



**Mayor**  
Ben White

**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Lynn McIlhaney  
Lawrence Stewart  
David Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, June 26, 2008 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

Pledge of Allegiance, Invocation, Consider absence request.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. 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 on minutes for the City Council Workshop and Regular Meeting, June 12, 2008.

b. Presentation, possible action, and discussion regarding approval of a contract with Elert and Associates for consulting services to assist in the engineering, analysis, and design of the ATM Network Upgrade project in an amount not to exceed \$57,433.00.

c. Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Municipal Court Building Renovations project.

d. Presentation, possible action, and discussion on a change order to Contract #07-209 with Zachry Associates, Inc. for increased travel expenses related to the production of a promotional DVD for the Aggie Field of Honor development project.

e. Presentation, possible action, and discussion regarding the third and final reading of an ordinance amending the current gas franchise with Atmos Energy Corporation to increase the franchise fee from four percent (4%) to five percent (5%).

f. Presentation, possible action, and discussion on a Resolution of the City Council of College Station, Texas, indicating support for the Mayor's Council on Physical Fitness.

g. Presentation, possible action, and discussion regarding approval of a purchase order to DXI Industries for the purchase of liquid chlorine for use in our public water supply. The amount of the purchase order is \$61,536.00.

h. Presentation, possible action, and discussion on a resolution approving a yearly renewal of a five (5) year agreement for the lease of slant-top, front-end loading refuse containers. This is the second renewal of this agreement.

i. Presentation, possible action, and discussion regarding approval of an annual price agreement with Crafcro Texas Inc. to provide crack sealant material and de-tack sealant material for the maintenance of streets in an amount not to exceed \$98,648.75.

### **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 concerning approval to advertise the College Park/Breezy Heights Rehabilitation Project for construction bids.
2. Public hearing, presentation, possible action and discussion concerning approval to advertise the Eagle Avenue Extension Project for construction bids.
3. Public hearing, presentation, possible action, and discussion approving ordinances vacating and abandoning a 0.142 acre and a 0.155 acre of public utility easement, which is located on Lot 2C of Horse Haven Estates Subdivision according to the plat recorded in Volume 8496, Page 146 of the Deed Records of Brazos County, Texas.
4. Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to restrict parking on selected streets in the Sun Meadows subdivision per a request from the Sun Meadows Home Owners Association.
5. 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 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H (Submittal Requirements) and adding Section 7.12 (Traffic Impact Analysis).
6. Presentation, possible action and discussion regarding the approval of an amendment to the contract for consulting services (Contract #08-041) with Kendig Keast Collaborative for the preparation of Phase II of a new Comprehensive Plan.
7. Presentation, possible action, and discussion regarding an exception to Policy to allow the Grey Wolf Trail development to connect to the City sewer system.
8. Presentation, possible action, and discussion regarding approval of a resolution adopting an interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, and Brazos Valley Council of Governments; designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS).
9. Presentation, possible action, and discussion regarding approval of a resolution adopting an interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University to provide for the construction, acquisition, implementation, operation, and maintenance of the Brazos Valley Wide Area Communications System (BVWACS).
10. Adjourn.

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

APPROVED:

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

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, June 26, 2008 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 23<sup>rd</sup> day of June, 2008 at 2:30 pm.



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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 23, 2008 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 \_\_\_\_\_, 2008.  
By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

**June 26, 2008  
Consent Agenda Item 2b  
Network Upgrade Consultant Contract**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract with Elert and Associates for consulting services to assist in the engineering, analysis, and design of the ATM Network Upgrade project in an amount not to exceed \$57,433.00

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

**Summary:** The ATM Network Upgrade project (Project CO 0522) replaces the city's obsolete Asynchronous Transfer Mode (ATM) network switches with a fault tolerant, singlemode fiber based 10 Gigabit Ethernet backbone. This part of the project includes consultant services to assist the city with engineering, analysis, and design to replace and upgrade the ATM core network with a at the existing four main nodes.

The existing network equipment is obsolete, difficult to repair, and does not provide the data throughput needed to effectively use current software applications and conduct required operations in a timely mannner.

**Budget & Financial Summary:** Funding for this contract is included in the CIP budget for project CO 0522. The total project budget is \$453,172.

**Attachments:**

Contract is on file in the City Secretary's Office

**June 26, 2008**  
**Consent Agenda Item 2c**  
**Reimbursement Resolution for Municipal Court Building Renovations**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Municipal Court Building Renovations project.

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

**Summary:** The Construction-Manager-at-Risk contract for the Municipal Court Building Renovations project was approved by Council on May 22, 2008. On projects for which the expenditures will occur prior to the debt issue, a resolution declaring intention to reimburse certain expenditures with proceeds from debt must be adopted within 60 days of expenditure on the project. A portion of the debt for this project (\$1,750,000) has already been issued. The balance of the debt (\$250,000) in the form of Certificates of Obligation is scheduled to be issued later this fiscal year. The resolution is typically adopted at the time the contract is awarded, but was inadvertently left off of the agenda when the contract was brought to Council in May.

**Budget & Financial Summary:** The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

1. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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 \$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 26th DAY OF JUNE, 2008.

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

ATTEST:

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

(Seal)

APPROVED:



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McCull Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

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

Municipal Court Building Renovations

**June 26, 2008**  
**Consent Agenda Item 2d**  
**Change Order for Increased Travel Expenses Related**  
**to the Production of a Promotional DVD for the Aggie Field of Honor**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion on a change order to Contract #07-209 with Zachry Associates, Inc. for increased travel expenses related to the production of a promotional DVD for the Aggie Field of Honor development project.

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

**Summary:** Contract #07-209 with Zachry Associates, Inc. was approved during the July 12, 2007 City Council meeting (Consent Agenda Item #2-A). The contract is for the development of a comprehensive marketing plan for the new Memorial Cemetery of College Station and the Aggie Field of Honor. In addition, the firm is to develop and deliver the identity of the project as well as print, web, and video based graphics and verbiage to assist in the marketing of this facility.

In order to provide a broad range of appeal for the DVD, prominent Former Students from around the state were asked to participate in providing testimonial information on the project. These individuals and home addresses were not identified until after the contract had been awarded. This change order request will fund the additional travel expenses to be incurred as needed to visit with these individuals as a part of the DVD production.

**Budget & Financial Summary:** Contract #07-209 is a Professional Services (Consulting) Contract, and according to City of College Station Purchasing Procedures any change orders, regardless of amount, must be approved by the City Council. \$75,000 is budgeted for advertising in the General Government CIP Fund. Funds in the amount of \$69,040 has been expended or committed to date, leaving a balance of \$5,960.

Original Contract Amount:	\$64,000.00
Change Order #1 Amount:	\$4,800.00
Net Percentage Increase:	7.5%

**Attachments:**

1) Change Order #1 – Zachry Expenses

P.O.# 071003	CHANGE ORDER NO. 1 CONTRACT # 07-209 PROJECT #GG-0702	DATE: 05/29/2008 PROJECT DESCRIPTION: Development of a marketing plan and materials for the Memorial Cemetery.
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OWNER:  City of College Station P.O. Box 9960 College Station, Texas 77842	CONTRACTOR:  Zachry Associates, Inc. 500 Chestnut Ste. 2000 Abilene, TX 79602	Ph: 325.677.1342  Fax: 325.672.2001
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**PURPOSE OF THIS CHANGE ORDER:**  
Item 1: Travel expenses above base allotment in the contract. Increased travel expenses are related to meeting with and interviewing well known Former Students for the promotional DVD. Selection of these individuals was not completed until after the contract signed.

Item 2:  
Item 3:

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	lot	Increased travel expenses	\$4,800.00	0	1	\$4,800.00
2			\$			
3			\$			

**THE NET AFFECT OF THIS CHANGE ORDER IS A 7.5% Increase.**

ORIGINAL CONTRACT AMOUNT	\$ 64,000.00	
Change Order No. 1	\$ 4,800.00	7.5 % of Original Contract Amount
Change Order No. 2	\$	% of Original Contract Amount
Change Order No. 3	\$	% of Original Contract Amount
<b>REVISED CONTRACT AMOUNT</b>	<b>\$ 68,800.00</b>	<b>7.5 % cumulative increase above original contract amount</b>

<b>ORIGINAL CONTRACT TIME</b>		<b>Days</b>
Change Order No. 1 Time Extension or Reduction	N/A	Days
Change Order No. 2 Time Extension or Reduction		Days
Change Order No. 3 Time Extension or Reduction		Days
<b>REVISED CONTRACT TIME</b>	<b>N/A</b>	<b>Days</b>

ORIGINAL SUBSTANTIAL COMPLETION DATE	N/A
REVISED SUBSTANTIAL COMPLETION DATE	N/A

**APPROVED:**

N/A	Date	CHIEF FINANCIAL OFFICER	Date
A/E CONTRACTOR	Date	<i>Carla A Robinson</i>	Date
<i>Zachry Associates, Inc.</i>	<i>6-10-08</i>	CITY ATTORNEY	Date
CONSULTANT	Date		Date
<i>[Signature]</i>	<i>6-10-08</i>	CITY MANAGER	Date
PROJECT MANAGER	Date		Date
N/A	Date	MAYOR	Date
CITY ENGINEER	Date		Date
<i>Walter S Casneiro</i>	<i>6/13/08</i>	CITY SECRETARY	Date
DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date		Date

**June 26, 2008**  
**Consent Agenda Item 2e**  
**Third and Final Reading Amending Atmos Franchise**  
**to Include a Fee Increase**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the third and final reading of an ordinance amending the current gas franchise with Atmos Energy Corporation to increase the franchise fee from four percent (4%) to five percent (5%).

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

**Summary:** Pursuant to the recent Settlement Agreement, at a city's request, Atmos will approve the execution of or amendment to the city's franchise agreement to increase franchise fee payments to the individual city. The agreement, which caps the increase at a maximum of five (5) percent of gross revenues for gas sold within city limits, is effective for franchise payments made on May 1, 2008 or the effective date of the amendment changing the franchise agreement, whichever is later. The requested increase will be calculated on gross revenue from the prior year or quarter, with the payment being made for the privilege of gas operations during the current period.

This is the third of three required readings to approve the franchise fee increase. Three readings are necessary since the increase changes the existing franchise agreement with Atmos.

**Budget & Financial Summary:** A franchise fee increase of one percent (1%) is expected to result in an increase to the average residential customer's monthly bill by \$0.50 to \$0.60. The expected addition in revenue to the City from this increase is approximately \$85,000 annually.

**Attachments:**

1. Ordinance

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

**AN ORDINANCE AMENDING THE EXISTING GAS FRANCHISE BETWEEN THE CITY OF COLLEGE STATION AND ATMOS ENERGY CORPORATION TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY ATMOS ENERGY CORPORATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, Atmos Energy Corporation (“Company”) is engaged in the business of furnishing and supplying gas to the general public in the City, including the transportation, delivery, sale, and distribution of gas in, out of, and through the City for all purposes, and is using the public streets, alleys, grounds and rights-of-ways within the City for that purpose under the terms of a franchise ordinance duly passed by the governing body of the City and duly accepted by Company or its predecessor in interest; and

WHEREAS, the City and Company desire to amend said franchise ordinance to provide for a different consideration; now, therefore,

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

PART 1: The consideration payable by Company for the rights and privileges granted to Company by the franchise ordinance duly passed by the governing body of this City and accepted by Company or its predecessor in interest is hereby changed to be five percent (5%) of the Gross Revenues, as defined in the franchise ordinance.

PART 2: Franchise payments shall be made on the dates prescribed in the existing franchise and shall be for the rights and privileges as set forth in the existing franchise.

PART 3: This ordinance shall take effect on May 1, 2008. Company shall, within thirty (30) days from the receipt of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary in substantially the following form:

To the Honorable Mayor and City Council:

Atmos Energy Corporation, acting by and through the undersigned authorized officer, hereby accepts in all respects, on this the \_\_\_\_ day of \_\_\_\_\_, 2008, Ordinance No. \_\_\_\_\_ amending the current gas franchise between the City of College Station and Atmos Energy Corporation.

Atmos Energy Corporation

By \_\_\_\_\_

Vice President, Mid-Tex Division

PART 4: In all respects, except as specifically and expressly amended by this ordinance, the existing franchise ordinance heretofore duly passed by the governing body of the City shall remain in full force and effect.

PART 5: The City shall provide a copy of this Ordinance to Mr. David Park, VP of Rates and Regulatory Affairs, Atmos Energy Corp., 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, no later than ten (10) business days after its final passage and approval.

PART 6: It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

**PASSED AND APPROVED** BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, this the 22<sup>nd</sup> day of May, 2008, at which meeting a quorum was present and voting.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:



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

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

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

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

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

**June 26, 2008**  
**Consent Agenda Item 2f**  
**A Resolution Indicating Support of the Mayor's Council on Physical Fitness**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion on a Resolution of the City Council of College Station, Texas, indicating support for the Mayor's Council on Physical Fitness.

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

**Summary:** In March of 2007, a grant proposal was submitted to the Governor's Advisory Council on Physical Fitness for the establishment of a Mayor's Council on Physical Fitness (MCPF). This was a seed money grant with no City matching funds required. The City received notification the last week of April that the City had been awarded a grant. A contract for the grant in the amount of \$23,280 was routed signed and returned to Texas Department of State Health Services.

As part of the contract requirements, a Mayor's Council on Physical Fitness must be established prior to June 30, 2008. The grant proposal indicated that the MCPF would consist of 15 members. The proposal continued on to define certain areas from which members would be selected. These areas include the fitness industry, medical community, nutrition, College Station Independent School District, and several departments from Texas A&M. Staff is actively soliciting membership for the initial MCPF. Upon completion of the initial term, members will be appointed through the normal committee appointment process.

The initial charge of the MCPF will be to complete an assessment of available fitness opportunities open to the public. The grant proposal indicates an initial focus on walking and biking as these are activities that most citizens can participate in without an excessive cost. The second step will be to develop a work plan for a campaign to advise citizens of the exercise opportunities available to them as well as the benefits. The draft work plan is due September 1, 2008 with a final form due September 30, 2008. There will be the opportunity for a follow on grant for implementation of the work plan, at a later date.

Follow on projects may include advising the Mayor and City Council on issues relating to physical fitness, health, nutrition, education and exercise; working with the community to increase opportunities for physical activity; and developing an annual work plan to recommend strategies encouraging good nutrition and physical fitness for all residents

**Budget & Financial Summary:** This is a reimbursement grant not to exceed \$23,280. There is no City match required. Funds have been identified in the Recreation Division 2008 General Fund Budget to cover the initial costs.

**Attachments:**

- 1) Resolution No. \_\_\_\_\_
- 2) Mayor's Council on Physical Fitness Grant Proposal
- 3) Initial Council Membership Roster

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

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, INDICATING SUPPORT OF THE MAYORS' COUNCIL ON PHYSICAL FITNESS.

WHEREAS, the health and welfare of its citizens is a vital concern of the City; and

WHEREAS, statistical indicators at the Texas Department of Health reflect an increase in the prevalence of obesity since 1990; and

WHEREAS, regular activity has been shown to reduce the risk for developing or dying from coronary heart disease, Type 2 diabetes, hypertension and colon cancer; reduces symptoms of anxiety and depression; contributes to the development and maintenance of healthier bones, muscles and joints; and helps control weight; and

WHEREAS, according to the United States Surgeon General, physical activity may also help older adults maintain the ability to live independently and help prevent injury; and

WHEREAS, the increased focus by the City on the need for physical activity and proper nutrition will help the citizens of College Station improve their health and long-term well being; now, therefore,

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

PART 1: That the City of College Station supports the Mayors' Council on Physical Fitness in its efforts to improve the health and wellness of its citizens.

PART 2: That the duties and responsibilities of the Council on Physical Fitness shall include:

- (a) advise the Mayor on matters relating to physical fitness, health, nutrition, education and exercise,
- (b) complement and encourage community efforts to increase opportunities for physical activity, and
- (c) develop an annual work plan to recommend strategies encouraging good nutrition and physical fitness.

PART 3: That the Council on Physical Fitness shall consist of fifteen (15) members. The initial appointments shall be made by the Mayor with future appointments made by the City Council. Terms shall be for a period of two years. Members shall serve until their replacement has been named.

Eight members of the original Council on Physical Fitness shall serve a period of two years and seven members of the original council shall serve for one year. Members may be reappointed.

The membership should reflect the various interests related to health and wellness such as, business, healthcare, nutrition, and education.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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



**CITY OF COLLEGE STATION  
MAYOR'S COUNCIL  
ON  
PHYSICAL FITNESS  
GRANT PROPOSAL**

**SUBMITTED TO  
THE GOVERNOR'S ADVISORY  
COUNCIL ON PHYSICAL FITNESS**





CITY OF COLLEGE STATION

Office of the Mayor

March 7, 2008

Governor's Advisory Council on Physical Fitness  
c/o Brandon LeBlanc  
P.O. Box 12428  
Austin, TX 78701

Dear Mr. LeBlanc

The City of College Station is proud to submit this proposal for the *Mayors' Physical Fitness Grant Program*. The City of College Station has a long history of providing opportunities for our citizens to participate in physical activities. Whether it is in one of our 46 developed parks or one of our many youth and adult athletic leagues, our citizens enjoy some of the finest parks and activities any where.

Our commitment doesn't stop with our Nationally Accredited Parks and Recreation Department either. The City has established many miles of Bike lanes throughout the City, as well as many many miles of sidewalks in our neighborhoods and around our schools. Additionally, the City coordinates with multiple organizations to provide additional athletic leagues and events as well as numerous 5k and 10k runs, plus one half marathon within College Station.

Finally, the City is home to seven private fitness clubs and several independent fitness trainers, some of whom utilize the City's parks for their activities.

My office looks forward to developing a Council on Physical Fitness that will allow us to interact to an even greater degree with our health and fitness community to develop opportunities for, and an understanding of, the benefits of a healthy lifestyle for our citizens.

Sincerely,

Ben White, Mayor  
City of College Station

P.O. BOX 990 • 1101 TEXAS AVENUE  
COLLEGE STATION • TEXAS • 77842  
979.764.3541

[www.cstx.gov](http://www.cstx.gov)

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## **A. Contact Person Information**

The City's Contact for this proposal is

Peter Lamont, CPRP, Recreation Superintendent  
College Station Parks and Recreation Department  
P.O. Box 9960  
1000 Krenek Tap Rd.  
College Station, TX 77840  
979-764-3731 (w)  
979-764-3737 (f)  
[plamont@cstx.gov](mailto:plamont@cstx.gov)

## **B. Administrative Information**

The City's Authorized Agent for the signature of grant documents is

Glenn Brown, City Manager  
City of College Station  
P.O. Box 9960  
1101 Texas Ave.  
College Station, TX 77840  
979-764-3511 (w)  
979-764-6377 (f)  
[gbrown@cstx.gov](mailto:gbrown@cstx.gov)

## **C. Respondent Background**

The City of College Station is a Municipal Home Rule City that was incorporated in 1938 and currently has an estimated population of 87,105. The City is also home to Texas A&M University, the state's first public institution of higher learning. Early on the City recognized the value of Parks and Recreation opportunities for its citizens with the first Parks Board being established in 1939 and the first Recreation Board being established in 1953.

This early recognition of the importance of these opportunities has grown to a park system with 46 developed parks. Of these 26 include some form of measured walking jogging trail and 4 include exercise stations. The most recent addition to this system is the Wolf Pen Creek Trails corridor which includes 2.2 mile of walking/biking trail.

In addition to the parks system the City has committed to developing a bikeable community. The City currently has 98 miles of bike lanes, paths and routes along City streets and has been recognized as a Bicycle Friendly Community by the League of American Bicyclists for its work in providing bike lanes. The City currently has a Bicycle and Pedestrian Master Plan, an update of which was completed in 2002. This document is used, in conjunction with the City's Comprehensive Plan, Recreation Park

and Open Space Master Plan and the City's transportation plan to develop new Hike and Bike Opportunities throughout the City.

The City's Parks and Recreation Department, who will be the lead agency for this grant currently operates over fifty separate leisure programs works with approximately 130 outside agencies to provide facilities and opportunities for our Citizens. As part of their recently proposed Strategic Business Plan, the Parks and Recreation Department has included moving forward with the National Parks and Recreation Associations "Step Up To Health" Initiative to promote healthy opportunities.

The City has also recently partnered with the Brazos Valley Obesity Prevention Network. This is a network of health and fitness related organization in the Brazos Valley to address obesity and obesity related illness. It was organized by the Texas A&M University System Health Science Center School of Rural Public Health, in response to the 2006 Brazos Valley Health Status Assessment. This assessment showed that 65% of the Brazos County respondents self reported as being overweight or obese. At the same time less than 50% met the national guidelines for physical activity (defined as being active at a moderate level for 30 minutes an day/5 days a week or active at a vigorous level for 20 minutes/at least 3 times a week.) It is through partnerships with organizations like these that City of College Station has worked to be a leader in our community in providing opportunities for a healthy lifestyle.

## **D. Work Plan Narrative**

### **Part I - Staffing for the Mayors' Council from within the Mayors office**

The Mayor of College Station does not have an office staff in the traditional sense. There is one staff member within the City Secretary's Office who works part time in the organization of the Mayor's scheduling and correspondence. This individual will be available to assist the Mayor's Council with scheduling meetings and coordination of schedules.

Of greater impact is the commitment of many of the City Departments to this effort. The Parks and Recreation Department, Planning and Development, Public Works and the Public Communications Office will all appoint a liaison to the Mayor's Council on Physical Fitness. These individuals will be available to answer questions, assist in planning and conduct research in their various areas of expertise for the Mayor's Council.

Additionally, the City Managers office has committed to giving his Management Assistant time and direction to assist with this endeavor. Therefore, though the Mayor does not have a large staff to draw from, he does have a strong base of support from the City organization.

## **Part II - Appointment of the Mayor's Council.**

The Mayor's Council on Physical Fitness will consist of 15 members representing a wide variety of the College Station health and fitness community. The Mayor's Council will be appointed with 30 days of notification of the grant award. The first meeting of the Mayor's Council is anticipated to be within one week of appointment.

The Mayor's Physical Fitness Council (MPFC) will consist of a chair person appointed by the mayor, fourteen additional members from the community as well as five non-voting members representing the Mayor's Office, Parks and Recreation, Planning and Development, Public Works and the Public Communications Departments. The MPFC will be responsible for implementation and oversight of the Community Assessment, to be discussed later, and in conjunction with the Mayor's office and City staff, the development of a work plan to address fitness programs and information campaigns to fulfill needs identified in the assessment.

The Mayor will invite representatives from the local medical community, nutritionists, the Texas A&M University Health Science Center School of Rural Public Health, The Brazos Valley Obesity Prevention Network to serve on the MPFC. He will also invite members representing the College Station Independent School District, private fitness facilities, private fitness trainers, and professors or researchers from the Departments of Recreation, Parks and Tourism Sciences and Kinesiology at Texas A&M University. It is believed that the knowledge, resources and partnerships these organizations can bring to the MPFC will generate a synergy that will produce a plan with many positive outcomes for the City of College Station, as well as a framework for the collaborative efforts required to fulfill the plan.

## **Part III - Community Resource Assessment**

Central to any effort by the Mayor's Physical Fitness Council will be an assessment of currently available resources. These resources may take the form of facilities, either parks, bike lanes, walking trails, side walks or any other public or private facility. It will also look at programs operated either by public or private entities within College Station and media efforts designed to inform the public of not only the opportunities, but also the benefits of physical fitness. Equally as important, the Community Assessment will be able to show gaps in facilities, programs and services.

The Community Resource Assessment will be conducted in a variety of ways. First, since walking is an exercise method that most of the population can engage in, a walkability survey, based on the Walkability Checklist developed by the U.S. Department of Transportation will be used. MPFC Members will be asked to walk the neighborhoods around their homes and business to evaluate their walkability. Part-time staff and volunteers will be recruited to complete surveys, focusing on neighborhoods surrounding parks and schools. These areas are specifically targeted in an effort to encourage parents

and children to walk together as part of a family activity, as well as introducing young children to a healthy habit.

The next step will be to evaluate the bikeability of the community. Biking can also be a low cost means of both transportation and exercise to much of the College Station community. A bikeability survey, based again on a checklist developed by the U. S. Department of Transportation will be utilized. The Mayor's Council, along with part time staff and volunteers from the local biking community will be asked to follow existing bike lanes, path and trails to complete the evaluation. Additionally, the current Bicycle and Pedestrian Master Plan will be reviewed with the appropriate City Departments and Boards so additional recommendations can be made.

Concurrent with the Walkability and Bikeability surveys, staff will conduct a survey of both public and private exercise classes, facilities and opportunities. This survey will focus on the type of activity offered (team, individual, competitive, recreational, sport or non-sport) as well as the target age group and cost. This will allow the Mayor's Council to identify gaps in the fitness continuum from early childhood through senior citizen.

The last piece of the assessment will be an evaluation by the Parks and Recreation Department of existing and potential public use exercise facilities. The City currently has twenty-six parks with measured walking paths. Of these, four have some type of fitness equipment located along the paths. The Department's survey will focus first on the condition of the existing equipment followed by an evaluation of walking/jogging paths that would be suitable for exercise equipment.

Upon completion of all these steps the information will be collated and distributed to the Mayor's Council. Upon analysis, it is believed that the Mayor's Council will have a good understanding of the facilities, programs and resources available to the public. With this understanding, a work plan can be developed, with cost estimates that will allow the MPFC to assist the City and its community partners to develop and oversee ongoing fitness programs and annual fitness campaigns designed to meet the needs of the community.

## **E. Budget**

### Staffing:

Data Collection:       \$15,000 Salaries  
                              \$ 1,674 Benefits

Data Analysis: \$3,000 – contractual payments to Graduate Students at Texas  
                              A&M

### Supplies:

Office Supplies: \$ 500

### Services:

Copying: \$500  
                  Surveys, checklists, drafts,

Printing: \$1,000  
                  Final Work Plan suitable for submission and distribution

### Travel:

Visit Round Rock Mayor's Council on Fitness \$1,000  
                  Charter Bus and Meals

**Total: \$22,674**

**Mayor's Council On Physical Fitness  
Membership Roster**

- 1) Brazos County Obesity Prevention Network – Ms. Kerrie Hora
- 2) College Station Independent School District – Ms. Ann Williams
- 3) College Station Medical Center – Mr. Thomas Jackson
- 4) St. Joseph Regional Health Center – Mr. Jon Turton
- 5) TAMU Department of Recreation Parks and Tourism Sciences – Dr. Garry Ellis
- 6) Aerofit Health Club – Mr. Larry Isham
- 7) Gold's Gym – Awaiting Confirmation
- 8) Aggieland Fitness Dome – Ms. Jill Handy
- 9) Scott & White Health Care – Dr. Maggie Bailey
- 10) TAMU Department of Kinesology - Awaiting Confirmation
- 11) TAMU School of Rural Public Health –Dr. Diane Dowdy
- 12) Nutrition Representative – Awaiting Confirmation
- 13) Private Fitness Trainer –Antonio Gibson
- 14) Private Fitness Trainer – Laurie Preacher
- 15) Private Fitness Trainer – Awaiting Confirmation

June 26, 2008

Consent Agenda Item 2g

Chlorine Purchase

To: Glenn Brown, City Manager

From: David Coleman, Director, Water Services Department

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a purchase order to DXI Industries for the purchase of liquid chlorine for use in our public water supply. The amount of the purchase order is \$61,536.00.

**Recommendation:** Staff recommends approval of this purchase order.

**Summary:** Chlorine is added to our public water supply to ensure disinfection and meet Texas Commission on Environmental Quality (TCEQ) requirements. Due to our inter-local purchasing agreement with the City of Bryan, we were able to piggyback on their bid 08-105. Given the present economic climate, staff considers the low bid of \$512.80 per one ton cylinder to be very favorable to the City of College Station.

**Budget & Financial Summary:** The cost of this contract is \$61,536.00. Water operating funds are budgeted and available for this item.

**Attachment:**  
Bid Tab



**City of Bryan  
Purchasing Department  
Bid Tabulation for #08-105  
Annual Contract for Liquid Chlorine**

*All bids submitted are reflected on this bid tab sheet. However, the listing of a bid should not be construed as any indication that the City accepts such bid as responsive. The City will notify the successful bidder upon award of contract.*

	<b>Ativia Corporation (Saint Gabriel, LA)</b>	<b>DXI Industries inc. (Houston, Tx)</b>
# of Copies (1 required)	Y	Y
Prompt Payment Discount:	N	N
References (Y/N)	Y	Y
Deviations (Y/N)	Y	Y
Certification from bid package (Y/N)	Y	Y
Felony Conviction Notification	Y	Y
Emergency Response Services	Y-No additional information submitted	N
Addendum #1 Acknowledged	Y	Y

**City of Bryan**

ITEM	QTY	UNIT	DESCRIPTION	Unit	Extended	Unit	Extended
1	175	ea	One (1) ton cylinders of chlorine	\$578.00	\$101,150.00	\$512.80	\$89,740.00
2	115	ea	150 pound cylinders of chlorine	\$95.00	\$10,925.00	\$70.50	\$8,107.50
<b>Total Base Bid</b>				\$112,075.00		\$97,847.50	

**City of College Station**

ITEM	QTY	UNIT	DESCRIPTION	Unit	Extended	Unit	Extended
1	120	Cylinders	One (1) ton cylinders of chlorine	\$578.00	\$69,360.00	\$512.80	\$61,536.00
<b>Total Base Bid</b>				\$69,360.00		\$61,536.00	

**June 26, 2008**  
**Consent Agenda Item 2h**  
**Texas Commercial Waste Container Lease Agreement**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a resolution approving a yearly renewal of a five (5) year agreement for the lease of slant-top, front-end loading refuse containers. This is the second renewal of this agreement.

**Recommendation(s):** Staff recommends approval of the renewal agreement with Texas Commercial Waste for an annual estimated expenditure of \$175,140.00.

**Summary:** BID #06-62 was opened on April 4, 2006 @2:00 P.M. Two (2) bids were received and opened. Texas Commercial Waste was the lowest responsible bidder. The monthly lease rate for 8 yard containers as bid is \$15.00 per month and the rate for 4 yard containers is \$7.50 per month. The price includes delivery, storage of inventory and maintenance of the containers.

The number of commercial leased containers has increased from 868 8 yard containers in 2007 to 898 8 yard containers in 2008. The number of 4 yard containers remains the same at 150. The lease is for a five year period in order for the vendor to amortize the capital costs of the containers, thus reducing lease costs.

Staff has reviewed the possibility of city ownership and maintenance, but feels it is not cost effective due to onetime costs, ongoing costs, and inadequate available storage and maintenance space. The lease arrangement is preferable to the cost of the city purchasing and maintaining new containers. It is estimated that the City would pay \$965.00 to purchase individual 8 yard containers and \$659.00 for 4 yard containers. The one time cost to purchase these containers would be approximately \$965,420.00. Additional costs would include a fulltime painter and welder at an estimated cost of \$62,000.00, paint and repair bay building at approximately \$10,000.00, and finally, equipment, materials, maintenance, and 5 percent yearly replacement costs are estimated at \$102,580.00.

The lease agreement was approved by council on May 25, 2006. (Contract No. 06-165)

**Budget & Financial Summary:** The Lease Agreement is effective July 2008, and funds are budgeted in the Sanitation Fund, Commercial Collection Division.

**Attachments:**

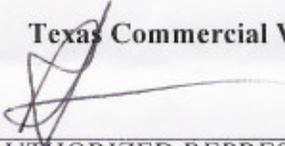
1. Renewal Agreement.

-----  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew contract #06-165 (Bid #06-62), for rental of front end loaders in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning July 17, 2008 through July 26, 2009.

**Texas Commercial Waste**

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

5-27-08  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

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

\_\_\_\_\_  
DATE

**APPROVED:**

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

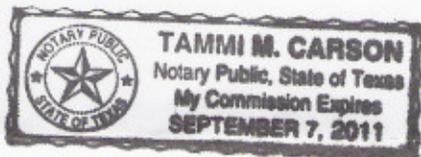
\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 27<sup>th</sup> day of May, 2008,  
by Ron Schmidt in his/her capacity as General Manager of  
Texas Commercial Waste, a TEXAS Corporation, on behalf of said corporation.



Tammi M. Carson  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
by \_\_\_\_\_, in 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

\*\*\*\*\*

**June 26, 2008**  
**Consent Agenda Item 2i**  
**Annual Price Agreement for Crack Sealant and De-tack Sealant Material**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of an annual price agreement with Crafcot Texas Inc. to provide crack sealant material and de-tack sealant material for the maintenance of streets in an amount not to exceed \$98,648.75.

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

**Summary:** Crafcot Texas Inc. provided the only acceptable bid of two competitive bids to provide crack sealant and de-tack sealant material for the maintenance of streets in the City. The bid amount from Deery American Corporation was only guaranteed for 90 days. The bid required annual pricing. The recommended bid amount from Crafcot Texas Inc. is \$98,648.75, an increase from last year's agreement of \$58,401.75. The annual price agreement supports maintenance operations in the Street Maintenance Division.

**Budget & Financial Summary:** Funding is available in the operating budget of the Street Maintenance Division. The recommended bid is a 40% increase from last year's price. This is related to the volatility in the petroleum products market.

**Attachments:**

1. Tabulation of Bid No. 08-69

**TABULATION FOR ANNUAL STREET SEALANT MATERIALS, BID #08-69  
PUBLIC WORKS - STREETS**

6/4/2008

**Item Description #1: Crack Sealant, Polyflex II**

<b>Vendor Company</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>UOM</b>	<b>Subtotal</b>
Deery American Corporation	200000	\$0.379	lb	\$56,000.00
Crafcot Texas Inc	200000	\$0.480	lb	\$64,400.00

**Item Description #2: Detack Sealant**

<b>Vendor Company</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>UOM</b>	<b>Subtotal</b>
Deery American Corporation	325	\$8.50	gal	\$2,401.75
Crafcot Texas Inc	325	\$8.15	gal	\$2,681.25

**Vendor Company**

Deery American Corporation**	<b>GRAND TOTAL \$78,562.50</b>
Crafcot Texas Inc	<b>GRAND TOTAL \$98,648.75</b>

**Deery American Corporation's Bid in non-responsive-only guaranteed pricing for 90 days**

**June 26, 2008**  
**Regular Agenda Item 1**  
**College Park/Breezy Heights Rehabilitation Project**  
**Final Design Presentation**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Improvement Department

**Agenda Caption:** Public Hearing, presentation, possible action and discussion concerning Approval to advertise the College Park/Breezy Heights Rehabilitation Project for construction bids.

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

**Summary:** The College Park/Breezy Heights Rehabilitation Project provides for the construction and rehabilitation of water, waster water, drainage and street surface infrastructure in the Southside area of College Station. The project area is bounded by George Bush Drive, West Dexter, Hereford St, Holleman Dr., Fairview Ave, Eleanor St, and Montclair Ave

**Budget & Financial Summary:** The streets portion of the project is funded through Certificates of Obligation. The water and waste water portions of the project are funded through Utility Revenue Bonds. The drainage portion of the project is funded through drainage utility funds. The current project budget is \$5,930,000; however, approximately \$80,000 of this budget will be transferred to the West Park Rehabilitation project to cover overages in that project. Funds in the amount of \$517,715.16 have been expended or committed to date on the College Park/Breezy Heights Rehabilitation project, leaving an estimated balance of \$5,332,284.84 for construction and related expenses.

**Attachments:**

- 1.) Project Location Map



**June 26, 2008  
Regular Agenda Item 2  
Eagle Avenue Extension Project  
Final Design Presentation**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Improvement Department

**Agenda Caption:** Public Hearing, presentation, possible action and discussion concerning Approval to advertise Eagle Avenue Extension Project for construction bids.

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

**Summary:** On February 14, 2008, staff delivered a presentation to Council describing the need for the extension of Eagle Avenue from Victoria Avenue to Alexandria Drive, and presented funding options. Council directed staff to proceed with the option that consists of the developer donating the right-of-way and completing the design, and the City taking responsibility for the construction of the project. On May 22, 2008, Council approved the developer agreement between the City and Phi-ton Investments.

The developer is nearly complete with the design, and is ready to deliver the design documents to the City so we can proceed with construction.

**Budget & Financial Summary:** The project is funded through the Streets Capital Fund. The estimated cost for construction of the roadway extension is approximately \$800,000.00.

**Attachments:**

- 1.) Project Location Map

## Eagle Avenue Extension Location Map



**June 26, 2008**  
**Regular Agenda Item 3**  
**2691 Horse Haven Lane –Public Utility Easement Abandonment**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving ordinances vacating and abandoning a 0.142 acre and a 0.155 acre of public utility easement, which is located on Lot 2C of Horse Haven Estates Subdivision according to the plat recorded in Volume 8496, Page 146 of the Deed Records of Brazos County, Texas.

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

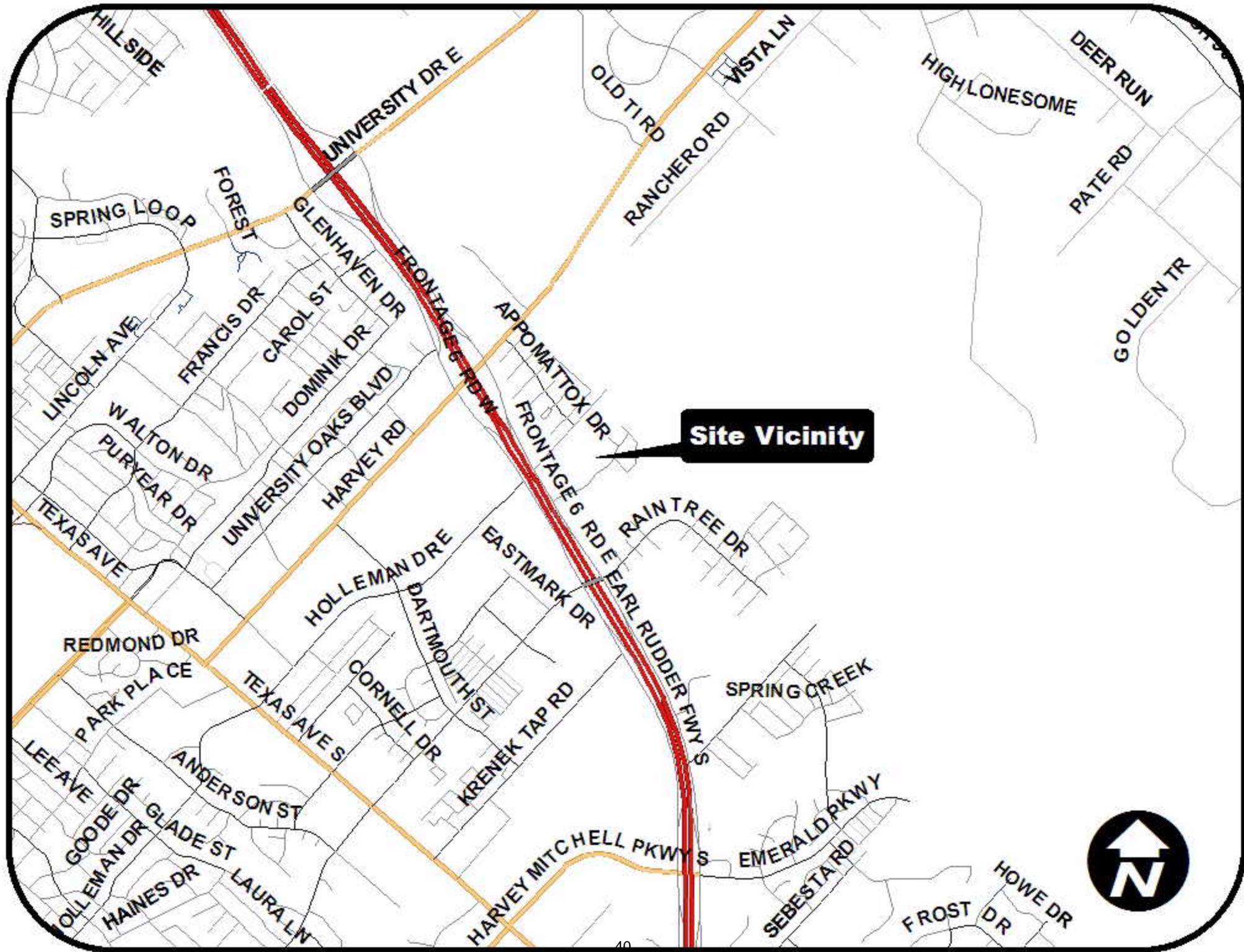
**Summary:** This easement abandonment accommodates the development of this subject tract as Horse Haven Phase 4 Subdivision. A public electric line was relocated out of the subject easement. There are currently no public or private utilities in the subject portion of easement to be abandoned.

The portion of the 20 foot wide public easement to be abandoned is a 0.142 acre (6172 Sq. Ft.) and the portion of the 10 foot wide public easement to be abandoned is a 0.155 acre (6755 Sq. Ft.) is located on Lot 2C of Horse Haven Estates Subdivision according to the plat recorded in Volume 8496, Page 146 of the Deed Records of Brazos County, Texas.

