a payment bond as may be required pursuant to chapter 2253 Texas Government Code. (This project is in the ETJ, therefore Alternative 2 is selected)

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 DEVELOPER represents that he or she is authorized to sign on behalf of DEVELOPER 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:

KyleView Estates, L.P..
Paul Leventis
President, Brazos Trace, L.L.C.
1722 Broadmoor, Suite 212
Bryan, Texas 77802

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 DEVELOPER without the prior written approval of the CITY.

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

Executed this _____day of _____, 200__.

List of Exhibits:

A A description of the Property
B A description of the Project
C Engineer's estimate of the costs of the Project

KYLEVIEW ESTATES, LP
BRAZOS TRACE, L.L.C
By Its General Partner
BY: _____
Printed Name: Paul Leventis
Title: President of the General Partner

CITY OF COLLEGE STATION

BY: _____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

_____
City Manager

_____
City Attorney

_____
Chief Financial Officer

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared Paul Leventis as President of The General Partner, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 30th day of November, 2007.

Donna L. Spelce
Notary Public in and for the State of Texas

DONNA L. SPELCE
Notary Public, State of Texas
My Commission Expires
June 14, 2009

THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

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

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

_____
Notary Public in and for the State of Texas

City Of College Station
ETJ Development Agreement

City_Limits

Parcels

Kyle View Estates Subdivision

Exhibit A

EXHIBIT B

PROPERTY DESCRIPTION

Engineers Estimate of Construction Cost
Kyle View Development
Offsite Sewer Improvements
10/23/2007

Alignment A

Item Description	Quantity	Units	Unit Price	Amount
Mobilization	1	LS	$5,000	$5,000
Erosion Control	1	LS	$2,500	$2,500
Lift Station	1	LS	$100,000	$100,000
4" Force Main	4500	LF	$12	$54,000
12" Encasement by Dry Bore	225	LF	$150	$33,750
Air Release Valve	1	EA	$3,500	$3,500
Connection to Exist Manhole	1	EA	$500	$500
Driveway Repair	9	EA	$500	$4,500
		Subtotal		$203,7501
		Contingency	10%	$20,375
		Total		$224,125

Alignment B

Item Description	Quantity	Units	Unit Price	Amount
Mobilization	1	LS	$5,000	$5,000
Erosion Control	1	LS	$7,500	$7,500
8" PVC Sewer Line	804	LF	$25	$20,100
18" Encasement by Dry Bore	225	LF	$250	$56,250
12" Encasement by Wet Bore	100	LF	$150	$15,000
Lift Station	1	LS	$125,500	$125,500
4" Force Main	3650	LF	$12	$43,800
Air Release Valve	1	EA	$3,500	$3,500
Connection to Exist Manhole	1	EA	$500	$500
Driveway Repair	9	EA	$500	$4,500
		Subtotal		$281,650
		Contingency	10%	$28,165
		Total		**$309,815**

Estimated Increase in Cost from Alignment A to Alignment B **$85,690**

STATE OF TEXAS
BRETT A. McCULLY
82553
REGISTERED PROFESSIONAL ENGINEER

EXHIBIT C

B & A

Bleyl & Associates

Project Engineering & Management

1722 Broadmoor
Suite 210
Bryan, TX 77802

November 29, 2007

David Coleman, P.E.
Utilities Division Manager
City of College Station
1101 Texas Avenue
College Station, Texas 77842

Re: Kyle View Estates
Sanitary Sewer Service Request
Annexation Request

Mr. Coleman,

As you are aware, the proposed Kyle View project lies on the south side of Capstone Drive and on the west side of the UPRC tracks and Wellborn Road. This development is currently located in the City's ETJ and is outside the City's current sanitary sewer CCN.

As you know, the Council Resolution in regard to utility service outside the City limits and/or CCN does not permit service without an exception, which is therefore the intent of this request.

This letter should serve to formally request an exception allowing the City of College Station to act as the sanitary sewer service provider to the proposed Kyle View Estates Project.

This letter should also serve to officially request that the City of College Station annex the property as soon as allowable and practical.

We ask that these requests be processed as promptly as possible, and that you would let me know of any other information you may require. Any questions in regards to this request may be directed to myself at (979) 268-1125 or the Developer, Mr. Paul Leventis at (979) 774-2900.

Sincerely,

Brett McCully, P.E.
Sr. Engineer / Branch Manager

Bryan
(979)-268-1125
(979)-260-3849

Austin
(512)-328-7878
(512)-328-7884 Fax

Conroe
(936)-441-7833
(936)-760-3833 Fax

December 13, 2007
Consent Agenda Item #
College Station Utilities Meeting and Training Facility

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract with JaCody, Inc. for the amount of $1,883,978.00 for the construction of the College Station Utilities Meeting and Training Facility Project; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends Council approval of the resolutions and award of the professional services contract to JaCody, Inc.

Summary: The CSU Meeting and Training Facility will be a 7,965 sq. ft. building constructed across the parking lot from the existing College Station Utilities building off of Graham Road. Three competitive sealed proposals were received for this project: Dudley Construction, Ltd., Mega Contractors, Inc., and JaCody, Inc. Mega Contractors withdrew their proposal due to a materials mistake and the bid bond was returned in accordance with purchasing statutes. The remaining proposals were ranked according to a published set of selection criteria. JaCody received the highest ranking and was also the lowest cost.

Budget & Financial Summary: $2,000,000 is budget in the Electric Capital Projects Fund for this project. The Utility Revenue Bonds for this project are scheduled to be issued in 2008. Additional funds of $250,000 are needed to complete the project. An additional $250,000 in Utility Revenue Bonds are proposed to be issued. A budget amendment for this additional budget appropriation will be brought back to Council in the near future.

Attachments:
1. Resolution
2. Project Location Map
3. Resolution Declaring Intention to Reimburse Certain Expenditures With Proceeds from Debt. (I will send this when I get a signed copy back)

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE COLLEGE STATION UTILITIES MEETING AND TRAINING FACILITY PROJECT (WF0847168) AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited competitive sealed proposals for the construction phase of the College Station Utilities Meeting and Training Facility Project; and

WHEREAS, the selection of JaCody, Inc. is being recommended as the offeror that offers the best value and is the highest-ranked offeror for the construction services related to College Station Utilities Meeting and Training Facility 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 offeror that offers the best value and is the highest-ranked offeror for the construction services related to the construction of the College Station Utilities Meeting and Training Facility Project.

PART 2: That the City Council hereby approves the contract with JaCody, Inc. for $1,883,978.00 for the labor, materials and equipment required including Alternate 4 for the improvements related to the College Station Utilities Meeting and Training Facility Project.

PART 3: That the funding for this Contract shall be as budgeted from the College Station Utilities Capital Improvement Project Fund, Electric Division, in the amount of $1,883,978.00.

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

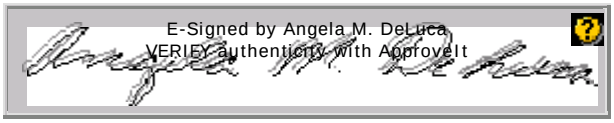
ADOPTED this 13th day of December, A.D. 2007.

ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

APPROVED:



_____

City Attorney

CSU Meeting and Training Facility
Site Map

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed $7,250,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 13th DAY OF DECEMBER, 2007.

_____
Ben White, Mayor

ATTEST:

_____
Connie Hooks, City Secretary (Seal)

APPROVED:

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

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

William D. Fitch Parkway Widening Phase II ($5,000,000)

College Station Utility Meeting and Training Facility ($2,250,000)

December 13, 2007
Consent Agenda
Renewal of Landscape Maintenance Contract for Water Services Facilities

To: Glenn Brown, City Manager

From: David M. Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion to approve a Renewal Agreement with Rainbow Gardens in the amount of $52,263 for landscape maintenance services at Water Services facilities.

Recommendation: Staff recommends approval of the renewal agreement.

Summary: Rainbow Gardens was the lowest responsible bidder for Bid #06-19, Contract 06-021A, awarded December 15, 2005. This bid specified annual landscape maintenance services at the City's Water Services facilities.

Last year, Change orders 1 and 2 brought the total annual contract amount to $51,183.

This year, change Order #3, in the amount of $1,480.00, provides for mowing and fire ant control at three new wastewater lift stations, and the removal of one lift station from the contract.

Original Contract Amount	$47,283.00	
Revised Contract Amount with Change Orders 1 & 2	$51,183.00	8.04% increase
Change Order No. 3	$1,480.00	3.13% increase
Revised Contract Amount for FY-08	$52,263.00	10.53% total increase

With mutual agreement between the city and the contractor, the original Landscape Maintenance Contract allows for two possible annual renewals beyond the original expiration date of December 14, 2006. This item is the second and final renewal period on this contract.

Budget & Financial Summary: Funding is budgeted and available in the Water Fund and Wastewater Fund operating budgets.

Attachments:
Renewal Agreement
Change Order 3

By signing herewith, I acknowledge and agree to renew contract #06-021A, for landscape maintenance at the City's water/wastewater sites in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning December 15, 2007 through December 14, 2008.

RAINBOW GARDENS

Dana Rudd — 11-26-07

AUTHORIZED REPRESENTATIVE — DATE

CITY OF COLLEGE STATION

Mayor — DATE

ATTEST:

City Secretary — DATE

APPROVED:

City Manager — DATE

Angela M DeLuca

City Attorney — DATE

Chief Financial Officer — DATE

STATE OF TEXAS **CORPORATE ACKNOWLEDGMENT**

COUNTY OF Brazos

This instrument was acknowledged on the 26 day of November, 2007,

by Dana Russell in his/her capacity as Owner of

Rainbow Gardens, a TEXAS Corporation, on behalf of said corporation.

Cynthia Sciulli
Notary Public in and for the
State of Texas

CYNTHIA SCIULLI
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-15-2009

STATE OF TEXAS **ACKNOWLEDGMENT**

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2007,

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

****

CHANGE ORDER NO.	3	DATE:	11/28/07
CONTRACT #	06-021A	PROJECT DESCRIPTION:	Landscape Maintenance for Water & Wastewater sites
P.O.# 060310 PROJECT #	N/A		

OWNER:

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

CONTRACTOR:

Rainbow Gardens
11672 E. SH 21
Bryan, TX 77808

Ph: 979-589-3636

Fax: 979-589-3636

PURPOSE OF THIS CHANGE ORDER:

Item 1: Lift Station #1 has been taken off-line and the grounds no longer need to be maintained.

Item 2: Nantucket Lift Station has been added to the wastewater collection system and needs grounds maintenance.

Item 3: Creek Meadow Lift Station has been added to the wastewater collection system and needs grounds maintenance.

Item 4: Valley Park Lift Station has been added to the wastewater collection system and needs grounds maintenance.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	Per trip	Remove Lift Station 1 from contract	$30	18	0	($540.00)
2	Per trip	Remove fire ant control, Lift Stn. 1	$10	2	0	($20.00)
3	Per trip	Add Nantucket Lift Station	$30	0	18	$540.00
4	Per trip	Add Creek Meadow Lift Station	$40	0	18	$720.00
5	Per trip	Add Valley Park Lift Station	$40	0	18	$720.00
6	Per trip	Fire ant control (3 sites, 2x per yr.)	$10	0	6	$60.00

THE NET EFFECT OF THIS CHANGE ORDER IS A **$1,480.00** **Increase**.

ORIGINAL CONTRACT AMOUNT	$47,283.00		
Change Order No. 1	($100.00)	0.21	% of Original Contract Amount
Change Order No. 2	$4,000.00	8.25	% of Original Contract Amount
Change Order No. 3	$1,480.00	3.13	% of Original Contract Amount
REVISED CONTRACT AMOUNT	$52,263.00		

ORIGINAL CONTRACT TIME	**365**	**Days**
Change Order No. 1 Time Extension or Reduction	0	Days
Change Order No. 2 Time Extension or Reduction	0	Days
Change Order No. 3 Time Extension or Reduction	0	Days
REVISED CONTRACT TIME	**365**	**Days**

ORIGINAL SUBSTANTIAL COMPLETION DATE	12/14/2008
REVISED SUBSTANTIAL COMPLETION DATE	12/14/2008

APPROVED:

CONTRACTOR	11-30-07 Date	CHIEF FINANCIAL OFFICER	Date
PROJECT MANAGER	Date	CITY ATTORNEY	Date
DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date	CITY MANAGER	Date
		MAYOR	Date
		CITY SECRETARY	Date

December 13, 2007
Consent Agenda
Railroad Crossing Agreement for Water Transmission Line

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of an agreement with Union Pacific Rail Road to allow construction of the water transmission pipeline under the railroad tracks.

Recommendation: Staff Recommends Council approve this agreement.

Summary: On September 13, 2007 City Council approved the award of a $5.5 million construction contract for installation of a new 36" water transmission line from State Hwy 21 to Villa Maria Road. This project is the third and final phase of the parallel water transmission line that will increase our capacity to transport water from the Sandy Point pump station to the City of College Station.

Just south of State Hwy 21, as shown on the attached map, the water transmission line must cross under the Union Pacific Railroad (UPRR) tracks, which requires a written agreement between the City and UPRR. This agreement stipulates that the City will hire an inspector during site work, and the City will require our construction contractor to sign an agreement with UPRR and carry certain insurance. These requirements are standard procedure for railroad crossings and staff recommends approval.

Budget & Financial Summary: The cost to hire an inspector is included in the Water Capital Fund.

Attachment:
Agreement
Map

August 27, 2007
Folder: 2425-29

MR. DAVID COLEMAN
CITY OF COLLEGE STATION
1601 SOUTH GRAHAM RD.
COLLEGE STATION TX 77845

Re: Proposed 36" Water Pipeline Crossing of Railroad Property at Mile Post 80.2 on the Navasota Subdivision at or near Bryan, Brazos County, Texas

Dear David,

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute or arrange for execution of the attached document and have the signatures witnessed or attested, as indicated. Please RETURN ALL COPIES of the document for execution on behalf of the Railroad Company in the enclosed self-addressed envelope. Your copy of the fully-executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, and Insurance Certificates, as required by the agreement.

Also attached is Contractor's Right of Entry Agreement which must be executed and returned in accordance with the attached agreement, if work is to be performed by a contractor.

Payment in the amount of **One Thousand Five Hundred Dollars ($1,500.00)** is due and payable upon your execution of the agreement. Please include your check, **with Folder No. 2425-29 written on the front**, made payable to Union Pacific Railroad Company, with the return of the documents. This agreement will not be accepted by the Railroad Company until the initial payment is received and all Insurance Certificates are in proper form. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8623.

Yours truly,

Mary C. Gross

Mary Gross
Manager - Contracts

PL X 940206
Form Approved, AVP-Law

Folder No. 2425-29

PIPELINE CROSSING AGREEMENT

Mile Post: 80.2, Navasota Subdivision
Location: Bryan, Brazos County, Texas

THIS AGREEMENT is made and entered into as of July 25, 2007, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (hereinafter the "Licensor") and **CITY OF COLLEGE STATION**, a Texas municipal corporation to be addressed at 1601 South Graham Rd., College Station, Texas 77845 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. **LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Dollars ($1,500.00)**.

Article II. **LICENSOR GRANTS RIGHT.**

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate only a

36" water pipeline crossing (hereinafter the "Pipeline")

in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated July 25, 2007, marked Exhibit A. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than the above-mentioned, and said Pipeline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article III. **CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

Article V. INSURANCE.

The Licensee is a public entity subject to the TEXAS TORT CLAIMS ACT TEX.CIV. PRAC. & REM. Code 101.001 (Vernon 1997 and Vernon Supp. 2003) and by entering into this Agreement expressly does not agree to and does not waive its governmental immunity. However, the Licensee agrees to self-insure any limits of its statutory liability of up to a maximum of $500,000.00, if any, subject to the TEXAS TORT CLAIMS ACT. Licensor expressly consents to Licensee's self-insurance of said limits of liability.

Article VI. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

Article VII SPECIAL PROVISIONS

This 36" water pipeline crossing will share the same 54" steel casing with the 4" fiber optic conduit wireline crossing as referenced by Folder #2464-98. Also, there will be one Contractor's Right of Entry Agreement which will reference both the wireline crossing and the pipeline crossing folders 2425-29 and 2464-98.

Sections 7(a); 7(b) and 13(b) of the Exhibit B attached hereto and made a part hereof is hereby amended to read as follows:

Section 7 PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensees expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless, to the extent allowed by Texas law, from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless, to the extent allowed by Texas law, from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by

the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 13 **TERMINATION**

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written given by either party hereto to the other on any date in such notice stated, not less, however, than one hundred eighty (180) days subsequent to the date upon which such notice shall be given.

ENGINEERING REQUIREMENTS

1. The casing needs to extend from right-of-way line to right-of-way line. Licensee must locate the jacking and receiving pits.

2. Licensee must follow the recommendations and guidelines outlined in the geotechnical report. This includes having a Geotechnical Engineer on site during the installation of the pipe.

3. A railroad inspector is required to monitor the ground and track for movement during the installation process. The installation process and all train movement must be immediately stopped if any movement is detected. The damaged area must be immediately repaired. The installation process must be reviewed and modified as required before the installation may proceed. Applicant must pay inspector's expense and the cost of any required repairs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Manager - Contracts

CITY OF COLLEGE STATION

By: _____
Title: Mayor

APPROVED:

Carla A Robinson
City Attorney

_____
City Manager

_____
Chief Financial Officer

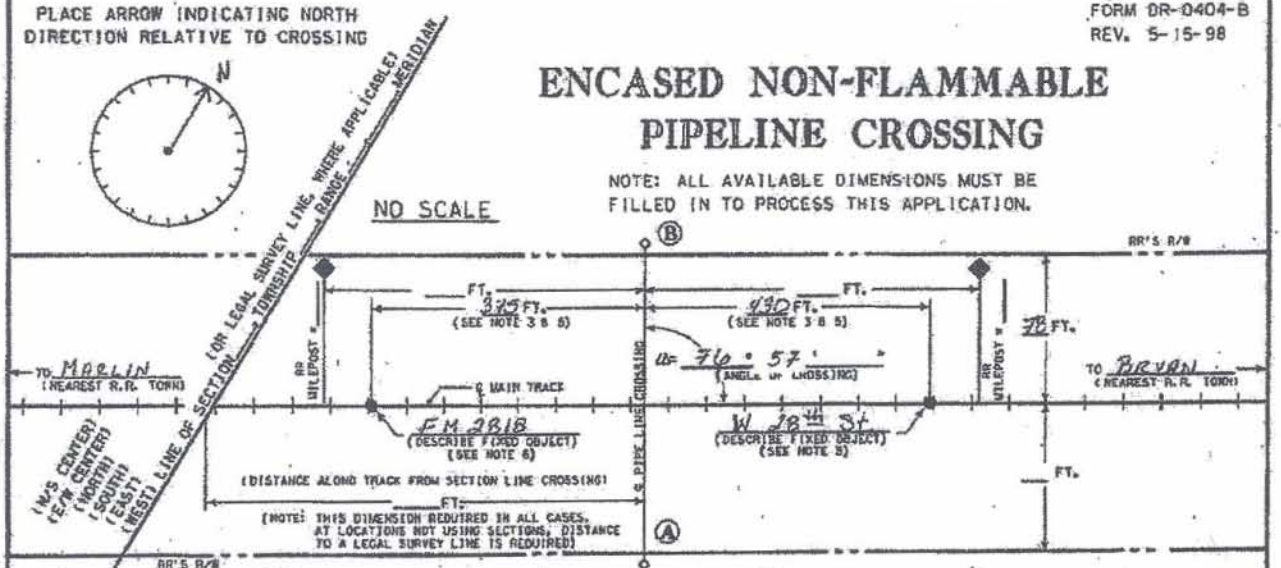
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

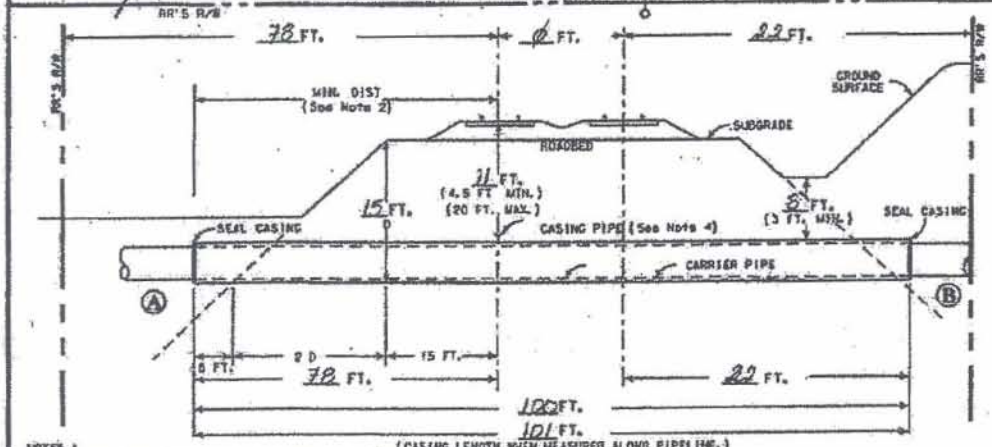
FORM DR-0404-B
REV. 5-15-98

ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



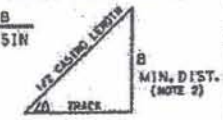


STEEL CASING WALL THICKNESS CHART		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12"-18"
.3750"	3/8"	OVER 18"-22"
.4375"	7/16"	OVER 22"-26"
.5000"	1/2"	OVER 26"-34"
.5625"	9/16"	OVER 34"-42"
.6250"	5/8"	OVER 42"-48"
OVER 48" MUST BE APPROVED BY R.R. CO.		

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$$\frac{B}{\Delta \sin}$$



NOTES:
1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ℄ OF TRACK.
2) CASING TO EXTEND BEYOND THE ℄ OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
3) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, ℄ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
5) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; ℄ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET ? ____ YES; X NO;
B) IF YES, NAME OF STREET N/A
D) DISTRIBUTION LINE ____ OR TRANSMISSION LINE X
C) CARRIER PIPE :
COMMODITY TO BE CONVEYED WATER
OPERATING PRESSURE 100 PSI
WALL THICKNESS VARIOUS ; DIAMETER 36" ; MATERIAL VARIOUS ;
E) CASING PIPE :
WALL THICKNESS 5/8" ; DIAMETER 54" ; MATERIAL STEEL ;
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
X DRY BORE AND JACK (WET BORE NOT PERMITTED) ;
X TUNNEL ; OTHER MICROTUNNELING
G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? X YES; ____ NO;
H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK ____ (30' MIN.)
I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ____ DOES ; ____ DOES NOT ; EXIST IN VICINITY OF WORK TO BE PERFORMED . TICKET NO. ____

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Abilene (SUBDIVISION)

M.P 80.2 E.S. 1075+75±

ENCASED Pipeline CROSSING AT

Bryan (NEAREST CITY) Brazos (COUNTY) TX (STATE)

City of College Station (APPLICANT)

RR FILE NO. 2425-29 DATE 7-25-07

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licen use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times b Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lesse the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without coven title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed b Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as mo modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts ir respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all p of conflict, but in all other respects the Specification shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, rene modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modifica relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Lice the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have b approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide s support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, rene modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by Licensor in connection therewith, which expense shall include all assignable costs.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practic to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licenso connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipel All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, rep and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroa in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeli move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licen the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as moc changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the con continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

SEE ARTICLE VII

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is bu anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunica company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic c all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has b accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and exp whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any wa Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harm from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and exper caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destru of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on be of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such c liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not b or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or c consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the f optic cable on Licensor's property.

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Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licens connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not pe or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work don materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and h harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on acc of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, char and assessments levied upon or in respect to such property shall not be increased because of the location, constructio maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, o account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licenso equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compa

with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or (any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modifi reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Lice sole expense, restore such fence and other property to the same condition as the same were in before such fence was taker or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its o agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of what nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or dam or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises fr taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the lo of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, a causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Lice officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whats (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in it or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agr indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, constru maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or an thereof; or

2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remov Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall resto the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the constru of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cos expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Lice remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as go condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and o restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudic impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, obse and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subseq breach thereof.

Section 13. TERMINATION. SEE ARTICLE VII

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in d in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice fro Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agree by written notice.

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice giv either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the upon which such notice shall be given.

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(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last k address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the p hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written co of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or a the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absol void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the pa hereto, their heirs, executors, administrators, successors and assigns.

WLX.DOC 940204
Form Approved, AVP-Law

Folder No. 2464-98

WIRELINE CROSSING AGREEMENT

Mile Post: 80.2, Navasota Subdivision
Location: Bryan, Brazos County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of July 25, 2007, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF COLLEGE STATION**, a Texas municipal corporation to be addressed at 1601 South Graham Rd., College Station, Texas 77845 ("Licensee")

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Dollars ($1,500.00).**

Article 2. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground 4" fiber optic conduit wireline crossing only

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated July 25, 2007, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

Article 4. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Wireline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's form Contractor's Right of Entry Agreement. Licensee acknowledges

receipt of a copy of the Contractor's Right of Entry Agreement and understands its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

Article 5. INSURANCE.

The Licensee is a public entity subject to the TEXAS TORT CLAIMS ACT TEX.CIV.PRAC. & REM. Code 101.001 (Vernon 1997 and Vernon Supp. 2003) and by entering into this Agreement expressly does not agree to and does not waive its governmental immunity. However, the Licensee agrees to self-insure any limits of its statutory liability of up to a maximum of $500,000.00, if any, subject to the TEXAS TORT CLAIMS ACT. Licensor expressly consents to Licensee's self-insurance of said limits of liability.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

Article VII SPECIAL PROVISIONS

This 4" fiber optic conduit wireline crossing will share the same 54" steel casing with the 36" water pipeline crossing as referenced by Folder #2425-29. Also, there will be one Contractor's Right of Entry Agreement which will reference both the wireline crossing and the pipeline crossing folders 2425-29 and 2464-98.

Sections 7(a); 7(b) and 13(b) of the Exhibit B attached hereto and made a part hereof is hereby amended to read as follows:

Section 7 PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensees expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless, to the extent allowed by Texas law, from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless, to the extent allowed by Texas law, from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by

the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.

Section 13 **TERMINATION**

(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written given by either party hereto to the other on any date in such notice stated, not less, however, than one hundred eighty (180) days subsequent to the date upon which such notice shall be given.

ENGINEERING REQUIREMENTS

1. The casing needs to extend from right-of-way line to right-of-way line. Licensee must locate the jacking and receiving pits.

2. Licensee must follow the recommendations and guidelines outlined in the geotechnical report. This includes having a Geotechnical Engineer on site during the installation of the pipe.

3. A railroad inspector is required to monitor the ground and track for movement during the installation process. The installation process and all train movement must be immediately stopped if any movement is detected. The damaged area must be immediately repaired. The installation process must be reviewed and modified as required before the installation may proceed. Applicant must pay inspector's expense and the cost of any required repairs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Manager - Contracts

CITY OF COLLEGE STATION

By: _____
Title: Mayor

APPROVED:

Carla A Robinson
City Attorney

_____
City Manager

_____
Chief Financial Officer

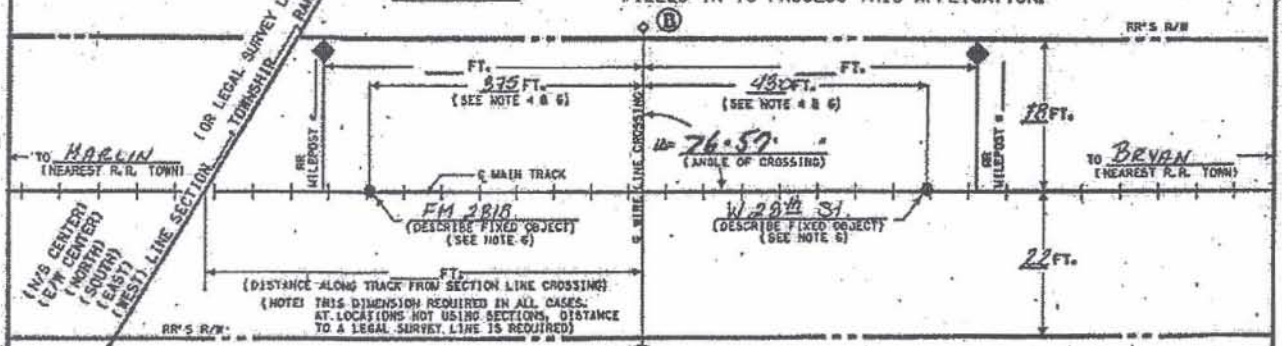
FORM DR-0404-F
REV. 5-15-98

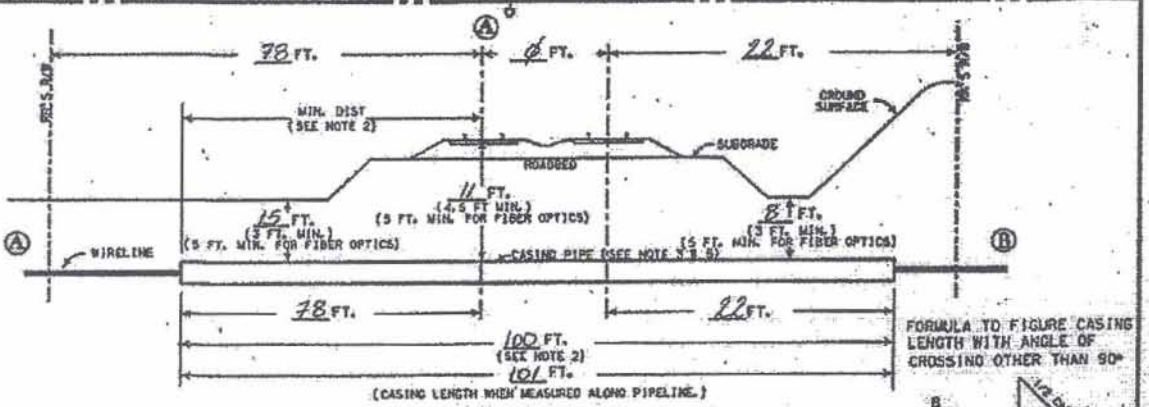
UNDERGROUND WIRELINE CROSSING
750 VOLTS OR LESS

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

NO SCALE

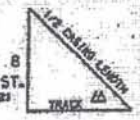
NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.





FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$$\frac{B}{\sin \Delta}$$



NOTES:
1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ℄ OF TRACK, EXCEPT AS NOTED.
2) CASING MUST EXTEND A MINIMUM OF 30' OUT FROM ℄ OF TRACK, MEASURED AT RIGHT ANGLES.
3) CASING MATERIAL: STEEL, RIGID METALLIC CONDUIT (NO PVC).
4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, ℄ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; ℄ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR ℄ OF CULVERTS.
7) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? ____ YES; X NO;
B) IF YES, NAME OF STREET N/A
C) TYPE WIRELINE CROSSING: ____ TELEPHONE; ____ TELEVISION; X FIBER OPTIC; OTHER; ____
D) VOLTAGE TO BE CARRIED UNDER TRACK ____ NO. OF WIRES ____
E) CASING TYPE TO BE INSTALLED STEEL
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S): X DRY BORE AND JACK (WET BORE NOT PERMITTED); X TUNNEL; OTHER HIGHTUNNELING
G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 22 + 78' (50' MIN.)
H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) ____
I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ____ DOES; ____ DOES NOT; ____ EXIST IN VICINTY OF WORK TO BE PERFORMED. TICKET NO. ____

EXHIBIT "A"
(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.
Navasota
(SUBDIVISION)
M.P. 80.2 E.S. 1075+75±
UNDERGROUND WIRELINE CROSSING
College Station Brazos TX
(NEAREST R.R. STATION) (COUNTY) (STATE)
FOR City of College Station
(APPLICANT)
RR FILE NO. 2464-98 DATE 8-23-07

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE # 1-800-336-9193

Rev 080706

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, wirelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Wireline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline shall be done to the satisfaction of the Licensor.

C. If the Wireline is an existing one not conforming in its construction to the above provisions of this Section 2, the Licensee shall, within ninety (90) days after the date hereof, reconstruct it so as to conform therewith.

D. The Wireline shall be constructed, maintained and operated by the Licensee in such manner as not to be or constitute a hazard to aviation. With respect to the Wireline the Licensee, without expense to the Licensor, will comply with all requirements of law and of public authority, whether federal, state or local, including but not limited to aviation authorities.

E. In the operation of the Wireline, the Licensee shall not transmit electric current at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty (750) volts, and the Wireline is, or is to be, buried at any location on the property of the Licensor outside track ballast sections or roadbed, the Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three (3) inches of concrete with a minimum of four (4) feet of ground cover the entire length of the Wireline on the property of the Licensor. A Wireline buried by removal of the soil shall have, at a depth of one (1) foot beneath the surface of the ground

directly above the Wireline, a six (6) inch wide warning tape bearing the warning, "Danger-High Voltage", or equivalent working. A Wireline encased in conduit, jacked or bored under the property of the Licensor, must be identified by placing warning signs, to be installed and properly maintained at the expense of the Licensee, at each edge of the Licensor's property. The Licensee shall not utilize the signs in lieu of the warning tape where portions of the casing are installed by direct burial.

F. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

G. The Licensee shall keep and maintain the soil over the Wireline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Wireline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF WIRELINE.

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Wireline, or move all or any portion of the Wireline to such new location, or remove the Wireline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Wireline on property of the Licensor in the location hereinbefore described shall, so far as the Wireline remains on

the property, apply to the Wireline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Wireline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. In the operation and maintenance of the Wireline the Licensee shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of the Licensor or of its tenants; and if, at any time, the operation or maintenance of the Wireline results in any electrostatic effects which the Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Licensor and/or its tenants, the Licensee shall, at the sole expense of the Licensee, immediately take such action as may be necessary to eliminate such interference.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS. SEE ARTICLE VII

~~A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the~~ fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING ~~LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER~~

INITIAL HERE

~~, OPTIC CABLE ON LICENSOR'S PROPERTY~~.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Wireline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Wireline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO

OR ARISES FROM:

1. **THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE WIRELINE OR ANY PART THEREOF;**

2. **THE PRESENCE, OPERATION, OR USE OF THE WIRELINE OR ELECTRICAL INTERFERENCE OR OTHER TYPES OF INTERFERENCE CREATED OR CAUSED BY THE WIRELINE OR ESCAPING FROM THE WIRELINE; OR**

3. **LICENSEE'S BREACH OF THIS AGREEMENT, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

Section 11. REMOVAL OF WIRELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Wireline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Wireline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION. SEE ARTICLE VII

A. If the Licensee does not use the right herein granted or the Wireline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

~~B. In addition to the provisions of subparagraph (a) above, this Agreement may be~~ terminated by written notice given by either party ~~hereto to the other~~ on any date in such notice stated, not ~~less, however, than thirty (30) days subsequent to the date upon which such notice shall be given~~.

C. Notice of default and notice of termination may be served personally upon the Licensee

INITIAL HERE

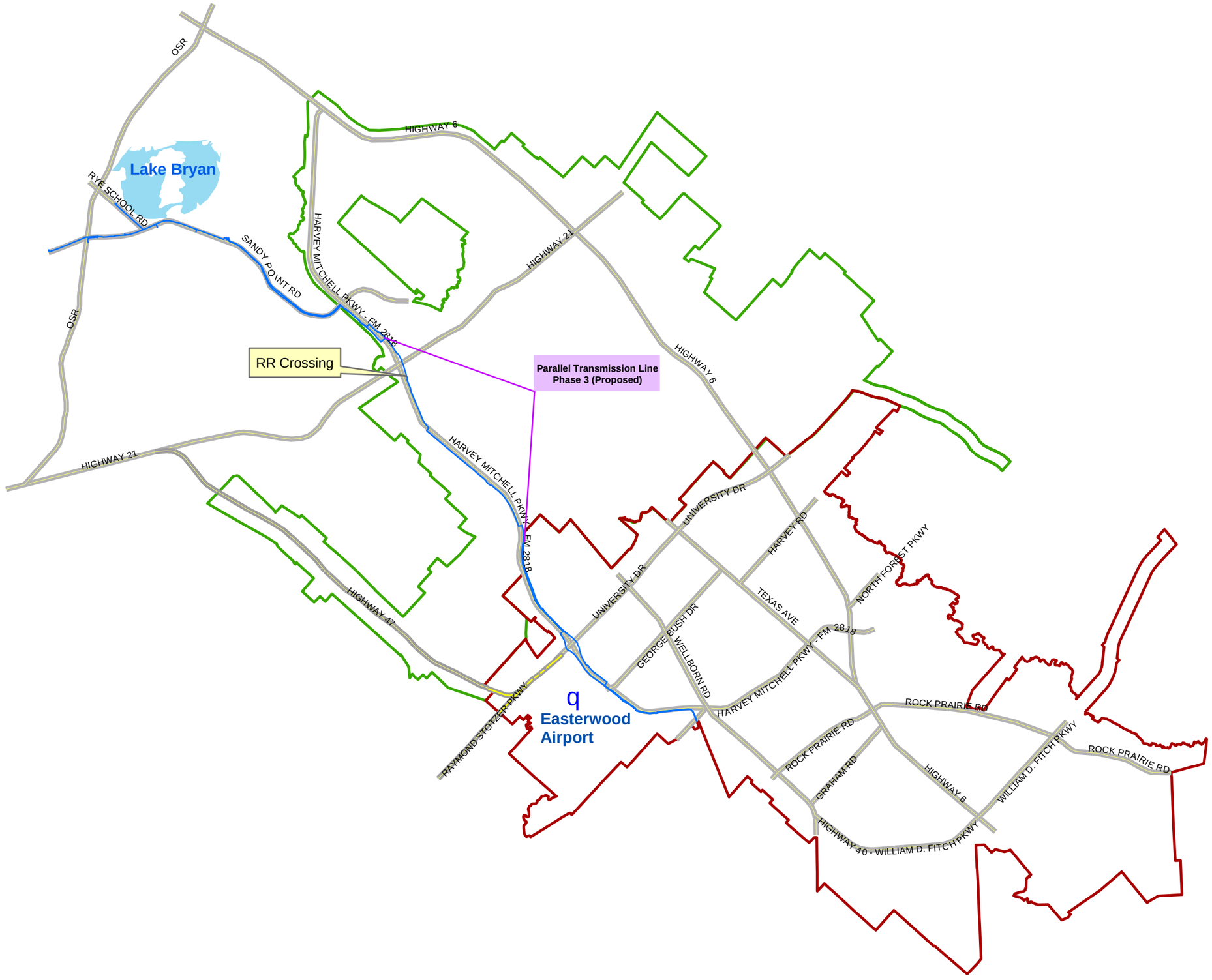
or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.


OSR
HIGHWAY 6
Lake Bryan
RYE SCHOOL RD
SANDY POINT RD
HARVEY MITCHELL PKWY - FM 2818
HIGHWAY 21
OSR
RR Crossing
Parallel Transmission Line
Phase 3 (Proposed)
HIGHWAY 6
HARVEY MITCHELL PKWY - FM 2818
HIGHWAY 21
UNIVERSITY DR
HARVEY RD
NORTH FOREST PKWY
UNIVERSITY DR
TEXAS AVE
HIGHWAY 47
GEORGE BUSH DR
WELLBORN RD
HARVEY MITCHELL PKWY - FM 2818
RAYMOND STOTZER PKWY
Easterwood
Airport
ROCK PRAIRIE RD
ROCK PRAIRIE RD
GRAHAM RD
HIGHWAY 6
WILLIAM D. FITCH PKWY
ROCK PRAIRIE RD
HIGHWAY 40 - WILLIAM D. FITCH PKWY

December 13, 2007
Consent Agenda
TxDOT Landscape Maintenance Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution authorizing the Mayor to sign a Landscape Maintenance Agreement with the Texas Department of Transportation (TxDOT).

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

Summary: The City of College Station has worked with TxDOT in several projects designed to enhance the appearance the community. When these projects were implemented, they were done with the understanding that the City would assume maintenance of the improvements. The Landscape Maintenance Agreement assigns responsibility to the City for maintenance of landscaping contained within the state's right of way of these projects, which include:

Location	Limits
1. BS 6-R	From FM 60 to Dominik Road
2. FM 60	From Spence Street to BS 6-R
3. SH 308	From FM 60 to North City Limit
4. FM 2347	From FM 2818 to FM 2154
5. FM 2347	From FM 2154 to Bizzell
6. FM 2818	From Luther Street to City Limit
7. SH6 at FM 60	In front of Scott & White
8. FM 60	From Forest Drive to SH 6
9. SH 30	At the SH 6 underpass
10. BS 6-R	Hensel Drive to Hensel Street
11. FM 60	Providence Memorial Church Site

A similar agreement was approved in August 2001. This agreement legally adds locations 8 through 11 to the city's responsibility; however, the city has been maintaining these locations for a number of years.

Budget & Financial Summary: This agreement does not impose any new financial responsibilities.

Attachments:
1. LMA Resolution
2. Landscape Maintenance Agreement
3. Attachment A
4. LMA Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO SIGN A LANDSCAPE MAINTENANCE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Texas Department of Transportation, hereinafter referred to as the "State", and the City of College Station, hereinafter referred to as the "City", have existing and proposed landscape improvements within the right of way of state highway routes within the City as described in the Landscape Maintenance Agreement; and

WHEREAS, the State and/or the City will provide such landscape improvements provided that the City agrees to be responsible for all required maintenance of the landscape improvements; now, therefore,

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

PART 1: That the City Council of the City of College Station, Texas, hereby approves the Landscape Maintenance Agreement.

PART 2: That the City Council of the City of College Station hereby authorizes the Mayor to sign the Landscape Maintenance Agreement referred to above.

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

LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this **13th** day of **December**, 20 **07**, by and between the State of Texas, hereinafter referred to as the "State", and the City of **College Station**, **Brazos** County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated **November 7, 2007**, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment “A”; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

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, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as “State Maintained and Operated” in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ on the _____ day of _____, year _____ , and the Texas Department of Transportation, on the _____ day of _____, year _____.

CITY OF COLLEGE STATION

_____
Ben White, Mayor
Date:_____

ATTEST:

_____
Connie Hooks, City Secretary
Date:_____

APPROVED:

_____
Glenn Brown, City Manager
Date:_____

_____
City Attorney
Date:_____

_____
Jeff Kersten, Chief Financial Officer
Date:_____

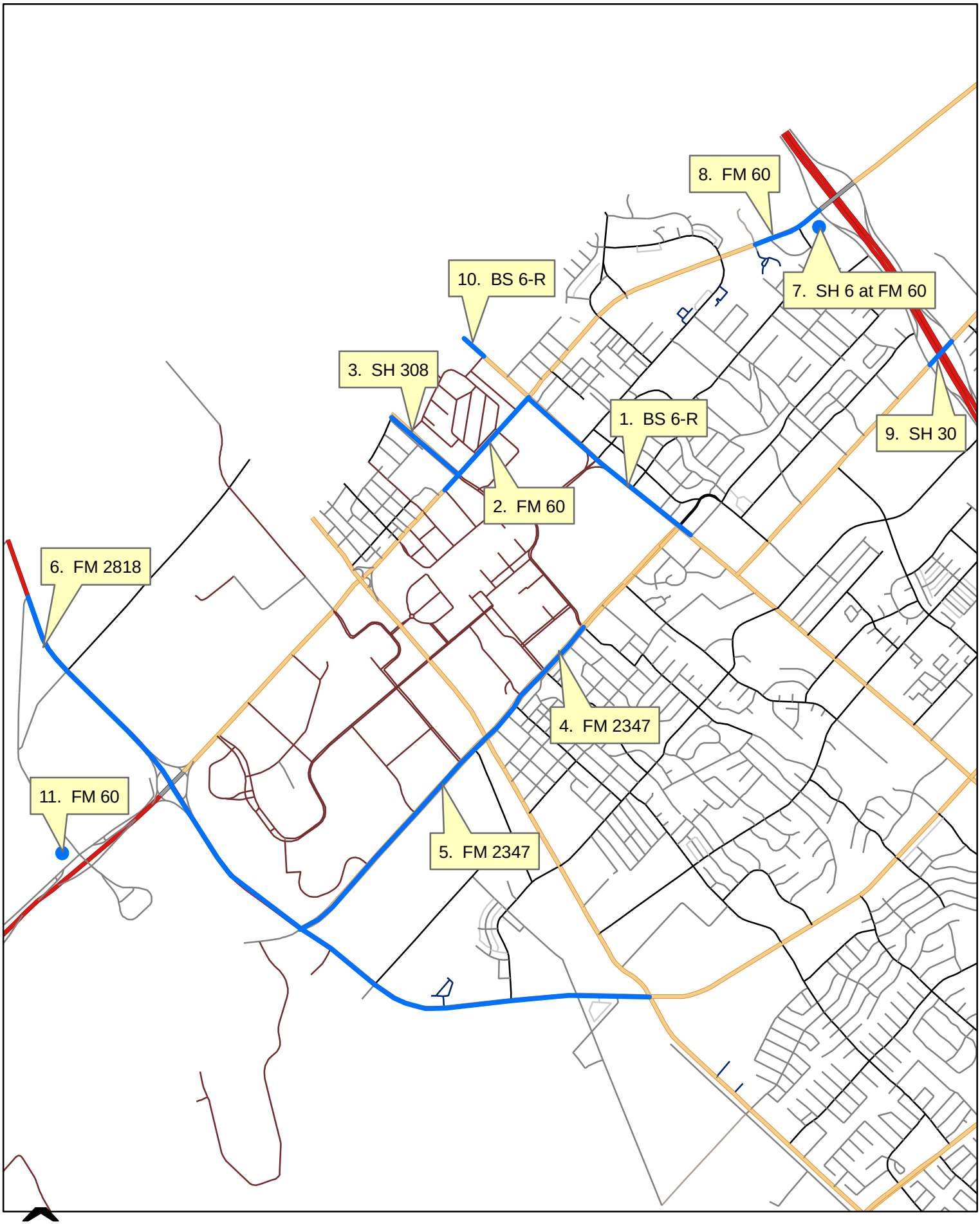
THE STATE OF TEXAS

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, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____
District Engineer
Bryan District

ATTACHMENT A
(COLLEGE STATION)

LOCATION	LANDSCAPE ELEMENT
BS6-R: From FM 60 to Dominik Road	Irrigation, brick pavers, planter boxes, plant material
FM 60: From Spence Street to BS6-R	Irrigation system, brick pavers, planter boxes, plant material.
SH 308: FM 60 to North City Limit	Brick pavers, plant material
FM 2347: FM 2818 to FM 2154	Irrigation system, stamped concrete, plant material.
FM 2347: FM 2154 to Bizzell	Plant material, stamped concrete
FM 2818: From Luther Street to the CS city limits	Crape Myrtles, beds and borders
SH 6 at FM 60 (in front of Scott & White)	Plant material, retaining wall, pavers, irrigation system
FM 60: From Forest Drive to SH 6	Median vegetation, planting beds
SH 30: SH 6 underpass	landscape pavers, aesthetic treatments
BS 6-R: Hensel Dr. to Hensel St.	Planting beds, wall, sculpture, enhanced lighting, plant material
FM 60: Providence Memorial Church Site	Turf, plaza, planting beds irrigation system



Location Map

0 1,850 3,700 Feet

December 13, 2007
Consent Agenda Item #
Department of Public Safety- Interlocal Agreement

To: Glenn Brown, City Manager

From: Bobby Whitmire, Interim Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding the approval of an interlocal agreement with the Texas Department of Public Safety.

Recommendation(s): Staff recommends approval of the agreement

Summary: The Texas Department of Public Safety (DPS) stocks certain forms, manuals and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is done to control uniformity of procedures, consistency of paperwork and supplies for these programs. DPS requires all participating agencies to enter into an interlocal agreement every two years. College Station Police Department participates in these programs and has historically ordered supplies from DPS. This interlocal agreement is a renewal and will allow us to continue this practice.

Budget & Financial Summary: N/A

Attachments:

1. Interlocal Agreement
2. Purchasing instruction manual

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local governmental agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: City of College Station, Texas

Complete Address: 1101 Texas Avenue, College Station, Texas, 77840

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract are to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time each order materials and supplies are submitted. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2007 and shall terminate on August 31, 2009.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

CITY OF COLLEGE STATION

By:_____
Mayor

PERFORMING AGENCY

TEXAS DEPARTMENT OF PUBLIC SAFETY

By:_____
Authorized Signature
Title: _____

ATTEST

_____
City Secretary
Date:_____

APPROVED:

_____
City Manager
Date:_____

E-Signed by Carla A. Robinson
VERIFY authenticity with Approveit

_____
City Attorney
Date:_____

_____
Chief Financial Officer
Date:_____

TEXAS DEPARTMENT OF PUBLIC SAFETY

INSTRUCTION MANUAL

FOR PURCHASING

BREATH TESTING SUPPLIES AND

PRINTED MATERIAL

FOR NON-DPS AGENCIES

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. Our prices will differ between DPS and non-DPS users. The non-The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Inter-local Cooperation Contract on file with General Services for any supply item such as mouth pieces and alcohol blood tests kits. An Inter-local Contract is not required for printed materials. Instructions for DPS purchases will be contained in the DPS supply catalog.

We strongly urge that all purchase be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering Procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed for a given time span.

(1)

INSTRUCTIONS FOR THE PURCHASE OF

INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING SUPPLIES

1. Submit your request on your department letterhead stationary as per sample letter on page 4.

   This letter request must have an authorized signature and the name and phone number of a contact person.

   Also, furnish exemption number if tax exempt. This letter should be addressed to DPS GENERAL SERVICES BUREAU, P.O.BOX 15999, AUSTIN, TEXAS 78761-5999.

2. See price list on page 3a dated 08-01-07. These prices will be subject to change on a periodic basis and includes shipping and administrative cost.

3. Check or money order should be attached to the letter made out to the Department of Public Safety and should cover any tax, if applicable.

4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be as listed on page 3a and 3b. Minimum quantities must be adhered to.

5. If you have any questions concerning this procedure, please contact Department of Public Safety, General Services Bureau, (512) 424-5718 or TEX-AN- 225-5718.

(2)
NON DPS AGENCIES

PRICE SHEET

This is a SAMPLE ORDER SHEET. **USING YOUR LETTERHEAD**, please follow this format rather than a purchase order form. These items must be **PRE-PAID.**

QUANTITY	STOCK NO.	DESCRIPTION	MINIMUM QUANTITY	PRICE	TOTAL AMOUNT
_____	TLEBR07/0	TEST RECORDS	5pkgs. 100/pkg	$ 5.00pkg	_____
_____	TLEBR38/3	INTOXILYZER MANUAL	Each (Binder, Tabs & Contents)	7.00each	_____
_____	DIC023/3	PEACE OFFICER'S SWORN REPORT	Pad of 50 sets	2.50/pad	_____
_____	DIC023A/9	SPECIMEN ROUTING RPT.	Pad of 50 sets	2.50/pad	_____
_____	DIC024/1	DWI STATUTORY WARNING	Pad of 50 sets	2.50/pad	_____
_____	DIC025/8	NOTICE OF SUSPENSION	Pad of 50 sets	2.50/pad	_____
_____	DIC054/8	SWORN REPORT CMV	Pad of 50 sets	2.50/pad	_____
_____	DIC055/5	PEACE OFFICER STATUTORY WARNING FOR COMM. VEH.	Pad of 50 sets	2.50/pad	_____
_____	DIC056/3	BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	Pad of 50 sets	2.50/pad	_____
_____	DIC057/1	DISQUALIFICATION NOTICE	Pad of 50 sets	2.50/pad	_____
_____	TLE001/1	OFFENSE REPORT	Pad of 100 sheets	1.50/pad	_____
_____	TLE001A/7	DWI SOBRIETY TEST	Pad of 100 sheets	1.50/pad	_____
_____	TLE51/6	BLOOD SPECIMEN	Pad of 100 sheets	1.50/pad	_____
_____	TLE51A/2	AFFIDAVIT OF PERSON WHO WITH DREW BLOOD	Pad of 100 sheets	1.50/pad	_____
_____	* 680-24-01045-3	MOUTH PIECES	1 Ctn of 100 each	17.50/ctn	_____
_____	* 680-93-8050	ALCOHOL BLOOD TEST KIT	1 EACH	4.00/each	_____
_____	* 680-93-8060	URINE SPECIMEN TEST KIT	1 EACH	4.50/each	_____
_____	* 475-34-7920	SYRINGE TRANSPORT TUBES	1 EACH	3.50/each	_____

8.25% TAX (If Applicable) _____

TOTAL AMOUNT ENCLOSED _____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE!

* Municipalities and Counties must have an Inter-local Contract on file to purchase these items.

Mail orders and payment to:

D P S GENERAL SERVICES BUREAU
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999
512-424-5718

Revised (08-01-07)

(3a)

NON DPS AGENCIES

PRICE SHEET

This is a SAMPLE ORDER SHEET of the D.W.I. Forms that we have available in **SPANISH USING YOUR LETTERHEAD**, please follow this format rather than a purchase order form. These items must be **PRE-PAID.**

QUANITITY	STOCK NO.	DESCRIPTION	MINIMUMQUANITITY	PRICE	TOTAL AMOUNT
_____	DIC024S/6	DWI STATUTORY WARNING	Pad of 50 sets	$ 2.50/pad	_____
_____	DIC025S/3	NOTICE OF SUSPENSION	Pad of 50 sets	2.50/pad	_____
_____	DIC055S/0	PEACE OFFICER STATUTORY WARNING FOR COMM. VEH.	Pad 100 sheets	2.50/pad	_____
_____	DIC057S/6	DISQUALIFICATION	Pad of 50 sets	2.50/pad	_____

8.25%TAX (If Applicable) _____

TOTAL AMOUNT ENCLOSED _____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE!

Prices include shipping and handling.

Mail orders and payments to:

D P S GENERAL SERVICES BUREAU
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999
(512) 424-5718

Revised (08-01-07) **(3b)**

S – A – M – P – L – E

YOUR DEPARTMENT LETTERHEAD

DATE_____

DPS General Services Bureau
P.O.Box 15999
Austin, Texas 78761-5999

Gentlemen:

Please enter our purchase order for the following Intoxilyzer Breath Testing Publication and/or supplies:

QUANTITY	STOCK NUMBER	DESCRIPTTION	PRICE EACH	TOTAL AMOUNT
5pkg	TLE BR07/0	TEST RECORDS	$ 5.00/pkg.	$ 25.00
1 ea.	TLEBR38/8	MANUALS	$ 7.00/ea.	$ 7.00
1 pad	DIC024/1	DWI STAT. WARNING	$2.50/pad	$ 2.50
1 pad	DIC025/8	NOTICE OF SUSPENSION	$2.50/pad	$ 2.50
1 pad	TLE001/1	OFFENSE REPORT	$1.50/pad	$ 1.50
6 ctn.	MIS0013/0	MOUTH PIECES	$17.50/ctn.	$ 105.00
			TOTAL:	$ 143.50

My tax exempt number is 1074-1950317-3. My check is enclosed.
The contact person is John Doe; Telephone number is (512) 465-8168.

Sincerely,

Joe Smith
Title_____

(4)

December 13, 2007
Consent Agenda
Water Meter Purchase Contract

To: Glenn Brown, City Manager

From: Dave Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion to issue a purchase order to Driller Services, Inc. in the amount of $111,800 for 4,000 water meters.

Recommendation: Staff recommends Council approve this purchase order.

Summary: Many of the City's water meters have exceeded their service life, which causes them to register less water consumption than actual, which results in lost revenue. The Water Services Department is initiating a Meter Replacement Program to replace water meters on a seven-year cycle, to minimize lost revenue. Financial projections, which include replacing the oldest water meters first, show that this program will break even at the end of the second year, and at the end of the seventh year will have generated approximately $5 million in additional revenue at cost of just over $2 million.

This purchase order for 4,000 residential water meters covers the first year of the Meter Replacement Program. The lowest responsible bidder is Driller Services, Inc. in the amount of $111,800. Other bids are shown on the attached Bid Tabulation. Staff recommends approval of this purchase order, because a sample meter passed a rigorous bench test.

If approved, customers will be notified when their water meter is replaced, so they will understand if they see an increase in their billed water usage. Also, please note that a separate Council action item will be submitted for Council consideration to award the contract for installation of these water meters.

Budget & Financial Summary: Funds are budgeted and available in the Water Capital Improvements Fund.

Attachments:
Bid Tabulation

WATER METERS
WATER DIVISION
BID TABULATION #08-07

5-Nov-07

			Direct Read Meters/Touch Read	**Drillers Service Inc**		**US M&T**		**HD Supply Waterworks**		**Municipal Water Works**	
Item				Unit	Total	Unit	Total	Unit	Total	Unit	Total
No.	Qty.	Unit	Description	Price	Price	Price	Price	Price	Price	Price	Price
1	4000	ea.	5/8" x 3/4" direct read water meters	$ 27.95	$ 111,800.00	$ 32.25	$ 129,000.00	$ 33.00	$ 132,000.00	$ 33.95	$ 135,800.00

			Direct Read Meters/Touch Read	**Hersey Meters**		**ACT Pipe**		**Badger**		**Aquametric**	
Item				Unit	Total	Unit	Total	Unit	Total	Unit	Total
No.	Qty.	Unit	Description	Price	Price	Price	Price	Price	Price	Price	Price
1	4000	ea.	5/8" x 3/4" direct read water meters	$ 36.50	$ 146,000.00	$ 36.67	$ 146,680.00	$ 36.95	$ 147,800.00	$ 40.19	$ 160,760.00

December 13, 2007
Consent Agenda
Low Power AM Emergency Advisory Radio System

To: Glenn Brown, City Manager

From: Ben Roper, Director of Information Technology

Agenda Caption: Presentation, possible action and discussion on a General Fund contingency transfer in the amount of $20,000 for the AM Radio Project.

Recommendation(s): Staff recommends approval of the contingency transfer.

Summary: Low Power AM emergency advisory radio systems are used to alert the public to emergency or special situations. Highway signs with beacons that flash when emergency alerts are aired are strategically placed to alert the public to tune into the emergency radio station. In August 2004 the City of College Station, the City of Bryan, Brazos County and the Brazos County Emergency Communications District (Brazos 911) entered into an interlocal agreement for the purchase, maintenance and use just such a system in Brazos County. This agreement calls for placing multiple transmitters throughout the county and allowing any partner to put emergency messages on any or all of the transmitters as needed. Brazos 911 will pay for five primary transmitters, the City of College Station will negotiate the contracts and any partner may add secondary transmitters and signage to the system in their area. One primary transmitter is to be placed in each city and at this time two (2) are planned in Brazos County outside the cities. The City of College Station is has two transmitter locations and intends to place signs, with beacons that flash when emergency messages are aired, at strategic locations.

During non-emergency times the College Station AM radio station will be used to air public messages and is included as part of the City's Communication Plan.

Council approved the AM Radio system budget and purchase on March 22, 2007, Consent Agenda item e.

Budget & Financial Summary: This request is to approve the transfer of $20,000 in contingency funding to the project and increase the project budget ($110,000) by $30,000 for a new total of $140,000. This increase is necessary due to actual cost for sign fabrication being greater than budget estimates.
The additional $10,000 is available from the Information Technology operating budget.

Attachments:
1. Contingency Transfer Form

REQUEST FOR CONTINGENCY TRANSFER

DATE: 6 December 2007

FROM:	**CONTINGENCY ACCOUNT**	**$20,000**
TO:	**001-6010-661-73-24**	**$20,000**

JUSTIFICATION OF NEED FOR TRANSFER:

1. Why is this request of such an emergency nature that it must be made immediately?

The AM Radio project includes the placing of signs to alert the public that an emergency event has occurred and to tune to the designated AM radio station for more information. These signs are to be place at strategic locations at entrances to the City. The manufactue and installation of the four large signs to TxDOT specifications is more expensive than estimated.

2. Why was the item not budgeted in the normal budgetary process?
Sign manufacture was budgeted, but actural vendor cost is approximately three times the estimated amount.

