



Mayor

Ben White

Mayor Pro Tem

Ron Gay

City Manager

Glenn Brown

Councilmembers

John Crompton

James Massey

Lynn McIlhane

Chris Scotti

David Ruesink

Agenda

College Station City Council

Regular Meeting

Thursday, March 27, 2008 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request
Presentation of Historic marker # 82, 1205 Walton Drive
Presentation of Proclamation, "Don't Mess with Texas Trash-Off Day" to Keep Brazos Beautiful
Executive Director Laura Tankersley

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 approval of minutes for workshop and regular meetings, Thursday, March 13, 2008, and special meeting retreat, Tuesday, March 5, 2008.

- b. Presentation, possible action, and discussion regarding the renewal of an annual price agreement for Janitorial Supplies, bid #06-44, with Pro Star Industries in an amount not to exceed \$57,174.18.
- c. Presentation, discussion and possible action regarding renewal of Bid #07-03 to Brazos Valley Services as a secondary vendor to provide Type D Hot Mix Asphalt for the maintenance of streets, in an amount not to exceed \$66,000.00.
- d. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of San Marcos, Texas.
- e. Presentation, possible action, and discussion regarding a purchase order exceeding \$50,000 to First Texas Group for Interim Police Chief services.
- f. Presentation, possible action, and discussion regarding the approval of furniture purchases for the newly renovated Police Department. Furniture purchases will be made through the TxMAS contract (state contract) to Wilton's Office Works in the amount of \$200,000.
- g. Presentation, possible action, and discussion to approve a change order for the Corsair Drive (AMS Road) extension project and the expenditure of funds.
- h. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to construct, as part of the Texas Avenue widening project, capacity improvements to Harvey Road (SH 30) between Texas Avenue and George Bush Drive East in an amount not to exceed \$84,174.
- i. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the Texas Avenue widening project, an opticom system and enforcement lights at the signalized intersections of Texas Avenue for an amount not to exceed \$8,717.
- j. Presentation, possible action, and discussion regarding the approval of a settlement agreement in the total amount of \$333,749 to satisfy the court ordered mediation between City of College Station and Machine Works, Inc.
- k. Presentation, possible action, and discussion regarding the approval of Change Order #1, in the amount of \$310,749 to satisfy the court ordered mediation between City of College Station and Machine Works, Inc.
- l. Presentation, possible action, and discussion regarding a resolution of condolences to Congressman Chet Edwards on the passing of his father.

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. Presentation, possible action, and discussion of a resolution of the City Council of College Station, Texas, establishing the sale price of grave spaces in the College Station municipal cemeteries.
2. Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #08-116) with Acklam Construction Company in the amount of \$7,072,579.00 (Base bid plus Alternate #11) for the construction of Phase I of the Memorial Cemetery of College Station; approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt; and approval of a contingency transfer in the Water Capital Improvement Projects Fund to pay for the Water portion of the project.
3. Public hearing, presentation, discussion, and possible action regarding an Oil and Gas Operations Permit for the Terry-Terry Unit, Well #2 as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.
4. Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 15, "Impact Fees," amending the land use assumptions and capital improvements plan and the imposition of updated water and wastewater impact fees in Service Areas 92-01, 97-01, 97-02B, and 99-01.
5. Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.35 acre of public sanitary sewer easement, which is located on Lot One, Block One of River Oaks Subdivision according to the plat recorded in Volume 8194, Page 181 of the Deed Records of Brazos County, Texas.
6. Public hearing, presentation, possible action, and discussion concerning consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on certain sections of Longmire Drive north of Airline Drive and Longmire Court.
7. Presentation, possible action and discussion on appointments to Outside Agency Funding Review Committee.
8. Adjourn.

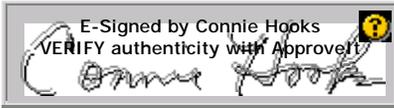
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

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, March 27, 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 24th day of March, 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. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on March 24, 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. Council meetings are broadcast live on Cable Access Channel 19.



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

Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Workshop Meeting
Thursday, March 13, 2008 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

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

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team.

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

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

No discussion needed.

Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding Phase I construction costs for the Memorial Cemetery of College Station and the establishment of the space price structure for the municipal cemetery system.

Introduced by Warren Struss, Interim Director of Parks and Recreation.

Ross Albrecht, Forestry / Urban Landscape Manager presented the Council bids received from the construction of Phase 1 of the Memorial Cemetery of College Station and on the establishment of space pricing for the municipal cemeteries. Asking for Council's; (1) Direction on resolution awarding bid and approval of the construction contract (Contract No. #08116) with Acklam Construction Company in the amount of \$7,072,579.00 (Staff recommendation amount) for the construction of Phase 1 of the Memorial Cemetery of College Station. (2) Direction on resolution establishing the sale price of grave spaces in the College Station municipal cemeteries. Jeff Kersten explained about the financial side of the cemetery project.

Quorum of Cemetery Advisory Committee present: Weldon Kruger, David Chester, Joe Wallace, Randy Matson, Virginia Reece, James Batenhorst and Donald Braune.

Cemetery Advisory Committee called to order at 3:02 p.m.

Council expressed concern about the significant increase in cost of project since last status report. Council discussed options to cover the indebtedness based on proforma presented by Chief Financial Officer, Jeff Kersten.

A motion was made by Mayor Pro tem Gay to approve the bid from Acklam Construction Company in the amount of \$7,072,579.00 and change the cost of grave spaces to \$2000.00 in the Aggie Field of Honor. Seconded by Council member McIlhaney. Mayor Pro Tem Gay explained the importance of covering the project increases and this motion allows additional revenue. Council member McIlhaney concurred.

Council members Massey, Crompton, Scotti agreed with the motion on the floor for the bid award. Each voiced concerns about increasing grave space fees.

City Manager Brown reminded the City Council that the City Council would establish the fees by resolution at its next meeting on March 27.

Staff was directed to review proforma based on different price allocations.

An amended motion was made by Mayor Pro Tem Gay to approve the bid from Acklam Construction Company in the amount of \$7,072,579.00. Seconded by Council member McIlhaney which carried 6-1.

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

Cemetery Advisory Commission adjourned the meeting at 3:57 p.m.

Workshop Agenda Item No. 5 -- Presentation, possible action and discussion regarding the progress of the CIP Citizen Advisory Committee's work to recommend a prioritized list of projects that can be funded with General Obligation Bond funds.

Introduced by Mark Smith, Director of Public Works.

Brian Bochner, Chairman of CIP Committee presented a brief overview of the status report. The Citizen Advisory Committee has begun a series of meetings with the aim of developing a recommended prioritized list of projects for Council to consider to be placed before the voters in a bond election in November 2008. Brian Bochner requested Council's strategic plans and priorities.

Council emphasized that Transportation projects were their highest priority. No formal action taken.

Workshop Agenda Item No. 3 -- Presentation, possible action and discussion on the timeline and current work being conducted toward the completion of the Community Emergency Operation Center.

Introduced by Robert Alley, Fire Chief. (Jon Mies, Assistant Fire Chief)

Brian Hilton, Emergency Management Officer presented an overview of the Community Emergency Operation Center project. He stated that this project was a result of the leadership and direction that was provided by the Intergovernmental Committee. Staff asked for direction from the City Council on a potential long term solution to the Community Emergency Operations Center.

Council's direction was to direct staff to continue to move forward with the Community Emergency Operation Center project.

No formal action taken.

Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding the City's efforts to further affordable housing.

David Gwin, Director of Economic and Community Development briefly explained the City's affordable housing programs, accomplishments, future direction and ready to provide input on the overall direction of these efforts. EDC oversees a number of programs to promote and develop safe and affordable housing for lower income residents of College Station. The impact these programs have made on the lives of citizens and the changes that have occurred in the neighborhoods are impacted by these activities.

Items discussed: Housing Stock, Affordable Housing, Future Direction, Housing Infrastructure, Housing environment, Programming Parameters, Housing Programs and Activities, Affordable Housing, Tenant Base Rental Assistance, Down Payment Assistance, Minor Home Repair, Optional Relocation Program, Recommended Modifications, New Construction, Programming Commonality, HFH – New Construction Program, Future Direction.

Council requested to receive more information at a later date.

No formal action taken.

Workshop Agenda Item No. 6 -- Presentation, possible action, and discussion regarding and update of the Washington, D.C. trip taken in February included issues such as transportation and economic development.

Introduced by Terry Childers, Deputy City Manager.

Mayor White presented information from the Washington, D.C. trip. Accompanying him was Mayor Pro Tem Gay, Council member Scotti and Deputy City Manager Terry Childers.

A motion was made by Mayor Pro Tem Gay to approve a condolence resolution to present to Congressman Edwards. Seconded by Council member Scotti which carried 7-0.

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

Workshop Agenda Item No. 7 -- Council Calendar

- March 17 IGC Meeting, BVCOG office, noon – 1:30 pm
- March 18 Transportation Committee, Adm. Conference Room, 4:30 pm
- March 21 City offices closed, Good Friday
- March 26 Police Dept. Annual Employee Banquet, Pebble Creek, 6:30 pm
- March 27 Council Workshop and Regular Meetings, 3:00 pm and 7:00 pm
- March 31 Citizen University, Mayor/Council Council Chambers, 5:30 pm – 7:30 pm
- April 2 Annual Picnic, Interfaith Dialogue, City Hall, 11:30 am

Addition to Council Calendar:

- March 17 IGS meeting at the BVGOG at 1200 pm
- April 2 Reception Julie O’Connor 3:00 to 5:00 pm
- April 3 Reception for candidates at the Hilton
- April 10 Council agreed to change Workshop meeting to 2:30 pm

Workshop Agenda Item No. 8 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

No items came to the table.

Workshop Agenda Item No. 9 -- Discussion, review and possible action regarding the following meetings: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments (Notice of Agendas posted on City Hall bulletin board).

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

No reports made.

Workshop Agenda Item No. 10 – Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Mayor White announced that the City Council would convene into executive session at 5:50 pm pursuant to Section 551.071 of the Open Meetings Act to seek the advice of our City Attorney. Consultation with Attorney {Gov’t Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council.

Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District.*
- c. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
- d. Sewer CCN request.
- e. Legal aspects of Water Well and possible purchase of or lease of another water site.
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station.*
- g. Cause No. 06-002318-CV-272, 272nd Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive.*
- h. Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*
- i. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- j. Cause No. 07-001241-CV-361, 361st Judicial District Court, Brazos County, Texas *Gregory A. & Agnes A. Ricks v. City of College Station*
- k. Water CCN request

Workshop Agenda Item No. 11 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.

No formal action taken.

Workshop Agenda Item No. 12 -- Adjourn.

The workshop meeting adjourned at the same time as the regular meeting.

PASSED and APPROVED, this 27th day of March, 2008.

APPROVED:

Mayor Ben White

ATTEST

City Secretary, Connie Hooks



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

Councilmembers
John Crompton
James Massey
Lynn McIlhane
Chris Scotti
David Ruesink

Draft Minutes
City Council Regular Meeting
Thursday, March 13, 2008 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

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

Mayor White called the meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. Council member Scotti provided the invocation.

Hear Visitors

Tyler Koch, 505 Lansing, CS, expressed his appreciation to the Council for designating a new polling location at the MSC on campus for early voting on City elections.

Consent Agenda 2a – 2e

- a. Approval of the City Council workshop and regular meeting minutes, February 28, 2008.
- b. Approval of **Resolution No. 3-13-08-2b** to update the Interlocal Agreement for Emergency Medical Ambulance Service to respond to emergencies in Brazos County and to establish the annual fee for FY 2008 at \$175,000.
- c. Approval of **Resolution No. 3-13-08-2c** awarding a Real Estate Contract to transfer ownership of 1119 Georgia Street, an undeveloped residential lot, to the local Habitat for Humanity affiliate.
- d. Approval of **Resolution No. 3-13-08-2d** awarding the bid and approval of a construction contract (Contract Number #08-063) with R.M. Dudley Construction in the amount of

\$1,127,628.00, for the construction of University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks.

e. Approval of a three year professional services contract with McCord Engineering, Inc. for \$1,800,000.00 for electrical engineering services.

A motion was made by Mayor Pro Tem Gay to approve consent agenda items 2a – 2e. Seconded by Council member McIlhaney which carried 7-0

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

Regular Agenda Item No. 1 -- Presentation, possible action, and discussion regarding an ordinance annexing property within the City of College Station's extraterritorial jurisdiction under the exempt status.

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Lance Simms, Assistant Director, Planning and Development Services briefly presented an ordinance that provides for the annexation of area 4 under the direction that was received from the Council at the February 28 regular meeting. As revised, annexation Area four, is approximately 346 acres.

A motion was made by Council member Massey to approve **Ordinance No. 3056** to annex property within the City of College Station's extraterritorial jurisdiction under the exempt status and seconded by Council member McIlhaney which carried 7-0.

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

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on a Comprehensive Plan Amendment from Retail Neighborhood and Single-Family Residential, Medium Density to Single-Family Residential, High Density for 10.44 acres located at 2950 Rock Prairie Road West generally located west of the intersection with Old Wellborn Road on the north side of Rock Prairie Road West.

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Jason Schubert, Staff Planner presented to the Council an ordinance to rezone a small area known as the Wellborn Road / I&GN Triangle, which was annexed back in 2003. The Planning and Zoning Commission recommended approval of Single Family Residential, High Density (7-0) at their February 21st meeting. Staff also recommended approval.

Mayor White opened the public hearing.

Joe Schultz, 3208 Innsbruck, CS, asked if were any questions that needed answering about land use amendment. Mayor White closed the public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3057** on rezoning a small area known as the Wellborn Road / I&GN Triangle, which was annexed back in 2003. Seconded by Council member Scotti which carried 7-0.

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

Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning Glenhaven Subdivision Phase 1 and 3 to apply a Neighborhood Prevailing Overlay (NPO) for those properties located on Summerglen Drive between University Drive East and Glenhaven Drive.

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Lindsay Boyer, Senior Planner presented the Council an ordinance changing the zoning district boundaries of the Glenhaven Subdivision Phase 1 and 3 to a Neighborhood Prevailing Overlay (NPO). Properties adjacent are zoned for single-family and office and the overlay is compatible. The Planning and Zoning Commission unanimously recommended approval at their February 21st meeting and staff concurs.

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

A motion was made by Council member Scotti to approve **Ordinance No. 3058** to change the zoning district boundaries of the Glenhaven Subdivision Phase 1 and 3 to apply a Neighborhood Prevailing Overlay for those properties located on Summerglen Drive between University Drive East and Glenhaven Drive. Seconded by Council member Massey 7-0.

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

Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion on a rezoning from A-O, Agricultural Open to C-1, General Commercial for a 28.34 acres tract located at 3990 and 3994 University Drive East located approximately 1600 feet west of the intersection of University Drive East and SH 30.

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Bob Cowell, AICP, Director of Planning and Development Services presented an ordinance to Council on rezoning from A-O, Agricultural Open to C-1, General Commercial for a 28.34 acres tract located at 3990 and 3994 University Drive East. The Planning and Zoning Commissions recommended the approval of the rezoning and staff agrees.

Mayor White opened the public hearing.
Raborn Metcalf, engineer on project.
Mayor White closed the public hearing

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3059** on rezoning from A-O, Agricultural Open to C-1, General and Commercial for a 28.34 acres tract located at 3990

and 3994 University Drive East located approximately 1600 feet west of the intersection of University Drive East and SH 30. Seconded by Council member Scotti which carried 6-1.

Council member McIlhaney request to deny motion and sent back to PDD.

FOR: Mayor White, Gay, Massey, Crompton, Scotti, and Ruesink

AGAINST: McIlhaney

Regular Agenda Item No. 5 -- Adjourn.

Hearing no objections, Mayor White adjourned the meetings at 7:25 p.m. on Friday, March, 13, 2008.

PASSED and APPROVED this 27th day of March, 2008.

APPROVED:

Mayor White

ATTEST:

City Secretary, Connie Hooks

March 27, 2008
Consent Agenda Item 2b
Renewal of Hot Mix Asphalt Annual Price Agreement – Secondary Vendor

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion and possible action regarding renewal of Bid #07-03 to Brazos Valley Services as a secondary vendor to provide Type D Hot Mix Asphalt for the maintenance of streets, in an amount not to exceed \$66,000.00.

Recommendation(s): Staff recommends approval of the purchase agreement renewal with Brazos Valley Services as the secondary vendor.

Summary: Knife River (Young Contractors) was the successful bidder for the FY2006 annual price agreement as the primary supplier of Type D Hot Mix Asphalt. The purchase agreement with Knife River was renewed on October 25, 2007.

This action renews the agreement with Brazos Valley Services as the secondary supplier of Type D Hot Mix Asphalt. A secondary supplier is needed to insure a steady supply of street maintenance material. There are times when the primary supplier can not furnish the Type D Hot Mix Asphalt when it is required. The amount of \$48,882.17 has been used on this renewal to date. This renewal is the first of two optional annual renewals. The Purchase Agreement supports maintenance operations in the Street Maintenance Division.

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

Attachments: Renewal Letter



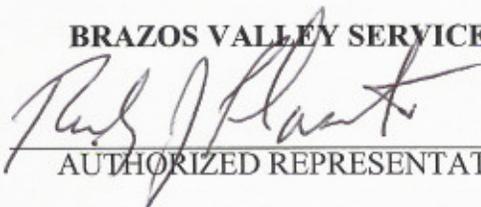
CITY OF COLLEGE STATION

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 07-03, for type D hot mix – picked up by City crews in accordance with all terms and conditions previously agreed to and accepted. Renewal is as a secondary vendor as approved by Council on October 12, 2006 for a not to exceed amount of \$66,000.00. (\$48,882.17 has been used on this renewal to date). This is the first renewal.

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

BRAZOS VALLEY SERVICES



AUTHORIZED REPRESENTATIVE

3/10/08

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

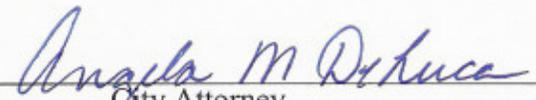
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

the heart of the Research Valley
P.O. BOX 9960
1101 TEXAS AVENUE
COLLEGE STATION • TEXAS • 77842
979.764.3510
www.cstx.gov



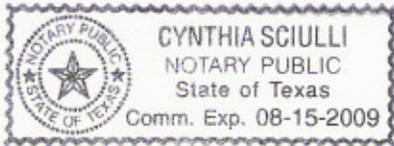
CITY OF COLLEGE STATION

STATE OF TEXAS

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Delos

This instrument was acknowledged on the 10th day of March, 2008,
by Ricky G. Palasota in his/her capacity as Owner of
Brazo Valley Services, a Texas corporation, on behalf of said corporation.



Cynthia Sciulli
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

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

Notary Public in and for the
State of Texas

the heart of the Research Valley

P.O. BOX 9960
1101 TEXAS AVENUE
COLLEGE STATION • TEXAS • 77842
979.764.3510
www.cstx.gov

March 27, 2008
Consent Agenda Item 2c
Renewal of an Annual Price Agreement for Janitorial Supplies

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of an annual price agreement for Janitorial Supplies, bid #06-44, with Pro Star Industries in an amount not to exceed \$57,174.18.

Recommendation(s): Staff recommends renewal of the annual price agreement with Pro Star Industries.

Summary: On March 23, 2006 council approved an annual price agreement (Item 12.6) with Pro Star Industries for janitorial supplies, in an amount not to exceed \$54,498.31.

On March 22, 2007 council approved the first renewal of this price agreement (Consent Item 2.c) in an amount not to exceed \$54,498.31.

This is the second, and final, renewal of the annual price agreement. This renewal includes an increase of 4.91%.

Renewal is dependent upon mutual consent of the City and the vendor. The renewal is for one (1) year, from March 24, 2008 - March 23, 2009.

Budget & Financial Summary: Funds are budgeted and available in the Public Works Facilities Maintenance Operations Budget.

Attachments:

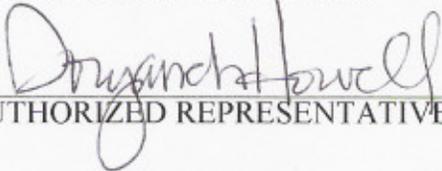
1. Renewal Letter.

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #06-44, for janitorial and paper supplies in accordance with all terms and conditions previously agreed to and accepted including a proposed 4.91% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning March 24, 2008, through March 23, 2009 and with the 4.91% increase, the new total amount of the contract is \$57,174,18 (Fifty seven thousand one hundred seventy four and 18/100 dollars).

PRO STAR INDUSTRIES



AUTHORIZED REPRESENTATIVE

3-11-08

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 11th day of March, 2008,
by Bryan Powell in his/her capacity as CFO of
Pro Star Industries, a Texas Corporation, on behalf of said corporation.



Cynthia Sciulli
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 Ben White, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

March 27, 2008
Consent Agenda Item 2d
Interlocal Agreement with City of San Marcos

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of San Marcos, Texas.

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: This agreement would authorize the City of College Station and City of San Marcos Purchasing Managers to jointly prepare bids and proposals for the purchase of goods and services. It would also allow us to piggyback on each others bids and contracts when in our best interest. At this time, City of San Marcos is specifically interested in exploring opportunities to piggyback on our streaming video contract with Granicus.

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreement. Future savings may be realized through economies of scale in administrative, advertising and other purchasing costs.