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

**Attachments:**

1. Vicinity Map
2. Ordinance 0.142 acre abandonment
3. Ordinance Exhibit "A" 0.142 acre abandonment
4. Ordinance 0.155 acre abandonment
5. Ordinance Exhibit "A" 0.155 acre abandonment
6. Application for Abandonment (On file with the City Secretary)



**Site Vicinity**



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.142 ACRES (6172 SQUARE FOOT) PORTION OF THE TWENTY FOOT (20') WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 2C, OF THE HORSE HAVEN ESTATES SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 8496, PAGE 146 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the Twenty Foot (20') Width Public Utility Easement, said portion lying along Lot 2C, of the Horse Haven Estates Subdivision, according to the plat recorded in Volume 8496, Page 146, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in Exhibit "A" be abandoned and vacated by the City.

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

Page 2

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

E-Signed by Carla A. Robinson  
VERIFY authenticity with Adobe®

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

**FIELD NOTES  
OF A PROPOSED  
20' EASEMENT ABANDONMENT  
BEING A  
0.142 ACRE TRACT  
(6171.5009 Square feet)  
Part of the Proposed  
HORSE HAVEN ESTATES, PHASE FOUR  
IN THE  
MORGAN REACTOR LEAGUE, A-46  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

Being all of that certain lot, tract or parcel of land containing 0.142 acres (6171.5009 square feet), a 20' public utility easement proposed to be abandoned, which is out of a 29.51 acre tract of land described in a deed to Oakwood Custom Homes recorded in Volume 6413 Page 107, being in the Morgan Reactor League, A-46, being the 14.475 acres of the proposed Horse Haven Estates, Phase Four, in the City of College Station, Brazos County, Texas. Said 0.142 acres of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2" iron rod found at a point along the northeast right of way line of Appomattox Drive, at a southeast corner of the 14.475 acre of the proposed Horse Haven Estates, Phase Four, and the west corner of Lot 1, Block 1 of the Horse Haven Estates, Phase Two.

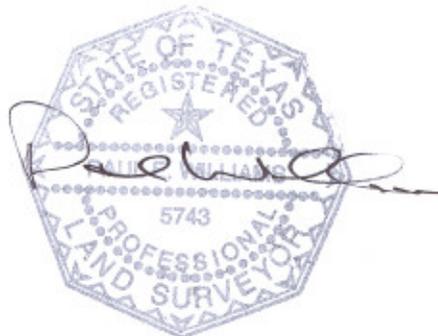
**THENCE** along the southeast line of the 14.475 acre of the proposed Horse Haven Estates, Phase Four, and along the northwest line of the Horse Haven Estates, Phase Two, N 25°13'36" E, at a distance of 221.79 feet, to a point along the northwest line of Lot 4, Block 1 of the Horse Haven Estates, Phase Two, the **POINT OF BEGINNING** of the herein described 0.412 acre tract.

**THENCE** along the 20' public utility easement, S 42°15'04" W, a distance of 387.38 feet to a point along the proposed Horse Haven Estates, Phase Four, Oakwood Custom Homes 29.51 acre tract and the northeast line of Horse Haven Estates, Lot 2A described and recorded in Volume 7783 Page 67.

**THENCE** along the southwest line of the Oakwood Custom Homes 29.51 acre tract, N 44°46'13" W, a distance of 15.02 feet.

**THENCE** along the 20' public utility easement, N 42°15'04" E, a distance of 435.58 feet to a point along the northwest line of Lot 5, Block 1 of the Horse Haven Estates, Phase Two.

**THENCE** along the northwest line of Lot 5, Block 1 of the Horse Haven Estates, Phase Two, S 25°13'36" W, a distance of 51.23 feet to **THE POINT OF BEGINNING** and containing 0.142 acres of land according to a survey performed on the ground under the supervision of Paul Williams Registered Professional Land Surveyor No. 5743, on March 28, 2008.





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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.155 ACRES (6755 SQUARE FOOT) PORTION OF THE TEN FOOT (10') WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 2C, OF THE HORSE HAVEN ESTATES SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 8496, PAGE 146 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the Ten Foot (10') Width Public Utility Easement, said portion lying along Lot 2C, of the Horse Haven Estates Subdivision, according to the plat recorded in Volume 8496, Page 146, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in Exhibit "A" be abandoned and vacated by the City.

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

Page 2

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

E-Signed by Carla A. Robinson  
VERIFY Authenticity with Adobe®

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

**FIELD NOTES  
OF A PROPOSED  
10' EASEMENT ABANDONMENT  
BEING A  
0.155 ACRE TRACT  
(6754.9324 Square feet)  
Part of the Proposed  
HORSE HAVEN ESTATES, PHASE FOUR  
IN THE  
MORGAN REACTOR LEAGUE, A-46  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

Being all of that certain lot, tract or parcel of land containing 0.155 acres (6754.9324 square feet), a 10' public utility easement proposed to be abandoned, which is out of a 29.51 acre tract of land described in a deed to Oakwood Custom Homes recorded in Volume 6413 Page 107, being in the Morgan Reactor League, A-46, being the 14.475 acres of the proposed Horse Haven Estates, Phase Four, in the City of College Station, Brazos County, Texas. Said 0.155 acres of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2" iron rod found at a point along the south right of way line of Switch Station Road, at the north corner of the 14.475 acre of the proposed Horse Haven Estates, Phase Four, and the north corner of the Oakwood Custom Homes 29.51 acre tract. Point also being the northwest corner of a called 9.74 acre tract of land described in a deed to The City of College Station recorded in Volume 368 Page 336.

**THENCE** along the south right of way line of Switch Station Road, S 42°09'43" W, at a distance of 171.60 feet, along the north line of the Oakwood Custom Homes 29.51 acre tract, to the **POINT OF BEGINNING** of the herein described 0.155 acre tract.

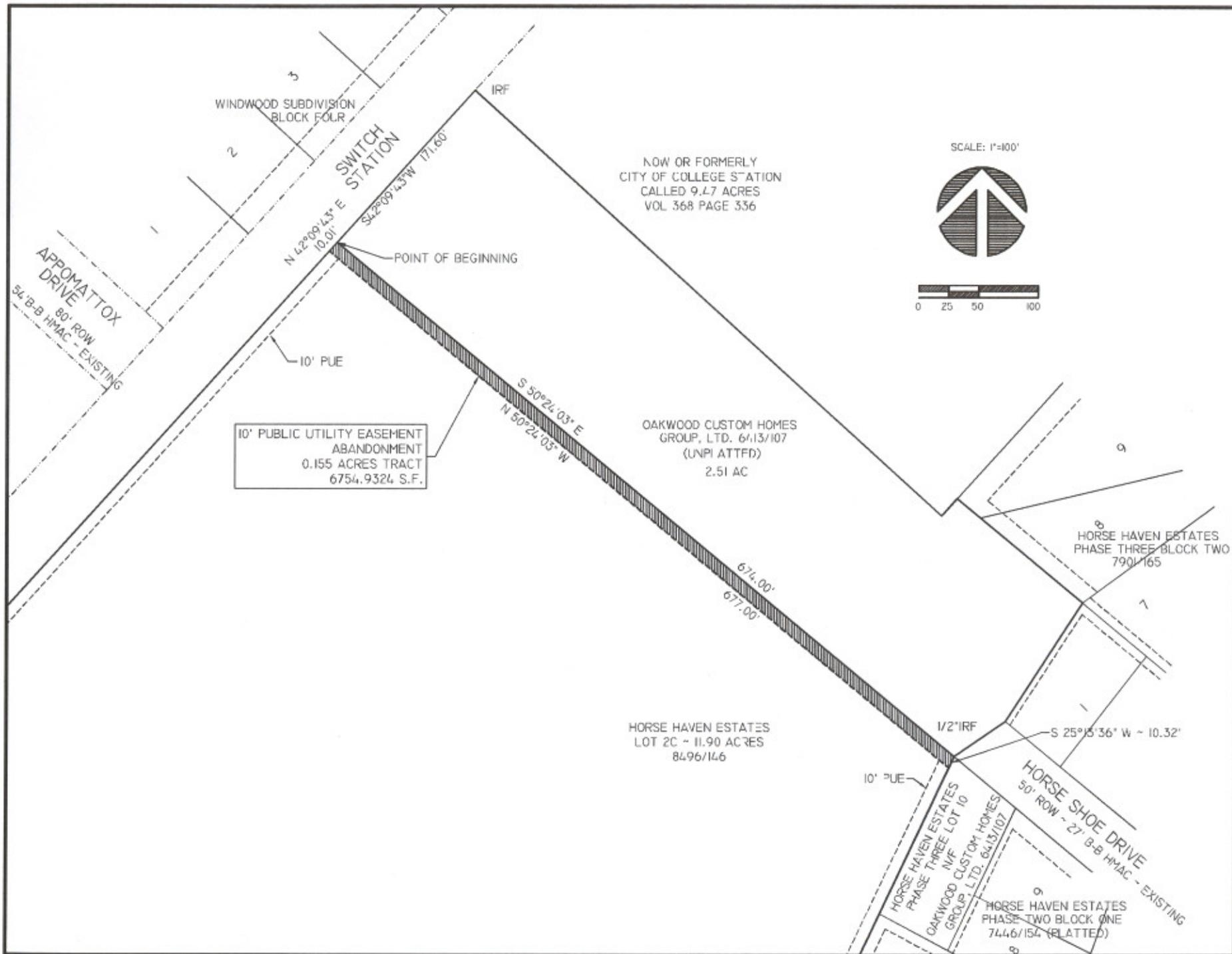
**THENCE** departing the south right of way line of Switch Station Road, S 50°24'03" E, along the 10' public utility easement a distance of 674.00 feet to a 1/2" iron rod found along the proposed Horse Haven Estates, Phase Four, southeast line, and the north corner of Lot 10 of the Horse Haven Estates, Phase Three, recorded and described in Volume 6413 Page 107.

**THENCE** along the Lot 10, Phase Three and the southeast line of the proposed Horse Haven Estates, Phase Four, S 25°13'36" W, a distance of 10.32 feet.

**THENCE** along the 10' public utility easement, N 50°24'03" W, a distance of 677.00 feet to the south right of way line of Switch Station Road and the north line of the Oakwood Custom Homes 29.51 acre tract.

**THENCE** along the south right of way line of Switch Station Road and the north line of the Oakwood Custom Homes 29.51 acre tract, N 42°09'43" E, a distance of 10.01 feet to **THE POINT OF BEGINNING** and containing 0.155 acres of land according to a survey performed on the ground under the supervision of Paul Williams Registered Professional Land Surveyor No. 5743, on March 28, 2008.





**June 26, 2008**  
**Regular Agenda Item 4**  
**Sun Meadows Parking Restrictions**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to restrict parking on selected streets in the Sun Meadows subdivision per a request from the Sun Meadows Home Owners Association.

**Recommendation(s):** Staff does not object to the approval of the ordinance amendment.

**Summary:** City staff was approached by representatives from the Sun Meadows Home Owners Association (HOA) about removing parking on certain streets within the subdivision. The HOA was concerned that some of the on-street parking would impact emergency vehicle access as well as access for others. After the HOA voted in favor of the parking restriction, a representative contacted the city to request that parking be removed from one side of Bougainvillea, Orchid, and Gardenia streets. Per the current practice, the proposed parking is being removed from the fire hydrant side of the street. The ordinance represents a parking removal plan developed and approved by the HOA for the betterment of the subdivision.

This item will amend Chapter 10, "Traffic Code," by restricting parking on the identified streets in the Sun Meadows subdivision.

**Budget & Financial Summary:** The "No Parking" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

**Attachments:**

1. Location Map
2. Ordinance



Proposed Parking Restriction



# Sun Meadows HOA Parking Restriction

0 75 150 300  
Feet

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4E "NO PARKING" TO INCLUDE PROHIBITING PARKING ON THE DESIGNATED SIDE OF BOUGAINVILLIA, ORCHID, AND GARDENIA STREETS; 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 liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after 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 \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT “A”**

That the Traffic Control Device Inventory - Schedule XII as referenced in Chapter 10, “Traffic Code”, Section 4, “Administrative Adjudication of Parking Violations,” Sub-section E is hereby amended to include the following:

“Bougainvillea Street – NO PARKING on the south side of Bougainvillea Street.

Gardenia Street – NO PARKING on the south side of Gardenia Street.

Orchid Street – NO PARKING on the north side of Orchid Street.”

**June 26, 2008**  
**Regular Agenda Item 5**

**UDO Amendment, Section 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H (Submittal Requirements) and adding Section 7.12 (Traffic Impact Analysis)**

**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 7.9.B.6 (Traffic Impact Analysis), Section 7.9.H (Submittal Requirements) and adding Section 7.12 (Traffic Impact Analysis)

**Recommendation(s):** The Planning & Zoning Commission heard this item at their meeting on February 12, 2008 and voted 5-2 to recommend approval with the condition of a reduction of the threshold requiring TIA's for areas designated as "Redevelopment" on the Land Use Plan in the Comprehensive Plan and with the recommendation that staff conduct one additional meeting with interested parties prior to the Council decision. The revision regarding redevelopment areas was made and the meeting was conducted on February 25<sup>th</sup>. Staff recommended approval of the ordinance as presented. At their February 28<sup>th</sup> meeting the Council returned the item to the Planning & Zoning Commission for further consideration. At their meeting in May, the Council requested that this item be returned for their consideration. The P&Z Commission will consider the proposed Ordinance once again at their June 19<sup>th</sup> meeting.

**Summary:** Traffic Impact Analyses are currently required as a portion of the non-residential architectural standards for projects meeting specific thresholds. At their meetings in June and August, 2007, the City Council directed staff to broaden the applicability and standards of the TIA. Specifically, Council requested that staff prepare regulations that:

1. apply to all rezoning requests that are projected to generate at least 250 vehicle trips in the peak hour.
2. apply to all site plan requests that are projected to generate at least 250 vehicle trips in the peak hour.
3. require evaluation of specific impact on near-by residential streets.

Staff has prepared draft language for the Council's consideration. Specifically, staff has proposed the elimination of Sections 7.9.B.6 and 7.9.H.1.h of the UDO and replacement with the new section 7.12 (attached).

The proposal identifies the applicability to all rezoning and site plan proposals projected to exceed 250 vehicle trips in the peak hour. The proposal establishes the trip generation rates that shall be used for rezoning requests, identifies what is required to be included in the TIA, specifies how the TIA will be analyzed, and how traffic impacts are to be mitigated.

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

**Attachments:**

1. Red-Lined Version of current UDO section
2. Ordinance

### 3. P&Z Draft Minutes

#### ~~1. Traffic Impact Analysis~~

~~This section establishes requirements and procedures pertaining to traffic impact analysis (TIA) for non-residential developments. These requirements are intended to inform the applicant of the City's expectations, expedite the City staff's review process of TIA reports, provide standard criteria for evaluating development proposals, and establish equitable mitigation and cost sharing policies.~~

~~The TIA is intended to develop public/private partnerships to coordinate land use and transportation facility development. Both the City of College Station and the land developer share in the responsibility to consider all reasonable solutions to identified transportation problems.~~

##### ~~a. Purpose~~

~~This process is done simultaneously with the submittal of a site plan. The goal of this study is to look at a specific development of known size and use and to determine the effect of that use on the existing roadway system. It uses existing traffic volumes and assumes the existing roadway configuration to be used for analysis. This process should ensure that the roadway system is adequate to accommodate the proposed use and may recommend mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service).~~

##### ~~b. Objective~~

~~A TIA is intended to define the immediate impacts of the proposed development and any necessary transportation improvements (public or private) required to ensure a satisfactory level of service on all affected thoroughfares. A TIA is designed to mitigate traffic impacts by optimizing roadway capacity, access design, and traffic control. A TIA may not be used to deny development permitted by zoning, nor shall it be used to modify road design contrary to the Comprehensive Plan. Specific improvements to the existing roadways consistent with the Thoroughfare Plan may be needed to gain approval of site plan proposals.~~

##### ~~c. Definitions~~

- ~~1) Trip Generation Rates - The City's criteria for trip generation for various categories of land use and density shall be those set forth in the latest edition of the trip generation informational report published by the Institute of Transportation Engineers (ITE) unless the proposed use does not have a corresponding rate in the Trip Generation Manual. Alternate trip generation rates shall not be accepted but shall instead be adopted for City-wide use on the basis of a general study of local conditions.~~
- ~~2) Design Year - The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All TIAs shall use a design year based on the expected date of project occupancy.~~
- ~~3) Base Volumes - Base volumes shall be based on current traffic counts adjusted to the expected date of project occupancy. When available, all base data shall be supplied by the City Traffic Engineer. In all cases when ground counts are needed and are not available, the developer or his agent shall be required to collect such data.~~
- ~~4) Level of Service (LOS) - Level of service is a measure of the level of congestion experienced on roadways. The desirable~~

minimum level of service of the City of College Station is Level of Service D in the peak hour. Level of service shall be measured of both link and intersection operations.

~~d. **Applicability**~~

~~A TIA will be required for non-residential site plans submitted for approval that generate 5,000 trips or more per day. A TIA may be required for non-residential site plans submitted for approval that generate less than 5,000 trips per day, where the peaking characteristics could have a detrimental impact on the transportation system as determined by the Administrator or his designee.~~

~~All TIAs shall be performed by a consultant qualified to perform such studies. Requirements for mitigating negative traffic impacts shall apply to all cases. In certain cases, due to project phasing, a TIA might be required with a concept plan submittal.~~

~~It is the responsibility of the applicant to demonstrate that a TIA is not required for a non-residential site plan application, as defined in Section 3.5. In cases where a TIA is required, the site plan application will be considered incomplete until the TIA is submitted.~~

~~e. **Methodology**~~

~~A pre-submission consultation with the Administrator or his designee is required. Details of the required analysis and the study area will be determined at this meeting. In certain instances, traffic from other approved but not built developments may have to be accounted for in traffic assignments. Staff may also require specific assumptions such as percent trucks be altered to match local conditions. Peak hour analysis might be directed to reflect the peak 15 minutes for certain types of land uses. All of these types of issues will be addressed at the pre-submission consultation.~~

~~f. The following procedures shall be followed in preparing traffic impact studies submitted to the City:~~

~~**Content:**~~

- ~~1) **Study Area** – A map(s) shall be included delineating the TIA study area and all existing and planned streets therein. The study area will be defined in the pre-submission consultation meeting with the Administrator or his designee;~~
- ~~2) **Existing Zoning and Development** – Describe existing zoning including land area (gross and net) by zoning classification, square footages, numbers of hotel rooms, dwelling units, etc. Also, describe any existing development on-site and how it will be affected by development proposals;~~
- ~~3) **Thoroughfare Network** – Describe existing thoroughfares, signals and signal phasing, and traffic volumes within the study area;~~
- ~~4) **Proposed Development** – Describe the proposed development including land area (gross and net), square footage, number of hotel rooms, dwelling units, etc. Also describe roadway conditions as expected by date of occupancy. Indicate roadway and intersection capacities at study date;~~
- ~~5) **Impact Determination** – Determine the level of service for all thoroughfares and intersections in the study area. The analysis shall contain the following minimum information:
  - ~~(a) **Proposed Trip Generation** – Calculate total trip generation by use (assuming full development and occupancy) and report any reductions for passer-by, mixed~~~~

~~use, etc. Show trip generation by use in tabular form with land use trip generation rates and trips generated.~~

~~(b) Trip Distribution and Assignment — Trips generated by the proposed development are to be added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions and assignment calculations must be provided.~~

~~(c) Level of Service Analysis — Show in tabular form, 24 hour and peak hour V/C ratios for links and intersections within the study area. This analysis should be done for the following traffic conditions: existing traffic, background traffic, background plus project traffic. Analyze all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.~~

~~(d) Conclusions — Provide a summary of points of conflict and congestion. Identify all thoroughfare links or intersections exceeding a Level of Service D and the percent increase in total traffic produced by the proposed site plan. Identify any operational problems (e.g., drives, median openings, and signalization) within the study area.~~

#### ~~6) Mitigation~~

~~(a) Traffic levels exceeding Level of Service D, where the development is contributing 5% or more of the total trips shall be mitigated to predevelopment levels. Problems demonstrated by the TIA can be corrected by:~~

~~(b) Access Management requirements in addition to those provided in Article 7.3 and the City of College Station Engineering Design Guidelines relating to driveway and median opening spacing.~~

~~(c) Modifying density or intensity of use (e.g., reduction in square footage or percentage of commercial use);~~

~~(d) Phasing construction until additional roadway capacity becomes available;~~

~~(e) On-site improvements including access controls and site circulation adjustments; and~~

~~(f) Off-site improvements including the construction of additional lanes where the surrounding thoroughfares are not fully developed or intersection improvements, including signalization, where the surrounding area is approaching full development.~~

#### ~~7) Costs of Mitigation~~

~~Mitigation improvements which are attributable to the proposed development shall be funded at the developer's expense. Any other improvements shown which are consistent with the Thoroughfare Plan may be repaid by the City in accordance with its cost-sharing policies.~~

### Submittal Requirements

When non-residential architectural standards are applicable, submitted site plans shall include the following, in addition to other site plan application requirements:

Accurate building footprint(s);

Mechanical screening details;  
Detention pond screening details  
Location and number of bicycle parking facilities;  
Park lot configuration in compliance with 7.9.B.6 Parking Lots, if applicable (120 parking spaces or more);  
Additional landscaping requirements, if applicable (50,000 square feet and greater);  
Location of pedestrian walkways, if applicable (50,000 square feet and greater);  
~~Traffic Impact Analysis, if applicable (5,000 trips per day or greater);~~  
Location and details of public plaza and amenities, if applicable (150,000 square feet and greater).

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," BY DELETING SECTION 7.9.B.6, "TRAFFIC IMPACT ANALYSIS,;" AMENDING SECTION 7.9.H, "SUBMITTAL REQUIREMENTS," AND ADDING SECTION 7.12, "TRAFFIC IMPACT ANALYSIS" TO THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," be amended so as to delete Section 7.9.B.6, "Traffic Impact Analysis,;" amend Section 7.9.H, "Submittal Requirements," and add Section 7.12, "Traffic Impact Analysis" to the Code of Ordinances of the City of College Station, Texas, 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 26<sup>th</sup> day of June, 2008.

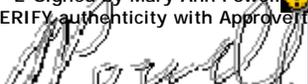
APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

E-Signed by Mary Ann Powell  
VERIFY authenticity with ApproveIt  


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

Page 2

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

**EXHIBIT "A"****I.**

That Section 7.9.B.6, "Traffic Impact Analysis," of Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, is hereby deleted.

**II.**

That Section 7.9.H, "Submittal Requirements," of Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read in its entirety as follows:

**H. Submittal Requirements**

1. When non-residential architectural standards are applicable, submitted site plans shall include the following, in addition to other site plan application requirements:
  - a. Accurate building footprint(s);
  - b. Mechanical screening details;
  - c. Detention pond screening details;
  - d. Location and number of bicycle parking facilities;
  - e. Park lot configuration in compliance with 7.9.B.7 Parking Lots, if applicable (120 parking spaces or more);
  - f. Additional landscaping requirements, if applicable (50,000 square feet and greater);
  - g. Location of pedestrian walkways, if applicable (50,000 square feet and greater);
  - h. Location and details of public plaza and amenities, if applicable (150,000 square feet and greater).
2. When non-residential architectural standards are applicable, submitted building plans shall include the following, in addition to other building permit application requirements:
  - a. Scaled building elevations for each façade, depicting the following:
    - 1) Required architectural relief; and
    - 2) Location of building materials.
  - b. Accurate building footprint(s);
  - c. Sample building materials and color details; and
  - d. Table of vertical square footage and percentage of building materials for each façade.

### III.

That Section 7.12, "Traffic Impact Analysis," of Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, is hereby added to read as follows:

#### 7.12 Traffic Impact Analysis

This section establishes requirements and procedures pertaining to traffic impact analysis ("TIA"). This Article is intended to inform the applicant of the City's expectations to ensure adequate traffic flow and connectivity attributable to their proposal, expedite the City's review of TIA reports, provide standard criteria for evaluating proposals, and identify various mitigation measures.

The TIA is intended to coordinate proposed land use with the transportation needs resulting therefrom. Both the City of College Station and the developer share responsibility to identify and solve transportation issues arising from development.

College Station requires TIAs accompany certain zoning applications and certain site plan applications. The TIA required for each complements the overall goal of ensuring adequate transportation facilities are in place. Below is an elaboration of some of the purposes.

##### A. Purpose

###### 1. Zoning TIA

The goal of submitting a TIA when making a zoning request is to determine the effect allowed uses within various proposed zones will have on existing roadway systems, and to ensure there is a balance between future land uses and future transportation systems. Zoning applications that are required to have a TIA performed are evaluated using both current and long-term traffic scenarios.

The TIA will determine whether acceptable levels of service are being maintained for traffic flow in the area. Different mitigation solutions will be analyzed where service levels fall below acceptable standards. A TIA for a zoning request should not recommend mitigation methods that are inconsistent with the City's Comprehensive Plan, including the Thoroughfare Plan. The Planning and Zoning Commission and the City Council shall consider the TIA in approving or disapproving zoning changes to the degree allowed by law.

###### 2. Site Plan TIA

The goal of a TIA when submitting a site plan is to determine the effect a specific proposed development will have on current and future land development and roadway systems. Generally, it uses current and anticipated near-term traffic volumes and roadway configurations for the analysis. The process should ensure that the roadway system is adequate to accommodate the proposed use.

Different mitigation measures may be recommended where the TIA shows levels of service falling below acceptable minimums. Different mitigation techniques that may be recommended include adding turn lanes, improving driveway access, providing connectivity, modifying traffic control devices, etc. A TIA for a site plan should not recommend mitigation methods that are inconsistent with the City's Comprehensive Plan, including the Thoroughfare Plan. The Planning and Zoning

Commission shall consider the TIA in approving or disapproving site plans to the degree allowed by law.

**B. Definitions**

- 1. Trip Generation Rates** - Trip Generation Rates means the rate of vehicular traffic generated from the proposed rezoning or proposed site plan. For Zoning TIAs, these rates are shown by zoning district in the tables below. Site plan TIAs shall use those rates set forth in the latest edition of the Trip Generation informational report published by the Institute of Transportation Engineers (ITE) unless the proposed use does not have a corresponding rate in the Trip Generation report. Alternate trip generation rates shall not be accepted.

Table 1 Trip Generation: Residential Land Uses				
Zoning Classification	Maximum Units / Acre	ITE Land Use Code	Trip Rate / Unit	Trip Rate / Acre
A-O	0.2	210	1.01	0.2
A-OR	1.0	210	1.01	1
R-1	8.0	210	1.01	8
R-1B	6.0	210	1.01	6
R-2	12.0	210	1.01	12
R-3	14.0	230	0.52	7.3
R-4	20.0	220	0.62	12.4
R-6	30.0	220	0.62	18.6
R-7	Determined by Administrator			
P-MUD	Determined by Administrator			

Table 2 Trip Generation: Non-Residential Land Uses				
Zoning Classification	Maximum Units/Acre*	ITE Land Use Code	Trip Rate / KSF	Trip Rate / Acre
A-P	16,000 sf	710	1.55	25
C-1	13,500 sf	820	3.75	50
C-2	16,000 sf	710	1.55	25
C-3	11,000 sf	820	3.75	40
M-1	N/A	110	N/A	7.5
M-2	N/A	120	N/A	2.2
C-U	Determined by Administrator			
R&D	N/A	760	N/A	16.8
PDD	Determined by Administrator			

\* Density maximum calculated based on existing (2007) developments in the City of College Station.

- 2. Design Year** - The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All TIAs shall use a design year based on the expected date of project occupancy, and shall include consideration of nearby development that has been approved and will impact the proposed project's area of traffic impact.
- 3. Peak Hour** – Peak hour means the time of day during the weekday that generates the most vehicular traffic. Typically, this is either between 7:00

to 9:00 am or 4:00 p.m. to 6:00 pm.

4. **Base Volumes** - Base volumes shall be based on current traffic counts adjusted to the expected date of project occupancy plus volumes generated by nearby future development (all phases) that has been approved by the City. When available, all base data shall be supplied by the City Traffic Engineer. In all cases when traffic counts are needed and are not available, the developer or his agent shall be required to collect such data.
5. **Level of Service (LOS)** - Level of Service means the measure of the level of congestion experienced on roadways as measured by both link and intersection operations as presented in the latest edition of the Transportation Research Board's Highway Capacity Manual.

### C. **Applicability**

#### 1. **Zoning TIA**

Any zoning request which is expected to generate at least 250 trips in the a.m. or p.m. peak hour requires a TIA. A TIA is not required if a zoning request is for property designated "Redevelopment" on the Land Use Plan in the Comprehensive Plan and is expected to generate less than 250 additional trips in the a.m. or p.m. peak hour than those generated by the currently approved use(s) on the property.

A zoning request involving multiple zoning districts is required to have a TIA based on the total traffic generated for all the proposed districts. A TIA may be required for a zoning request that generates less than 250 trips in the peak hour, where the peaking characteristics could have a detrimental impact on the transportation system as determined by the Administrator.

A TIA shall be required unless the applicant demonstrates to the satisfaction of the Administrator that a TIA is not required for a rezoning request. In cases where a TIA is required, the rezoning application will be considered incomplete until the TIA is submitted.

#### 2. **Site Plan TIA**

Any proposed development excluding developments located in the zoning classifications of NG-1, NG-2, or NG-3 shown on a site plan which is expected to generate at least 250 trips in the a.m. or p.m. peak hour requires a TIA. A TIA may be required for site plans submitted for approval that generate less than 250 trips in the a.m. or p.m. peak hour where the peaking characteristics could have a detrimental impact on the area's vehicular transportation system as determined by the Administrator.

A TIA shall be required unless the applicant demonstrates to the satisfaction of the Administrator that a TIA is not required for a rezoning request. In cases where a TIA is required, the site plan application will be considered incomplete until the TIA is submitted.

### D. **Methodology**

1. **Professional Engineer to perform TIA.** All required TIAs shall be

performed by a professional engineer licensed in the State of Texas qualified to perform such analyses. Qualifications may include, but are not limited to certification as a Professional Traffic Operations Engineer or Professional Transportation Planner by the Transportation Professional Certification Board or certification by the Texas Department of Transportation to conduct traffic engineering studies.

2. **Pre-submittal meeting.** A pre-submission consultation with the Administrator is required at the time of the Pre-Application Conference to discuss relevant aspects of the TIA. Details of the procedures, assumption used, data to be collected method of analysis and identification of the study area will be determined at this meeting. Traffic from other approved but not built nearby developments will be accounted for in the TIA as determined by the Administrator. The Administrator may require other specific assumptions such as the percent of trucks to be altered to match local conditions. The City may require analyses of peak 15 minute intervals for certain types of land uses that generate major traffic surges such as, but not limited to stadiums, movie theaters, arenas, and schools.
3. **Zoning TIA Content**
  - a. **Study Area** - A map(s) delineating the TIA study area and all existing and planned streets therein. The study area shall be determined based upon identifying the geographical area most affected by the proposed zoning request as determined by the Administrator after conferring with the applicant.
  - b. **Existing Zoning** - A description by zoning classification of the existing zoning in the area proposed for rezoning.
  - c. **Proposed Zoning** – A description of the proposed zoning including land area by zoning classification.
  - d. **Thoroughfare Network** - A description of the existing and proposed thoroughfares, and traffic volumes within the study area.
  - e. **Impact Determination** - A description of the volume/capacity (V/C) ratio for all thoroughfares and delay projections for intersections in the studied area to determine if a Level of Service D is maintained. The analysis shall contain the following minimum information:
    - 1) **Proposed Trip Generation** - Show in tabular form trip generation rates (see Table 1 or 2, as applicable) and the total trips generated based on proposed zoning.
    - 2) **Existing Trip Generation** – Show in tabular form trip generation rates (see Table 1 or 2, as applicable) and the total trips generated based on existing zoning.
    - 3) **Net Increased Trip Distribution and Assignment** - Show proposed trip generation minus existing trips and the calculation of new trips generated. The net increase in trips generated by the zoning request is to be added to the base volumes projected by design year. Twenty-four hour and peak hour volumes must be calculated. Distribution and assignment calculations must be provided.

- 4) **Level of Service Analysis** - Show in tabular form peak hour Level of Service for existing and proposed zoning. Calculations shall include all thoroughfare links and intersections. Calculate level of service and percentage change (when compared to base volumes) for each link and intersection.
  - 5) **Neighborhood Traffic Analysis** – If a proposed rezoning could increase the traffic on a minor collector or residential street at least ten percent (10%), a neighborhood traffic analysis shall be performed. This analysis will include an evaluation of existing and projected traffic levels of the affected streets. If the projected traffic levels exceed the limits indicated in the BCS Design Guidelines, mitigation to lower this traffic shall be required.
  - 6) **Conclusions** - Summarize points of conflict and congestion, identify all thoroughfare links and intersections exceeding Level of Service D and the percentage change by the proposed zoning change.
- f. **Mitigation** - A description of the mitigation techniques to achieve acceptable service thresholds shall be shown. Traffic produced by the proposed zoning request plus current traffic levels should not fall below a Level of Service D. Locations not meeting the Level of Service D where the proposed zoning contributes five percent (5%) or more of the traffic should be mitigated by the applicant. Acceptable methods of mitigating negative traffic impacts include but are not limited to the following:
- 1) Modifying the zoning request to meet Level of Service D.
  - 2) Modify the access plan.
  - 3) Limit development densities within one or more zoning classifications or land parcels.
  - 4) Making minor thoroughfare or intersection improvements, such as adding or relocating turn lanes, acceleration and deceleration lanes and median openings.

Amendments to the City's Thoroughfare Plan shall not be accepted as a means of mitigating negative impacts.

- g. **Planning and Zoning Commission Report** - The Planning and Zoning Commission shall make a report to the City Council on all TIAs it considers in conjunction with requests for rezoning. The Planning and Zoning Commission may make a recommendation for approval, modification, or denial of the zoning case based on other planning factors in addition to its review of the TIA.

Where the identified impacts of the proposed zoning cannot be adequately mitigated, the Planning and Zoning Commission may recommend to the City Council one or more of the following actions:

- 1) Denial of the zoning case in total or in part.
- 2) Any other action deemed appropriate to mitigate negative traffic impacts.

4. **Site Plan TIA Content** - Submittals of TIAs for site plans shall include the following:
- a. **Study Area** - A map(s) delineating the TIA study area and all existing and planned streets therein. The study area will be determined by identifying the geographical area most affected by the proposed development shown on the site plan as determined by the Administrator after conferring with the applicant. In general the study area will cover all intersections through which at least ten percent (10%) of the proposed development's site traffic passes, and shall extend to at least the first traffic signal in each direction if within one mile of the site.
  - b. **Existing Zoning and Development** - A description of existing zoning including land area (gross and net) by zoning classification, square footage, density of hotel rooms, dwelling units, etc. Also, a description of development currently within the proposed site plan, including showing how it will be affected by the new development proposal;
  - c. **Thoroughfare Network** - A description of existing thoroughfares, signals, signal phasing and traffic volumes within the study area;
  - d. **Proposed Development** - A description of the proposed development including land area (gross and net), square footage, density of hotel rooms, dwelling units, etc. Also a description of anticipated roadway conditions expected by the date of occupancy of the proposed development shall be included. Roadway and intersection capacities shall be shown;
  - e. **Proposed access** – Identification of the location and number of lanes and proposed traffic controls for each point of access serving the proposed development, including proposed modifications to adjacent roads shall be included. All access points shall meet the current access management and roadway design policies of the entity responsible for the condition of that portion of roadway.
  - f. **Impact Determination** - A determination of the Level of Service for all thoroughfares and intersections in the study area shall be included, as shall an evaluation of pedestrian, bicycle, and motor vehicle safety conditions adjacent to the site. The analysis shall contain the following minimum information:
    - 1) **Proposed Trip Generation** - A calculation of the total trip generation by use within the study area assuming full development and occupancy. Show any reductions attributed to passers-by, mixed use, etc. Show trip generation by use in tabular form with land use trip generation rates and trips generated.
    - 2) **Trip Distribution and Assignment** - A calculation of trips generated by the proposed development as added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions and assignment calculations must be provided.
    - 3) **Level of Service Analysis** - A depiction shown in tabular form, twenty-four hour and peak hour volume/capacity ratios for links and intersections within the study area. This analysis should be

done for the following traffic conditions: existing traffic, existing traffic plus projected traffic. Analyze all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.

- 4) **Neighborhood Traffic Analysis** – If the TIA calculations show that a proposed site plan increases traffic on a minor collector or residential street by at least ten percent (10%), a neighborhood traffic analysis shall be performed. This analysis will include an evaluation of existing and projected traffic levels of the affected streets. If the projected traffic levels exceed the limits indicated in the BCS Design Guidelines mitigation to lower this traffic may be required.
  - 5) **Conclusions** - A provision of a summary of findings showing all adjacent streets and intersections noting those that exceed a Level of Service D, the percent increase in total traffic produced by the proposed site plan, and the adequacy of site access. Identification of any safety and operational problems (e.g., drives, sight distances, median openings, and signalization) within the study area shall be shown.
- g. Mitigation** - A description of the mitigation techniques meeting acceptable service thresholds shall be shown. Traffic levels exceeding a Level of Service D where the development is contributing five percent (5%) or more of the total trips should be mitigated to predevelopment levels by the applicant. Acceptable methods of mitigating negative traffic impacts include the following:
- 1) Modifying the density or intensity of use, such as a reduction in square footage or percentage of commercial use to meet a minimum Level of Service D;
  - 2) Phasing construction until additional roadway capacity becomes available;
  - 3) Making on-site improvements including access controls and site circulation adjustments;
  - 4) Making off-site improvements including the construction of additional lanes, modifying signalization, etc.
- h. Costs of Mitigation** - Mitigation improvements which are attributable to the proposed development shall be funded at the developer's expense. Any other improvements shown which are consistent with the Thoroughfare Plan may be repaid by the City in accordance with its cost sharing policies.

#### **E. Criteria for Approval.**

The City shall consider the following standards in determining whether a proposed rezoning or submitted site plan meets an acceptable Level of Service:

1. **Design Requirement.** The proposed rezoning of site plan is consistent with the City's adopted access management and design requirements and is consistent with the design requirements on Texas Department of Transportation on roads maintained by such agency.
2. **Level of Service D.** The desirable minimum Level of Service for the City

of College Station is a Level of Service D as that term is described in the Transportation Research Board's Highway Capacity Manual.

3. **Determination of adequate mitigation.** Notwithstanding anything to the contrary herein, the appropriate Administrator and the appropriate reviewing body, where required, shall determine whether adequate mitigation has occurred to meet an acceptable level of service utilizing the requirements set forth herein.



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, February 12, 2008**  
**at 6:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Lynn McIlhaney and Dave Ruesink

**CITY STAFF PRESENT:** Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl, Jason Schubert and Matt Robinson, City Engineer Alan Gibbs, Deputy City Manager Terry Childers, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

2. Public hearing, presentation, possible action, and discussion regarding an ordinance amendment to Chapter 12 of the Code of Ordinances, Section 7.9.B.6 of the Unified Development Ordinance, regarding Traffic Impact Analysis; Section 7.9.H, Submittal Requirements; and adding Section 7.12, Traffic Impact Analysis. **(BC)**

Director Cowell presented the ordinance amendments for the Unified Development Ordinance, regarding Traffic Impact Analysis.

Mr. Cowell answered questions in general regarding Traffic Impact Analysis.

Steve Arden, 311 Cecelia Loop, College Station, Texas; 1275 Flying Acre Ranch, College Station, Texas; Keith Ellis, 101 Grove, College Station, Texas; Victor Draus, Home Builders Association; Nora Perez Hernandez; Roy Robinson, 4820 Greens Prairie Trail, College Station, Texas. Some of the concerns of the citizens were the difficulties of developing in the city limits, the recommendation being open ended and pushing people out of the City.

Commissioner Strong stated that the City needs a viable comprehensive plan that extends to the ETJ line.

Commissioner Dictson stated that the ordinance needs to be something consistent, predictable, objective and have the flexibility to allow for creative solutions. He said that all of the fees that are required to develop in the City are pushing developers away.

**Commissioner Davis motioned to recommend the adoption of the ordinance with the correction of typographical errors. Commissioner Bauman seconded the motion.**

Commissioner Sanford said she would like for the area developers and builders to meet again so the City would be able to receive more feedback.

Commissioner Schroeder stated that the ordinance was something that was needed.

**Commissioner Dictson motioned to amend the motion to add a section specifically on redevelopment that has an incremental trigger and to hold one more meeting with the public. Commissioner Strong seconded the motion, motion passed (6-1). Commissioner Nichols was in opposition.**

**Chairman Nichols called for the vote on the original motion, which passed (5-2). Commissioner Dictson and Sanford were in opposition.**

**June 26, 2008**  
**Regular Agenda Item**  
**Comprehensive Plan Update - Phase II Contract Amendment No. 2**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of an amendment to the contract for consulting services (Contract #08-041) with Kendig Keast Collaborative for the preparation of Phase II of a new Comprehensive Plan.

**Recommendation(s):** Staff recommends approval of the attached contract amendment for consulting services by Kendig Keast Collaborative (KKC) for Phase II of the Comprehensive Plan.