3. Justification as to why the transfer cannot be made within the division or department?
A total of $30,000 is needed. The department is able to fund $10,000 of this cost. Contingency funds are needed for the additional $20,000.

Council Approval Required: yes **Date Approved by Council:** _____

Requested by : IT Department **Budget Review:** _____

Approved: Ben Roper
Department Head

Approved: _____
Budget Officer

Approved: _____
City Manager

December 13, 2007
Regular Agenda Item 1
Milliff Street & Redmond Drive Street Conversions

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, public hearing, possible action, and discussion on consideration of ordinances amending Chapter 10, "Traffic Code," to convert a portion of Milliff street to one-way operation and to close a portion of Redmond Drive to through traffic.

Recommendation(s): Staff recommends approval of the two ordinance amendments.

Summary: The two ordinance amendments will implement changes to Redmond Drive and Milliff Street. The proposed changes will become effective on August 1, 2009.

On July 26, 2007, the City Council heard a request for a P-MUD Planned Mixed-Use zoning for the existing Ramada property located at the southwest corner of Texas Avenue and Milliff Street. During the public hearing for the rezoning, a number of residents of the Redmond Terrance neighborhood proposed that Milliff Street and Redmond Drive be closed or converted in order to lessen the amount of traffic that would travel through their neighborhood. Upon approval of the Planned Mixed-Use zoning, City Council directed staff to begin the process of closing Redmond Drive to through-traffic and converting a portion of Milliff Street to one-way.

Redmond Drive is proposed to be closed to through-traffic with a "911 Emergency Gate" at the creek crossing. In addition, a turn-around, meeting minimum City requirements, must be provided on the east side of the gate. Each side of the street will remain functional.

Milliff Street is proposed to be converted to a one-way street section approximately 180 feet from the intersection of Milliff Road and Rosemary Drive. The street section will be restricted to one-way by use of striping and signage only - no barriers or devises that may restrict fire and emergency access are proposed to be permitted. The portion of Milliff between the commercial properties is proposed to remain two-way; the portion of Milliff west of the creek crossing will be one-way out of the neighborhood.

Staff held a meeting at City Hall on September 12, 2007 to allow the area's residents and businesses the opportunity to comment on the proposed roadway modifications. The meeting was attended by approximately 30 people and no consensus on a solution was found by the area stakeholders.

Budget & Financial Summary: The developer has stated that they will bear the costs for the improvements desired by the residents.

Attachments:
1. Ordinance for Milliff Street
2. Ordinance for Redmond Drive
3. Location Map
4. Notes from meeting held on September 12, 2007.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION TWO "TRAFFIC CONTROL DEVICES", SUB-SECTION J "ONE-WAY STREETS AND ALLEYWAYS" TO INCLUDE MILLIFF ROAD; 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 Two Hundred Dollars ($200.00). 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 August 1, 2009.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory – Schedule VII as referenced in Chapter 10, "Traffic Code", Section 2, "Traffic Control Devices," Sub-section J, is hereby amended to include the following:

> "Milliff Road beginning at its intersection with Rosemary Lane and extending 250 feet to the east."

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION TWO "TRAFFIC CONTROL DEVICES", SUB-SECTION M "EMERGENCY 911 GATES" TO INCLUDE REDMOND DRIVE; 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 Two Hundred Dollars ($200.00). Each day such violation shall continue to be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective August 1, 2009.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

_____
MAYOR

ATTEST:

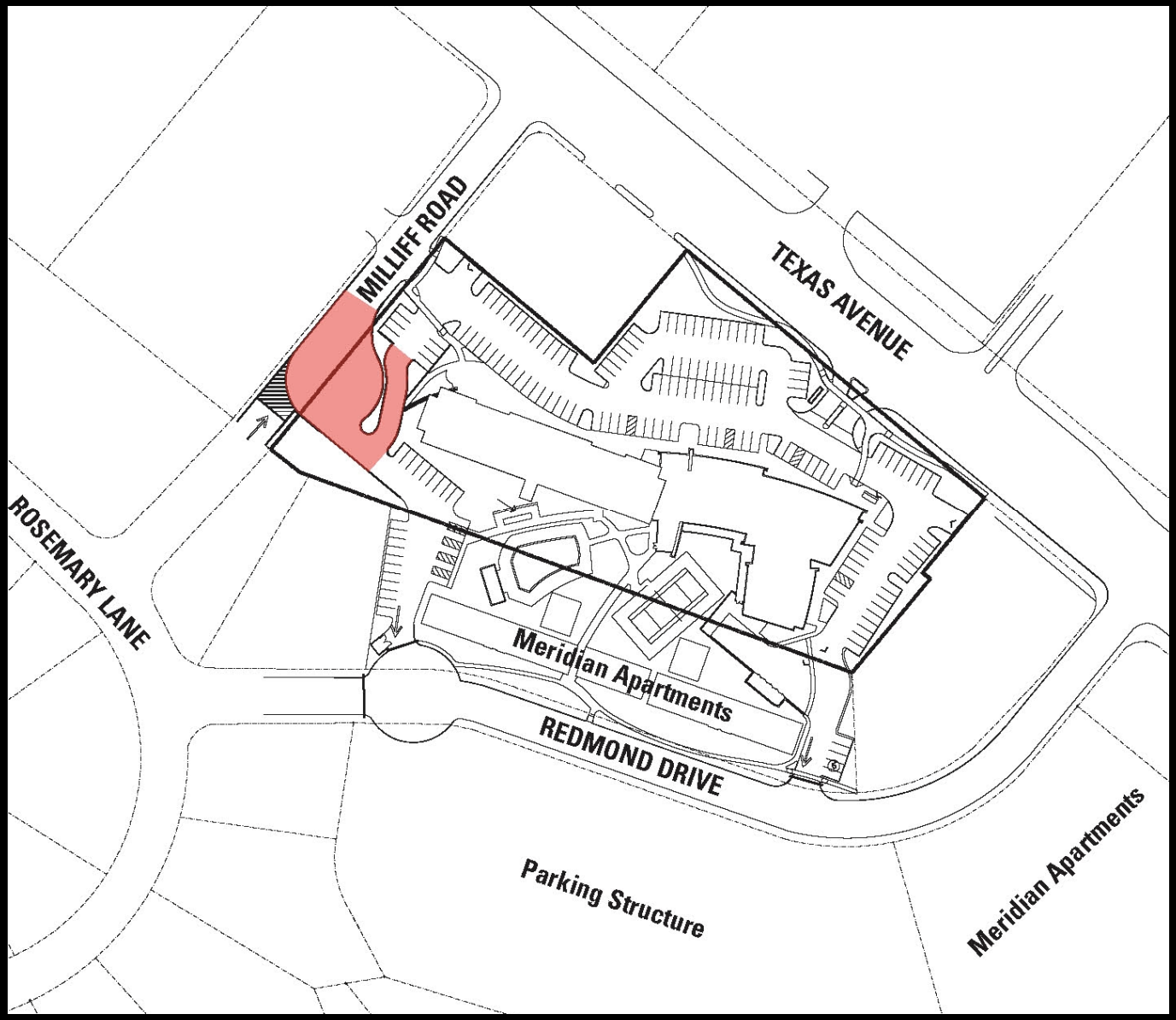
_____
City Secretary

_____
City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory – Schedule X as referenced in Chapter 10, "Traffic Code", Section 2(M), "Emergency 911 Gates," is hereby amended to include the following:

> "Redmond Drive 185 feet south of the intersection of Redmond Drive and Rosemary Lane"



Location Map

CITY OF COLLEGE STATION

Community Neighborhood Meeting
12-Sept-07
~ Milliff Street and Remond Drive ~

- Provide signals at Milliff @ Texas and George Bush @ Rosemary.
    - The signal on Texas at Outback has improved traffic, follow this example.
- We were told that closing Rosemary and Milliff were part of Council's approval of the Rezoning of the Ramada property; we were lied to.
- The residents who utilize the parking lot for the apartments behind Redmond. Terrace shopping center will ignore the one way traffic sign and will use Milliff.
- It's better to watch the traffic movement for 6-12 months before making the decision to close the roads.
- Residents fight everyday to get on George Bush from Rosemary, provide a signal.
- Close Redmond, but leave Milliff alone.
- Cut off Ramada's access to Milliff.
- Widen Milliff; turning left onto Texas block all the traffic needing to turn right.
- Will U-turns be allowed on Texas at Milliff?
- Construct a culvert over WPC to join JJ's Liquor with the shopping center to the north (Ruffino will dedicate his portion of the creek for the City to build the culvert). Access for both sites is difficult.
- Will there be a median opening at Redmond?
- Will property values decrease by closing Redmond or Milliff.
    - Resident: No, too much traffic will lower property values.
- If signals are provided, who pays for them?
    - Sondock offered to pay for one on Texas @ Milliff.

December 13, 2007
Regular Agenda Item 2
East College Station Thoroughfare Plan Amendment

To: Glenn Brown, City Manager

From: Bob Cowell, Director of Planning and Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Amendment to update the Thoroughfare Plan in the area generally bound by SH 30 on the north, William D. Fitch Parkway on the south, SH 6 on the west, and Carters Creek on the east.

Recommendation(s): The Planning and Zoning Commission heard this item on their November 15, 2007 meeting and recommends that the proposed amendment be approved with an alternative alignment in the Rock Prairie Road / Bird Pond Road area (discussed below) and that bike lanes be included on the collectors connecting Lakeway Drive and Rock Prairie Road. Staff recommends approval of the amendment.

Summary: Since 2005, there has been significant non-residential development pressure in College Station east of State Highway 6, with particular focus around the Rock Prairie Road interchange. Due to concerns of whether the existing and planned transportation system was adequate to handle the traffic generated from future development, the City Council directed staff to hire a consultant to evaluate the transportation system in east College Station. The City hired Kimley-Horn and Associates to conduct this study.

Following in depth analysis and extensive public input, Kimley-Horn and Associates completed the East College Station Transportation Study and made the following recommendations:

1. Incorporate New Street Standards
2. Develop a Context Sensitive Design Process
3. Adopt East College Station Thoroughfare Plan
4. Adopt East College Station Trails Plan

As part of the Comprehensive Plan Update, the City will work to adopt new street standards (Recommendation 1) and a context sensitive design process (Recommendation 2) that will more uniquely tailor the street's cross-section to the surrounding land use and development types. The off-street trails that are proposed by the East College Station Trails Plan (Recommendation 4) are already incorporated into the College Station Bikeway Master Plan, while the proposed roadway trails will be considered with the new street standards. It should be noted that the Planning and Zoning Commission's recommendation to provide additional bike lanes will be considered as part of the Comprehensive Plan update. Recommendation 3 will be implemented with the adoption of this proposed thoroughfare plan amendment.

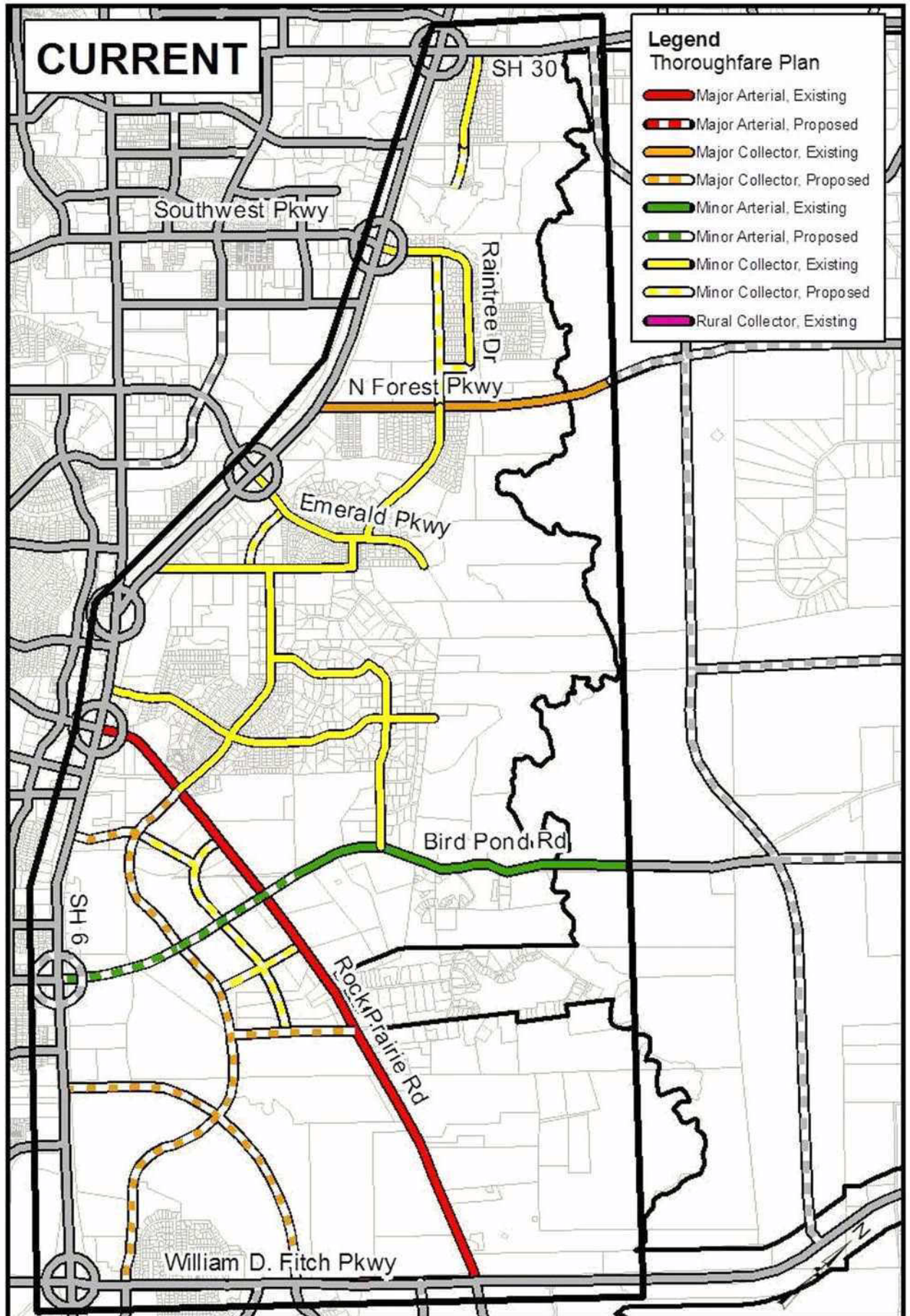
Kurt Schulte, Kimley-Horn and Associates, presented the findings and recommendations of the East College Station Transportation Study to the City Council on August 23, 2007. At that time, the City Council supported the recommendations and proposed street alignments. Furthermore, the council directed staff to include a Rural Collector designation to be used on streets within the Foxfire subdivision and to meet with neighborhoods and property owners

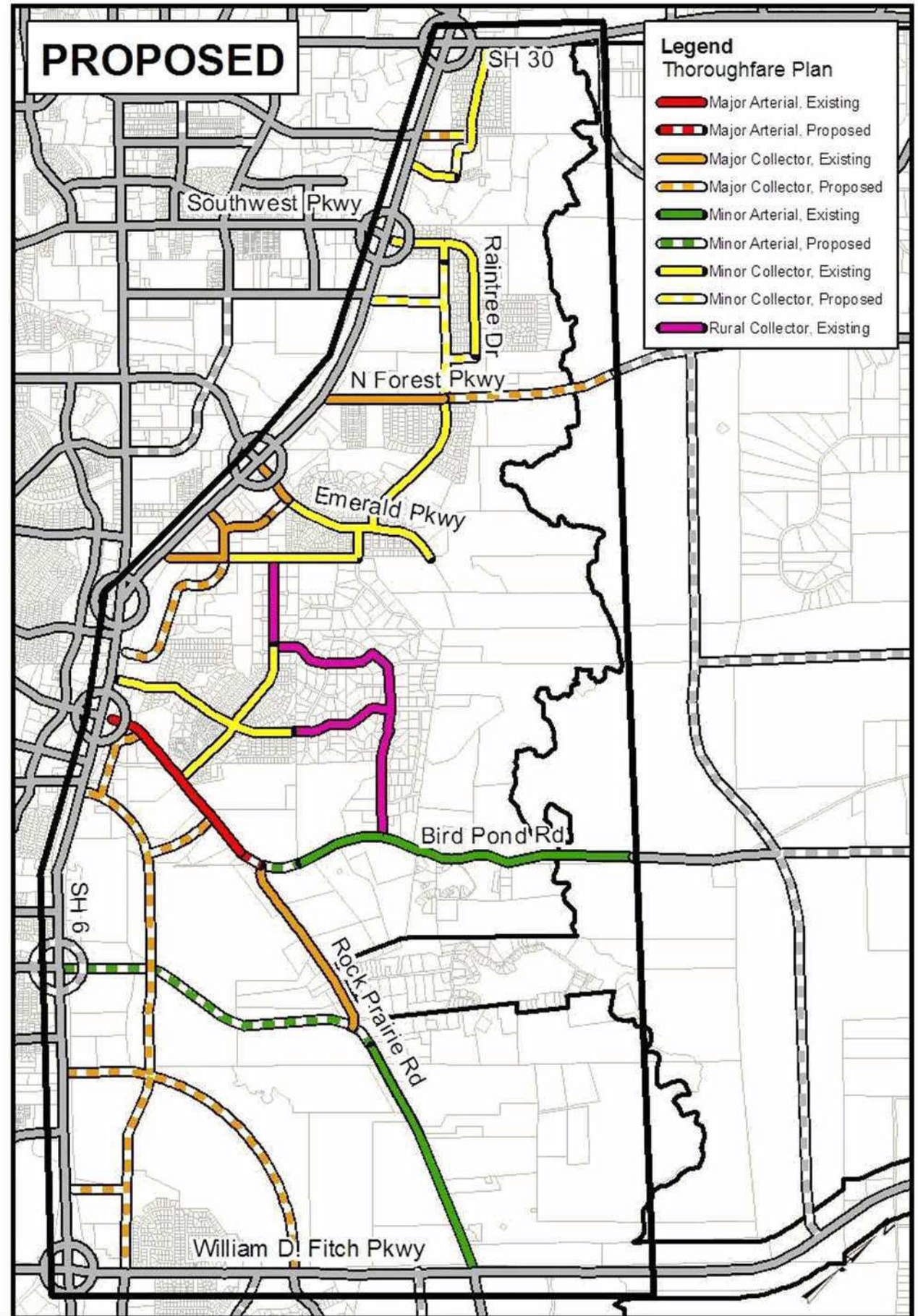
that would be impacted by the proposed plan to ensure that the street alignments were adjusted based on topography and existing rights-of-way. Staff followed through with this direction. When staff met with the Windwood neighborhood, the neighborhood specifically asked that the Associates Drive extension be removed from the plan due to concerns of drainage and the negative impacts of being surrounded by traffic. Staff agrees and has removed this extension from the proposed thoroughfare plan. When staff met with property owners representing property around the Rock Prairie Road / Bird Pond Road intersection, the property owners presented an alterative plan for the configuration of the intersection. A map of this proposed configuration is included as an attachment and will be discussed further at the meeting.

Budget & Financial Summary: N/A

Attachments:

1. Existing and Proposed Thoroughfare Plans
2. Alternative Thoroughfare Plan for Rock Prairie Road / Bird Pond Road Area
3. Ordinance
4. Planning and Zoning Commission Minutes

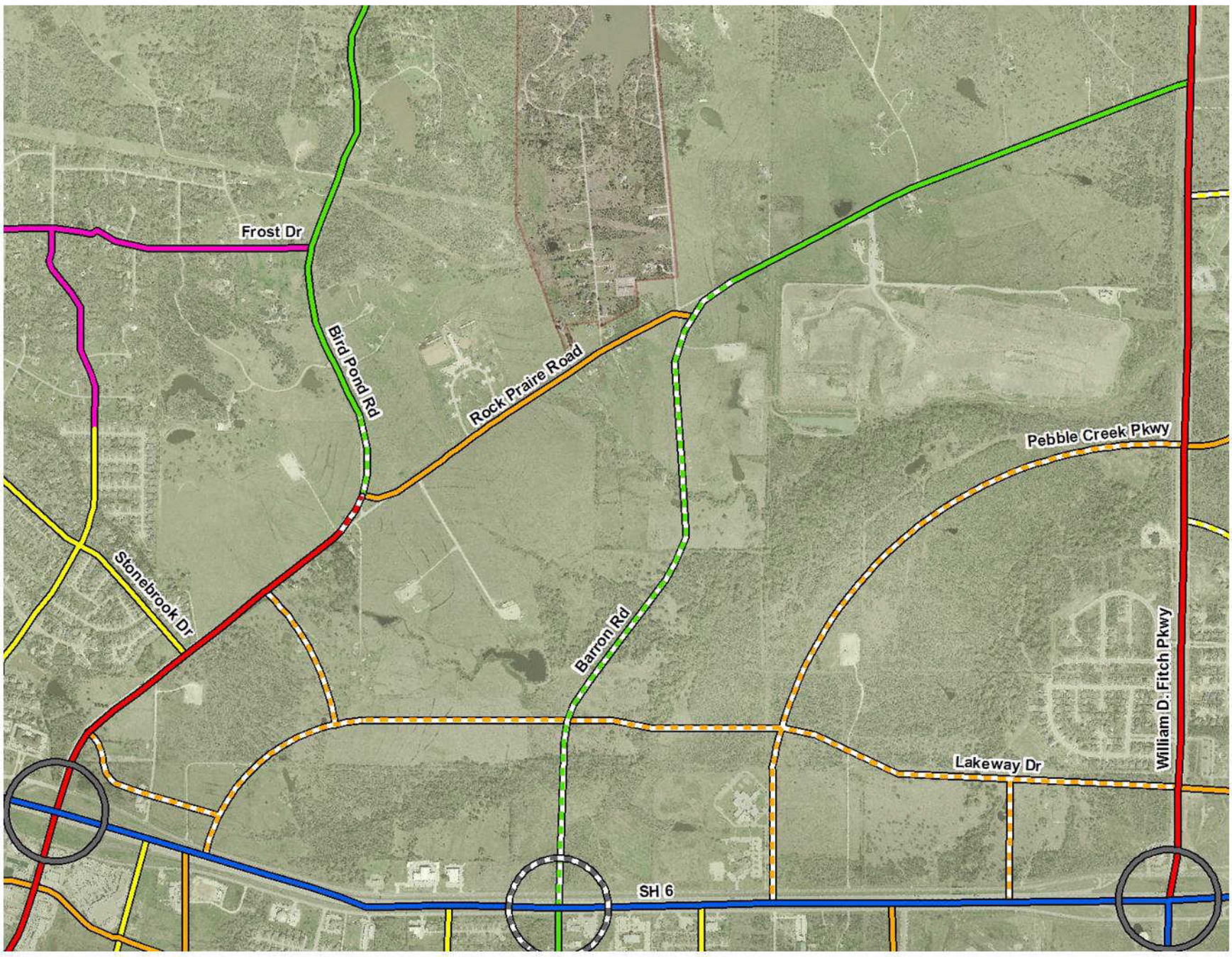




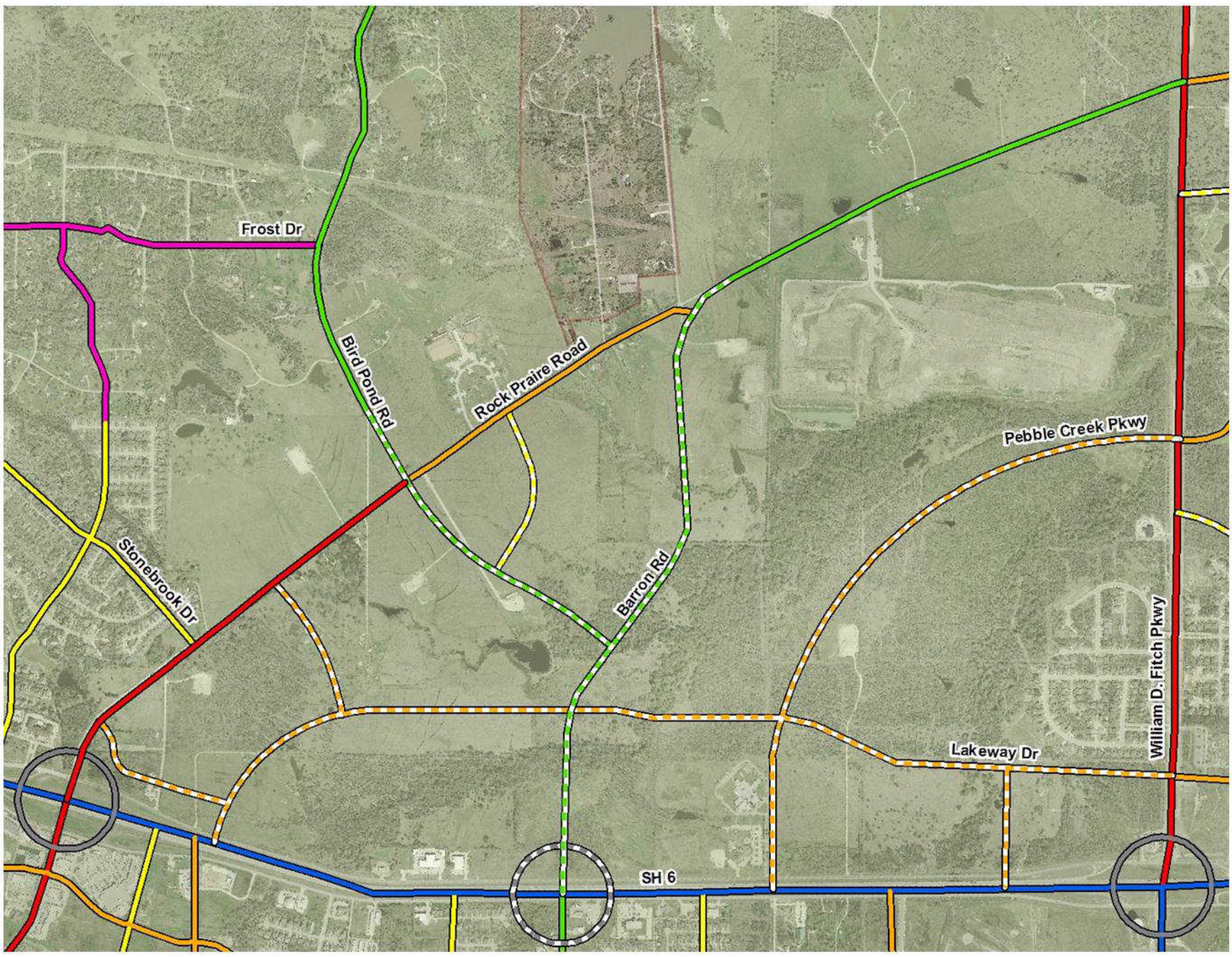
East College Station Transportation Study
Thoroughfare Plan Amendment

Case:
07-263

Rock Prairie Road / Bird Pond Road Area



Thoroughfare Plan Proposed by East College Station Transportation Study Recommendations.



Alternative Thoroughfare Plan Proposed by surrounding property owners.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS; BY AMENDING THE THOROUGHFARE PLAN MAP FOR THE AREA BOUND BY STATE HIGHWAY 30 ON THE NORTH, WILLIAM D. FITCH PARKWAY ON THE SOUTH, STATE HIGHWAY 6 ON THE WEST, AND CARTERS CREEK ON THE EAST; 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 the "Comprehensive Plan" of the City of College Station be amended by amending the Thoroughfare Plan Map as shown in Exhibit "A" for the identified area and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars ($25.00) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of December, 2007.

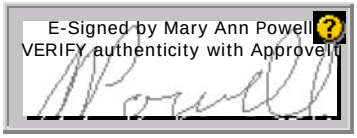
APPROVED:

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED:

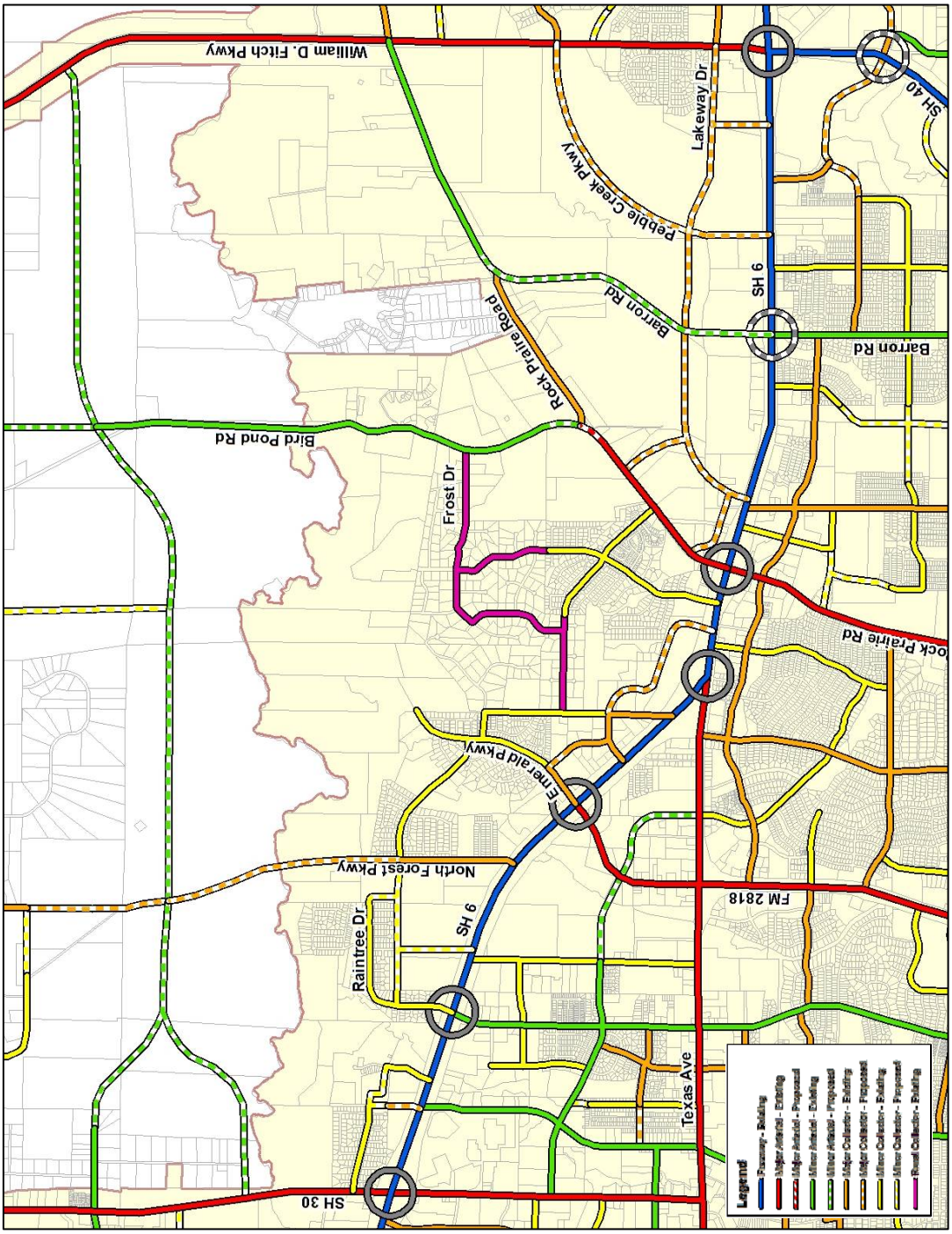


_____
City Attorney

EXHIBIT "A"

AMENDED AREA OF
COLLEGE STATION THOROUGHFARE PLAN MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Thoroughfare Plan Map as shown below:



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 15, 2007, at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

CITY OF COLLEGE STATION
Planning & Development Services

COMMISSIONERS PRESENT: Chairman John Nichols, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Caldwell and Nicole Padilla

3. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Amendment to update the Thoroughfare Plan in the area generally bound by SH 30 on the north, William D. Fitch Parkway on the south, SH 6 on the west, and Carters Creek on the east. **Case #07-00500263 (KF)**

   Ken Fogle, Transportation Planner, presented the amendments to the Thoroughfare Plan and outlined the recommendations of the East College Station Transportation Study, which included incorporating new street standards, developing a context-sensitive design process, adopting the thoroughfare plan, and adopting the East College Station trails plan.