Attachments: Interlocal Agreement with City of San Marcos

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND
THE CITY OF SAN MARCOS**

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 administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, the City of College Station and the City of San Marcos desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of College Station and the City of San Marcos are both Home-Rule Municipal Corporations organized under the laws of Texas. The City of College Station is authorized to enter into this Agreement pursuant to Article II, Section 5 of its City Charter; the City of San Marcos is authorized to enter into this Agreement pursuant to its City Charter, Article II, Section 2.01.

WHEREAS, The City of College Station and the City of San Marcos represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has or will have sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The Purchasing Agent of the City of College Station is authorized to act under the direction of, and on behalf of, the City of College Station in all matters related to this cooperative purchasing program. The Purchasing Manager of the City of San Marcos is authorized to act under the direction of, and on behalf of, the City of San Marcos in all matters related to this cooperative purchasing program. Both the Purchasing Agent for the City of College Station and the Purchasing Manager for the City of San Marcos are authorized to jointly prepare bids, proposals, requests for qualifications

and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.

2. The Purchasing officials for both governmental entities shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising shall be borne equally by each entity.
3. The Purchasing Agents of the City of College Station and the City of San Marcos shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals. The City of College Station and the City of San Marcos shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.
4. Each entity shall be responsible for vendor compliance with provisions relating to the quality of items and terms of delivery. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.
5. Participation by either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
7. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until December 31, 2008. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.
8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of both parties. Mutual consent will be demonstrated by approval of each governing body of each party hereto.

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

9. **Termination.** By the City of College Station or the City of San Marcos. Agreement may be terminated at any time by the City of College Station or the City of San Marcos with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 12 herein.
10. **Hold Harmless.** The City of College Station and the City of San Marcos agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
11. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
12. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station: **Finance Services - Purchasing Division**
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

City of San Marcos: **Finance – Purchasing Division**
City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666

13. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This

Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

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

City of College Station

BY: _____
_____, Mayor

DATE:

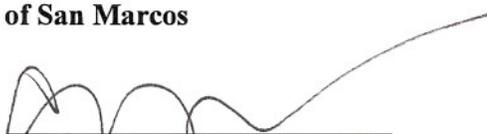
ATTEST:

City Secretary

APPROVED:

_____, City Attorney

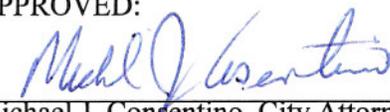
City of San Marcos

BY: 
Collette Jamison, Interim City Manager

DATE February 6, 2008

ATTEST:

Shelley Goodwin,
Interim City Clerk

APPROVED:


Michael J. Consentino, City Attorney

March 27, 2008
Consent Agenda Item 2e
Contract Amendment for First Texas Group for Interim Police Chief Services

To: Glenn Brown, City Manager

From: Kathy Merrill, Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding a contract amendment bringing the total cost to \$105,000 to First Texas Group for Interim Police Chief services and extending the term of the contract through the end of May.

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

Summary: A contract was entered in 2007 with the Texas First Group to provide an Interim Police Chief while the search for a new Police Chief takes place. Chief Bobby Whitmire has served in this position for the previous five months.

The contract amendment brings the total not to exceed amount to \$105,000 for Interim Police Chief services and extends the term of the contract through the end of May.

Budget & Financial Summary: To date approximately \$35,000 has been spent for professional services and \$7,000 for any direct expenses incurred in connection with providing the services performed for the City. These amounts have been provided out of the Police Department budget.

Attachments:

1. Contract amendment will be provided to Council prior to the meeting

**March 27, 2008
Consent Agenda 2f
Project Number GG0402
Furniture for the Police Department Renovations**

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding the approval of furniture purchases for the newly renovated Police Department. Furniture purchases will be made through the TxMAS contract (state contract) to Wilton's Office Works in the amount of \$200,000.

Recommendation(s): Staff recommends that the furniture be purchased off the TxMAS contract through Wilton's Office Works in an amount not to exceed \$200,000.

Summary: The renovations of the Police Department will be completed in 5 separate phases. Purchases for furniture will be made as each phase nears completion. The first phase is almost complete and \$36,810 of furniture has been ordered and is expected for delivery for Phase I of the renovation project. Another \$163,190 is anticipated for the remaining furniture purchases for future construction phases. Total expenditures will not exceed \$200,000. Furniture contract pricing sheets available in City Secretary's Office.

Budget & Financial Summary: Funds are available and budgeted within the General Government Capital Improvements Project Fund as part of the Police Department Renovations Project (GG0402). The project has a total budget of \$3,686,000. A total of \$2,733,576.95 has been expended or committed to date for design and construction of the project, leaving a balance of \$952,423.05. The furniture will be purchased from the balance of the project, and is not expected to exceed \$200,000. Substantial completion for the project is October 22, 2008.

Attachments:

None

March 27, 2008
Consent Agenda Item 2g
Change Order No. 1 to Contract 06-277
Corsair Drive (AMS Road) Extension Project

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capitol Projects

Agenda Caption: Presentation, possible action, and discussion to approve a change order for the Corsair Drive (AMS Road) extension project and the expenditure of funds.

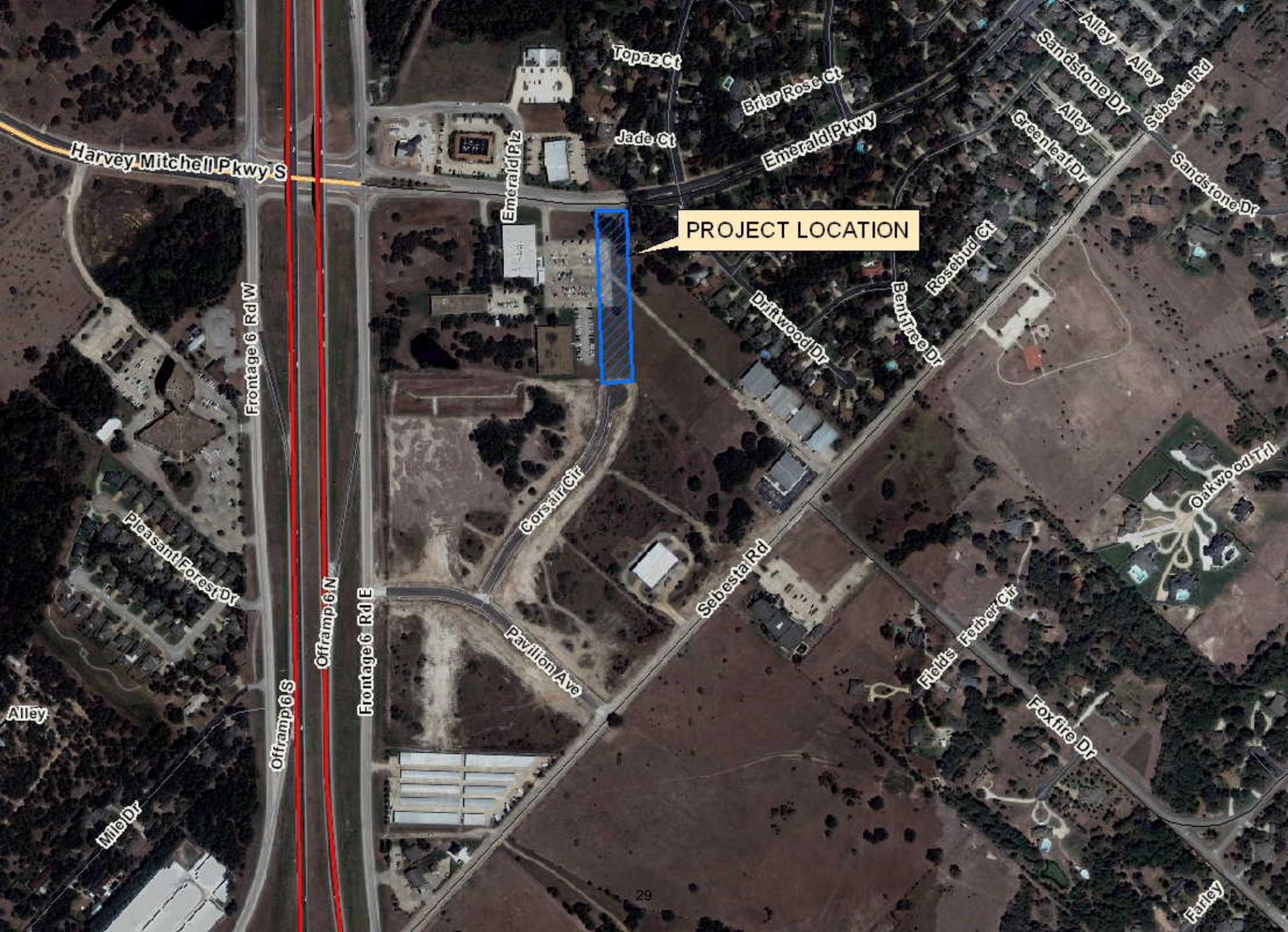
Recommendation(s): Staff recommends approval of Change Order No. 1 to Contract 06-277 with LAN Walton. for the Corsair Drive (AMS Road) Extension Project in the amount of \$4,930.00.

Summary: The change order includes the cost for additional survey fees to support the easement acquisition process, and engineering fees associated revisions to the proposed storm sewer.

Budget & Financial Summary: The current project budget is \$329,000. Funds in the amount of \$70,322.27 have been expended or committed to date, leaving a balance of \$258,677.73. Change Order No. 1 will increase the contract amount by \$4,930.00 for a revised contract total of \$59,770.00.

Attachments:

1. Change Order
2. Location Map



PROJECT LOCATION

CHANGE ORDER NO. 1 Contract No. 06-277 DATE: 1/8/2008
P.O.# 070230 PROJECT: Corsair Drive (AMS Road) Extension, Project No. ST-0612

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

CONTRACTOR: LAN Walton
1722 Broadmoor, Suite 100
Bryan, Texas 77802
Ph: (979) 776-1000 Fax: (979) 776-1004

PURPOSE OF THIS CHANGE ORDER:
A. Design consultant fee increase

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Design and survey fees for the AMS parking lot and additional design for the storm sewer.	\$4,930.00	0	1	\$4,930.00
					TOTAL	\$4,930.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 8.99% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$54,840.00	
Change Order No. 1	\$4,930.00	8.99% CHANGE
REVISED CONTRACT AMOUNT	\$59,770.00	8.99% TOTAL CHANGE

APPROVED

[Signature] 1-17-08 *[Signature]*
A/E CONTRACTOR CITY ATTORNEY

[Signature] 3-04-08
PROJECT MANAGER DIRECTOR OF FISCAL SERVICES

[Signature] 6-March-08
DEPARTMENT DIRECTOR MAYOR

CITY SECRETARY

CITY MANAGER

**March 27, 2008
Consent Agenda Item 2h
Harvey Road Improvements**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to construct, as part of the Texas Avenue widening project, capacity improvements to Harvey Road (SH 30) between Texas Avenue and George Bush Drive East in an amount not to exceed \$84,174.

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

Summary: The Texas Department of Transportation approached city staff regarding participation in paying for improvements to Harvey Road between Texas Avenue and George Bush Drive East. The improvements include constructing an additional eastbound travel lane on Harvey Road. This widening of Harvey Road will allow the eastbound left turn lane into the adjacent development to be lengthened, thus reducing potential congestion in the area by removing the turning traffic from the through travel lanes.

TxDOT feels strongly that the capacity improvements on Harvey Road are needed and will help prevent crashes and congestion in the future. As a result TxDOT has agreed to pay for half of the costs of these improvements.

Budget & Financial Summary: The City's portion of this project will not exceed \$84,174. Funds for this project will be transferred from the Traffic Management Improvement funds approved in 1998. Traffic Management Improvements projects are budgeted in the Streets Capital Improvement Projects Fund.

Attachments:

1. AFA
2. Improvement Plan

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Numbers 001111, 108087, 108410, 108812 and 109460 authorize the State to undertake and complete a highway improvement generally described as the widening of a non-freeway facility consisting of grading, structures, concrete pavement, signals and illumination; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of an additional travel lane on SH 30 (Harvey Road). This work will be added to the existing contract in order to facilitate left turns and reduce congestion at this intersection, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities, which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government at no cost to the State.

This work will be added by change order to the existing highway improvement project referenced above. The State will provide the Local Government with a detailed estimate of the engineering and construction costs to be incurred. Prior to the State authorizing the contractor to begin this work, the State must receive the Local Government's payment for its financial participation in the total cost of the Project.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document.

If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Article 7. Interest

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.
- ◆ by the Local Government if the cost for completion of the Project exceeds the amount for such Project as described in Attachment A.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mr. Glenn Brown City Manager, City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Mr. Bryan Alan Wood, P.E. Bryan District Engineer 1300 North Texas Avenue Bryan, Texas 77803-2760

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title Ben White, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A. Robinson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

CSJ: 0050-01-060
 District: 17 (Bryan)
 Code Chart 64: 09050 (College Station)
 Project: STP 2004(390)

The Local Government and the State agree to construct an additional travel lane on SH 30 (Harvey Road) at its intersection with BS 6-R (Texas Avenue) in order to facilitate left turns and reduce the congestion at this intersection. This work will be constructed as part of the BS 6-R (Texas Avenue) widening project. The Local Government's total estimated participation in this Project is \$84,174 and includes construction items, construction engineering and contingencies. The Local Government and State have estimated the project to be as follows:

Estimated Project Budget

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
ESTIMATED CONSTRUCTION COSTS							
Construction Cost for SH 30 Widening	\$150,310	40%	\$60,124	10%	\$15,031	50%	\$75,155
TOTAL ESTIMATED CONSTRUCTION COST	\$150,310	n/a	\$60,124	n/a	\$15,031	n/a	\$75,155
Direct State Costs (includes construction engineering and contingencies estimated at 12 percent of construction cost)	\$18,038	n/a	\$0	50%	\$9,019*	50%	\$9,019
Indirect State Costs (no local participation required except for service projects)	N/A	0%	N/A	0%	N/A	0%	N/A
TOTAL ESTIMATED COST	\$168,348		\$60,124		\$24,050		\$84,174

* Calculated based on 12% of the combined total federal and state estimated construction cost.

It is further understood that the State will include only those construction items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the Project.

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.

March 27, 2008
Consent Agenda Item 2i
Opticom and Enforcement Lights along Texas Avenue

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the Texas Avenue widening project, an opticom system and enforcement lights at the signalized intersections of Texas Avenue for an amount not to exceed \$8,717.

Recommendation(s): Staff recommends approval of the AFA in the amount of \$8,717.

Summary: Staff has requested that TxDOT install an opticom system and enforcement light at the signalized intersections of Texas Avenue as part of their project to widen Texas Avenue. The opticom system detects emergency vehicles approaching the signal and extends the green time to allow the vehicle to clear the intersection and reduce the response time to the incident or hospital. The enforcement lights are utilized by the police department when monitoring a signalized intersection.

Prior to the beginning of the project to widen Texas Avenue, the city utilized an opticom system and enforcement lights at the signalized intersections of the roadway and during the construction, the systems were removed. Now the project is nearing completion and the systems need to be reinstalled. Since the systems were installed prior to the beginning of the project, TxDOT is paying for one-half of the installation costs.

Budget & Financial Summary: Funds for the installation of the opticom system and enforcement lights will be taken from the Traffic Division's Operation and Maintenance Budget.

Attachments:

1. Advanced Funding Agreement

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Numbers 001111, 108087, 108410, 108812 and 109460 authorize the State to undertake and complete a highway improvement generally described as the widening of a non-freeway facility consisting of grading, structures, concrete pavement, signals and illumination; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding a portion of the improvement described as the installation of Opticom and Red Light Enforcement Equipment. The State will add these elements to the existing contract, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities, which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government at no cost to the State.

This work will be added by change order to the existing highway improvement project referenced above. The State will provide the Local Government with a detailed estimate of the engineering and construction costs to be incurred. Prior to the State authorizing the contractor to begin this work, the State must receive the Local Government's payment for its financial participation in the total cost of the Project.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document.

If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.
- ◆ by the Local Government if the cost for completion of the Project exceeds the amount for such Project as described in Attachment A.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mr. Glenn Brown City Manager, City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Mr. Bryan Alan Wood, P.E. Bryan District Engineer 1300 North Texas Avenue Bryan, Texas 77803-2760

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title Ben White, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

Chief Financial Officer
Date: _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government requested the State allow it to participate in the BS 6-R highway improvement project by participating in the installation of Opticom and Red Light Enforcement Equipment. The State will add this work to the existing construction contract by change order. As part of this work, the Local Government will furnish to the State the Opticom and Red Light Indicator equipment. The cost of installing this equipment will be shared equally by the Local Government and the State. The Local Government's total estimated participation in the installation of these items is \$8,717 and includes construction items, construction engineering and contingencies but does not include the cost of the equipment furnished by the Local Government. The Local Government and State have estimated the project to be as follows:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
ESTIMATED CONSTRUCTION COSTS							
Installation of Opticom and Red Light Indicator Equipment (furnished by the Local Government with the installation costs shared equally between the Local Government and the State)	\$15,565	40%	\$6,226	10%	\$1,556	50%	\$7,783
TOTAL ESTIMATED CONSTRUCTION COST	\$15,565	n/a	\$6,226	n/a	\$1,556	n/a	\$7,783
Direct State Costs (includes construction engineering and contingencies estimated at 12 percent of construction cost)	\$1,868	n/a	\$0	50%	\$934	50%	\$934
Indirect State Costs (no local participation required except for service projects)	N/A	0%	N/A	0%	N/A	0%	N/A
TOTAL ESTIMATED COST	\$17,433	\$6,226		\$2,490		\$8,717	

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

It is further understood that the State will include only those construction items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the Project.

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.

March 27, 2008
Consent Agenda Item 2j
Settlement Agreement with Machine Works, Inc.

To: Glenn Brown, City Manager
From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a settlement agreement in the total amount of \$333,749 to satisfy the court ordered mediation between City of College Station and Machine Works, Inc.

Recommendation: Staff recommends Council approve this agreement.

Summary: Projected water demands make it necessary to transport additional water supply from the Sandy Point Road well field area to the City of College Station before next summer's peak consumption period. Parallel Water Transmission Phase III is the final phase of the 36" parallel water transmission line project and is approximately 22,000 feet in length and will supply the City with the necessary water supply capacity to meet its future water demand. This water line will cross the Machine Works, Inc. property owned by Mr. David Weber (see attached map). The easement on this property was obtained at a condemnation hearing, wherein the Judge ordered mediation to settle the question of compensation for the large oak trees, potential business disruption, and replacement of a concrete slab.

The mediation produced a settlement agreement for Council's consideration that includes the following items totaling \$333,749:

- \$310,749 to bore under the trees and driveways, rather than open trench
- \$20,000 to not replace the concrete slab, but simply plant grass
- \$3,000 for moving the stored items on the concrete slab to give us access

By boring under the trees, it maximizes their chances for survival. The City expressly does not guarantee the trees will live, and is not liable if any of the trees die. By boring under both driveways, it eliminates the potential for business disruption. The boring will be accomplished by change order #1 to contract 07-229 to Brazos Valley Services, which is a separate agenda item for Council's consideration.

Other compensation payments directed by the mediation include \$20,000 to Mr. Weber for loss of a portion of his storage area on the concrete pad, which is a benefit to the City for future maintenance, since our water line will be covered with grass rather than concrete. Also, the City will pay \$3,000 to KBS Electric (Mr. Weber's tenant) for moving transformers in the storage area that must be relocated out of the construction zone.

This agreement allows the construction project to proceed, and is the final legal action required by this project. Staff recommends approval.

Budget & Financial Summary: This settlement agreement requires an additional transfer to the Parallel Transmission Line CIP in the amount of \$374,000 to be taken from the Parallel Wellfield Collection Line CIP, which has been deferred to FY-09. These funds will be requested back in the FY-09 budget process.

Attachment:
Settlement Agreement
Map

CITY OF COLLEGE STATION,
Plaintiff

§
§
§
§
§
§
§

IN THE COUNTY COURT-AT-LAW

VS.

NUMBER ONE

DAVID ALLEN WEBER, JENNIFER
WEBER, and COMPASS BANK
Defendants

BRAZOS COUNTY, TEXAS

MEDIATED SETTLEMENT AGREEMENT

The undersigned parties (in person, or by an attorney having authority in the matter) have agreed to compromise and settle the claims and controversies between them in this suit. The parties wish to avoid potentially protracted and costly litigation, and agree that they have carefully considered all matters deemed important to them.

A PARTY TO THIS AGREEMENT IS ENTITLED TO JUDGMENT ON THIS MEDIATED SETTLEMENT AGREEMENT

1. The parties agree that the "just compensation" that should be paid by the CITY OF COLLEGE STATION ("the CITY") for the condemnation of the 0.60 acre and 0.63 acre tracts of land ("the tracts") that are the subject of this suit is the sum of \$38,000, in addition to the city's agreement herein to use the easement in a specific way. The CITY agrees to pay the cash sum of \$38,000 to Defendants, less a credit of \$18,000 for funds previously tendered in to court and withdrawn by Defendants, subject to approval by the City Council of the City of College Station in accordance with law. Defendants agree to accept said sum and the city's other agreements herein, in full settlement and satisfaction of all claims that were asserted or could have been asserted in this case. Expenses taxable as costs of court will be paid by the party incurring them.
2. The settlement payment shall be tendered to the attorney for the Weber defendants by not later than 30 days after City Council approval is given, and final settlement documents

have been signed. If payment is not tendered within such time, this settlement agreement may be declared null and void at the option of the Weber defendants. If City Council votes to reject this settlement agreement it shall be null and void.