**Summary:** In November 2007, the Council approved a contract with KKC in the amount of \$322,590 for the development of Phase II of the Comprehensive Plan update.

In January 2008, the contract was amended to revise the indemnity language contained in the approved contract.

At this time, staff seeks to amend the contract with KKC to remove the economic development responsibilities as a result of failure to provide the required services. Staff will perform some of the services with the remainder performed by a consultant specializing in economic development. This amended will reduce the contract amount by \$99,600 to \$222,990, though the removed funds will be used to retain the new consultant for the required services. This amendment does not alter any other provisions of the original contract.

**Budget & Financial Summary:** NA

**Attachments:**

1. Contract Amendment No. 2

AMENDMENT NO. 2 TO CONSULTANT CONTRACT NO. 08-041  
BETWEEN THE CITY OF COLLEGE STATION AND KENDIG  
KEAST COLLABORATIVE

WHEREAS, the City of College Station (the “City”) and Kendig Keast Collaborative (“KKC”) entered into a Consultant Contract on November 2, 2007, for consulting services for Phase II of the Comprehensive Plan Update; and

WHEREAS, the original contract was approved by the City Council on November 2, 2007; and

WHEREAS, the original contract was amended by Amendment No. 1 on January 24, 2008; and

WHEREAS, the City desires now to amend the original contract as amended to revise the payment provisions and the scope of work to make the Economic Development element a City-led task, and thereby amending Exhibit “A” (Scope of Services) and Exhibit “B” (Payment Terms) of the Consultant Contract; and

WHEREAS, the City and KKC agree to amend Exhibit “A” and Exhibit “B” of the Consultant Contract by removing Economic Development from the Scope of Services;

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

1. Article I is amended to revise the payment provision for the project as follows:
  - 1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed Two hundred, twenty-two thousand, nine-hundred and ninety dollars, and NO/100\_(\$ 222,990.00).
2. Exhibit “A” (Scope of Services) of the Consultant Contract is replaced in its entirety with the attached Exhibit “A.”
3. Exhibit “B” is replaced in its entirety with the attached Exhibit “B.”
4. All other terms and conditions of the Consultant Contract as amended remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Consulting Contract as of June 29, 2008.

KENDIG KEAST  
COLLABORATIVE

CITY OF COLLEGE STATION

BY: BRET C KEAST  
Bret C. Keast  
Vice President

6/11/08  
Date

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Exhibit “A”  
Scope of Services**

**Work Program - Comprehensive Plan Phase II**

Under contract to the **City of College Station** (COCS), Kendig Keast Collaborative (KKC) will continue, in a second phase of work (“Phase II”), to assist the City to update its Comprehensive Plan. KKC will be supported in this effort by subconsultant **Kimley-Horn & Associates, Inc.** for Transportation. This consultant involvement and facilitation will be carried out according to this Work Program and contingent upon the support services outlined under the sections, “City Expectations” and “Joint Expectations.”

Background

The City of College Station began the process of re-writing its Comprehensive Plan in mid 2006. The purpose of the new Comprehensive Plan is to create a more workable policy document that will help guide decisions about the future growth and development of the community. The Comprehensive Plan is a statement of the community's vision for the future and a guide to achieving that vision. It will anticipate growth and guide that growth in a manner that provides College Station with a balance of land uses that promote economic growth, while retaining the quality of life enjoyed by its residents.

The City is updating the Comprehensive Plan in order to:

- ♦ determine College Station’s vision for the future;
- ♦ decide which types of development opportunities are compatible with the vision;
- ♦ determine where and how College Station should grow;
- ♦ provide guidance in making land use and transportation decisions;
- ♦ preserve and improve the integrity of neighborhoods and overall quality of life;
- ♦ promote economic development;
- ♦ ensure that the City meets the expectation of its residents in the delivery of services; and
- ♦ remain fiscally responsible on behalf of the citizens of College Station.

The Comprehensive Plan will be the guiding policy document for the decisions that are made for the community.

The development of the Comprehensive Plan is being completed in two phases. The first phase included the creation of a vision by the community, and goals and policies to support the vision. The first phase was completed in August 2007. Phase II of the Comprehensive Plan is anticipated to be complete in late 2008.

Delineation of Responsibilities  
for Work Program

The purpose of this Work Program is to facilitate the preparation and adoption of the second phase of the Comprehensive Plan. This scope of work describes the chapters and elements associated with the preparation of the City of College Station's Comprehensive Plan. **The**

**chapters outlined in the following pages include work by both the consulting team and City staff.** In order to create a plan that is unique to the City of College Station, City staff, with participation from the Comprehensive Plan Advisory Committee (CPAC), will craft several of the plan elements in cooperation with the consulting team. The expectations of the consulting team and City staff are outlined in the table below and then described in more detail in the sections that follow.

Responsibility for Comprehensive Plan Chapters/Elements

<b>Plan Chapter</b>	<b>Lead Responsibility</b>	<b>Comments</b>
Introduction	COCS	- KKC review (of City-prepared plan chapter)
Existing Conditions Report (separate from Plan document)	COCS	- KKC review
Community Character - including Unique Community Assets element	KKC	
Neighborhood Integrity	COCS	- KKC review
Economic Development	COCS	- KKC review
Parks, Art & Leisure	COCS / KKC (Parks Master Plan Update)	- KKC summarization of Parks Master Plan key elements in plan chapter
Transportation	KHA (KKC Sub)	
Municipal Services & Community Facilities	COCS	- KKC review
Growth Management & Capacity - including Utilities element	KKC COCS (Utility Master Plan Updates)	- KKC summarization of Utility Master Plan key elements in plan chapter
Implementation & Administration	KKC	

NOTE: In the table above and throughout this Work Program, text in **black** indicates items which are the responsibility of the consultant team while items in **maroon** are the responsibility of the City.

#### Consultant Expectations

The consulting team will:

- ◆ Identify a single individual as the consultant team’s Principal in Charge, who will have ultimate responsibility for the performance of the contractual services, and another individual

as the consultant Project Manager, who will serve as the consultant team’s primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and Consultant personnel, resources, and capabilities.

- ◆ Provide monthly written progress reports to the City in a format that clearly indicates completion of –or significant interim steps in preparation for or toward completion of – all project deliverables and meetings specified in this work program. The reports will also indicate activities scheduled for the next progress report period and document any project delays or difficulties encountered and measures taken in coordination with City staff to overcome them.
- ◆ Provide general direction – and direct assistance as specified in this Work Program – on tasks that are identified to be led by City staff.
- ◆ Establish document templates and associated style rules for all plan chapters and map figures to be included in the plan document to ensure consistent organization, format, appearance and quality.
- ◆ Prepare brief, bulleted summaries of key points raised, questions discussed, and follow-up actions identified during project meetings for which KKC is the lead facilitator (not to include meetings which City staff lead and KKC personnel only attend/observe).
- ◆ Review and provide comments on all draft and revised plan chapters/elements prepared by City staff, and have responsibility for identifying necessary revisions to all plan chapters/elements to address consistency in writing styles and in planning philosophy throughout the plan document. (City staff will be responsible for making all revisions to City-prepared plan chapters/elements based on specific consultant – and CPAC/other – review comments. The consultant team will not be involved in any rewriting of City-prepared draft text or drafting of new or supplemental text in City-prepared plan chapters/elements except as specified for particular tasks in this Work Program. Additionally, the consultant team will not be responsible for the accuracy of technical data and/or content included or cited in any chapters/elements prepared by City staff.)
- ◆ Provide information and guidance on recommended ordinance changes and sample ordinance provisions based on the proposed Comprehensive Plan goals, policies and actions.
- ◆ Package all the final, approved plan chapters into a single, cohesive document which meets both the consultant team’s and the City’s quality standards.
- ◆ Oversee the production and delivery to the City of the as-adopted comprehensive plan document, including all illustrations and related attachments, and incorporating all final map figures as printed and provided to KKC by the City (in the quantity specified in the Project Deliverables section of this Work Program).

### Joint Expectations

Both the City and the consulting team will jointly be responsible for:

- ◆ Completing project status conference calls at least every three weeks throughout the duration of the project, including sharing by City staff of an up-to-date “project log” of plan-related activities, meetings, and work items completed by City staff (similar to that maintained by KKC throughout the project).
- ◆ Allotting time for City staff and consultant team representatives to meet on the day of scheduled meetings in College Station, prior to such meetings (i.e., CPAC, P&Z, public events, etc.), to coordinate on project issues and/or final meeting preparation and logistics.

- ♦ Preparing and maintaining a workable and detailed project schedule (of all deliverables and meetings) for the Phase II Work Program that ensures steady progress and prompt results while assuring adequate time for citizen and stakeholder involvement and meaningful review and comment prior to formal public hearings and adoption procedures. This schedule must especially clarify the planned work flow and associated coordination and interaction between City staff and the consultant team to ensure that all project milestones are met in a timely manner and the overall Phase II schedule is maintained throughout – allowing for appropriate and mutually agreed upon adjustments along the way based on project developments. **An initial schedule will be drafted as an immediate work item as soon as Phase II is initiated.**
- ♦ Establishing mutually agreed upon deadline dates by which draft plan chapters/elements or other project handouts or materials to be prepared by either party must be ready and available for distribution or release – or for internal review and comment by the other party – prior to scheduled project meetings or events (and original and/or PDF versions of such materials shall be promptly delivered to the other party via email or FTP). In particular, all deliverables associated with a meeting, as prepared by the consultant team or City staff, shall be provided to the other (reviewing) party no less than three (3) weeks prior to the meeting. The reviewing party will have one (1) week to review the materials, which will be revised based on the review comments and provided one (1) week in advance of the meeting.
- ♦ Sharing relevant reference materials, data (and data sources), photos/graphics, and electronic files that both parties have acquired and/or should be aware of as general background information or as a potential input to preparation and/or revision of certain plan chapters/elements, presentations, or other project materials.
- ♦ Establishing a GIS data structure, through coordination between appropriate City and consultant technical personnel, to ensure the efficiency and reliability of necessary data-sharing throughout the project. The City will be responsible for printing/plotting all draft and final maps during the project. KKC will provide the City a “map layout” for use as a template, consistent with the overall plan document format, for all map figures the City is responsible for preparing. For those maps KKC is responsible for preparing, KKC will provide the City appropriate data files (shapefiles) for the City to use in creating and printing the maps for stakeholder/public distribution.
- ♦ Assuring the basic quality of all work products prepared and delivered by each party to the other through internal review and quality control procedures by both the City and consultant team. All deliverables should receive final internal review and be delivered by the City’s Project Director and the consultant Project Manager, respectively. Any work product that upon delivery is found to be substantially below basic quality standards (e.g., not prepared in agreed-upon templates, not following agreed-upon organization and style rules, containing extensive spelling and/or grammatical errors, etc.) will be returned for further attention prior to review by the other party.
- ♦ Preparing for and leading presentations and facilitating discussions at project meetings and briefings (CPAC, Planning & Zoning Commission, City Council, public meetings, etc.), depending on whether the consultant team or City staff had lead responsibility for preparing the relevant plan chapter/element or other information/materials to be covered at each respective meeting or briefing. Necessary handouts or graphic aids for all meetings will be prepared by the lead party (City or consultant team), unless otherwise specified in this Work Program or mutually agreed upon in advance of a particular meeting or event.

- ◆ Exchanging with the other party, upon project completion, electronic files on compact disc of all plan-related documents in their native format (e.g., Microsoft Word, Excel, PowerPoint; ESRI-compatible formats, etc.), including all supporting graphics, tables, illustrations, maps, and other elements of the plan.

### City Expectations

The City of College Station will:

- ◆ Identify a single individual as the City's Project Director, who will serve as the City's primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and Consultant personnel, resources, and capabilities.
- ◆ Provide the consultant team written summaries, and copies of any handouts/materials, from all plan-related meetings not attended by the consultant team members.
- ◆ Provide to the consultant team all available data, maps, air photos, previous reports/plans/studies, and other information that is available to the City in digital format and is pertinent and necessary for development of each plan chapter/element for which the consultant team is primarily responsible. Prompt compilation and delivery of such resource materials to the consultant is an essential prerequisite for initiation of the Comprehensive Plan process and timely progress on various initial study tasks. The City will reproduce all hard-copy materials such that they will not require return upon project completion (or will provide materials in PDF or other readily usable electronic formats).
- ◆ Based upon guidance provided by the consultant team, make contacts with agencies and organizations for data collection and coordination purposes, obtain necessary data and electronic maps, arrange meetings as needed, and make these entities aware of the comprehensive planning process.
- ◆ Ensure that key City personnel, advisory board members, and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for development of the various plan chapters (for City staff, this will occur particularly through the Staff Resource Team, or SRT). This will include potential formal or informal meetings and briefings with City Council as specified in this Work Program.
- ◆ Immediately upon initiation of Phase II, provide an updated, detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources, such as the Brazos County Appraisal District. This will enable the consultant team to identify and confirm any new data/information that has become available since the initial data delivery from the City at the start of Phase I.
- ◆ Reproduce and forward each draft project submittal provided via email by the consultant team to each CPAC member and key City staff members. In addition, each draft deliverable will be provided to the City Council for courtesy review and discussion as the plan update process proceeds. An item should be added to the Planning & Zoning Commission and City Council agendas throughout the duration of the comprehensive planning process to provide ongoing discussion opportunities for the Commission and Council and to allow for overall direction of the plan update. City staff will be responsible for providing briefings to the

Commission and Council at regular intervals throughout the process, except where consultant-led briefings are provided for in this Work Program.

- ◆ Conduct public information activities in conjunction with major public meetings and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the City's website.
- ◆ Use the City's website to disseminate information and inform, update and educate the public about the ongoing comprehensive planning process. The consultant team will provide already-completed Microsoft Word documents or ArcView GIS maps in PDF format, which can be easily posted on the City's website.
- ◆ Provide ongoing administrative support for the CPAC, which was established during Phase I. One or more members of the Planning & Zoning Commission and City Council should be included for liaison and tracking purposes throughout the project. The City's support services will include arranging meeting locations, preparing and distributing meeting notices, and preparing and reproducing agendas and other handouts (from a reproducible original provided by the consultant team when the consultant team had lead responsibility for preparing such materials). The City will also provide three-ring binders with section dividers for all CPAC members, involved City officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The project notebooks should include rosters and contact information for members of the CPAC, Planning & Zoning Commission, City Council, and key City staff, plus the detailed project schedule.
- ◆ Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in this Work Program, including adequate setup for presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.). The City's support services will include providing public and news media notification of public meetings, producing/ mailing/ distributing notices, preparing and reproducing agendas and other handout materials, providing sign-in sheets and otherwise documenting meeting attendance, and providing refreshments. The City will also be responsible for inviting members of City Boards and Commissions and representatives of other key agencies and community organizations to attend public meetings related to the plan update process.
- ◆ Commit the necessary resources to adequately prepare for and promote any significant community outreach events to be conducted in Phase II (similar to the Citizens Congress event in Phase I) to ensure significant attendance, participation, and media coverage. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.), creating and distributing promotional posters and/ or flyers, preparing and distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards, making arrangements for snacks/ beverages and entertainment (school choir or orchestra, local musician, etc.), providing greeters and City staff or volunteers to staff a sign-in table, assigning City staff to assist with any planned small-group breakout sessions,

arranging for City officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes (optional), and reproducing a program/agenda for the event which could include an insert or “tear-off” form for submitting written comments and ideas. KKC will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.

## Phase II Tasks

### Community & Leadership Participation

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Community involvement is an essential part of preparing a comprehensive plan to ensure that the plan reflects the values and priorities of the community. A broad cross section of stakeholders, including those involved in local organizations, representatives from local and regional coordinating agencies, and residents will be invited to participate in the continuing plan development process to provide input and react to plan proposals toward defining the future of the community. The public and leadership involvement process initiated in Phase I will carry over into this phase and will be closely coordinated with potential community education efforts envisioned by the City and to be carried out entirely by City staff.

The following activities will be included in this task:

#### Task Activities

- ◆ Conduct a **Phase II kick-off meeting** with key City staff members to review the scope of work, data/information needs, and other project logistics; formulate a detailed project schedule; discuss the preferred format for CPAC meetings; and coordinate on the format of plan chapters, maps and graphics so templates may be established for use by City and consultant staff.
- ◆ Participate in up to four (4) working meetings with the City’s **Staff Resource Team (SRT)** during the course of Phase II, all of which will be scheduled to occur during planned project trips.
- ◆ Attend up to twelve (12) working meetings with the City’s **Comprehensive Plan Advisory Committee (CPAC)** for presentation, review and discussion of plan issues, draft plan materials, and other pertinent topics.
- ◆ Attendance by one (1) KKC principal at up to **two (2) additional meetings**, yet to be specified prior to project initiation, but as needed on a contingency basis during the course of the project.
- ◆ Concurrently with a planned project trip, provide a **briefing to the City Council at a mid-point in the plan development process** to inform them of the project status, receive their feedback and direction on emerging plan proposals, and ensure the plan is consistent with their expectations.
- ◆ Complete a **community Open House event** when an overall draft of the Comprehensive Plan is ready for public review. Individual stations will be set up to display the various plan

elements and maps, highlight significant action recommendations, address questions, and allow informal dialogue and formal acceptance of public comments and feedback. The event will be advertised by the City as an open format over several hours on one evening. KKC will be responsible for producing an original of a one- to two-page summary of each plan chapter, applicable exhibits, and an overview PowerPoint presentation.

- ♦ Complete an extended **joint workshop with the Planning & Zoning Commission and City Council** to overview the draft plan, providing an opportunity for their detailed review and consideration.
- ♦ Complete a **“first-and-next-step” implementation workshop**, following and held concurrently with the joint workshop in the previous item, to identify plan implementation priorities, timing, and responsible departments or entities. KKC will prepare a series of poster sheets with the action recommendations that are potentially of highest priority. Then workshop participants will each be given an opportunity to “vote” on their top priorities (number to be determined). Upon determination of the consensus priorities, KKC will facilitate discussion of the timing and administration of these tasks. The outcome of this exercise will be incorporated into a summary action table in the final plan document.
- ♦ Attend a **City Council public hearing**, at which KKC will present the highlights of the final proposed Comprehensive Plan in coordination with City staff.
- ♦ In coordination with City staff, help to identify **project-related items to be posted on the City’s website** by City staff (e.g., project schedule, interim draft plan chapters and maps, and other materials already provided by KKC in Adobe \*.pdf format).

#### **Deliverables:**

- ♦ One (1) reproducible original of any handouts or display materials to be distributed or on display at particular meetings and workshops, as a supplement to the draft plan elements to be reviewed and discussed at such meetings.
- ♦ PowerPoint presentations as needed for particular meetings and workshops (draft and final).

#### **Plan Introduction**

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This element will include a definition of “Comprehensive Plan,” the benefits of having a Comprehensive Plan, a brief discussion of the importance of updating College Station’s plan, and the relationship of the update to the 1997 Comprehensive Plan. It will also provide background information on the comprehensive planning process, including an overview of the public input opportunities and activities that facilitated the completion of the document. Lastly, it will include the resulting vision for the City of College Station.

The following elements will be included in this chapter:

- ♦ An **educational component**, including an explanation of what a Comprehensive Plan is, why College Station has one, the benefits of the plan, and the City’s authority to adopt a Comprehensive Plan.

- ◆ An explanation of the **Comprehensive Plan process** used, including public input opportunities, the role of the Comprehensive Plan Advisory Committee (CPAC), the Staff Resource Team (SRT), the Planning & Zoning Commission, and the City Council.
- ◆ The definition and delineation of the **Comprehensive Plan study/planning area**, which will include the existing city limits and extraterritorial jurisdiction (ETJ) plus any immediate contiguous areas that could reasonably be added to the ETJ over the 20-year plan horizon through annexation activity by the City.
- ◆ The **Vision** for the City of College Station, including a graphic demonstration of the relationship between the vision and the plan goals and policies.

### **Deliverables:**

- ◆ Chapter 1, Introduction, of Comprehensive Plan document (draft and final).
- ◆ Map figure: (1) Comprehensive Plan study/planning area.
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

### Existing Conditions Report

To develop a meaningful plan, it is important to know what kinds of growth pressures are expected to influence the City's future. Trends, projections, and assumptions provide numerical benchmarks to help determine if the plan is realistic and reasonable. To that end, a thorough understanding of the existing conditions serves as the springboard for drafting the chapters of the plan. This report will provide a detailed description of the planning area's natural and built environment. It will also include a demographic and economic profile of the planning area.

The following elements will be included in this report:

- ◆ A brief **historical background** on the City of College Station.
- ◆ Brief description of College Station's **regional context**, including its relationship to the adjacent City of Bryan.
- ◆ Information on current **demographics and community trends**, including population information, median age, household size, growth trends, building permit activity, etc.
- ◆ A **housing inventory**, to include information on the current inventory of dwelling units (single-family, duplex, and multi-family) and housing characteristics such as median home value, size, mean density, owner versus renter occupied, etc.
- ◆ A brief background on the key economic indicators in the area, and a history of the **economic development** strategy in College Station, including the role of the Research Valley Partnership (RVP).
- ◆ Information on **local employment and job creation**, including household income, educational attainment, employment by sector, etc.
- ◆ An overview of the **geography** of the area, including soil type, vegetation, topography, floodplain and other physical attributes.

- ◆ An inventory of **natural environmental features** which can pose constraints to significant urban development in particular areas and/or provide amenities and value to nearby development when preserved and enhanced (e.g., creeks and other water features, wetland and riparian areas, forested areas and significant mature trees in the community, etc.).
- ◆ Consideration will be given to tree protection and canopy cover, creeks and natural drainage areas
- ◆ An inventory and assessment of the existing **transportation system**.
- ◆ An inventory of **existing land uses and existing zoning** of property in the City of College Station (to be coordinated closely with the community character field work and mapping to be conducted by KKC under the Community Character task).
- ◆ **Existing utility service** areas, capacities and information relating to the multiple service providers within the study area.
- ◆ A review of and reference to other **existing and viable plans** such as the Wolf Pen Creek Master Plan.

#### **Deliverables:**

- ◆ Existing Conditions Report, formatted and published as a separate, stand-alone report and complementary document in support of the Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) thematic maps related to demographics, housing, and economic indicators; (2) Existing Housing Inventory; (3) Physical Setting; (4) Existing Transportation System; (5) Existing Land Use; (6) Existing Zoning; and (7) Existing Utility Service Areas.
- ◆ KKC/KHA/ESI review memorandum with specific comments, questions and suggested revisions to the City-prepared report and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

#### Community Character

Understanding College Station's character as a city and the character of individual areas within the community is vital to protecting it. The purpose of this chapter is to identify community character and establish the necessary guidance that will be used in making decisions about the compatibility and appropriateness of individual developments within the context of the larger community. The future land use plan will serve to direct development, manage the pattern and character of future growth, preserve valued areas and lands, and protect neighborhoods. Urban design and the aesthetics of the community are recognized as a vital component of the quality of life of College Station residents.

The following elements will be included in this chapter:

- ◆ Identification and evaluation of College Station's **community character** through field work, including a windshield survey (building upon preliminary inventory work completed during Phase I). This element will include an analysis of the character and urban form of different areas of the community, focusing on existing development characteristics and future development potential.

- ♦ A **land use plan** will be developed for the existing city limits and defined urban growth area for the time horizon of the Comprehensive Plan based on the need to protect existing land uses and provide for future economic opportunities. The Land Use Plan will illustrate both the pattern and the character of future growth and will provide guidance on how and where College Station will develop in the future. KKC will calibrate and apply its SAVES (Strategic Analysis: Vision Evaluation System) growth and land use scenario model to calculate the spatial requirements for future land use based upon population and economic growth forecasts, in relation to available developable areas (and this work will be coordinated with related SAVES efforts under the Growth Management & Capacity task).
- ♦ Recommend **amendments to the Unified Development Ordinance** regarding the delineation and specification of character-based zoning districts. This will be closely coordinated with the ordinance evaluation for the Implementation & Administration task and will particularly focus on the non-residential districts. Narrative description will be provided regarding the proposed changes to the zoning district structure and content and the similarities and contrasts to the existing districts and standards.
- ♦ An **urban design and community appearance** element will identify opportunities for enhancing the physical character and attractiveness of the community. Public rights-of-way, public projects, and development and redevelopment will be considered with respect to urban design. Specific recommendations as to needed changes to the City's policies and standards will be included.
- ♦ Based on the **natural environment** inventory in the Existing Conditions Report, identify opportunities for preserving College Station's amenities and open space as a means to enhance community character, particularly along corridors, at community gateways and in other key areas. Consideration will be given to tree protection and canopy cover, creeks and natural drainage areas, and the aesthetic and health benefits that these natural assets offer to the community. Information on the benefits of density bonuses will be included.

A special focus of the Community Character chapter will be Unique Community Assets. College Station recognizes that it has certain assets, or areas of the city, that contribute to the uniqueness of the community. These areas provide for a sense of place and development that is representative of the community's values. The purpose of this element is to recognize and incorporate existing special area plans and districts, gateways, and corridors into the Comprehensive Plan, and to identify where further refinement of the districts or their administration may be beneficial. In addition, the plan will establish a process for protecting, measuring and monitoring these community assets. The following items will be included in this element:

- ♦ An administrative structure to reference and integrate **existing plans** into the Comprehensive Plan, including:
  - Wolf Pen Creek
  - Northgate Redevelopment Implementation Plan
  - Business Center at College Station Master Plan
  - City of College Station City Center Master Plan
  - Texas A&M University Campus Master Plan

- ♦ An administrative structure to define, preserve, protect, and enhance the **gateways** to College Station that impact economic well-being and aesthetics to and through the community, including:
  - University Drive
  - SH 6 / Texas Avenue
  - SH 6 / William D. Fitch Parkway
  - SH 6 / Rock Prairie Road
  - South College Avenue
- ♦ An administrative structure to define, preserve, protect, and enhance key **corridors** within the community that impact economic well-being and aesthetics in College Station, including:
  - University Drive
  - Earl Rudder Freeway South
  - Texas Avenue
  - Wellborn Road
  - Future Medical Area (SH 6, Rock Prairie Road & William D. Fitch Parkway)
- ♦ Identification of opportunities for future partnership and cooperation with area **educational systems** (College Station Independent School District and Texas A&M University) to promote good urban design and provide enhanced facilities and expanded educational opportunities for College Station citizens. This element will include identification and recognition of these entities' plans for future expansion, growth and development.
- ♦ Development of criteria and a methodology for the identification and protection of **future community assets**.

**Deliverables:**

- ♦ Community character and urban form analysis (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Land Use Plan background, description and rationale (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Preliminary outline of UDO and zoning district issues and potential recommendations likely to be addressed in Chapter 2 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Urban design and community appearance findings and preliminary outline of potential recommendations likely to be addressed in Chapter 2, including community character considerations related to environmental assets (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Preliminary outline of administrative structure considerations and likely direction in Chapter 2 related to Unique Community Assets (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Preliminary outline of criteria and methodology considerations related to the identification and protection of future community assets (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Chapter 2, Community Character, of Comprehensive Plan document (draft and final).

- ♦ Map figures: (1) Existing Community Character, (2) Land Use Plan, and (3) Community Assets (highlighting special areas/districts/sites, key corridors, and gateway locations) – and reference to the Existing Land Use and Existing Zoning map figures in the Existing Conditions Report.

### Neighborhood Integrity

The purpose of this chapter is to ensure the continued viability and long-term protection of College Station's neighborhoods. Neighborhoods are recognized as making the community unique and contributing to residents' quality of life. Issues such as historic preservation, property maintenance, land use adjacency, neighborhood traffic and student housing can have an impact on the quality and stability of neighborhoods. This chapter will provide guidance for making decisions about the compatibility and appropriateness of proposed developments in context with their immediate and surrounding neighborhoods.

The following elements will be included in this chapter:

- ♦ A **housing element**, the data for which will be developed through field work, including a windshield survey, to evaluate the community's existing housing stock and future housing needs. Existing housing market data from the 2000 Census, as well as the housing condition assessment conducted during the 1997 Comprehensive Plan process (and provided in the 2005-09 Consolidated Plan) will supplement the field work.
- ♦ Identification and evaluation of **neighborhood character** through field work, including a windshield survey, and analysis of the pattern and character of College Station's existing neighborhoods. Neighborhood identity will also be addressed – what makes each neighborhood special?
- ♦ A **historic preservation** element based on the findings from the Historic Preservation Study and Historic Resources Survey that has been commissioned by the City. This element will include recommendations on policy and code amendments to reduce teardowns in older neighborhoods and ensure that infill development is compatible in scale and character. (Through its review role for this element, KKC will offer insights and suggestions given its specialization in teardown impacts and the “too big house” phenomenon.) Consideration will be given to the impacts of infill development in older residential areas and their proximity to Texas A&M University.
- ♦ A **neighborhood enhancement** element which recommends changes to the City's policies and standards, including those related to single-family property maintenance issues.
- ♦ Discussion of **gentrification considerations**, which can be both a benefit and a concern in older neighborhoods. Opportunities for preserving neighborhood character while improving physically deteriorated areas will be identified.
- ♦ A **neighborhood protection** element addressing issues and concerns regarding land use adjacency, student rental housing, neighborhood traffic, and infill development. Areas where existing or future adjacency issues may arise will be identified, and needed policy and code changes will be recommended to ensure that existing neighborhoods are adequately protected from future development. Existing and desired land uses on the fringe of existing

neighborhoods will be identified, and the potential impact of future development on the pattern of a neighborhood will also be considered.

**Deliverables:**

- ◆ Chapter 3, Neighborhood Integrity, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Existing Neighborhood Areas, and (2) Historic Resources – and reference to the Existing Housing Inventory map figure in the Existing Conditions Report.
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

Economic Development

Recognizing that economic development is impacted and shaped by numerous community variables, this chapter will identify, define and analyze the major components and programming elements impacting and driving economic development, redevelopment and reinvestment in College Station. In addition, a major outcome of this overall process will be the refinement and packaging of an economic development program and structure that is unique to the community and a tangible product of its many stakeholders. Finally, a major end result of this effort will be a fully developed economic development plan and reinvestment strategy that is customized to the unique needs of College Station. This multifaceted plan will include economic development goals, strategies, and the necessary implementation actions to see it fully realized.

**Deliverables:**

- ◆ Chapter 4, Economic Development, of Comprehensive Plan document (draft and final).
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

Parks, Art & Leisure

The purpose of this chapter is to recognize and ensure the continued protection and enhancement of the cultural resources and leisure opportunities available to the citizens of College Station. College Station enjoys a diverse and educated population, and the City will support and celebrate this vital component of local quality of life. In addition, the City recognizes the value of leisure and the natural environment and their effects upon the physical and mental health of its citizens.

The following elements will be included in this chapter:

- ◆ The proposed **Parks Master Plan** will be reviewed and revised to ensure continuity with future growth patterns. The master plan will identify existing and future improvement needs and generalized locations for future parks consistent with the identified character of the area that each park is intended to serve. KKC will summarize key elements of the master plan for incorporation into the plan chapter, and results of this element will also be integrated into the Land Use Plan under the Community Character task.

- ♦ The **Greenways Master Plan** will be integrated into the Comprehensive Plan. Specific policies and implementation strategies related to acquisition, land development and preservation will be identified. The results of this element will be coordinated with the Thoroughfare Plan under the Transportation task, and integrated into the Land Use Plan under the Community Character task.
- ♦ This chapter will also emphasize recognition and support of the **Arts**, including art in public places and the performing and visual arts. A methodology for preservation and protection will be included.

#### **Deliverables:**

- ♦ Preliminary summary narrative and graphics drawn from the City-updated Parks Master Plan for potential inclusion in Chapter 5 (for preliminary staff review and concurrence prior to delivery of the complete draft of Chapter 5).
- ♦ Preliminary summary narrative and graphics drawn from the City’s Greenways Master Plan for potential inclusion in Chapter 5, along with a preliminary outline on potential policy and implementation strategies likely to be addressed in Chapter 5 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 5).
- ♦ Preliminary outline of priority arts-related issues and strategies likely to be addressed in Chapter 5 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 5).
- ♦ Chapter 5, Parks, Art & Leisure, of Comprehensive Plan document (draft and final).
- ♦ **Map figures: (1) Existing Parks and Service Areas, and (2) Future Park System.**
- ♦ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

#### Transportation

A transportation plan is a vital component of a Comprehensive Plan to ensure adequate preservation of rights-of-way concurrent with new development. The purpose of this task is to ensure orderly development of the community’s transportation network considering not only facilities for automobiles but other modes of transportation as well, such as pedestrian and bicycle improvements and other mobility issues applicable to community goals and objectives. The transportation plan will include a Thoroughfare Plan to address foreseeable transportation improvement needs over the 20-year planning period. The Thoroughfare Plan will describe the transportation system needed to support the proposed future land use, as well as to provide consideration of preservation of future rights-of-way in development plans and subdivision platting to accommodate the transportation system needed to support that development.

The following elements will be included in this chapter (to be led by subconsultant **Kimley-Horn & Associates – KHA**):

- ♦ An updated **thoroughfare plan** for the existing city limits and future growth area in south Brazos County will provide for a balanced transportation system that provides a high level of connectivity within the community, as well as to the region.
  - 1) A travel demand model will be used to forecast traffic levels along each thoroughfare and ensure that these traffic levels are consistent with the thoroughfare type.
    - a. Update and validate the base year model. This task will involve validation to counts already available and furnished by the City. The City will be responsible for additional counts, if needed.
    - b. Run up to four (4) alternative land use scenarios. This will include coordination with KKC to validate the SAVES model with the model Traffic Analysis Zones (TAZs).
    - c. Include the existing thoroughfare plan alignments and any planned TxDOT facilities.
      - (i) Planned and existing **regional transportation corridors** will be considered in the planning of the College Station transportation system. These existing corridors include SH 6, SH 30, SH 40, FM 60, FM 2154, and FM 2818, while the following corridors are being planned: TTC-69/I-69, SH 249, and the BCS regional loop.
  - 2) Develop **measures of effectiveness** (MOEs) using the travel time index ([mobility.tamu.edu/mmp](http://mobility.tamu.edu/mmp)) that can be used to evaluate the transportation system's performance over time and between corridors. These MOEs will extend further than the typical levels of service analysis to include transit walk sheds, street density, view corridors, and access management.
- ♦ Development of **Context Sensitive Solutions** (CSS) policies to encourage a transportation system that supports and enhances the desired urban form of the community. These policies will consider mobility needs and surrounding land uses and encourage “complete streets” that balance each mode of transportation. This element will be coordinated with the Community Character chapter.
  - 1) Policy Guidelines: Developing a policy on how to develop Context Sensitive Streets is aimed at finding the best street solution for a given area. Broad guidelines are not enough to create the livable street environment that most communities are striving for. The key to good street design can be accomplished by allowing flexibility while at the same time working within a general acceptable design framework. This task will outline specific policies that need to be implemented to achieve the goal of creating livable streets.
  - 2) Design Guidelines: Will be developed to present a new series of street types that are intended to marry the land use and transportation system. These street types will be developed for various land uses and functional classes.

NOTE: This task does not include completion by KHA of additional traffic counts, design guideline updates or revisions, or detailed intersection operations modeling.

KHA will attend up to five (5) meetings throughout the comprehensive planning process (this assumes one KHA representative will be present at each meeting).

**Deliverables:**

- ♦ Measures of effectiveness charts and tables.
- ♦ Context Sensitive Solutions policy guidelines.

- ◆ Context Sensitive Solutions design guidelines (cross sections and bulleted or narrative description for each section).
- ◆ Chapter 6, Transportation, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Thoroughfare Plan – and reference to the Existing Transportation System map figure in the Existing Conditions Report.

## Municipal Services & Community Facilities

Over the last decade College Station has experienced dramatic growth that has increased demands on all City services. The high expectations of College Station's citizens, and the desire of City staff to deliver high quality services, necessitates careful and thoughtful planning to ensure municipal services are maintained at the highest possible level while maintaining fiscal responsibility on behalf of the residents of College Station.

The complexity of the municipal service delivery system requires a highly integrated and strategic approach to service delivery planning. Significant consideration must be given to ensuring citizen and customer access to all desired services. Attention must be also given to the cost of services – for ongoing provision as well as future expansion – so municipal services are both cost effective to deliver and affordable to citizens.

Municipal services such as Community Enhancement, Police, Fire, Emergency Management, Sanitation, and Development Services will be included in this chapter, along with the following elements:

- ◆ Discussion of the **services available** to residents of College Station, and the **benefits of the municipal services received** upon annexation.
- ◆ Definition of **current Levels of Service**. A Service Level Model will be created to define current levels of service for six major service delivery systems operated by the City of College Station, including (1) Public Safety, (2) Utilities, (3) Community Services, (4) Internal Services, (5) Technology, and (6) Administration. Measurable indicators will be created for current service levels. A discussion of financial commitments needed to support current levels of service will be included in this element.
- ◆ Development and recommendation of three **Policy Directives** based on current service levels and using the Service Level Model: (1) a gap analysis of current service levels, (2) a policy statement on desired levels of service for each business line, and (3) goals for service levels for each business line.
- ◆ Discussion of philosophies on the **use of technology** to deliver and enhance services.
- ◆ Refinement of a **Future Municipal Service Paradigm**. Municipal services must respond to the growth and development of College Station. Based on the Current Service Level Model and the policy directives, proposals will be presented to provide municipal services at the agreed upon service levels represented in the Policy Directives. A Future Municipal Service Matrix will be created which strategically identifies how the City will respond to future growth and development. A fiscal impact analysis will also be prepared to quantify the Future Municipal Service Matrix.

This plan chapter will also address community facilities, which are another significant City responsibility and a major component of College Station’s physical, social, and economic fabric. Such facilities help define the identity of the community and contribute to College Station’s social and economic prosperity. Through the development of a thoughtful facilities plan, the City will meet both the needs of the community and the needs of City employees. Population growth and geographic expansion represent significant challenges to the City of College Station. Planning for community facilities, staffing, and equipment must be done well in advance to avoid gaps in services. Along with new construction, adequate attention must be given to expansion, maintenance, and modernization of existing facilities.

Facilities often involve major capital investments and time. Affordability must be balanced with community needs. As such, new facilities must be prioritized in terms of strategic importance to the community to address current and future growth needs. The community facilities portion of this chapter will be prepared in the context of the Community Vision, Goals and Policies adopted by City Council.

The following elements related to community facilities will be included in this chapter (and will be coordinated with the Land Use Plan under the Community Character task):

- ◆ An inventory and assessment of the City’s **current facilities** (as itemized below), recognizing that they serve a broad spectrum of purposes in support of the various programs and services delivered to College Station citizens.
  - Fire
  - Police
  - Library
  - City Center (including City Hall and all municipal buildings)
  - Convention Center/Hotel
  - Support facilities (maintenance yards, storage facilities, etc.)
  - Communications & Technology Infrastructure
  - Parking facilities
  - Landfill
  - Utility facilities (i.e., wastewater treatment plant)
- ◆ Description of **future needs** based on the City’s anticipated growth and geographic expansion. Consideration will be given to municipal, state and national standards for various services and programs; service level commitments; and a forecast of conditions under which the facilities will be expected to function.
- ◆ Recommendations related to the **library system expansion** will be developed based on future growth projections.

**Deliverables:**

- ◆ Chapter 7, Municipal Services, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Community Facilities (existing facilities plus future needs).
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

## Growth Management & Capacity

The main emphasis of this chapter is to guide the future development of College Station in a responsible, controlled manner. This approach should be supported by policies that encourage compact and focused development and redevelopment in areas with adequate infrastructure while preserving open space and neighborhood character, as appropriate. The growth management element will provide the context for future annexations of unincorporated land into College Station and establish strategies to insure that these new areas meet the overall vision, goals and objectives of the plan.

Critical to growth management and capacity considerations is the current status of and outlook for the City's utility infrastructure systems. Utility services are driven by a number of factors, including Certificate of Convenience and Necessity (CCN) geographic service territories, projected land use and densities, the transportation network, existing population and projected growth, annexation, and regulatory requirements. Utility system upgrades and expansions must be planned well in advance to meet projected peak demands and must be commensurate with the City's financial capabilities. Maintenance of existing systems and impact on current utility rates are other fundamental considerations. This plan chapter will include summary information on key findings, policy recommendations, and strategic priorities contained in the City's utility master plans (which the City is in the process of updating), including master plans for water, wastewater, storm water and drainage management, electric, solid waste, and water reuse.

The following elements will be included in this chapter:

- ◆ Description of the capacity of **existing facilities and infrastructure** to support future growth, through summarization of the utility system and facility assessments contained in the City's various utility master plans. Information will also be included on CCN **service territories** and other service providers in the City's growth areas.
- ◆ Description of projected **infrastructure needs** based on projected future population and the Land Use Plan, and through summarization of utility master plan information and conclusions.
- ◆ Identification of **areas that can accommodate the requisite acreage for future growth and development** based on analysis conducted using KKC's SAVES model. This will lead to recommendations regarding where infrastructure capital investments and future annexation activity by the City should be focused. SAVES will be used to quantify more precisely the spatial requirements for accommodating projected growth (in coordination with the Land Use Plan effort under the Community Character task). Two (2) future growth and development scenarios for College Station will be generated, including a "baseline" scenario based on the City's current adopted land use plan, and one other potential scenario for review, modification and consideration. SAVES will project various impacts associated with the modeled scenarios (including factors such as population, employment, housing requirements, school enrollments, trip generation, and park demands). As part of this modeling process, the community will be divided into no more than 15 planning districts to be developed by KKC in coordination with City staff. Other geographic units for modeling and impact scenario planning (such as watersheds, public safety and community facility

service areas, park zones, traffic analysis zones, etc.) may be generated on an additional services basis.