   The following citizens had concerns with the amendments:

   Sherry Ellison, 2705 Brookway Dr.; Jean Linhert, 3011 Durango; Bill Rising, 2404-D Bandera Dr.; Britt Rice, 5014 Augusta; and Aimee Allen, 1311 Essex Green. Some concerns of the citizens were bike lanes and traffic issues.

   Commissioner Bauman motioned to approve the Alternate South Thoroughfare Plan, the Alternate North Thoroughfare Plan, and bike lanes on the backage roads south of Rock Prairie. Commissioner Strong seconded the motion, motion passed (6-0).

DRAFT

December 13, 2007
Regular Agenda Item 3
Single-Family Overlays

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on amendments to Chapter 12 (Unified Development Ordinance) of the City Code, Sections 3.2, Zoning Map Amendment (Rezoning), 4.1, Establishment of Districts, 7.1.D, Required Yard (Setbacks), and 11.2, Defined Terms, the addition Section 5.9, Single-Family Overlay Districts, and amendment to Chapter 9 (Subdivision Regulations) of the City Code, Section 18-A.1, Platting and Replatting Within Older Residential Subdivisions as they relate to the creation of Single-Family Overlay Districts.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval at their October 4, 2007 meeting of the ordinance amendments with the suggestion that the definition of a neighborhood be changed to include a minimum number of homes in a minimum area to be defined further by Staff.

Summary:
At the direction of City Council, Staff has been working on a series of neighborhood protection efforts. Most recently this included a presentation from the City of Bryan on their neighborhood conservation efforts. This specific proposal is focused on the creation of overlay districts which support neighborhood protection efforts across the City. The proposed language would create two different overlays for single-family areas. The intent of these ordinances is to provide additional options to older, established neighborhoods for the protection against incompatible infill and redevelopment. The districts would require the support of 60% of property owners in the neighborhood.

> **Neighborhood Prevailing Overlay District (NPO):** This district is intended to provide set standards that can be used over existing R-1 neighborhoods. Standards address setbacks, lot size, building height, lot coverage, garage location and orientation, tree preservation and landscape maintenance. Infill, redevelopment, and additions to existing homes would be required to meet the median standard of development in the district.
>
> **Neighborhood Conservation Overlay District (NCO):** This district is intended to provide a range of options for neighborhoods to customize to individual needs. This menu of options includes the standards from the NPO District as well as the addition of garage connection, off-street parking, building materials, and fencing materials. The Conservation Overlay standards must be based on the findings of the existing patterns of development outlined in the Conservation Study. Because a study is required, additional neighborhood input is required through a stakeholder committee. Due to the time it would take to complete a study, a NPO district could be used as an interim overlay.

Staff hosted two community meetings on September 18th to receive input on the proposed language. The majority of those comments were in general support for more options for

neighborhood protection and were in favor of the amendments. Some of the issues brought up include:

- Defining the area of the neighborhood
- Balancing redevelopment goals with preserving neighborhoods
- Increased cost and time for permits
- Cost and time for Conservation Studies

This item was heard at the November 5, 2007 City Council meeting. The City Council directed staff to make changes to the ordinance to allow the Council to consider neighborhoods to include at least 30 single-family structures and to provide criteria by which the Council could consider neighborhoods of less than 30 structures that are not platted or platted together as a single subdivision. Staff has made the appropriate changes, and the attached ordinance is being forwarded for consideration.

Budget & Financial Summary: N/A

Attachments:

1. UDO Ordinance Option 2 – Amended definition of neighborhood
2. Subdivision Regulations Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 3.2, "ZONING MAP AMENDMENT," SECTION 4.1, "ESTABLISHMENT OF DISTRICTS," SECTION 5.2, "RESIDENTIAL DIMENSIONAL STANDARDS," SECTION 7.1.D(1), "REQUIRED YARDS, PURPOSE AND INTENT," AND SECTION 11.2, "DEFINED TERMS," AND ADDING SECTION 5.9, "SINGLE-FAMILY OVERLAY DISTRICTS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 3.2, "Zoning Map Amendment," Section 4.1, "Establishment of Districts," Section 5.2, "Residential Dimensional Standards," Section 7.1.D(1), "Required Yards, Purpose and Intent," and Section 11.2, "Defined Terms," and adding Section 5.9, "Single-family Overlay Districts," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars ($25.00) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approvel

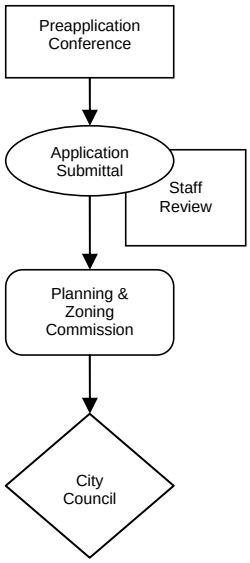
_____
City Attorney

EXHIBIT "A"

I.

That Chapter 12, "Unified Development Ordinance," Section 3.2, "Zoning Map Amendment," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 3.2, "Zoning Map Amendment," to read as follows:

3.2 Zoning Map Amendment (Rezoning)



A. Purpose

To establish and maintain sound, stable, and desirable development within the territorial limits of the City, the Official Zoning Map may be amended based upon changed or changing conditions in a particular area or in the City generally, or to rezone an area or extend the boundary of an existing zoning district. All amendments shall be in accordance with the Comprehensive Plan, which may be amended according to the procedure in Section 3.19, Comprehensive Plan Amendment.

B. Initiation of Amendments

An amendment to the Official Zoning Map may be initiated by:

1. City Council on its own motion;
2. The Planning and Zoning Commission;
3. The Administrator; or
4. The property owner(s).

C. Amendment Application

A complete application for a zoning map amendment shall be submitted to the Administrator as set forth in Section 3.1.C, Application Forms and Fees. Application requests for a Planned Development District (PDD) and Planned Mixed-Use District (P-MUD) shall provide the following additional information:

1. A written statement of the purpose and intent of the proposed development;
2. A list and explanation of the potential land uses permitted; and
3. A concept plan as described in Section 3.4, Concept Plan Review (PDD and P-MUD Districts).

Application requests for a Neighborhood Prevailing Overlay District (NPO) shall provide the following additional information:

1. An original plat of the subdivision; and
2. A petition including dated signatures by sixty percent (60%) of current property owners in the neighborhood in support of the overlay; and
3. Contact information for all Neighborhood Association or Homeowners Association committee members.

Application requests for a Neighborhood Conservation Overlay District (NCO) shall provide the following additional information:

1. An original plat of the subdivision;
2. A petition including dated signatures by sixty percent (60%) of the property owners in the neighborhood in support of the overlay;
3. Contact information for all Neighborhood Association or Homeowners Association committee members;
4. A list of six (6) property owners in the neighborhood to serve on neighborhood stakeholder committee; and

5. A checklist of the proposed items to be included in the Conservation Study.

D. Approval Process

1. Preapplication Conference

Prior to the submission of an application for a Zoning Map Amendment, all potential applicants shall request a Preapplication Conference with the Administrator. The purpose of the conference is to respond to any questions that the applicant may have regarding any application procedures, standards, or regulations required by this UDO.

If the Administrator determines that the map amendment request is not in conformity with the Comprehensive Plan, he shall not accept the application for the map amendment, and no further processing shall occur until the map amendment is in conformity or a request for an amendment to the Comprehensive Plan eliminating the lack of conformity has been submitted by the applicant.

2. Neighborhood Meeting

Prior to the submission of an application for a Zoning Map Amendment for a NPO or NCO Overlay Rezoning, all potential applicants shall request to set up a Neighborhood Meeting with City Staff. The purpose of the meeting is to present information about the proposed overlay and explain the process of rezoning to the neighborhood.

3. Review and Report by Administrator

Once the application is complete, the Administrator shall review the proposed amendment to the Official Zoning Map in light of the Comprehensive Plan, subject to the criteria enumerated in Article 4, Zoning Districts, and give a report to the Planning and Zoning Commission on the date of the scheduled public hearing.

4. Referral To Planning and Zoning Commission

The Administrator, upon receipt of petition to amend the Official Zoning Map, shall refer the same to the Commission for study, hearing, and report. The City Council may not enact the proposed amendment until the Planning and Zoning Commission makes its report to the City Council.

5. Recommendation by Planning and Zoning Commission

The Planning and Zoning Commission shall publish, post, and mail public notice in accordance with Section 3.1.F, Required Public Notice. The Commission shall hold a public hearing and recommend to the City Council such action as the Commission deems proper.

6. City Council Action

a. Notice

The City Council shall publish, post, and mail public notice in accordance with Section 3.1.F, Required Public Notice, and hold a public hearing before taking final action on a petition to amend the Official Zoning Map.

b. Public Hearing

The City Council shall hold a public hearing and approve, approve with modifications, or disapprove the application to amend the Official Zoning Map.

c. Effect of Protest to Proposed Amendment

If a proposed change to this UDO or rezoning is protested in accordance with Chapter 211 of the Texas Local Government Code, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the City Council. The protest must be written and signed by the

owners of at least 20 percent of either the area of lots covered by the proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

d. Review Criteria

In determining whether to approve, approve with modifications, or disapprove the proposed Official Zoning Map amendment, the City Council shall consider the following matters regarding the proposed amendment:

1) Consistency with the Comprehensive Plan;

2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood;

3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment;

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;

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; and

6) Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use.

E. Limitation on Reapplication

If a petition for rezoning is denied by the City Council, another petition for reclassification of the same property or any portion thereof shall not be considered within a period of 180 days from the date of denial, unless the Planning and Zoning Commission finds that one of the following factors are applicable:

1. There is a substantial change in circumstances relevant to the issues and/or facts considered during review of the application that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed in the application;

2. New or additional information is available that was not available at the time of the review that might reasonably affect the decision-making body's application of the relevant review standards to the development proposed;

3. A new application is proposed to be submitted that is materially different from the prior application (e.g., proposes new uses or a substantial decrease in proposed densities and intensities); or

4. The final decision on the application was based on a material mistake of fact

F. Repeal of a Single-Family Overlay District

A repeal of a single-family overlay district may be initiated by:

1. City Council on its own motion;

2. The Planning and Zoning Commission;

3. The Administrator; or

4. By petition of sixty percent (60%) of the property owner(s) in the subject district.

A repeal of a single-family overlay district is considered a rezoning and is subject to the Zoning Map Amendment requirements herein.

II.

That Chapter 12, "Unified Development Ordinance," Section 4.1, "Establishment of Districts," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 4.1, "Establishment of Districts," to read as follows:

4.1 Establishment of Districts

For the purpose of this UDO, portions of the City, as specified on the Official Zoning Map of the City, are hereby divided into the zoning, design, and overlay districts enumerated below. The intensity regulations applicable for such zoning districts are designated in Article 5 and the use regulations are designated in Article 6 of this UDO.

Residential Zoning Districts		
A-O	Agricultural-Open	
A-OR	Rural Residential Subdivision	
R-1	Single-Family Residential	
R-1B	Single-Family Residential	
R-2	Duplex Residential	
R-3	Townhouse	
R-4	Multi-Family	
R-6	High Density Multi-Family	
R-7	Manufactured Home Park	
Non-Residential Zoning Districts		
A-P	Administrative / Professional	
C-1	General Commercial	
C-2	Commercial-Industrial	
C-3	Light Commercial	
M-1	Light Industrial	
M-2	Heavy Industrial	
C-U	College and University	
R & D	Research & Development	
Planned Districts		
P-MUD	Planned Mixed-Use District	
PDD	Planned Development District	
Design Districts		
WPC	Wolf Pen Creek Development Corridor	
Northgate	NG-1	Core Northgate
	NG-2	Transitional Northgate
	NG-3	Residential Northgate
Overlay Districts		
OV	Corridor Overlay	
RDD	Redevelopment District	
KO	Krenek Tap Overlay	
NPO	Neighborhood Prevailing Overlay	
NCO	Neighborhood Conservation Overlay	

III.

That Chapter 12, "Unified Development Ordinance," Section 5.2, "Residential Dimensional Standards," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 5.2, "Residential Dimensional Standards," to read as follows:

5.2 Residential Dimensional Standards

The following table establishes dimensional standards that shall be applied within the Residential Zoning Districts, unless otherwise identified in this UDO.

	Residential Zoning Districts									
	A-0	A-OR	R-1 (J)	R-1B	R-2	R-3	R-4	R-6	R-7	Accessory Structures
Min. Lot Area per Dwelling Unit (DU)	5 Acres	1 Acre	5,000 SF	8,000 SF	3,500 SF	2,000 SF	None	None		Refer to Section 6.4. Accessory Uses
Min. Lot Width	None	None	50'	None	35'/DU(E)	None	None	None		
Min. Lot Depth	None	None	100'	None	100'	None	None	None		
Min. Front Setback (H)	50'	50'	25'(D)	25'(D)	25'(D)	25'(D)	25'(D)	25'(D)		
Min. Side Setback	20'	20'	7.5'	7.5'(C)	7.5'(C)	(A)	(A)(B)	(A)(B)		
Min. Street Side Setback	15'	15'	15'	15'	15'	15'	15'	15'		
Min. Side Setback between Structures (B)			15'	15'	15'	7.5'	7.5'	7.5'		
Min. Rear Setback (I)	50'	50'	20'	20'	20'(F)	20'	20'	20'		
Max. Height	35'	35'	2.5 Stories/ 35'	2.5 Stories/ 35'	2.5 Stories/ 35'	35'	G	G		
Max. Dwelling Units/Acre	0.2	1.0	8.0	6.0	12.0	14.0	20.0	30.0	10.0	N/A

Notes:

(A) A minimum side setback of 7.5 feet is required for each building or group of contiguous buildings.

(B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.

(C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within 15 feet of another primary structure. See Article 8, Subdivision Design and Improvements, for more information.

(D) Minimum front setback may be reduced to 15 feet when approved rear access is provided, or when side yard or rear yard parking is provided.

(E) The minimum lot width for a duplex dwelling may be reduced to 30 feet per dwelling unit when all required off-street parking is provided in the rear or side yard.

(F) Minimum rear setback may be reduced to 15 feet when parking is provided in the front yard or side yard.

(G) Shall abide by Section 7.1.H, Height.

(H) Reference Section 7.1.D.1.e for lots created by plat prior to July 15, 1970.

(I) Reference Section 7.1.D.1.b for lots with approved rear access.

(J) Reference Section 5.9 for areas in Neighborhood Prevailing Standards Overlay Districts and reference Ordinance authorizing the rezoning for Neighborhood Conservation Overlay Districts.

IV.

That Chapter 12, "Unified Development Ordinance," Section 7.1.D(1), "Required Yards, Purpose and Intent," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 7.1.D(1), "Required Yards, Purpose and Intent," to read as follows:

D. Required Yards (Setbacks)

1. Purpose & Intent

a) Setbacks are measured from the property line;

b) On lots with approved rear access, the rear setback shall be measured from the nearest boundary of the access easement or alley;

c) No structure that is taller than eight feet in height and that has a roof structure that completely or partially blocks the view to the sky shall be located within the required setback area unless specifically allowed herein;

d) No part of a yard or other open space required in connection with any building, building plot, or use for the purpose of complying with this UDO, shall be included for any other building, building plot, or use as part of a yard or open space; and

e) Where an existing block was created by an approved plat prior to July 15, 1970, a new (infill) single-family dwelling unit shall use the adjacent lots to determine the appropriate front yard setback. The new dwelling unit shall be set no closer to the street or farther back from the street than the nearest neighboring units. Areas zoned NPO, Neighborhood Prevailing Overlay District are exempt from this requirement. Setbacks for areas zoned NCO, Neighborhood Conservation Overlay are stated in the specific rezoning ordinance for the area.

V.

That Chapter 12, "Unified Development Ordinance," Section 11.2, "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 11.2, "Defined Terms," to add the following definitions:

11.2 Defined Terms

For the purpose of this UDO, certain words as used herein are defined as follows:

Blockface: That portion of a block or tract of land facing the same side of a single street and lying between the closest intersection streets

Conservation Study: Study of existing conditions used for a Neighborhood Conservation Overlay. The items evaluated in a Conservation Study are chosen by the Neighborhood Stakeholder Committee and reflect the individual concern of the neighborhood for additional regulation.

Lot coverage: A measure of intensity of land use that represents the portion of a site that is impervious. This portion includes but is not limited to all areas covered by buildings, parked structures, driveways – gravel or paved, roads, and sidewalks.

Median: The middle number in a set of numbers where one-half of the numbers are less than the median number and one-half of the numbers are greater than the median number. For example, 4 is the median number of 1, 3, 4, 8, and 9. If the set of numbers has an even number of numbers, then the median is the average of the two middle numbers. For example, if the set of numbers is 1, 3, 4, 6, 8, and 9, then the median is the average of 4 and 6, or 5.

Neighborhood: A subarea of the city in which the residents share a common identity focused around a school, park, community business center, or other feature. For the purposes of a Single-Family Overlay District, a neighborhood must contain at least thirty (30) single-family structures in a compact, contiguous area, or be an original subdivision or phase of a subdivision if the subdivision contains fewer than thirty (30) single-family structures. Boundary lines must be drawn to include blockfaces on both sides of a street, and to the logical edges of the area or subdivision, as

indicated by a creek, street, subdivision line, utility easement, zoning boundary line, or other boundary.

Neighborhood Character: The atmosphere or physical environment which is created by the combination of land use and buildings within an area. Neighborhood character is established and influenced by land-use types and intensity, traffic generation, and also by the location, size and design of structures as well as the interrelationship of all these features.

Neighborhood Stakeholder Committee: A committee of at least 6 property owners within a proposed Neighborhood Conservation Overlay District and the Administrator. The committee provides input from the neighborhood and assists City Staff in conducting a Conservation Study and evaluating the options for regulation as listed in Section 5.9.

V.

That Chapter 12, "Unified Development Ordinance," Article 5, "District Purpose Statements and Supplemental Standards," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding Section 5.9, "Single-Family Overlay Districts," to read as follows:

5.9 Single-Family Overlay Districts

A. Purpose

Single-Family Overlay Districts are intended to provide additional standards for new construction and redevelopment in established neighborhoods. College Station's older, established neighborhoods provide a unique living environment that contribute to the stability and livability of the City as a whole. These standards are intended to promote development that is compatible with the existing character of the neighborhood and preserve the unique characteristics of College Station's older neighborhoods while balancing the need for the redevelopment of vacant or underutilized property.

The underlying zoning district establishes the permitted uses and shall remain in full force, and the requirements of the overlay district are to be applied in addition to the underlying use and site restrictions.

B. Applicability

The Single-Family Overlay Districts may only be applied to neighborhoods zoned and developed for single-family residences.

C. General Provisions

1. The yard, lot, and open space regulations of the Single-Family Overlay Districts must be read in accordance with the yard, lot, and open space regulations in Section 5.2, Residential Dimensional Standards and Section 7.1.D, Required Yards. In the event of a conflict between the Single-Family Overlay Districts and these sections, the Single-Family Overlay District controls.

2. The area of a Single-Family Overlay District must contain at least thirty (30) single-family structures in a compact, contiguous area. Boundary lines must be drawn to include blockfaces on both sides of a street, and to the logical edges of the area or subdivision, as indicated by a creek, street, subdivision line, utility easement, zoning boundary line, or other boundary. Boundary lines that split blockfaces in two should be avoided.

3. The City Council may approve a Single-Family Overlay District for an area that contains fewer than thirty (30) single-family structures if the Council determines that:

a. The boundary lines are drawn to include blockfaces on both sides of a street, and to the logical edges of the area, as indicated by a creek, street, subdivision line, utility easement, zoning boundary line, or other boundary. Boundary lines that split blockfaces in two should be avoided;

b. Approving the Single-Family Overlay District will not negatively effect adjacent

neighborhoods;

c. Approving the Single-Family Overlay District will not be detrimental to the public health, safety and welfare of other property in the area; and

d. The creation of a Single-Family Overlay District will meet the purpose of this section.

4. Petition for a Single-Family Overlay District must be signed by at least sixty percent (60%) of the total number of property owners in the proposed district area.

5. Single-Family Overlay Districts may not apply to neighborhoods originally platted in the last ten (10) years.

D. Districts

1. Neighborhood Prevailing Overlay District (NPO)

a. Purpose

This district is intended to provide standards that preserve single-family neighborhoods by imposing neighborhood-specific yard, lot, and open space regulations that reflect the existing character of the neighborhood. The Neighborhood Prevailing Overlay does not prevent construction of new single-family structures or the renovation, remodeling, repair or expansion of existing single-family structures, but, rather, ensures that new single-family structures are compatible with existing single-family structures.

b. Applicability

The regulations of the Neighborhood Prevailing Overlay apply to all single-family and accessory structures within the district.

c. Standards

Development shall be subject to the existing median pattern of development on the subject and opposing blockfaces for the following standards:

1) Minimum front setback

Front setback is calculated as the median existing front setback of all residential structures on the subject and opposing blockface.

2) Maximum front setback

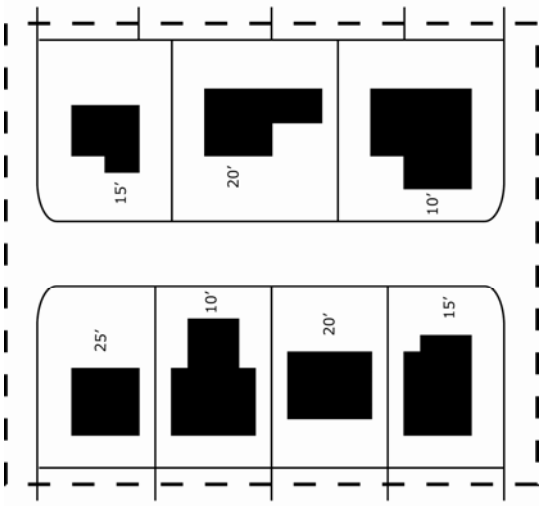
The maximum front setback, or build-to line, is no more than ten (10) feet back from the minimum front setback.

3) Minimum side street setback

Minimum side street setback is calculated as the median side street setback of all existing residential structures in the district.

4) Minimum lot size

Minimum lot size is calculated as the median building plot size of all existing building plots on the subject and opposing blockface.



Example: Median Minimum Setback for the subject and opposing blockface is 15 feet

5) Building height

Building height is calculated as the median building height of all existing residential structures on the subject and opposing blockface.

Building height refers to the vertical distance measured from the finished grade, or the base flood elevation where applicable, and the following points:

a) The average height level between the eaves and ridge line of a gable, hip, or gambrel roof;

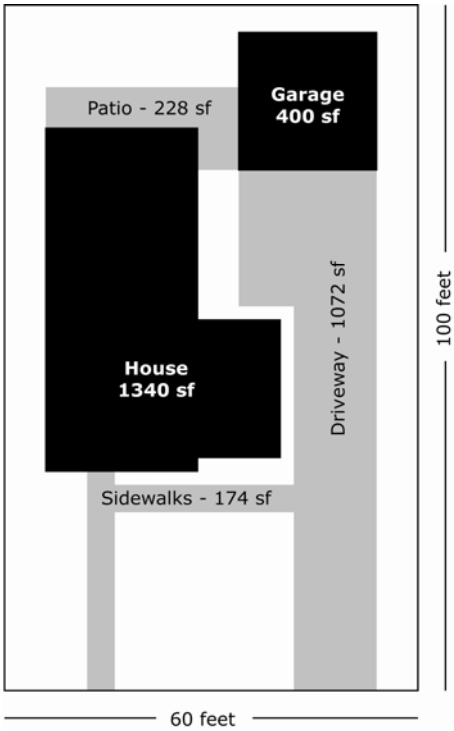
a) The highest point of a mansard roof; or

b) The highest point of the coping of a flat roof.

6) Maximum lot coverage

Lot coverage is calculated as the median existing lot coverage on all building plots on the subject and opposing blockface.

Lot coverage includes all structures and impervious cover on a site, including but not limited to, patios, driveways – gravel or paved, accessory structures, and sidewalks



3214 total impervious cover on 6,000 sf lot
53.6% lot coverage

7) Garage Location and Orientation

New garages must be placed in relation to the primary residential structure on the lot consistent with the most frequent pattern of placement on the subject and opposing blockface. New garages must also be oriented consistent with the most frequent direction of orientation on the subject and opposing blockface. See graphics in 5.9.2 for Garage Location and Orientation.

8) Tree Preservation

Any existing tree of 8-inch caliper or greater in good form and condition and reasonably free of damage by insects and/or disease located outside of the buildable area are required to be barricaded and preserved. A barricade detail must be provided on the site plan. Trees must be barricaded one foot per caliper inch. Barricades must be in place prior to any development activity on the property including, but not limited to, grading.

9) Landscape Maintenance

Any existing canopy and non-canopy trees in good form and condition and reasonably free of damage by insects and/or disease located within the buildable area removed during construction must be replaced on site caliper for caliper, or as determined by the Administrator.

2. Neighborhood Conservation Overlay Districts (NCO)

a. Purpose

The Neighborhood Conservation Overlay District (NCO) is intended to protect and preserve single-family neighborhoods through a district that is focused on the specific needs of the neighborhood. NCO districts are based on in-depth study of the existing neighborhood conditions, and should be used to protect unique assets and qualities of the neighborhood. Conservation districts may be used for neighborhoods that offer a distinct character that its residents and the City wish to preserve and protect. It differs from the Neighborhood Prevailing

Overlay in that it allows neighborhoods to choose from a variety of standards to address neighborhood specific issues.

b. Applicability

1) The regulations of the Neighborhood Conservation Overlay apply to all single-family and accessory structures within the district.

2) A neighborhood may not have both a Neighborhood Prevailing Overlay and a Neighborhood Conservation Overlay.

c. General Provisions

The standards set forward in a Neighborhood Conservation Overlay must be based on findings of a Conservation Study conducted by the City of College Station in conjunction with a neighborhood stakeholder committee. The committee must be made up of at least six (6) property owners in the neighborhood and the Administrator. The Conservation Study must include a survey of existing conditions and unique characteristics of the neighborhood and outline the issues that threaten the preservation of those characteristics. The Conservation Study will also set forth the items that may be included in the rezoning ordinance.

d. Options for Inclusion

In applying for a Neighborhood Conservation District Overlay, the following items may be included for study in the Conservation Study and included as standards in the overlay. All development within the district shall be subject to the standards set forth in the rezoning ordinance.

1) Minimum Front Setback

If minimum front setback is selected for inclusion, the neighborhood stakeholder committee may select one of the following methods of determining minimum front setback based on the findings of the Conservation Study of the subject neighborhood:

a) Contextual front setbacks as provided for in Section 7.1.D.1.e; or

b) Contextual front setbacks as provided for in Section 5.9.C.1; or

c) Fixed front setback. A fixed front setback may be established, however, it may not be less than the setback of underlying zoning or more than the existing median front yard setback of structures in the district.

2) Minimum Side Street Setback

If minimum side street setback is selected for inclusion, the neighborhood stakeholder committee may select one of the following methods of determining minimum side street setback based on the findings of the Conservation Study of the subject neighborhood:

a) Contextual side street setbacks as provided for in Section 5.9.C.2; or

b) Fixed side street setback. A fixed side street setback may be established, however, it may not be less than the side setback setback of underlying zoning or more than the existing median side street setback of structures in the district.

3) Minimum lot size

If minimum lot size is selected for inclusion, the neighborhood stakeholder committee may select one of the following methods of determining minimum lot size based on the findings of the Conservation Study of the subject neighborhood:

a) Lot size as provided for in Section 18 of the Subdivision Regulations, Platting and Replatting in Older Residential Neighborhoods; or

b) Contextual lot size as provided for in Section 5.9.C.3; or

c) Fixed lot size. A fixed lot size may be established, however, it may not be less than the lot size required of underlying zoning or more than the existing median size of building plots in the district.