3. The city agrees to perform the construction on the Weber tracts in compliance with the construction drawings attached and incorporated by reference as Exhibit A, and initialed by the parties, except as follows: The city will maintain the grade of the casing and pipeline 8' below the surface in the area of the trees from survey station 40+00 to 42+00 as described in Exhibit A.
4. The city will follow the same construction and boring guidelines/notes in Exhibit A for any future water pipelines that it may construct on the tracts as well as future easements acquired from the Webers, their heirs, successors, and assigns on the tracts. No defendant will be entitled to additional compensation for such future construction, but will be entitled only to compensation for failure, if any, to follow the construction and boring guidelines/notes described in Exhibit A.
5. The city will exercise its BEST EFFORTS to avoid the cutting, trimming or elimination of trees and shrubbery on the tracts. Trees and shrubbery will only be trimmed, cut or eliminated as required by regulatory authorities or when they may endanger or interfere with the efficiency, safety, or operation of the pipeline.
6. The city agrees to pay KBS Electrical Distributors, Inc., a tenant in possession, the sum of \$3000 for its past and future damages. This agreement may be voided at the option of the city if KBS declines to sign a document prepared by city that waives any further claims that KBS may have regarding this condemnation matter.
7. An agreed partial summary judgment in favor of the city will be entered in this suit regarding all elements of the condemnation cause of action alleged by the city, except the following: Cost to cure damages as specifically described hereafter. Defendants' sole additional compensation recoverable in this litigation will be cost to cure damages, if any, arising from the failure to construct the pipeline in accordance with Exhibit A., as modified herein. However, defendants shall not be entitled to additional compensation

recoverable in this litigation for trees that may die from boring activities on the tracts performed in compliance with Exhibit A.

8. Following the signing of this agreement the above suit will be abated, save and except for submission of the agreed partial summary judgment, and, if necessary, enforcement of this agreement, until after completion of the construction. Once construction is substantially complete there will be a project completion meeting, convened on no less than 3 days' notice unless waived, to include the city, the contractor, and the Weber defendants.
9. Once construction has been completed, and all claims have been resolved outside of litigation, all parties will sign a formal release, and agreed judgment, consistent with this Mediated Settlement Agreement.
10. The parties will submit any future dispute arising from this agreement that they are unable to resolve through negotiation including omitted terms, interpretations, and performance issues, whether arising before or after the signing of a judgment based on the agreement, to mediation, with John Delaney (unless otherwise agreed) as mediator.
11. This agreement shall be construed in accordance with the laws of the State of Texas.
12. Each party to this agreement has entered into it voluntarily after having consulted with professionals of his or her choice. Each party understands that the mediator who assisted them to reach this agreement is not the attorney for any party, and that each party should have this agreement approved by that party's attorney before signing it. Each party hereby waives any possible legal claims against the mediator arising out of his services as mediator.
13. The provisions of this agreement shall be effective as a contract upon approval by the City Council of the City of College Station, and shall supersede any other agreements of the parties. This document is the sole agreement and no oral agreements between the parties are enforceable.

AGREED:

APPROVED:

Charles R. Kumbrough
3-10-08

Debra 10 Mar 08

Plaintiff for Terry Childers Date
Deputy City Manager

Jennifer Kueber 10 Mar 08
Defendant Date

[Signature] 10 Mar 08
Defendant Date

Steve Wally 3-14-08
Defendant Compass Bank Date

Carla A Robinson 03/10/08
Attorney for Plaintiff Date

Attorney for Defendants Date

Attorney for Defendant Date

CITY OF COLLEGE STATION

Mayor Date

Chief Financial Officer Date
City of College Station

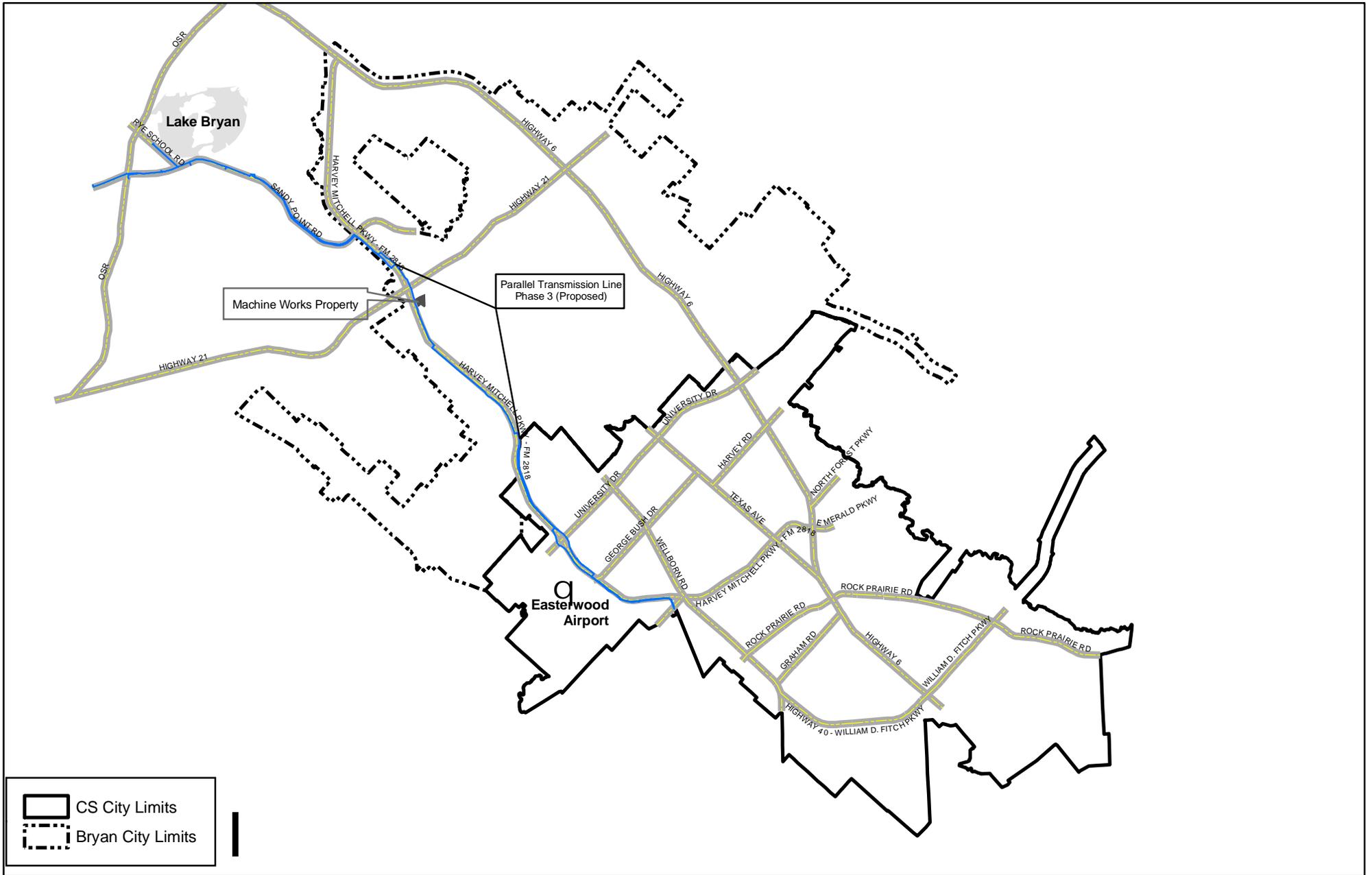
ATTEST:

City Secretary Date

City Manager Date
City of College Station

DRAFTING INSTRUCTIONS:

Settlement check(s) shall be payable to _____



March 27, 2008
Consent Agenda Item 2k
Change Order #1 Parallel Water Transmission Line

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion regarding the approval of Change Order #1, in the amount of \$310,749 to satisfy the court ordered mediation between City of College Station and Machine Works, Inc.

Recommendation: Staff recommends Council approve this change order.

Summary: Projected water demands make it necessary to transport additional water supply from the Sandy Point Road well field production area to the City of College Station before next summer's peak consumption period. Parallel Water Transmission Phase III is the final phase of the 36" parallel water transmission line project and is approximately 22,000 feet in length and will supply the City with the necessary water supply capacity to meet its future water demand.

As a result of the condemnation hearing of the Machine Works, Inc property owned by Mr. David Weber, the court ordered a mediation hearing to resolve the dispute of protecting the large oak trees located within the Utility easement. Mediation proceedings resulted in additional directional boring to avoid open trenching (which would damage the landscape) and also minimizes business disruption. Change order #1 to contract 07-229 to Brazos Valley Services, for the additional boring construction is in the amount of \$310,749, which is 5.6% of the original construction contract of \$5,521,133.50.

This change order allows the construction project to proceed in accordance with the Court order, and is the final legal action required by this project. Staff recommends approval.

Please note, the Mediated Settlement Agreement is a separate City Council agenda item, which is also being recommended for approval.

Budget & Financial Summary: Funds are budgeted and available in the Water CIP Fund, as described on the coversheet for the Settlement Agreement.

Attachments:

Change Order #1

CHANGE ORDER NO. 1
CONTRACT #07-229

DATE: 3/11/08
PROJECT DESCRIPTION: PARALLEL WATER
TRANSMISSION HWY 21 TO VILA MARIA

P.O.# 08-0116

OWNER:

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

CONTRACTOR:

Brazos Valley Services
PO Box 985
Bryan, TX 77806

Ph:979-255-9272

PURPOSE OF THIS CHANGE ORDER:

Item 1: To increase the quantity of boring construction performed by contractor, on the Machine Works, Inc property, as the result of court ordered mediation between College Station Utilities and David Weber.

Item 2:

Item 3:

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1		467 feet of additional directional water line boring	\$ 665.41	0	467	\$310,749.00
2			\$			\$
3			\$			

THE NET AFFECT OF THIS CHANGE ORDER IS A 5.6% Increase

ORIGINAL CONTRACT AMOUNT	\$	5,521,133.50		
Change Order No. 1	\$	310,749.00	5.6	% of Original Contract Amount
Change Order No. 2	\$			% of Original Contract Amount
Change Order No. 3	\$			% of Original Contract Amount
REVISED CONTRACT AMOUNT	\$	5,831,882.50		

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

APPROVED:

A/E CONTRACTOR

CONSTRUCTION CONTRACTOR

Date

3/13/08
Date

CHIEF FINANCIAL OFFICER

CITY ATTORNEY

Date

Date

PROJECT ENGINEER

Date

CITY MANAGER

Date

CITY ENGINEER

Date

MAYOR

Date

P. Plenum 13 Mar 08
Dept Director

City Secretary

March 27, 2008
Consent Agenda Item 2L
Resolution of Condolences to Congressman Chet Edwards

To: Glenn Brown, City Manager

From: Kathy Merrill, Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding a resolution of condolences to Congressman Chet Edwards on the passing of his father.

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

Summary: This item was requested by the Council at its March 13 meeting as a result of the Washington, D.C. Trip Update.

Budget & Financial Summary: N/A

Attachments:

1. Resolution will be provided to Council prior to the meeting

March 27, 2008
Regular Agenda Item 1
Resolution Establishing the Sale Prices of Grave Spaces
in the College Station Municipal Cemeteries

To: Glenn Brown, City Manager

From: Warren Struss, Interim Director Parks and Recreation Department

Agenda Caption: A Resolution of the City Council of College Station, Texas, establishing the sale price of grave spaces in the College Station municipal cemeteries.

Recommendation(s): Staff recommends approval of establishing the sale price of grave spaces in the College Station municipal cemeteries as follows:

College Station Municipal Cemetery
Standard space \$600.00
Cremate space \$250.00
Infant space \$100.00

Memorial Cemetery of College Station

Municipal sections
Standard space \$950.00
Columbaria niche \$600.00
Infant space \$150.00

Aggie Field of Honor

Standard space \$1,950.00 (effective from the date of passage of the Resolution)
\$2,000.00 (effective October 1, 2008)
Columbaria niche \$1,200.00

In addition, this item was considered by the Cemetery Advisory Committee during the March 19, 2008 meeting. The Cemetery Advisory Committee made the same recommendation to the College Station City Council. This recommendation was a 6 to 0 vote, 6 of 9 members present.

Summary: The proposed Resolution establishes the sale price of grave spaces for the College Station Cemetery and the Memorial Cemetery of College Station. This Resolution is necessary to allow inclusion of the space prices for the Memorial Cemetery of College Station. The proposed Resolution also includes language for the space type, price structure, and utilization for funds for the Memorial Cemetery of College Station. There are no proposed changes for the current space price structure and proceed utilization for the College Station Cemetery that were last adopted with Resolution #08-09-2001-11.06.

Budget & Financial Summary: For the College Station Cemetery, 100% of the funds generated by the sale of spaces goes to the College Station Cemetery Endowment Fund (Resolution # 04-25-96-3-B, amended by Resolution #02-14-2008-2-L).

Funds generated from space sales within the Memorial Cemetery of College Station have the following proposed utilization. Thirty-three percent (33%) of the sale price of space will go to the Memorial Cemetery Endowment Fund as established by Resolution #02-14-2008-2-M. The remaining 67% of the sale price will be utilized for: 1) debt retirement associated with land acquisition, design, and construction costs of Phase I of the Memorial Cemetery; 2) building of a capital improvement fund for the Memorial Cemetery of College Station for development of future phases of that facility; and 3) assisting with operations and maintenance costs for the municipal cemetery system that includes both current municipal cemeteries.

Attachments:

- 1) Cemetery Space Price Resolution
- 2) Cemetery Pro Forma

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AND ESTABLISHING THE SALE PRICE OF CEMETERY SPACES IN THE COLLEGE STATION CEMETERY AND THE MEMORIAL CEMETERY OF COLLEGE STATION, AUTHORIZING THE MAYOR TO EXECUTE WARRANTY DEEDS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas, owns and has within its boundaries a tract known as the College Station Cemetery located at 2580 Texas Avenue South, a plat of which is filed in the Deed Records of Brazos County, Texas; and owns and has within its boundaries a tract known as the Memorial Cemetery of College Station located at 3800 Raymond Stotzer Parkway, a plat of which is filed in the Deed Records of Brazos County, Texas; and

WHEREAS, the City Council of the City of College Station, Texas, has established Rules and Regulations governing the College Station Cemetery and the Memorial Cemetery of College Station, being Chapter 1, Section 29 of the Code of Ordinances of the City of College Station, and, furthermore, has authorized the sale and conveyance of certain parcels of land designated and described as cemetery spaces; now; therefore,

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

PART 1: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the College Station Cemetery:

1. Each single space, approximately five feet (5') by ten feet (10'), shall be Six Hundred Dollars (\$600.00).
2. Each single infant space, approximately four feet (4') by five feet (5'), shall be One Hundred Dollars (\$100.00).
3. Each single cremate space, approximately two and one half feet (2- 1/2') by two and one half feet (2-1/2'), shall be Two Hundred and Fifty Dollars (\$250.00).

PART 2 Funds generated from space sales within College Station Cemetery shall have the following utilization:

1. 100% of the proceeds from the sale of lots shall be placed in the Endowment Fund for the College Station Cemetery for the future care, maintenance, operations, and improvements to the cemetery.

PART 3: That the City Council of the City of College Station, Texas, establishes the following fees for the sale of property within the Memorial Cemetery of College Station:

1. Municipal Sections:
 - a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be Nine Hundred Fifty Dollars (\$950.00).
 - b. Each single infant space, approximately four feet (4') by four and one half feet (4 1/2'), shall be One Hundred Fifty Dollars (\$150.00).
 - c. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be Six Hundred Dollars (\$600.00).
2. Aggie Field of Honor Sections:
 - a. Each single standard space, approximately four feet (4') by nine feet (9'), shall be One Thousand Nine Hundred Fifty Dollars (\$1,950.00) through September 30, 2008.
 - b. Each single standard space, approximately four feet (4') by nine feet (9'), shall be Two Thousand Dollars (\$2,000.00) effective October 1, 2008.
 - c. Each columbaria niche, approximately twelve inches (12") by twelve inches (12") by twelve inches (12"), shall be Twelve Hundred Dollars (\$1,200.00).

PART 4 Funds generated from space sales within the Memorial Cemetery of College Station shall have the following utilization.

1. 33% of the proceeds from the sale of lots shall be placed in the Endowment Fund for the Memorial Cemetery of College Station for the future care, maintenance, operations, and improvements to such cemetery.
2. 67% of the proceeds from the sale of lots shall be used for debt retirement associated with land costs for the cemetery, capital improvements for the cemetery, and any and all other purposes as determined by the City in adoption of its budget.

PART 5: In addition to the above fees, the Purchaser shall pay all filing fees required by Brazos County in order to officially effect the transfer of ownership of the property.

PART 6: The City Council of the City of College Station, Texas, delegates to the Mayor the authority to execute, as necessary, Warranty Deeds consummating the sale and conveyance of each parcel of land in the College Station Cemetery per the above price schedule; each Warranty Deed so issued shall be signed by the Mayor and delivered to the Purchaser by the City Secretary after all terms and conditions of the sale have been met, including full payment of all the above-referenced fees, as applicable, and acceptance of the agreement in full by both parties.

PART 7: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2008.

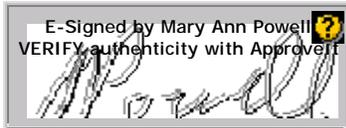
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

Pro-Forma for Memorial Cemetery

3/19/2008 15:09

Year	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Totals
1. Field of Honor Lots Sold	-	-	500	800	350	300	250	250	250	250	250	250	3,450
2. City Lots Sold (increasing at 3% annually with pop growth)	-	-	100	103	106	109	112	115	118	122	126	130	1,141
3. AFOH Collumbarium Spaces Sold	-	-	36	36	36	36	36	36	36	36	36	36	360
4. City Collumbarium Spaces Sold	-	-	18	18	18	18	18	18	18	18	18	18	180
													5,131
Cost per space													
5. Aggie Field of Honor Space	\$ -	\$ -	\$ 1,950	\$ 2,000	\$ 2,350	\$ 2,700	\$ 2,900	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,445
6. City Space	-	-	950	950	1,125	1,300	1,400	1,450	1,450	1,450	1,450	1,450	1,180
7. AFOH Collumbarium Space	-	-	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,091
8. City - Collumbarium Space	-	-	600	600	600	600	600	600	600	600	600	600	545
Gross Sales													
9. Aggie Field of Honor Spaces	\$ -	\$ -	\$ 975,000	\$ 1,600,000	\$ 822,500	\$ 810,000	\$ 725,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 8,682,500
10. City Spaces	-	-	95,000	97,850	119,250	141,700	156,800	166,750	171,100	176,900	182,700	188,500	1,496,550
11. AFOH Collumbarium Spaces	-	-	43,200	43,200	43,200	43,200	43,200	43,200	43,200	43,200	43,200	43,200	432,000
12. City - Collumbarium Spaces	-	-	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	108,000
Gross Sales Subtotal	\$ -	\$ -	\$ 1,124,000	\$ 1,751,850	\$ 995,750	\$ 1,005,700	\$ 935,800	\$ 970,750	\$ 975,100	\$ 980,900	\$ 986,700	\$ 992,500	\$ 10,719,050
Other Income													
13. Investment Income	\$ -	\$ -	\$ -	\$ 17,500	\$ 38,500	\$ 35,400	\$ 36,500	\$ 30,800	\$ 25,600	\$ 20,800	\$ 15,600	\$ 13,400	\$ 234,100
14. Contributions/Donations	-	-	-	-	-	-	-	-	-	-	-	-	-
15. Other Nonoperating Revenue	-	75,000	-	-	-	-	-	-	-	-	-	-	75,000
Other Income Subtotal	\$ -	\$ 75,000	\$ -	\$ 17,500	\$ 38,500	\$ 35,400	\$ 36,500	\$ 30,800	\$ 25,600	\$ 20,800	\$ 15,600	\$ 13,400	\$ 309,100
Gross Income	\$ -	\$ 75,000	\$ 1,124,000	\$ 1,769,350	\$ 1,034,250	\$ 1,041,100	\$ 972,300	\$ 1,001,550	\$ 1,000,700	\$ 1,001,700	\$ 1,002,300	\$ 1,005,900	\$ 11,028,150
Expense													
16. Advertising	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
17. Debt Service	-	-	240,688	773,563	775,094	765,731	776,088	785,906	774,631	782,213	719,844	580,750	6,974,506
18. Endowment	-	-	370,920	578,111	328,598	331,881	308,814	320,348	321,783	323,697	325,611	327,525	3,537,287
Total Expense	\$ -	\$ 75,000	\$ 686,608	\$ 1,351,673	\$ 1,103,691	\$ 1,097,612	\$ 1,084,902	\$ 1,106,254	\$ 1,096,414	\$ 1,105,910	\$ 1,045,455	\$ 908,275	\$ 10,661,793
Net Income/(Expense)	\$ -	\$ -	\$ 437,393	\$ 417,677	\$ (69,441)	\$ (56,512)	\$ (112,602)	\$ (104,704)	\$ (95,714)	\$ (104,210)	\$ (43,155)	\$ 97,625	\$ 366,357
Beginning Balance (Memorial Cemetery Fund)	\$ -	\$ -	\$ -	\$ 437,393	\$ 855,070	\$ 785,628	\$ 729,116	\$ 616,515	\$ 511,811	\$ 416,097	\$ 311,887	\$ 268,732	
Ending Balance (Memorial Cemetery Fund)	\$ -	\$ -	\$ 437,393	\$ 855,070	\$ 785,628	\$ 729,116	\$ 616,515	\$ 511,811	\$ 416,097	\$ 311,887	\$ 268,732	\$ 366,357	

Capital Budget and Expenditures (Estimates)														
19. Engineering	\$	708,485	\$	7,495	\$	451,232	\$	249,757	\$	-	\$	-	\$	-
20. Construction Phase I	\$	7,072,579	\$	-	\$	7,072,579	\$	-	\$	-	\$	-	\$	-
21. Land - Additional Purchase	\$	1,479,524	\$	1,479,524	\$	-	\$	-	\$	-	\$	-	\$	-
22. Miscellaneous	\$	29,413	\$	1,008	\$	-	\$	28,405	\$	-	\$	-	\$	-
Total Capital	\$	9,290,000	\$	1,487,019	\$	451,232	\$	7,350,741	\$	-	\$	-	\$	-
23. Debt Issuance														
2005 Debt		600,000												
2006 Debt		1,000,000												
2007 Debt		625,000												
1998 Bond Authorization-Lan		275,000												
Debt Issued to Date		2,500,000												
Add'l Funding (Water)	\$	120,000												
Add'l Debt Needed	\$	6,748,410												
Includes \$78,410 for debt issuance costs														
Land Purchase Includes:														
1. TAMU		29.63 ac		705,057										
2. Kinman		27.09 ac		702,666										
3. Sharp				45,722										
4. Related Expenses				26,078										
Total Land		56.72 ac		1,479,524										

March 27, 2008
Regular Agenda Item 2
A Resolution approving Construction Contract #08-116 for the construction of
Phase I of the Memorial Cemetery of College Station, a Resolution
Declaring Intention to Reimburse Certain Expenditures with Proceeds From Debt,
and a Contingency Transfer.