- ♦ A review of existing **annexation plans**, with recommendations on timing and areas for future annexations, in part based on the availability of adequate public facilities and services. This element will also include information on municipal services gained by ETJ residents and properties upon annexation.
- ♦ Specific recommendations to discourage the unlimited **outward growth** of the community and encourage infill development in the core.
- ♦ Specific recommendations related to **funding sources** and ways to pay for and manage growth through such financing mechanisms, including impact fees and user fees.

### **Deliverables:**

- ♦ Preliminary summary narrative and graphics describing the capacity of existing facilities and infrastructure, as drawn from the City's various utility master plans, for potential inclusion in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Preliminary summary narrative and graphics describing projected infrastructure needs, as drawn from the City's various utility master plans, for potential inclusion in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Memorandum on KKC's SAVES modeling approach for College Station following initial data acquisition efforts and meetings and staff interaction (for staff feedback prior to initiating SAVES modeling efforts).
- ♦ Preliminary narrative and graphics regarding the SAVES modeling results and associated planning issues and potential policies and recommendations likely to be addressed in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Preliminary outline of findings and potential discussion and recommendations likely to be addressed in Chapter 8 related to annexation planning (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Preliminary outline of potential policies and recommendations likely to be addressed in Chapter 8 related to sprawl prevention, infill encouragement, and financing strategies in support of more effective growth management (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Chapter 8, Growth Management & Capacity, of Comprehensive Plan document (draft and final).
- ♦ Map figures: (1) Growth Trends & Potential Annexation Phasing, (2) **individual utility master plan maps (as appropriate)**, and (3) **Generalized Future Utility System Needs** – and reference to various growth-related map figures and the Existing Utility Service Areas map figure in the Existing Conditions Report and under the Community Character and Transportation tasks.



## Implementation & Administration

The final phase of the comprehensive planning process will involve development of an administration element to guide implementation efforts and ongoing monitoring. The Comprehensive Plan will be the basis for decision-making on the future development of the City of College Station. The purpose of the administration element is to establish accountability for the implementation of the Comprehensive Plan and provide guidance on the processes to maintain its relevance to the City and its citizens.

The following elements will be included in this chapter:

- ♦ An **implementation plan**, recognizing that specific actions will be required to help realize the future goals of the Comprehensive Plan. To this end, it will be necessary to develop both long- and short-range implementation strategies with an action timeframe and the assignment of responsibilities to specific entities.
- ♦ Itemization and discussion of **specific ordinance recommendations** for effective plan implementation.
- ♦ An **evaluation system** for checking the implementation strategies against the goals of the Comprehensive Plan. The system will include specific measures that will be assessed on an annual basis and reported to the City Council.
- ♦ A defined **update process**, recognizing that while plans are created with the most accurate information and input available at the time, unforeseen situations and circumstances may necessitate minor alterations in individual elements of the Comprehensive Plan. Goals of the plan will not be considered negotiable, but processes will be defined to allow City Council to consider changes that may benefit the City as a whole in light of the goals. Also, pressures of growth may compel specific study beyond what can be provided through the overall plan. Processes will be defined for the initiation and consideration of these detailed studies that will enhance the implementation of the Comprehensive Plan. All update processes will incorporate public input.

### **Deliverables:**

- ♦ Preliminary outline of KKC's planned approach to Chapter 9, including key implementation considerations and procedures likely to be addressed in the chapter based on the results of Phase II to this point (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 9).
- ♦ Preliminary outline of initial findings and likely observations and recommendations to be included in the eventual ordinance evaluation memorandum (interim information for preliminary staff review prior to delivery of the complete memorandum).
- ♦ Chapter 9, Implementation & Administration, of Comprehensive Plan document (draft and final).
- ♦ Summary memorandum outlining the ordinance evaluation findings and recommendations.

### *Project Deliverables*

KKC will provide deliverables through each task of the Comprehensive Plan project. These deliverables will facilitate advisory committee working meetings, periodic releases of information to the media and public, and the orderly completion of the project.

KKC recognizes that all reports, maps and other deliverables prepared or developed in satisfaction of this contractual work program become the property of the City, including all printed deliverables and associated digital files (including GIS shapefiles). All interim project deliverables will be provided to the City in Adobe \*.pdf format for ease of file transfer, reproduction and distribution to the advisory committee, Planning & Zoning Commissioners, City Council, and appropriate City staff members. The \*.pdf versions are also suitable for posting on the City's website. Concurrently, KKC will provide the native electronic files associated with each deliverable. Likewise, as City personnel complete draft chapters, maps, graphics or other work products for which they are responsible under this work program, the City will provide both \*.pdf versions and the native electronic files to KKC for review purposes and so KKC can maintain all electronic files related to the emerging plan document.

Upon project completion, KKC will deliver the following:

- ♦ **Hard copies** in an amount of thirty (30) full-color copies of the final adopted Comprehensive Plan document (in three-ring binder format), including all maps (as printed and provided to KKC by the City), illustrations and related attachments.
- ♦ The **SAVES software** will be released to the City upon project completion. **On-site training** for City staff will be conducted upon substantial completion of the model. KKC will then provide up to eight (8) hours of **service and maintenance support** over a one-year period. Any further technical assistance needed would be provided on an additional services basis. After the first year, a maintenance and service agreement may be executed to allow ongoing technical support and provision of software upgrades (the cost of this service would be on an hourly basis of \$125 per hour or negotiated through an annual service agreement).

Whenever City staff or consultant personnel review draft deliverables prepared by the other party, it will be the responsibility of the City's Project Director or the consultant Project Manager, respectively, to coordinate, compile and forward in a consolidated manner all review comments on and requested/ suggested revisions to such deliverables. While some deliverables may require several rounds of review and revision to ensure that all content issues have been satisfactorily addressed and quality standards met, it benefits all project participants to establish an orderly and concise process for tracking, transmitting and responding to review comments to maintain the integrity of the project timeline and budget. In the case of review comments provided by the City, guidance from the Project Director should be included, as needed, on whether and how the consultant team should address certain comments which may be for information only (e.g., comments from advisory committee members or other outside reviewers) versus those involving specific, staff-recommended revisions.

**Exhibit "B"**

**Payment Terms**

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the percentage complete and written acceptance by the City.

<b>Community and Leadership Participation</b>	<b>\$25,040</b>
<b>Plan Introduction</b>	<b>\$1,260</b>
<b>Existing Conditions</b>	<b>\$5,420</b>
<b>Community Character</b>	<b>\$42,240</b>
<b>Neighborhood Integrity</b>	<b>\$3,120</b>
<b>Parks, Art &amp; Leisure (Parks Master Plan)</b>	<b>\$15,520</b>
<b>Economic Development</b>	<b>\$1,560</b>
<b>Transportation</b>	<b>\$54,050</b>
<b>Municipal Services &amp; Community Facilities</b>	<b>\$3,000</b>
<b>Growth Management &amp; Capacity</b>	<b>\$43,360</b>
<b><u>Implementation &amp; Administration</u></b>	<b><u>\$15,600</u></b>
<b>Total Professional Fees</b>	<b>\$210,170</b>
<b>Reimbursable Expenses (travel &amp; subsistence)</b>	<b>\$6,320</b>
<b><u>Reimbursable Expenses (reproduction, supplies, etc.)</u></b>	<b><u>\$6,500</u></b>
<b>Total expenditures not to exceed</b>	<b>\$222,990</b>

**June 26, 2008**  
**Regular Agenda Item 6**  
**Comprehensive Plan Update - Phase II Contract Amendment No. 2**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of an amendment to the contract for consulting services (Contract #08-041) with Kendig Keast Collaborative for the preparation of Phase II of a new Comprehensive Plan.

**Recommendation(s):** Staff recommends approval of the attached contract amendment for consulting services by Kendig Keast Collaborative (KKC) for Phase II of the Comprehensive Plan.

**Summary:** In November 2007, the Council approved a contract with KKC in the amount of \$322,590 for the development of Phase II of the Comprehensive Plan update.

In January 2008, the contract was amended to revise the indemnity language contained in the approved contract.

At this time, staff seeks to amend the contract with KKC to remove the economic development responsibilities as a result of failure to provide the required services. Staff will perform some of the services with the remainder performed by a consultant specializing in economic development. This amended will reduce the contract amount by \$99,600 to \$222,990, though the removed funds will be used to retain the new consultant for the required services. This amendment does not alter any other provisions of the original contract.

**Budget & Financial Summary:** NA

**Attachments:**

1. Contract Amendment No. 2

AMENDMENT NO. 2 TO CONSULTANT CONTRACT NO. 08-041  
BETWEEN THE CITY OF COLLEGE STATION AND KENDIG  
KEAST COLLABORATIVE

WHEREAS, the City of College Station (the “City”) and Kendig Keast Collaborative (“KKC”) entered into a Consultant Contract on November 2, 2007, for consulting services for Phase II of the Comprehensive Plan Update; and

WHEREAS, the original contract was approved by the City Council on November 2, 2007; and

WHEREAS, the original contract was amended by Amendment No. 1 on January 24, 2008; and

WHEREAS, the City desires now to amend the original contract as amended to revise the payment provisions and the scope of work to make the Economic Development element a City-led task, and thereby amending Exhibit “A” (Scope of Services) and Exhibit “B” (Payment Terms) of the Consultant Contract; and

WHEREAS, the City and KKC agree to amend Exhibit “A” and Exhibit “B” of the Consultant Contract by removing Economic Development from the Scope of Services;

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

1. Article I is amended to revise the payment provision for the project as follows:
  - 1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed Two hundred, twenty-two thousand, nine-hundred and ninety dollars, and NO/100\_(\$ 222,990.00).
2. Exhibit “A” (Scope of Services) of the Consultant Contract is replaced in its entirety with the attached Exhibit “A.”
3. Exhibit “B” is replaced in its entirety with the attached Exhibit “B.”
4. All other terms and conditions of the Consultant Contract as amended remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Consulting Contract as of June 29, 2008.

KENDIG KEAST  
COLLABORATIVE

CITY OF COLLEGE STATION

BY: BRET C KEAST  
Bret C. Keast  
Vice President

6/11/08  
Date

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## **Exhibit “A” Scope of Services**

### **Work Program - Comprehensive Plan Phase II**

Under contract to the **City of College Station** (COCS), Kendig Keast Collaborative (KKC) will continue, in a second phase of work (“Phase II”), to assist the City to update its Comprehensive Plan. KKC will be supported in this effort by subconsultant **Kimley-Horn & Associates, Inc.** for Transportation. This consultant involvement and facilitation will be carried out according to this Work Program and contingent upon the support services outlined under the sections, “City Expectations” and “Joint Expectations.”

#### Background

The City of College Station began the process of re-writing its Comprehensive Plan in mid 2006. The purpose of the new Comprehensive Plan is to create a more workable policy document that will help guide decisions about the future growth and development of the community. The Comprehensive Plan is a statement of the community's vision for the future and a guide to achieving that vision. It will anticipate growth and guide that growth in a manner that provides College Station with a balance of land uses that promote economic growth, while retaining the quality of life enjoyed by its residents.

The City is updating the Comprehensive Plan in order to:

- ♦ determine College Station’s vision for the future;
- ♦ decide which types of development opportunities are compatible with the vision;
- ♦ determine where and how College Station should grow;
- ♦ provide guidance in making land use and transportation decisions;
- ♦ preserve and improve the integrity of neighborhoods and overall quality of life;
- ♦ promote economic development;
- ♦ ensure that the City meets the expectation of its residents in the delivery of services; and
- ♦ remain fiscally responsible on behalf of the citizens of College Station.

The Comprehensive Plan will be the guiding policy document for the decisions that are made for the community.

The development of the Comprehensive Plan is being completed in two phases. The first phase included the creation of a vision by the community, and goals and policies to support the vision. The first phase was completed in August 2007. Phase II of the Comprehensive Plan is anticipated to be complete in late 2008.

#### Delineation of Responsibilities for Work Program

The purpose of this Work Program is to facilitate the preparation and adoption of the second phase of the Comprehensive Plan. This scope of work describes the chapters and elements associated with the preparation of the City of College Station's Comprehensive Plan. **The**

**chapters outlined in the following pages include work by both the consulting team and City staff.** In order to create a plan that is unique to the City of College Station, City staff, with participation from the Comprehensive Plan Advisory Committee (CPAC), will craft several of the plan elements in cooperation with the consulting team. The expectations of the consulting team and City staff are outlined in the table below and then described in more detail in the sections that follow.

Responsibility for Comprehensive Plan Chapters/Elements

<b>Plan Chapter</b>	<b>Lead Responsibility</b>	<b>Comments</b>
Introduction	COCS	- KKC review (of City-prepared plan chapter)
Existing Conditions Report (separate from Plan document)	COCS	- KKC review
Community Character - including Unique Community Assets element	KKC	
Neighborhood Integrity	COCS	- KKC review
Economic Development	COCS	- KKC review
Parks, Art & Leisure	COCS / KKC (Parks Master Plan Update)	- KKC summarization of Parks Master Plan key elements in plan chapter
Transportation	KHA (KKC Sub)	
Municipal Services & Community Facilities	COCS	- KKC review
Growth Management & Capacity - including Utilities element	KKC COCS (Utility Master Plan Updates)	- KKC summarization of Utility Master Plan key elements in plan chapter
Implementation & Administration	KKC	

NOTE: In the table above and throughout this Work Program, text in **black** indicates items which are the responsibility of the consultant team while items in **maroon** are the responsibility of the City.

#### Consultant Expectations

The consulting team will:

- ◆ Identify a single individual as the consultant team’s Principal in Charge, who will have ultimate responsibility for the performance of the contractual services, and another individual

as the consultant Project Manager, who will serve as the consultant team’s primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and Consultant personnel, resources, and capabilities.

- ♦ Provide monthly written progress reports to the City in a format that clearly indicates completion of –or significant interim steps in preparation for or toward completion of – all project deliverables and meetings specified in this work program. The reports will also indicate activities scheduled for the next progress report period and document any project delays or difficulties encountered and measures taken in coordination with City staff to overcome them.
- ♦ Provide general direction – and direct assistance as specified in this Work Program – on tasks that are identified to be led by City staff.
- ♦ Establish document templates and associated style rules for all plan chapters and map figures to be included in the plan document to ensure consistent organization, format, appearance and quality.
- ♦ Prepare brief, bulleted summaries of key points raised, questions discussed, and follow-up actions identified during project meetings for which KKC is the lead facilitator (not to include meetings which City staff lead and KKC personnel only attend/observe).
- ♦ Review and provide comments on all draft and revised plan chapters/elements prepared by City staff, and have responsibility for identifying necessary revisions to all plan chapters/elements to address consistency in writing styles and in planning philosophy throughout the plan document. (City staff will be responsible for making all revisions to City-prepared plan chapters/elements based on specific consultant – and CPAC/other – review comments. The consultant team will not be involved in any rewriting of City-prepared draft text or drafting of new or supplemental text in City-prepared plan chapters/elements except as specified for particular tasks in this Work Program. Additionally, the consultant team will not be responsible for the accuracy of technical data and/or content included or cited in any chapters/elements prepared by City staff.)
- ♦ Provide information and guidance on recommended ordinance changes and sample ordinance provisions based on the proposed Comprehensive Plan goals, policies and actions.
- ♦ Package all the final, approved plan chapters into a single, cohesive document which meets both the consultant team’s and the City’s quality standards.
- ♦ Oversee the production and delivery to the City of the as-adopted comprehensive plan document, including all illustrations and related attachments, and incorporating all final map figures as printed and provided to KKC by the City (in the quantity specified in the Project Deliverables section of this Work Program).

### Joint Expectations

Both the City and the consulting team will jointly be responsible for:

- ♦ Completing project status conference calls at least every three weeks throughout the duration of the project, including sharing by City staff of an up-to-date “project log” of plan-related activities, meetings, and work items completed by City staff (similar to that maintained by KKC throughout the project).
- ♦ Allotting time for City staff and consultant team representatives to meet on the day of scheduled meetings in College Station, prior to such meetings (i.e., CPAC, P&Z, public events, etc.), to coordinate on project issues and/or final meeting preparation and logistics.

- ♦ Preparing and maintaining a workable and detailed project schedule (of all deliverables and meetings) for the Phase II Work Program that ensures steady progress and prompt results while assuring adequate time for citizen and stakeholder involvement and meaningful review and comment prior to formal public hearings and adoption procedures. This schedule must especially clarify the planned work flow and associated coordination and interaction between City staff and the consultant team to ensure that all project milestones are met in a timely manner and the overall Phase II schedule is maintained throughout – allowing for appropriate and mutually agreed upon adjustments along the way based on project developments. **An initial schedule will be drafted as an immediate work item as soon as Phase II is initiated.**
- ♦ Establishing mutually agreed upon deadline dates by which draft plan chapters/elements or other project handouts or materials to be prepared by either party must be ready and available for distribution or release – or for internal review and comment by the other party – prior to scheduled project meetings or events (and original and/or PDF versions of such materials shall be promptly delivered to the other party via email or FTP). In particular, all deliverables associated with a meeting, as prepared by the consultant team or City staff, shall be provided to the other (reviewing) party no less than three (3) weeks prior to the meeting. The reviewing party will have one (1) week to review the materials, which will be revised based on the review comments and provided one (1) week in advance of the meeting.
- ♦ Sharing relevant reference materials, data (and data sources), photos/graphics, and electronic files that both parties have acquired and/or should be aware of as general background information or as a potential input to preparation and/or revision of certain plan chapters/elements, presentations, or other project materials.
- ♦ Establishing a GIS data structure, through coordination between appropriate City and consultant technical personnel, to ensure the efficiency and reliability of necessary data-sharing throughout the project. The City will be responsible for printing/plotting all draft and final maps during the project. KKC will provide the City a “map layout” for use as a template, consistent with the overall plan document format, for all map figures the City is responsible for preparing. For those maps KKC is responsible for preparing, KKC will provide the City appropriate data files (shapefiles) for the City to use in creating and printing the maps for stakeholder/public distribution.
- ♦ Assuring the basic quality of all work products prepared and delivered by each party to the other through internal review and quality control procedures by both the City and consultant team. All deliverables should receive final internal review and be delivered by the City’s Project Director and the consultant Project Manager, respectively. Any work product that upon delivery is found to be substantially below basic quality standards (e.g., not prepared in agreed-upon templates, not following agreed-upon organization and style rules, containing extensive spelling and/or grammatical errors, etc.) will be returned for further attention prior to review by the other party.
- ♦ Preparing for and leading presentations and facilitating discussions at project meetings and briefings (CPAC, Planning & Zoning Commission, City Council, public meetings, etc.), depending on whether the consultant team or City staff had lead responsibility for preparing the relevant plan chapter/element or other information/materials to be covered at each respective meeting or briefing. Necessary handouts or graphic aids for all meetings will be prepared by the lead party (City or consultant team), unless otherwise specified in this Work Program or mutually agreed upon in advance of a particular meeting or event.

- ◆ Exchanging with the other party, upon project completion, electronic files on compact disc of all plan-related documents in their native format (e.g., Microsoft Word, Excel, PowerPoint; ESRI-compatible formats, etc.), including all supporting graphics, tables, illustrations, maps, and other elements of the plan.

### City Expectations

The City of College Station will:

- ◆ Identify a single individual as the City's Project Director, who will serve as the City's primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and Consultant personnel, resources, and capabilities.
- ◆ Provide the consultant team written summaries, and copies of any handouts/materials, from all plan-related meetings not attended by the consultant team members.
- ◆ Provide to the consultant team all available data, maps, air photos, previous reports/plans/studies, and other information that is available to the City in digital format and is pertinent and necessary for development of each plan chapter/element for which the consultant team is primarily responsible. Prompt compilation and delivery of such resource materials to the consultant is an essential prerequisite for initiation of the Comprehensive Plan process and timely progress on various initial study tasks. The City will reproduce all hard-copy materials such that they will not require return upon project completion (or will provide materials in PDF or other readily usable electronic formats).
- ◆ Based upon guidance provided by the consultant team, make contacts with agencies and organizations for data collection and coordination purposes, obtain necessary data and electronic maps, arrange meetings as needed, and make these entities aware of the comprehensive planning process.
- ◆ Ensure that key City personnel, advisory board members, and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for development of the various plan chapters (for City staff, this will occur particularly through the Staff Resource Team, or SRT). This will include potential formal or informal meetings and briefings with City Council as specified in this Work Program.
- ◆ Immediately upon initiation of Phase II, provide an updated, detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources, such as the Brazos County Appraisal District. This will enable the consultant team to identify and confirm any new data/information that has become available since the initial data delivery from the City at the start of Phase I.
- ◆ Reproduce and forward each draft project submittal provided via email by the consultant team to each CPAC member and key City staff members. In addition, each draft deliverable will be provided to the City Council for courtesy review and discussion as the plan update process proceeds. An item should be added to the Planning & Zoning Commission and City Council agendas throughout the duration of the comprehensive planning process to provide ongoing discussion opportunities for the Commission and Council and to allow for overall direction of the plan update. City staff will be responsible for providing briefings to the

Commission and Council at regular intervals throughout the process, except where consultant-led briefings are provided for in this Work Program.

- ◆ Conduct public information activities in conjunction with major public meetings and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the City's website.
- ◆ Use the City's website to disseminate information and inform, update and educate the public about the ongoing comprehensive planning process. The consultant team will provide already-completed Microsoft Word documents or ArcView GIS maps in PDF format, which can be easily posted on the City's website.
- ◆ Provide ongoing administrative support for the CPAC, which was established during Phase I. One or more members of the Planning & Zoning Commission and City Council should be included for liaison and tracking purposes throughout the project. The City's support services will include arranging meeting locations, preparing and distributing meeting notices, and preparing and reproducing agendas and other handouts (from a reproducible original provided by the consultant team when the consultant team had lead responsibility for preparing such materials). The City will also provide three-ring binders with section dividers for all CPAC members, involved City officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The project notebooks should include rosters and contact information for members of the CPAC, Planning & Zoning Commission, City Council, and key City staff, plus the detailed project schedule.
- ◆ Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in this Work Program, including adequate setup for presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.). The City's support services will include providing public and news media notification of public meetings, producing/ mailing/ distributing notices, preparing and reproducing agendas and other handout materials, providing sign-in sheets and otherwise documenting meeting attendance, and providing refreshments. The City will also be responsible for inviting members of City Boards and Commissions and representatives of other key agencies and community organizations to attend public meetings related to the plan update process.
- ◆ Commit the necessary resources to adequately prepare for and promote any significant community outreach events to be conducted in Phase II (similar to the Citizens Congress event in Phase I) to ensure significant attendance, participation, and media coverage. The City might consider inviting other key community organizations to co-sponsor or "co-host" the event and provide further logistical support. The City's responsibilities will include securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.), creating and distributing promotional posters and/ or flyers, preparing and distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards, making arrangements for snacks/ beverages and entertainment (school choir or orchestra, local musician, etc.), providing greeters and City staff or volunteers to staff a sign-in table, assigning City staff to assist with any planned small-group breakout sessions,

arranging for City officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes (optional), and reproducing a program/agenda for the event which could include an insert or “tear-off” form for submitting written comments and ideas. KKC will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.

## Phase II Tasks

### Community & Leadership Participation

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Community involvement is an essential part of preparing a comprehensive plan to ensure that the plan reflects the values and priorities of the community. A broad cross section of stakeholders, including those involved in local organizations, representatives from local and regional coordinating agencies, and residents will be invited to participate in the continuing plan development process to provide input and react to plan proposals toward defining the future of the community. The public and leadership involvement process initiated in Phase I will carry over into this phase and will be closely coordinated with potential community education efforts envisioned by the City and to be carried out entirely by City staff.

The following activities will be included in this task:

#### Task Activities

- ◆ Conduct a **Phase II kick-off meeting** with key City staff members to review the scope of work, data/information needs, and other project logistics; formulate a detailed project schedule; discuss the preferred format for CPAC meetings; and coordinate on the format of plan chapters, maps and graphics so templates may be established for use by City and consultant staff.
- ◆ Participate in up to four (4) working meetings with the City’s **Staff Resource Team (SRT)** during the course of Phase II, all of which will be scheduled to occur during planned project trips.
- ◆ Attend up to twelve (12) working meetings with the City’s **Comprehensive Plan Advisory Committee (CPAC)** for presentation, review and discussion of plan issues, draft plan materials, and other pertinent topics.
- ◆ Attendance by one (1) KKC principal at up to **two (2) additional meetings**, yet to be specified prior to project initiation, but as needed on a contingency basis during the course of the project.
- ◆ Concurrently with a planned project trip, provide a **briefing to the City Council at a mid-point in the plan development process** to inform them of the project status, receive their feedback and direction on emerging plan proposals, and ensure the plan is consistent with their expectations.
- ◆ Complete a **community Open House event** when an overall draft of the Comprehensive Plan is ready for public review. Individual stations will be set up to display the various plan

elements and maps, highlight significant action recommendations, address questions, and allow informal dialogue and formal acceptance of public comments and feedback. The event will be advertised by the City as an open format over several hours on one evening. KKC will be responsible for producing an original of a one- to two-page summary of each plan chapter, applicable exhibits, and an overview PowerPoint presentation.

- ♦ Complete an extended **joint workshop with the Planning & Zoning Commission and City Council** to overview the draft plan, providing an opportunity for their detailed review and consideration.
- ♦ Complete a **“first-and-next-step” implementation workshop**, following and held concurrently with the joint workshop in the previous item, to identify plan implementation priorities, timing, and responsible departments or entities. KKC will prepare a series of poster sheets with the action recommendations that are potentially of highest priority. Then workshop participants will each be given an opportunity to “vote” on their top priorities (number to be determined). Upon determination of the consensus priorities, KKC will facilitate discussion of the timing and administration of these tasks. The outcome of this exercise will be incorporated into a summary action table in the final plan document.
- ♦ Attend a **City Council public hearing**, at which KKC will present the highlights of the final proposed Comprehensive Plan in coordination with City staff.
- ♦ In coordination with City staff, help to identify **project-related items to be posted on the City’s website** by City staff (e.g., project schedule, interim draft plan chapters and maps, and other materials already provided by KKC in Adobe \*.pdf format).

#### **Deliverables:**

- ♦ One (1) reproducible original of any handouts or display materials to be distributed or on display at particular meetings and workshops, as a supplement to the draft plan elements to be reviewed and discussed at such meetings.
- ♦ PowerPoint presentations as needed for particular meetings and workshops (draft and final).

#### **Plan Introduction**

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This element will include a definition of “Comprehensive Plan,” the benefits of having a Comprehensive Plan, a brief discussion of the importance of updating College Station’s plan, and the relationship of the update to the 1997 Comprehensive Plan. It will also provide background information on the comprehensive planning process, including an overview of the public input opportunities and activities that facilitated the completion of the document. Lastly, it will include the resulting vision for the City of College Station.

The following elements will be included in this chapter:

- ♦ An **educational component**, including an explanation of what a Comprehensive Plan is, why College Station has one, the benefits of the plan, and the City’s authority to adopt a Comprehensive Plan.

- ◆ An explanation of the **Comprehensive Plan process** used, including public input opportunities, the role of the Comprehensive Plan Advisory Committee (CPAC), the Staff Resource Team (SRT), the Planning & Zoning Commission, and the City Council.
- ◆ The definition and delineation of the **Comprehensive Plan study/planning area**, which will include the existing city limits and extraterritorial jurisdiction (ETJ) plus any immediate contiguous areas that could reasonably be added to the ETJ over the 20-year plan horizon through annexation activity by the City.
- ◆ The **Vision** for the City of College Station, including a graphic demonstration of the relationship between the vision and the plan goals and policies.

### **Deliverables:**

- ◆ Chapter 1, Introduction, of Comprehensive Plan document (draft and final).
- ◆ Map figure: (1) Comprehensive Plan study/planning area.
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

### Existing Conditions Report

To develop a meaningful plan, it is important to know what kinds of growth pressures are expected to influence the City's future. Trends, projections, and assumptions provide numerical benchmarks to help determine if the plan is realistic and reasonable. To that end, a thorough understanding of the existing conditions serves as the springboard for drafting the chapters of the plan. This report will provide a detailed description of the planning area's natural and built environment. It will also include a demographic and economic profile of the planning area.

The following elements will be included in this report:

- ◆ A brief **historical background** on the City of College Station.
- ◆ Brief description of College Station's **regional context**, including its relationship to the adjacent City of Bryan.
- ◆ Information on current **demographics and community trends**, including population information, median age, household size, growth trends, building permit activity, etc.
- ◆ A **housing inventory**, to include information on the current inventory of dwelling units (single-family, duplex, and multi-family) and housing characteristics such as median home value, size, mean density, owner versus renter occupied, etc.
- ◆ A brief background on the key economic indicators in the area, and a history of the **economic development** strategy in College Station, including the role of the Research Valley Partnership (RVP).
- ◆ Information on **local employment and job creation**, including household income, educational attainment, employment by sector, etc.
- ◆ An overview of the **geography** of the area, including soil type, vegetation, topography, floodplain and other physical attributes.

- ◆ An inventory of **natural environmental features** which can pose constraints to significant urban development in particular areas and/or provide amenities and value to nearby development when preserved and enhanced (e.g., creeks and other water features, wetland and riparian areas, forested areas and significant mature trees in the community, etc.).
- ◆ Consideration will be given to tree protection and canopy cover, creeks and natural drainage areas
- ◆ An inventory and assessment of the existing **transportation system**.
- ◆ An inventory of **existing land uses and existing zoning** of property in the City of College Station (to be coordinated closely with the community character field work and mapping to be conducted by KKC under the Community Character task).
- ◆ **Existing utility service** areas, capacities and information relating to the multiple service providers within the study area.
- ◆ A review of and reference to other **existing and viable plans** such as the Wolf Pen Creek Master Plan.

#### **Deliverables:**

- ◆ Existing Conditions Report, formatted and published as a separate, stand-alone report and complementary document in support of the Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) thematic maps related to demographics, housing, and economic indicators; (2) Existing Housing Inventory; (3) Physical Setting; (4) Existing Transportation System; (5) Existing Land Use; (6) Existing Zoning; and (7) Existing Utility Service Areas.
- ◆ KKC/KHA/ESI review memorandum with specific comments, questions and suggested revisions to the City-prepared report and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

#### Community Character

Understanding College Station's character as a city and the character of individual areas within the community is vital to protecting it. The purpose of this chapter is to identify community character and establish the necessary guidance that will be used in making decisions about the compatibility and appropriateness of individual developments within the context of the larger community. The future land use plan will serve to direct development, manage the pattern and character of future growth, preserve valued areas and lands, and protect neighborhoods. Urban design and the aesthetics of the community are recognized as a vital component of the quality of life of College Station residents.

The following elements will be included in this chapter:

- ◆ Identification and evaluation of College Station's **community character** through field work, including a windshield survey (building upon preliminary inventory work completed during Phase I). This element will include an analysis of the character and urban form of different areas of the community, focusing on existing development characteristics and future development potential.

- ♦ A **land use plan** will be developed for the existing city limits and defined urban growth area for the time horizon of the Comprehensive Plan based on the need to protect existing land uses and provide for future economic opportunities. The Land Use Plan will illustrate both the pattern and the character of future growth and will provide guidance on how and where College Station will develop in the future. KKC will calibrate and apply its SAVES (Strategic Analysis: Vision Evaluation System) growth and land use scenario model to calculate the spatial requirements for future land use based upon population and economic growth forecasts, in relation to available developable areas (and this work will be coordinated with related SAVES efforts under the Growth Management & Capacity task).
- ♦ Recommend **amendments to the Unified Development Ordinance** regarding the delineation and specification of character-based zoning districts. This will be closely coordinated with the ordinance evaluation for the Implementation & Administration task and will particularly focus on the non-residential districts. Narrative description will be provided regarding the proposed changes to the zoning district structure and content and the similarities and contrasts to the existing districts and standards.
- ♦ An **urban design and community appearance** element will identify opportunities for enhancing the physical character and attractiveness of the community. Public rights-of-way, public projects, and development and redevelopment will be considered with respect to urban design. Specific recommendations as to needed changes to the City's policies and standards will be included.
- ♦ Based on the **natural environment** inventory in the Existing Conditions Report, identify opportunities for preserving College Station's amenities and open space as a means to enhance community character, particularly along corridors, at community gateways and in other key areas. Consideration will be given to tree protection and canopy cover, creeks and natural drainage areas, and the aesthetic and health benefits that these natural assets offer to the community. Information on the benefits of density bonuses will be included.

A special focus of the Community Character chapter will be Unique Community Assets. College Station recognizes that it has certain assets, or areas of the city, that contribute to the uniqueness of the community. These areas provide for a sense of place and development that is representative of the community's values. The purpose of this element is to recognize and incorporate existing special area plans and districts, gateways, and corridors into the Comprehensive Plan, and to identify where further refinement of the districts or their administration may be beneficial. In addition, the plan will establish a process for protecting, measuring and monitoring these community assets. The following items will be included in this element:

- ♦ An administrative structure to reference and integrate **existing plans** into the Comprehensive Plan, including:
  - Wolf Pen Creek
  - Northgate Redevelopment Implementation Plan
  - Business Center at College Station Master Plan
  - City of College Station City Center Master Plan
  - Texas A&M University Campus Master Plan

- ♦ An administrative structure to define, preserve, protect, and enhance the **gateways** to College Station that impact economic well-being and aesthetics to and through the community, including:
  - University Drive
  - SH 6 / Texas Avenue
  - SH 6 / William D. Fitch Parkway
  - SH 6 / Rock Prairie Road
  - South College Avenue
- ♦ An administrative structure to define, preserve, protect, and enhance key **corridors** within the community that impact economic well-being and aesthetics in College Station, including:
  - University Drive
  - Earl Rudder Freeway South
  - Texas Avenue
  - Wellborn Road
  - Future Medical Area (SH 6, Rock Prairie Road & William D. Fitch Parkway)
- ♦ Identification of opportunities for future partnership and cooperation with area **educational systems** (College Station Independent School District and Texas A&M University) to promote good urban design and provide enhanced facilities and expanded educational opportunities for College Station citizens. This element will include identification and recognition of these entities' plans for future expansion, growth and development.
- ♦ Development of criteria and a methodology for the identification and protection of **future community assets**.

**Deliverables:**

- ♦ Community character and urban form analysis (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Land Use Plan background, description and rationale (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Preliminary outline of UDO and zoning district issues and potential recommendations likely to be addressed in Chapter 2 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Urban design and community appearance findings and preliminary outline of potential recommendations likely to be addressed in Chapter 2, including community character considerations related to environmental assets (interim narrative and graphics for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Preliminary outline of administrative structure considerations and likely direction in Chapter 2 related to Unique Community Assets (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Preliminary outline of criteria and methodology considerations related to the identification and protection of future community assets (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 2).
- ♦ Chapter 2, Community Character, of Comprehensive Plan document (draft and final).

- ♦ Map figures: (1) Existing Community Character, (2) Land Use Plan, and (3) Community Assets (highlighting special areas/districts/sites, key corridors, and gateway locations) – and reference to the Existing Land Use and Existing Zoning map figures in the Existing Conditions Report.

### Neighborhood Integrity

The purpose of this chapter is to ensure the continued viability and long-term protection of College Station's neighborhoods. Neighborhoods are recognized as making the community unique and contributing to residents' quality of life. Issues such as historic preservation, property maintenance, land use adjacency, neighborhood traffic and student housing can have an impact on the quality and stability of neighborhoods. This chapter will provide guidance for making decisions about the compatibility and appropriateness of proposed developments in context with their immediate and surrounding neighborhoods.

The following elements will be included in this chapter:

- ♦ A **housing element**, the data for which will be developed through field work, including a windshield survey, to evaluate the community's existing housing stock and future housing needs. Existing housing market data from the 2000 Census, as well as the housing condition assessment conducted during the 1997 Comprehensive Plan process (and provided in the 2005-09 Consolidated Plan) will supplement the field work.
- ♦ Identification and evaluation of **neighborhood character** through field work, including a windshield survey, and analysis of the pattern and character of College Station's existing neighborhoods. Neighborhood identity will also be addressed – what makes each neighborhood special?
- ♦ A **historic preservation** element based on the findings from the Historic Preservation Study and Historic Resources Survey that has been commissioned by the City. This element will include recommendations on policy and code amendments to reduce teardowns in older neighborhoods and ensure that infill development is compatible in scale and character. (Through its review role for this element, KKC will offer insights and suggestions given its specialization in teardown impacts and the “too big house” phenomenon.) Consideration will be given to the impacts of infill development in older residential areas and their proximity to Texas A&M University.
- ♦ A **neighborhood enhancement** element which recommends changes to the City's policies and standards, including those related to single-family property maintenance issues.
- ♦ Discussion of **gentrification considerations**, which can be both a benefit and a concern in older neighborhoods. Opportunities for preserving neighborhood character while improving physically deteriorated areas will be identified.
- ♦ A **neighborhood protection** element addressing issues and concerns regarding land use adjacency, student rental housing, neighborhood traffic, and infill development. Areas where existing or future adjacency issues may arise will be identified, and needed policy and code changes will be recommended to ensure that existing neighborhoods are adequately protected from future development. Existing and desired land uses on the fringe of existing

neighborhoods will be identified, and the potential impact of future development on the pattern of a neighborhood will also be considered.

#### **Deliverables:**

- ♦ Chapter 3, Neighborhood Integrity, of Comprehensive Plan document (draft and final).
- ♦ Map figures: (1) Existing Neighborhood Areas, and (2) Historic Resources – and reference to the Existing Housing Inventory map figure in the Existing Conditions Report.
- ♦ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

#### Economic Development

Recognizing that economic development is impacted and shaped by numerous community variables, this chapter will identify, define and analyze the major components and programming elements impacting and driving economic development, redevelopment and reinvestment in College Station. In addition, a major outcome of this overall process will be the refinement and packaging of an economic development program and structure that is unique to the community and a tangible product of its many stakeholders. Finally, a major end result of this effort will be a fully developed economic development plan and reinvestment strategy that is customized to the unique needs of College Station. This multifaceted plan will include economic development goals, strategies, and the necessary implementation actions to see it fully realized.

#### **Deliverables:**

- ♦ Chapter 4, Economic Development, of Comprehensive Plan document (draft and final).
- ♦ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

#### Parks, Art & Leisure

The purpose of this chapter is to recognize and ensure the continued protection and enhancement of the cultural resources and leisure opportunities available to the citizens of College Station. College Station enjoys a diverse and educated population, and the City will support and celebrate this vital component of local quality of life. In addition, the City recognizes the value of leisure and the natural environment and their effects upon the physical and mental health of its citizens.

The following elements will be included in this chapter:

- ♦ The proposed **Parks Master Plan** will be reviewed and revised to ensure continuity with future growth patterns. The master plan will identify existing and future improvement needs and generalized locations for future parks consistent with the identified character of the area that each park is intended to serve. KKC will summarize key elements of the master plan for incorporation into the plan chapter, and results of this element will also be integrated into the Land Use Plan under the Community Character task.

- ♦ The **Greenways Master Plan** will be integrated into the Comprehensive Plan. Specific policies and implementation strategies related to acquisition, land development and preservation will be identified. The results of this element will be coordinated with the Thoroughfare Plan under the Transportation task, and integrated into the Land Use Plan under the Community Character task.
- ♦ This chapter will also emphasize recognition and support of the **Arts**, including art in public places and the performing and visual arts. A methodology for preservation and protection will be included.

#### **Deliverables:**

- ♦ Preliminary summary narrative and graphics drawn from the City-updated Parks Master Plan for potential inclusion in Chapter 5 (for preliminary staff review and concurrence prior to delivery of the complete draft of Chapter 5).
- ♦ Preliminary summary narrative and graphics drawn from the City’s Greenways Master Plan for potential inclusion in Chapter 5, along with a preliminary outline on potential policy and implementation strategies likely to be addressed in Chapter 5 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 5).
- ♦ Preliminary outline of priority arts-related issues and strategies likely to be addressed in Chapter 5 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 5).
- ♦ Chapter 5, Parks, Art & Leisure, of Comprehensive Plan document (draft and final).
- ♦ **Map figures: (1) Existing Parks and Service Areas, and (2) Future Park System.**
- ♦ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

#### Transportation

A transportation plan is a vital component of a Comprehensive Plan to ensure adequate preservation of rights-of-way concurrent with new development. The purpose of this task is to ensure orderly development of the community’s transportation network considering not only facilities for automobiles but other modes of transportation as well, such as pedestrian and bicycle improvements and other mobility issues applicable to community goals and objectives. The transportation plan will include a Thoroughfare Plan to address foreseeable transportation improvement needs over the 20-year planning period. The Thoroughfare Plan will describe the transportation system needed to support the proposed future land use, as well as to provide consideration of preservation of future rights-of-way in development plans and subdivision platting to accommodate the transportation system needed to support that development.