4) Maximum building height

If maximum building height is selected for inclusion, the neighborhood stakeholder committee may select one of the following methods of determining maximum building height based on the findings of the Conservation Study of the subject neighborhood:

a) Contextual building height as provided for in Section 5.9.C.4; or

b) Fixed building height. A fixed building height may be established, however, it may not be more than the maximum height allowed in the underlaying zoning district or less than the median height of all residential structures in the district.

5) Tree Preservation

If tree preservation is selected for inclusion, any existing tree of 8-inch caliper or greater in good form and condition and reasonably free of damage by insects and/or disease located outside the buildable area are required to be barricaded and preserved. A barricade detail must be provided on the site plan. Trees must be barricaded one foot per caliper inch. Barricades must be in place prior to any development activity on the property including, but not limited to, grading.

6) Landscape Maintenance

If landscape maintenance is selected for inclusion, any existing canopy and non-canopy trees in good form and condition and reasonably free of damage by insects and/or disease located within the buildable area removed during construction must be replaced on site caliper for caliper, or as determined by the Administrator.

7) Maximum lot coverage

If maximum lot coverage is selected for inclusion, maximum lot coverage is calculated as the median existing lot coverage on all building plots on the subject and opposing blockface.

Lot coverage includes all structures and impervious cover on a site, including but not limited to, patios, driveways, accessory structures, and sidewalks

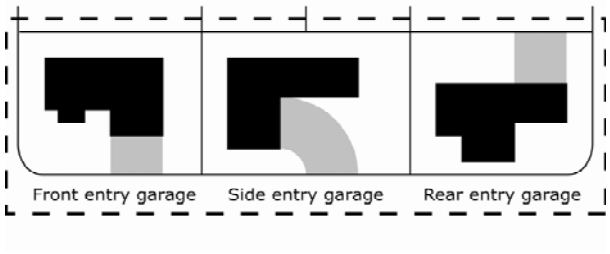
8) Garage Access

If garage access is selected for inclusion, the neighborhood stakeholder committee may chose one of the following methods of garage access based on the most frequent method of garage access within the subject neighborhood:

a) Front entry; or

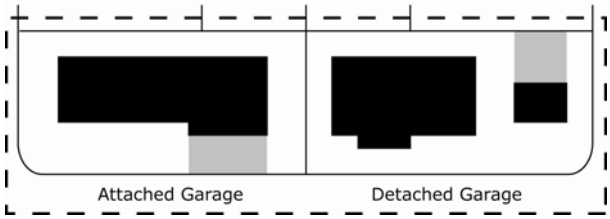
b) Side entry; or

c) Rear entry.



9) Garage Connection

If garage connection is chosen for inclusion, the neighborhood stakeholder committee may select one of the following garage connection types based on the most frequent method of garage connection within the subject neighborhood:



a) Attached to the single-family structure; or

b) Detached from the single-family structure.

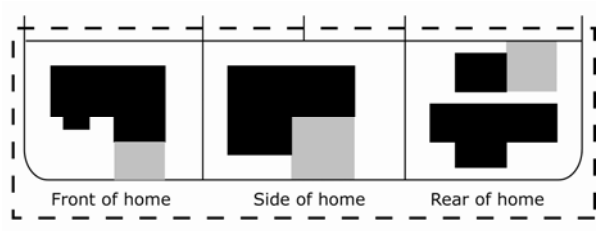
10) Garage Location

If garage location is selected for inclusion, the neighborhood stakeholder committee may select one of the following garage locations based on the most frequent location of garages in relation to the primary single-family structure within the subject neighborhood:

a) In front of the single-family structure; or

b) To the side of the single-family structure; or

c) To the rear of the single-family structure.



11) Off-street parking

If off-street parking is selected for inclusion, the neighborhood stakeholder committee may set a minimum off-street parking standard of 3 spaces per residential unit, however, it may not be included without also including maximum lot coverage, garage access, connection, and location in the Conservation Study.

12) Building Materials

If Building Materials is selected for inclusion, the neighborhood stakeholder committee may select required building materials and set a minimum percentage for the use of those materials for facades facing a right-of-way. Required materials may only include types of building materials used in the subject neighborhood. The Conservation Study should include a listing of all types of materials used in the district as well as the median percentage on building facades facing a right-of-way. The percentage of use of a required material may only be placed on facades facing a right-of-way and may not exceed the median existing percentage of the materials on building facades facing a right-of-way.

13) Fencing

If Fencing is selected for inclusion, the neighborhood stakeholder committee may select required materials and maximum height.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISION REGULATIONS," SECTION 18, "PLATTING AND REPLATTING WITHIN OLDER RESIDENTIAL SUBDIVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 9, "Subdivision Regulations," Section 18, "Platting and Replatting Within Older Residential Subdivisions," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars ($25.00) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective 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 18, "Platting and Replatting Within Older Residential Subdivisions," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 18-A.1 to read as follows:

18-A.1 Any portion of the property is currently zoned or developed for single family residential uses as of January 1, 2002 with the exception of NG-1, NG-2, NG-3, NPO, and NCO zoning districts; and,

December 13, 2007
Regular Agenda Item 4
Spring Creek Townhomes Phase 2 and 3 Rezoning

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 9.7 acres of Spring Creek Townhomes, Phases 2 and 3, from PDD, Planned Development to PDD, Planned Development in order to amend the Concept Plan for the property generally located at the termination of Heath Drive.

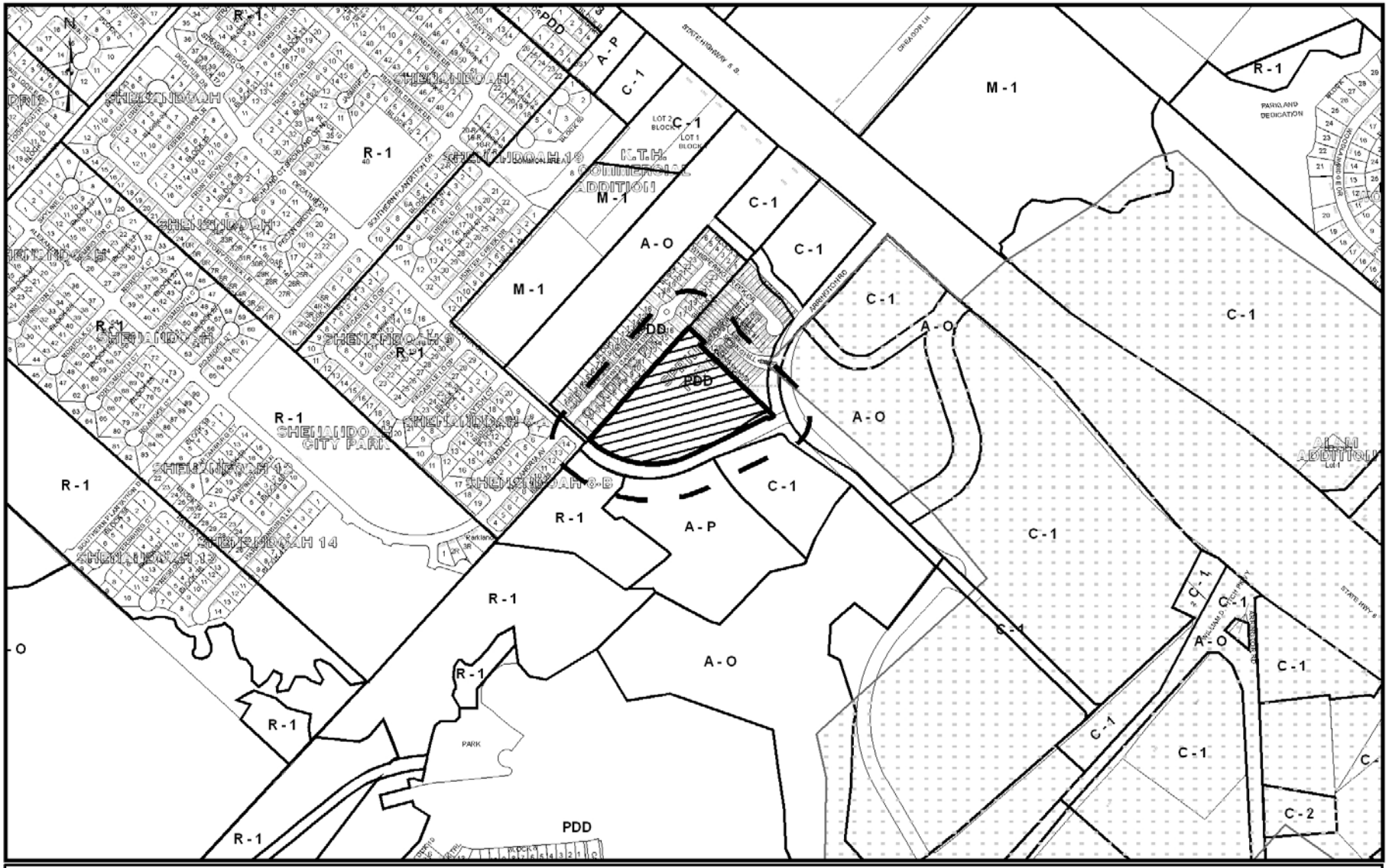
Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the request at their November 15, 2007 meeting. Staff also recommends approval.

Summary: The applicant is requesting to amend the Concept Plan for Phases 2 and 3 of the Spring Creek Townhomes Planned Development District. The amendment includes a reconfiguration of the street system to line up with the median cut that will be located on Decatur Drive which is currently under construction. The applicant is also proposing a net density of 10.9 dwelling units per acre. The original density approved for the development is 13.7 dwelling units per acre. The applicant has not requested any changes to the existing meritorious modifications.

Staff has received one phone call regarding the request with concerns about the building height of the structures backing up to Spring Garden Drive. The proposed building heights are between 15 feet and 35 feet.

Budget & Financial Summary: N/A

Attachments:
1. Small Area Map (SAM) & Aerial
2. Rezoning Map
3. Concept Plan Map
4. Copy of Original Concept Plan Map
5. Ordinance
6. P&Z Draft Minutes



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

DEVELOPMENT REVIEW	SPRING CREEK TOWNHOMES PH 2 & 3	Case: 07-244 REZONING

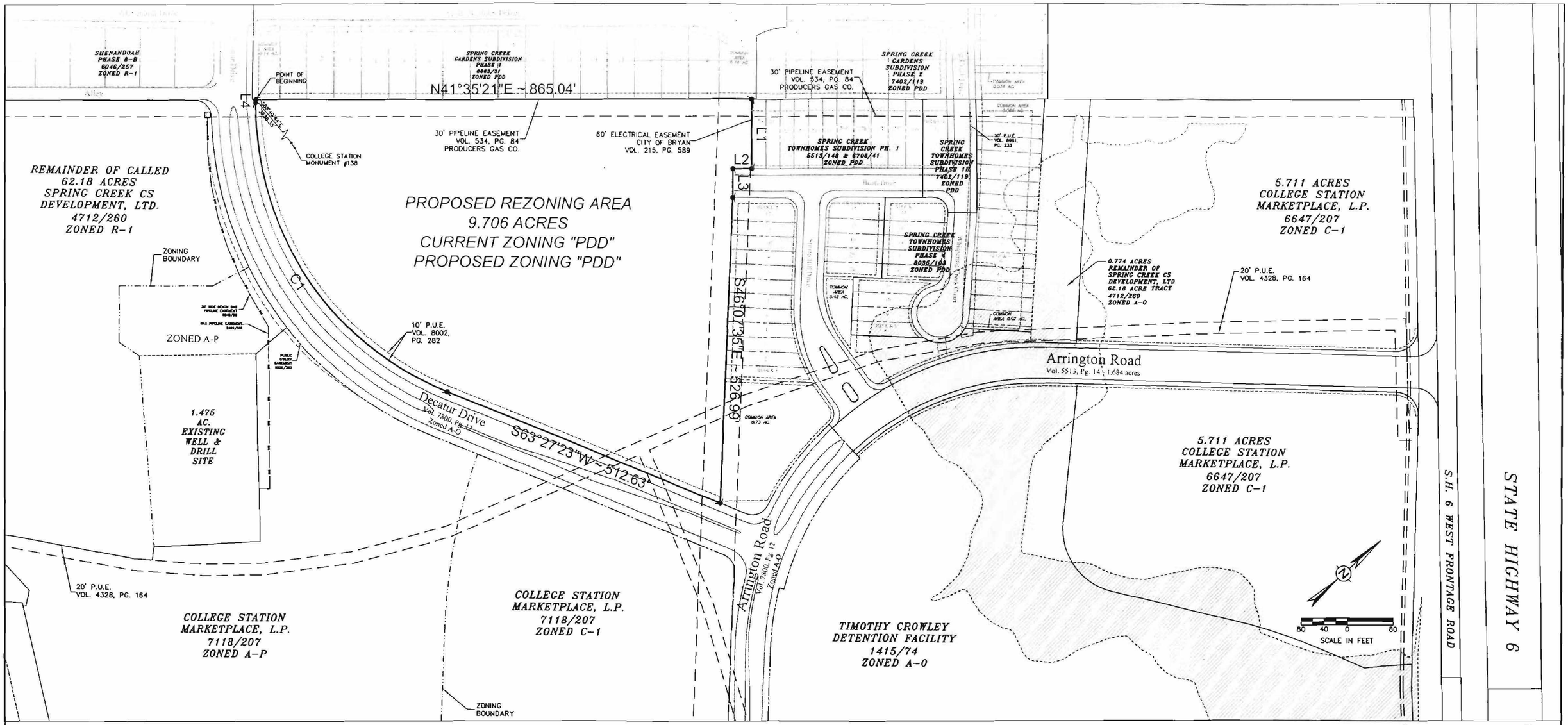
Zoning Districts							
		R – 3	Townhouse	C – 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
		R – 4	Multi-Family	M – 1	Light Industrial	NG – 1	Core Northgate
A – O	Agricultural Open	R – 6	High Density Multi-Family	M – 2	Heavy Industrial	NG – 2	Transitional Northgate
A – OR	Rural Residential Subdivision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

DEVELOPMENT REVIEW

SPRING CREEK TOWNHOMES PH 2 & 3

Case: 07-244

REZONING



PZ 11-15

LINE TABLE		
LINE	LENGTH	BEARING
L1	120.00'	S48°25'07"E
L2	32.63'	S41°34'53"W
L3	50.00'	N48°25'07"W
L4	5.56'	S47°10'55"E

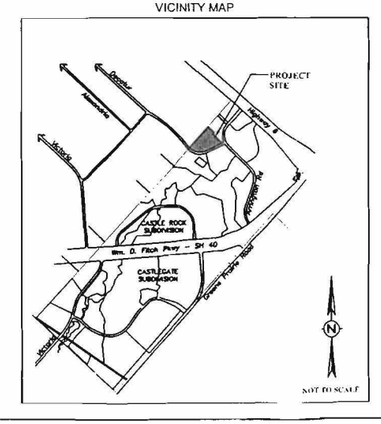
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	639.82'	535.00'	68°31'19"	364.42'	602.37'	S82°17'31"E

LEGEND

- REZONING BOUNDARY
- PROPERTY CORNER
- EXISTING UTILITY EASEMENT
- EXISTING ZONING BOUNDARY
- FLOODPLAIN BOUNDARY (FEMA F.I.R.M.)

NOTE:
NO PORTION OF THE 9.706 ACRE TRACT SHOWN ON THIS REZONING MAP LIES WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (F.I.R.M.), MAP NOS. 48041C201-D AND 48041C205-D, EFFECTIVE DATE 2/9/2000.

VICINITY MAP



REZONING MAP

9.706 ACRES

Planned Development District
(PDD)

ROBERT STEVENSON SURVEY , A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=80'

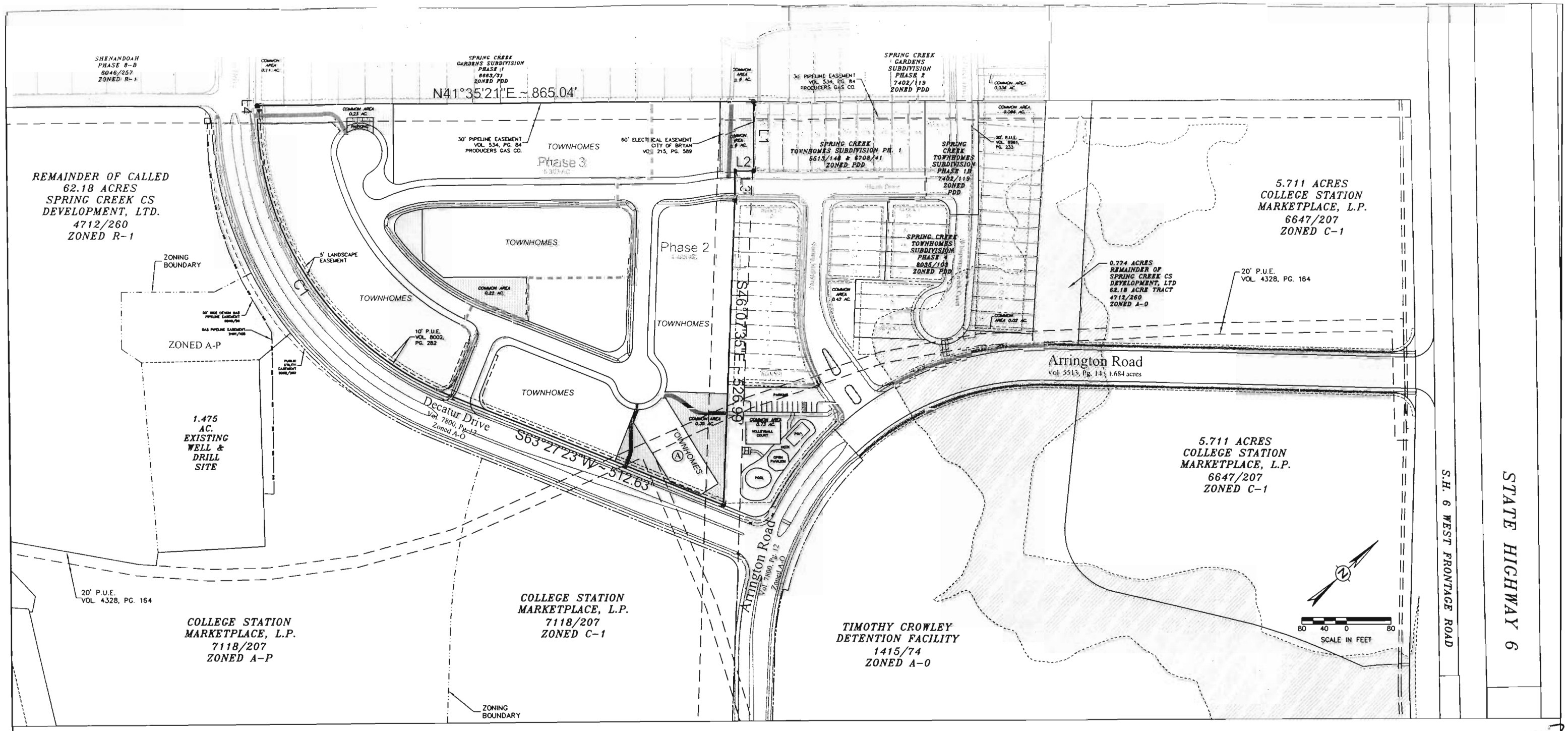
OCTOBER, 2007

07.244
10/9/07
10:10

OWNER/DEVELOPER:
Spring Creek CS Development Ltd
4490 Castlegate Drive
College Station, TX 77845

SURVEYOR:
Dante Carlomagno, RPLS No. 1562
CARLOMAGNO Surveying, Inc.
2714 Finfeather Road
Bryan, TX 77801
(979) 775-2873

ENGINEER:
☆ CIVIL DEVELOPMENT, INC.
CIVIL ENGINEERING & DESIGN-BUILD SERVICES
Ginger L. Urso, P.E.
2033 Harvey Mitchell Parkway South
College Station, Texas 77840
P.O. Box 11929, College Station, Texas 77842
(979) 764-7743 Fax (979) 764-7759



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CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	639.82'	535.00'	68°31'19"	364.42'	602.37'	S82°17'31"E

General Development Information

1. The purpose and intent of this Planned Development District is an integrated residential townhouse community with amenities that provide for an enhanced quality of life.

2. The land use for this development is residential consisting of townhouse lots. Additional land use includes open space with parking and other amenities.

3. The townhouse dwellings will have an allowable range of building heights from 15 to 35 feet.

4. A storm sewer system will be constructed to control the drainage from the development and discharge the runoff into the storm sewer system for Decatur Drive and then into the detention facility for the Castlegate and Crowley developments that has been constructed downstream of this development. A drainage report will be provided to verify the proposed development is in compliance with the City of College Station Drainage Ordinance.

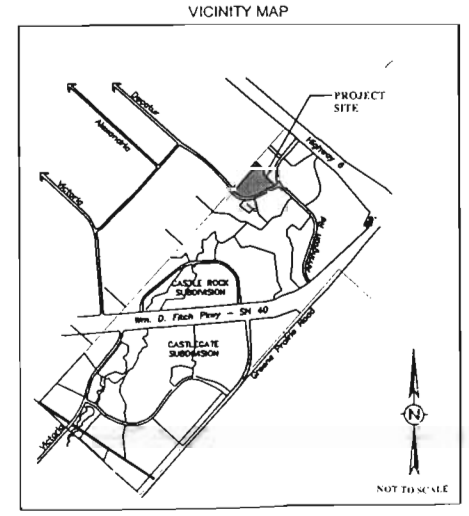
5. Modifications or variations to the City of College Station Standards may be requested for the following items:
- Parking spaces adjacent to the street in cul-de-sacs
- Change the minimum number of attached dwelling units from 3 to 2 for townhouses located in area "A"
- Building setback line distances

LEGEND

- REZONING BOUNDARY
- PROPERTY CORNER
- UTILITY EASEMENT
- EXISTING ZONING BOUNDARY
- PHASE BOUNDARY
- FLOODPLAIN BOUNDARY
- COMMON AREA
- PROPOSED 4' SIDEWALK
- PROPOSED 6' SIDEWALK

NOTE:
NO PORTION OF THE 9.706 ACRE TRACT SHOWN ON THIS REZONING MAP LIES WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (F.I.R.M.), MAP NOS. 48041C201-D AND 48041C205-D, EFFECTIVE DATED 2/9/2000.

VICINITY MAP



CONCEPT PLAN

Spring Creek Townhomes - Phases 2 & 3

9.706 ACRES

Planned Development District (PDD)

ROBERT STEVENSON SURVEY , A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=80'

OCTOBER, 2007

OWNER/DEVELOPER:
Spring Creek CS Development Ltd
4490 Castlegate Drive
College Station, TX 77845

SURVEYOR:
Dante Carlomagno, RPLS No. 1562
CARLOMAGNO Surveying, Inc.
2714 Flintfeather Road
Bryan, TX 77801
(979) 775-2873

ENGINEER:
☆ CIVIL DEVELOPMENT, Ltd ☆
CIVIL ENGINEERING & DESIGN SERVICES
Gregory L. Urso, P.E.
2033 Harvey Mitchell Parkway South
College Station, Texas 77840
P.O. Box 11929, College Station, Texas 77842
(979) 764-7743 Fax: (979) 764-7759

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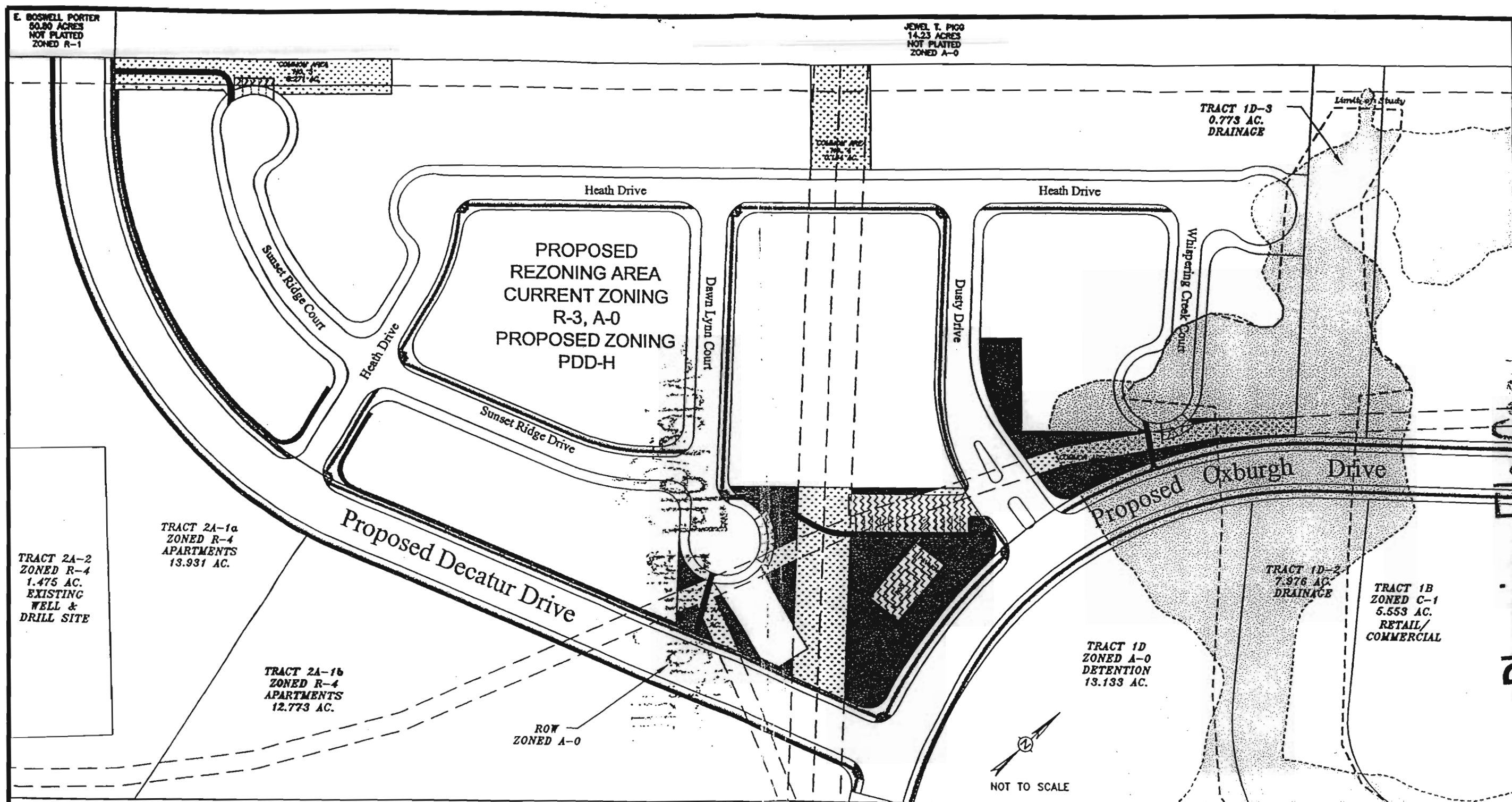


LEGEND

- REZONING BOUNDARY
- EDGE OF PAVEMENT LINE
- PROPOSED 4' SIDEWALK
- PROPOSED 6' SIDEWALK
- PROPOSED COMMON AREA/LANDSCAPE EASEMENT WITH LANDSCAPING
- PROPOSED COMMON AREA WITH SIDEWALK/PAVEMENT
- PROPOSED COMMON AREA WITH GRASS (EASEMENT AREAS)
- 100-YEAR FLOODPLAIN BOUNDARY (FEMA)
- 100-YEAR FLOODPLAIN BOUNDARY (CLOMR)

OWNER/DEVELOPER:
Spring Creek CS Development Ltd
4490 Castlegate Drive
College Station, TX 77845

SURVEYOR:
Danie Cartomagno, RPLS No. 1562
CARLOMAGNO Surveying, Inc.
2714 Finfeather Road
Bryan TX 77801
(979) 775-2873

ENGINEER:
TEXCON
General Contractors
Joseph P. Schultz, P.E.
1707 Graham Road
College Station, Texas 77845
(979) 690-7711

CONCEPT PLAN

16.316 ACRES

PLANNED DEVELOPMENT DISTRICT - HOUSING
(PDD-H)

ROBERT STEVENSON SURVEY , A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

NOT TO SCALE DECEMBER, 2002

File copy
Planning
07-244

9:10 AM 12/3/02 02-225

MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 15, 2007,
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

CITY OF COLLEGE STATION
Planning & Development Services

COMMISSIONERS PRESENT: Chairman John Nichols, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Caldwell and Nicole Padilla

2. Public hearing, presentation, possible action, and discussion on a rezoning from PDD, Planned Development to PDD, Planned Development in order to amend the Concept Plan for 9.7 acres of Spring Creek Townhomes, Phases 2 and 3 generally located at the termination of Heath Drive. **Case #07-00500244 (LB)**

   Lindsay Boyer, Senior Planner, presented the Concept Plan and recommended approval. She answered questions in general from the Commissioners.

   Wallace Phillips, Applicant, answered general questions from the Commissioners.

   Commissioner Dictson motioned to approve the item as submitted. Commissioner Sanford seconded the motion, motion passed (6-0).

December 13, 2007
Regular Agenda Item 5
Unified Development Ordinance Amendment – Sidewalks in Northgate

To: Glenn Brown, City Manager

From: Bob Cowell, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an ordinance amendment to Chapter 12 of the Code of Ordinances, Unified Development Ordinance Section 5.6 Northgate Districts relating to sidewalk requirements.

Recommendation: The Planning & Zoning Commission unanimously recommended approval of the amendment at their November 15, 2007 meeting. Staff also recommends approval.

Summary: The Northgate Districts were created to promote a mixture of non-residential and residential uses in a pedestrian-oriented setting to serve those who eat, live, work, and recreate in an area near the University. The 2004 Annual Review of the UDO incorporated several new development standards for the Northgate Districts to encourage and accommodate pedestrian activity, including increased sidewalk widths along various streets. Improved sidewalks are currently required for all development, redevelopment, rehabilitation, and façade projects within any Northgate District, where applicable. The ordinance also offers relief from this standard by allowing the Design Review Board to grant waivers where "existing physical conditions prohibit the sidewalk expansion."