To: Glenn Brown, City Manager

From: Warren Struss, Interim Director, Parks and Recreation Department

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #08-116) with Acklam Construction Company in the amount of \$7,072,579.00 (Base bid plus Alternate #11) for the construction of Phase I of the Memorial Cemetery of College Station; approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt; and approval of a contingency transfer in the Water Capital Improvement Projects Fund to pay for the Water portion of the project.

Recommendation(s): Staff received direction from City Council on March 13, 2008, to proceed with the bids received for the construction of Phase I of the Memorial Cemetery of College Station. Council further directed staff to utilize the lowest responsible base bid received with the addition of Alternate #11. The lowest responsible base bid received was from Acklam Construction Company in the amount of \$7,040,029.00. Acklam's Bid Alternate #11 is in the amount of \$32,550.00. This results in a total contract amount of \$7,072,579.00.

Staff also recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt. Also, contingency transfers greater than \$15,000 require Council approval. Staff recommends approval of a transfer of Water Capital contingency within the Water Capital Improvement Projects Fund to pay for the Water portion of the project.

Summary: This construction contract will construct Phase I of the Memorial Cemetery of College Station that will include: the entryway, fencing, road system, utilities, landscaping, a committal shelter and an information building, the Aggie field of Honor 'Spirit Gate', and will provide approximately 6,000 standard spaces, 220 infant spaces, and 1,224 columbarium niches located in four columbaria. In addition, several existing structures and concrete slabs will be removed from the site; site work completed for drainage; and relocation/extension of water and electrical service lines.

Budget & Financial Summary: Five (5) sealed, competitive bids were received and opened on February 26, 2008. The bid summary is attached. The current budget for this project is \$7,950,000. Funds in the amount of \$2,189,016 have been expended or committed to date, leaving a balance of \$5,760,984, which is budgeted and available in the General Government Capital Improvement Projects Fund. The construction bid proposed exceeds the funds available. Partial funding has previously been accomplished through the issuance of Certificates of Obligation, and additional Certificates of Obligation will be issued for the balance of required funding. In addition, Water Services will pay for a portion of the water component of the project (estimated at \$120,000). This portion of the project is being installed for future water extension and it is anticipated that contingency funds budgeted in the Water Capital Improvement Projects Fund will be used to pay for this portion of the project. If approved, appropriations in the amount of \$1,340,000 will be included on a

future FY08 budget amendment, and the new project budget will be \$9,290,000. 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) Bid Tabulation Sheet - Bid #08-36
- 2) Memorial Cemetery Phase I Construction Contract Resolution
- 3) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt
- 4) Contingency Transfer Form

CITY MEMORIAL CEMETERY AND AGGIE FIELD OF HONOR
 BID TABULATION 08-36
 PARKS RECREATION

Item No.	Est. Quan.	Unit Meas.	Description	Acklam Construction Company		JaCody, Inc.		Imperial Construction, Ltd/	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Labor, service, materials etc. for construction of cemetery & Aggie Field of Honor	\$6,734,700.00	\$6,734,700.00		\$7,053,426.00		\$7,444,141.00
Water Main Items									
1	2,393	LF	8" PVC waterline, compl. in place	\$18.00	\$43,074.00	\$25.00	\$59,825.00	\$24.44	\$58,484.92
2	78	LF	8" PVC structural waterline, compl. in place	\$23.00	\$1,794.00	\$35.00	\$2,730.00	\$31.86	\$2,485.08
3	78	LF	16" steel casing, compl. In place	\$90.00	\$7,020.00	\$100.00	\$7,800.00	\$97.86	\$7,633.08
4	971	LF	6" PVC waterline, compl. in place	\$15.00	\$14,565.00	\$22.00	\$21,362.00	\$22.29	\$21,643.59
5	29	LF	6" PVC structural waterline, compl. in place	\$25.00	\$725.00	\$28.00	\$812.00	\$31.56	\$915.24
6	3	EA	6" fire hydrant assembly compl. In place	\$3,500.00	\$10,500.00	\$3,300.00	\$9,900.00	\$2,966.19	\$8,898.57
7	3	EA	8" gate valve, compl. in place	\$1,200.00	\$3,600.00	\$935.00	\$2,805.00	\$1,061.41	\$3,184.23
8	4	EA	6" gate valve, compl. In place	\$1,000.00	\$4,000.00	\$715.00	\$2,860.00	\$962.61	\$3,850.44
9	1	EA	10"x8" reducer, compl. In place	\$500.00	\$500.00	\$330.00	\$330.00	\$250.00	\$250.00
10	1	LS	Various bends, plugs, tees	\$90,000.00	\$90,000.00	\$5,500.00	\$5,500.00	\$7,923.16	\$7,923.16
			Total Water Main Items		\$175,778.00		\$113,924.00		\$115,268.31
Underground Electrical Distribution Items									
1	4,798	LF	2" PVC schedule 40 conduit, in place	\$5.00	\$23,990.00	\$2.85	\$13,674.30	\$4.09	\$19,623.82
2	9,596	LF	4" PVC schedule 40 conduit, in place	\$6.75	\$64,773.00	\$4.85	\$46,540.60	\$5.51	\$52,873.96
3	2,399	LF	6" PVC schedule 40 conduit, in place	\$12.00	\$28,788.00	\$8.45	\$20,271.55	\$11.88	\$28,500.12
4	6	EA	Pull Box	\$1,500.00	\$9,000.00	\$325.00	\$1,950.00	\$361.00	\$2,166.00
5	1	EA	Transformer Foundation	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$700.00	\$700.00
			Total Electrical Distribution Items		\$129,551.00		\$82,936.45		\$103,863.90
			Total Base Proposal with Water & Electrical		\$7,040,029.00		\$7,250,286.45		\$7,663,273.21
Alternates									
Alternate 1			(Additional) Add Columbarium Wall B & associated niches to the AFOH Columbarium		\$247,102.00		\$355,047.00		\$335,000.00
Alternate 2			(Additional) Add Columbarium Wall B and associated niches to the City Memorial Columbarium		\$247,102.00		\$348,949.00		\$330,000.00
Alternate 3			(Additional) Add interim Columbarium with the City Memorial section meeting the requirements of the interim columbarium in the plans		\$92,688.00		\$169,105.00		\$150,000.00
Alternate 4			(Deduction) Deduct City Memorial Columbarium, including walls, niches, planters, foundation, and amenities		(\$268,754.00)		(\$379,146.00)		(\$355,000.00)
Alternate 5			(Deduction) Deduct third westernmost low separation wall (est. 413 lf), located west of the City Memorial Loop Road		(\$96,092.00)		(\$151,700.00)		(\$146,000.00)

CITY MEMORIAL CEMETERY AND AGGIE FIELD OF HONOR
 BID TABULATION 08-36
 PARKS RECREATION

Alternate 6	(Deduction) Deduct Columbarium Wall A and niches to the Aggie Field of Honor Columbarium. All other Columbarium items, excluding Columbarium Wall B to be constructed per the plans and specs			(\$175,586.00)		(\$275,788.00)		(\$260,000.00)
Alternate 7	(Additional) Add differential cost to furnish and install continuously reinforced concrete roadway alternative for Entrance Road, Spirit Gate Loop Road, City Memorial Loop Road, & Central Plaza Loop Road and include deduction for HMAC Roadway Alternative			\$391,850.00		\$184,993.00		\$551,000.00
Alternate 8	(Additional) Add, furnish and install additional 8' width continuously reinforced concrete roadway (one side of Entrance Road only) and additional 8' of 18" reinforced Concrete pipe for the driveway			\$32,650.00		\$10,167.00		\$16,000.00
Alternate 9	(Additional) Add, furnish and install additional 16' width continuously reinforced concrete roadway (8' width each side of Entrance Road only) and additional 16' of 18" reinforced concrete pipe for the driveway			\$64,900.00		\$20,334.00		\$29,000.00
Alternate 10	(Additional) Add, furnish and install additional 8' width HMAC roadway (one side of Entrance Road only) and additional 8' of 18" reinforced concrete pipe for the driveway			\$16,275.00		\$16,830.00		\$27,800.00
Alternate 11	(Additional) Add, furnish and install additional 16' width HMAC roadway (8' width each side of Entrance Road only) and additional 16' of 18" reinforced concrete pipe for the driveway			\$32,550.00		\$33,660.00		\$51,500.00
OTHER ADDITIONS TO THE WORK/UNIT PRICES								
Unit Price #1	Furnish and Install Willow Oak tree (50 gal)	Add \$475.00	Deduct \$400.00			\$385.00		\$450.00
Unit Price #2	Furnish and install Live	Add \$1,135.00	Deduct \$975.00			\$715.00		\$780.00
Unit Price #3	Furnish and install Cedar Elm tree (45 gal)	Add \$475.00	Deduct \$400.00			\$363.00		\$430.00
Unit Price #4	Furnish and install Wax Myrtle (15 gal)	Add \$110.00	Deduct \$90.00			\$94.00		\$125.00
Unit Price #5	Furnish and install 20' wide asphalt roadway with 2' curbs on each side constructed in accordance with the specifications and typical sections shown in the plans for locations to be determined			\$87.50		\$70.00		\$77.00

Base Proposal	\$6,734,700.00	\$7,053,426.00	\$7,444,141.00
Water Main Items	\$175,778.00	\$113,924.00	\$115,268.31
Total Electrical Distribution Items	\$129,551.00	\$82,936.45	\$103,863.90
Total Base Proposal with Water and Electrical Distribution Utilities	\$7,040,029.00	\$7,250,286.45	\$7,663,273.21

Bid Certification	Yes	Yes	Yes
Total Calendar Days to Substantial Completion	240	240	240
Bid Bond	Yes	Yes	Yes
Addendums Acknowledged	4	4	4

Total with staff recommended adds/deducts:	\$6,624,835.00	\$6,646,417.45	\$7,103,773.21
Total with Committee Preference (base plus alternate 11):	\$7,072,579.00	\$7,283,946.45	\$7,714,773.21

CITY MEMORIAL CEMETERY AND AGGIE FIELD OF HONOR
 BID TABULATION 08-36
 PARKS RECREATION

Item No.	Est. Quan.	Unit Meas.	Description	SpawGlass Civil Construction		Dudley Construction, Ltd.	
				Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Labor, service, materials etc. for construction of cemetery & Aggie Field of		\$7,483,000.00		\$8,400,000.00
Water Main Items							
1	2,393	LF	8" PVC waterline, compl. in place	\$43.00	\$102,899.00	\$29.70	\$71,072.10
2	78	LF	8" PVC structural waterline, compl. in place	\$83.00	\$6,474.00	\$51.66	\$4,029.48
3	78	LF	16" steel casing, compl. In place	\$188.00	\$14,664.00	\$95.17	\$7,423.26
4	971	LF	6" PVC waterline, compl. in place	\$35.00	\$33,985.00	\$24.94	\$24,216.74
5	29	LF	6" PVC structural waterline, compl. in place	\$60.00	\$1,740.00	\$49.96	\$1,448.84
6	3	EA	6" fire hydrant assembly compl. In place	\$3,480.00	\$10,440.00	\$3,003.57	\$9,010.71
7	3	EA	8" gate valve, compl. in place	\$1,080.00	\$3,240.00	\$1,163.71	\$3,491.13
8	4	EA	6" gate valve, compl. In place	\$720.00	\$2,880.00	\$849.11	\$3,396.44
9	1	EA	10"x8" reducer, compl. In place	\$1,200.00	\$1,200.00	\$860.00	\$860.00
10	1	LS	Various bends, plugs, tees	\$5,700.00	\$5,700.00	\$9,000.00	\$9,000.00
			Total Water Main Items		\$183,222.00		\$133,948.70
Underground Electrical Distribution Items							
1	4,798	LF	2" PVC schedule 40 conduit, in place	\$6.00	\$28,788.00	\$6.00	\$28,788.00
2	9,596	LF	4" PVC schedule 40 conduit, in place	\$7.00	\$67,172.00	\$8.00	\$76,768.00
3	2,399	LF	6" PVC schedule 40 conduit, in place	\$15.00	\$35,985.00	\$15.00	\$35,985.00
4	6	EA	Pull Box	\$700.00	\$4,200.00	\$666.00	\$3,996.00
5	1	EA	Transformer Foundation	\$3,000.00	\$3,000.00	\$500.00	\$500.00
			Total Electrical Distribution Items		\$139,145.00		\$146,037.00
			Total Base Proposal with Water & Electrical		\$7,805,367.00		\$8,679,985.70
Alternates							
Alternate 1			(Additional) Add Columbarium Wall B & associated niches to the AFOH Columbarium		\$267,000.00		\$360,000.00
Alternate 2			(Additional) Add Columbarium Wall B and associated niches to the City Memorial Columbarium		\$280,000.00		\$370,000.00
Alternate 3			(Additional) Add interim Columbarium with the City Memorial section meeting the requirements of the interim columbarium in the plans		\$106,000.00		\$380,000.00
Alternate 4			(Deduction) Deduct City Memorial Columbarium, including walls, niches, planters, foundation, and amenities		(\$400,000.00)		(\$560,000.00)
Alternate 5			(Deduction) Deduct third westernmost low separation wall (est. 413 lf), located west of the City Memorial Loop Road		(\$180,000.00)		(\$3,000.00)

CITY MEMORIAL CEMETERY AND AGGIE FIELD OF HONOR
 BID TABULATION 08-36
 PARKS RECREATION

Alternate 6	(Deduction) Deduct Columbarium Wall A and niches to the Aggie Field of Honor Columbarium. All other Columbarium items, excluding Columbarium Wall B to be constructed per the plans and specs		(\$230,000.00)	(\$150,000.00)
Alternate 7	(Additional) Add differential cost to furnish and install continuously reinforced concrete roadway alternative for Entrance Road, Spirit Gate Loop Road, City Memorial Loop Road, & Central Plaza Loop Road and include deduction for HMAC Roadway Alternative		\$590,000.00	\$170,000.00
Alternate 8	(Additional) Add, furnish and install additional 8' width continuously reinforced concrete roadway (one side of Entrance Road only) and additional 8' of 18" reinforced Concrete pipe for the driveway		\$43,000.00	\$40,000.00
Alternate 9	(Additional) Add, furnish and install additional 16' width continuously reinforced concrete roadway (8' width each side of Entrance Road only) and additional 16' of 18" reinforced concrete pipe for the driveway		\$85,000.00	\$65,000.00
Alternate 10	(Additional) Add, furnish and install additional 8' width HMAC roadway (one side of Entrance Road only) and additional 8' of 18" reinforced concrete pipe for the driveway		\$20,000.00	\$20,000.00
Alternate 11	(Additional) Add, furnish and install additional 16' width HMAC roadway (8' width each side of Entrance Road only) and additional 16' of 18" reinforced concrete pipe for the driveway		\$39,000.00	\$40,000.00
	OTHER ADDITIONS TO THE WORK/UNIT PRICES			
Unit Price #1	Furnish and Install Willow Oak tree (50 gal)		\$510.00	\$550.00
Unit Price #2	Furnish and install Live		\$750.00	\$800.00
Unit Price #3	Furnish and install Cedar Elm tree (45 gal)		\$510.00	\$550.00
Unit Price #4	Furnish and install Wax Myrtle (15 gal)		\$114.00	\$125.00
Unit Price #5	Furnish and install 20' wide asphalt roadway with 2' curbs on each side		\$100.00	\$97.00
	Base Proposal		\$7,483,000.00	\$8,400,000.00
	Water Main Items		\$183,222.00	\$133,948.70
	Total Electrical Distribution Items		\$139,145.00	\$146,037.00
	Total Base Proposal with Water and Electrical Distribution Utilities		\$7,805,367.00	\$8,679,985.70
	Bid Certification		Yes	Yes
	Total Calendar Days to Substantial Completion		240	240
	Bid Bond		Yes	Yes
	Addendums Acknowledged		4	4
Total with staff recommened adds/deducts:			\$7,140,367.00	\$8,386,985.70
Total with Committee Preference (base plus alternate 11):			\$7,844,367.00	\$8,719,985.70

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT, #08-116, FOR CONSTRUCTION OF PHASE ONE OF THE MEMORIAL CEMETERY OF COLLEGE STATION, PROJECT NUMBER GG9905, AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of Phase One of the Memorial Cemetery of College Station; now therefore,

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

PART 1: That the City Council hereby finds that Acklam Construction Company is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Acklam Construction Company, in the amount of \$7,072,579.00 (composed of the base bid with electrical and water items and the inclusion of Alternate #11) for the labor, materials, and equipment required for the Construction of Phase One of the Memorial Cemetery of College Station.

PART 3: That the funding for this contract shall be as budgeted from the General Government Capital Improvement Projects Fund in the amount of \$7,072,579.00.

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

ADOPTED this the 27th day of March 2008.

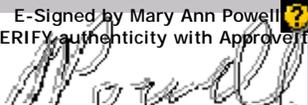
ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt


CITY ATTORNEY

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, on April 12, 2007, the City adopted a resolution declaring intention to reimburse certain expenditures with proceeds from debt with respect to the Project in an amount not to exceed \$6,100,000; and

WHEREAS, as bids have been received by the City for the construction of the Project, it is possible that debt in excess of \$7,475,000 may be required to reimburse the City for the full costs of the Project; and

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$7,475,000, 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 27TH DAY OF MARCH, 2008.

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

New Municipal Cemetery/Aggie Field of Honor - Phase I

REQUEST FOR CONTINGENCY TRANSFER

DATE: 3/27/08

FROM: CONTINGENCY ACCOUNT AMOUNT
212-9111-973-55-02 \$120,000.00

TO: ACCOUNT NUMBER AMOUNT
212-9111-973-55-02 \$120,000.00

JUSTIFICATION OF NEED FOR TRANSFER:

- Why is this request of such an emergency nature that it must be made immediately?**
As part of the construction of the new City Cemetery, a portion of the water line will be extended to meet anticipated future service needs. Incorporating this extension into the New Cemetery project at this point will be more cost effective and less disruptive than completing the extension at a later time when the project is complete.
- Why was the item not budgeted in the normal budgetary process?**
Contingency funds are budgeted in the Water Capital Improvement Projects Fund for unforeseen Water projects that arise throughout the year. A total of \$150,000 in contingency funds has been budgeted in the Water Capital Improvement Projects Fund for FY08.
- Justification as to why the transfer cannot be made within the division or department?**
Currently, there are no projects in the Water Capital Improvement Projects Fund from which a transfer in this amount can be made.

Council Approval Required: _____

Date Approved by Council: _____

Requested by : _____

Budget Review: _____

Approved: _____
Department Head

Approved: _____
Budget Officer

Approved: _____
City Manager

March 27, 2008
Regular Agenda Item 3
Terry-Terry Unit, Well #2 - Oil and Gas Operations Permit

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, public hearing, discussion and possible action, regarding an Oil and Gas Operations Permit for the Terry-Terry Unit, Well #2 as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.

Recommendation(s): Staff recommends approval of the permit as drafted with a minimum of \$25,000 security provided by the applicant. The applicant has complied with the permitting requirements as outlined in Ordinance #1916.

Summary: The Terry-Terry Unit Well #2 is a 600 acre unit well located within the city limits. The location of the drilling site is 728 feet south of Rock Prairie Road on City of College Station property, next to Lick Creek Park. Based on the well's location, it is classified as a rural permitted well. A rural well means an area characterized by open space involving a proposed drill site of not less than twenty-five (25) acres with no operations to be conducted within one thousand feet (1,000') of a residence, hospital, or school.