The following elements will be included in this chapter (to be led by subconsultant **Kimley-Horn & Associates – KHA**):

- ♦ An updated **thoroughfare plan** for the existing city limits and future growth area in south Brazos County will provide for a balanced transportation system that provides a high level of connectivity within the community, as well as to the region.
  - 1) A travel demand model will be used to forecast traffic levels along each thoroughfare and ensure that these traffic levels are consistent with the thoroughfare type.
    - a. Update and validate the base year model. This task will involve validation to counts already available and furnished by the City. The City will be responsible for additional counts, if needed.
    - b. Run up to four (4) alternative land use scenarios. This will include coordination with KKC to validate the SAVES model with the model Traffic Analysis Zones (TAZs).
    - c. Include the existing thoroughfare plan alignments and any planned TxDOT facilities.
      - (i) Planned and existing **regional transportation corridors** will be considered in the planning of the College Station transportation system. These existing corridors include SH 6, SH 30, SH 40, FM 60, FM 2154, and FM 2818, while the following corridors are being planned: TTC-69/I-69, SH 249, and the BCS regional loop.
  - 2) Develop **measures of effectiveness** (MOEs) using the travel time index ([mobility.tamu.edu/mmp](http://mobility.tamu.edu/mmp)) that can be used to evaluate the transportation system's performance over time and between corridors. These MOEs will extend further than the typical levels of service analysis to include transit walk sheds, street density, view corridors, and access management.
- ♦ Development of **Context Sensitive Solutions** (CSS) policies to encourage a transportation system that supports and enhances the desired urban form of the community. These policies will consider mobility needs and surrounding land uses and encourage “complete streets” that balance each mode of transportation. This element will be coordinated with the Community Character chapter.
  - 1) Policy Guidelines: Developing a policy on how to develop Context Sensitive Streets is aimed at finding the best street solution for a given area. Broad guidelines are not enough to create the livable street environment that most communities are striving for. The key to good street design can be accomplished by allowing flexibility while at the same time working within a general acceptable design framework. This task will outline specific policies that need to be implemented to achieve the goal of creating livable streets.
  - 2) Design Guidelines: Will be developed to present a new series of street types that are intended to marry the land use and transportation system. These street types will be developed for various land uses and functional classes.

NOTE: This task does not include completion by KHA of additional traffic counts, design guideline updates or revisions, or detailed intersection operations modeling.

KHA will attend up to five (5) meetings throughout the comprehensive planning process (this assumes one KHA representative will be present at each meeting).

**Deliverables:**

- ♦ Measures of effectiveness charts and tables.
- ♦ Context Sensitive Solutions policy guidelines.

- ◆ Context Sensitive Solutions design guidelines (cross sections and bulleted or narrative description for each section).
- ◆ Chapter 6, Transportation, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Thoroughfare Plan – and reference to the Existing Transportation System map figure in the Existing Conditions Report.

## Municipal Services & Community Facilities

Over the last decade College Station has experienced dramatic growth that has increased demands on all City services. The high expectations of College Station's citizens, and the desire of City staff to deliver high quality services, necessitates careful and thoughtful planning to ensure municipal services are maintained at the highest possible level while maintaining fiscal responsibility on behalf of the residents of College Station.

The complexity of the municipal service delivery system requires a highly integrated and strategic approach to service delivery planning. Significant consideration must be given to ensuring citizen and customer access to all desired services. Attention must be also given to the cost of services – for ongoing provision as well as future expansion – so municipal services are both cost effective to deliver and affordable to citizens.

Municipal services such as Community Enhancement, Police, Fire, Emergency Management, Sanitation, and Development Services will be included in this chapter, along with the following elements:

- ◆ Discussion of the **services available** to residents of College Station, and the **benefits of the municipal services received** upon annexation.
- ◆ Definition of **current Levels of Service**. A Service Level Model will be created to define current levels of service for six major service delivery systems operated by the City of College Station, including (1) Public Safety, (2) Utilities, (3) Community Services, (4) Internal Services, (5) Technology, and (6) Administration. Measurable indicators will be created for current service levels. A discussion of financial commitments needed to support current levels of service will be included in this element.
- ◆ Development and recommendation of three **Policy Directives** based on current service levels and using the Service Level Model: (1) a gap analysis of current service levels, (2) a policy statement on desired levels of service for each business line, and (3) goals for service levels for each business line.
- ◆ Discussion of philosophies on the **use of technology** to deliver and enhance services.
- ◆ Refinement of a **Future Municipal Service Paradigm**. Municipal services must respond to the growth and development of College Station. Based on the Current Service Level Model and the policy directives, proposals will be presented to provide municipal services at the agreed upon service levels represented in the Policy Directives. A Future Municipal Service Matrix will be created which strategically identifies how the City will respond to future growth and development. A fiscal impact analysis will also be prepared to quantify the Future Municipal Service Matrix.

This plan chapter will also address community facilities, which are another significant City responsibility and a major component of College Station’s physical, social, and economic fabric. Such facilities help define the identity of the community and contribute to College Station’s social and economic prosperity. Through the development of a thoughtful facilities plan, the City will meet both the needs of the community and the needs of City employees. Population growth and geographic expansion represent significant challenges to the City of College Station. Planning for community facilities, staffing, and equipment must be done well in advance to avoid gaps in services. Along with new construction, adequate attention must be given to expansion, maintenance, and modernization of existing facilities.

Facilities often involve major capital investments and time. Affordability must be balanced with community needs. As such, new facilities must be prioritized in terms of strategic importance to the community to address current and future growth needs. The community facilities portion of this chapter will be prepared in the context of the Community Vision, Goals and Policies adopted by City Council.

The following elements related to community facilities will be included in this chapter (and will be coordinated with the Land Use Plan under the Community Character task):

- ◆ An inventory and assessment of the City’s **current facilities** (as itemized below), recognizing that they serve a broad spectrum of purposes in support of the various programs and services delivered to College Station citizens.
  - Fire
  - Police
  - Library
  - City Center (including City Hall and all municipal buildings)
  - Convention Center/Hotel
  - Support facilities (maintenance yards, storage facilities, etc.)
  - Communications & Technology Infrastructure
  - Parking facilities
  - Landfill
  - Utility facilities (i.e., wastewater treatment plant)
- ◆ Description of **future needs** based on the City’s anticipated growth and geographic expansion. Consideration will be given to municipal, state and national standards for various services and programs; service level commitments; and a forecast of conditions under which the facilities will be expected to function.
- ◆ Recommendations related to the **library system expansion** will be developed based on future growth projections.

#### **Deliverables:**

- ◆ Chapter 7, Municipal Services, of Comprehensive Plan document (draft and final).
- ◆ Map figures: (1) Community Facilities (existing facilities plus future needs).
- ◆ KKC review memorandum with specific comments, questions and suggested revisions to the City-prepared plan chapter/elements and associated map figure(s) (organized by referencing specific pages, paragraphs, tables/figures, etc. in the draft document).

## Growth Management & Capacity

The main emphasis of this chapter is to guide the future development of College Station in a responsible, controlled manner. This approach should be supported by policies that encourage compact and focused development and redevelopment in areas with adequate infrastructure while preserving open space and neighborhood character, as appropriate. The growth management element will provide the context for future annexations of unincorporated land into College Station and establish strategies to insure that these new areas meet the overall vision, goals and objectives of the plan.

Critical to growth management and capacity considerations is the current status of and outlook for the City's utility infrastructure systems. Utility services are driven by a number of factors, including Certificate of Convenience and Necessity (CCN) geographic service territories, projected land use and densities, the transportation network, existing population and projected growth, annexation, and regulatory requirements. Utility system upgrades and expansions must be planned well in advance to meet projected peak demands and must be commensurate with the City's financial capabilities. Maintenance of existing systems and impact on current utility rates are other fundamental considerations. This plan chapter will include summary information on key findings, policy recommendations, and strategic priorities contained in the City's utility master plans (which the City is in the process of updating), including master plans for water, wastewater, storm water and drainage management, electric, solid waste, and water reuse.

The following elements will be included in this chapter:

- ♦ Description of the capacity of **existing facilities and infrastructure** to support future growth, through summarization of the utility system and facility assessments contained in the City's various utility master plans. Information will also be included on CCN **service territories** and other service providers in the City's growth areas.
- ♦ Description of projected **infrastructure needs** based on projected future population and the Land Use Plan, and through summarization of utility master plan information and conclusions.
- ♦ Identification of **areas that can accommodate the requisite acreage for future growth and development** based on analysis conducted using KKC's SAVES model. This will lead to recommendations regarding where infrastructure capital investments and future annexation activity by the City should be focused. SAVES will be used to quantify more precisely the spatial requirements for accommodating projected growth (in coordination with the Land Use Plan effort under the Community Character task). Two (2) future growth and development scenarios for College Station will be generated, including a "baseline" scenario based on the City's current adopted land use plan, and one other potential scenario for review, modification and consideration. SAVES will project various impacts associated with the modeled scenarios (including factors such as population, employment, housing requirements, school enrollments, trip generation, and park demands). As part of this modeling process, the community will be divided into no more than 15 planning districts to be developed by KKC in coordination with City staff. Other geographic units for modeling and impact scenario planning (such as watersheds, public safety and community facility

service areas, park zones, traffic analysis zones, etc.) may be generated on an additional services basis.

- ♦ A review of existing **annexation plans**, with recommendations on timing and areas for future annexations, in part based on the availability of adequate public facilities and services. This element will also include information on municipal services gained by ETJ residents and properties upon annexation.
- ♦ Specific recommendations to discourage the unlimited **outward growth** of the community and encourage infill development in the core.
- ♦ Specific recommendations related to **funding sources** and ways to pay for and manage growth through such financing mechanisms, including impact fees and user fees.

#### **Deliverables:**

- ♦ Preliminary summary narrative and graphics describing the capacity of existing facilities and infrastructure, as drawn from the City's various utility master plans, for potential inclusion in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Preliminary summary narrative and graphics describing projected infrastructure needs, as drawn from the City's various utility master plans, for potential inclusion in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Memorandum on KKC's SAVES modeling approach for College Station following initial data acquisition efforts and meetings and staff interaction (for staff feedback prior to initiating SAVES modeling efforts).
- ♦ Preliminary narrative and graphics regarding the SAVES modeling results and associated planning issues and potential policies and recommendations likely to be addressed in Chapter 8 (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Preliminary outline of findings and potential discussion and recommendations likely to be addressed in Chapter 8 related to annexation planning (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Preliminary outline of potential policies and recommendations likely to be addressed in Chapter 8 related to sprawl prevention, infill encouragement, and financing strategies in support of more effective growth management (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 8).
- ♦ Chapter 8, Growth Management & Capacity, of Comprehensive Plan document (draft and final).
- ♦ Map figures: (1) Growth Trends & Potential Annexation Phasing, (2) **individual utility master plan maps (as appropriate)**, and (3) **Generalized Future Utility System Needs** – and reference to various growth-related map figures and the Existing Utility Service Areas map figure in the Existing Conditions Report and under the Community Character and Transportation tasks.



## Implementation & Administration

The final phase of the comprehensive planning process will involve development of an administration element to guide implementation efforts and ongoing monitoring. The Comprehensive Plan will be the basis for decision-making on the future development of the City of College Station. The purpose of the administration element is to establish accountability for the implementation of the Comprehensive Plan and provide guidance on the processes to maintain its relevance to the City and its citizens.

The following elements will be included in this chapter:

- ♦ An **implementation plan**, recognizing that specific actions will be required to help realize the future goals of the Comprehensive Plan. To this end, it will be necessary to develop both long- and short-range implementation strategies with an action timeframe and the assignment of responsibilities to specific entities.
- ♦ Itemization and discussion of **specific ordinance recommendations** for effective plan implementation.
- ♦ An **evaluation system** for checking the implementation strategies against the goals of the Comprehensive Plan. The system will include specific measures that will be assessed on an annual basis and reported to the City Council.
- ♦ A defined **update process**, recognizing that while plans are created with the most accurate information and input available at the time, unforeseen situations and circumstances may necessitate minor alterations in individual elements of the Comprehensive Plan. Goals of the plan will not be considered negotiable, but processes will be defined to allow City Council to consider changes that may benefit the City as a whole in light of the goals. Also, pressures of growth may compel specific study beyond what can be provided through the overall plan. Processes will be defined for the initiation and consideration of these detailed studies that will enhance the implementation of the Comprehensive Plan. All update processes will incorporate public input.

### **Deliverables:**

- ♦ Preliminary outline of KKC's planned approach to Chapter 9, including key implementation considerations and procedures likely to be addressed in the chapter based on the results of Phase II to this point (interim information for preliminary staff review prior to delivery of the complete draft of Chapter 9).
- ♦ Preliminary outline of initial findings and likely observations and recommendations to be included in the eventual ordinance evaluation memorandum (interim information for preliminary staff review prior to delivery of the complete memorandum).
- ♦ Chapter 9, Implementation & Administration, of Comprehensive Plan document (draft and final).
- ♦ Summary memorandum outlining the ordinance evaluation findings and recommendations.

### *Project Deliverables*

KKC will provide deliverables through each task of the Comprehensive Plan project. These deliverables will facilitate advisory committee working meetings, periodic releases of information to the media and public, and the orderly completion of the project.

KKC recognizes that all reports, maps and other deliverables prepared or developed in satisfaction of this contractual work program become the property of the City, including all printed deliverables and associated digital files (including GIS shapefiles). All interim project deliverables will be provided to the City in Adobe \*.pdf format for ease of file transfer, reproduction and distribution to the advisory committee, Planning & Zoning Commissioners, City Council, and appropriate City staff members. The \*.pdf versions are also suitable for posting on the City's website. Concurrently, KKC will provide the native electronic files associated with each deliverable. Likewise, as City personnel complete draft chapters, maps, graphics or other work products for which they are responsible under this work program, the City will provide both \*.pdf versions and the native electronic files to KKC for review purposes and so KKC can maintain all electronic files related to the emerging plan document.

Upon project completion, KKC will deliver the following:

- ♦ **Hard copies** in an amount of thirty (30) full-color copies of the final adopted Comprehensive Plan document (in three-ring binder format), including all maps (as printed and provided to KKC by the City), illustrations and related attachments.
- ♦ The **SAVES software** will be released to the City upon project completion. **On-site training** for City staff will be conducted upon substantial completion of the model. KKC will then provide up to eight (8) hours of **service and maintenance support** over a one-year period. Any further technical assistance needed would be provided on an additional services basis. After the first year, a maintenance and service agreement may be executed to allow ongoing technical support and provision of software upgrades (the cost of this service would be on an hourly basis of \$125 per hour or negotiated through an annual service agreement).

Whenever City staff or consultant personnel review draft deliverables prepared by the other party, it will be the responsibility of the City's Project Director or the consultant Project Manager, respectively, to coordinate, compile and forward in a consolidated manner all review comments on and requested/ suggested revisions to such deliverables. While some deliverables may require several rounds of review and revision to ensure that all content issues have been satisfactorily addressed and quality standards met, it benefits all project participants to establish an orderly and concise process for tracking, transmitting and responding to review comments to maintain the integrity of the project timeline and budget. In the case of review comments provided by the City, guidance from the Project Director should be included, as needed, on whether and how the consultant team should address certain comments which may be for information only (e.g., comments from advisory committee members or other outside reviewers) versus those involving specific, staff-recommended revisions.

**Exhibit "B"**

**Payment Terms**

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the percentage complete and written acceptance by the City.

<b>Community and Leadership Participation</b>	<b>\$25,040</b>
<b>Plan Introduction</b>	<b>\$1,260</b>
<b>Existing Conditions</b>	<b>\$5,420</b>
<b>Community Character</b>	<b>\$42,240</b>
<b>Neighborhood Integrity</b>	<b>\$3,120</b>
<b>Parks, Art &amp; Leisure (Parks Master Plan)</b>	<b>\$15,520</b>
<b>Economic Development</b>	<b>\$1,560</b>
<b>Transportation</b>	<b>\$54,050</b>
<b>Municipal Services &amp; Community Facilities</b>	<b>\$3,000</b>
<b>Growth Management &amp; Capacity</b>	<b>\$43,360</b>
<b><u>Implementation &amp; Administration</u></b>	<b><u>\$15,600</u></b>
<b>Total Professional Fees</b>	<b>\$210,170</b>
<b>Reimbursable Expenses (travel &amp; subsistence)</b>	<b>\$6,320</b>
<b><u>Reimbursable Expenses (reproduction, supplies, etc.)</u></b>	<b><u>\$6,500</u></b>
<b>Total expenditures not to exceed</b>	<b>\$222,990</b>

June 26, 2008

Regular Agenda Item 7

Exception to Policy for Sewer Service to Grey Wolf Trail

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

**Agenda Caption:** Presentation, possible action, and discussion regarding an exception to Policy to allow the Grey Wolf Trail development to connect to the City sewer system.

**Recommendation:** Staff recommends Council deny this request, since the developer will not agree to follow the codes and ordinances that apply inside the City limits.

**Summary:**

McClure & Browne, Inc., on behalf of Brazos Wyldewood II, Inc., has requested the City provide sewer service to the Grey Wolf Trail development, located off North Dowling Road, consisting of existing duplexes plus 24 duplexes yet to be constructed. Their letter and map are included in the attached series of correspondence. These tracts total 13.88 acres in the City's ETJ, which are not contiguous with current City limits, so are not eligible for annexation. The tracts are outside the City's current certificated area for sewer, but are within the area that the City has applied for the sewer Certificate of Public Convenience and Necessity (CCN). 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.

City Policy states that the City will not provide sewer service outside the City limits (or the City's sewer certificated area) in the absence of a petition for annexation, but it does allow that exceptions may be granted in three cases: For other Government agencies under ILA, for economic development, or for health and safety reasons. Since Grey Wolf is outside the City's certificated area, an exception to Policy is required for City sewer service. The developer requested an exception to Policy based on the fact that an adjacent development, Aggie Acres, was granted an exception for City sewer service in October 2007.

Staff has communicated with Mr. Dan Bensimon (a principal of Brazos Wyldewood II) and Mr. Culley Lipsey (a lawyer representing Mr. Bensimon) regarding this request for sewer service. Staff has stated that they would only recommend approval of the request if the developer agrees to enter into a development agreement that requires the new construction comply with all City codes and standards. To date, this offer has not been accepted.

Staff is guided by City Council's recent strategic initiative for growth management, which strives to balance the community's growth through developing a clear vision and standards which promote sustainable growth of College Station. Since City sewer service allows construction at urban densities, staff is recommending that projects constructed at an urban density be built to urban standards. These standards, as codified by the City, ensure public safety and sustainable growth by regulating the site plan, storm drainage, fire flow, parking standards, parkland dedication fees, building permits, and inspections. Staff recommends denial of the request, based on the public safety aspects of these codes and the strategy of sound growth management.

Please note that Aggie Acres, the development adjacent to Grey Wolf, was not required to build to City codes in order to get City sewer service approved. When the Aggie Acres request was received, in September 2007, the City was in the midst of discussing growth management in the ETJ, especially as it relates to City sewer service. This strategy was more clearly defined when the Grey Wolf request was received in November 2007. Unless City Council directs otherwise, staff will be consistent in requiring City standards accompany City sewer service.

In case City Council votes against the staff recommendation, and approves City sewer service to Grey Wolf, a resolution of approval is attached.

**Budget & Financial Summary: NA**

**Attachments:**

- Correspondence
- Policy
- Resolution



**McCLURE & BROWNE ENGINEERING/SURVEYING, INC.**

1008 Woodcreek Drive, Suite 103 • College Station, Texas 77845  
(979) 693-3838 • Fax: (979) 693-2554 • Email: McClureBrowne@Verizon.net

November 9, 2007

David Coleman, P.E.  
Director of Water Services Department  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

Re.: Request of Sanitary Sewer Service for Lots 17, 18 & 19 of Holt Hills  
MBESI No. 10000102

Dear David:

Brazos Wyldewood II, Inc. currently owns lots 17, 18 and 19 of Holt Hills consists of approximately 13.88 acres. The tract is located adjacent and south of North Dowling Road and Hickory Road is to the west. The three tracts are currently developed with a private drive (i.e. Gray Wolf Trail), eight duplexes (48 bedrooms) and one four-plex (12 bedrooms.) Wastewater from these residential units is currently being treated by individual aerobic units and disposed of on-site via spray fields located throughout the development. The owner of the property was made aware of the City's approval to provide sewer service to Aggie Acres which is adjacent to this development. It is our understanding that Aggie Acres will be served by a gravity sewer collection system and lift station. Brazos Wyldewood II, Inc. would like to work with the developer/owner of Aggie Acres to locate the proposed lift station at a location that would be able to serve both developments. We believe that the health and safety of the public would be greatly improved if sewer service was also extended into this development. Therefore, Brazos Wyldewood II, Inc. respectfully request from the City Council an exception from the City's Utility Extension Policy into the ETJ and allow this development to be served by the City of College Station sewer facilities.

With the removal of the onsite sewer facilities, approximately 24 additional duplexes could be constructed within the existing development. With the additional duplexes, there could be a maximum total of 204 bedrooms within this development. The attached drawing that shows how the Brazos Wyldewood II, Inc. property could be served by a gravity sewer collection system in conjunction with the Aggie Acres development.

If you have any questions or need any additional information, please do not hesitate to call.

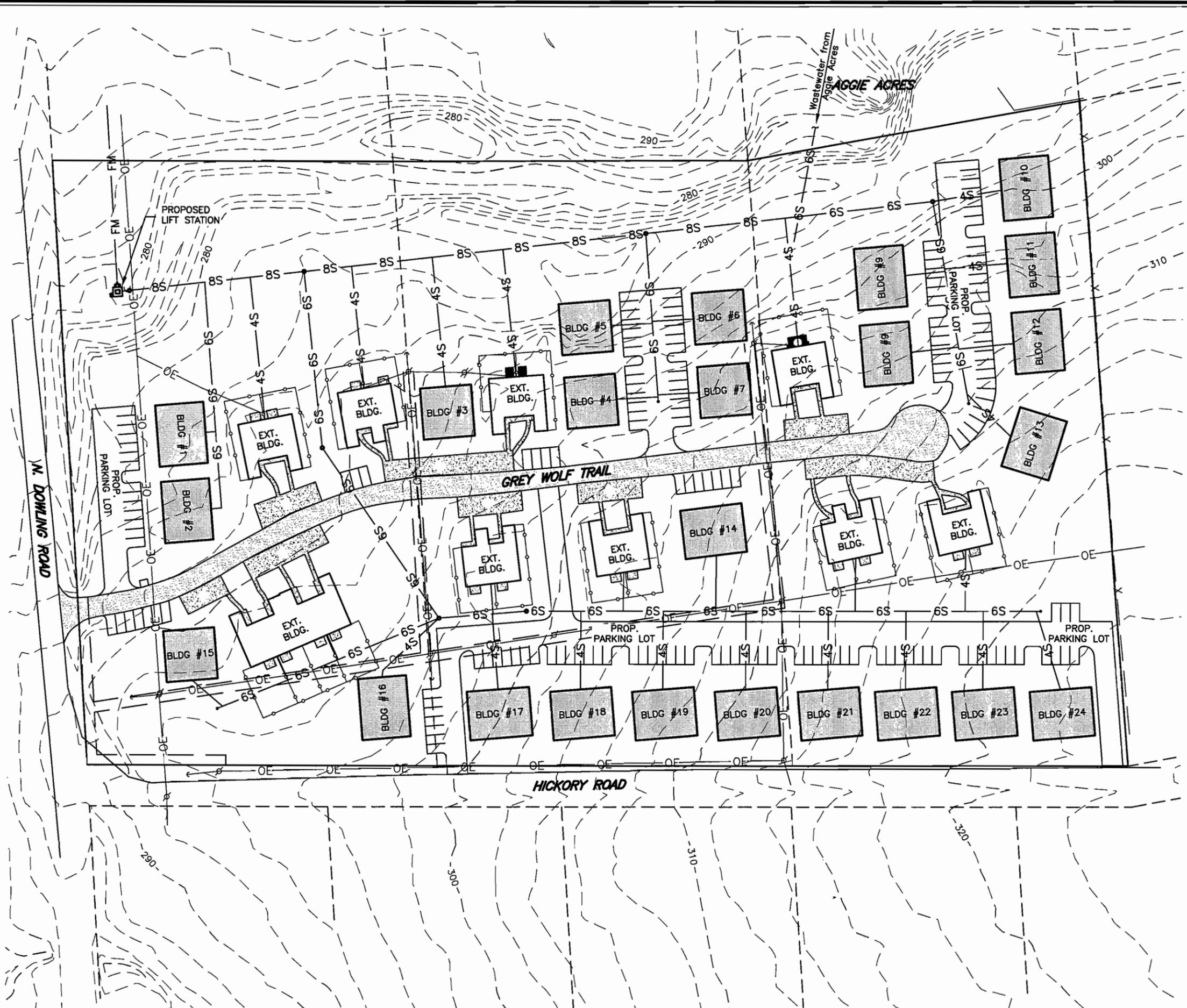
Sincerely,



J. Dale Browne, Jr, P.E.

Enclosures

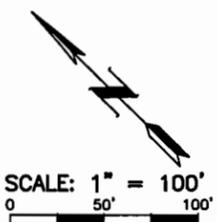
xc: Brazos Wyldewood II, Inc.



- NOTES:**
1. The location of proposed buildings adjacent to the creek located on the north side of the property and the lift station are subject to a flood study that determines the 100-year flood elevation of the creek.
  2. The location and size of the proposed buildings are approximate only and the minimum clearance between building is 15 feet. The building locations are also subject to minimum clearance requirements from the existing overhead electrical lines as required by BTU.
  3. The location of the proposed sewer lines are subject to easement required by the City of College Station.

**LEGEND**

- 6S — Proposed Sewer Line w/Size
- FM — Proposed Force Main
- OE — Existing Overhead Electric Lines



**GRAY WOLF TRAILS IMPROVEMENTS  
PRELIMINARY LAYOUT  
OPTION #2**

**BRAZOS COUNTY, TEXAS**  
November 5, 2007

<b>Owner:</b> Brazos Wyldewood II, Inc. 5810 Tom Wooten Drive Austin, Texas 78731 (979) 693-1051	<b>Prepared By:</b> McClure & Browne Engineering/Surveying, Inc. 1008 Woodcreek Dr., Suite 103 College Station, Texas 77845 (979) 693-3838
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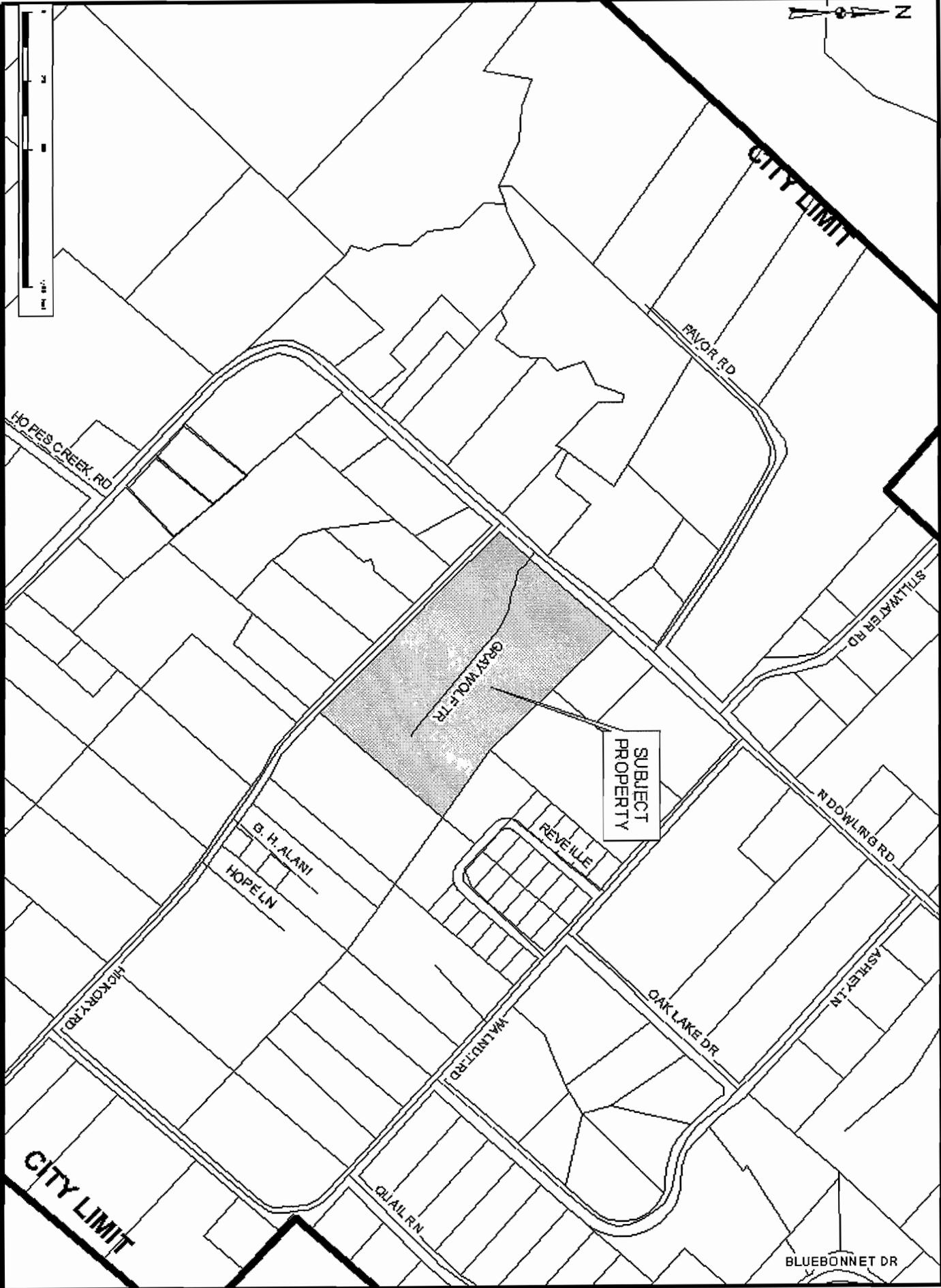




ACRES 13.88

HOLT HILLS, LOT 17, 18, 19

EXHIBIT A



SUBJECT PROPERTY

OAK WOLF TR

CITY LIMIT

CITY LIMIT



HOELSCHER, LIPSEY & ELMORE, P.C.

ATTORNEYS AND COUNSELORS AT LAW  
A PROFESSIONAL CORPORATION

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Texas Board of Legal Specialization  
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Commercial Real Estate Law,  
Residential Real Estate Law and  
Farm and Ranch Real Estate Law  
Texas Board of Legal Specialization  
cully@hle.com

HEATH C. POOLE  
heath@hle.com

April 25, 2008

Mr. Lance Simms, CEO  
Assistant Director of Planning and Development Services, City of College Station  
1101 Texas Avenue  
College Station, Texas 77840

Dear Lance:

This firm represents Brazos Wyldewood II, Inc., or its assigns. I reviewed the proposed Grey Wolf Development Agreement that you submitted to me, and I have discussed it with my clients.

I have advised my clients not to agree to the onerous and unreasonable requirements of the development agreement, which far exceed the requirements made on the adjacent tract of land, developed as "Aggie Acres," to which the City of College Station granted an exception to the City's Utility Extension Policy by the resolution adopted on October 11, 2007.

The health and safety of the residents of Grey Wolf Estates is no different than the health and safety of the residents in Aggie Acres, and equal treatment of those residents is reasonable and appropriate. The City's adoption of more favorable treatment toward those residents in Aggie Acres is improper.

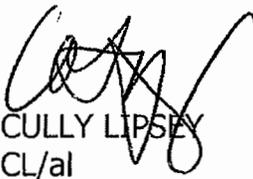
In the discussions between College Station Utilities and Aggie Acres, the City has agreed that a package wastewater treatment plant to be constructed by the developers will be accepted by the City for ownership and operation of the sewer system. My clients no longer wish to pursue the development agreement in its present form, and will now undertake to build a joint package wastewater treatment plant with their neighbors at Aggie Acres, which will be conveyed to the City upon completion (as provided in the attached correspondence).

*Page 2*  
*Mr. Simms*  
*April 25, 2008*

It is our position that it is overreaching and unauthorized for a public utility to require a developer to (a) construct and install a public utility line, (b) charge all the users a monthly fee, and (c) require the developer and users to pay maintenance costs on the public utility line, especially if the utility is not charging the same rate to other users of the same utility.

If there is any need for us to discuss the matter further, please do not hesitate to give me a call.

Sincerely yours,



CULLY LIPSEY  
CL/al

cc: Brazos Wyldewood II, Inc.

Pledger Kalkomey, Inc.  
Attn. Mr. Steve Duncan, P.E. 7020 Coyote Run  
Bryan, TX 77808

Water Services Department P.O. Box 9960 - 1601 Graham Road College Station, Texas 77842  
(979) 764-3660 Fax (979) 764-3452



**College Station Utilities**

*Reliable, Affordable, Community Owned*

July 13, 2007

Re: Response to Service Request  
Letter

Mr. Duncan,

This letter is in response to your request on behalf of Aggieland Builders for the City of College Station to provide sewer service to the proposed Aggieland Acres Subdivision off Walnut Road in Brazos County.

As you know, the City has filed a request with TCEQ for Sewer CCN in the City's ET J Area. To date, this request has not been officially granted by TCEQ but is not required for service as no other entity has been granted the Sewer CCN for this area at this time. In addition, the City has a policy that prohibits water and/or sewer service outside the City's corporate limits or CCN territory without special permission. In this interim period between "CCN request" and "CCN granted" persons wanting sewer service are asked to process their request through this office in order to go before City Council for special consideration.

In summation:

- The City is able to provide sewer service to this area with permission from the City Council
- The City prefers providing a discharge point into which this development can discharge by way of a lift station and extension of the existing gravity system, or
- The City will accept the WWTTP constructed by the development for ownership and operation if the aforementioned option is considerably more costly than permitting and constructing of a WWTP.

We would like to meet with you at your earliest convenience to discuss the options presented in this Response to Service Request Letter.

If you have any questions please contact me at 979-764-3660 or [sthompson@cstx.gov](mailto:sthompson@cstx.gov).

Regards, ~

 Spencer G. Thompson, Jr.

City of College  
Station Public  
Works  
Department  
Utilities  
Engineering



HOELSCHER, LIPSEY & ELMORE, P.C.

ATTORNEYS AND COUNSELORS AT LAW  
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Board Certified-Civil Trial Law  
Texas Board of Legal Specialization  
mrh@hle.com

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Farm and Ranch Real Estate Law  
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eelmore@hle.com

CULLY LIPSEY  
Board Certified-  
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Residential Real Estate Law and  
Farm and Ranch Real Estate Law  
Texas Board of Legal Specialization  
cully@hle.com

HEATH C. POOLE  
heath@hle.com

May 9, 2008

Mr. Lance Simms, CEO  
Assistant Director of Planning and Development Services, City of College Station  
1101 Texas Avenue  
College Station, Texas 77840

RE: Brazos Wyldewood II, Inc.; Proposed Grey Wolf Development Agreement

Dear Mr. Simms:

Thank you for your recent response to my letter regarding the above-referenced matter. However, it is incomplete in a few important ways, or disregards issues that we believe are important.

As I understand the relevant oversight and regulation of Waste Water Treatment Plants, both the size and service of those plants is regulated by the state, and not municipalities. The letter from Water Services Department of College Station Utilities to the engineer for Aggie Acres clearly states, in the third bullet point, that, "The City will accept the WWTP constructed by the development for ownership and operation if the aforementioned option is considerably more costly than permitting and constructing of a WWTP." While it is my client's belief that extending the sewer line to their development is the more efficient, responsible and sound practice, they will pursue the treatment plant if the City will not allow the extension without imposing the unreasonable obligations stated in the proposed development agreement.

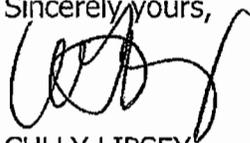
Reading this option there is no mention of the Waste Water Treatment Plant being built for the sole use of the Aggie Acres Development. The City's apparent position, stated in your letter to me, continues to demonstrate a lack of fairness and equal treatment between adjacent property owners. Please explain why my client is being treated vastly different than Aggie Acres, when their applications for sewer service were only days apart. My client, through affiliated entities, has developed several subdivisions in College Station, and has led the way in creating environmentally responsible neighborhoods, and have served as a trailblazer in making College Station a great place to live. Normally, that track record of responsible development would be cause for additional confidence from the City, rather than less favorable treatment.

*Page 2*  
*Mr. Simms*  
*May 9, 2008*

In doing so, please also explain why Council approval is necessary for my client to use the Waste Water Treatment Plant. My interpretation of the letter mentioned above does not limit the Waste Water Treatment Plant to only Aggie Acres, nor is Council approval required for the City to accept the treatment plant. Furthermore, council resolution 10-11-2007-3e makes no mention of a Waste Water Treatment Plant, thus indicating that Council approval is not required for that option.

I look forward to hearing from you.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Cully Lipsey', written over the printed name.

CULLY LIPSEY  
Cl/a

cc: Glenn Brown, City Manager  
Mark Smith  
Client

**David Coleman - RE: Grey Wolf Development Agreement**

---

**From:** Lance Simms  
**To:** Cully Lipsey  
**Date:** 5/13/2008 2:27 PM  
**Subject:** RE: Grey Wolf Development Agreement  
**CC:** Bob Cowell; David Coleman; Mary Ann Powell

---

Mr. Lipsey:

After considering the information contained in your letter sent via e-mail on 29 April, staff has decided to process the request for an exception to the sewer service policy for the proposed Grey Wolf development. This item will be scheduled for the 12 June City Council meeting and staff will recommend denial since your client is unwilling to enter into a development agreement. Should you wish to have this item pulled from the 12 June Council meeting agenda, you will need to make the request in writing.

I also wanted to respond to a couple of points in your letter. You referenced an earlier letter provided by Mr. Spencer Thompson with CSU and implied that the City has already approved the acceptance of a WWTP for Aggie Acres. That is not the case. The information provided by Mr. Thompson simply outlined possible options for sewer service and the final approval of any sewer service provided by the City of College Station (whether a WWTP or a connection to an existing sewer line) rests with the City Council. In this particular case, the Council granted an exception specifically allowing Aggie Acres to connect to the City's sewer system (see the attached coversheet and supporting information for resolution #10-11-2007-3e).

Finally, I acknowledge your concern regarding the fairness of our recommendations for sewer service extension requests. The reality is that we evaluate each request on a case by case basis. In light of a growing concern about unfettered urban type development in the ETJ, staff feels strongly that, at a minimum, such development should comply with the same rules and regulations as development within the City.

I hope this information helps. Please let me know if you have questions.

Lance Simms, CBO  
 Assistant Director of Planning & Development Services  
 City of College Station, TX  
 Phone: 979.764.3741

>>> "Cully Lipsey" <Cully@HLE.com> 5/9/2008 11:31 AM >>>

Dear Lance:

Attached is a letter, which I will also send to you by surface mail. I appreciate your attention to this matter, and your efforts to assist us.

Cully Lipsey  
 Hoelscher Lipsey & Elmore  
 P.O. Drawer DT  
 1021 University Dr E  
 College Station TX 77840  
 979.314.1172 (direct line)  
 979.846.4725 (fax)

---

**From:** Lance Simms [mailto:Lsimms@cstx.gov]  
**Sent:** Tuesday, April 29, 2008 9:09 AM  
**To:** Cully Lipsey  
**Cc:** Bob Cowell; David Coleman; Mary Ann Powell  
**Subject:** RE: Grey Wolf Development Agreement

Mr. Lipsey:

Thanks for the e-mail. I understand your position. Please be aware that the exception to the sewer extension policy approved for Aggie Acres is valid only for Aggie Acres and allows a force main connection to the City's sewer system. As you are aware, the project proposed on the Grey Wolf property has not received an exception to the City's sewer extension policy.

If the desire is to modify the Aggie Acres request from a force main connection to a sewer package treatment plant, include the Grey Wolf development, and have the City ultimately accept ownership and operation of the treatment plant, that would require approval by the City Council.

Thanks again and please let me know if you have questions.

Lance Simms, CBO  
Assistant Director of Planning & Development Services  
City of College Station, TX  
Phone: 979.764.3741

>>> "Cully Lipsey" <Cully@HLE.com> 4/25/2008 10:02 AM >>>  
Lance, attached is a copy of a letter which I will also mail to you today. Please let me know if you have any questions.