During the three years that this ordinance has been in place, Staff has evaluated the observed and projected effects of the sidewalk standards for façade and rehabilitation projects in Northgate. In general, existing building and street conditions do not allow the opportunity to make sidewalk improvements for façade and rehabilitation projects. Therefore, sidewalk requirements are only feasible for proposed development and redevelopment projects. Staff recommends amending Section 5.6.8 Sidewalk Standards to remove the requirement to improve sidewalks for façade and rehabilitation projects within the Northgate Districts.

Attachments:
1. Red-line of current UDO section
2. Ordinance
3. P&Z Draft Minutes

from building or other walls, landscaping, or other features to allow for ease and encouragement of use. Bicycle parking facilities may be permitted on sidewalks or other paved surfaces with a PIP (when necessary) and provided that the bicycles do not block or interfere with pedestrian or vehicular traffic.

e. Required bicycle parking may be consolidated with the bicycle parking of adjacent properties and provided off-site if the bicycle rack location is within 100 feet of the main entry façade of the building and with written agreement from the property owners.

8. Sidewalk Standards

Sidewalks shall be incorporated into all proposed development and redevelopment projects within any Northgate district. In the event that a sidewalk exists on a site prior to development or redevelopment and does not meet all sidewalk and streetscape standards outlined herein, the sidewalk must be upgraded to meet current standards (including American National Standards and Texas Accessibility Standards).

Deleted: ,

Deleted: , rehabilitation, and façade

a. Sidewalks shall be required along both sides of all rights-of-way.

b. Sidewalks widths shall be as follows:

1) Sidewalks shall be a minimum of twelve feet (12') in width on University Drive and South College Avenue.

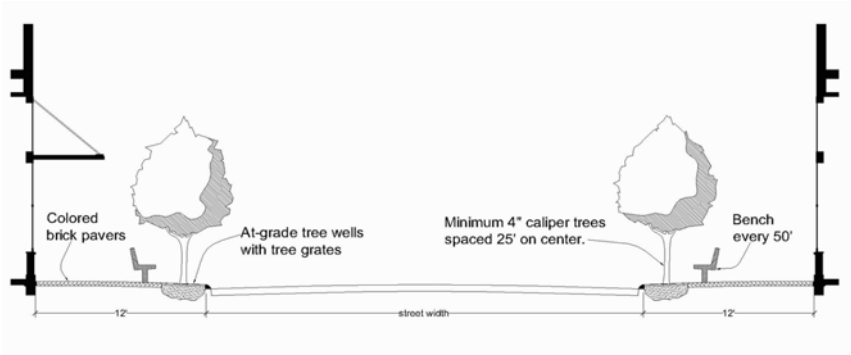
2) Sidewalks shall be a minimum of ten feet (10') in width on Church Street and College Main.

3) Sidewalks shall be a minimum of eight feet (8') in width on all other streets in Northgate.

c. Sidewalks shall be located directly adjacent to the back of curb. The Administrator may approve alternate locations to eliminate encroachments of streetscaping materials that would reduce the clear space of the sidewalk to less than six feet (6').

d. Sidewalks or parts of sidewalks that lie outside, but are located next to, the right-of-way shall be covered by a dedicated public access easement initiated by the property owner so that they will be dedicated for public use and maintenance.

e. Sidewalks shall be constructed of colored brick pavers on the exterior (visible) layer as specified in the City of College Station Design Standards: Northgate.



Graphic represents sidewalks and street tree requirements for University Drive or South College

9. Landscape and Streetscape Standards

For NG-1 and NG-3, the standards set forth herein are in lieu of Section 7.5.C Landscaping Requirements and Section 7.5.D Streetscape Requirements of the UDO.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 5.6.B "NORTHGATE DISTRICTS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars ($25.00) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of December, 2007.

APPROVED:

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Article 5, Section 5.6.B.8 to read as set out in Appendix I attached hereto.

8. Sidewalk Standards

Sidewalks shall be incorporated into all proposed development and redevelopment projects within any Northgate district. In the event that a sidewalk exists on a site prior to development or redevelopment and does not meet all sidewalk and streetscape standards outlined herein, the sidewalk must be upgraded to meet current standards (including American National Standards and Texas Accessibility Standards).

a. Sidewalks shall be required along both sides of all rights-of-way.

b. Sidewalks widths shall be as follows:

1) Sidewalks shall be a minimum of twelve feet (12') in width on University Drive and South College Avenue.

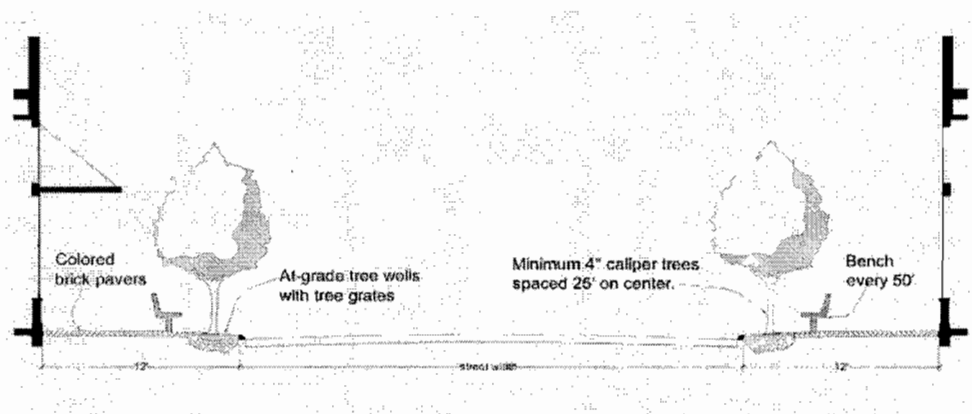
2) Sidewalks shall be a minimum of ten feet (10') in width on Church Street and College Main.

3) Sidewalks shall be a minimum of eight feet (8') in width on all other streets in Northgate.

c. Sidewalks shall be located directly adjacent to the back of curb. The Administrator may approve alternate locations to eliminate encroachments of streetscaping materials that would reduce the clear space of the sidewalk to less than six feet (6').

d. Sidewalks or parts of sidewalks that lie outside, but are located next to, the right-of-way shall be covered by a dedicated public access easement initiated by the property owner so that they will be dedicated for public use and maintenance.

e. Sidewalks shall be constructed of colored brick pavers on the exterior (visible) layer as specified in the City of College Station Design Standards: Northgate.



Graphic represents sidewalks and street tree requirements for University Drive or South College

MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 15, 2007, at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

CITY OF COLLEGE STATION
Planning & Development Services

COMMISSIONERS PRESENT: Chairman John Nichols, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Caldwell and Nicole Padilla

1. Call Meeting to Order.

   Chairman Nichols called the meeting to order at 7:09 p.m.

2. Public hearing, presentation, possible action, and discussion regarding an ordinance amendment to Chapter 12 of the Code of Ordinances, Unified Development Ordinance Section 5.6 Northgate Districts relating to sidewalk requirements. **Case # 07-00500004 (CH)**

   Crissy Hartl, Staff Planner, presented the amendments to the sidewalk requirements in the Northgate District and answered general questions from the Commissioners.

   Commissioner Schroeder motioned to approve the amendment to the Unified Development Ordinance Section 5.6.8. Commissioner Bauman seconded the motion, motion passed (6-0).

DRAFT

13 December 2007
Regular Agenda Item 6
UDO Amendment, Section 7.4.C (Summary of Permitted Signs)

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning and Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance Section 7.4.C Summary of Permitted Signs, regarding the permitted zoning districts for commercial banners.

Recommendation(s): The Planning & Zoning Commission heard this item at their regular meeting on 15 November and voted unanimously to recommend approval. Staff also recommends approval of the ordinance as presented.

Summary: The Unified development Ordinance (UDO) was amended in June of 2006 to expand the use of commercial banners. However, the table in Section 7.4.C "Summary of Permitted Signs" of the UDO was not updated to include banners at that time. This amendment adds commercial banners to the aforementioned table, establishing the permitted zoning districts for commercial banners.

Budget & Financial Summary: None

Attachments:

1. Red-Lined Version of current UDO section
2. Ordinance
3. P&Z Draft Minutes

A. Summary of Permitted Signs

The following signs are permitted in the relevant zoning districts of the City:

	A-O	A-OR	R-1B	R-1	R-2	R-3	R-4	R-6	R-7	A-P	C-1	C-2	C-3	R&D	M-1	M-2
Apartment/Condominium/ Manufactured Home Park Identification Signs							X	X	X							
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs							X	X	X	X	X	X	X	X	X	X
Commercial Banners							X	X		X	X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Directional Traffic Control Signs										X	X	X	X	X	X	X
Freestanding Signs											X	X			X	X
Home Occupation Signs	X	X	X	X	X	X	X	X	X							
Low Profile Signs										X	X	X	X	X	X	X
Non-Commercial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof Signs											X	X			X	X

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 7.4.C SUMMARY OF PERMITTED SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 7.4.C Summary of Permitted 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 Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of December, 2007.

APPROVED:

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approvelt

_____
City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 7.4.C Summary of Permitted Signs, of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 7.4.C to read as follows:

"C. Summary of Permitted Signs

The following signs are permitted in the relevant zoning districts of the City:

	A-O	A-OR	R-1B	R-1	R-2	R-3	R-4	R-6	R-7	A-P	C-1	C-2	C-3	R&D	M-1	M-2
Apartment/Condominium/ Manufactured Home Park Identification Signs							X	X	X							
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs							X	X	X	X	X	X	X	X	X	X
Commercial Banners							X	X		X	X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Directional Traffic Control Signs										X	X	X	X	X	X	X
Freestanding Signs											X	X			X	X
Home Occupation Signs	X	X	X	X	X	X	X	X	X							
Low Profile Signs										X	X	X	X	X	X	X
Non-Commercial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof Signs											X	X			X	X

MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 15, 2007, at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

CITY OF COLLEGE STATION
Planning & Development Services

COMMISSIONERS PRESENT: Chairman John Nichols, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Caldwell and Nicole Padilla

6. Public hearing, presentation, possible action, and discussion regarding an ordinance amendment to Chapter 12 of the Code of Ordinances, Unified Development Ordinance, Section 7.4 Signs. **Case #07-500004 (LS)**

   Lance Simms, Assistant Director, presented the amendment to the Unified Development Ordinance Section 7.4 (Signs) to add commercial banners and list the zoning districts where banners may be used.

   Commissioner Bauman motioned to approve the amendment to the Unified Development Ordinance Section 7.4. Commissioner Strong seconded the motion, motion passed (6-0).

13 December 2007
Regular Agenda Item 7
UDO Amendment, Section 9.4 (Nonconforming Lots of Record)

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning and Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance, Section 9.4 Nonconforming Lots of Record, regarding building setbacks for nonconforming single-family properties in Agricultural Open (A-O) zoning districts.

Recommendation(s): The Planning & Zoning Commission heard this item at their regular meeting on 15 November and voted unanimously to recommend approval. Staff also recommends approval of the ordinance as presented.

Summary: The City of College Station is preparing to annex several areas. Upon annexation, property is zoned A-O, providing a "holding zone" by preserving the property in its annexed condition until City services are available and community needs call for more intense uses.

In preparing for the challenges associated with the pending annexation, Staff noted that several areas slated for annexation are developed or contain vacant lots that do not comply with the residential dimensional standards for A-O property established by the Unified Development Ordinance (UDO). After annexation, some of these lots and existing structures may be precluded form additions or new construction owing to the setbacks established by the A-O zoning district.

The attached UDO text amendment would allow single-family dwellings and their accessory structures on A-O lots to meet the R-1 (Single-Family Residential) setbacks provided the lot is at least 5,000 square feet in area and no larger that one (1) acre in area.

Budget & Financial Summary: None

Attachments:

1. Red-Lined Version of current UDO section
2. Ordinance
3. P&Z Draft Minutes

9.4 Nonconforming Lots of Record

A. Authority to Utilize for Single-Family Residence

In any district in which single-family dwellings are a permitted use, notwithstanding the regulations imposed by any other provisions of this Section, a single-family detached dwelling that complies with the restrictions below may be erected on a nonconforming lot that is not less than 30 feet in width, consisting entirely of one tract of land of not less than 3,000 square feet, and that:

1. Has less than the prescribed minimum lot area, width, and/or depth;

2. Is shown by a recorded plat or deed to have been a lot of record owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size, depth, and width at such location would not have been prohibited by any zoning or other ordinance; and

3. Has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by the applicable zoning ordinance or other ordinances.

B. Regulations for Single-Family Use of Nonconforming Lots

A nonconforming lot authorized to be used pursuant to this Section may be used for a single-family dwelling and no other structure except for a garage or carport. Construction of such single-family dwelling shall comply with all the regulations (except lot area, width, and depth) applicable to single-family dwellings in the zoning district in which the lot in question is located, except that the following side yard requirements shall apply in place of the side yard requirements otherwise applicable:

1. The dwelling shall be placed on the lot so as to provide a yard on each side of the dwelling.

2. The sum of the widths of the two side yards on such lot shall be not less than the smaller of:

a. 25 percent of the width of the lot; or

b. The minimum total for both side yards prescribed by the bulk regulations for said zoning district; and

3. No side yard shall be less than three feet wide.

C. Regulations for Certain Nonconforming Lots Zoned A-O (Agricultural Open)

A single-family dwelling and accessory structure(s) in areas zoned A-O, Agricultural Open, may be erected or structurally altered on a nonconforming lot of record, that is not less than five thousand (5,000) square feet in area and not more than one (1) acre in area, so long as the structure or the addition to the structure complies with the setbacks established by the R-1, Single-Family Residential, zoning district.

D. Other Uses of Nonconforming Lots: Site Plan Required

In any district in which single-family dwellings are not permitted, a nonconforming lot of record which meets the requirements above may be used

for any use permitted in the district in which it is located if, but only if, a site plan for such use has been approved in accordance with the provisions of Section 3.5, Site Plan Review.

E. Lots Made Nonconforming by Right-Of-Way Acquisition

Any lot made nonconforming solely by means of area dedicated, condemned, sold or otherwise conveyed for public right-of-way shall be allowed to pursue any allowed use as if such area were a part of the remaining lot, except that all applicable setbacks shall be adhered to.

9.5 Noncomforming Tracts

Unplatted properties made nonconforming by the zoning applied at the time of annexation shall be allowed to plat, provided that the resulting lot contains the entire tract.

9.6 Nonconforming Signs

A. Continuation Allowed

A lawfully nonconforming sign may continue in use except as otherwise provided in or authorized by this Section. A change in the information on the face of an existing nonconforming sign is allowed if the change does not increase the area of the sign face and involves no structural alteration.

B. Alteration, Expansion, Moving

No nonconforming sign, by voluntary act of the owner, shall be:

1. Changed or altered in any manner which would increase the degree of its nonconformity;
2. Expanded (sign face); or
3. Moved in whole or in part to any other location where it would remain nonconforming.

C. Signs Required to be Moved by the City

Any nonconforming sign required to be moved or removed by the City shall be removed or relocated in accordance with the provisions of the Texas Local Government Code.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 9.4 NONCONFORMING LOTS OF RECORD, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 9.4 Nonconforming Lots of Record, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars ($25.00) nor more than Two Thousand Dollars ($2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13th day of December, 2007.

APPROVED:

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approvel

_____
City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 9.4 Nonconforming Lots of Record, of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Section 9.4 to read as follows:

"9.4 Nonconforming Lots of Record

A. Authority to Utilize for Single-Family Residence

In any district in which single-family dwellings are a permitted use, notwithstanding the regulations imposed by any other provisions of this Section, a single-family detached dwelling that complies with the restrictions below may be erected on a nonconforming lot that is not less than 30 feet in width, consisting entirely of one tract of land of not less than 3,000 square feet, and that:

1. Has less than the prescribed minimum lot area, width, and/or depth;

2. Is shown by a recorded plat or deed to have been a lot of record owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size, depth, and width at such location would not have been prohibited by any zoning or other ordinance; and

3. Has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by the applicable zoning ordinance or other ordinances.

B. Regulations for Single-Family Use of Nonconforming Lots

A nonconforming lot authorized to be used pursuant to this Section may be used for a single-family dwelling and no other structure except for a garage or carport. Construction of such single-family dwelling shall comply with all the regulations (except lot area, width, and depth) applicable to single-family dwellings in the zoning district in which the lot in question is located, except that the following side yard requirements shall apply in place of the side yard requirements otherwise applicable:

1. The dwelling shall be placed on the lot so as to provide a yard on each side of the dwelling.

2. The sum of the widths of the two side yards on such lot shall be not less than the smaller of:

a. 25 percent of the width of the lot; or

b. The minimum total for both side yards prescribed by the bulk regulations for said zoning district; and

3. No side yard shall be less than three feet wide.

C. Regulations for Certain Nonconforming Lots Zoned Agricultural Open (A-O)

A single-family dwelling and accessory structure(s) in areas zoned Agricultural Open (A-O), may be erected or structurally altered on a nonconforming lot of record, that is not less than five thousand (5,000) square feet in area and not more than one (1) acre in area, so long as the structure or the addition to the structure complies with the setbacks established by the Single-Family Residential (R-1) zoning district.

D. Other Uses of Nonconforming Lots: Site Plan Required

In any district in which single-family dwellings are not permitted, a nonconforming lot of record which meets the requirements above may be used for any use permitted in the district in which it is located if, but only if, a site plan for such use has been approved in accordance with the provisions of Section 3.5, Site Plan Review.

E. Lots Made Nonconforming by Right-Of-Way Acquisition

Any lot made nonconforming solely by means of area dedicated, condemned, sold or otherwise conveyed for public right-of-way shall be allowed to pursue any allowed use as if such area were a part of the remaining lot, except that all applicable setbacks shall be adhered to."

MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, November 15, 2007, at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

CITY OF COLLEGE STATION
Planning & Development Services

COMMISSIONERS PRESENT: Chairman John Nichols, Harold Strong, Derek Dictson, Glenn Schroeder, Marsha Sanford and Noel Bauman

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl and Jason Schubert, Transportation Planner Ken Fogle, Graduate Civil Engineer Josh Norton, Acting City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Carrie McHugh, Staff Assistants Brittany Caldwell and Nicole Padilla

5. Public hearing, presentation, possible action, and discussion regarding an ordinance amendment to Chapter 12 of the Code of Ordinances, Unified Development Ordinance, Section 9.4 Nonconforming Lots of Record. **Case #07-500004 (LS)**

   Lance Simms, Assistant Director, presented the amendment to the Unified Development Ordinance, Section 9.4 to allow single-family dwellings and accessory structures on A-O lots to meet the R-1 (Single Family Residential) setbacks provided the lot is at least 5,000 square feet in area and no larger than one (1) acre in area.

   Commissioner Sanford motioned to approve the amendment to the Unified Development Ordinance Section 9.4. Commissioner Bauman seconded the motion, motion passed (6-0).

December 13, 2007
Regular Agenda Item 8
Super Freeport Ordinance

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance pf the City of College Station declaring certain goods-in-transit to be subject to taxation by the City of College Station and not exempt from taxation under the Super Freeport exemption contained in Texas Tax Code Section 11.253.

Recommendation(s): Staff recommends Council hold the public hearing and adopt an ordinance to opt out of this exemption.

Summary: During the 2007 legislative session the Legislature passed House Bill 621 codified as Section 11.253 of the Property Tax Code creating an exemption for certain "goods in transit." This means certain inventory temporarily held by companies in warehouses within a city while awaiting shipping to other locations within or outside of Texas will be exempt from ad valorem taxation starting in 2008.

The Super Freeport exemption can be described as a local option property tax exemption of the “opt out” variety. This means the exemption automatically applies to a city unless a city takes action to void the exemption.

The Super Freeport exemption automatically applies to a city unless the City takes two actions by December 31, 2007: (1) holds a public hearing at which members of the public are allowed to speak for or against the taxation of super Freeport goods; and (2) adopts an ordinance stating it wishes to continue taxing super Freeport goods.

If a city elects to opt-out, it can later rescind the action and extend the exemption.

This exemption works in a similar way to the Freeport exemption which exempts goods held temporarily in warehouses within a City that are shipped outside of the State of Texas. The City of College Station has had the Freeport exemption in place since 1990.

The City of Bryan has taken action to hold the public hearing and pass the ordinance to opt out of this exemption in 2008. Brazos County has also indicated they will be considering similar action. College Station ISD has also indicated they will be taking action to hold the public hearing and opt out of the exemption in 2008.

Other cities across the State are also opting out at the current time.

Adoption of the ordinance preserves the City Council's option to tax or not tax the referenced property.

Budget & Financial Summary: The impact of enacting the Super Freeport Exemption is not known at the current time. However, the Freeport exemption

resulted in exempting $15.4 million in property in 2008. This equates to approximately $68,000.

Attachments:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE AD VALOREM TAXATION OF TANGIBLE PERSONAL PROPERTY IN TRANSIT OR "SUPER FREEPORT" GOODS PURSUANT TO SECTION 11.253 OF THE TEXAS TAX CODE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Constitution and Texas Property Tax Code 11.253, local taxing units are granted the option to tax goods in transit which would otherwise be exempt pursuant to 11.253; and

WHEREAS, the City Council of the City of College Station, Texas, has held a public hearing pursuant to TEXAS CONSTITUTION ARTICLE VIII, 1-n(d) on the issue of whether goods in transit, as defined by the referenced 11.253 should be taxed or exempted; and

WHEREAS, the City Council of the City of College Station determines that it is in the public interest to provide for the ad valorem taxation of goods in transit, as defined by the referenced 11.253; now, therefore,

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

Part 1: All "goods in transit" as defined by TEXAS PROPERTY TAX CODE 11.253 shall be subject to ad valorem taxation by the City of College Station, pursuant to the City of College Station's annual ad valorem tax assessment, if not otherwise exempt or subject to abatement by law other than 11.253 and TEXAS CONSTITUTION ARTICLE VIII 1-n.

Part 2: That this ordinance shall become effective immediately after passage and approval.

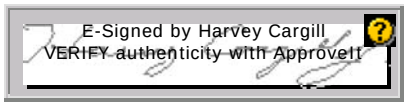
PASSED and APPROVED this _____ day of _____, 2007.

ATTEST: **APPROVED:**

_____ _____

City Secretary Mayor

APPROVED:



_____

City Attorney

December 13, 2007
Regular Agenda Item 9
William D. Fitch Parkway Widening
Phase II

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. 08-079) with Bleyl & Associates in the amount not to exceed $347,000 for engineering design services for the William D. Fitch Parkway Widening Phase II Project (ST-0520); and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

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

Summary: The William D. Fitch Pkwy Widening Phase II Project (ST-0520) will widen W.D. Fitch from Pebble Creek Pkwy to Rock Prairie Road from two lanes to four with a raised median. The project includes the design and realignment of the Rock Prairie intersection. The project will also include a bridge over Lick Creek and modifications to the existing bridge to regain compliance with current traffic standards. Bleyl & Associates have proposed an aggressive design schedule to take advantage of the driest part of the year for bridge construction.

Budget & Financial Summary: This project is funded from the 2003 Bond Authorization in the amount of $3,300,000. Funds are currently available for the professional services contract award, but additional funds will be needed for the construction of this project, which is estimated at $5,000,000. It is proposed to use some of the Rock Prairie Widening Project funds to cover a portion of the additional need since some of the cost is associated with the Rock Prairie intersection improvements estimated at $1,000,000. However, additional funds will need to be identified for the completion of the construction of this project.

Attachments:
1. Resolution
2. Project Location Map
3. Resolution Declaring Intention to Reimburse Certain Expenditures With Proceeds from Debt.

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 WILLIAM D. FITCH PARKWAY WIDENING PHASE II PROJECT (ST-0520).

WHEREAS, the City of College Station, Texas, solicited proposals for the engineering services for the William D. Fitch Parkway Widening Phase II 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 William D. Fitch Parkway Widening Phase II 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 $347,000.00 for the engineering services related to the William D. Fitch Parkway Widening Phase II Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund in the amount of $347,000.00.

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

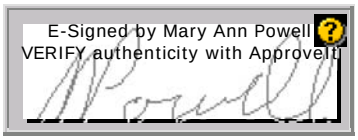
ADOPTED this 13th day of December, A.D. 2007.

ATTEST: APPROVED:

_____ _____

City Secretary MAYOR

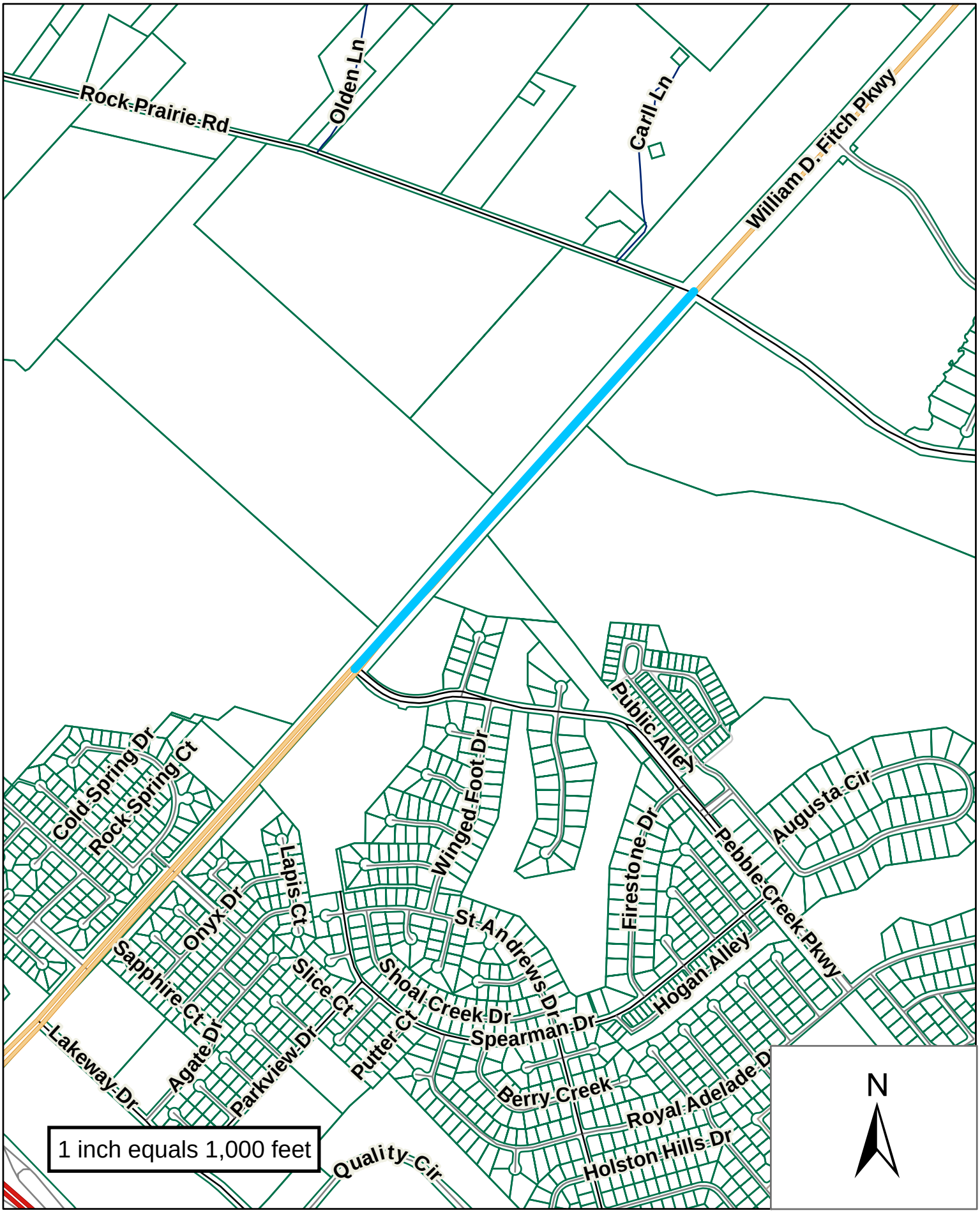
APPROVED:



_____

City Attorney

William D. Fitch Pkwy Phase II
(ST-0520)



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed $7,250,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 13th DAY OF DECEMBER, 2007.

_____
Ben White, Mayor

ATTEST:

_____
Connie Hooks, City Secretary (Seal)

APPROVED:

McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

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

William D. Fitch Parkway Widening Phase II ($5,000,000)

College Station Utility Meeting and Training Facility ($2,250,000)

December 13, 2007
Regular Agenda No. 10
Appointments to a Citizens' Capital Project Advisory Committee

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding appointments to a Citizens' Advisory Committee in preparation of a General Obligation Bond election in November of 2008.

Recommendation(s): Staff recommends that Council appoint a committee of 20 to 25 individuals to the committee from among the applications submitted.

Summary: Staff will work with Council to facilitate a process for selecting and appointing members to the advisory committee.

Budget & Financial Summary:

Attachments:
1. List of applicants has been provided to Council by the City Secretary's office.
2. Bond Election Team Report

Memorandum

MEMO TO: Glenn Brown, City Manager

FROM: Terry L. Childers, Deputy City Manager

SUBJECT: CIP FY08 Bond Election

DATE: October 17, 2007

The November 08 Bond Election Team met yesterday to develop recommendations on the Bond Election process. Our recommendations are as follows:

Community Engagement Meetings
The Bond Election Team recommends 4 meetings in various areas of the city. Meeting locations recommended are

Conference Center
Lincoln Center
Pebble Creek Elementary
College Station Junior High School.

It is recommended that the meetings be held on Wednesday - January 9, 16,23, and 30. The rationale for January meetings is two-fold: 1) the upcoming holiday season will not permit us to conduct all four meetings before the end of the year; 2) the momentum created by sequential meetings sets the tone for the balance of the process.

It is further recommended that the meetings be hosted by the Council appointed Citizens Advisory Committee (CAC) rather than staff. We believe this provides an opportunity for the CAC to hear first hand the comments and suggestions from the general public. It also will assist the staff in educating the CAC on the various projects contained in our Capital Plan.

The Community meetings will contain the following package of activities.