There is an existing well next to the drilling site (Terry-Terry Unit, Well #1). This well was permitted in 1992 and is being abandoned in accordance with the Texas Railroad Commission and Ordinance #1916.

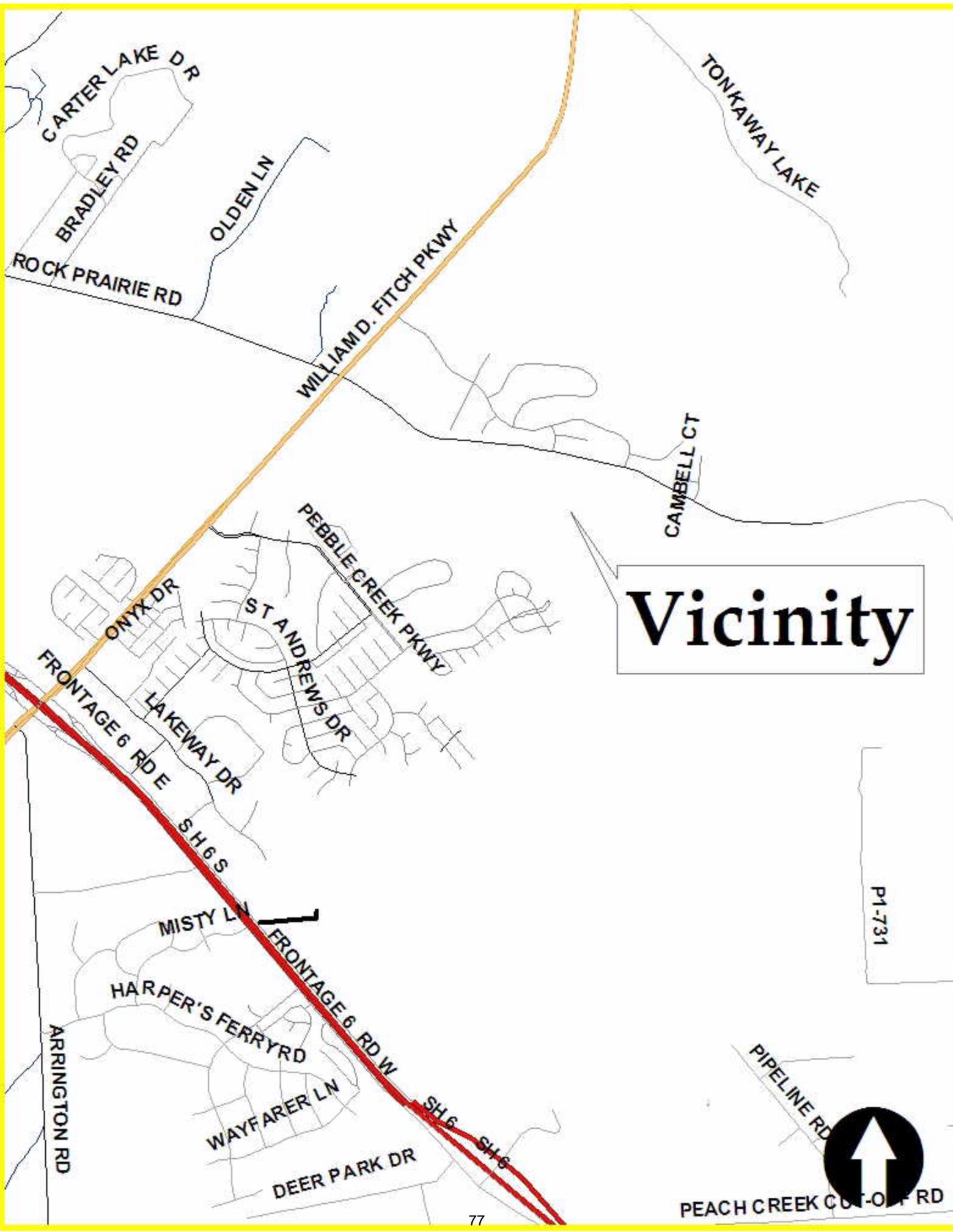
Access to the site will be from the existing private access drive coming off Rock Prairie Road. The City of College Station Oil and Gas Ordinance #1916 requires that a \$25,000 minimum security be established in order to assure compliance with the ordinance and permit requirements. The Oil and Gas Application Fee of \$2,000 has been paid.

The attached City Engineer's Report was agreed upon by the Project Review Committee and its findings are recommended to the Council for their consideration.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Resolution
3. Exhibit A – Application (Complete Application at City Engineer's Office)
4. Exhibit B – Location Map
5. City Engineer Report to PRC
6. Draft Permit



Vicinity

P1-731



PEACH CREEK CUT-OFF RD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS GRANTING AN OIL AND GAS RURAL PERMIT FOR THE TERRY-TERRY UNIT, WELL NO. 2 NEAR ROCK PRAIRIE ROAD APPROXIMATELY 1.3 MILES EAST OF ROCK PRAIRIE ROAD AND W.D. FITCH PARKWAY, AND LOCATED WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station, Texas, has reviewed an application for an Oil & Gas Rural Permit (“Permit”) submitted by Enervest Operating, LLC for the Terry-Terry Unit, Well No. 2; and

WHEREAS, Council has reviewed the Project Review Committee report and other related information relating to the afore-described proposed rural gas well located near Rock Prairie Road approximately 1.3 miles east of Rock Prairie Road and W.D. Fitch Parkway, within the City of College Station (the “City”); and

WHEREAS, pursuant to Chapter 4, Section 13.J Council is required to make certain findings and determinations in granting a permit for an oil and gas operations located within the City; and

WHEREAS, the City Council of the City of College Station, Texas, now desires to make such determinations and to grant such permit; now, therefore,

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

PART 1: That the City Council hereby acknowledges receipt of an application, Project Review Committee report and other related information relating to an Oil and Gas Rural Permit to Enervest Operating, LLC for the Terry-Terry Unit, Well No. 2 located near Rock Prairie Road approximately 1.3 miles east of Rock Prairie Road and W.D. Fitch Parkway. A copy of such paperwork and the exact location of said proposed well are attached hereto as exhibits “A” and “B”, respectively.

PART 2: That the City Council hereby makes the following determinations with respect to said proposed Permit:

1. That the following amount and type of security instrument has been issued: an irrevocable letter of credit in the amount of twenty-five thousand dollars and no cents (\$25,000) and as attached hereto as exhibit “C.”
2. That the operations proposed under the Permit are reasonable under the circumstances and conditions prevailing in the area;
3. That the operations proposed under the Permit are consistent with the health, safety, and welfare of the public when and if conducted in accordance with the permit conditions to be imposed; and
4. That the impact upon adjacent property and the general public of operations conducted in compliance with the Permit conditions are reasonable and justified, balancing the following factors:

- (1) The right of the owner(s) of the mineral estate to explore, develop, and produce the minerals.
- (2) The availability of alternate drill sites, both presently and at other times during the lease term.
- (3) The date of acquisition by the various owners of the surface and mineral estates.

PART 3: That based upon the above the City Council hereby grants said Permit and authorizes the City Manager or his designee to take any and all reasonable action to issue same.

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

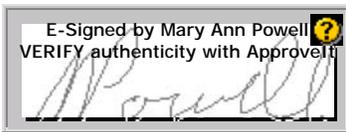
ADOPTED this _____ day of _____, A.D. 2008.

APPROVED:

MAYOR

ATTEST:

APPROVED:



City Attorney

Application for Permit

**TO CONDUCT OPERATIONS FOR THE DISCOVERY AND PRODUCTION
OF OIL, GAS, AND ASSOCIATED HYDROCARBONS
WITHIN THE CITY OF COLLEGE STATION, TEXAS**

**ENERVEST OPERATING, LLC
TERRY-TERRY #2**

1. APPLICANT'S NAME AND ADDRESS

**Enervest Operating, LLC
1001 Fannin Street, Suite 800
Houston, Texas 77002-6707**

2. NAME AND ADDRESS OF DRILLING COMPANY

**Nabors Drilling USA LP
515 West Greens Road, Suite 1000
Houston, Texas 77067**

3. NAME AND ADDRESS OF OPERATOR

**Enervest Operating, LLC
1001 Fannin Street, Suite 800
Houston, Texas 77002-6707**

4. PROPOSED NAME OF WELL

TERRY-TERRY #2

5. PROPOSED DEPTH OF WELL

Enervest Operating, LLC intends to drill a grass roots well, the Terry-Terry #2 well and drill 4451.06'± downdip lateral (ST#01) to a depth of 10,300'± in the Giddings Austin Field.

**6. LOCATION AND DESCRIPTION OF ALL IMPROVMENTS AND STRUCTURES
WITHIN ONE THOUSAND (1000) FEET OF THE WELL**

Please refer to attached Exhibit "A".

**7. SITE PLAN OF PROPOSED OPERATION, SHOWING LOCATION OF ALL
IMPROVEMENTS AND EQUIPMENT**

Please refer to attached Exhibit "B".

Application for Permit

- 8. AREA MAP SHOWING PROPOSED TRANSPORTATION ROUTE AND ROADS FOR EQUIPMENT, CHEMICALS, OR WASTE PRODUCTS USED OR PRODUCED BY THE OIL OR GAS OPERATION, AND ALL NATURAL FEATURES OF THIS SITE**
Please refer to attached Exhibit "C".
- 9. DESCRIPTION OF TYPE, KIND, SIZE, AND AMOUNT OF MAJOR EQUIPMENT USED BEFORE COMPLETION AND RE-WORKING**
Please refer to attached Exhibit "D".
- 10. DESCRIPTION OF SURFACE EQUIPMENT AFTER DRILLING AND COMPLETION**
Please refer to attached Exhibit "A".
- 11. WELL SURFACE CASING AND CEMENTING PROGRAM**
Please refer to attached Exhibit "E".
- 12. COPIES OF RAILROAD COMMISSION FORMS AND DRILLING PERMIT**
Please refer to attached Exhibit "F".
- 13. SECURITY INSTRUMENT CONSISTING OF AN IRREVOCABLE LETTER OF CREDIT, INDEMNITY BOND, OR CERTIFICATE OF DEPOSIT, AS REQUIRED BY THIS ORDINANCE AND IN THE AMOUNT DETERMINED BY THE CITY COUNCIL WITHIN 30 DAYS AFTER COUNCIL APPROVAL**
Enervest Operating LLC is committed to providing the required security instrument in the amount determined by the City Council within 30 days after Council approval of this permit application.
- 14. NAME OF REPRESENTATIVE WITH SUPERVISORY AUTHORITY OVER ALL OIL OR GAS OPERATION SITE ACTIVITIES AND PHONE NUMBER WHERE HE CAN BE REACHED TWENTY-FOUR (24) HOURS A DAY**
Dean Broussard – Operations Superintendent
6933 N. US Hwy 77
La Grange, TX 78945
979-255-3048

Application for Permit

15. LEGAL DESCRIPTION OF THE PROPERTY TO BE USED FOR THE OIL OR GAS OPERATION, THE PARCEL, AND THE PRODUCTION UNIT (PLAT DESCRIPTION OR METES AND BOUND BEARINGS) AND NAME OF THE GEOLOGIC FORMATION AS USED BY THE RAILROAD COMMISSION. PROPERTY RECORDED BY PLAT SHOULD REFERENCE SUBDIVISION, BLOCK AND LOT NUMBERS.

Legal description: 556.6 acres of land out of the S.W. Robertson Sur. A-202, Brazos Co., Texas. Geologic formation: Giddings (Austin Chalk) 3.

16. MINERAL LESSEE NAME AND ADDRESS

Please refer to attached Exhibit "G".

17. SURFACE OWNER NAME AND ADDRESS

City of College Station
P.O. Box 9973
College Station, Texas 77842

18. NAME AND ADDRESS OF AN INDIVIDUAL REPRESENTING THE OWNER/APPLICANT DESIGNED TO RECEIVE NOTICE

Fred Deitsch
615 E. Blue Bell Rd.
Brenham, Texas 77833

19. EVIDENCE OF INSURANCE INFORMATION AS REQUIRED BY ORDINANCE NO. 1916:

(a) Commercial general liability	\$500,000
(b) Automobile liability	\$500,000
(C) Workers' compensation	\$100,000

~~These items to be confirmed at a later date.~~ EXHIBIT "H"

20. SURVEY OF PRODUCTION UNIT AT A SCALE 1 PER 300 OR GREATER BY A TEXAS CERTIFIED SURVEYOR INCLUDING:

(A) Lengths and bearings of all boundary lines for production
(B) Exact acreage of the production Unit
(C) Exact location of the well within production unit with distances of a minimum of two adjacent boundary line of production unit
(D) Length of maximum diagonal within the production unit.

Please refer to attached Exhibit "I".

Application for Permit

21. OWNER AND ADDRESS OF EACH PARCEL OF PROPERTY WITHIN ONE THOUSAND (1000) FEET OF THE PROPOSED DRILL SITE

Not applicable.

SEE Exhibit "I"

22. COPIES OF ALL REPORTS REQUIRED BY THE DEPARTMENT OF WATER RESOURCES AND COMMISSION

Please refer to attached Exhibit "K".

23. STATEMENT UNDER OATH SIGNED BY APPLICANT THAT THE INFORMATION SUBMITTED IN THE APPLICATION IS TRUE AND CORRECT
"I, Lloyd Bruce, Operations Manager, Western Division, do hereby affirm that the information submitted in and attached to the Application for Permit to Conduct Operations for the Discover and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas, for the Application of Permit, is true and correct."

Date: February 18, 2008



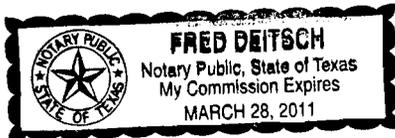
Lloyd Bruce Operations Manager
Western Division

STATE OF TEXAS §

COUNTY OF HARRIS §

Sworn to and subscribed before me this 18th day of February, 2008, by the above named Lloyd Bruce, who is personally known to me.

Given under my hand and seal this day and year last written above.



Fred Deitsch
Notary Public in and for the State of Texas

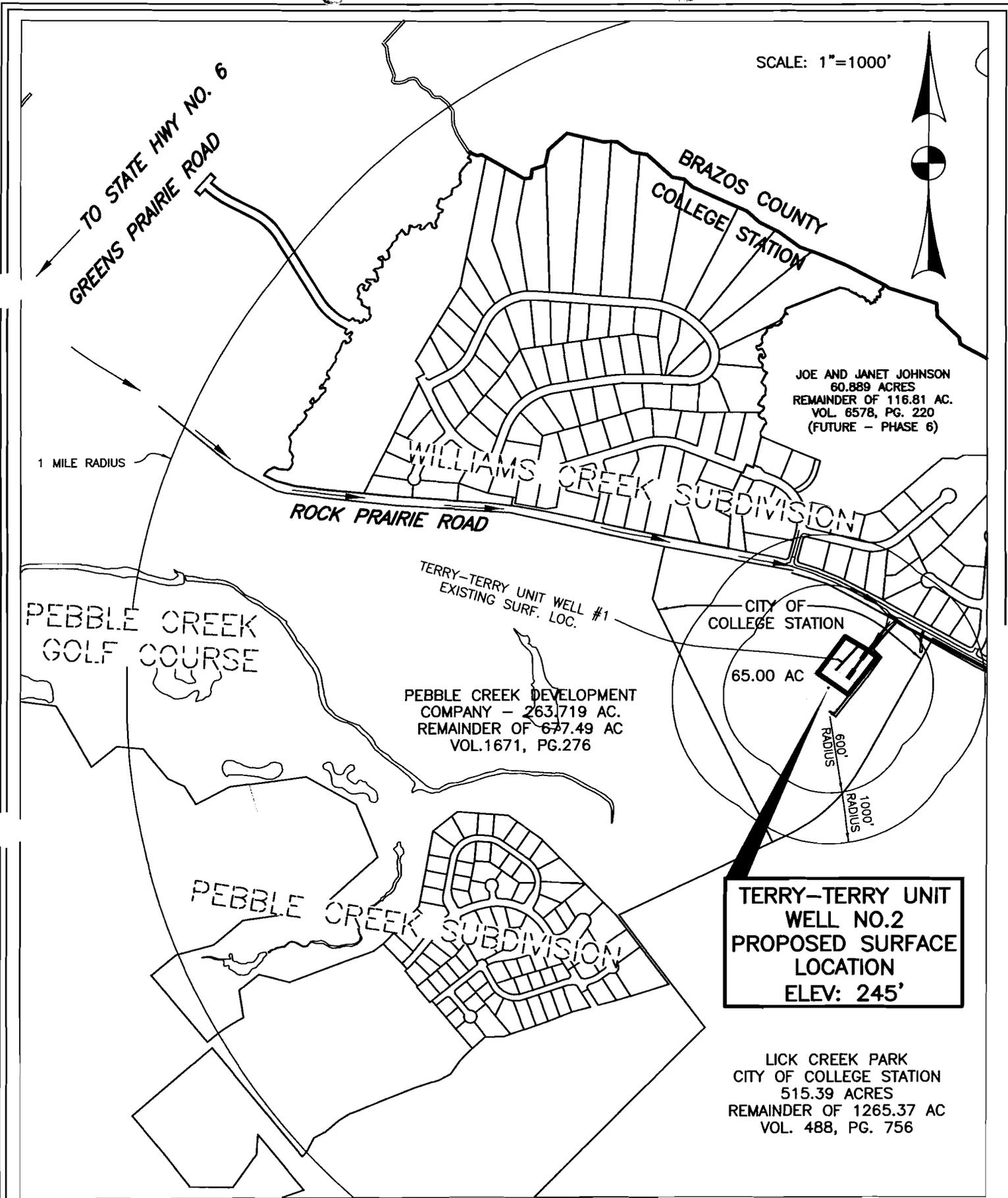
24. INFORMATION FOR SEISMIC PERMITS

Not applicable.

List of Exhibits

Enervest Operating, LLC

- A. Response to Item 6: Location and description of all current improvements and structures within one thousand (1000) feet of the well (Site Plan of Existing Drill Rig Site); and Response to Item 10: Description of surface equipment after drilling and completion.**
- B. Response to Item 7: Site Plan of proposed operation, showing location of all improvements and equipment (Drilling Rig Layout)**
- C. Response to Item 8: Area Map showing proposed transportation route and roads for equipment, chemicals, or waste products... and all natural features of the site (Vicinity and Access Map)**
- D. Response to Item 9: Description of type, kind, size, and amount of major equipment used before completion and re-working. (Equipment Inventory)**
- E. Response to Item 11: Well surface casing and cementing program (Well Diagram)**
- F. Response to Item 12: Railroad Commission Forms**
- G. Response to Item 16: Mineral Lessees' Names and Addresses**
- H. Response to Item 19: Certificate of Insurance**
- I. Response to Item 20: Survey of Production Unit at a Scale of 1 per 300 or greater**
- J. Response to Item 21: Property Owners within 1000 feet**
- K. Response to Item 22: Copies of all reports required by the Department of Water Resources and Commission (Texas Commission on Environmental Quality)**



**VINICITY MAP
AND ACCESS PLAT
OF**

**TERRY-TERRY UNIT
WELL NO. 2**

EVERVEST OPERATING, L.L.C.
S. W. ROBERTSON SURVEY, A-202
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE: 1"=1000' JANUARY, 2008

PREPARED BY:

KLING ENGINEERING & SURVEYING
4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH. 979/846-6212

OIL & GAS OPERATIONS PERMIT APPLICATION
CITY ENGINEER'S REPORT TO PLAN REVIEW COMMITTEE (PRC)

DATE: 3/06/09

CASE FILE NO. 08-400001

WELL NAME: Terry-Terry Well Unit #2

APPLICANT: EnerVest Management Partner, Ltd., Houston, Texas

DRILLING COMPANY: Nabors Drilling USA, LP, Houston, Texas

TYPE: Rural Classification, 1 each Vertical/Horizontal Wells

LOCATION: Surface - 728' SSW of Rock Prairie Road, 527' from lick Creek Park on City of College Station property.

DEPTH: ST#01 4,451 feet Total Vertical Depth and 10,300 feet Measured Depth

ACCESS: From Rock Prairie Road on an existing access road which will be extend to reach well site.

REQUIRED PERMITS ISSUED:	YES	NO	NOT REQUIRED
Texas Railroad Commission (Drilling Permit)	X		
TCEQ (Ground Water to be Protected)	X		
FAA (Hazard to Aviation Determination)			X
Airport Zoning Board Height Variance			X
Drainage Development Permit			X
Driveway Access Permit			X
Insurance Certificates	X		

RECOMMEND SECURITY FOR COMPLIANCE WITH PERMIT TERMS AND ORDINANCE:

A minimum of \$25,000 is required for security by the ordinance.

GROUND WATER PROTECTION:

Water zones to be protected are from the surface to a depth of 100' and from 1,000' to 1300' and form 2350 feet to 2600'. Well surface casing and cementing program indicates J-55 casing and cement from surface to 2700'. Ground water is protected.

FEES PAID:	YES	NO	NOT REQUIRED	REPORT COMPLETED
Application Fee	X			
Legal Consultant			X	
Technical Consultant			X	

OTHER CONSIDERATIONS:

There is an existing well near the site (Terry-Terry #1). The original well at the site has a casing problem and will not be used to make re-entry to the oil/gas pool. Terry-Terry #1 will be plugged and abandon. The city is in receipt of the plugging report.