Cully Lipsey  
Hoelscher Lipsey & Elmore  
P.O. Drawer DT  
1021 University Dr E  
College Station TX 77840  
979.314.1172 (direct line)  
979.846.4725 (fax)

---

**From:** Lance Simms [mailto:Lsimms@cstx.gov]  
**Sent:** Thursday, April 10, 2008 12:23 PM  
**To:** Cully Lipsey; Dan Bensimon  
**Cc:** Bob Cowell; David Coleman; Mary Ann Powell  
**Subject:** Grey Wolf Development Agreement

Please find the attached development agreement for Grey Wolf Trail. In short, the agreement provides city sewer service to the property shown on exhibit A and commits the owner to developing according to the city standards listed on exhibit B. If Staff receives the agreement (signed by the owner and notarize) by noon tomorrow we should be able to get this item, along with the request for an exception to the sewer extension policy, on the Council's agenda for 24 April. Please have the executed agreement delivered to me at City Hall (1101 Texas Ave.)

The Unified Development Ordinance referenced in exhibit B is available online at [www.cstx.gov](http://www.cstx.gov). We can provide hard copies of the other information if needed.

Please let me know if you have questions.

Lance Simms, CBO  
Assistant Director of Planning & Development Services  
City of College Station, TX  
Phone: 979.764.3741

College Station. Heart of the Research Valley.

College Station. Heart of the Research Valley.

**Grey Wolf Development Agreement**  
**Exhibit “B”**

All private development on the Property described in Exhibit “A” shall comply with the following standards:

- The 2006 International Codes as adopted and amended by the City of College Station
- Chapter 3 “Building Regulations” of the College Station Code of Ordinances
- The “fire flow” requirements established in Section 13-D of the College Station Subdivision Regulations
- The applicable sections of Article 7 “General Development Standards” of the College Station Unified Development Ordinance
- Section 10 “Requirements for Parkland Dedication” of the College Station Subdivision Regulations

RESOLUTION NO. 2-9-2006-13.04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, The City Council of the City of College Station adopted its current Comprehensive Plan in 1997, that includes *Section 2.09 Utility Goals and Objectives*; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 2.1* that states "Water service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 3.1* that states "Sewer service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity wastewater is pending in certain parts of the City's Extraterritorial Jurisdiction 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; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; now, therefore,

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

PART 1: That the City Council hereby approves this resolution adopting a policy stating 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 service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested that is outside the City Limits of College Station, the Developer will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City Subdivision Ordinance, whichever is more restrictive. The cost of the extension

of utility service will be borne solely by the Developer. Any upgrades in infrastructure required to meet fire, pressure, and/or TCEQ rules will be completed by the Developer at their expense. In the event of future connections to the utility service by other Subdivisions or Developers the original Developer will be reimbursed a prorated share based on calculations and methodology established within Chapter 11, Section 3: Water and Sewer Main Extension Policies. The cost shall be determined based on the point of connection of the new development.

If a developer determines that circumstances require that a package sewage treatment plant facility is appropriate, the cost and construction of such shall be borne by the developer and dedicated to the City for operation and maintenance. At such time that sewer lines can be extended by the City (or other new developments in the vicinity) to serve an area being served by a package plant, the facility shall be abandoned and removed at the City's discretion.

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 inter-local agreement,
- for the purpose of economic development; or
- for health and safety reasons

PART 4: That the City Council hereby establishes an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for these utility systems.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9th day of February, 2006.

ATTEST:

  
CONNIE HOOKS, City Secretary

APPROVED:

  
RON SILVIA, Mayor

APPROVED:

  
City Attorney

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 GREY WOLF TRAIL, LOCATED OFF NORTH DOWLING ROAD, 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 Wyldewood II, developer of Grey Wolf Trail, has requested an exception to the City's Utility Extension Policy for their development in the City's ETJ; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for wastewater service area pending in certain parts of the City's Extraterritorial Jurisdiction, including the area in which Grey Wolf Trail 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 Grey Wolf Trail, off North Dowling Road in 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 the developer of Grey Wolf Trail extend sewer utility service to Grey Wolf Trail 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 \_\_\_\_\_, 2008.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

 E-Signed by Carla A. Robinson  
VERIFY authenticity with Adobe®  
The signature block contains a stylized signature of Carla A. Robinson and a small yellow question mark icon.

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

**June 26, 2008**  
**Regular Agenda Item 8**  
**Brazos Valley Council of Governments ILA**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution adopting an interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, and Brazos Valley Council of Governments; designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS)

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

**Summary:** This resolution adopting the interlocal agreement designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System (BVWACS) supports and complements the interlocal agreement creating the BVWACS.

**Budget & Financial Summary:** On April 7, 2008, the BVWACS participants were notified that the PSIC grant for BVWACS Phase I, in the amount of \$2,837,725, was approved.

**Attachments:**

1. Resolution
2. ILA

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF BRYAN, CITY OF BRENHAM, BRAZOS COUNTY, WASHINGTON COUNTY, TEXAS A&M UNIVERSITY, AND BRAZOS VALLEY COUNCIL OF GOVERNMENTS TO DESIGNATE THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS AS THE MANAGING ENTITY OF THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

WHEREAS, the City of College Station, City of Bryan, City of Brenham, Brazos County, Washington County and Texas A&M University are entering into an interlocal agreement for interoperable radio and data communications to be known as the Brazos Valley Wide Area Communications System ("BVWACS Agreement"); and

WHEREAS, the Brazos Valley Council of Governments ("BVCOG") and the parties to the BVWACS Agreement, including the City of College Station, desire the BVCOG to act as the managing entity to implement such interoperable radio and data communications system pursuant to provisions of the BVWACS Agreement and pursuant to provisions of the Interlocal Cooperation Act; now therefore

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

PART 1: That the City Council hereby approves the interlocal agreement among the City of Bryan, City of Brenham, Brazos County, Washington County, Texas A&M University, and Brazos Valley Council of Governments designating the Brazos Valley Council of Governments as the Managing Entity for the Brazos Valley Wide Area Communications System. A copy of such agreement is attached hereto as Exhibit "A" and incorporated herein.

PART 2: That this resolution shall take effect immediately from and after its passage..

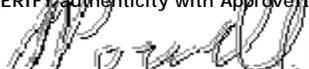
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

E-Signed by Mary Ann Powell  
VERIFY authenticity with ApproveIT  


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



**Interlocal Agreement  
For Managing Entity by the BVCOG  
for the Brazos Valley Wide Area Communications System**

**THIS INTERLOCAL AGREEMENT** (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and among the Brazos Valley Council of Governments, hereinafter referred to as “BVCOG,” and the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, and Texas A & M University, all political subdivisions or agencies of the state of Texas.

**WHEREAS**, the Brazos Valley Council of Governments (the “BVCOG”) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Interlocal Cooperation Act codified in Chapter 791 Texas Government Code, the BVCOG is authorized to contract with eligible entities to perform governmental functions and services; and

**WHEREAS**, the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, and Texas A & M University, collectively hereinafter sometimes referred to as the “BVWACS Parties” have entered into an Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System to create and maintain an interoperable radio and data communications system (the “BVWACS Agreement”); and

**WHEREAS**, the BVWACS Parties desire the BVCOG to supervise the performance of the BVWACS Agreement; and

**WHEREAS**, the BVCOG desires to undertake the supervision of the performance of the BVWACS Agreement as set forth in this Agreement;

**NOW, THEREFORE**, BVCOG and the BVWACS Parties do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The BVCOG represents that it is eligible to contract with the BVWACS Parties under the Interlocal Cooperation Act for the purposes recited herein because it is a local government and it possesses adequate legal authority to enter into this Agreement. Likewise, the BVWACS Parties represent that they, too, are each local governments or political subdivisions eligible to enter into this Agreement for the purposes recited herein.

**ARTICLE 2: APPLICABLE LAWS**

The BVCOG and the BVWACS Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement. This includes applicable laws relating to purchasing and bidding of products and services, maintenance of open records and use of the Brazos Valley Wide Area Communications System in accordance with Federal Communications Commission rules. A party to this Agreement is financially responsible for any FCC penalties, fines or other financial encumbrances or penalties caused by the actions of its agents, employees or representatives.

**ARTICLE 3: WHOLE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete agreement among the parties hereto, and supersede any and all oral and written agreements among the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when approved by the governing body of the last party which approval makes the Agreement go into effect and will remain in full force to the next occurring September 30<sup>th</sup>. After that, this Agreement automatically renews for up to a maximum of four (4) additional terms of Twelve (12) months on October 1 of each year, subject to the rights of termination set forth herein. The conditions set forth below shall apply to the initial term and all renewals unless modified or terminated in accordance with the provisions hereof.

**ARTICLE 5: SCOPE OF SERVICES**

The BVCOG agrees to perform certain services for the BVWACS Parties at specified rates and costs as set forth in Exhibit “A” Scope of Services attached hereto. Additionally, the BVCOG agrees to perform as the BVWACS Managing Entity as set forth in the BVWACS Agreement which is attached hereto as Exhibit “B.”

The BVCOG will assist the BVWACS Parties in managing grant funds as set forth in Exhibit “A.”. Nothing herein shall make the BVCOG responsible for providing funding for various projects associated with such grant or programs in the event of a shortfall.

**ARTICLE 6: PAYMENTS**

Pursuant to the BVWACS Agreement, upon delivery of goods or services provided and upon presentation of properly documented statements on a quarterly basis to each of the BVWACS Parties for their proportionate share of same, each BVWACS Party shall promptly in accordance with the BVWACS Agreement pay the BVCOG the full amount of its respective share. All payments for goods or services will be made from current revenues available to the BVWACS Parties.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all the parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**ARTICLE 8: TERMINATION PROCEDURES**

The BVCOG or the BVWACS Parties may cancel this Agreement at any time upon ninety (90) days written notice by certified mail to the other parties to this Agreement. The obligations of the BVWACS Parties and of the BVCOG, including obligations to pay any invoices outstanding for goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the responsible party.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that any party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

**ARTICLE 11: CONSENT TO SUIT**

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

**ARTICLE 12: NOTICES**

Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such party at the following respective addresses:

**Brazos Valley Council of Governments:**

Attention:  
P.O. Box 4128  
Offices: 3991 East 29<sup>th</sup> St.  
Bryan, Texas 77805-4128

**City:**

City of Bryan  
Attention: City Manager, with a copy to the City Attorney  
P. O. Box 1000  
Bryan, TX 77805

**City:**

City of College Station  
Attention: City Manager, with a copy to the City Attorney  
1101 Texas Avenue  
College Station, TX 77840

**City:**

City of Brenham  
Attention: City Manager, with a copy to the City Attorney  
200 West Vulcan Street  
PO Box 1059  
Brenham, TX 77834

**County:**

Brazos County  
Attention: County Judge, with a copy to County Attorney  
300 East 26<sup>th</sup> Street  
Suite 114  
Bryan, TX 77803

**County:**

Washington County  
Attention: County Judge, with a copy to County Attorney  
100 East Main Street  
Suite 104  
Brenham, TX 77833

**Texas A & M University:**

Texas A & M University  
Attention: Vice President and Associate Provost  
For Information Technology  
1365 TAMU  
College Station, TX 77843-1365

**ARTICLE 13: MISCELLANEOUS**

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter.

c. 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 all the parties.

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

e. 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.

f. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of all the other parties to this Agreement.

g. This Agreement is effective as of the effective date set forth above. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The counterparts may be signed in multiple originals to allow each party to have an originally signed counterpart for each party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties.

**THIS INSTRUMENT HAS BEEN EXECUTED IN MULTIPLE ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

CITY OF BRYAN

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

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

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

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

CITY OF COLLEGE STATION

WASHINGTON COUNTY

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

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

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

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

CITY OF BRENHAM

TEXAS A & M UNIVERSITY

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

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

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

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

BRAZOS COUNTY

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

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

## EXHIBIT “A-1”

### SCOPE OF SERVICES

The BVCOG shall perform the following services at the following rates for the BVWACS Parties as the Managing Entity pursuant to the BVWACS Agreement:

1. Perform as Managing Entity as set forth in the BVWACS Agreement. This includes the following:
  - a. Overall management. To manage the BVWACS on a day to day basis. Responsibilities include specific duties outlined in the BVWACS Agreement plus any other duties as determined by the Governing Board created under such Agreement.
  - b. Management. Perform ongoing management of the construction, acquisition, implementation, operation and maintenance of the BVWACS;
  - c. Coordination with other radio systems. Serve as principle coordinator with other radio systems as determined by the Governing Board;
  - d. Minutes. Maintain minutes of the Governing Board and Operating Board meetings;
  - e. Recommendations. Make recommendations to the Operating Board regarding proper performance of the BVWACS under the terms of this Agreement;
  - f. Supervision. Supervise additional Employees as applicable;
  - g. Dispute Resolution. Assist in the administrative dispute process as set out elsewhere in this Agreement.
  - h. Agreement Copy. Maintain and make available at all reasonable times to the Operating Board and to the Governing Board a current copy of this Agreement, including any amendments and the most current version of all Exhibits together with copies of the most current versions of any subsequently developed operating procedures or standards;
  - i. Financial Responsibilities. Reconcile the budget on a quarterly basis or as requested by the Governing Board. Prepare draft budget, coordinate purchasing, conduct inventories, assist with any audits and handle such other fiscal matters as may be directed by the Governing Board;
  - j. Reports. Provide such performance reports, projection reports and other reports regarding the technical, operational, fiscal and other aspects of the BVWACS as required by the Governing Board or Operating Board;
  - k. Record Keeping. Maintain and keep current all records, legal documents, contracts, manuals, warranties, etc. relating to the BVWACS and make same available for review by any of the Parties upon request;
  - l. Contract Administration. Administer all contracts for the construction, acquisition, implementation, operation and maintenance of the BVWACS;
  - m. Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;
  - n. Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;
  - o. BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives

set forth herein and that support interaction and communications with other public safety radio systems;

p. Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition, implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs, and such other duties as set out below.

2. Perform Grant Administration, including the following:

- a. Perform as the sub-recipient for Federal Grant Award Number 2007-GS-H7-0044, ensuring the BVWACS Parties adhere to all terms and conditions of such grant, accounting for the proper administration of funding and performing items b-k below with respect to such grant.
- b. Procurement and evaluation responses resulting in specific recommendations to the BVWACS Governing Board for the execution of grants and contracts, including receipt of funds;
- c. Recommendation to the BVWACS Governing Board for the award of subcontracts for the provision of the services set forth for covered programs that have been approved in accordance with the BVWACS Agreement;
- d. Management, administration, and oversight of subcontracts and subcontractors' performance, including for contracts for planning, evaluation, and monitoring;
- e. Payment of all authorized grant program expenses, whether for staff or administrative services, participant support costs, authorized subcontracted services, participant wages or stipends, or other costs incurred in the implementation of programs;
- f. Reimbursement of any questioned or disallowed costs will first be demanded from the subcontractor where the costs occurred, and making recommendations regarding possible solutions;
- g. Maintenance of financial and grant participant information records;
- h. Preparation and delivery of such reports and invoices for funds as are required by the state and federal rules, regulations, and administrative policies applicable to the program covered under the statutes;
- i. Preparation of a budget for Grant Recipient/Fiscal Agent;
- j. Authority to procure service providers for services authorized in the adopted and approved annual plans for the covered grant programs;; and
- k. Provision of other duties that may be required by changes in state and/or federal rules, regulations, and/or policies that are applicable to the covered grant program.

3. Exclusion from scope of services:

a. Conveyance of interests in real property. This does not prohibit the provision of services relating to property acquisition, such as oversight of surveys, title work, appraisals, etc.

# EXHIBIT "A-2"

## COSTS FOR SERVICES

	<u>12 month Budget</u>	
<b>Personnel</b>		
5110 Project Director	\$ 80,000	
5110 BVCOG Staff Oversight	\$ 17,000	
<u>5150 Rel. Time &amp; Benefits</u>	<u>\$ 29,100</u>	30% of salaries
<b>Total Personnel</b>	<b>\$126,100</b>	
<b>Other Direct</b>		
5310 Travel-5310	\$ 7,000	
5510 Equipment-5621	\$ 3,200	
Direct Supplies	\$ 1,000	
Direct Space	\$ -	
Direct Phone	\$ 1,600	
5212 Consultants-5212	\$ -	
5791 Other Direct	\$ 5,000	job posting and office furniture
<u>Postage-5762 Printing-5721 &amp; Training-</u>		
<u>5762 5798</u>	<u>\$ 1,500</u>	
<b>Total Other Direct</b>	<b>\$19,300</b>	
<b>Internal Service Funds</b>		
6150 Accounting	\$ 8,263	10.329% of salaries
6151 System Admin.	\$ 4,684	5.855% of salaries
6152 Copy Fax	\$ 1,772	2.215% of salaries
6153 Human Resource	\$ 3,896	4.87% of salaries
6154 Space	\$ 3,120	(200 Sq. Ft. @ \$1.30 per square ft per month)
6155 Reception Internet Phone	\$ 2,144	2.794% of salaries
6158 Purchasing Solutions Alliance (PSA)	\$ 1,315	1.644% of salaries
<u>6156 Core Supplies</u>	<u>\$ 762</u>	<u>.961% of salaries</u>
<b>Total ISF</b>	<b>\$ 25,957</b>	
<b><u>Total Direct &amp; ISF</u></b>	<b>\$171,357</b>	
5911 Indirect Current year Charge	\$ 4,575	2.67% of total expenses
<u>6178 Pass through</u>	<u>\$ -</u>	
<b>Total Indirect &amp; Passthrough</b>	<b>\$ 4,575</b>	
<b>TOTAL EXPENSES</b>	<b><u>\$175,932</u></b>	
Total Expenses w/out Indirect	\$171,357	
<b>Sources of Funds</b>		
<b><u>Grants</u></b>		
4111 Federal Grant Revenue		
4211 State Grant Revenue		
4772 Other Grants		
<b><u>Local / Match Revenue</u></b>		
4511 Local Memberships		
4250 Office of Governor (SPA)		
4505 County Indigent Health Assessments		
4251 Other Sources-Cash		
4784 Other Sources - In Kind		
Carryover from Prior Years Fund		
Balance		
Due from BVAHC		



**June 26, 2008**  
**Regular Agenda Item 9**  
**Brazos Valley Wide Area Communications System (BVWACS) ILA**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution adopting an interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University to provide for the construction, acquisition, implementation, operation, and maintenance of the Brazos Valley Wide Area Communications System (BVWACS).

**Recommendation(s):** Staff recommends approval of the resolution adopting an interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University to provide for the construction, acquisition, implementation, operation, and maintenance of the Brazos Valley Wide Area Communications System (BVWACS).

**Summary:** This resolution adopting the interlocal agreement for the construction, acquisition, implementation, operation, and maintenance of the Brazos Valley Wide Area Communications System (BVWACS) is the culmination of an effort started in October 2006 to provide regional interoperable communications for public safety and emergency operations.

On January 25, 2007, Council approved an interlocal agreement with the City of Bryan, Brazos County and Texas A&M University to jointly procure consulting services for the purpose of applying for a federally funded Public Safety Interoperable Communications (PSIC) Grant for a single interoperable radio system. Subsequently, Washington County and the City of Brenham signed Joinder Agreements to participate in the project.

The consultant, with participating parties, developed a conceptual system design and determined the associated cost budget. The conceptual design was briefed to the governing bodies of the six entities during July and August 2007. Each of the governing bodies approved the concept and provided direction to complete the grant application. Based on grant guidance, a phased plan was developed and submitted.

This action creates the Brazos Valley Wide Area Communications System (BVWACS) and establishes the governing and operating structure.

**Budget & Financial Summary:** On April 7, 2008, the BVWACS participants were notified that the PSIC grant for BVWACS Phase I, in the amount of \$2,837,725, was approved.

**Attachments:**

1. Resolution
2. ILA

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF BRYAN, CITY OF BRENHAM, BRAZOS COUNTY, WASHINGTON COUNTY, AND TEXAS A&M UNIVERSITY TO PROVIDE FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, AND MAINTENANCE OF THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS).

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services including public safety and emergency management; and

WHEREAS, the City Council of the City of College Station, Texas, desires to enter into an agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University for the construction, acquisition, implementation, and maintenance of a regional interoperable radio system; and

WHEREAS, the City Council of the City of College Station, Texas, desires to improve interoperable communications for public safety and emergency management agencies; now, therefore,

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

PART 1: That the City Council hereby approves the interlocal agreement with the City of Bryan, City of Brenham, Brazos County, Washington County, and Texas A&M University for the construction, acquisition, implementation, and maintenance of a regional interoperable radio system referred to as the Brazos Valley Wide Area Communications System. A copy of such agreement which is attached hereto as Exhibit "A" and incorporated herein.

PART 2: That this resolution shall take effect immediately from and after its passage.

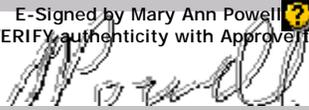
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

E-Signed by Mary Ann Powell  
VERIFY authenticity with ApproveIT  


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

1  
2 **INTERLOCAL AGREEMENT**  
3 **FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION,**  
4 **OPERATION AND MAINTENANCE OF**  
5 **THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM**  
6 **(BVWACS)**

7  
8 STATE OF TEXAS §  
9 COUNTIES OF BRAZOS AND WASHINGTON §  
10

11 This Agreement is by and among the City of Bryan, City of College Station, City of  
12 Brenham, Brazos County, Washington County, and Texas A & M University.

13 **R E C I T A L S**

- 14 A. The BVWACS Parties are combining their resources and desire to jointly acquire  
15 additional resources for the Brazos Valley Wide Area Communications System to  
16 improve the ability of public safety and public service radio communications  
17 internally and among themselves, and to allow direct access to, and exchange of data.  
18
- 19 B. The BVWACS Parties desire to join their Wide Area Communications System with  
20 the regional communications system of Harris County, Texas, and to create a  
21 mechanism to effectively administrate this endeavor pursuant to a separate  
22 agreement with Harris County in a manner consistent with this Agreement.  
23
- 24 C. The BVWACS Parties desire to provide for the organizational structure and funding  
25 support for the construction, acquisition, implementation, operation and  
26 maintenance of the Wide Area Communications System.  
27

28 **A G R E E M E N T**  
29

30 NOW, THEREFORE, in consideration of the mutual covenants herein, the BVWACS  
31 Parties agree as follows:

32 **1. Definitions.**

33 1.A. Annual Assessment means the proportionate share determined in accordance  
34 with that BVWACS Party's participation share as shown on Exhibit A of that Fiscal  
35 Year's Capital Costs and Operating Costs based on the approved Budget.

36 1.B. Brazos County means the corporate and political body of the state of Texas  
37 known as Brazos County.

38  
39 1.C. Brenham means the City of Brenham.

40 1.D. Bryan means the City of Bryan

41 1.E. BVWACS Associates means those entities that are sponsored by a BVWACS  
42 Party that are eligible to use the licensed frequencies under FCC rules and  
43 regulations, that are using the BVWACS and that are not BVWACS Parties pursuant  
44 to the terms of this Agreement.

45 1.F. BVWACS Managing Entity means the Brazos Valley Council of  
46 Governments contracted to supervise the performance of this Agreement or any  
47 other BVWACS Party or third party entity designated to perform this function  
48 pursuant to the terms of this Agreement and pursuant to Section 791.013 Texas  
49 Government Code.

50 1.G. BVWACS Parties means the state political subdivisions that have entered  
51 into this Agreement for the construction, acquisition, implementation, operation and  
52 maintenance of the BVWACS, including Bryan, College Station, Brenham, Brazos  
53 County, Washington County, and Texas A & M University. Additional parties may  
54 be added from time to time pursuant to the terms of this Agreement.

55 1.H. BVWACS Systems Manager means the Employee of the Managing Entity  
56 unless designated by the Governing Board otherwise tasked to perform services for  
57 BVWACS as set forth in this Agreement.

58 1.I. BVWACS Support Vendor means any of the one or more vendors selected  
59 to provide maintenance, repair, troubleshooting, and related services for the Brazos  
60 Valley Wide Area Communications System.

61 1.J. BVWACS Value means the undivided interest of a BVWACS Party in the  
62 BVWACS Infrastructure, Improvements and real property.

- 63 1.K. College Station means the City of College Station.
- 64 1.L. Commencement Date means the date on which this Agreement has been
- 65 duly approved by all BVWACS parties.
- 66 1.M. Costs include Capital Costs and Operating Costs as defined below:
- 67 1.M.1. Capital Costs means all costs incurred for the construction,
- 68 acquisition and implementation of the BVWACS in accordance with the
- 69 terms of this Agreement. Capital Costs includes expenditures for the
- 70 construction, acquisition and implementation of any and all Improvements,
- 71 Infrastructure, additions, replacements, upgrades and enhancements to the
- 72 BVWACS; land acquisition costs, including appraisals, legal fees, surveys,
- 73 and other costs associated thereto; the procurement of any hardware or
- 74 software relating to the construction and implementation of any and all
- 75 Improvements, Infrastructure, additions, replacements, upgrades and
- 76 enhancements to the BVWACS; engineering studies, consulting reports,
- 77 analysis, design and planning; the cost of obtaining all licenses; auditing and
- 78 compliance with accounting principles and the fiscal and legal expenses
- 79 relating thereto, and any and all other costs and expenses relating to the
- 80 foregoing. The BVWACS will be implemented in phases. The Initial Phase is
- 81 attached hereto and made a part hereof labeled Exhibit B. Notwithstanding
- 82 any of the above, Capital Costs shall be processed in accordance with GASB
- 83 34 and GAAP Accounting Principles.
- 84 1.M.2. Operating Costs means all costs not specifically identified as Capital
- 85 Costs and includes all fixed and variable costs and expenses incurred, directly
- 86 or indirectly, in the operation and maintenance of the BVWACS consisting
- 87 of, without limit, the direct purchase of goods and services, such as
- 88 photographic supplies, developing and printing, educational materials, books,
- 89 office supplies, postage, computer supplies, computer software, small tools
- 90 and minor equipment, and minor computer hardware, office space or the
- 91 value thereof; costs associated with contracts to supply goods and services,
- 92 such as support contracts, rental of copy machines, vehicle maintenance and
- 93 fuel costs, tower site and infrastructure insurance, building maintenance,
- 94 computer hardware and software maintenance, printing and binding;

95 personnel costs incurred by all entities for Employees approved in the  
96 Budget to support the BVWACS including, without limitation, wages,  
97 benefits, insurance, employment related taxes, employers' retirement  
98 contributions, phone allowances, pagers, education and seminar fees, travel  
99 for training, mileage reimbursement, and parking costs; and further including  
100 ongoing utility costs, security, and the normal, periodic maintenance, tuning,  
101 servicing, inspecting, parts replacement and repair and other similar activities  
102 that are intended to keep the BVWACS functioning efficiently and to  
103 maintain the useful life of the assets and reduce the probability of failures.  
104 The term includes all other items or expenses of a like or different nature  
105 reasonably required or desirable for the efficient maintenance and operation  
106 of the BVWACS in full compliance with all current and future regulatory  
107 requirements and the performance of the provisions of this Agreement; the  
108 provision of liability and other insurance in amounts and types determined  
109 necessary for the proper operation of BVWACS; assumption of legal liability  
110 of the BVWACS Parties to pay money to satisfy an arbitration award,  
111 administrative decision, settlement agreement, or court decision creating a  
112 judgment against one or more of the BVWACS Parties as a result of a third  
113 party claim arising out of or incident to the terms of this Agreement,  
114 including reasonable attorneys' fees and costs incurred in defending against  
115 same; and costs incurred in enforcing or defending the provisions of this  
116 Agreement, including reasonable attorneys' fees. Notwithstanding any of the  
117 above, Operating Costs shall be processed in accordance with GASB 34 and  
118 GAAP Accounting Principles.

119 1.N. Day unless otherwise described, means calendar day.

120 1.O. Employees means the person(s) employed by one or more of the Parties or  
121 by the Managing Entity, devoted exclusively to the construction, acquisition,  
122 implementation, operation and maintenance of the BVWACS as set forth in this  
123 Agreement.

124 1.P. FCC means the Federal Communications Commission.

125 1.Q. Fiscal Year means the fiscal year agreed upon by the entities signing this  
126 Agreement. The Fiscal Year in effect as of the execution of this Agreement  
127 commences on October 1st of each year and ends the following September 30th.

128 1.R. Improvements means any structure, facility, addition, replacement, upgrades  
129 and enhancements to the BVWACS including, without limitation, hardware,  
130 software, equipment and real property acquired for increasing functionality, range or  
131 capacity of the Wide Area Communications System.

132 1.S. Infrastructure means collectively all Improvements, additions, replacements,  
133 upgrades and enhancements to real property or personalty, real property acquisition,  
134 and all system hardware and software procurement necessary for the normal  
135 operation of the BVWACS and excluding Subscriber Equipment.

136 1.T. Initial Phase means that first phase of Infrastructure and Improvements,  
137 including the Capital Costs relating thereto, for the Parties to utilize the BVWACS  
138 within the designated portions of the Service Area all as shown on Exhibit C. As  
139 proposed herein, the Initial Phase shall include radio voice communications but not  
140 data transmission.

141 1.U. Quarterly Assessment means a BVWACS Party's proportionate share of the  
142 Capital Costs and Operating Costs that are projected to be incurred and the amount  
143 of money projected to be expended during the next fiscal quarter as presented in an  
144 itemized schedule prepared by the Managing Entity, with the proportionate share  
145 determined in accordance with the participation share of the BVWACS Party shown  
146 on Exhibit A.

147 1.V. Remaining Parties means those BVWACS Parties to this Agreement who  
148 remain committed to this Agreement if one or more BVWACS Parties withdraw  
149 from this Agreement or is terminated pursuant to the terms of this Agreement.

150 1.W. Service Area means that geographical area designed to serve the Parties for  
151 the BVWACS as same may, from time to time, be amended through approval by the  
152 Governing Board. A map of the initial Service Area is attached hereto as Exhibit C.

153 1.X. Standard Terms and Conditions means the terms and conditions listed in  
154 Exhibit D that must be included in all BVWACS Associate Interlocal Cooperation  
155 Agreements.

156 1.Y. Subscriber Equipment means the portable radios, mobile radios, control  
157 station radios, radio consoles and other equipment operated by BVWACS Parties  
158 and BVWACS Associates accessing BVWACS.

159 1.Z. Terminated Party means a BVWACS Party who has received a notice of  
160 termination and whose participation in the BVWACS Agreement has been  
161 terminated for default, after it failed to cure the default in a timely manner.

162 1.AA. Termination Date means twelve (12) months from the date of the notice of  
163 withdrawal when a BVWACS Party gives notice of its intention to withdraw from  
164 this Agreement and terminate its participation in BVWACS.

165 1.BB. Washington County means the corporate and political body of the state of  
166 Texas known as  
167 Washington County.

168 1.CC. Wide Area Communications System or BVWACS means the Regional Voice  
169 and Data Radio System serving the Brazos County and Washington County, Texas  
170 areas as shown on a Service Area map attached as Exhibit C as same may from time  
171 to time be amended as provided in this Agreement, implemented by Parties for  
172 public safety and public service purposes in accordance with the terms herein and  
173 pursuant to applicable law for such type of public communications system.

174 1.DD. Withdrawing Party means a BVWACS Party who gives notice of its intention  
175 to withdraw from this Agreement and terminate its participation in BVWACS.

176 **2. Term of Agreement.**

177 The term of this Agreement shall be effective when this Agreement has been duly  
178 approved by all BVWACS Parties (termed the Effective Date), subject to the BVWACS  
179 Parties' rights of termination in this Agreement. The initial term of this Agreement is from  
180 the Effective Date to the next occurring September 30<sup>th</sup>. After that, this Agreement  
181 automatically renews for up to a maximum of four (4) additional terms of Twelve (12)  
182 months on October 1 of each year, subject to the BVWACS Parties' rights of termination in  
183 this Agreement. Nothing in this Agreement will prevent the BVWACS Parties from entering  
184 into a separate Agreement with another group or entity providing similar radio services  
185 provided such Party continues to adhere to the terms and conditions of this Agreement.

186 **3. Purpose.**

187 The purpose of this Agreement is to establish an organizational and management  
188 structure for the construction, acquisition, implementation, ongoing administration,

189 operation, and maintenance of the BVWACS by the Parties, including establishing a budget  
190 proposal process, a funding process, and the allocation of Costs associated with the  
191 construction, acquisition, implementation, operation, maintenance, and Improvements to the  
192 Wide Area Communications System.

193 The BVWACS Parties have developed initial objectives, attached as Exhibit E, and  
194 evaluation factors, attached as Exhibit F.

195 **4. Governing Board.**

196 4.A. Purpose. The Governing Board shall set policy for the BVWACS, direct and  
197 approve the operating policies and procedures of the Operating Board, adopt a draft  
198 budget annually, and carry out any and all other appropriate tasks necessary for the  
199 proper functioning of the BVWACS. The Governing Board may exercise such  
200 powers and duties as authorized under this Agreement.

201 4.B. Composition. The Governing Board shall consist of one member from each  
202 of the BVWACS Parties. Governing Board Members should be public officials or  
203 senior executive level employees of their respective BVWACS Party. The Governing  
204 Board is initially composed of Bryan's mayor, College Station's mayor, Brenham's  
205 mayor, Brazos County's Judge, Washington County's Judge, and Texas A & M's Vice  
206 President and Associate Provost for Information Technology. Governing Board  
207 Members may designate in writing an individual within their entity to act in their  
208 place. The governing body of a BVWACS Party may designate in writing a change in  
209 that BVWACS Party's Governing Board Member.

210 4.C. Officers. The Governing Board shall elect a chair, vice-chair, and other  
211 officers annually. The BVWACS Managing Entity shall provide secretarial services  
212 and other administrative support services to the Governing Board.

213 4.D. Meeting Requirements. The Governing Board shall meet at least semi-  
214 annually, but special meetings may be called by the request of one (1) or more  
215 Governing Board Members. These meetings shall be held in compliance with the  
216 Texas Open Meetings Act. These meetings shall be publicly posted 72 hours before  
217 the meeting by the Chair of the Governing Board. Meeting notices and meeting  
218 agenda shall be sent to members of the Governing Board at least 72 hours before the  
219 meeting.

220 4.E. BVWACS Improvements. The Governing Board may develop agreements  
221 defining the roles and responsibilities of the BVWACS Parties for BVWACS  
222 Improvements at the time the BVWACS Improvements are approved by the  
223 BVWACS Parties. The funding for these BVWACS Improvements shall be included  
224 in these agreements. Unless otherwise agreed by the BVWACS Parties in writing,  
225 funding for the cost of BVWACS Improvements that are constructed or acquired to  
226 benefit one (1) or more individual BVWACS Parties shall be paid only by the  
227 BVWACS Parties benefiting from such BVWACS Improvements.

228 4.F. Quorum and Voting. No action may be taken by the Governing Board  
229 unless a quorum is present. A quorum shall consist of a majority of members.  
230 Unless expressly stipulated otherwise in this Agreement or unless required differently  
231 pursuant to applicable law, the affirmative vote of a majority of members is required  
232 for the Governing Board to adopt any resolution or take any action. Each member  
233 of the Governing Board shall have one vote.

234 **5. Operating Board.**

235 5.A. Purpose. The management and technical operation of the BVWACS is  
236 overseen by an Operating Board which ensures that the policies set by the BVWACS  
237 Governing Board are carried out and which provides overall BVWACS advice as to  
238 the construction, acquisition, implementation, operation and maintenance of the  
239 BVWACS and provides advice to the BVWACS Managing Entity.

240 5.B. Composition. The Operating Board consists of one member appointed by  
241 each of the BVWACS Parties. In addition, each BVWACS Party may designate in  
242 writing an alternate (“Alternate”) to act in place of its appointed Operating Board  
243 member. Notice of a change in designated Board Members or Alternate by a  
244 BVWACS Party may be made by sending written notice of the newly designated  
245 Board Member(s) or Alternate to the Chair of the Operating Board, with a copy to  
246 the BVWACS Managing Entity. The composition of the initial Operating Board is  
247 shown in Exhibit G.

248 5.C. Duties. The Operating Board shall meet at least quarterly. The Operating  
249 Board shall examine the apportionment of BVWACS Capital Costs and Operating  
250 Costs among the BVWACS Parties and recommend any adjustments needed to the  
251 Governing Board. The Operating Board shall annually submit a draft Operating and

252 Capital Program budget for presentation to the Governing Board by February 1 of  
253 each year unless directed otherwise by the Governing Board regarding funds needed  
254 to improve, operate, maintain, and use the BVWACS. The Operating Board shall  
255 review and recommend the operating policies and procedures for the BVWACS,  
256 including policies related but not limited to system security, fleetmap management,  
257 capacity management, and interoperability with other radio systems and equipment.  
258 The Operating Board shall regularly review the evaluation factors for the BVWACS  
259 as described in Exhibit F of this Agreement and take needed actions to ensure  
260 reliable BVWACS performance. The BVWACS Managing Entity, together with the  
261 Operating Board, shall develop and recommend to the Governing Board BVWACS  
262 Improvements as needed to ensure optimal BVWACS functionality and  
263 performance. The Operating Board shall consider the impact of proposed  
264 BVWACS Associates and proposed new Parties to this Agreement on the capacity of  
265 the BVWACS and recommend approval or denial of requests to sponsor an entity as  
266 an Associate or to add an additional party to this Agreement.

267 In addition, the Operating Board annually provides input to the Governing  
268 Board and to the BVWACS Managing Entity on the performance of the BVWACS  
269 Systems Manager.

270 5.D. Terms. The term of each Board Member shall be determined by the  
271 appointing BVWACS Party. All Board Members serve at the pleasure of their  
272 appointing BVWACS Party.

273 5.E. Attendance Requirements. Either a Board Member or Alternate shall attend  
274 all meetings. If a BVWACS Party has no representation at more than 25% of the  
275 meetings during any calendar year, the BVWACS Party shall appoint new Board  
276 Member(s) and new Alternate(s). Operating Board meetings are scheduled by the  
277 Operating Board Chair.

278 5.F. Chair, Vice-Chair, and Secretary. The Operating Board Members elect the  
279 Chair, Vice-Chair, and Secretary in the first month of each Fiscal Year. The Chair is  
280 responsible for scheduling meetings and providing Operating Board members with  
281 meeting notices. One of the duties of the Secretary shall be to record and track  
282 attendance of Board Members and Alternates. The BVWACS Managing Entity

283 provides or arranges staff support to make written minutes of each Operating Board  
284 meeting and provides other needed logistical support for the Operating Board.

285 5.G. Procedures at Meeting. The Chair presides at the meetings and the Vice-  
286 Chair acts in the absence of the Chair. No action may be taken by the Operating  
287 Board unless a quorum of Board Members are present. A quorum shall consist of a  
288 majority of Board Members. The Chair shall provide the Board Members with at  
289 least 20 days notice of proposed dates for regular meetings. Any Board Member may  
290 place items on the Operating Board's meeting agenda by submitting the item to the  
291 Chair at least ten days before the next meeting. The Chair shall submit the agenda to  
292 the Board Members no later than seven days before the meeting. Each Board  
293 Member shall have one vote. The affirmative vote of more than 50 per cent of all the  
294 members of the Operating Board is required to adopt any resolution or take any  
295 action. Voting by proxy or delegate is permitted.

296 5.H. Actions of Operating Board. The Operating Board may not take any action  
297 that would violate any applicable statute, law, regulation, court order, ordinance,  
298 commissioners' court order, city charter provision, articles of incorporation or other  
299 governing document. If any such action is taken, it is null and void.

300 5.I. Special Meetings. The BVWACS Managing Entity may call meetings upon  
301 72 hours written notice to the Board Members to conduct regular business matters  
302 or to address budget related items, which may require action by the Parties'  
303 governing bodies to increase or decrease currently budgeted expenditures. The Chair  
304 or a majority of the Board Members may also call special meetings of the Operating  
305 Board. In the event of an emergency, the notice provision herein shall be  
306 suspended.

307 **6. Amendments to Agreement.**

308 Any BVWACS Party may propose an amendment to this Agreement to the  
309 Operating Board. The Operating Board considers the amendment and makes a  
310 recommendation to the Governing Board for consideration. The Governing Board shall  
311 review amendments to this Agreement and may recommend approval of the amendment to  
312 the governing bodies of the BVWACS Parties. An amendment to this Agreement shall be  
313 effective when approved by the governing bodies of five of the six BVWACS Parties. A  
314 BVWACS Party whose governing body does not approve an amendment to this Agreement

315 adopted as provided above, may withdraw from participation in the BVWACS as described  
316 elsewhere in this Agreement.

317 **7. Construction, Acquisition and Implementation of BVWACS.**

318 7.A. Initial Phase. The Initial Phase of the BVWACS shall be comprised of  
319 current Infrastructure and Improvements owned by one or more of the Parties hereto plus  
320 additional Infrastructure and Improvements to be constructed or acquired. Exhibit B sets  
321 out the Infrastructure, Improvements and real property currently owned by one or more of  
322 the Parties as well as the additional proposed BVWACS Infrastructure and BVWACS  
323 Improvements that will comprise the Initial Phase. The Parties agree that the Initial Phase  
324 of the BVWACS shall be as set forth in Exhibit B.

325 7.B. Ownership and Permission. Ownership of Infrastructure and Improvements  
326 currently owned by the Parties shall remain the property of such Party. Permission for all  
327 BVWACS Parties, BVWACS Associates, the BVWACS Managing Entity and their  
328 respective agents and representatives to access and use such Infrastructure and  
329 Improvements as part of the BVWACS in accordance with this Agreement is herein granted.  
330 New BVWACS Improvements and BVWACS Infrastructure shall be owned as tenants in  
331 common among the Parties then in existence at the time funding was provided for such  
332 BVWACS Improvements or BVWACS Infrastructure.