⇒ Videotape all meetings for rebroadcast on Channel 19
⇒ Produce a blog which provides a running summary of all comments from the meetings as well opportunity for Citizen comments and suggestions via our website
⇒ Maps and graphics displayed at each meeting for reference and informational purposes
⇒ Sign in registration to build an e mail notification database to notify participants of key events in the process

Citizen Advisory Committee

We believe the Citizen Advisory Committee will be invaluable in helping to shape the November 2008 ballot proposals. Here are our thoughts on the CAC.

⇒ The CAC should be no more than 15 people. This is an optimum size for a committee to accomplish its work in a timely fashion while permitting discussion and exchange of ideas. The CAC will be a deliberative body with citizen input accomplished through the initial community meetings and through the web blog for capital projects.

⇒ The CAC should be balanced geographically. Because the Capital program touches all areas of the city, we believe a solid distribution of citizens from across the city will be important.

⇒ Designation of a strong Chair. The success of the community meetings and CAC deliberations will be highly dependent on an experienced and strong Chair to lead the group.

⇒ Representatives from Council appointed Boards, Commissions, Committees. A critical part of creating the balance for the CAC will be to have representatives from other Boards and Committees which regularly advise us on capital projects. We suggest Parks, Planning & Zoning and Council Transportation have representatives on the CAC. We also suggest a person be appointed to represent College Station Independent School District.

⇒ We believe the Carter Creek Treatment Plant meeting room will be an excellent location to conduct CAC meetings.

Proposed Schedule

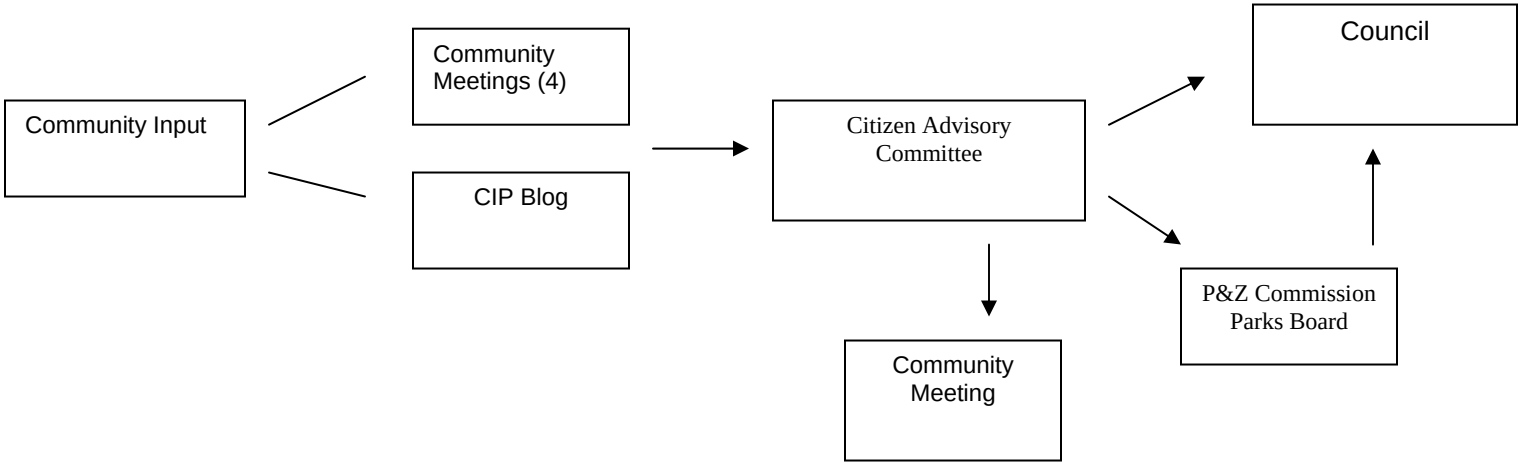
Based on our discussion with Council, here is the schedule we recommend for the November 2008 Bond Election.

- Oct 25, 2007 - report to Council
- Nov-Dec, 2007 - establish citizen committee
- Dec, 2007 - Council committee appointments
- Dec, 2007 - dry run of community meeting with staff
- Jan 9, 16, 23, 30, 2008 - community meetings
- Feb-April, 2008 - citizen committee meetings
- April-May, 2008 - public presentation of citizen committee recommendations
- May, 2008 - citizen committee work complete

- June-July, 2008 - reviews (P&Z, Council, Parks Board)
- **Aug 14, 2008 - Council adopts ballot and calls election before or by this date**

FY 08 Bond Election Team
Terry Childers, Deputy City Manager
Mark Smith, Director of Public Works
Bob Cowell, Director of Planning
Wayne Larson, Director of Public Communications
Jeff Kersten, Chief Financial Officer
Ric Ploeger, Assistant Director Parks and Recreation
Steve Beachy, Director Parks and Recreation
Hayden Migl, Assistant to City Manager

November 2008 Bond Election Process



December 13, 2007
Regular Agenda Item 11
2007 Gainsharing Distribution

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on the 2007 Gainsharing Distribution.

Recommendation(s): Staff recommends approval of the 2007 gainsharing distribution to eligible employees.

Summary: Gainsharing is a program designed to share with the employees the successes of being efficient, highly productive, innovative and creative.

Gainsharing is a component pf the City's compensation system and is a tool to encourage employees to find ways to reduce cost and generate budget savings. The savings are then shared throughout the City and with the employees. This is the eleventh year of the Gainsharing program.

The gainsharing distribution is determined by calculating the unexpended funds in the FY07 operating budgets. This total is then reduced by items called deferrals that are not true gains. Deferrals reflect funds that were not expended in FY07 due to the delay in the completion of projects to FY08. The total of the FY07 true savings is $629,545.

Approximately two thirds of the total savings remains in the fund in which the savings was realized and will be used to offset costs to the City and citizens in future years. Approximately one third or $205,711, is available for the gainsharing distribution to employees.

Budget & Financial Summary: The total amount proposed to be distributed to 707 eligible regular full-time and regular part-time employees for gainsharing is $419,697. The City cost per employee is $291. The net gainsharing amount per employee is $239 before taxes and retirement.

A budget amendment will be brought to Council in the near future to provide the budget appropriation for this expenditure.

Attachments: None.

December 13, 2007
Regular Agenda 12
Affiliate Funding Agreement With Arts Council of Brazos Valley And Budget Approval

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 Arts Council of Brazos Valley for FY08 in the amount of $200,000 for Arts Council Affiliate funding; and presentation, possible action, and discussion on approving the portion of the budget of the Arts Council of Brazos Valley funded with Hotel Tax funds.

Recommendation(s): Staff recommends approval of the funding agreement for Arts Council Affiliate funding, and approval of the portion of the Arts Council Budget funded with Hotel Tax funds.

Summary: As part of the 2007-2008 budget process the City Council approved funding for the Arts Council of Brazos Valley Affiliates from the Hotel Tax Fund in the amount of $200,000. These funds are to be used to fund Arts Council affiliates.

Included as Attachment A to the funding agreement is the list of Arts Council Affiliates to be funded by the Arts Council through this agreement totaling $180,000. The remaining $20,000 is to be allocated as follows: $11,000 for the Brazos Valley Symphony Orchestra to provide a concert as part of the 2008 Starlight Music Series, and $9,000 for grants to Affiliates to fund eligible projects throughout the fiscal year. These funds will be disbursed to the Arts Council when the City has provided written approval of the project(s), and received all necessary paperwork and information from the Arts Council.

The following are some of the key points in the funding agreement.

1. The funding agreement restricts the affiliates receiving funds through this agreement from soliciting additional funds from the City for the duration of the agreement including requests for sponsorships, events and other activities of the affiliates.
2. The affiliates are also required to provide quarterly reports including a Financial Activity Report and a Narrative Summary of Activity Report.
3. The affiliates are required to state in all published material, announcements and advertising that the activity was made possible in part through funding from the City of College Station through the Arts Council.
4. Monitoring reviews shall be conduced as deemed necessary to evaluate compliance with the provisions of this agreement.

As part of the 2007-2008 budget process the City Council approved $140,000 from the General Fund and $100,000 from the Hotel Tax fund for operations and maintenance of the Arts Council. These funding agreements were approved by Council on September 27, 2007.

State law requires that the City Council adopt the portion of the budget of any organization utilizing Hotel Tax funds that is to be funded through Hotel Tax revenue.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2007-2008 Hotel Tax Fund Budget in the amount of $200,000 for Arts Council Affiliate funding.

Attachments:
Arts Council of Brazos Valley Affiliate Funding Agreement
Arts Council of Brazos Valley Affiliate Funding Budget

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 Arts Council of Brazos Valley, 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 the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; 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 "Affiliate" shall mean the affiliates of the Arts Council of Brazos Valley, which have been identified as listed on Exhibit A.

1.2 The term "Agency" shall mean the Arts Council of Brazos Valley, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.3 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 31st, March 31st, June 30th, and September 30th, of each contract year.

1.5 The term "Event" shall include but not be limited to: any and all banquets, ceremonial dinners, fund-raising events, or other public or private event hosted by Agency.

1.6 The term "Financial Activity Report" shall mean a quarterly report which includes a summary of Agency's and Affiliate's revenues and expenditures, and a summary of Agency's and Affiliate's assets and liabilities to be submitted to the City on the form attached herein as Exhibit B or in a form agreed upon by Agency and City.

1.7 The term "Financial Records" shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.8 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.

1.9 The term "Narrative Summary of Activity Report" shall mean the quarterly summary report of the activities of Agency and Affiliate including a summary of how funds from City have been utilized to accomplish the Agency's and Affiliate's work. Such report shall be submitted on the form attached herein as Exhibit C.

1.10 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 D.

1.11 The term "Program Report" shall mean a report as required by Texas Tax Code §351.108 listing each of the Affiliate'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 E.

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

TWO HUNDRED THOUSAND DOLLARS AND NO/100 CENTS ($200,000.00), to be paid as follows:

a. ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($180,000.00) from the City's Hotel Tax Revenue fund. Payment will be made in four (4) quarterly installments.

b. ELEVEN THOUSAND AND NO/100 DOLLARS ($11,000.00) from the City's Hotel Tax Revenue fund. Payment will be made in one lump sum amount upon receipt of a written invoice from Agency at least thirty (30) days in advance of scheduled Symphony performance.

c. NINE THOUSAND AND NO/100 DOLLARS ($9,000.00) from the City's Hotel Tax Revenue fund. Payment will be made upon approval of City Manager or designee for Affiliate project.

2.2 Quarterly payments will be dependent upon the City receiving all reports required herein from the Agency and Affiliates. 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 or Affiliate deviate materially from their approved budget or if the reports required herein are not submitted in a complete and timely manner.

c. City may withhold any and all funding from Agency upon recommendation from the City Council subcommittee.

d. City may withhold allocations if City determines that Agency or Affiliate is not in compliance with required City recognition as stated in Article 3.6 of this Agreement or any other terms of this Agreement.

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 of the Affiliate funded with Hotel Tax Revenue. Agency further agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by TEXAS TAX CODE §351.101(a).

3.2 Agency shall use such Hotel Tax Revenue funds for Affiliate funding only. Agency agrees and understands that all payments under this Agreement shall be distributed to the Affiliate and is for Affiliate use only.

3.3 Agency understands and agrees to stipulate that Agency Affiliates receiving funding through the City Hotel Occupancy Tax Revenues are restricted from soliciting additional funds from the City for the duration of this agreement including requests for sponsorships, events and other activities of Affiliate.

3.4 Agency agrees and understands that ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($180,000.00) from the City's Hotel Tax Revenue fund shall be used to fund Agency Affiliate Grants as listed in Exhibit A.

3.5 Agency agrees and understands that ELEVEN THOUSAND AND NO/100 DOLLARS ($11,000.00) from the City's Hotel Tax Revenue fund shall be used by Agency to provide funding for a concert at Wolf Pen Creek Amphitheater by the Brazos Valley Symphony Orchestra as part of the 2008 Starlight Music Series at no additional cost to the City. Upon written approval and payment from City Manager or designee, Agency shall disburse funds to the Brazos Valley Symphony Orchestra for such concert.

3.6 Agency agrees and understands that NINE THOUSAND AND NO/100 DOLLARS ($9,000.00) from the City's Hotel Tax Revenue fund shall be used by Agency for grants to Affiliates to fund projects eligible to be funded by Hotel Tax revenue. Agency shall submit applications for such projects to the City in writing prior to any funds being disbursed. Such applications shall be submitted using Exhibit E and must be completed in its entirety. Upon written approval of the project, City will notify Agency and Affiliate may then proceed with the project.

3.7 Agency understands and agrees to require Affiliate to state in all published material, announcements and advertising regarding Affiliate's activities funded with Hotel Tax Revenue that the activity was made possible in part through funding from the City of College Station through the Agency. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

3.8 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for Affiliate'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 encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

3.9 Specific Restrictions on Use of Funds.

a. That portion of total administrative costs of Affiliate for which Hotel Tax Revenue may be used shall not exceed that portion of Affiliate's administrative costs actually incurred in conducting the activities specified in §3.1 - §3.6 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 or their designee 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. 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 and Affiliate shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency and Affiliate. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Affiliate Records. Agency agrees and understands that it shall have a written contract with its Affiliate which clearly explains the reports required to be submitted to the City by its Affiliate. Such Affiliate contract shall also state the limits on use of the Hotel Tax Revenue and other legal requirements pursuant to Texas Tax Code Chapter 351.

4.5 Agency and Affiliate 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 and Affiliate's files shall continue during this 5 year period and for as long as the records are retained by Agency and Affiliate.

4.6 Upon written request of the City Council, City Manager, or their designee; Agency or Affiliate shall make such financial records available for inspection and review by the party making the request. Agency and Affiliate understand and accept 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.

4.7 Program Report. Agency understands that such report shall be completed in its entirety by the Affiliate and the original report of Affiliate shall be submitted to the City prior to any funds being disbursed.

4.8 Quarterly Reports.

a. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

1. Financial Activity Report.

2. Narrative Summary of Activity Report.

3. Performance Measure Report.

b. Affiliate shall submit the following to the Agency on a quarterly basis as provided in this Agreement:

1. Financial Activity Report

2. Narrative Summary of Activity Report.

c. Agency shall submit Affiliate's original reports to the City.

4.9 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.

4.10 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.)

4.11 Affiliate's Financial Activity Report and Narrative Summary of Activity Report shall be submitted to the Agency within twenty (20) days of the end of each Contract Quarter (no later than January 20th, April 20th, July 20th, and October 20th of each contract year.)

4.12 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.

4.13 If requested, Agency and/or Affiliate shall make an annual report and presentation to the City Council.

4.14 The City shall conduct a monitoring review of the Agency and Affiliate as deemed necessary by the City to evaluate Agency's and Affiliate'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 three appointees 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. Agendas shall be made available to the public 72 hours prior to the meeting at a location accessible to the public including but not limited to the website of Agency.

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 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 through 3.6 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 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 §3.6 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.

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
INSURANCE

8.1 Agency shall be covered by insurance as listed in Exhibit F - Insurance Coverage and Limit Requirements.

8.2 City must be named as an additional insured on all policies (except Worker's Compensation) and Certificates of Insurance shall be attached herein as Exhibit G.

ARTICLE IX
GENERAL PROVISIONS

9.1 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 to §3.6 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

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

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

9.10 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.

9.11 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.

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

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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: Arts Council of Brazos Valley
2275 Dartmouth Street
College Station, Texas 77840

Executed this the ____ day of _____, 2007.

ARTS COUNCIL OF BRAZOS VALLEY

By: _____

Printed Name: PADRAIC FISHER

Title: Executive Director

Date: Nov 14 - 2007

CITY OF COLLEGE STATION

By: _____

Mayor

ATTEST: _____

City Secretary

APPROVED:

_____ City Manager

_____ Date

Angela M Deluca City Attorney

_____ Date

_____ Chief Financial Officer

_____ Date

Contract No. 08-004

O:\AFY 2008\Outside Agency Funding\FY08 Contracts\FY08 ACBV\FY08 ACBV Affiliate Contract\FY08 Arts Council Affiliate Funding Agreement-revised.doc

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 14th day of November, 2007, by Padric Fisher in his/her capacity as Exec. Director of the Arts Council of Brazos Valley.

Cynthia Sciulli
Notary Public in and for
the State of Texas

CYNTHIA SCIULLI
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-15-2009

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. 08-004

O:\AFY 2008\Outside Agency Funding\FY08 Contracts\FY08 ACBV\FY08 ACBV Affiliate Contract\FY08 Arts Council Affiliate Funding Agreement-revised.doc

Exhibit A
Arts Council of Brazos Valley FY08 Affiliate Funding

Armstrong / Bergeron Dance Company	$2,000
Brazos Valley Art League	$2,000
Brazos Valley AGO	$1,500
Brazos Valley Chorale	$8,700
Brazos Valley Museum of Natural History	$15,400
Brazos Valley Symphony Society	$26,000
Brazos Valley TROUPE	$22,000
Brazos Valley WorldFest	$1,600
Brenham Childrens' Chorus	$3,500
Downtown Bryan Economic Development Association First Fridays/ Art Walk	$5,900
Friends of Chamber Music	$5,300
KAMU-FM	$25,000
KEOS-FM	$7,800
Navasota Theater Alliance	$3,600
StageCenter	$16,000
The Theatre Company of Bryan / College Station	$26,100
University Summer Performance Series - TAMU	$4,600
VIZ-LAB TAMU	$3,000
TOTAL	**$180,000**

Exhibit B

Statements of Financial Position

Outside Agency:_____
STATEMENTS OF FINANCIAL POSITION
2008 Period _____

ASSETS	2008 Current Period Hotel Tax		2008 Current Period Non-Hotel Tax		2008 Year to Date Hotel Tax		2008 Year to Date 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							
TOTAL ASSETS							
LIABILITIES							
Accounts payable							
Compensation							
Refundable advances							
Long-term debt							
TOTAL LIABILITIES							
NET ASSETS							
Unrestricted							
Temporarily restricted							
Permanently restricted							
TOTAL NET ASSETS							
TOTAL LIABILITIES AND NET ASSETS							

Exhibit B

Statement of Financial Activities - Hotel Tax

Outside Agency:_____
STATEMENT OF ACTIVITIES
2008 Period:_____

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES, GAINS, AND OTHER SUPPORT				
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—United Way Services	—	—	—	—
Restrictions satisfied by charitable lead trust receipts	—	—	—	—
Restrictions satisfied by payments	—	—	—	—
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	—	—	—	—
EXPENSES				
Program services				
	—	—	—	—
	—	—	—	—
Supporting services				
Management and general	—	—	—	—
Fund-raising	—	—	—	—
TOTAL EXPENSES	—	—	—	—
CHANGE IN NET ASSETS	—	—	—	—
NET ASSETS AT BEGINNING OF YEAR	—	—	—	—
NET ASSETS AT END OF YEAR	—	—	—	—

Exhibit C
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.

CULTURAL ARTS
ARTS COUNCIL OF BRAZOS VALLEY

Description & Budget Explanation:
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.

	FY 07 Actual	FY 08 Approved	FY 08 1st 3 months
College Station Budget Summary	$200,000	$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 1st 3 months
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 1st 3 months
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

CULTURAL ARTS
ARTS COUNCIL OF BRAZOS VALLEY

Description & Budget Explanation:
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.

	FY 06 Actual	FY 08 Approved	FY 08 1st 6 months
College Station Budget Summary	$200,000	$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 1st 6 months
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 1st 6 months
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

CULTURAL ARTS
ARTS COUNCIL OF BRAZOS VALLEY

Description & Budget Explanation:
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.

	FY 06 Actual	FY 08 Approved	FY 08 1st 9 months
College Station Budget Summary	$340,000	$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 1st 9 months
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 1st 9 months
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

CULTURAL ARTS
ARTS COUNCIL OF BRAZOS VALLEY

Description & Budget Explanation:
The Arts Council of Brazos Valley conducts a continuing program of development, introduction presentation, encouragement, and promotion of the arts in College Station by increasing the availability, performance, execution and exhibition of all major art forms.

	FY 06 Actual	FY 08 Approved	FY 08 Actual
College Station Budget Summary	$340,000	$200,000	

Program Name: Annual Grant, Mini Grant and Scholarship Programs

Service Level: To provide funding for arts related activities or non-profit organizations and individuals.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 Actual
Effectiveness			
- No. of organizations completing Grant evaluations.			
- No. of people served by Arts Council of Brazos Valley.			
- Increase in the number of scholarship requests.			
- Percent increase in funding.			
- Increase in C. Monroe scholarship.			
- College Fine Arts scholarships.			
Efficiency			
- Percent of requests funded by Annual Grant Program.			
- Amount of funds provided by Mini Grant Program.			
- Percent of requests funded by College Fine Arts Scholarship.			
Output			
- No. of Carolyn Munroe Scholarships.			
- No. of College Fine Arts scholarships.			
- No. of organizations receiving Annual Grants.			
- Amount in Annual Grants.			
- No. of Mini Grants approved.			

Program Name: Programs (Texas Gallery and Art classes)

Service Level: To provide educational, entertainment and exhibition programs and services in the visual and performing arts to the community.

Performance Measures:	FY 07 Actual	FY 08 Approved	FY 08 Actual
Effectiveness			
- Annual percentage increase in values			
- No. of areas of service, procedures and quality rated HIGH.			
Efficiency			
- Avg. sales per artist			
- No. of visitors per day.			
Output			
- No. of Gallery visitors.			
- Amount in Texas Gallery sales.			

Exhibit E
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 E
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.			

EXHIBIT F
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Items required are indicated with an "X"

[X] **Commercial General Liability, (a.k.a.) Public Liability**

Coverage limit should be **$2 million** aggregate with **$1 million** per occurrence.
This coverage should provide liability coverage for the following:
Fire Damage Liability, **$100,000 minimum**
Medical Expense, **$5,000 minimum**
Personal & Advertising Injury
Products & Completed Operations with Separate Aggregate
Contractual Liability
Host Liquor Liability
Explosion, Collapse, Underground

[X] **Business Auto Liability**

Coverage limit **$1 million combined single limit**
This coverage should provide liability for the following:

Any Auto
All Owned Autos
Scheduled Autos
Hired Autos
Non Owned Autos, (includes rented & leased vehicles)

[X] **Workers Compensation**

Coverage Limit **Texas Statutory**

[X] **Employers Liability**

Coverage Limit **$1,000,000/ $1,000,000/ $1,000,000**
This coverage should provide liability for the following:

E.L. Each Accident	**$1,000,000**
E.L. Disease- Each Employee	**$1,000,000**
E.L. Disease- Policy Limit	**$1,000,000**

[ ] **Professional Liability**

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

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

EXHIBIT F
CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

Must have an ***Extended Reporting Period Endorsement****

☐ **Pollution Liability**

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

☐ **Umbrella / Excess Liability**

Coverage Limit **minimum** should be equal to or Greater than **$5million** per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.
(***Coverage Limit Requirement as Determined by the City's Risk Manager***

☐ **Builders' Risk**

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

☐ **Performance Bonds & Payment Bonds**

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

☐ **Commercial Crime/Fidelity Bond**

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

☐ **Liquor Legal Liability** (if alcohol is sold on premise)

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

☐ **Tenant's Contents and Betterments**

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

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

☐ **Leasehold Interest Insurance**

Required when renting or leasing City of College Station buildings or offices.
(***Coverage Limit Requirement as Determined by the City's Risk Manager***)

Exhibit G

Certificates of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2007

PRODUCER (979)764-8444 FAX: (979)694-7603
Dexter & Company of Central Texas, Inc.
1509 Emerald Parkway
Suite 103
College Station TX 77845

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

INSURED
ARTS COUNCIL OF THE BRAZOS VALLEY
2275 DARTMOUTH

COLLEGE TX 77840

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Company	19356
INSURER B: Zurich Ins.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PPS042507971	9/1/2007	9/1/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PPS042507971	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC002522490	9/1/2007	9/1/2008	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A		OTHER Property Special Peril Replacement Cost	PPS042507971	9/1/2007	9/1/2008	Building Personal Property	$ 1,127.000 $ 10,700

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

CERTIFICATE HOLDER

(979)680-1072
City of College Station
Susan Manna
1101 Texas Avenue
College Station, TX 77868

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James Davis/JMD

© ACORD CORPORATION 1988

Arts Council of Brazos Valley
FY08 Affiliate Funding Budget

Affiliate Funding	
Armstrong / Bergeron Dance Company	$2,000
Brazos Valley Art League	$2,000
Brazos Valley AGO	$1,500
Brazos Valley Chorale	$8,700
Brazos Valley Museum of Natural History	$15,400
Brazos Valley Symphony Society	$26,000
Brazos Valley TROUPE	$22,000
Brazos Valley WorldFest	$1,600
Brenham Childrens' Chorus	$3,500
Downtown Bryan Economic Development Association First Fridays/ Art Walk	$5,900
Friends of Chamber Music	$5,300
KAMU-FM	$25,000
KEOS-FM	$7,800
Navasota Theater Alliance	$3,600
StageCenter	$16,000
The Theatre Company of Bryan / College Station	$26,100
University Summer Performance Series - TAMU	$4,600
VIZ-LAB TAMU	$3,000
Subtotal	**$180,000**
Brazos Valley Symphony Funding	**$11,000**
Affiliate Grants	**$9,000**
TOTAL	**$200,000**

Arts Council of Brazos Valley
FY08 Affiliate Funding Budget

Affiliate Funding	
Armstrong / Bergeron Dance Company	$2,000
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KEOS-FM	$7,800
Navasota Theater Alliance	$3,600
StageCenter	$16,000
The Theatre Company of Bryan / College Station	$26,100
University Summer Performance Series - TAMU	$4,600
VIZ-LAB TAMU	$3,000
Subtotal	**$180,000**
Brazos Valley Symphony Funding	**$11,000**
Affiliate Grants	**$9,000**
TOTAL	**$200,000**

December 13, 2007
Regular Agenda Item 13
Appointments to College Station TIRZ #16 Board of Directors

To: Glenn Brown, City Manager

From: Terry Childers, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding appointments to the College Station Tax Increment Reinvestment Zone #16 Board of Directors and designating a chairperson.

Recommendation(s): N/A

Summary: The bylaws of the College Station TIRZ #16 Board of Directors state that the City Council shall appoint representatives to serve two-year staggered terms. The (3) three positions scheduled for appointment held initial one year terms. The Board of Directors has only met once prior to this week. Current members Mr. Steven Syptak, Mr. Glenn Thomas and Mr. Dale O'Reilly have each been contacted and wish to be reappointed to the Board.

The Bylaws also state the City Council shall designate one (1) member to serve as Chairman of the Board of Directors for the year ending December 31, 2007, and each year thereafter. Mr. Syptak currently serves as Chair of the TIRZ #16 Board of Directors and has stated he is willing to continue serving in this capacity.

Budget & Financial Summary: No direct impact on the City, however, the Board does make recommendations to the City Council concerning the administration of the Zone. The Board shall prepare and cause to be prepared and adopt a Project Plan based upon the preliminary Financing and Project Plans for the Zone and must submit such plans to the City Council for its approval.

Attachments:

1. TIRZ #16 Board of Directors Terms
2. Bylaws of College Station TIRZ #16 Board of Directors

Tax Increment Reinvestment Zone #16
Board of Directors Terms

One Year Terms
Stephen Syptak, Chair
Glenn Thomas
Dale O'Reilly, Vice Chair

Two Year Terms
David Scarmardo
Anne Jackson
Thomas Kirkland, Secretary
Mary J. Hurley
Commissioner Kenny Mallard
Clay Riebe

BYLAWS

OF

COLLEGE STATION TAX INCREMENT REINVESTMENT ZONE #16
BOARD OF DIRECTORS

SECTION I
PURPOSES

1.01 Powers and Purposes

In order to implement the purposes for which Reinvestment Zone No. 16, City of College Station, Texas (the "Zone") was formed as set forth in Ordinance #2907 creating the Zone, the City of College Station, Texas (the "City") delegates to the Board of Directors all powers necessary to prepare and implement a Project Plan, subject to approval by the City Council, including the power to direct the staff and employ consultants to assist in the preparation of the Project Plan and in the issuance of certificate of obligations.

The Board is specifically governed by the TAX INCREMENT FINANCING ACT, SECTION 311.001 ET. SEQ., TEXAS TAX CODE (VERNON 2002), as amended (hereinafter referred to as the "Act" or "Tax Increment Financing Act"). The purpose of the Board of Directors is to make recommendations to the City Council concerning the administration of the Zone. The Board shall prepare and cause to be prepared and adopt a Project Plan based upon the preliminary Financing and Project Plans for the Zone and must submit such plans to the City Council for its approval.

SECTION II
BOARD OF DIRECTORS

2.01 Board of Directors

The business and affairs of the Board shall be exercised by or under the authority of the Board of Directors (the "Board"), appointed by the governing body of the City of College Station, designee by the member of the State Senate, designee by the member of the House of Representatives, representative of the County, and subject to applicable limitations imposed by the TAX INCREMENT FINANCING ACT, or these Bylaws. The Board may, by resolution, or otherwise, give general or limited or special power and authority to the officers of the Board and the Chief Executive Officer to transact the general business or any special business of the Board, and may give powers-of-attorney to agents of the Board to transact any special business requiring such authorization.

The Board shall plan and direct its work through the Chief Executive Officer of the City of College Station, who will be charged with the responsibility of carrying out the Board's program as adopted and planned by the Board and the College Station City Council.

2.02 Number, Qualifications, and Tenure

In accordance with Section 311.0091(c) of the Tax Increment Financing Act, the Board of Directors for the Zone shall consist of nine (9) member directors. The City Council of the City of College Station shall appoint six (6) members who shall meet the eligibility requirements as set forth in the Act to serve on the Board of Directors. The Brazos County Commissioners Court shall appoint one (1) member who shall meet the eligibility requirements as set forth in the Act to serve as a member of the Board of Directors. The member of the State Senate in whose district the zone is located or his designee is also a member of the board. The member of the state House of Representatives in whose district the zone is located or his designee is also a member of the Board. The Brazos County Commissioners Court member, the member of the State Senate or his designee, the member of the state House of Representatives or his designee and three (3) members appointed by the City of College Station, shall serve an initial two (2) year term while the other three members (3) appointed by the City of College Station shall serve initial one (1) year terms. All subsequent appointments will be made for two (2) year staggered terms or until a successor director may be appointed thereafter. The City Council shall designate one (1) member to serve as Chairman of the Board of Directors for the year ending December 31, 2007, and each year thereafter.