Terry-Terry #2 will be located 227' south of the old well. The well location is within 600' of a park (527'). Well previous well location was also within 600' feet of a park. When Terry-Terry #1 was permitted a variance was granted for the minimum distance of a well from a park. The variance was based upon the limited use of the park by the public.

SCHEDULE FOR COUNCIL ACTION:

City Council Regular Meeting: Publish according to Rural Classification schedule for Public Hearing and Council Action March 27, 2008.

PRC SITE PLAN REVIEW

a. Alternate well location due to adjacent land uses.

The well site is within 600' of Lick Creek Park. There was a previous well in the vicinity which was issued a variance to the 600' requirement due to the low usage of the park.

b. Air pollution control devices.

The drilling rig has industry standard air pollution control devices installed.

c. Noise control devices.

Drilling operation – standard muffles are installed on generators
Production operation – the pump jack will be electric operated

d. Type of pump engine.

Production operation – the pump jack will be electric operated

e. Height of pump equipment.

30 feet

f. Fire control measures, as required by this Ordinance.

“All fire suppression and prevention equipment required by Fire Department shall be provided by the permittee at the drill site, at the permittee's own cost, and maintenance and upkeep shall be permittee's responsibility.”

EnerVest will provide industry standard fire control measures

g. Fence and/or visual screening, as required by this Ordinance.

“Fencing shall be in the PRC's discretion based upon the impact to adjacent areas.”

“Fencing may be required during the drilling operations and/or separate fencing may be required after completion of the drilling operations.”

“A six foot (6') solid screen fence around the entire perimeter of the site may be required.”

“Any fence should be at least one hundred feet (100') from any well, equipment, or structure within the site, but no closer than five hundred feet (500') to any residential property line.”

“All fencing shall be of a solid neutral color compatible with surrounding uses and shall be maintained in a neat, orderly, secure condition. Neutral colors for fencing shall include unobtrusive shades of sand, grey, green, blue, brown, or other colors approved by the PRC.”

“Upon completion of a well as a commercial producer, any apparatus used in the production of the well, including pump jacks, shall be enclosed as to prevent any entry by unauthorized persons and to prevent well equipment from being seen. The enclosure walls shall be solid and constructed with privacy fence materials and shall be high enough to restrict the view of any well equipment including the pump jack. The enclosure shall remain locked at all times unless the well is being serviced by the operator or its service companies.”

EnerVest is proposing an 8' chain link fence with three strands of barbed wire at the top.

h. Landscaping, as required by this Ordinance.

“All sites in urban or high impact areas shall have landscaping.”

“Upon permit renewal, if the City Planner determines the impact of the area has changed from rural to high impact or urban, screened fencing and landscaping shall be required within sixty (60) days.”

There is no plan to landscape at this time.

i. Proof of contractual responsibilities of pump site and storage site maintenance.

Found noting in the ordinance that addresses this item

j. Safety procedures.

*“After a **high impact permit** application is submitted, the City Engineer shall retain a Consultant to evaluate the public impact of the proposed activity. Consultant shall study the application, proposed site, and proposed operations or drilling program, and shall draft recommended restrictions or conditions to be appended to the permit if issued, including minimum separation distance for drilling or other operations, maximum pressures for anticipated operations, minimum test pressures for equipment, **special safety equipment and procedures**, and prohibited operations or techniques. Consultant shall recommend noise reduction levels and screening where deemed appropriate. The recommendation shall be completed and delivered to the City Engineer, the PRC, and applicant within forty-five (45) days after the application is submitted. Applicant shall pay for the cost of Consultant's study and recommendations prior to the public hearing.”*

This well is classified rural

k. Special handling, storage, or disposal of sludge/waste.

Found nothing in the ordinance that addresses this item.

l. Hours of pumping operation.

“Site development other than drilling shall be conducted only between 7:00 a.m. and 7:00 p.m.”

No hours of operation are proposed.

m. Gas flaring.

“No person shall allow, cause, or permit gases vented into the atmosphere to be burned by open flame except as allowed by law or permitted by the Commission.”

Gas flaring is not proposed for this site.

n. Location of storage facilities.

Storage tanks are on site.

o. Traffic loads or patterns, proposed street development, as required by this Ordinance, and ingress/egress of vehicular traffic.

Ingress/egress will be via extension of existing access road.

p. Water source used during drilling operation.

On site water well will be drill by applicant

q. Full line location and route between the well head and storage facilities.

See application

**RURAL
OIL AND GAS PERMIT
ISSUED BY THE CITY OF COLLEGE STATION, TEXAS**

PERMITTEE: EnerVest Management Partners, Ltd.
1001 Fannin Street, Suite 800
Houston, Texas 77002-6707

EXPIRATION DATE: March 28, 2009

WELL NAME: Terry-Terry Unit Well No. 2

PERMIT NO: 08-400001

REGULATION: The City Council of the City of College Station has determined that the testing and exploration for and development, production and storage of oil, gas, and mineral hydrocarbons (including enhanced or secondary recovery thereof) within the City limits is an activity which necessitates reasonable regulations in order that such activities will not cause injury or property damage to the citizens of the City, and that such activities should conform to the comprehensive plan and zoning ordinances of the City as far as practicable in order to preserve the integrity of said ordinances and regulations. The City recognizes that conflicting property rights exist in the carrying out of such activities, and further recognizes the rights of all property owners, minerals and otherwise, to the peaceable enjoyment of their property and the benefits and revenues therefrom.

UNLAWFUL: It shall be unlawful to engage in any activity not permitted by the terms of this permit and the applicable laws, or to fail to comply with any condition set forth in this permit.

PERMIT TERMS: This permit is issued in accordance with Ordinance No. 1916, Chapter 4 Section 13 of the Code of Ordinances of the City of College Station, Texas, and with applicable ordinances, rules, regulations and laws of the City of College Station, the State of Texas and of the United States of America and their respective agencies, commissions and regulatory bodies.

EnerVest Management Partners, Ltd. is hereby issued this Oil and Gas Permit, having posted a Security Instrument in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), in the form of irrevocable letter of credit or indemnity bond, or certificate of deposit as set forth in Ordinance No. 1916, and required by action of the City Council.

Additional terms and conditions of the granting, issuance and continued effectiveness of this Oil and Gas Permit follow:

I. ADMINISTRATIVE REQUIREMENTS:

Permittee shall comply with Permittee's Application for Permit to conduct operations for the Discovery and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas except as modified by this permit.

Permittee shall comply will all applicable Ordinances, Rules, Regulations and Laws of the City of College Station, the State of Texas, and of the United States of America and their respective agencies, commissions, and regulatory bodies.

This permit is issued for a period of one (1) year. To continue oil and gas operations under this permit, the operator shall submit an application for renewal no later than thirty (30) days before the expiration of this permit.

The permittee shall maintain the security instrument and insurance required for issuance of this permit in effect for the terms of this permit.

II. SITE DEVELOPMENT:

Site development other than drilling shall be conducted only between 7:00 a.m. and 7:00 p.m.

Access to the site shall be via private access road off Rock Prairie Road.

The access drive apron must have at a minimum, an asphalt surface from the street to the right-of-way line that conforms to the minimum pavement design as described in the College Station Standard Specifications for Street Construction.

The remainder of the access drive shall be surfaced with crushed rock, gravel, ore, or oiled and maintained to prevent dust and mud. Drives shall be at least thirty feet (30) wide.

III. SCREENING AND LANDSCAPING:

Upon permit renewal, if the City Planner determines the impact of the area has changed from rural to high impact or urban, screened fencing and landscaping shall be required within sixty (60) days.

IV. DRILLING SITE REQUIREMENTS:

If the drilling site is not occupied by the applicant or drilling company during the entire drilling period (24 hours/7days a week), security fencing will be required during drilling operations.

Permittee shall confine light and noise associated with exploration and production activities to the site to the maximum extent possible.

No drilling or re-working shall occur within one hundred (100) feet of any oil storage tank, ignition source or building.

Permittee shall comply with all Ordinances and Railroad Commission requirements pertaining to flaring gas. In no event shall the flaring of gas exceed ninety (90) calendar days after completion of the well. Further, Permittee shall install prior to entry into the target zone, a sufficient separating device or system(s) (at least two in series) to ensure that gas, oil, other fluids and solids are separated to a sufficient degree that in the event the flaring of gas is necessary in connection with the safe drilling and completion of the well (subject to the limitation set forth herein), such flare shall, to the maximum extent possible, be clean burning and emit neither noxious smoke nor odors. Permittee shall equip flare lines with smokeless flare ignition system. The flare shall be directed away from existing trees to the maximum extent possible.

At the conclusion of any drilling or re-working operations, the drill site shall be cleaned within forty-eight (48) hours of all equipment and machinery that is not needed to produce the well.

At the conclusion of the drilling operation all equipment, materials and constructed items shall be removed from the area outside the production site. This area shall be returned to its original state within thirty (30) days of the completion of the drilling operation.

Drilling mud, cuttings, oil, or liquid hydrocarbons and all other oil field waste derived or resulting from or connected with the drilling, re-working, or deepening of any well shall be discharged into portable steel tanks or a earth pits.

Upon completion of drilling operations waste materials stored in portable steel tanks shall be removed from the site no later than thirty (30) days. Waste material stored in pits shall be removed from the site and the liner shall be removed to the maximum extent practicable and the pits shall be filled and leveled. Burning of sludge pits shall not be permitted.

V. PRODUCTION SITE REQUIREMENTS:

All discarded surplus materials, supplies, and refuse shall be removed from the operation site no later than thirty (30) days after completion of drilling operation.

Permittee shall erect and maintain signs which identify the well by name, the operator, his address and a 24 hr emergency contact telephone number at the well site and at the intersection of the well site access road with the public street.

A Permanent weatherproof signs reading "DANGER NO SMOKING ALLOWED" shall be posted at the entrance of the well site and tank battery.

The production site shall be enclosed by a chain-link fence. It shall have a gate which shall be kept closed and locked except while occupied by Permittee, Permittee's personnel, Permittee's agents/representatives, City Engineer/designate or the Fire Department. The fence shall not be less than six (6) feet high and shall be topped with not less than three (3) strands of barbed wire. Corner posts shall be anchored in concrete. The City Engineer shall be provided the combination to the gate lock.

Only electric prime movers or motors shall be permitted for the purpose of pumping wells.

All production equipment on the site shall be painted and maintained at all times, including pumping units, storage tanks, buildings and structures. Permittee shall paint pumping units, storage tanks, and vessels a neutral color, or such other color scheme as may be approved by the City Planner.

No person shall allow, cause, or permit gases vented into the atmosphere to be burned by open flame except as allowed by law or permitted by the Commission.

Production and storage tanks shall be contained within earthen berms constructed in accordance with applicable oil field practice. Berms shall be constructed and maintained to retain not less than 133% of the capacity of the largest of such tanks.

VI. WELL SERVICING AND SITE MAINTENANCE:

Idle equipment will not be stored on the site. All well servicing equipment shall be removed from the site within fifteen (15) days after completion of a well servicing operation.

After completion of well servicing or abandonment, Operator shall repair all damage to public property caused by such servicing or abandonment operations.

All property on which an oil or gas operation occurs shall at all times be kept free of debris, pools of oil, water or other liquids, weeds, brush, trash, or other waste material.

VII. ENVIRONMENTAL UPSETS:

After any leak, spill, or malfunction, the permittee shall remove or cause to be removed to the satisfaction of the City Engineer, and Fire Department all oil and waste materials from property affected by such spill, leak or malfunction.

In the event of the loss of control of any well or other oil and gas operation, (i.e., blowout, etc.) the Operator shall immediately take all reasonable steps to regain control of such activity regardless of any other provisions of this Ordinance and shall notify the City Engineer as soon as practicable.

VIII. EMERGENCY SERVICES:

The permittee or his agent shall be responsible for providing primary fire fighting services.

The College Station Fire Department will provide emergency response and limited fire fighting services.

IX. ACQUISITION AND TRANSFER OF EXISTING OPERATIONS

Transfer of the site operations by permittee or acquisition of operations at this site by another party does not constitute transfer of this permit. The transferring party and acquiring party shall notify the City Engineer in writing, within ten (10) days of the transfer or acquisition.

March 27, 2008
Regular Agenda Item 4
Update of Impact Fees 92-01, 97-01, 97-02B, and 99-01

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 15, "Impact Fees," amending the land use assumptions and capital improvements plan and the imposition of updated water and wastewater impact fees in Service Areas 92-01, 97-01, 97-02B, and 99-01.

Recommendation(s): Staff recommends approval.

Summary: At the February 14, 2008 Council Meeting, the City Council approved a resolution to set a public hearing for this meeting to evaluate impact fees and a proposal to amend the associated land use assumptions and capital improvements plan as required by state law every 5 years. If approved, this item will amend Chapter 15, "Impact Fees," by replacing Chapter 15 of the Code of Ordinances in its entirety with the attached, amended Chapter 15. The affected impact fees are 92-01 (Graham Road – Sewer), 97-01 (Spring Creek – Sewer), 97-02B (Alum Creek Sewer), and 99-01 (Harley Water). The "Water and Wastewater Impact Fees" Report was prepared by our consultant Rimrock Consulting Company. This report contains the technical data which is the basis for the 2005-2015 fee calculation: land use and planning data, unit usage statistics and capital improvements plan. Actual fee calculation is shown in Section 3.0 of the report, specifically note Tables 3-2A through 6-3D. Current fees and proposed maximum fee calculated in the subject report are provided below.

	92-01 Graham Road	97-01 Spring Creek	97-02B Alum Creek	99-01 Harley
Current Fee*	\$232.04	\$349.55	\$243.38	\$550.00
Proposed Fee*	\$316.07	\$98.39	\$59.42	\$769.91

* per Living Unit Equivalent (LUE)

A summary of the Water and Wastewater impact Fees Report is provided in the attached 5-Year Update Report. Note the above "Proposed Fees" are the maximum fee allowed based on the updated analysis, however Council may chose to enact fees less than the maximum. Also note that the Planning and Zoning Commission serves as the Impact Fee Advisory Committee as defined by ordinance. As attested to by the Chairman of the planning and Zoning Commission on the attached 5-year Update Report, on February 21, 2008 the Advisory Committee unanimously recommended the report be forwarded to City Council and supported the information in the report to update the impact fees.

Budget & Financial Summary: This update proposes maximum fees for 97-01 and 97-02B to be decreased from the current fees. By state law the fees cannot be greater than the proposed fees. The future revenue expected to be recovered if the maximum fee is adopted is \$217,835.46 and \$147,658.70, respectively. To date \$472,764.66 and \$18,250.89 have been collected, respectively.

The proposed maximum fees for 92-01 and 99-01 however are increased from the current fees. The future revenue expected to be recovered if the maximum fee is adopted is \$22,757.04 and \$242,521.65, respectively. This would increase the recovery \$6,050.16 and \$69,271.65, respectively from the current fees. To date \$309,628.59 and \$7,789.15 have been collected, respectively.

Attachments:

1. Water and Wastewater Impact Fees Report (Available at City Engineer's Office)
2. 5-Year Update Report Memo – Impact Fees 92-01, 97-01, 97-02B, and 99-01
3. Ordinance



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960
College Station, Texas 77842
Phone 979.764.3570 / Fax 979.764.3496

MEMORANDUM

DATE: February 21, 2008
TO: Planning and Zoning Commission
FROM: Alan Gibbs, P.E., City Engineer *AGT*
SUBJECT: 5-Year Update Report – Impact Fees 92-01, 97-01, 97-02B, and 99-01

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the advisory committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence. As noted in the subject, this Update Report addresses four of the five impact fees. The remaining impact fee 03-02 is addressed under separate, subsequent memorandum cover as a Semi-Annual Report.

The following is a **current status** report for each of the four impact fees:

92-01--Sanitary Sewer (Graham Road) (508 ac.) \$232.04/LUE
This fee was initially implemented in 1992 @ \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP) and revised again to the current \$232.04/LUE in 2000. The CIP consists of three phases originally estimated at \$543,000 which have all

been completed at a combined cost of \$473,518.72. Fees collected to date total \$309,628.59.

97-01--Sanitary Sewer (Spring Creek) (2000 ac.) \$349.55/LUE

This fee was implemented in December 1997. The CIP consists of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II is estimated to cost \$1,350,000 which was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. To date \$472,764.66 impact fees have been collected in this area.

97-02B--Sanitary Sewer (Alum Creek) (608 ac.) \$243.38/LUE

This fee was implemented in December 1997. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. At the end of 2007 \$18,250.89 in impact fees have been collected in this area.

99-01--Water (Harley)(158 ac.) \$550.00/LUE

This fee was implemented in April 1999. The CIP consists of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. To date \$7,789.15 impact fees have been collected in this area.

Attached is the "Water and Wastewater Impact Fees" report prepared by our consultant Rimrock Consulting Company. This report contains the technical data which is the basis for the 2005-2015 fee calculation: land use and planning data, unit usage statistics and capital improvements plan.

Actual fee calculation is shown in Section 3.0 of the report, specifically note Tables 3-2A through 6-3D. Current fees and proposed maximum fee calculated in the subject report are provided below.

	92-01 Graham Road	97-01 Spring Creek	97-02B Alum Creek	99-01 Harley
Current Fee*	\$232.04	\$349.55	\$243.38	\$550.00
Proposed Fee*	\$316.07	\$98.39	\$59.42	\$769.91

* per Living Unit Equivalent (LUE)

Section 4.0 contains recommendations from the consultant to the Advisory Committee as follows:

- Use of fee revenues to avoid future bonding, whenever possible
- As a second-best option, fee proceeds should be used for early retirement of the growth-related capacity in the CIP.

- Only when the two options immediately above are infeasible should fee proceeds be used for debt service for future customers.
- The City maintain separate dedicated accounts for each area, and retain accrued interest in each account, as stipulated in Local Government Code Chapter 395.

Additional recommendations for record keeping of each impact fees include:

- Date of final plat (i.e. date of fee assessment)
- Ordinance number (date) by which property is assessed an impact fee
- Date of tap purchase and building permit issuance
- Size of water meter
- Number of water and wastewater LUE's for which an impact fee is assessed
- Amount of impact fees paid for each impact fee
- Date of payment of impact fees
- Special conditions or exceptions, if any
- Sufficient locational information, consistent with county deed records, to enable the city to establish ownership of property for which fees have been paid

To proceed with this 5-year fee update, the Advisory Committee needs to act on the following:

- 1) Notify and recommend to City Council in writing that the fees be updated in accordance with "Water and Wastewater Impact Fees" Report by Rimrock Consulting Co.

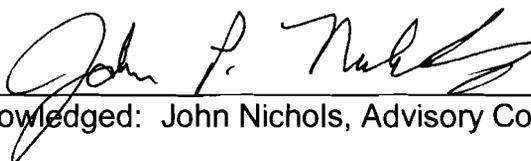
Should the Advisory act to perform the preceding item, the following actions are needed complete this process:

- 2) Staff prepares notices for the public hearing.
- 3) City Council conducts the public hearing and acts on the fee update by ordinance amendment.
- 4) Mayor sends compliance letter to the Attorney General.

Attachment:

"Water and Wastewater Impact Fees" Report by Rimrock Consulting Co.
(provided in packet)

The above memo was presented by Alan Gibbs to the Advisory Committee at the Planning and Zoning Commission Meeting on February 21, 2008. Minutes from the meeting reflect, "*Commissioner Davis moved to recommend that the report be forwarded to City Council and stated that the Commission was supportive of the information that was contained in the report. Commissioner Dictson seconded the motion, motion passed (7-0).*"



Acknowledged: John Nichols, Advisory Committee Chair

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15, "IMPACT FEES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 15, "IMPACT FEES", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

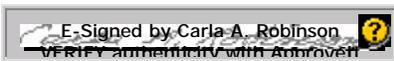
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT “A”

That Chapter 15, “IMPACT FEES”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting Chapter 15 in its entirety and replacing with Chapter 15 as set out hereafter to read as follows:

CHAPTER 15

IMPACT FEES

SECTION I: GENERAL PROVISIONS

A. SHORT TITLE

This Chapter shall be known and cited as the College Station Impact Fees Chapter.

B. PURPOSE

This Chapter is intended to assure the provision of adequate public facilities to serve new development in the City by requiring each development to pay its pro rata share of the costs of such improvements necessitated by and attributable to such new development.

C. AUTHORITY

This Chapter is adopted pursuant to Texas Local Government Code Chapter 395, (S.B. 336) and pursuant to the College Station City Charter. The provisions of this Chapter shall not be construed to limit the power of the City to utilize other methods authorized under State law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Chapter. Guidelines may be developed by resolution or otherwise to implement and administer this chapter.

D. DEFINITIONS

- (1) Advisory Committee means the City's Planning and Zoning Commission, as duly appointed by Resolution 6-11-92-1.10.
- (2) Area-related facility means a capital improvement or facility expansion which is designated in the Impact Fee Capital Improvements Plan and which is not a

site-related facility. Area-related facility may include a capital improvement which is located off-site, within, or on the perimeter of the development site.