333

334 **8. Staffing and Operations.**

335 8.A. Designation of Managing Entity. The Governing Board shall designate one  
336 of the BVWACS Parties or a mutually agreed upon third party as the Managing  
337 Entity for the BVWACS. The initial Managing Entity shall be the Brazos Valley  
338 Council of Governments.

339 8.B. BVWACS Systems Manager. The Managing Entity is responsible for  
340 providing the BVWACS Systems Manager. This may be a full time Employee or,  
341 with the approval of the Governing Board, contracted third party devoted to  
342 managing the construction, acquisition, implementation, operation and maintenance  
343 of the BVWACS under the direction of the Managing Entity. The Operating Board  
344 will serve in an advisory capacity to the BVWACS Systems Manager on behalf of the  
345 Governing Board. The BVWACS Systems Manager shall be an Employee of the  
346 Managing Entity unless the Governing Board designates otherwise. As its

347 Employee, the Managing Entity shall be responsible for the hiring, firing,  
348 performance review, training and education, provision of health and retirement  
349 benefits and all other costs associated with this position as well as costs associated  
350 with being an Employee of the Managing Entity, subject to reimbursement by the  
351 Parties through adoption of BVWACS Budget which shall include the costs of all  
352 Employees. The Managing Entity shall obtain input from the Governing Board  
353 before taking any formal action regarding performance, including annual reviews,  
354 with respect to such Employee.

355 **8.C. Management Duties of the BVWACS Managing Entity.** The BVWACS  
356 Managing Entity will manage the BVWACS on a day to day basis. Responsibilities  
357 include the following plus any other duties as determined by the Governing Board:

358 8.C.1. **Management.** Perform ongoing management of the construction,  
359 acquisition, implementation, operation and maintenance of the BVWACS;

360 8.C.2. **Coordination with other radio systems.** Serve as principle coordinator  
361 with other radio systems as determined by the Governing Board;

362 8.C.3. **Minutes.** Maintain minutes of the Governing Board and Operating  
363 Board meetings;

364 8.C.4. **Recommendations.** Make recommendations to the Operating Board  
365 regarding proper performance of the BVWACS under the terms of this Agreement;

366 8.C.5. **Supervision.** Supervise additional Employees as applicable;

367 8.C.6. **Dispute Resolution.** Assist in the administrative dispute process as set  
368 out elsewhere in this Agreement.

369 8.C.7. **Agreement Copy.** Maintain and make available at all reasonable times  
370 to the Operating Board and to the Governing Board a current copy of this  
371 Agreement, including any amendments and the most current version of all Exhibits  
372 together with copies of the most current versions of any subsequently developed  
373 operating procedures or standards;

374 8.C.8. **Financial Responsibilities.** Reconcile the budget on a quarterly basis  
375 or as requested by the Governing Board. Prepare draft budget, coordinate  
376 purchasing, conduct inventories, assist with any audits and handle such other fiscal  
377 matters as may be directed by the Governing Board;

378           8.C.9. Reports. Provide such performance reports, projection reports and  
379 other reports regarding the technical, operational, fiscal and other aspects of the  
380 BVWACS as required by the Governing Board or Operating Board;

381           8.C.10. Record Keeping. Maintain and keep current all records, legal  
382 documents, contracts, manuals, warranties, etc. relating to the BVWACS and make  
383 same available for review by any of the Parties upon request;

384           8.C.11. Contract Administration. Administer all contracts for the  
385 construction, acquisition, implementation, operation and maintenance of the  
386 BVWACS;

387           8.C.12. Project Management. Oversee the management of all projects  
388 relating to the construction, acquisition and implementation of Infrastructure and  
389 Improvements to the BVWACS;

390           8.C.13. Standard Operating Procedures. Develop, distribute and keep  
391 current standard operating procedures for the BVWACS as directed by the  
392 Operating Board;

393           8.C.14. BVWACS Availability. Ensure operational and technical availability  
394 of the BVWACS features to the Parties and Associates in accordance with the goals  
395 and objectives set forth herein and that support interaction and communications  
396 with other public safety radio systems.

397           8.C.15. Grant Administration. Oversee the application, administration and  
398 financial management of grant funding programs available for the construction,  
399 acquisition, implementation, operation and maintenance of the BVWACS. This  
400 includes performing as a recipient or sub-recipient for the BVWACS Parties in  
401 relation to such grant programs.

402           8.D. Staffing. There may be such other Employees as may, from time to time, be  
403 budgeted and approved by the Governing Board. The BVWACS Parties through  
404 action of the Governing Board may elect to contract out some or all services relating  
405 to the construction, acquisition, implementation, operation and maintenance of the  
406 BVWACS. The initial number and types of Employees to be provided or funded  
407 by the BVWACS Parties are shown in Exhibit H. Notwithstanding anything herein  
408 to the contrary, personnel provided by one or more of the Parties to support the  
409 BVWACS are, and shall exclusively remain, employees of their respective entity,

410 subject to all of the employment rules and personnel policies of that entity. The  
411 personnel costs necessary to support the BVWACS are included in each year's draft  
412 budget submitted to the Parties, subject to the provisions in Section 9. Budget, and  
413 Section 18. Effect of Breach and Default.

414 8.E. Operating Procedures. The BVWACS Managing Entity shall ensure that  
415 standard operating procedures are prepared to govern the day-to-day management  
416 and operation of the BVWACS and BVWACS staff ("Standard Operating  
417 Procedures") as may be directed by the Governing Board, and shall submit such  
418 Standard Operating Procedures to the Operating Board for review and approval.  
419 Standard Operating Procedures shall be annually reviewed by the Operating Board  
420 and updated as needed. The BVWACS Managing Entity also monitors the  
421 implementation of and compliance with the Standard Operating Procedures. If there  
422 is any conflict between the Standard Operating Procedures and the employment  
423 rules and personnel policies of the entities, then the employment rules and personnel  
424 policies of the entities control as they impact that entities' staff supporting the  
425 BVWACS. The Operating Board shall also oversee the development and  
426 implementation of corrective measures policies.

427 8.F. Roles and Responsibilities. The BVWACS Parties shall use the BVWACS in  
428 a manner consistent with the Standard Operating Procedures, directives of the  
429 Governing Board and in compliance with applicable FCC rules and regulations. The  
430 BVWACS Parties shall follow the established Standard Operating Procedures and  
431 Governing Board directives regarding the programming and addition of Subscriber  
432 Equipment to the BVWACS. The BVWACS Parties are encouraged to utilize and  
433 improve the interoperation capabilities of the BVWACS. BVWACS Parties shall  
434 utilize the BVWACS Managing Entity as their primary point of contact for requests  
435 for BVWACS Improvements when dealing with problems, or to answer questions.  
436 BVWACS Parties shall work in good faith with the BVWACS Managing Entity to  
437 help resolve problems. Using Standard Operating Procedures or other directives  
438 from the Governing Board, BVWACS Parties shall have access to system reports  
439 including, but not limited to, system usage, utilization and performance. A  
440 BVWACS Party is financially responsible for any FCC penalties, fines or other

441 financial encumbrance caused by the actions of that BVWACS Party and any  
442 BVWACS Associate sponsored by it.

443 8.G. Capacity Management. The BWACS Managing Entity shall develop a policy  
444 for capacity management and submit the policy to the Operating Board for review  
445 and approval. This policy shall be reviewed annually by the Operating Board, and  
446 updated as needed to ensure appropriateness and applicability with current  
447 BVWACS needs and industry standards and practices.

448 8.H. Withdrawal of Managing Entity. In the event the current entity ceases to be  
449 the BVWACS Managing Entity and the BVWACS Managing Entity is not a  
450 BVWACS Party subject to the provisions of Section 17.B herein, the Governing  
451 Board Members representing five of the six BVWACS Parties shall appoint a  
452 replacement BVWACS Managing Entity. Within ten (10) days after receipt of notice  
453 of the identity of the replacement BVWACS Managing Entity, the current BVWACS  
454 Managing Entity shall:

455 8.H.1 Possession. Transfer control and possession of all BVWACS  
456 Infrastructure, BVWACS Improvements including BVWACS real property  
457 owned as tenants in common pursuant to this Agreement to the replacement  
458 BVWACS Managing Entity.

459 8.H.2 Conveyance of Real Property. Transfer any and all ownership rights  
460 it may have to real property acquired pursuant to the terms of this  
461 Agreement to the BVWACS Parties.

462 8.H.3 Evidence of Ownership. Provide evidence and documentation  
463 adequate to prove ownership of the BVWACS Infrastructure, BVWACS  
464 Improvements or real property, including, wherever applicable, transferring  
465 all rights, title and interests, including proprietary and intellectual property  
466 rights, to enable the replacement BVWACS Managing Entity to manage,  
467 upgrade, update, maintain, and operate or to sell, convey or otherwise  
468 dispose of the BVWACS Infrastructure, BVWACS Improvements or real  
469 property if or when the BVWACS Parties determine that this is appropriate,  
470 and

471 8.H.4. Operations and Legal Documents. Transfer the originals of all deeds,  
472 operations manuals, warranties, bills of sale, licenses, leases, titles and other

473 legal documents related to BVWACS Infrastructure, BVWACS  
474 Improvements or BVWACS real property to the replacement BVWACS  
475 Managing Entity.  
476

477 **9. Budget.**

478 9.A. Budget Adoption. The Governing Board shall annually approve a draft  
479 BVWACS Budget upon the approval of five of its six members in accordance with  
480 the timeframes set forth herein and recommend approval of the Budget to the  
481 governing bodies of the BVWACS Parties, including approval to appropriate their  
482 proportionate share of the BVWACS Budget. All Operating Costs must be included  
483 in each annual BVWACS Budget as well as any Capital Costs. The Budget shall  
484 include any and all costs relating to Employees in implementing and maintaining the  
485 BVWACS. If any BVWACS Party does not agree with the draft BVWACS Budget  
486 as presented, it must provide the Governing Board with a detailed explanation of its  
487 issues with the draft Budget within 30 days after receipt of it. Each member of the  
488 Governing Board shall consult with its governing body or appropriate budget review  
489 personnel before voting to approve any Budget.

490 9.B. Annual Operating Costs Budget. The annual Operating Costs shall be  
491 shared according to the participation levels shown in Exhibit A. Each year the  
492 BVWACS Managing Entity, following and abiding by its budgeting and accounting  
493 practices, shall prepare an annual Operating Costs budget (“Operating Budget”) on a  
494 fiscal year basis and submit this budget to the Operating Board. The Operating  
495 Budget must provide for all Operating Costs. The Operating Board shall review and  
496 adjust, as needed, the Operating Budget and then submit its recommendation to the  
497 Governing Board. The Governing Board shall, no later than March 1st of each year,  
498 approve a draft budget and recommend approval of the Operating Budget by each  
499 BVWACS Party and appropriation of their proportionate share of the Operating  
500 Budget in their next Fiscal Year’s budget. If budgeted amounts exceed actual  
501 expenditures, the unexpended balances shall be credited against the budgeted  
502 expenditure amounts in the Operating Budget for the next Fiscal Year unless  
503 refunded to the Party at such Party’s request.

504 9.C. Annual Capital Costs Budget. A Capital Costs budget shall be prepared  
505 annually using the same process for adoption as the Annual Operating Costs Budget  
506 except that while the Capital Costs budget is prepared annually, the planning period  
507 for Capital Costs is five (5) years. Unless otherwise agreed by the BVWACS Parties,  
508 Capital Costs shall be shared according to the participation levels shown in Exhibit  
509 A; provided, however, that the Capital Costs that are incurred to benefit only one or  
510 more individual BVWACS Parties shall be paid by the BVWACS Parties benefiting  
511 from such BVWACS Improvements and Infrastructure.

512 9.D. Budgeted Expenditures. After the Budget has been approved and funded by  
513 the BVWACS Parties, the BVWACS Managing Entity is authorized to incur costs in  
514 accordance with the Budget. Any costs to be incurred in excess of the approved and  
515 funded Operating Costs or Capital Costs Budget amounts require additional budget  
516 approval and funding, or re-allocation of existing funds, by the BVWACS Parties.

517 9.E. Other BVWACS Fees. Fees payable by BVWACS Associates are determined  
518 by the terms of their BVWACS Associate Interlocal Cooperation Agreement. Funds  
519 received by new Parties are determined in accordance with this Agreement.

520 9.F. Funding Transfers to the Managing Entity. Once each BVWACS Party  
521 appropriates its portion of the BVWACS Budget in its annual budgetary process, the  
522 Managing Entity shall provide timely and accurate invoices to facilitate the transfer  
523 of funds by each BVWACS Party to the Managing Entity, and the Parties shall each  
524 comply with the following procedures to facilitate payment by the Managing Entity  
525 to the BVWACS vendors and contractors:

526 9.F.1. Quarterly Assessment. At least 60 days prior to the beginning of  
527 each Quarter of the Fiscal Year, the BVWACS Managing Entity shall give the  
528 Operating Board, for its review, an itemized schedule of the Capital Costs  
529 and Operating Costs that are projected to be incurred, and the amount of  
530 money projected to be expended, during the next quarter. At least 30 days  
531 prior to the beginning of each Quarter, the Managing Entity shall send each  
532 BVWACS Party an invoice for its Quarterly Assessment.

533 9.F.2. Approval. Each BVWACS Party must approve or dispute its  
534 Quarterly Assessment and provide written notice of any dispute to the  
535 BVWACS Managing Entity within 15 business days after receipt of the

536 invoice for the Quarterly Assessment. If a dispute concerning the Quarterly  
537 Assessment is not resolved by the time the BVWACS Party is required to  
538 remit payment, the matter shall be resolved in accordance with the  
539 procedures set forth in Section 21, Dispute Resolution.

540 9.F.3. Payment Instructions. The Managing Entity must provide payment  
541 instructions to each BVWACS Party for the transfer of BVWACS Party  
542 funds to the Managing Entity.

543 9.F.4. BVWACS Party Funds. Each BVWACS Party must pay its Quarterly  
544 Assessment to the Managing Entity no later than 60 calendar days after  
545 receipt of an invoice in accordance with the resolution of any dispute about  
546 the Quarterly Assessment.

547 9.F.5. BVWACS Fund. The Managing Entity shall establish a separate fund  
548 for BVWACS in its accounting records (“BVWACS Fund”) that is dedicated  
549 to the administration of the BVWACS. All funds received from BVWACS  
550 Parties and other BVWACS revenues, including any interest earned, shall be  
551 credited to the BVWACS Fund. All BVWACS obligations shall be debited  
552 from the BVWACS Fund. The records for the BVWACS Fund shall be  
553 maintained in compliance with generally accepted accounting principles.

554 9.F.6. Accounting. The BVWACS Fund is managed by the Managing Entity  
555 in the same manner as the Managing Entity manages funds held in its  
556 depository accounts. Funds associated with the BVWACS, including accrued  
557 interest, shall be accounted for separately by the Managing Entity for the  
558 benefit of the BVWACS Parties, unless otherwise required by law or this  
559 Agreement.

560 9.F.7. Statements. The BVWACS Managing Entity is responsible for  
561 providing quarterly statements showing the credits to and debits from the  
562 BVWACS Fund, including any income earned, to each Party on or before the  
563 20th day of the first month following the end of such quarter. The quarterly  
564 statements must include beginning and ending BVWACS Fund balances.  
565 Statements for ‘year-end’ fund status must be provided as soon after year-end  
566 closeout as possible.

567 9.F.8. Payments. Subject to the availability of sufficient funds in the  
568 BVWACS Fund, the Managing Entity shall pay BVWACS contractors and  
569 vendors in compliance with the Texas Prompt Payment Act.

570 9.F.9. Reports. The BVWACS Managing Entity is responsible for  
571 providing each BVWACS Party with a quarterly written financial report on  
572 the Budget, including current BVWACS Cost projections for the succeeding  
573 quarter.

574 9.G. Funding. The BVWACS Parties specifically acknowledge that funding for  
575 each BVWACS Party's share of the BVWACS Operating Budget and Capital Costs  
576 Budget goes through that BVWACS Party's normal budgeting process; and upon  
577 approval by its governing body, is payable from current revenue available to each  
578 funding BVWACS Party. Purchase, operation and maintenance costs of Subscriber  
579 Equipment are the responsibility of each BVWACS Party.

580 9.H. Failure to appropriate. The failure of a BVWACS Party to appropriate its  
581 proportionate share of the BVWACS Budget by the first day of the Fiscal Year for  
582 which the Operating Budget and Capital Costs Budget is applicable shall be a  
583 material default of such BVWACS Party under this Agreement, and the BVWACS  
584 Parties shall follow the procedures for termination of a BVWACS Party set out in  
585 this Agreement addressing the effect of breach and default.

586 9.I. Partial Funding. If any BVWACS Party appropriates less than its  
587 proportionate share of Operating Budget and Capital Costs budget for any year, or if  
588 any BVWACS Party fails to pay its Quarterly Assessment, (herein called the  
589 "Underfunding Party") the other BVWACS Parties, acting through the Governing  
590 Board may take one or more of the following actions:

591 9.I.1. Suspension of Representation. Remove the Governing Board  
592 representation and voting rights for the Underfunding Party.

593 9.I.2. Service Reduction. Reduce the BVWACS services being provided to  
594 the Underfunding Party.

595 9.I.3. Notice of Underfunding. Send the Underfunding Party a notice  
596 stating the amount of underpayment, which is the difference in the  
597 Underfunding Party's Quarterly Assessment and the amount of funding  
598 provided by the Underfunding Party ("Deficiency"). Said Deficiency is an

599 obligation of such Underfunding Party subject to the Prompt Payment Act.  
600 Each Underfunding Party agrees that its future right to participate in the  
601 BVWACS is dependent upon fully paying its Quarterly Assessments. The  
602 Underfunding Party must appropriate and pay the Deficiency, and its entire  
603 Quarterly Assessment for the remainder of that Fiscal Year.

604 9.I.4. Budget Revision. Amend the BVWACS Operating Budget and  
605 Capital Costs budget by reducing costs and/or increasing the amounts paid  
606 by the other BVWACS Parties.

607 9.I.5. Termination of Participation. Terminate the Underfunding Party's  
608 participation in this Agreement by following the procedure for termination  
609 of a BVWACS Party, if the level of funding is deemed by the other  
610 BVWACS Parties to be substantially a failure to fund.

611 9.J. Asset Management. BVWACS Infrastructure shall be tracked in accordance  
612 with standard operating procedures approved by the Operating Board. These  
613 procedures must be consistent with generally accepted accounting principles for  
614 property held as tenants in common for one or more of the BVWACS Parties. If any  
615 BVWACS Infrastructure needs to be retired, the BVWACS Managing Entity will  
616 provide this information to the Operating Board for approval prior to removal. At a  
617 minimum, the BVWACS Managing Entity shall provide the asset serial number, asset  
618 ID tag (if any), location from which it is to be removed and description of the asset.  
619 The asset to be retired shall be disposed as directed by the Governing Board upon  
620 receiving the recommendation of the Operating Board. Any funds received from the  
621 disposal of the asset shall be credited as revenue in the BVWACS Fund and shown  
622 in the next BVWACS Capital Costs budget. These funds are managed in accordance  
623 with the provisions of this Agreement.

624 With respect to Infrastructure, Improvements and real property owned by only one  
625 or some of the Parties and that is not listed as BVWACS Infrastructure, BVWACS  
626 Improvements, or BVWACS real property, right of access, license and use is herein  
627 granted by such Parties to all Parties and to the BVWACS Managing Entity as  
628 necessary for BVWACS purposes as determined by the Governing Board. With  
629 respect to future Infrastructure, Improvements and real property owned by only one  
630 or some of the Parties, such Parties agree that all rights of access, use or licenses

631 required to make same a part of the BVWACS shall be granted. No Infrastructure,  
632 Improvement or real property owned by only one or some of the Parties may be  
633 conveyed to a third party, destroyed or otherwise removed from the BVWACS  
634 without giving at least 12 months advance notice. Failure to do this shall be  
635 considered a failure to perform substantially such Party's or Parties' material  
636 obligations under this Agreement, and the provisions of Section 18. Effect of Breach  
637 and Default shall apply. The Governing Board may determine to file Certificates of  
638 Memorandums in the deed records of the county where an asset owned by one or  
639 more Parties is located notifying the public regarding BVWACS rights associated  
640 with such asset.

641 **10. BVWACS Associates.**

642 10.A. Procedure for Becoming BVWACS Associate. To use the BVWACS, an  
643 entity must be either a BVWACS Party or BVWACS Associate. To become a  
644 BVWACS Associate, a BVWACS Party must sponsor the entity. A BVWACS Party  
645 may only sponsor BVWACS Associates to the extent that it has a portion of its share  
646 of BVWACS capacity that is unused and therefore available to assign. A BVWACS  
647 Party may not sponsor any entity unless the entity is eligible to use the BVWACS  
648 licensed radio frequencies under FCC rules, regulations and practices. A BVWACS  
649 Party may sponsor one or more entities as BVWACS Associates. BVWACS Parties  
650 shall use the following procedure for sponsoring an entity:

651 10.A.1. Share of Capacity. Determine the extent of the BVWACS Party's  
652 share of the BVWACS capacity that is available for assignment to the entity.

653 10.A.2. Anticipated Usage. Determine the anticipated usage of the entity to  
654 be sponsored based on talk time if available, the number of radios used by  
655 the entity and other relevant information as determined by the Governing  
656 Board.

657 10.A.3. Compatibility. Determine the compatibility of the Subscriber  
658 Equipment used by the entity with the system and the impact of their  
659 inclusion in the system based on voice traffic, talk-group needs, and  
660 functionality.

661 10.A.4. Associate Agreement. Negotiate a BVWACS Associate Interlocal  
662 Cooperation Agreement with the prospective BVWACS Associate that

663 includes the Standard Terms and Conditions as well as any other terms and  
664 conditions related to payment, term of agreement, nature of the services to  
665 be provided, curtailment of services or termination of the authority to  
666 continue use of the BVWACS for breach, withdrawal by the entity, and other  
667 matters that they desire as long as they are not contrary to or more expansive  
668 than the Standard Terms and Conditions or the terms and conditions of this  
669 Agreement.

670 10.A.5. Report to Board. Present a report to the Operating Board that  
671 includes the anticipated usage of the entity, the number of radios or  
672 equipment used by the entity, the compatibility of the radios or equipment  
673 used by the entity with the system and any other information relevant to  
674 whether the addition of the entity is likely to cause the BVWACS Party to  
675 exceed its share of the BVWACS capacity.

676 10.A.6. Board Approval of Draft Agreement. Present a draft copy of the  
677 proposed BVWACS Associate Interlocal Cooperation Agreement to the  
678 Operating Board so that it can verify that the agreement contains the  
679 Standard Terms and Conditions and is consistent with the terms and  
680 conditions of this Agreement.

681 10.A.7. Parties Approval of Associate Agreement. Obtain approval of the  
682 BVWACS Associate Interlocal Cooperation Agreement by the governing  
683 bodies of the sponsoring Party and the prospective BVWACS Associate to  
684 the agreement.

685 10.B. Operating Board Duties. The Operating Board shall review the report of the  
686 BVWACS Party asking to sponsor an entity as a BVWACS Associate and evaluate  
687 the following:

688 10.B.1. Impact on current and future BVWACS voice traffic capacity.

689 10.B.2. Impact on current and future BVWACS talkgroup capacity.

690 10.B.3. Impact on overall current and future BVWACS functionality.

691 The Operating Board shall review the proposed BVWACS Associate  
692 Interlocal Cooperation Agreement to be entered into by the BVWACS Party asking  
693 to sponsor an entity as a BVWACS Associate and determine whether it includes the  
694 Standard Terms and Conditions.

695 If the impact on these three aspects of the BVWACS capacity is not likely to  
696 result in that BVWACS Party's exceeding its share of the BVWACS capacity or to  
697 detrimentally affect the overall current and future functionality of the BVWACS, and  
698 the proposed BVWACS Associate Interlocal Cooperation Agreement includes the  
699 Standard Terms and Conditions, the Operating Board shall recommend approval of  
700 the request to sponsor the entity to the Governing Board.

701 10.C. Governing Board Approval. The Governing Board must approve all  
702 BVWACS Association Interlocal Cooperation Agreements before such prospective  
703 BVWACS Associate may access or use the BVWACS.

704 10.D. Capacity for Sponsoring BVWACS Associates. Initially, a BVWACS Party's  
705 share of the capacity of the BVWACS is based on the participation levels stated in  
706 Exhibit A. Two years after system acceptance of the BVWACS or when adequate  
707 information is available, whichever occurs first, BVWACS capacity is based on the  
708 capacity management process recommended by the Operating Board and approved  
709 by the Governing Board. The share of capacity used may be adjusted as  
710 Infrastructure or Improvements are made to BVWACS. A BVWACS Party may use  
711 its share of BVWACS capacity for its own purposes or may allocate a portion of that  
712 share through a BVWACS Associate Interlocal Cooperation Agreement. In no event  
713 shall sponsoring a BVWACS Associate cause alteration to the Participation Table set  
714 forth in Exhibit A.

715 10.E. Financial Effect of Sponsoring BVWACS Associate. When a BVWACS  
716 Party authorizes another entity to use a portion of its share of BVWACS capacity,  
717 that BVWACS Party remains responsible for full payment of its entire cost share of  
718 the BVWACS.

719 10.F. Sponsor's Control of BVWACS Associate's Access to BVWACS. If a  
720 BVWACS Party requests that the BVWACS System Manager disable all or part of  
721 the services available to a BVWACS Associate sponsored by that BVWACS Party,  
722 the BVWACS System Manager shall comply with these requests and disable the  
723 portion of the services available to a BVWACS Associate requested by the BVWACS  
724 Party as soon as practicable.

725 10.G. Responsibility for Subscriber Equipment. BVWACS Associates are  
726 responsible for purchasing and providing their own Subscriber Equipment to be

727 used on the BVWACS. The purchase of Subscriber Equipment shall be coordinated  
728 with the BVWACS Managing Entity.

729 10.H. Additional Units. BVWACS Associates are not allowed to add units to the  
730 BVWACS without approval from their sponsoring BVWACS Party.

731 10.I. Changes to Operations. Each BVWACS Party that has sponsored BVWACS  
732 Associates is responsible for informing the BVWACS Associates of changes in  
733 BVWACS Standard Operating Procedures.

734

735 **11. New BVWACS Parties.**

736 11.A. New Parties to BVWACS. From time to time, entities may join the BVWACS  
737 as full Parties. Entities desiring to join the BVWACS as full Parties shall petition the current  
738 Parties for membership in accordance with the terms herein.

739 11.B Contents of Petition. An entity desiring to join BVWACS shall submit a  
740 petition. At a minimum, a petition to join BVWACS as a Party shall include the following:

741 11.B.1 Area to be Served. A description of the area to be covered and a  
742 description of how the Service Area will be affected;

743 11.B.2 Proposed Subscriber Equipment. The type of Subscriber Equipment  
744 proposed to use the BVWACS, including the approximate number of units to be added, talk  
745 groups and talk time;

746 11.B.3 Compatibility and Impact on BVWACS. A determination as to the  
747 compatibility of the Subscriber Equipment accessing the BVWACS; and the impact of the  
748 proposed uses by petitioner on the BVWACS as to overall current and future functionality,  
749 based on voice traffic, talk-group needs, and other relevant factors determined by the  
750 Governing Board;

751 11.B.5 Infrastructure, Improvements, Funds and Real Property. A  
752 description of any Infrastructure, Improvements, funds or real property that will be made  
753 available to the BVWACS to offset costs associated with system expansion, and a  
754 description of how this will affect the BVWACS and the current Service Area; and

755 11.B.6. Share of Capacity. Provide an estimate of the requested capacity  
756 desired, including the anticipated type and amount of usage based on talk time, talk group  
757 needs and other relevant factors as determined by the Governing Board.

758 11.C. Procedure. The following procedure shall be followed when petitioning to  
759 become a Party.

760 11.C.1 Submit Petition. An entity desiring to become a Party to the  
761 BVWACS shall petition the Governing Board through the BVWACS Managing  
762 Entity who will then review such petition for completeness as well as content. The  
763 BVWACS Managing Entity shall forward the petition to the Operating Board for  
764 recommendation by the Operating Board within 30 days from submission of such  
765 petition.

766 11.C.2 Operating Board. The Operating Board shall review the petition of  
767 the submitting entity and make its recommendation to the Governing Board  
768 within 60 days from the date of submission of such petition. The Operating Board  
769 shall evaluate the petition based upon the following:

770 11.C.1.1 Whether the addition of petitioner as a Party will  
771 have an adverse impact on the current and future needs of the existing Parties, on  
772 the Service Area and on BVWACS as a whole; and

773 11.C.1.2 Whether the addition of petitioner as a Party is  
774 consistent with the goals and objectives of BVWACS as set forth in this Agreement.

775 11.C.3 Governing Board. The petitioner may negotiate an amendment to  
776 this Agreement relating to its inclusion as a Party. The Governing Board will  
777 consider the request and the recommendation of the Operating Board within ninety  
778 (90) days from the date of submission of the petition and approve, deny or request  
779 additional information needed to consider the request. Adding a new Party to this  
780 Agreement shall be considered an amendment subject to the terms and conditions  
781 for approval of amendments set forth in Section 6 above.

782 11.D. Participation Level. Initially, a BVWACS Party's share of the capacity of the  
783 BVWACS is based on the participation levels stated in Exhibit A. Addition of new  
784 Parties will require reevaluation and possible alteration of the participation levels.  
785 The Operating Board will provide preliminary recommended participation levels  
786 based on the new Party joining BVWACS at the time it reviews the petition. The  
787 Governing Board shall then review such recommendation and determine whether  
788 such participation levels set forth in Exhibit A should be modified. Such  
789 determination must be approved by five of the six members of the Governing

790 Board. From time to time, participation levels shall be re-evaluated upon request of  
791 a Party using the same procedure set forth herein of recommendation by the  
792 Operating Board and determination by the Governing Board as Infrastructure or  
793 Improvements are made to BVWACS, as use of the BVWACS changes, or when  
794 new information affecting BVWACS becomes available. A BVWACS Party may use  
795 its share of BVWACS capacity for its own purposes or may allocate a portion of that  
796 share through a BVWACS Associate Interlocal Cooperation Agreement.

797 11.E. Obligations of New BVWACS Parties. When a new BVWACS Party is  
798 authorized by the Governing Board, the participation levels determined above will  
799 establish the Annual Assessment for the new Party. Once the new Party is approved  
800 for membership, that Party assumes responsibility for its Annual Assessment and all  
801 other obligations as a Party to this Agreement. New BVWACS Parties are  
802 responsible for purchasing and providing their own Subscriber Equipment to be  
803 used on the BVWACS. The purchase of Subscriber Equipment shall be coordinated  
804 with the BVWACS Managing Entity.

805 **12. Accounting Records.**

806 The BVWACS Managing Entity maintains accounting records in accordance with  
807 generally accepted accounting standards applicable to governmental entities, including  
808 compliance with federal guidelines for spending federal funds or bond proceeds.

809 The BVWACS Managing Entity shall ensure that records pertaining to the BVWACS  
810 shall be kept in accordance with the records retention policy of the Managing Entity and in  
811 accordance with the Open Records Act. At any reasonable time, upon three days prior  
812 written notice, any BVWACS Party may inspect, copy, examine, and/or audit the BVWACS  
813 records, at that BVWACS Party's expense, at the office of the BVWACS Managing Entity,  
814 or any other mutually acceptable location.

815 **13. Contracting Authority.**

816 Except for real estate transactions, the BVWACS Parties hereby grant such  
817 BVWACS Managing Entity the authority to contract on behalf of the BVWACS Parties for  
818 acquisitions and services that have been approved in the annual BVWACS Budget or as  
819 otherwise approved by the Governing Board, so long as the contracted amount is within the  
820 budgeted amount and the payments are made from available funds, using the BVWACS  
821 Managing Entity's standard purchasing processes, unless expenditure of federal funds or

822 bond proceeds requires use of additional procedures or guidelines. Procurements shall be  
823 made in accordance with the laws applicable to such entity. These contracts shall be  
824 administered by the BVWACS Managing Entity.

825 **14. Federal Funds and Bond Funds.**

826 If a BVWACS Party utilizes federal funds, grant funds, or bond funds to meet a  
827 portion of their financial commitment under this Agreement, the BVWACS Parties agree to  
828 conduct all procurements, maintain all records and otherwise conduct their activities in  
829 furtherance of this Agreement so as to comply with all applicable statutes, regulations,  
830 policies and grant contract provisions necessary to qualify the BVWACS expenditures  
831 contemplated for federal or grant program reimbursement and to avoid arbitrage penalties.  
832 Further, the BVWACS Parties agree to cooperate with each other in the application for and  
833 administration of federal funds, grant funds, or bond funds to maximize funding  
834 participation in the operation and maintenance of the BVWACS. Each BVWACS Party  
835 intending to utilize federal funds, grant funds, or bond funds to meet a portion of its annual  
836 financial commitment shall notify the BVWACS Managing Entity when those funds are  
837 obligated to the BVWACS by October 1 of each year.

838 **15. BVWACS Performance.**

839 The Operating Board shall take such action as may be necessary for assuring that  
840 Subscriber Equipment configuration changes or additions do not adversely affect the  
841 performance of the BVWACS. The Operating Board may utilize the system assessment  
842 services of the BVWACS Support Vendor or other qualified contractor to determine the  
843 impact of adding Subscriber Equipment to the BVWACS. The Operating Board shall  
844 develop policies involving the BVWACS Support Vendor that provide a review process  
845 prior to implementing any Subscriber Equipment system configuration changes requested or  
846 made by BVWACS Parties. BVWACS Parties shall not take any action that is known or  
847 ought to be known to affect the operation of the BVWACS adversely and shall reverse any  
848 action taken that affects the operation of the BVWACS adversely. BVWACS Parties shall  
849 not change the configuration of their program or template in a way that is known or ought  
850 to be known to affect the operation of the BVWACS adversely and shall reverse any change  
851 in the configuration of their program or template that affects the operation of the BVWACS  
852 adversely.

853 **16. Dissolution of BVWACS.**

854 16.A. Dissolution of BVWACS. This Agreement may be voluntarily dissolved  
855 before the end of the final term if the governing bodies of five of the six BVWACS  
856 Parties agree in writing to provide for a dissolution date. The dissolution date shall  
857 not be less than twelve (12) months after these BVWACS Parties have executed the  
858 agreement to dissolve the BVWACS unless all BVWACS Parties agree to an earlier  
859 dissolution date.

860 16. B. Distribution of Assets. If the BVWACS is dissolved either by agreement or  
861 at the end of the final term, the assets of the BVWACS shall be equitably distributed  
862 among the BVWACS Parties. The BVWACS Parties shall agree on which BVWACS  
863 Party receives which assets in the distribution. An agreement for distribution of  
864 assets of the BVWACS shall be effective after approval by five of the six the  
865 governing bodies of BVWACS Parties. The manner of distribution shall consider  
866 and be consistent with the following factors:

867 16.B.1. Participation Level. The BVWACS Party's share of the Capital Costs  
868 for Infrastructure and Improvements to the BVWACS and the BVWACS  
869 Party's participation level as stated in Exhibit A;

870 16.B.2. Asset Value. The value of the assets on the dissolution date;

871 16.B.3. Manner of Acquisition. The basis on which the asset was acquired,  
872 whether the asset

873 16.B.3.1 Was already owned by a Party;

874 16.B.3.2. Was acquired jointly by all BVWACS Parties or

875 16. B.3.3. Was acquired by only one or some of the BVWACS  
876 Parties;

877 16.B.4. Early Termination. Whether and, if so, when the BVWACS Party  
878 terminated its participation in BVWACS before the dissolution of the  
879 BVWACS; and

880 16.B.5. Utility of Asset. The usefulness of the asset to the BVWACS Party  
881 receiving it.

882 16.C. The BVWACS Party to which an asset is distributed shall also be provided  
883 evidence and documentation adequate to prove ownership of that asset, including,  
884 wherever applicable, transfer of all rights, title and interests, including proprietary  
885 and intellectual property rights, to enable that BVWACS Party to upgrade, update,

886 operate, and maintain it or to sell, convey or otherwise dispose of it and the originals  
887 of all operations manuals, warranties, bills of sale, licenses, leases, titles and other  
888 legal documents related to that asset.

889

890 **17. Withdrawal of a BVWACS Party.**

891 17.A. Notice of Withdrawal. A BVWACS Party may withdraw from this  
892 Agreement and terminate its participation in BVWACS at any time by giving at least  
893 twelve (12) months prior written notice to the Remaining Parties. The Termination  
894 Date shall not be earlier than twelve months after notice is given unless four of the  
895 five Remaining Parties agree otherwise. The Withdrawing Party must continue to  
896 fund its Annual Assessment through the Termination Date, and if it does so, the  
897 Withdrawing Party may continue to participate in the BVWACS until its Termination  
898 Date. The portion of the Budget allocated to a Withdrawing Party after receipt of the  
899 notice of withdrawal may be reduced by the agreement of four of the five Remaining  
900 Parties.

901 17.B. Withdrawal of Managing Entity. In the event the BVWACS Managing Entity  
902 is a party to this Agreement and such Party withdraws from the BVWACS, the  
903 Governing Board Members representing four of the five Remaining Parties shall  
904 appoint a replacement BVWACS Managing Entity. Within ten (10) days after receipt  
905 of notice of the identity of the replacement BVWACS Managing Entity, the  
906 Withdrawing BVWACS Party that is the BVWACS Managing Entity shall:

907 17.B.1 Possession. Transfer control and possession of all BVWACS  
908 Infrastructure, BVWACS Improvements including BVWACS real property  
909 owned as tenants in common pursuant to this Agreement to the replacement  
910 BVWACS Managing Entity.

911 17.B.2 Conveyance of Real Property. Transfer any and all ownership rights  
912 it may have to real property acquired pursuant to the terms of this  
913 Agreement to the Remaining Parties.

914 17.B.3 Evidence of Ownership. Provide evidence and documentation  
915 adequate to prove ownership of the BVWACS Infrastructure, BVWACS  
916 Improvements or real property, including, wherever applicable, transferring  
917 all rights, title and interests, including proprietary and intellectual property

918 rights, to enable the replacement BVWACS Managing Entity to manage,  
919 upgrade, update, maintain, and operate or to sell, convey or otherwise  
920 dispose of the BVWACS Infrastructure, BVWACS Improvements or real  
921 property if or when the Remaining Parties determine that this is appropriate,  
922 and

923 17.B.4. Operations and Legal Documents. Transfer the originals of all deeds,  
924 operations manuals, warranties, bills of sale, licenses, leases, titles and other  
925 legal documents related to BVWACS Infrastructure, BVWACS  
926 Improvements or BVWACS real property to the replacement BVWACS  
927 Managing Entity.

928 17.C. Disposition of BVWACS Value of Withdrawing Party. All right, title, and  
929 interest in and to the Withdrawing Party's BVWACS Value may be dealt with in one  
930 of two ways: 1) sale and assignment by Withdrawing Party; or 2) determination of  
931 valuation and disposition of Withdrawing Party's BVWACS Value by Remaining  
932 Parties. In either event, all rights of access, licenses and use to such Withdrawing  
933 Party's assets comprising a part of the BVWACS remain in place during the  
934 withdrawal process.

935 17.C.1. Sale and Assignment by Withdrawing Party. The Withdrawing Party  
936 shall offer its BVWACS Value to the Remaining Parties. If none of the  
937 Remaining Parties accept the offer within sixty (60) days after receipt of the  
938 offer, the Withdrawing Party may sell its BVWACS Value to one or more  
939 entities approved by all of the Remaining Parties if the entity or entities enter  
940 into an assignment of this Agreement from the Withdrawing Party and  
941 accept the duties and obligations of the Withdrawing Party under this  
942 Agreement as its or their own duties and obligations. The assignee, if other  
943 than a Remaining Party, shall also obtain the rights of the Withdrawing Party  
944 under the BVWACS Agreement, including one representative on the  
945 Governing Board and one representative on the Operating Board. After the  
946 assignment, the BVWACS Agreement shall be construed as if the assignee  
947 were listed in the definition of BVWACS Parties. If the Withdrawing Party  
948 has an offer to purchase its BVWACS Value from an entity but all of the  
949 Remaining Parties do not approve that entity as a reasonable replacement for

950 the Withdrawing Party, the Remaining Parties shall compensate the  
951 Withdrawing Party for its BVWACS Value in proportion to their Annual  
952 Assessment of BVWACS and obtain a proportionate share of the  
953 Withdrawing Party's BVWACS Value.