The six (6) Directors appointed by City Council shall be removable at any time by the City Council by vote of five (5) Council members for cause or at-will.

2.03 General Duties of the Board

The Board is hereby required to perform the following duties:

- The Board of Directors is to make recommendations to the City Council concerning the administration of the Zone.
- The Board shall prepare and cause to be prepared and adopt a Finance and Project Plan based upon the preliminary Financing and Project Plans for the Zone and must submit such plans to the City Council for final approval. Subject to the restrictions imposed by law, the ordinance creating the Zone, and these by-laws the Board shall make recommendations to the City Council on the management of the property in and the affairs of the Zone. The City Council shall make all final decisions regarding management and control of the property and affairs of the Zone.
- The Board, on behalf of the City, on or before April 1 of each year, must deliver a report to the State Comptroller's Office, and any other State office as required by Section 311.019 of the Act.
- Make recommendations, subject to Section 311.010, to City Council regarding agreements that City Council should enter into that are necessary or convenient to implement the project plan and the reinvestment zone financing plan.
- The Board may recommend the imposition of certain zoning restrictions over territory within the Zone to the City Council in accordance with SECTION 311.010(C) of the Act.
- The Board must ensure that bonds have been issued for the Zone, that the City has acquired property in the Zone pursuant to the Project Plan, and/or that construction of

improvements has begun in the Zone within the first three (3) years of the Zone's existence.

- The Board must implement a plan to enhance the participation of "Historically Underutilized Businesses (HUB)" in the Zone procurement process, as provided under SECTION 311.0101 of the Act.
- The Board must submit, on behalf of the City, the annual report required by Section 311.016 of the Act to the chief executive officer of each taxing unit that levies taxes on property within the zone within 90 days of the end of the city's fiscal year in accordance with the Act. Copies of the report shall be sent to the state offices as specified in Section 311.016.
- The Board must submit, on behalf of the City, all other reports required by the Act including any additional information required to be submitted to the State Comptroller's Office.
- The Board shall review the Finance and Project Plans once each year to ensure that said plans are up-to-date with the current economic climate and development within the Zone.
- The Board of Directors shall provide an annual report to the City Council of the City of College Station.

2.04 Implied Duties

Subject to the limitations contained here, the Board of Directors is authorized to do that which the Board deems desirable to accomplish any of the authorized purposes or duties set out or alluded to in Section 2.03 of these Bylaws and in accordance with State law.

2.05 Resignation

Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Council. The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

2.06 Vacancies

Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the City Council, Brazos County Commissioner's Court, State Senator or House Representative as applicable and such appointee shall hold office until the expiration of the term of the retiring member.

2.07 Meetings

The Board shall meet at least one (1) time per year at a place and time to be determined by the Chairman. At the request of three (3) members of the Board of Directors, the Chairman or Chief Executive Officer, the Chairman shall cause a special meeting to be called or an item to be placed on the agenda. The Chairman of the Board shall set regular meeting dates and times at the beginning of his/her term. All meetings shall be conducted and notice shall be given to the public

in accordance with THE TEXAS OPEN MEETINGS ACT (TEXAS GOVERNMENT CODE CHAPTER 552). The Board of Directors shall hold an annual meeting.-

2.08 Attendance

Regular attendance of the Board meetings is required of all Members. Board members' attendance shall be subject to the Attendance Policy for Boards and Commissions as adopted by the College Station City Council.

2.09 Quorum

For the purpose of convening a meeting, a simple majority of the Directors then serving on the Board shall constitute a quorum. For purposes of transacting the business of the Board at any meeting, a simple majority of the Directors shall constitute a quorum. If there is an insufficient number of Directors present to convene the meeting, the presiding officer shall adjourn the meeting.

2.10 Compensation

The duly appointed members of the Board shall serve without compensation, but shall be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law.

2.11 Voting: Action of the Board of Directors

Directors must be present in order to vote at any meeting. Unless otherwise provided in these Bylaws or as required by law, the act of a simple majority of the Directors present at any meeting for which a quorum is present shall be the act of the Board of Directors. In the event that a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Director shall bring the same to the attention of the Board and shall abstain from the vote, unless the Board determines that no conflict of interest exists. Any Director may bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other Director, in which case the Board shall determine whether a true conflict of interest exists before any vote shall be taken regarding that particular matter. The Director as to whom a question of a conflict of interest has been raised shall refrain from voting without regard to the determination as to whether a true conflict exists.

2.12 Board's Relationship with Council

In accordance with State law, the City Council shall require that the Board be responsible to it for the proper discharge of its duties assigned in this Article. All policies for program administration shall not become effective unless approved by the City Council, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations of the duties herein imposed by applicable laws, these Bylaws, and fiduciary responsibilities.

2.13 Board's Relationship With Administrative Departments of the City

Any request for services made to the administrative departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he finds such requested services are available within the administrative departments of the City. Any requests for legal assistance shall be made by the Board or its designee to the City Attorney. The City Attorney may provide such assistance when such services are available.

SECTION III
OFFICERS

3.01 Officers of the Board

The elected officers of the Board shall be a Vice-Chairman and Secretary. The Board may resolve to elect one or more Assistant Secretaries as it may consider desirable. Such officers shall have the authority and perform the duties of the office as the Board may from time to time prescribe or as the Secretary may from time to time delegate to his or her Assistant. Any two (2) or more offices may be held by the same person, except the office of Chairman.

3.02 Selection of Officers

The City Council shall designate one (1) member to serve as Chairman of the Board for the year ending December 31, 2007, and each year thereafter. The Chairman's term shall always be for a period of one year beginning January 1 of each year; provided, however, he will continue to serve until the appointment by City Council of his successor.

The Vice-Chairman and Secretary shall be elected by the members of the Board and shall hold office for a period of one (1) year; provided, however, that they shall continue to serve until the election of their successors. Any officer of the Board may be re-elected for one additional term so long as he is a member of the Board of Directors. Initial elections of officers shall be held within 30 days of the adoption of these Bylaws. Thereafter, elections shall be held at the annual meeting of the Board.

3.03 Vacancies

Vacancies of elected officers which occur by reason of death, resignation, disqualification, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of that office, in the same manner as other officers are elected to the Board. Such vacancy shall be filled for such unexpired term.

3.04 Chairman

The Chairman shall be the presiding officer of the Board and, subject to the approval of the City Council, he shall be in general charge of the properties and affairs of the Zone. The Chairman is charged with the following authority:

1. Shall preside over all meetings of the Board.
2. Shall have the right to vote on all matters coming before the Board.
3. Shall have the authority, upon notice to the members of the Board, to call a special meeting of the Board when in his judgment such meeting is required.
4. Shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.
5. Shall have the authority to appoint ad hoc committees which may address issues of a temporary nature of concern or which have a temporary affect on the business of the Board.
6. Shall see that all orders and resolutions of the Board are carried into effect.

In addition to the above mentioned duties, the Chairman shall sign with the Secretary of the Board any resolution, report or other instrument which the Board of Directors has approved, unless the execution of said document has been expressly delegated to some other officer or agent of the Board by appropriate Board resolution, by a specific provision of these Bylaws, or by statute. In general, the Chairman shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board of Directors.

3.05 Vice-Chairman

In the absence of the Chairman, or in the event of his or her inability to act, the Vice Chairman shall perform the duties of the Chairman. When so acting, the Vice-Chairman shall have all power of and be subject to all the same restrictions as upon the Chairman. The Vice Chairman shall also perform other duties as from time to time may be assigned to him or her by the Chairman.

3.06 Secretary

The Secretary shall keep, or cause to be kept, a record of the minutes of all meetings of the Board and of any committees of the Board. The Secretary shall also file a copy of said Minutes with the City Secretary and the same to be given, in accordance with the provision of these Bylaws, or as required by the TEXAS OPEN MEETINGS ACT or other applicable law. The Secretary shall be custodian of all books, records, documents, and instruments, and shall keep a register of the mailing address and street address, if different, of each Director. The Secretary shall be responsible for maintaining a record of attendance.

3.07 Chief Executive Officer

The City Manager or his designee shall be the Chief Executive Officer (CEO). The Chief Executive Officer (CEO) of the Board shall oversee all administrative functions of the Board. The CEO shall develop policies and procedures for the Board, if applicable, and such policies and procedures shall be finally approved/disapproved by the Board and City Council. The CEO does not have voting power. The CEO is authorized to sign and file annual reports to the Attorney-General's office, the State Comptroller's Office, other state offices, and the taxing entities

SECTION IV
COMMITTEES

4.01 Qualifications for Committee Membership

Members of committees shall be appointed by the Chairman, and approved by the Board. Committee members need not be members of the Board unless required by these Bylaws or Board resolution.

4.02 Standing Committees

The Chairman shall have authority to appoint standing committees or special committees of the Board as necessary or appropriate to assist the Board of Directors. The Chairman shall designate, subject to Board approval, the members of the respective committees. No such committee shall have independent authority to act for or in the stead of the Board of Directors.

The designation and appointment of any such committee shall not operate to relieve the Board of Directors, or any individual member, of any responsibility imposed on it or on him/her by law.

4.03 Term of Office of Committee Members

Each member of a committee shall continue as such until the next annual appointment of the Board of Directors and until his or her successor on the committee is appointed, unless the Committee shall be sooner terminated or unless such member has ceased to serve on the Board of Directors, or unless such member be removed from such committee.

Any committee member may be removed from committee membership by the Chairman, with Board approval, whenever in their judgment the best interests of the Board would be served by such removal.

4.04 Vacancies on Committees

Vacancies in the membership of any committee may be filled in the same manner as provided with regard to the original appointments to that committee.

4.05 Ex-Officio Members

The City Manager or his designee and the Mayor or his designee may attend all meetings of the Board of Directors or Committees including executive, or public. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring that information about the meetings are accurately communicated to the City Council and to satisfy the City Council obligation to control the powers of the Board.

SECTION V
FINANCIAL ADMINISTRATION

The City shall provide financial planning and reporting services for the Board.

5.01 Fiscal Year

The fiscal year of the Board shall begin on October 1 and end on September 30 of the following year.

5.02 Resolutions, other Instruments, and Reports

As provided in Article III above, the Chairman and Secretary shall execute any resolution, report or other instrument which the Board of Directors has approved and authorized to be executed, provided, however, that the Board may by appropriate resolution, authorize any other officer or officers or any other agent or agents, including the CEO, to enter into contracts or execute and deliver any instrument in the name and on behalf of the Board. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power-of-attorney to carry out some action on behalf of the Board, provided, however that no such power-of-attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done. Provided however, no contract shall become effective unless approved by the City Council.

The CEO is authorized to sign and file annual reports to the Attorney-General's office, the State Comptroller's Office, other state offices, and the taxing entities.

SECTION VI
BOOKS AND RECORDS

6.01 Books and Records

The Board shall keep correct and complete books and records of all actions of the Board, including books and records of account and the minutes of meetings of the Board of Directors and of any committee having any authority of the Board and to the City Council. All books and records of the Board may be inspected by Directors of the Board or his/her agent or attorney at any reasonable time; and any information which may be designated as public information by law shall be open to public inspection at any reasonable time. The Texas Open Records Act and Open Meetings Act shall apply to disclosure of public information. Books and records shall include:

(a) A copy of the bylaws and any amended versions or amendments to the bylaws
(b) Minutes of the proceedings of the Board
(c) A list of names and addresses of the directors and officers of the Board
(d) All rulings, resolutions, letters and other documents
(e) Annual reports to the State Comptroller's office, Attorney General's office, and taxing entities

SECTION VII
7.01 Authorization

The Board shall carry out its duties subject to these Bylaws, and such resolutions as the Board may from time to time authorize.

SECTION VIII
PARLIAMENTARY AUTHORITY

8.01 Amendments to Bylaws

These Bylaws may be amended by majority vote of the Board of Directors provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the bylaws specifying in such application the amendment or amendments proposed to be made. If the Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made, and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the bylaws.

The bylaws may also be amended at any time by the Council at its sole discretion by adopting an amendment to the bylaws by resolution of the Council and delivering the bylaws, as amended to the Secretary of the Board of Directors.

Such amendments shall be in accord with the requirements hereinabove, and public notice shall be given regarding such action given according to the requirements of the Texas Open Meetings Act.

SECTION IX
DISSOLUTION

9.01 Dissolution

This Board shall be dissolved upon the termination of the Reinvestment Zone under Section 311.017 of the Act.

SECTION X
MISCELLANEOUS

10.01 Effective Date

These by-laws shall become effective only upon the occurrence of the following events: (1) the approval of these by-laws by the City Council, and (2) the adoption of these bylaws by the Board of Directors.

10.02 Interpretation of Bylaws

These bylaws and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth therein. If any word, phrase, clause, sentence, paragraph, section, or other part of these bylaws, or the application thereof to any person or circumstance shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these bylaws and the application of such word, phrase, clause, sentence, paragraph, section, or other part of these bylaws to any other person or circumstance shall not be affected hereby.

SECTION XI

IN WITNESS WHEREOF, the parties have executed these Bylaws in the year and on the date indicated below.

TAX INCREMENT REINVESTMENT ZONE
#16, BOARD OF DIRECTORS
1101 Texas Avenue
College Station, Texas 77842

_____
Stephen Syptak, Chairman

Date: _____

ATTEST:

_____
Secretary

CITY OF COLLEGE STATION, TX
1101 Texas Avenue
College Station, Texas 77842
(972) 764-3510

_____
RON SILVIA, Mayor

Date:_____

ATTEST:

_____
CONNIE HOOKS, City Secretary

APPROVED:

_____
City Attorney

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the _____ day of _____, 2006, by _____, Chairman of the Board of Directors of Tax Increment Reinvestment Zone #16, City of College Station.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____, 2006, by Ron Silvia, Mayor, of the City of College Station, Texas, a municipal corporation, on behalf of said municipality.

_____
Notary Public in and for the State of Texas

December 13, 2007
Regular Agenda Item 14
Appointment to Brazos County Appraisal District

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding the City's appointment to the Brazos County Appraisal District.

Recommendation(s): N/A

Summary: The City Manager's office received a letter from Daniel T. Singletary, Interim Chief Appraiser, on September 21, 2007 notifying the City that as of December 31, 2007, the terms of the board of directors of the appraisal district will expire.

College Station is currently represented on the Board by Virginia Kettler. Board members' terms expire every two years on December 31. Mrs. Kettler has served in this position for the last six years and has notified the City she is not seeking reappointment.

Staff received direction from Council to solicit applications for this position at its November 5 Council workshop meeting. The City received six applications prior to the deadline and each is attached with a list of all the applicants.

The BCAD is requesting the City provide the name of the City's appointment for the 2008-2009 term as soon as possible.

Budget & Financial Summary: No direct impact on the City, however, budget oversight is an important activity of the board members.

Attachments:

1. Current List of Applicants
2. Letter from the Brazos County Appraisal District
3. Appraisal District Director's Responsibilities and Eligibility Requirements

CURRENT LIST OF APPLICANTS FOR BRAZOS COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

1) Mr. Charles A. (Chuck) Ellison
2) Mr. Gary Halter
3) Mr. David R. Hart
4) Mr. George Jessup
5) Mr. Ronald Kaiser
6) Mr. Thomas Mather

CITY OF COLLEGE STATION

2007 Application for City Boards/Commissions/ Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Charles A. ("Chuck Ellison")

Personal Information	*Occupational Information*
Home Address 2902 Camille Dr., C.S. Tx	
Telephone: 693·6343	Business Owner? (Yes) No
Fax: NA	Business Name: The Ellison Firm
College Station Resident for 20+ years	Occupation: Attorney
(Must be a resident of the City to serve)	*(If retired, please indicate former occupation)*
Subdivision Southwood Forest	Fax: 693·8819
Voter Registration # 78287	Education *(optional)* Law Degree

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.)* ***CHOOSE NO MORE THAN 3***

Standing Committees

- [1] Brazos County Appraisal Dist.
- [ ] Cemetery Committee
- [ ] Construction Board of Adjustments & Appeals
- [ ] Northgate TIF Board
- [ ] Design Review Board
- [ ] Joint Relief Funding Review
- [ ] Historic Preservation Committee
- [3] Convention & Visitors Bureau
- [ ] Arts Council of the Brazos Valley
- [ ] Library Committee
- [ ] Outside Agency Funding Review
- [ ] Parks and Recreation Board
- [ ] Planning and Zoning Commission
- [2] Research Valley Partnership.
- [ ] Wolf Pen Creek TIF Board
- [ ] Zoning Board of Adjustments
- [ ] Comprehensive Plan Advisory

Parks Board Committees

- [ ] Conference Center Advisory Committee
- [ ] Lincoln Center Advisory Committee
- [ ] Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here: NONE

Please list any experience or interests that qualifies you to serve in the positions indicated:
I have practiced real estate and business law in Brazos county for more than 24 years. I understand the need for qualified and interested volunteers to make the City a better place.

Signature of Applicant [signature] Date 11·13·07

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.

NOV 16 2007

CITY OF COLLEGE STATION

2008 Application for City Boards/Commissions/ Committees

PLEASE TYPE OR PRINT CLEARLY

NAME Gary Walter

Personal Information ***Occupational Information***

Home Address 1204 Ashburn
Telephone: 696-5512
Fax:
College Station Resident for 39 years
(Must be a resident of the City to serve)
Subdivision College Hills Woodlands
Voter Registration #

Business Owner? Yes No
Business Name:
Occupation: College Professor
(If retired, please indicate former occupation)
Fax:
Education *(optional)* PhD

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.)* ***CHOOSE NO MORE THAN 3***

Standing Committees

- [x] Brazos County Appraisal District.
- [ ] Cemetery Committee
- [ ] Construction Board of Adjustments & Appeals
- [ ] Northgate TIF Board
- [ ] Design Review Board
- [ ] Joint Relief Funding Review
- [ ] Historic Preservation Committee
- [ ] Convention & Visitors Bureau
- [ ] Arts Council of the Brazos Valley
- [ ] Outside Agency Funding Review
- [ ] Parks and Recreation Board
- [ ] Planning and Zoning Commission
- [ ] Research Valley Partnership
- [ ] Wolf Pen Creek TIF Board
- [ ] Zoning Board of Adjustments
- [ ] Comprehensive Plan Advisory
- [ ] Research Valley Innovation Center Advisory Council
- [ ] Library Board

Parks Board Committees

- [ ] Conference Center Advisory Committee
- [ ] Lincoln Center Advisory Committee
- [ ] Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

Please list any experience or interests that qualifies you to serve in the positions indicated:
College Station City Council 1975-80 Mayor 1980-86 Historic preservation Committee Parks Board

Signature of Applicant Date

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842 or fax to 979-764-6377.

CITY OF COLLEGE STATION

2007 Application for City Boards/Commissions/ Committees

NOV 30 2007

PLEASE TYPE OR PRINT CLEARLY

NAME David R Hart

Personal Information | ***Occupational Information***

Home Address 1306 Bayou Woods Dr
Telephone: 229-2766
Fax: 690-0440
College Station Resident for 13 years
(Must be a resident of the City to serve)
Subdivision College Hills
Voter Registration #

Business Owner? Yes (No)
Business Name: OI Analytical
Occupation: software developer / project mgr
(If retired, please indicate former occupation)
Fax: 690-0440
Education*(optional)* BS TAMU

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.)* ***CHOOSE NO MORE THAN 3***

Standing Committees

- [1] Brazos County Appraisal Dist.
- [ ] Cemetery Committee
- [ ] Construction Board of Adjustments & Appeals
- [ ] Northgate TIF Board
- [ ] Design Review Board
- [ ] Joint Relief Funding Review
- [ ] Historic Preservation Committee
- [ ] Convention & Visitors Bureau
- [ ] Arts Council of the Brazos Valley
- [ ] Library Committee
- [ ] Outside Agency Funding Review
- [ ] Parks and Recreation Board
- [ ] Planning and Zoning Commission
- [ ] Research Valley Partnership.
- [ ] Wolf Pen Creek TIF Board
- [ ] Zoning Board of Adjustments
- [ ] Comprehensive Plan Advisory

Parks Board Committees

- [ ] Conference Center Advisory Committee
- [ ] Lincoln Center Advisory Committee
- [ ] Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:
CPAC, CBAA

Please list any experience or interests that qualifies you to serve in the positions indicated:
Citizens University alum, CSPD Citizen Police Academy alum
very interested in helping community grow responsibly & in a well-thought-out manner
eager to protect seniors & young families and strike balance against need for services

Signature of Applicant David R Hart Date Nov 30 2007

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.

CITY OF COLLEGE STATION

NOV 26 2007

2007 Application for City Boards/Commissions/ Committees

PLEASE TYPE OR PRINT CLEARLY

NAME George Jessup

Personal Information | *Occupational Information*

Home Address 115 Lee Ave
Telephone: 693-1749
Fax:
College Station Resident for 8 years
(Must be a resident of the City to serve)
Subdivision Oakwood
Voter Registration # 61573

Business Owner? Yes (No)
Business Name:
Occupation: Retired - Professor
(If retired, please indicate former occupation)
Fax:
Education*(optional)* PhD

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.)* ***CHOOSE NO MORE THAN 3***

Standing Committees

- (1) [x] Brazos County Appraisal Dist.
- [ ] Cemetery Committee
- [ ] Construction Board of Adjustments & Appeals
- [ ] Northgate TIF Board
- [ ] Design Review Board
- [ ] Joint Relief Funding Review
- [ ] Historic Preservation Committee
- [2] Convention & Visitors Bureau
- [ ] Arts Council of the Brazos Valley
- [ ] Library Committee
- [ ] Outside Agency Funding Review
- [3] Parks and Recreation Board
- [ ] Planning and Zoning Commission
- [ ] Research Valley Partnership.
- [ ] Wolf Pen Creek TIF Board
- [ ] Zoning Board of Adjustments
- [ ] Comprehensive Plan Advisory

Parks Board Committees

- [ ] Conference Center Advisory Committee
- [ ] Lincoln Center Advisory Committee
- [ ] Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here: —

Please list any experience or interests that qualifies you to serve in the positions indicated: I am a graduate of the Citizens Univ. I have been involved in real estate (Rental Property) so I have some experience with appraisals. I also want to learn more.

Signature of Applicant George T Jessup Date 11-17-07

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.

CITY OF COLLEGE STATION

2008 Application for City Boards/Commissio ns/ Committees

NAME: RONALD KAISER

APPLICANT INFORMATION

[redacted]

POSITION SOUGHT: Rease Indicate choice with 1,2 or 3 - where 1 is your first choice.
CHOOSE NO MORE THAN 3

STANDING COMMITTEES

- ☐ Arts Council of the Brazos Valley
- ☑ Brazos County Appraisal District
- ☐ Cemetery Committee
- ☐ Comprehensive Plan Advisory
- ☐ Construction Board of Adjustments & Appeals
- ☐ Convention & Visitors Bureau
- ☐ Design Review Board
- ☐ Historic Preservation Committee
- ☐ Joint Relief Funding Review
- ☐ Library Board
- ☐ Northgate TIF Board
- ☐ Outside Agency Funding Review
- ☐ Parks and Recreation Board
- ☐ Planning and Zoning Commission
- ☐ Research Valley Innovation Center Advisory Council
- ☐ Research Valley Partnership
- ☐ Wolf Pen Creek TIF Board
- ☐ Zoning Board of Adjustments

PARKS BOARD COMMITTEES

- ☐ Conference Center Advisory Committee
- ☐ Lincoln Center Advisory Committee
- ☐ Senior Advisory Committee

If you currently serve on any other boards/commissio ns/committees, please list here: _____

Please list any experiences or interests that qualify you to serve in the positions indicated: AM FAMILIAR WITH REAL ESTATE LAW & APPRAISAL PROCESS FOR RESIDENTIAL & COMMERCIAL PROPERTY.

Signature of Applicant: Ronald Kaiser Date: 11/20/07

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842; Fax to 979-764-637; Call 979-764-3516 or Email - bmugont@cstx.gov

11/26/2007 12:18 9798450446 RECREATION AND PARKS PAGE 02/02

NOV 20 2007

CITY OF COLLEGE STATION

2007 Application for City Boards/Commissions/ Committees

PLEASE TYPE OR PRINT CLEARLY

NAME THOMAS MATHER

Personal Information ***Occupational Information***

Home Address 3303 FREDRICK CT
Telephone: 680-1109
Fax: 845-0410
College Station Resident for 13 years
(Must be a resident of the City to serve)
Subdivision EDELWEISS ESTATES
Voter Registration # 154686

Business Owner? Yes (No)
Business Name:
Occupation: SYSTEMS ANALYST - TAMU
(If retired, please indicate former occupation)
Fax: 845-0410
Education*(optional)* B.S. COMPUTER SCIENCE - TAMU

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.)* CHOOSE NO MORE THAN 3

Standing Committees

1 ☒ Brazos County Appraisal Dist.
☐ Cemetery Committee
☐ Construction Board of Adjustments & Appeals
☐ Northgate TIF Board
☐ Design Review Board
☐ Joint Relief Funding Review
☐ Historic Preservation Committee
☐ Convention & Visitors Bureau
☐ Arts Council of the Brazos Valley
☐ Library Committee
☐ Outside Agency Funding Review
☐ Parks and Recreation Board
☐ Planning and Zoning Commission
☐ Research Valley Partnership.
☐ Wolf Pen Creek TIF Board
☐ Zoning Board of Adjustments
☐ Comprehensive Plan Advisory

Parks Board Committees

☐ Conference Center Advisory Committee
☐ Lincoln Center Advisory Committee
☐ Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here: ZONING BOARD OF ADJUSTMENT (ALTERNATE)

Please list any experience or interests that qualifies you to serve in the positions indicated: I AM A LONG-TIME RESIDENT, TAMU GRADUATE, AND VERY INVOLVED IN THE COMMUNITY. I AM ON THE BOARD OF MY H.O.A. AND AM A GRADUATE OF THE CITIZENS UNIVERSITY, POLICE ACADEMY, AND FIRE ACADEMY.

Signature of Applicant T. A. Mather II Date 11/20/07

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.

Brazos County Appraisal District
1673 Briarcrest Dr., Suite A-101
Bryan, Texas 77802
Telephone: (979) 774-4100
Facsimile: (979) 774-4196

Daniel T. Singletary
Interim Chief Appraiser

September 18, 2007

Mr. Glenn Brown
City Manager
City of College Station
P O Box 9960
College Station, TX 77842

RECEIVED
SEP 21 2007
By CM/CMO

Re: Appraisal District Board of Directors Membership

Dear Mr. Brown:

As of December 31, 2007, the terms of the board of directors of the appraisal district expire. The procedures for appointing board members were established by majority resolution in 2001. It is time for your jurisdiction to appoint its member or members to the Board of Directors of the Brazos County Appraisal District for a two year term beginning on January 1, 2008.

In accordance to those resolutions, the board of directors is composed of seven members. Members are to be appointed by each jurisdiction based on the following schedule:

Brazos County:	**One member**
Bryan ISD:	**Two members**
College Station ISD:	**Two members**
City of Bryan:	**One member**
City of College Station:	**One member**

Current board members are:
Lonnie Jones & William Lero – representing Bryan ISD
Ken Medders, Jr. – representing Brazos County
J. Stephen Arden & John Flynn – representing College Station ISD
James C. Smith – representing the City of Bryan
Virginia Kettler – representing the City of College Station
Kristeen Roe – automatic non-voting membership as County Tax Assessor/Collector

Please take appropriate action to place this item on an upcoming agenda, as notification of your appointment for the 2008-2009 term must be made to the appraisal district by November 15, 2007.

If you have any questions or need additional information, please give me a call.

Sincerely,

Daniel T. Singletary

Daniel T. Singletary
Interim Chief Appraiser
U:\BOD\Voting\New membership.doc

Appraisal District Director's Responsibilities and Eligibility Requirements

Tax Code Section 6.03 establishes the selection process for appraisal district directors. This process is not an "election" governed by the Texas Election Code, but an independent procedure unique to the property tax system.

General Statement of Functions

The board of directors has the following primary **responsibilities:**

- Establish the appraisal district's appraisal office;
- Adopt the appraisal district's annual operating budget;
- Contract for necessary services;
- Hire a chief appraiser;
- Hire a taxpayer liaison officer (districts in counties having a population of over 125,000)
- Appoint appraisal review board members and
- Make general policy on the appraisal district's operation

Eligibility Requirements

To be eligible to serve on the board, a person must have resided in the appraisal district for at least two years immediately preceding the date of taking office (as long as there are no conflicts of interest).

An employee of a taxing unit that participates in the appraisal district may not serve. However, an elected official or member of the governing body of a participating taxing unit may serve.

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors or as chief appraiser.

A person may not be appointed or continue to serve on the board, if related within the second degree of consanguinity (blood) or affinity (marriage) to the following persons:

- an appraiser who appraises property for use in the appraisal district's appraisal review board proceedings, or;
- a tax representative who represents taxpayers for compensation before the appraisal district's appraisal review board.

Conflicts of Interest

Board members are subject to two conflict of interest statues. Chapter 171, Local Government Code, is a conflict of interest statue that applies to all local officers, including appraisal district directors. The Property Tax Code Section 6.036 also places conflict of interest provisions on directors. While the two definitions are similar, they are not identical. When a question arises about the application of Chapter 171 and Section 6.036, the board should consult with its attorney before acting on the matter.

Terms

Appraisal district directors serve two-year terms. Each term begins on January 1 of an even-numbered year. All directors serve the same two-year terms unless the taxing units have adopted staggered terms.

Limited Appraisal Authority

The board's authority over appraisals is limited. The board does not appraise property or review values on individual properties. The law assigns these tasks to the chief appraiser and the appraisal review board, respectively.

Compensation of Directors

Appraisal district directors may not receive a salary, per diem or other compensation for serving on the board. However, the appraisal district may reimburse for reasonable and necessary expenses incurred in the performance of a director's duties if included in the appraisal district budget.