- (3) Assessment means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this Chapter.
- (4) Capital improvement means either a roadway facility, a water facility, a sanitary sewer facility or a drainage facility, with a life expectancy of three (3) or more years, to be owned and operated by or on behalf of the City.
- (5) City means the City of College Station, Texas.
- (6) Credit means the amount of the reduction of an impact fee for fees, payments or charges for the same type of capital improvements for which the fee has been assessed.
- (7) Facilities expansion means either a roadway expansion, a water facility expansion or a sanitary sewer facility expansion.
- (8) Final plat approval or approval of a final plat means the point at which the applicant has complied with all conditions of approval, and the plat has been released for filing with Brazos County.
- (9) Impact fee means either a fee for roadway facilities, a fee for water facilities, or a fee for sanitary sewer facilities imposed on new development by the City pursuant to this Chapter in order to fund or recoup the costs of capital improvements or facilities expansions necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements. Impact fees also do not include pro rata charges or acreage charges for sanitary sewer improvements or front footage charges for sanitary sewer and water lines imposed pursuant to Section 3 of the Utility Chapter; or funds deposited in escrow for the construction of roadway improvements imposed pursuant to the Subdivision Chapter.
- (10) Impact fee capital improvements plan means either a roadway improvements plan, a water improvements plan or a sanitary sewer improvements plan adopted or revised pursuant to this Chapter. Impact fee capital improvements plan may refer to either the plan for a particular service area or to the aggregation of capital improvements or facilities expansions and the

associated costs programmed for all service areas for a particular category of capital improvements or facilities expansions.

- (11) Land use assumptions means the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, upon which the impact fee capital improvements plans are based.
- (12) New development means a project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity, and which requires either the approval and filing with Brazos County of a plat pursuant to the City's subdivision regulations, the issuance of a building permit, or connection to the City's water or sanitary sewer system.
- (13) Offset means the amount of the reduction of an impact fee designed to fairly reflect the value of area-related facilities or other roadway facilities pursuant to rules herein established or administrative guidelines, provided by a developer pursuant to the City's subdivision regulations or requirements.
- (14) Recoupment means the imposition of an impact fee to reimburse the City for capital improvements which the City has previously oversized to serve new development.
- (15) Roadway means any thoroughfare, major or minor arterials or collectors designated in the City's adopted Thoroughfare Plan, as may be amended from time to time. Roadway does not include any roadway designated as a numbered highway on the official federal or Texas highway system.
- (16) Roadway expansion means the expansion of the capacity or redesign of an existing roadway in the City, but does not include the repair, maintenance, modernization, or expansion of an existing roadway to better serve existing development.
- (17) Roadway facility means an improvement or appurtenance to a roadway which includes, but is not limited to, design, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic control devices; turn lanes; drainage facilities associated with the roadway; street lighting or curbs. Roadway facility also includes any improvement or appurtenance to an

intersection with a roadway officially enumerated in the federal or Texas highway system. Roadway facility excludes those improvements or appurtenances to a roadway which are site-related facilities.

- (18) Roadway improvements plan means the adopted plan, as may be amended from time to time, which identifies the roadway facilities or roadway expansions and their costs for each roadway benefit area, which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of roadway facilities fees pursuant to this Chapter.
- (19) Service area means either a roadway benefit area, a water benefit area, or sanitary sewer benefit area within the City, within which impact fees for capital improvements or facilities expansions will be collected for new development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area.
- (20) Service unit means the applicable standard units of measure shown on the conversion table in the Impact Fees Capital Improvements Plan which can be converted to living unit equivalents (L.U.E.) as set out in Exhibit B in the Capital Improvements Plan, as the context indicates, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development.
- (21) Sanitary sewer facility means an improvement for providing sanitary sewer service, including, but not limited to, land or easements, treatment facilities, lift stations, or interceptor mains. Sanitary sewer facility excludes sanitary sewer lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities. Sanitary sewer facilities exclude site-related facilities.
- (22) Sanitary sewer facility expansion means the expansion of the capacity of any existing sanitary sewer improvement for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing sanitary sewer facility to serve existing development.
- (23) Sanitary sewer improvements plan means the adopted plan, as may be amended from time to time, which identifies the sanitary sewer facilities or sanitary sewer expansions and their associated costs which are necessitated by and which are attributable to new development for a period not to exceed

ten (10) years, and which are to be financed in whole or in part through the imposition of sanitary sewer facilities fees pursuant to this Chapter.

- (24) Single-family residential lot means a lot platted to accommodate a single-family dwelling unit, as authorized under the City's zoning regulations.
- (25) Site-related facility means an improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway, water or sanitary sewer facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.
- (26) Water facility means an improvement for providing water service, including, but not limited to, land or easements, water treatment facilities, water supply facilities, water transmission or distribution lines. Water facility excludes water lines or mains which are reimbursed from pro rata charges paid by subsequent users of the facilities. Water facility excludes site-related facilities.
- (27) Water facility expansion means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water facility to serve existing development.
- (28) Water improvement plan means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of water facilities fees pursuant to this Chapter.

E. APPLICABILITY

The provisions of this Chapter apply to all new development, as defined herein, within the corporate boundaries of the City. The provisions of this Chapter apply uniformly within each service area.

F. IMPACT FEE AS CONDITION OF DEVELOPMENT APPROVAL

No application for new development shall be approved within the City without assessment of an impact fee pursuant to this Chapter, and no permit shall be issued unless the applicant has paid the impact fee imposed by and calculated herein.

G. LAND USE ASSUMPTIONS

- (1) Land use assumptions for the City are attached hereto as Exhibit "A" and is incorporated herein by reference.
- (2) The land use assumptions for the City shall be updated at least every three (3) years, utilizing the amendment procedure set forth in Subsection Q.
- (3) Amendments to the land use assumptions shall incorporate projections of changes in land uses, densities, intensities and population therein over at least a ten (10) year period.

H. IMPACT FEES PER SERVICE UNIT

- (1) The maximum impact fee per service unit for each service area shall be computed by dividing the total costs of capital improvements necessitated by and attributable to new development in the service area identified in the impact fee capital improvements plan for that category of capital improvements by the total number of service units anticipated within the service area, based upon the land use assumptions for that service area. Maximum impact fees per service unit for each service area shall be established by category of capital improvements and shall be as set forth in Exhibit C, attached hereto and made a part of this Chapter by reference.
- (2) The impact fee per service unit which is to be paid by each new development within a service area shall be that established by Ordinance by the City Council, as may be amended from time to time, and shall be an amount less than or equal to the maximum impact fee per service unit established in paragraph (1) above. Impact fees which are to be paid shall be as set forth in Exhibit D, attached hereto and made a part of this Chapter by reference.
- (3) Impact fee Exhibits C and D may be amended from time to time utilizing the amendment procedure set forth in Subsection Q.

I. ASSESSMENT OF IMPACT FEES

- (1) The approval of any new development shall include as a condition the assessment of the impact fee applicable to such development.
- (2) Assessment of the impact fee for any new development shall be made as follows:

(Ordinance No. 1972 of August 27,1992)

- (a) A development which is submitted for approval pursuant to the City's subdivision regulations following the effective date of this Chapter, assessment shall be at the time of final plat approval for R-1 Single Family Residential, R-1A Single Family Residential, R-2 Duplex Residential, R-3 Townhouse-Rowhouse, R-4 Apartment/Low Density, R-5 Apartment Medium Density, R-6 Apartment High Density, and R-7 Mobile Home Park and assessment for all other Zoning Districts shall be at the time of issuance of the building permit, and shall be the amount of the maximum impact fee per service unit then in effect, as set forth in Exhibit C, as computed by the procedures set forth in Subsection H(1). The City, in its sole discretion, may provide the subdivider with a copy of Exhibit C prior to final plat approval, but such shall not constitute assessment within the meaning of this Chapter.

(Ordinance No. 22" of May 21,1997)

- (b) For a development which has received final plat approval prior to the effective date of this Chapter and for which no replatting is necessary prior to issuance for a permit, assessment shall be on the effective date of this ordinance, and shall be the amount of the maximum impact fee per service unit set forth in Exhibit C.
 - (c) For land on which new development is approved to occur without platting after the effective date of this Chapter, assessment shall be at the time of issuance of a permit for connection to the water or sewer system.
- (3) Following assessment of the impact fee pursuant to paragraph (2)(b) above, the amount of the impact fee per service unit for that development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval, in which case new assessment shall occur at the Exhibit C rate then in effect.

- (4) Following the lapse or expiration of approval for a plat, a new assessment must be performed at the time a new application for such development is filed.
- (5) An application for an amending plat made pursuant to V.T.C.S., Local Government Code, Section 212.016 is not subject to reassessment for an impact fee.

(Ordinance No. 1972 of August 27, 1992)

J. COMPUTATION AND COLLECTION OF IMPACT FEES

- (1) The impact fees due for the new development shall be collected prior to or at the time of final plat recordation for roadway facilities, water and sanitary sewer facilities unless an agreement between the developer and the City has been executed providing for a different time of payment.

(Ordinance No. 2213 of October 10, 1996)

- (2) The impact fees due for land on which new development occurs or is proposed to occur without platting, impact fees shall be collected at the time of issuance of a permit for connection to the water or sewer system.
- (3) Following the filing and acceptance of an application for a building permit or the request for connection to the City's water or sanitary sewer system, the City shall compute the impact fees due for the new development in the following manner.
 - (a) The amount of each impact fee due shall be determined by multiplying the number of service units generated by the new development by the impact fee due per service unit for the service area using Exhibit D. The number of service units shall be determined by using the conversion table contained in the impact fee capital improvements plan.
 - (b) The amount of each impact fee due shall be reduced by an allowable offsets or credits for that category of capital improvements, in the manner provided in Subsection L.
 - (c) The total amount of the impact fees due for the new development shall be calculated and attached to the development application or request for connection as a condition of approval.

- (4) The amount of each impact fee due for a new development shall not exceed an amount computed by multiplying the fee assessed per service unit pursuant to Subsection H by the number of service units generated by the development.
- (5) If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using Exhibit D then in effect, with credits for previous payment of fees being applied against the new fees due.
- (6) Whenever the property owner proposes to increase the number of service units for a development, the additional impact fees collected for such new service units shall be determined by using Exhibit D then in effect and such additional fee shall be collected either prior to or at the time of issuance of a new building permit, in the case of impact fees for roadway facilities, or prior to or at the time of enlargement of the connection to the City's water or sanitary sewer system, in the case of impact fees for water or sanitary sewer facilities.
- (7) In its sole discretion, the City may permit the developer or property owner, upon written application, to pay impact fees for all or a portion of a single-family residential lots at the time of final plat recording for such development, in the amounts provided in paragraph (2) of this Subsection.

K. SUSPENSION OF FEE COLLECTION

- (1) For any new development which has received final plat approval prior to August 27, 1992, in accordance with Texas Local Government Code, Chapter 212, or pursuant to the City's subdivision regulations, the City may assess, but shall not collect any impact fee as herein defined, on any service unit for which a valid building permit is issued within one (1) year subsequent to the effective date of this Chapter.
- (2) If the building permit, which is obtained within the period provided for in paragraph (1) above, subsequently expires, and no new application is made and approved within such period, the new development shall be subject to the payment of an impact fee, as provided in Subsection J.
- (3) During such one (1) year period, the City may impose and collect on such new development pro rata fees including lot or acreage fees for sanitary sewer improvements pursuant or front footage charges for sanitary sewer and water lines which have been previously installed by the City pursuant to Section 3 of Chapter 11 of the Code of Ordinances, as amended, and may accept deposits

in escrow for roadway facilities pursuant to the City's subdivision regulations. After the expiration of such period, collection of all such fees, charges or deposits in escrow, unless elsewhere expressly authorized, shall be suspended and fees shall be collected for such new developments pursuant to the provisions of this Chapter.

L. OFFSETS AND CREDITS AGAINST IMPACT FEES

- (1) The City shall offset the reasonable value of any area-related facilities or other roadway facilities, pursuant to rules established in this section or pursuant to guidelines and which have been dedicated to and have been received after initial acceptance by the City on or after August 27, 1992, including the value of rights-of-way for roadways, or capital improvements constructed pursuant to an agreement with the City, against the amount of the impact fee due for that category of capital improvement.
- (2) The City shall credit pro rata charges, including lot or acreage fees or charges, which have been paid pursuant to Section 3 of Chapter 11 of the Code of Ordinances, as amended, and eligible escrow fees deposited for roadway facilities prior to the effective date of this Chapter, and during the one (1) year period following adoption of this ordinance, during which impact fees established herein may not be collected for certain new developments pursuant to Subsection K, against the amount of an impact fee due for that category of capital improvement, subject to guidelines established for the City.
- (3) All offsets and credits against impact fees shall be subject to the following limitations and shall be granted based on this Ordinance and additional standards promulgated by the City, which may be adopted as administrative guidelines.
 - (a) No offset or credit shall be given for the dedication or construction of siterelated facilities.
 - (b) No offset or credit shall exceed an amount equal to the eligible value of the offset multiplied by a fraction, the numerator of which is the impact fee per service unit due for the new development as computed using Exhibit D and the denominator of which is the maximum impact fee per service unit for the new development as computed using Exhibit C.
 - (c) The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the impact fees

capital improvements plan for the category of facility within the service area for which the impact fee is imposed.

- (d) No offsets shall be given for roadway facilities which are not identified within the applicable impact fees capital improvements plan, except that offsets may be given for the value of dedicated rights-of-way or the value of constructed capital improvements for roadways designated in the City's Thoroughfare Plan built to City standards and initially accepted by the City. Offsets may only be given for dedications or construction made and initially accepted after January 1, 1984.
- (e) No credit shall be given for roadway facilities which are not identified within the applicable impact fees capital improvements plan, except that credit may be given for money deposits (other than impact fees) paid to the City toward the costs of rights-of-way or the costs of construction capital improvements for eligible roadways designated in the City's Thoroughfare Development Plan built to City standards and initially accepted by the City. Credit may only be given for rights-of-way acquired or construction completed and initially accepted by the City. Credit may only be given for rights-of-way acquired or construction completed and initially accepted after January 1, 1984.
- (f) Offsets or credits given for new developments which have received final plat approval prior to the effective date of this Chapter, or offsets or credits acquired for new developments during the one (1) year period specified in Subsection K, shall be reduced by subtracting an amount equal to the impact fees which would have been due for the number of existing service units using Exhibit D adopted hereby.
- (g) If an offset or credit applicable to a plat has not been exhausted within ten (10) years from the date of the acquisition of the first building permit issued or connection made after the effective date of this ordinance or within such period as may be otherwise designated by contract, such offset or credit shall lapse.
- (h) In no event will the City reimburse the property owner or developer for an offset or credit when no impact fees for the new development can be collected pursuant to this Chapter or for any amount exceeding the total impact fees due for the development for that category of capital improvement, unless otherwise agreed to by the City.

- (4) An applicant for new development must apply for an offset or credit against impact fees due for the development either at the time of application for final plat approval or (1) for roadway fees, at the time of building permit application, and (2) for water and sewer fees, at the time of connection, unless the City agrees to a different time. The applicant shall file a petition for offsets or credits with the City on a form provided for such purpose. The contents of the petition shall be established by administrative guidelines. The City must provide the applicant, in writing, with a decision on the offset or credit request, including the reasons for the decision. The decision shall specify the maximum value of the offset or credit which may be applied against an impact fee, which amount and the date of the determination shall be associated with the plat for the new development.
- (5) The available offset or credit associated with the plat shall be applied against an impact fee in the following manner.
 - (a) For single-family residential lots in a new development consisting only of single-family residential lots which have received final plat approval, such offset or credit shall be prorated equally among such lots and shall remain applicable to such lots, to be applied at the time of filing and acceptance of an application for a building permit or connection, as appropriate against impact fees due.
 - (b) For all other types of new development, including those involving mixed uses, which have received final plat approval, the offset or credit applicable to the plat shall be applied to the impact fee due at the time of issuance of the first building permit or connection to which the offset or credit is applicable, and thereafter to all subsequently issued building permits or connections, until the offset or credit has been exhausted.
 - (c) At its sole discretion, the City may authorize alternative credit or offset agreements upon petition by the owner in accordance with guidelines promulgated by the City.

M. ESTABLISHMENT OF ACCOUNTS

- (1) The City's Finance Department shall establish an account to which interest is allocated for each service area for each category of capital facility for which an impact fee is imposed pursuant to this Chapter. Each impact fee collected within the service area shall be deposited in such account.

- (2) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Subsection N.
- (3) The City's Finance Department shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Subsection N. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Chapter, provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.
- (4) The City's Finance Department shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended from each service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours. The City may establish a fee for copying services.
- (5) The Finance Department shall maintain and keep adequate financial records for said account which shall show the source and disbursement of all funds placed in or expended by such account.

N. USE OF PROCEEDS OF IMPACT FEE ACCOUNTS

- (1) The impact fees collected for each service area pursuant to this Chapter may be used to finance or to recoup the costs of any capital improvements or facilities expansions identified in the applicable impact fee capital improvements plan for the service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the impact fee capital improvements plan who is not an employee of the political subdivision. Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such capital improvements or facilities expansions.
- (2) Impact fees collected pursuant to this Chapter shall not be used to pay for any of the following expenses:

- (a) construction, acquisition or expansion of capital improvements or assets other than those identified in the applicable impact fee capital improvements plan;
- (b) repair, operation, or maintenance of existing or new capital improvements or facilities expansions;
- (c) upgrading, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (d) upgrading, expanding or replacing existing capital improvements to provide better service to existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development;
- (e) administrative and operating costs of the City; or
- (f) roadway facilities or roadway expansions in the extraterritorial jurisdiction of the City.
- (g) In the event that a capital improvement or facility expansion involves more than one (1) service area for a particular category of capital improvement, funds from each service area involved may be pooled to finance the project; provided, however, that in the event the funds expended from any service area exceed the proportionate share of the costs of the facilities attributable to the development in such service area, such account shall be credited in the amount exceeding such share, to be repaid from impact fee proceeds collected in other contributing service areas.

O. APPEALS

- (1) The property owner or applicant for new development may appeal the following decisions to the City Council: (1) applicability of an impact fee to the development; (2) the amount of the impact fee due; (3) the availability or the amount of an offset or credit; (4) the application of an offset or credit against any impact fee due; (5) the amount of a refund due, if any.

- (2) The burden of proof shall be on the appellant to demonstrate that the amount of the fee or the amount of the offset or credit was not calculated according to the applicable schedule of impact fees or the guidelines established for determining offsets and credits.
- (3) The appellant must file a notice of appeal with the City Secretary within thirty (30) days following the decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the original determination of the impact fee due, the development application may be processed while the appeal is pending.

P. REFUNDS

- (1) Any impact fee or portion thereof collected pursuant to this Chapter, which has not been expended within the service area within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Article 1.03, Title 79, Revised Statutes (Article 5069-1.03, Vernon's Texas Civil Statutes), or any successor statute.
- (2) An impact fee collected pursuant to this Chapter shall be considered expended if the total expenditures for capital improvements or facilities expansions authorized in Subsection N within the service area within ten (10) years following the date of payment exceeds the total fees collected for such improvements or expansions during such period.
- (3) If a refund is due pursuant to paragraphs (1) and (2) above, the City shall prorate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.
- (4) Upon completion of all the capital improvements or facilities expansions identified in the impact fee capital improvements plan for the service area, the City shall recalculate the maximum impact fee per service unit using the actual costs for the improvements or expansions. If the maximum impact fee per

service unit based on actual cost is less than the impact fee per service unit paid, the City shall refund the difference, if such difference exceeds the impact fee . paid by more than ten percent (1096). The refund to the record owner shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

- (5) If the building permit for a new development for which an impact fee has been paid has expired, and a modified or new application has not been filed within six (6) months of such expiration, the City shall, upon written application, refund the amount of the impact fee to the applicant. The City may establish guidelines for refunding of impact fees collected for which construction plans have been abandoned.

Q. UPDATES TO PLAN AND REVISION OF FEES

- (1) The City shall update its land use assumptions and impact fees capital improvements plans and shall recalculate its impact fees not less than once every three years in accordance with the procedures set forth in Texas Local Government Code Section 395.052, or in any successor statute.
- (2) The City may review its land use assumptions, impact fee capital improvements plans, and other factors such as market conditions more frequently than provided in paragraph (1) above to determine whether the land use assumptions and impact fee capital improvements plans should be updated and the impact fee recalculated accordingly, or whether Exhibit D collection rates should be increased, decreased, or otherwise changed.

R. FUNCTIONS OF ADVISORY COMMITTEE

- (1) The Advisory Committee shall perform the following functions:
 - (a) advise and assist the City in adopting land use assumptions;
 - (b) review the impact fee capital improvements plans and file written comments thereon;
 - (c) monitor and evaluate implementation of the impact fee capital improvements plans;

- (d) advise the City of the need to update or revise the land use assumptions, impact fee capital improvements plans and impact fees; and file a semiannual report evaluating the progress of the City in achieving the impact fee capital improvements plans and identifying any problems in implementing the plans or administering the impact fees.
- (2) The City Council shall adopt, by resolution, procedural rules by which the Advisory Committee may carry out its duties.
- (3) The City shall make available to the Advisory Committee any professional reports prepared in the development or implementation of the impact fee capital improvements plans.

S. AGREEMENT FOR CAPITAL IMPROVEMENTS

- (1) An owner of a new development may construct or finance a capital improvement or facility expansion designated in the impact fee capital improvements plan, if required or authorized by the City, by entering into an agreement with the City prior to the issuance of any building permit for the development. The agreement shall be on a form approved by the City, and shall identify the estimated cost of the improvement or expansion, the schedule for initiation and completion of the improvement or expansion, a requirement that the improvement be designed and completed to City standards and such other terms and conditions as deemed necessary by the City. The agreement shall provide for the method to be used to determine the amount of the offset to be given against impact fees due for the development.
- (2) In the event that the City elects to reimburse an owner for the dedication, construction or financing of a capital improvement or facility expansion designated in the impact fee capital improvements plan, the terms of reimbursement shall be incorporated in the agreement required by paragraph (1) above.