954 17.C.2. Determination of Value by Remaining Parties. If the Withdrawing  
955 Party does not give the Remaining Parties notice that it is exercising its rights  
956 under 17.C.1. at least six (6) months before the Termination Date, no later  
957 than the Termination Date the Remaining Parties must fairly determine what  
958 the Withdrawing Party's BVWACS Value is at the Termination Date. If the  
959 Withdrawing Party and the Remaining Parties are unable to agree on the  
960 BVWACS Value, an accounting shall be performed by a panel of three  
961 persons. The Remaining Parties shall select one person to represent them on  
962 the panel. The Withdrawing Party shall select another person to represent it  
963 on the panel. The two persons selected shall select a third person to  
964 complete the panel and the accounting. If an accounting is performed, it  
965 shall be the basis for determining BVWACS Value for the Withdrawing  
966 Party. One half of the cost of this panel shall be born by the Withdrawing  
967 Party and one half of the cost of this panel shall be born by the Remaining  
968 Parties.

969 17.C.3. Disposition by Remaining Parties. When the BVWACS Value is  
970 determined, the Remaining Parties shall determine how to disburse the  
971 ownership of the BVWACS Value of the Withdrawing Party. The  
972 Remaining Parties shall consider at least the following options:

973 17.C.3.1. New Party. Find another entity to compensate the  
974 Withdrawing Party for its BVWACS Value, assume ownership of the  
975 Withdrawing Party's BVWACS Value and assume its obligations and  
976 rights under the BVWACS Agreement;

977 17.C.3.2. Share Value. Divide the Withdrawing Party's  
978 BVWACS Value proportionally among the Remaining Parties,  
979 compensate the Withdrawing Party for its BVWACS Value, and  
980 provide for a proportional increase in Annual Assessment;

981 17.C.3.3. Single or some of BVWACS Parties. Allow one or  
982 only some of the Remaining Parties to compensate the Withdrawing  
983 Party for its BVWACS Value, assume ownership of the Withdrawing  
984 Party's BVWACS Value with a corresponding increase in Annual  
985 Assessment; or

986 17.C.3.4. Ownership without Use. Require the Withdrawing  
987 Party to retain ownership of its BVWACS Value but forfeit its use of  
988 the BVWACS and representation on the Governing Board and  
989 Operating Board unless and until the Withdrawing Party pays what  
990 its accrued share of the systems operations costs from the  
991 Termination Date to the end of the then current Budget Year would  
992 have been if it had not withdrawn.

993 17.D. Exclusion of Withdrawing Party's Votes. The Withdrawing Party and its  
994 vote on the Governing Board shall be excluded in determining the votes needed for  
995 the Remaining Parties to make a decision about the disposition of the Withdrawing  
996 Party's BVWACS Value after the Termination Date.

997 17.E. Disposition of BVWACS Value by Remaining Parties. If the Remaining  
998 Parties select the ownership alternative in 17.C.3.2, or 17.C.3.3 the Remaining Parties  
999 shall provide for payment of the Withdrawing Party's BVWACS Value in the fiscal  
1000 year following the fiscal year of the Termination Date.

1001 17.F. Effect of Disposition on Membership in Governing Board. If the  
1002 Remaining Parties select the option in 17.C.2 or 17.C.3.3 and Withdrawing Party's  
1003 BVWACS Value is divided among the Remaining Parties or assumed by one or only  
1004 some of the Remaining Parties, the representation of these BVWACS Parties on the  
1005 Governing Board shall not be increased.

1006 17.G. Depreciation of BVWACS Value. If the Withdrawing Party retains its  
1007 BVWACS Value, the portion of the value that relates to depreciable assets shall be  
1008 reduced annually on a declining balance method over the useable life of the asset as  
1009 long as the depreciable assets that form part of the BVWACS Value are owned by  
1010 one or more of the Remaining Parties. The portion of the BVWACS Value that  
1011 relates to non-depreciable assets shall remain unchanged.

1012 **18. Effect of Breach and Default.**

1013 18.A. Events of Breach. Breach results from any of the following:  
1014 18.A.1. Payment. A BVWACS Party's failure to appropriate or pay its  
1015 Annual Assessment timely;  
1016 18.A.2. FCC Rules. Violation of FCC rules and regulations by a BVWACS  
1017 Party or any BVWACS Associate with which it has entered into a BVWACS  
1018 Associate Interlocal Cooperation Agreement;  
1019 18.A.3. Policies and Procedures. Individual or repeated violations of  
1020 approved written policies and procedures by a BVWACS Party or any  
1021 BVWACS Associate with which it has entered into a BVWACS Associate  
1022 Interlocal Cooperation Agreement;  
1023 18.A.4. Inappropriate Use. Use of the BVWACS by a BVWACS Party or  
1024 any BVWACS Associate with which it has entered into a BVWACS  
1025 Associate Interlocal Cooperation Agreement;  
1026 18.A.5. Penalty Payment. Failure to pay FCC penalties or fines resulting  
1027 from the actions of a BVWACS Party or any BVWACS Associate with which  
1028 it has entered into a BVWACS Associate Interlocal Cooperation Agreement;  
1029 18.A.6 Improper Disposition of Assets or Interest. Disposing of assets  
1030 owned by only one or some of the Parties in contravention of the provisions  
1031 of this Agreement, or failure to follow the required process set forth in this  
1032 Agreement of divesting a Party's interest in a BVWACS Improvement,  
1033 BVWACS Infrastructure or BVWACS real property.  
1034 18.A.7. Adverse Impact. Any other action or omission that has a material  
1035 adverse impact on the operation and maintenance of BVWACS; or  
1036 18.A.8 Substantial Performance. Failure to perform substantially its material  
1037 obligations other than failure to appropriate or timely pay its Annual  
1038 Assessment.  
1039 18.B. Breach for Non-Payment. The decision to exercise rights granted by this  
1040 subsection 18.B. shall be made by the Governing Board. If any BVWACS Party  
1041 commits the breach described in 18.A.1, the Governing Board may determine to  
1042 deliver a written notice of breach to the BVWACS Party that specifies the nature of  
1043 the breach and indicates that unless the breach is cured within thirty (30) days,  
1044 additional steps shall be taken. A breach described in 18.A.1 can only be cured by

1045 paying that Annual Assessment. If the breaching BVWACS Party does not cure that  
1046 breach within thirty (30) days of receiving the written notice of breach, the breaching  
1047 BVWACS Party is in default and the Governing Board shall deliver a written notice  
1048 of default to the BVWACS Party that specifies the following:

- 1049 18.B.1. The nature of the default;
- 1050 18.B.2. The date of the notice of breach;
- 1051 18.B.3. The failure of the breaching BVWACS Party to cure timely; and
- 1052 18.B.4. The BVWACS Party's interest in the BVWACS is terminated no later  
1053 than 60 days from the date of the written notice of breach if the termination  
1054 is approved by all of the BVWACS Remaining Parties unless the default is  
1055 cured by the defaulting BVWACS Party paying that Annual Assessment  
1056 within an additional thirty (30) days from the date of default as referenced in  
1057 18.A.1 above for a total of sixty (60) days from the date of default unless the  
1058 Governing Board approves a longer timeframe.

1059 18.C. Suspension for Other Breaches. If any BVWACS Party commits a breach  
1060 described in 18.A.2 through 18.A.8 or a breach described in 18.A.2 through 18.A.8  
1061 involving use of any radio or other equipment accessing the BVWACS under the  
1062 authority of a BVWACS Party, the Governing Board may suspend the right of that  
1063 BVWACS Party to use the BVWACS for that radio or equipment or for any other  
1064 radio or equipment for a period of time adequate to cure the breach and determine  
1065 whether additional remedies are needed.

1066 18.D. Notice of Breach, Default, and Termination For Other Breaches. The  
1067 decision to exercise rights granted by this subsection 18.D. shall be made by the  
1068 Governing Board. If any BVWACS Party commits a breach described in 18.A.2  
1069 through 18.A.8, the Governing Board may deliver a written notice of breach to the  
1070 BVWACS Party that specifies the nature of the breach and indicates that unless the  
1071 breach is cured within thirty (30) days, additional steps shall be taken. If the  
1072 breaching BVWACS Party begins to cure the breach within the thirty (30) day  
1073 period, the thirty (30) day cure period is extended as long as the breaching BVWACS  
1074 Party continues to prosecute a cure diligently to completion and is making a good  
1075 faith effort to cure the breach. If the breaching BVWACS Party does not cure the  
1076 breach within thirty (30) days of receiving the written notice of breach or additional

1077 period as extended by diligent prosecution of a good faith effort to cure the breach,  
1078 the breaching BVWACS Party is in default and the Governing Board shall deliver a  
1079 written notice of default to the BVWACS Party which specifies the following:

1080 18.D.1. The nature of the default;

1081 18.D.2. The date of the notice of breach;

1082 18.D.3. The failure of the breaching BVWACS Party to cure timely; and

1083 18.D.4. The BVWACS Party's interest in the BVWACS is terminated on the  
1084 effective date stated in the notice if the termination is approved by all of the  
1085 BVWACS Remaining Parties unless the default is cured within thirty (30)  
1086 days of the notice of default.

1087 18.E. Disposition of BVWACS Value. The Remaining Parties shall determine as to  
1088 how the Terminated Party's BVWACS Value shall be disposed. The Remaining  
1089 Parties have ninety (90) days after the date that termination is effective to determine  
1090 the value and disposition of the Terminated Party's BVWACS Value. The  
1091 Remaining Parties may seek an agreement with the Terminated Party about its  
1092 BVWACS Value. If the Terminated Party and the Remaining Parties are unable to  
1093 agree on the Terminated Party's BVWACS Value, they shall use the method for  
1094 determination of value in section 17.C. as if the Terminated Party were a  
1095 Withdrawing Party. When the BVWACS Value is determined, the Remaining Parties  
1096 shall determine how the ownership of the BVWACS Values is to be disposed. The  
1097 Remaining Parties shall consider at least the following ownership alternatives for the  
1098 BVWACS Value of the Terminated Party:

1099 18.E.1. New Party. Find another entity to compensate the Terminated Party  
1100 for its BVWACS Value, assume the ownership of the Terminated Party's  
1101 BVWACS Value, and assume its obligations and rights under the BVWACS  
1102 Agreement;

1103 18.E.2. Share Value. Divide the Terminated Party's BVWACS Value  
1104 proportionally among the Remaining Parties so that the Remaining Parties  
1105 can each compensate the Terminated Party for their share of the BVWACS  
1106 Value and pay a proportional increase in Annual Assessment in the fiscal year  
1107 following the fiscal year in which the default last occurred;

1108 18.E.3. One or More BVWACS Parties. Allow one or more Remaining  
1109 Parties to compensate the Terminated Party for its BVWACS Value and  
1110 assume ownership of the Terminated Party's BVWACS Value with a  
1111 corresponding increase in Annual Assessment; or

1112 18.E.4. Ownership without Use. Require the Terminated Party to retain the  
1113 ownership of its BVWACS Value but forfeit its use of the BVWACS and  
1114 representation on the Governing Board and Operating Board and annually  
1115 reduce its BVWACS Value by twenty per cent (20%) of the original  
1116 BVWACS Value so that the Terminated Party has no BVWACS Value  
1117 remaining after five (5) years and transfer the reduction in value among the  
1118 Remaining Parties proportionally based on their participation in the  
1119 BVWACS based on participation levels in Exhibit A.

1120 18.F. Exclusion of Terminated Party's Votes. The Terminated Party and its vote  
1121 on the Governing Board shall be excluded in determining the votes needed for the  
1122 BVWACS Remaining Parties to make a decision about the disposition of the  
1123 Terminated Party's BVWACS Value after the date that termination is effective.

1124 18.G. Effect of Termination on Representation on Governing Board. If the  
1125 Terminated Party's BVWACS Value is divided among the Remaining Parties or  
1126 assumed by only one or some of the Remaining Parties, the representation of these  
1127 BVWACS Parties on the Governing Board shall not be increased.

1128 **19. Effect of Withdrawal or Termination on Remaining Parties.**

1129 Termination or withdrawal of a BVWACS Party has no effect on a Remaining  
1130 Party's rights to participate in the BVWACS other than the specific rights and duties set out  
1131 in this Agreement, and the continuing duty of all Remaining Parties to pay their Annual  
1132 Assessment.

1133 **20. FCC Licenses.**

1134 Termination or withdrawal of any Party from the BVWACS shall include the  
1135 surrender to the Remaining Parties of that BVWACS Party's radio frequency licenses that  
1136 were licensed for the purpose of implementing the BVWACS. The Remaining Parties shall  
1137 determine whether to request reassignment of the license to another BVWACS Party or  
1138 surrender these licenses to the Federal Communications Commission (FCC). The  
1139 Remaining Parties are responsible for complying with all rules and regulations of the FCC

1140 related to reassignment and surrender of these licenses. Notwithstanding the above, licenses  
1141 held, managed and owned by only one or some of the Parties as the exclusive license of such  
1142 Party or Parties at the time of termination or withdrawal are not subject to the provisions of  
1143 this section.

1144 **21. Dispute Resolution Process.**

1145 21.A. Cooperation. All BVWACS Parties are encouraged to work together to  
1146 resolve all disputes prior to invoking the dispute resolution process set forth herein.

1147 21.B. Hearing by Operating Board. Any BVWACS Party that has an issue or  
1148 dispute relating to the BVWACS may request a hearing before the Operating Board.  
1149 The Operating Board shall hear such matter after requesting information regarding  
1150 such dispute or issue from such BVWACS Party and from the BVWACS Managing  
1151 Entity. The Operating Board shall then hold a hearing and render its decision in  
1152 writing.

1153 21.C. Appeal to Governing Board. A BVWACS Party that is adversely affected by  
1154 the Operating Board's decision may appeal such decision to the Governing Board,  
1155 which may elect to hear the appeal or refer the matter to mediation.

1156 21.D. Withdrawal of Dispute. A dispute may be withdrawn at any time during the  
1157 Dispute Resolution process.

1158 21.E. Timeframes:

1159 21.E.1. Initial Dispute Hearing. Any BVWACS Party may bring an issue or  
1160 dispute to the Chair of the Operating Board. The Chair must schedule a  
1161 meeting of the Operating Board within (15) fifteen business days of receipt  
1162 of the notice and provide a written determination to the appropriate  
1163 BVWACS Parties and to the BVWACS Managing Entity within (5) five  
1164 business days after the hearing. Any appeal of the decision or  
1165 recommendation of the Operating Board is to the Governing Board.

1166 21.E.2. Appeal to Governing Board. Any appeal from the decision of the  
1167 Operating Board must be made by delivery of written notice of appeal to the  
1168 BVWACS Managing Entity and Governing Board within (15) fifteen  
1169 business days after receipt of the Operating Board's decision or  
1170 recommendation. The Governing Board may meet to hear the appeal or  
1171 may elect to send the appeal to mediation. The Governing Board, assisted by

1172 the BVWACS Managing Entity, either schedules a hearing or sends the  
1173 appeal to mediation within (25) twenty-five business days of receipt of the  
1174 notice of the appeal. Any appeal from the Governing Board's  
1175 recommendation is to a mediator as described below.

1176 21.E.3. Mediation. If the Governing Board refers a dispute to mediation, the  
1177 parties to the dispute shall select, within thirty (30) days, a mediator trained in  
1178 mediation skills to assist with resolution of the dispute. The parties to the  
1179 dispute agree to act in good faith in the selection of the mediator and to give  
1180 consideration to qualified individuals nominated to act as mediator. Nothing  
1181 in the Agreement prevents the parties from relying on the skills of a person  
1182 who is trained in the subject matter of the dispute or a contract interpretation  
1183 expert. If the parties fail to agree on a mediator within thirty (30) days after  
1184 the Governing Board refers the dispute to mediation, the mediator shall be  
1185 selected by the Dispute Resolution Center of the Brazos Valley. The parties  
1186 agree to participate in mediation sessions in good faith for a period of up to  
1187 thirty (30) days from the date of the first mediation session. Notice of the  
1188 date, time, and location of the mediation shall be given to the BVWACS  
1189 Managing Entity, which may attend. The parties to the dispute shall share  
1190 the costs of mediation equally. If efforts to mediate the dispute are  
1191 unsuccessful, the parties to the dispute shall then be free to exercise all  
1192 available rights and remedies under this Agreement, or at law or in equity.

1193 21.E.4. Application of Government Code, chapter 2260. To the extent that  
1194 Chapter 2260, Texas Government Code, is applicable to this Agreement, is  
1195 not inconsistent with the process set forth above, and is not preempted by  
1196 other applicable law, the dispute resolution process provided for in Chapter  
1197 2260 and the related rules adopted by the Texas Attorney General pursuant  
1198 to Chapter 2260, shall be used in disputes involving Texas A & M University  
1199 that cannot be resolved in the ordinary course of business. The designated  
1200 officers of Texas A & M University, as applicable, shall examine the claim  
1201 and any counterclaim and negotiate with the claimant in an effort to resolve  
1202 such claims. The BVWACS Parties specifically agree that

1203 21.E.4.1. Neither the execution of this Agreement by Texas A & M  
1204 University nor any other conduct, action or inaction of any  
1205 representative of Texas A & M University relating to this Agreement  
1206 constitutes or is intended to constitute a waiver of Texas A & M  
1207 University's or the state's sovereign immunity to suit; and

1208 21.E.4.2. Texas A & M University has not waived its right to seek  
1209 redress in the courts.

1210 **22. Miscellaneous.**

1211 22.A. Interlocal Agreement. This Agreement is an Interlocal Agreement  
1212 authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the  
1213 Texas Government Code. Each BVWACS Party agrees that in the performance of  
1214 its respective obligations as set forth in this Agreement, it is carrying out a duly  
1215 authorized governmental function, which it is authorized to perform individually  
1216 under the applicable statutes of the State of Texas and/or its charter. Each  
1217 BVWACS Party agrees that the compensation to be made to the other BVWACS  
1218 Parties as set forth in this Agreement is in an amount intended to fairly compensate  
1219 each performing BVWACS Party for the services or functions it provides hereunder,  
1220 and is made from current revenues available to the paying BVWACS Party. Where  
1221 applicable, this Interlocal Agreement shall be administered in accordance with the  
1222 laws applicable to a home-rule municipality.

1223 22.B. Immunity as a Defense. No BVWACS Party has agreed to waive any  
1224 defense, right, immunity, or other protection under law including any statutory  
1225 provision, by entering into this Agreement or otherwise participating in the  
1226 BVWACS.

1227 22.C. Retention of Defenses. The Parties agree that neither this Agreement nor  
1228 the operation or use of the BVWACS by the BVWACS Parties affect, impair, or limit  
1229 their respective immunities and limitations of liability to the claims of third parties,  
1230 including claims predicated on premises defects.

1231 22.D. Notices. Notices required under this Agreement must be in writing and  
1232 delivered personally or sent by certified US Mail, postage prepaid, addressed to such  
1233 BVWACS Party at the following respective addresses:

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**City:**  
City of Bryan  
Attention: City Manager, with a copy to the City Attorney  
P. O. Box 1000  
Bryan, TX 77805

**City:**  
City of College Station  
Attention: City Manager, with a copy to the City Attorney  
1101 Texas Avenue  
College Station, TX 77840

**City:**  
City of Brenham  
Attention: City Manager, with a copy to the City Attorney  
200 West Vulcan Street  
PO Box 1059  
Brenham, TX 77834

**County:**  
Brazos County  
Attention: County Judge, with a copy to County Attorney  
300 East 26<sup>th</sup> Street  
Suite 114  
Bryan, TX 77803

**County:**  
Washington County  
Attention: County Judge, with a copy to County Attorney  
100 East Main Street  
Suite 104  
Brenham, TX 77833

**Texas A & M University:**  
Texas A & M University  
Attention: Vice President and Associate Provost  
For Information Technology  
1365 TAMU  
College Station, TX 77843-1365

1276 All notices so given, are deemed given on the date so delivered or so  
1277 deposited in the US Mail. All BVWACS Parties may change their address by sending  
1278 written notice of such change to the other Parties in the manner provided for above.  
1279 22.E. Assignment. This Agreement being based upon the special qualifications of  
1280 each BVWACS Party, any assignment or other transfer of this Agreement or any part  
1281 hereof without the express consent in writing of the other Parties is void and has no  
1282 effect, which consent shall not be unreasonably withheld.

1283 22.F. Entire Agreement. The entire agreement among the BVWACS Parties is  
1284 contained herein and no change in or modification, termination, or discharge of this  
1285 Agreement in any form whatsoever is valid or enforceable unless it is in writing and  
1286 signed by duly authorized representatives of all Parties.

1287 22.G. Prior Agreements. This Agreement supersedes any and all prior agreements  
1288 regarding this subject that may have previously been made. The subject of this  
1289 Agreement is the construction, acquisition, implementation, operation and  
1290 maintenance of the BVWACS.

1291 22.H. Severability. If any term or provision of this Agreement is, to any extent,  
1292 rendered invalid or unenforceable, the remainder of this Agreement is not affected,  
1293 and each other term and provision of this Agreement remains valid and enforceable  
1294 to the fullest extent permitted by law.

1295 22.I. Non-waiver. Failure of a BVWACS Party to exercise any right or remedy for  
1296 a breach or default of any other BVWACS Party does not waive such right or  
1297 remedy for that breach or default or in the event of a subsequent breach or default.

1298 22.J. Authority of Signatories. Each BVWACS Party represents to all the other  
1299 BVWACS Parties that the representative signing this Agreement on any BVWACS  
1300 Party's behalf has been duly authorized by the governing body of that BVWACS  
1301 Party in compliance with Texas law.

1302 22.K. Further Assurances. Each BVWACS Party agrees to perform all other acts  
1303 and execute and deliver all other documents as may be necessary or appropriate to  
1304 carry out the intent and purposes of this Agreement.

1305 22.L. Exhibits. The Exhibits, which are attached hereto and described below, are  
1306 incorporated herein and made a part hereof for all purposes.

1307 22.M. Counterparts and Multiple Originals. This Agreement is effective as of the  
1308 Effective Date set forth in this Agreement. This Agreement may be executed  
1309 simultaneously in one or several counterparts, each of which is deemed to be an  
1310 original and all of which together constitute one and the same instrument. The  
1311 terms of this Agreement become binding upon each BVWACS Party from and after  
1312 the time that it is executed by all BVWACS Parties. The counterparts may be signed  
1313 in multiple originals to allow each BVWACS Party to have an originally signed  
1314 counterpart for each BVWACS Party. The Agreement has been executed in multiple  
1315 originals, each having equal force and effect, on behalf of the Parties.

1316

1317 Exhibit List:

1318 Exhibit A – Participation Table

1319 Exhibit B – Initial Phase of the BVWACS

1320 Exhibit C – Service Area map for Initial Phase

1321 Exhibit D – BVWACS Associate Standard Terms and Conditions

1322 Exhibit E – Goals and Objectives

1323 Exhibit F – Monthly, Quarterly, and Annual Evaluation Factors

1324 Exhibit G – Governance, Operation, and Maintenance Flow Chart and  
1325 Distribution of Board Membership

1326 Exhibit H –Initial staffing for BVWACS Program

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1328

1329 CITY OF BRYAN

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1331

1332 By:\_\_\_\_\_

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

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1335 CITY OF COLLEGE STATION

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1338 By:\_\_\_\_\_

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

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CITY OF BRENHAM

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

BRAZOS COUNTY

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

WASHINGTON COUNTY

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

TEXAS A & M UNIVERSITY

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

1369 **INTERLOCAL AGREEMENT**  
1370 **FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION,**  
1371 **OPERATION AND MAINTENANCE OF**  
1372 **THE WIDE AREA COMMUNICATIONS SYSTEM**

1373  
1374 **Exhibit A – Participation Table**  
1375

1376	<b><u>BVWACS Party</u></b>	<b><u>Participation Level</u></b>
1377		
1378		
1379		
1380	City of Bryan	22.18%
1381	City of College Station	35.74%
1382	* City of Brenham	4.92%
1383	Brazos County	10.19%
1384	* Washington County	13.81%
1385	Texas A & M University	13.16%
1386		
1387	* The City of Brenham and Washington County intend to enter into an interlocal	
1388	agreement aggregating their participation and sharing the costs of such combined	
1389	participation equally. This shall not affect the rights and duties of the Parties pursuant to	
1390	this Agreement.	

1391 **INTERLOCAL AGREEMENT**  
1392 **FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND**  
1393 **MAINTENANCE OF**  
1394 **THE WIDE AREA COMMUNICATIONS SYSTEM**

1395

1396 **Exhibit B - Initial Phase:**

1397

1398 Each of the BVWACS parties will contribute existing infrastructure, and real property  
1399 currently owned or leased by the parties for the purpose set forth in the Agreement. The  
1400 existing infrastructure and real property contributed by each of the parties at the execution  
1401 of the Agreement is as follows:

1402

1403 **College Station**

1404 Access to 325' radio tower, equipment shelter, land (tower & shelter located), existing  
1405 equipment and furnishings that will serve the BVWACS system.

1406

1407 **Bryan**

1408 Access to secure third floor equipment space, including 48 VDC battery plant, generator use,  
1409 and tower use rights on a 133 foot communications tower atop the 4 story building located  
1410 at 101 regent Street, Bryan, Texas.

1411

1412 Access to a climate-controlled, fenced, equipment shelter, including UPS system and  
1413 generator, and use of two conventional 800 MHz repeaters, including their antenna system,  
1414 at the City of Bryan water tower located on Luza Street, between 26<sup>th</sup> Street and 28<sup>th</sup> Street,  
1415 Bryan, Texas.

1416

1417 **Brenham**

1418 Communications existing furnishings (console desks).

1419

1420 **Washington County**

1421 Access to three rental towers with shelters.

1422

1423 **Brazos County**

1424 Access to a climate-controlled, fenced, equipment shelter on real property located at 21550  
1425 Kathy Fleming Road, Millican, Texas, in south Brazos County.

1426

1427 **Texas A&M University**

1428 Access to a 320 foot tower located at Hensel Park for installation of the radio antennas and  
1429 cable.

1430

1431 Space in the TAMU radio transmission facility for up to six 19” floor mount racks.

1432 Air conditioning and AC power (supported both by UPS and generator) for RF transmission  
1433 systems.

1434

1435 24x7 access to the radio facility via University issued keyless entry access cards for approved  
1436 personnel.

1437

1438 Environmental monitoring of facility by TAMU Network Operations Center on a 24x7  
1439 basis. The monitoring will include security cameras, temperature and humidity alarms,  
1440 power interruption alarms and high water alarms.

1441

1442

1443

1444 Phase I - Public Safety Interoperability Communications (PSIC) grant

1445 Phase I will provide the necessary equipment and racks (consisting of base radios, site  
1446 controller and radio frequency distribution system), antennas and associated wiring located at  
1447 each of seven sites. Phase I will also provide operator consoles replacement/upgrade for the  
1448 parties. Estimated costs are anticipated to be paid primarily from PSIC grant funds.

1449

1450 **Table 1: Phase I**

<b>Item/Site</b>	<b>Description</b>
Network Connectivity	Leased connectivity to connect all the sites together
Bryan /Brazos County Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
College Station Site	Includes 700/800 MHz Multicast Base equipment with racks (12 chls), Xmit & Rcv antennnas and coax

College Station Console Sys	As shown in Table 2 below. - 6 operator positions
Bryan/Brazos county Console Sys	Convert existing system to P25
Millican	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Hensel Park Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
TAMU Console Equip	Convert existing system to P25
LCRA - Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Brenham Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Burton Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennnas and coax
Brenham Emerg Comms Console Sys	As shown in Table 2 below. - 4 operator positions
Management Reserve	Includes structural analysis of all towers and project reserves.

1451

1452 Estimated console equipment to be installed at College Station and the City of Brenham is

1453 shown in Table 2.

1454 **Table 2: Console Equipment  
Console Sys Equipment**

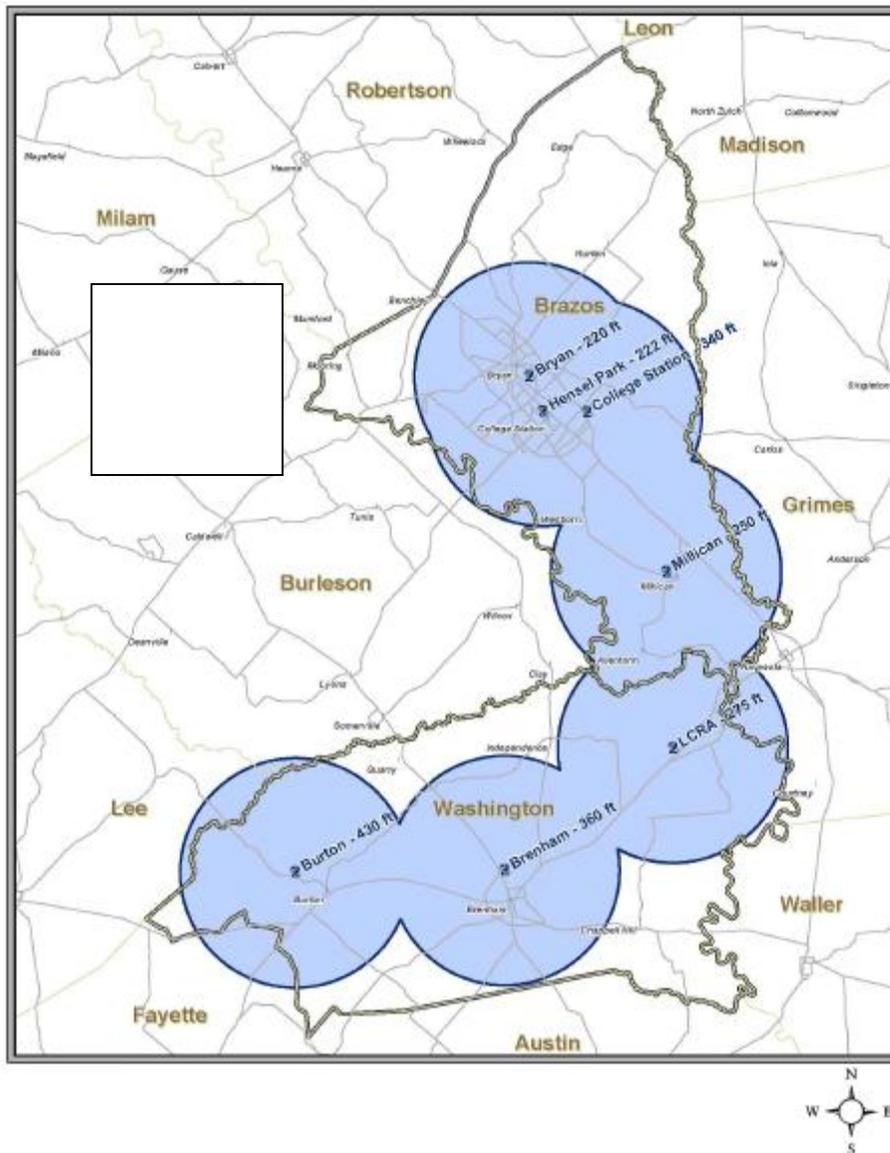
IP Based console sys  
Console site router  
Auxiliary I/O Server  
Site Controller  
Conventional Channel Gateway  
LAN Switch  
Operator Position Equip: PC, Mouse,  
Speakers, Mic, Keyboard  
IP Based Logging Sys: Archiving  
Interface Server, Digital Logging  
Server, Digital Logging Recorder,  
Logging Playback Station  
700/800 MHz P25 Trunked B/U  
Stations  
Remote Control - Multimode  
Antenna System  
Lightening Protection  
UPS

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**INTERLOCAL AGREEMENT  
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND  
MAINTENANCE OF  
THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit C - Service Area:**



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**INTERLOCAL AGREEMENT  
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION,  
OPERATION AND MAINTENANCE OF  
THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit D -- BVWACS Associate Standard Terms and Conditions**

When using the Brazos Valley Wide Area Communications System (“BVWACS”), BVWACS Associate shall abide by all policies, procedures and guidelines established by the BVWACS Operating Board, the BVWACS Governing Board, and the terms and conditions of this BVWACS Associate Interlocal Cooperation Agreement

BVWACS Associate shall use the BVWACS in a manner consistent with the Standard Operating Procedures established by the BVWACS Operating Board and in compliance with applicable Federal Communications Commission (“FCC”) regulations and rules.

BVWACS Associate is encouraged to use and improve the interoperation capabilities of the BVWACS and to provide input to the BVWACS Managing Entity on the day-to-day operations of the BVWACS and development of BVWACS standard operating policies and procedures.

BVWACS Associate shall utilize its sponsoring BVWACS Party as its primary point of contact for requests for BVWACS Improvements.

BVWACS Associate shall utilize the BVWACS Managing Entity as its primary point of contact when dealing with problems, or to answer questions. BVWACS Associate shall work in good faith with the BVWACS Managing Entity to help resolve problems.

BVWACS Associate shall purchase and provide its own subscriber radios and equipment to be used on the BVWACS. The selection and specifications for these radios and equipment

1497 must be coordinated with the BVWACS Managing Entity so that all radios and equipment  
1498 purchased are compatible with the BVWACS.

1499

1500 BVWACS Associate shall ensure that programming for its subscriber equipment that uses  
1501 the BVWACS is consistent with the Standard Operating Procedures established by the  
1502 BVWACS Operating Board.

1503

1504 BVWACS Associate has no right to use the BVWACS if the BVWACS Party entering into  
1505 this BVWACS Associate Interlocal Cooperation Agreement with it is no longer eligible to  
1506 use the BVWACS.

1507

1508 BVWACS Associate is subject to any limitations or restraints on its usage of BVWACS that  
1509 apply to the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation  
1510 Agreement.

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1512 The current term of this BVWACS Associate Interlocal Cooperation Agreement shall not  
1513 exceed the current term of the Interlocal Agreement for Construction, Acquisition,  
1514 Implementation, Operations and Maintenance of a Wide Area Communications System.

1515

1516 BVWACS Associate may be subject to immediate suspension of this BVWACS Associate  
1517 Interlocal Agreement for violation of FCC rules and regulations, individual or repeated  
1518 violations of the BVWACS Standard Operating Procedures, or use of the BVWACS that is  
1519 determined to be inappropriate by the Governing Board.

1520

1521 Upon thirty (30) days written notice that specifies the existence and nature of the default, the  
1522 BVWACS Party sponsoring the BVWACS Associate may automatically terminate the  
1523 participation of BVWACS Associate. Default results from failure to comply with the  
1524 BVWACS Associate Interlocal Cooperation Agreement, including:

- 1525 1. Violation of FCC rules and regulations;  
1526 2. Individual or repeated violations of the BVWACS Standard Operating Procedures;  
1527 or

1528 3. Use of the BVWACS that is determined to be inappropriate by the Governing  
1529 Board.

1530 BVWACS Associate may avoid termination if the default is cured within thirty (30) days. If  
1531 the BVWACS Associate begins to cure the default within the thirty (30) day period, the time  
1532 to cure may be extended, at the sole discretion of the sponsoring BVWACS Party, for as  
1533 long as the BVWACS Associate diligently continues to work toward completion of the cure.

1534

1535 BVWACS Associate shall ensure that the persons it authorizes to use its radios and  
1536 equipment are trained in the proper use and etiquette for two-way radio communication.

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1538 BVWACS Associate shall reimburse the BVWACS Party that is the holder of an FCC license  
1539 if there is any actual or alleged violation of any FCC rule or regulation as a result of any  
1540 radios or equipment that is owned by BVWACS Associate or used by any person associated  
1541 with BVWACS Associate for all costs arising from the actual or alleged violation, including  
1542 costs and attorneys fees for defense against the allegation as well as fines and penalties  
1543 incurred.

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**INTERLOCAL AGREEMENT  
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION,  
OPERATION AND MAINTENANCE OF  
THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit E – Goals and Objectives**

**GOALS**

The goal of the Brazos Valley Wide Area Communications System is to provide voice radio and ultimately data transmission coverage and radio communication interoperability throughout the Service Area utilizing Infrastructure and Improvements currently provided by the Parties as well as new Infrastructure and Improvements in accordance with this Agreement.

**OBJECTIVES**

1. The Brazos Valley Wide Area Communications System shall maintain an appropriate reserve capacity system usage based on the determination of the Governing Board.
2. The Brazos Valley Wide Area Communications System shall strive to maintain coverage at or above 95% reliability for a portable radio worn on the hip with a speaker collar microphone inside a –10db loss building within the Service Area.
3. To the extent practicable, the Brazos Valley Wide Area Communications System shall maintain interoperability with other public safety and governmental radio systems within the Service Area, the Brazos Valley Council of Governments area, regionally, statewide, and nationally.
4. The Brazos Valley Wide Area Communications System shall maintain the performance and equipment of the BVWACS at a standard consistent with the developments in technology and the needs of the BVWACS Parties.
5. The Brazos Valley Wide Area Communications System shall research and pursue opportunities for assistance for funding the BVWACS through grants and other means.

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**INTERLOCAL AGREEMENT  
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THE WIDE AREA COMMUNICATIONS SYSTEM**

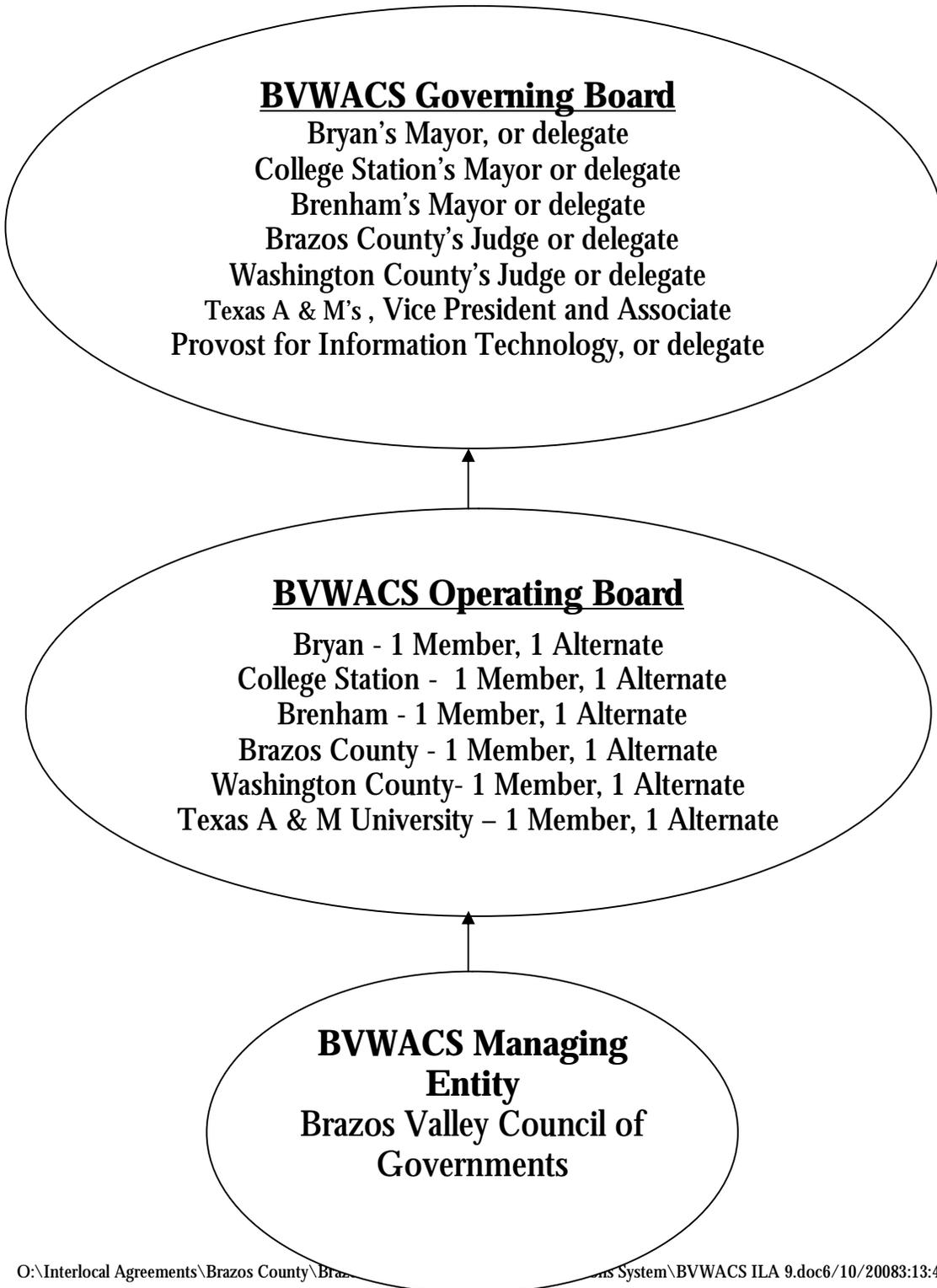
**Exhibit F – Monthly, Quarterly and Annual Evaluation Factors**

- Maintain system reserve capacity at or above the level approved by the Governing Board.
- Maintain coverage at RFP’s coverage specifications.
- Report number of minutes of BVWACS non-normal operation.
- Report number of system busies.
- Report BVWACS Support Vendor response time to system problems.
- Develop shared Staff performance measures.
- Report peak Busy Hour for each month.

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**INTERLOCAL AGREEMENT  
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND  
MAINTENANCE OF  
THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit G- Governance, Operation, and Maintenance Flow Chart  
and Distribution of Board Membership**



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**INTERLOCAL AGREEMENT  
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THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit H – Staffing for BVWACS Program for FY 200\_**

Radio System Manager (100 %)