T. USE OF OTHER FINANCING MECHANISMS

- (1) The City may finance capital improvements or facilities expansions designated in the impact fee capital improvements plan through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.

- (2) Except as herein otherwise provided, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.
- (3) The City may pay all or part of impact fees due for a new development taking into account available offsets and credits pursuant to duly adopted criteria.

U. IMPACT FEE AS ADDITIONAL AND SUPPLEMENTAL REGULATION

Impact fees established by this Chapter are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such fee is intended to be consistent with and to further the policies of City's Comprehensive Plan, the impact fee capital improvements plan, the zoning ordinance, subdivision regulations and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

V. RELIEF PROCEDURES

- (1) Any person who has paid an impact fee or an owner of land upon which an impact fee has been paid may petition the City Council to determine whether any duty required by this ordinance has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within sixty (60) days of the request. If the City Council determines that the duty is required pursuant to the ordinance and is late in being performed, it shall cause the duty to commence with sixty (60) days of the date of the request and to continue until completion.
- (2) The City Council may grant a variance or waiver from any requirement of this ordinance, upon written request by a developer or owner of property subject to the ordinance, following a public hearing, and only upon finding that a strict application of such requirement would when regarded as a whole result in confiscation of the property.
- (3) The City Council may grant a waiver from any requirement of this ordinance on other grounds, as may be set forth in administrative guidelines.

- (4) If the City Council grants a variance or waiver to the amount of the impact fee due for a new development under this Section, it shall cause to be appropriated from other City funds the amount of the reduction in the impact fee to the account for the service area in which the property is located.

W. EXEMPTION FROM ORDINANCE

Any building permit application which was duly accepted for filing prior to the effective date of this Chapter and which is subsequently granted, shall be exempt from the assessment and payment of an impact fee, unless such application thereafter expires.

SECTION II: ROADWAY FACILITIES FEES (Reserved)

(Ordinance No. 1972 of August 27, 1992)

SECTION III: WATER FACILITIES FEES

A. WATER SERVICE AREA

- (1) There is hereby established a water benefit area, constituting the Service Area as depicted on Exhibit A, attached hereto and incorporated herein by reference.
- (2) The boundaries of the water benefit area may be amended from time to time and new water benefit areas may be delineated, pursuant to the procedures in Section I, Subsection Q.

B. WATER IMPROVEMENTS PLAN

- (1) The Water Improvements Plan for the Service Area is hereby adopted as Exhibit B, attached hereto and incorporated by reference herein.
- (2) The Water Improvements Plan may be amended from time to time, pursuant to the procedures In Section I, Subsection Q.

C. WATER FACILITIES FEES

- (1) The maximum impact fees per service unit for water facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.

- (2) The impact fees per service unit for water facilities, which are to be paid by each new development, are hereby adopted and incorporated in Exhibit D attached hereto and made a part hereof by reference.
- (3) The impact fees per service unit for water facilities may be amended from time to time, pursuant to the procedures in Section 1, Subsection Q.

(Ordinance No. 2385 of April 22, 1999)

SECTION IV: SEWER FACILITIES FEES

A. SANITARY SEWER SERVICE AREA

- (1) There is hereby established a sanitary sewer benefit area, constituting the Service Area as depicted on Exhibit A, attached hereto and incorporated herein by reference.
- (2) The boundaries of the sanitary sewer benefit area may be amended from time to time, and new sanitary sewer benefit areas may be delineated, pursuant to the procedures in Section I, Subsection Q.

B. SANITARY SEWER IMPROVEMENTS PLAN

- (1) The Sanitary Sewer Improvements Plan for the Service Area is hereby adopted as Exhibit B, attached hereto and incorporated by reference herein.
- (2) The Sanitary Sewer Improvements Plan may be amended from time to time, pursuant to the procedures in Section I, Subsection Q.

C. SANITARY SEWER FACILITIES FEES

- (1) The maximum impact fees per service unit for sanitary sewer facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.
- (2) The impact fees per service unit for sanitary sewer facilities, which are to be paid by each new development, are hereby adopted and incorporated in Exhibit D attached hereto and made a part hereof by reference.
- (3) The impact fees per service unit for sewer facilities may be amended from time to time, pursuant to the procedures in Section I, Subsection Q.

SECTION V: DRAINAGE FACILITIES FEES (Reserved)

(Ordinance No. 1972 of August 27, 1992)

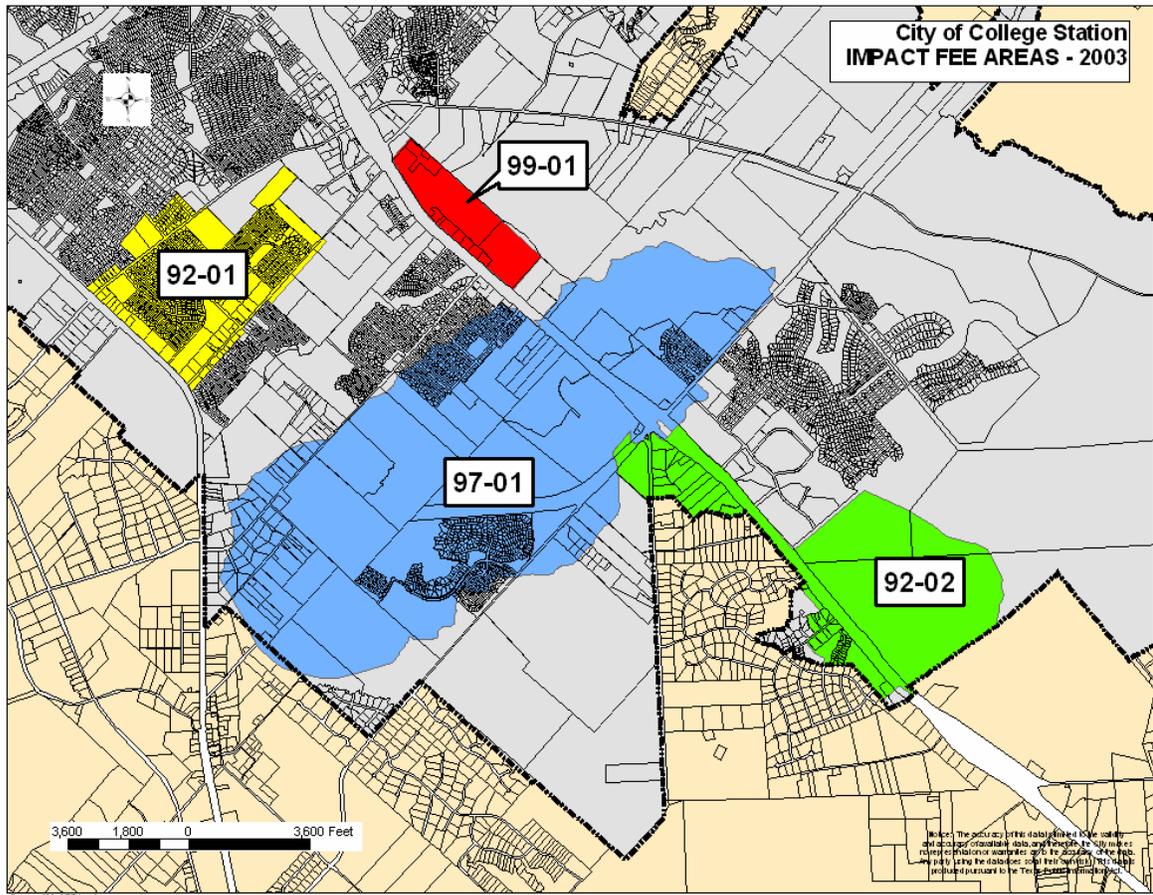
NOTE:

SEE: Resolution No. 12-11-97-6-b approved by Council on December 12, 1997, adopting land use assumptions, capital improvements, and sanitary sewer impact fees for Service Area 97-01 (Pebble Hills/Greens Prairie Road area), page 15-41.

SEE: Resolution No. 12-11-97-6-c approved by Council on December 12, 1997, adopting land use assumption, capital improvements and sanitary sewer impact fees for Service Area 97-02 (Lick Creek/Nantucket area), page 15-60.

SEE: Resolution No. 7-22-99-3.3 approved by Council on April 22, 1999, adopting land use assumption, capital improvements and sanitary sewer impact fees for Service Area 99-01 (along northeastern right-of-way of S.H. 6), page 15- .

EXHIBIT A: LAND USE ASSUMPTIONS



**Table 2-1A (Graham Road Extension)
POPULATION AND LAND USE PROJECTIONS FOR AREA 92-01
CITY OF COLLEGE STATION**

LAND USE	2005		2015		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Floodplain & Streams	9.6	1.90%	9.6	1.90%	9.6	1.90%
Industrial R & D	38.6	7.64%	41.7	8.25%	51.0	10.10%
Institutional	48.6	9.62%	48.6	9.62%	48.6	9.62%
Office	0.0	0.00%	1.3	0.26%	5.3	1.05%
Park	37.8	7.49%	37.8	7.49%	37.8	7.49%
Residential Attached	42.8	8.48%	42.8	8.48%	42.8	8.48%
Retail Neighborhood	0.0	0.00%	0.0	0.00%	0.0	0.00%
Retail Regional	31.5	6.24%	31.5	6.24%	31.5	6.24%
Rural	35.8	7.09%	27.0	5.34%	0.0	0.00%
Single Family Residential High Density	0.0	0.00%	0.0	0.00%	0.0	0.00%
Single Family Residential Low Density	57.0	11.29%	82.7	16.37%	160.9	31.86%
Single Family Residential Medium Density	117.5	23.27%	117.5	23.27%	117.5	23.27%
Transitional	0.0	0.00%	0.0	0.00%	0.0	0.00%
Subtotal Land Uses (a)	419.2	83.01%	440.4	87.21%	505.0	100.00%
TOTAL GROSS ACRES	505.0	100.00%	505.0	100.00%	505.0	100.00%
Population	3,046		3,406		4,502	
Population per Urban Acres	7.27		7.73		8.92	
Population per Total Acres	6.03		6.74		8.92	

**Table 2-1B (Spring Creek Sewer)
POPULATION AND LAND USE PROJECTIONS FOR AREA 97-01
CITY OF COLLEGE STATION**

LAND USE	2005		2015		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Floodplain & Streams	15.6	0.65%	281.5	11.74%	281.5	11.74%
Industrial R & D	0.0	0.00%	205.2	8.56%	205.2	8.56%
Institutional	11.6	0.48%	77.9	3.25%	77.9	3.25%
Office	0.0	0.00%	6.9	0.29%	6.9	0.29%
Park	29.8	1.24%	29.8	1.24%	29.8	1.24%
Residential Attached	0.0	0.00%	28.4	1.18%	28.4	1.18%
Retail Neighborhood	0.0	0.00%	10.5	0.44%	10.5	0.44%
Retail Regional	5.2	0.22%	208.7	8.71%	208.7	8.71%
Rural	1,477.3	61.63%	111.8	4.66%	111.8	4.66%
Single Family Residential High Density	0.0	0.00%	35.8	1.49%	35.8	1.49%
Single Family Residential Low Density	330.4	13.78%	1,055.9	44.05%	1,055.9	44.05%
Single Family Residential Medium Density	318.9	13.30%	318.9	13.30%	318.9	13.30%
Transitional	0.0	0.00%	0.0	0.00%	0.0	0.00%
Subtotal Land Uses (a)	2,188.8	91.31%	2,371.3	98.93%	2371.3	98.93%
TOTAL GROSS ACRES	2,397.0	100.00%	2,397.0	100.00%	2,397.0	100.00%
Population	2,504		9,209		9,209	
Population per Urban Acres	1.14		3.88		3.88	
Population per Total Acres	1.04		3.84		3.84	

**Table 2-1C (Alum Creek Sewer Line)
POPULATION AND LAND USE PROJECTIONS FOR AREA 97-02B
CITY OF COLLEGE STATION**

LAND USE	2005		2015		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Floodplain & Streams	0.0	0.00%	114.8	15.27%	114.8	15.27%
Industrial R & D	2.4	0.32%	115.2	15.32%	115.2	15.32%
Institutional	11.6	1.54%	30.6	4.07%	30.6	4.07%
Office	0.0	0.00%	0.0	0.00%	0.0	0.00%
Park	0.1	0.01%	6.6	0.88%	6.6	0.88%
Residential Attached	0.0	0.00%	45.0	5.98%	45.0	5.98%
Retail Neighborhood	0.0	0.00%	0.0	0.00%	0.0	0.00%
Retail Regional	8.9	1.18%	168.4	22.39%	168.4	22.39%
Rural	538.2	71.57%	0.0	0.00%	0.0	0.00%
Single Family Residential High Density	0.0	0.00%	89.1	11.85%	89.1	11.85%
Single Family Residential Low Density	96.0	12.77%	96.0	12.77%	96.0	12.77%
Single Family Residential Medium Density	5.3	0.70%	81.4	10.82%	81.4	10.82%
Transitional	0.0	0.00%	0.0	0.00%	0.0	0.00%
Subtotal Land Uses (a)	662.5	88.10%	747.1	99.35%	747.1	99.35%
TOTAL GROSS ACRES	752.0	100.00%	752.0	100.00%	752.0	100.00%
Population	43		500		500	
Population per Urban Acres	0.06		0.67		0.67	
Population per Total Acres	0.06		0.66		0.66	

**Table 2-1D (Harley Water Line)
POPULATION AND LAND USE PROJECTIONS FOR AREA 99-01
CITY OF COLLEGE STATION**

LAND USE	2005		2015		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Floodplain & Streams	0.0	0.00%	57.9	37.35%	57.9	37.35%
Industrial R & D	0.0	0.00%	0.0	0.00%	0.0	0.00%
Institutional	0.0	0.00%	0.0	0.00%	0.0	0.00%
Office	0.0	0.00%	0.0	0.00%	0.0	0.00%
Park	0.0	0.00%	21.2	13.68%	21.2	13.68%
Residential Attached	0.0	0.00%	8.7	5.61%	8.7	5.61%
Retail Neighborhood	0.0	0.00%	0.0	0.00%	0.0	0.00%
Retail Regional	9.1	5.87%	43.9	28.32%	43.9	28.32%
Rural	132.7	85.61%	0.0	0.00%	0.0	0.00%
Single Family Residential High Density	0.0	0.00%	0.0	0.00%	0.0	0.00%
Single Family Residential Low Density	13.2	8.52%	21.4	13.81%	21.4	13.81%
Single Family Residential Medium Density	0.0	0.00%	0.0	0.00%	0.0	0.00%
Transitional	0.0	0.00%	0.0	0.00%	0.0	0.00%
Subtotal Land Uses (a)	155.0	100.00%	153.1	98.77%	153.1	98.77%
TOTAL GROSS ACRES	155.0	100.00%	155.0	100.00%	155.0	100.00%
Population	12		106		106	
Population per Urban Acres	0.08		0.69		0.69	
Population per Total Acres	0.08		0.68		0.68	

EXHIBIT B: CAPITAL IMPROVEMENTS PROGRAMS

**Table 2-2
CAPACITY DEMAND FOR EACH NEW LUE
CITY OF COLLEGE STATION**

AREA	BASIS	CAPACITY PER LUE FOR WATER/SEWER LINES
Area 92-01 Graham Road Sewer Line Extension	Peak Day	1,068 gallons daily
Area 97-01 Spring Creek Sewer Line	Peak Day	1,068 gallons daily
Area 97-02B Alum Creek Sewer Line	Peak Day	1,068 gallons daily
Area 99-01 Harley Water Line	Peak Day	668 gallons daily

SOURCE: College Station City Staff.

**Table 2-3
CONVERSION OF LAND USES TO LIVING UNITS EQUIVALENT
CITY OF COLLEGE STATION**

LAND USE	LUEs PER ACRE (a)	
	Water	Sewer
Floodplain & Streams	1.00	1.00
Industrial R & D	1.87	1.62
Institutional	2.33	2.10
Office	3.01	2.87
Park	1.00	1.00
Residential Attached	13.60	13.60
Retail Neighborhood	4.55	3.77
Retail Regional	5.55	4.07
Rural	0.00	0.00
Single Family Residential High Density	13.00	13.00
Single Family Residential Low Density	0.40	0.40
Single Family Residential Medium Density	4.50	4.50
Transitional	0.00	0.00

(a) Source: City of College Station, 2_13_08 Densities _ Update Report_Impact Fees.DOC.

**Table 2-4
LUE EQUIVALENCIES FOR VARIOUS TYPES
AND SIZES OF WATER METERS**

METER TYPE	METER SIZE	CONTINUOUS DUTY MAXIMUM RATE (gpm)	RATIO TO 5/8" METER
SIMPLE	5/8" x 3/4"	10	1.000
SIMPLE	3/4"	15	1.500
SIMPLE	1"	25	2.500
SIMPLE	1_1/2"	50	5.000
SIMPLE	2"	80	8.000
COMPOUND	2"	80	8.000
TURBINE	2"	100	10.000
COMPOUND	3"	160	16.000
TURBINE	3"	240	24.000
COMPOUND	4"	250	25.000
TURBINE	4"	420	42.000
COMPOUND	6"	500	50.000
TURBINE	6"	920	92.000
COMPOUND	8"	800	80.000
TURBINE	8"	1600	160.000
COMPOUND	10"	1150	115.000
TURBINE	10"	2500	250.000
TURBINE	12"	3300	330.000

**Table 2-5A (Graham Road Extension)
ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 92-01
CITY OF COLLEGE STATION**

LAND USE	LUEs PER ACRE (a)	ESTIMATED LUEs			
		2002 (a)	2005	2015	Buildout
Floodplain & Streams	1.00	0	10	10	10
Industrial R & D	1.62	400	63	67	83
Institutional	2.10	70	102	102	102
Office	2.87	0	0	4	15
Park	1.00	0	38	38	38
Residential Attached	13.60	0	582	582	582
Retail Neighborhood	3.77	0	0	0	0
Retail Regional	4.07	0	128	128	128
Rural	0.00	0	0	0	0
Single Family Residential High Density	13.00	0	0	0	0
Single Family Residential Low Density	0.40	200	23	33	64
Single Family Residential Medium Density	4.50	0	529	529	529
Transitional	0.00	0	0	0	0
Totals		670	1,475	1,493	1,551
Population per LUE			2.07	2.28	2.90

**Table 2-5B (Spring Creek Sewer)
ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 97-01
CITY OF COLLEGE STATION**

LAND USE	LUEs PER ACRE (a)	ESTIMATED LUEs			
		1997 (a)	2005	2015	Buildout
Floodplain & Streams	1.00	0	16	282	282
Industrial R & D	1.62	0	0	332	332
Institutional	2.10	27	24	164	164
Office	2.87	0	0	20	20
Park	1.00	43	30	30	30
Residential Attached	13.60	0	0	386	386
Retail Neighborhood	3.77	6	0	40	40
Retail Regional	4.07	0	21	849	849
Rural	0.00	0	0	0	0
Single Family Residential High Density	13.00	0	0	465	465
Single Family Residential Low Density	0.40	12	132	422	422
Single Family Residential Medium Density	4.50	227	1,435	1,435	1,435
Transitional	0.00	0	0	0	0
Totals		315	1,658	4,425	4,425
Population per LUE			1.51	2.08	2.08

**Table 2-5C (Alum Creek Sewer Line)
ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 97-02B
CITY OF COLLEGE STATION**

LAND USE	LUEs PER ACRE (a)	ESTIMATED LUEs			
		1997 (a)	2005	2015	Buildout
Floodplain & Streams	1.00	69	0	115	115
Industrial R & D	1.62	0	4	187	187
Institutional	2.10	42	24	64	64
Office	2.87	0	0	0	0
Park	1.00	0	0	7	7
Residential Attached	13.60	0	0	612	612
Retail Neighborhood	3.77	0	0	0	0
Retail Regional	4.07	12	36	685	685
Rural	0.00	0	0	0	0
Single Family Residential High Density	13.00	0	0	1,158	1,158
Single Family Residential Low Density	0.40	14	38	38	38
Single Family Residential Medium Density	4.50	28	24	366	366
Transitional	0.00	0	0	0	0
Totals		165	126	3,232	3,232
Population per LUE			.34	.15	.15

**Table 2-5D (Harley Water Line)
ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 99-01
CITY OF COLLEGE STATION**

LAND USE	LUEs PER ACRE (a)	ESTIMATED LUEs			
		1999 (a)	2005	2015	Buildout
Floodplain & Streams	1.00	0	0	58	58
Industrial R & D	1.87	0	0	0	0
Institutional	2.33	0	0	0	0
Office	3.01	0	0	0	0
Park	1.00	0	0	21	21
Residential Attached	13.60	0	0	118	118
Retail Neighborhood	4.55	0	0	0	0
Retail Regional	5.55	12	51	244	244
Rural	0.00	0	0	0	0
Single Family Residential High Density	13.00	0	0	0	0
Single Family Residential Low Density	0.40	5	5	9	9
Single Family Residential Medium Density	4.50	0	0	0	0
Transitional	0.00	0	0	0	0
Totals		17	56	450	450
Population per LUE			.21	.24	.24

**TABLE 2-6A (Graham Road Extension)
CIP INVENTORY AND COSTING FOR AREA 92-01
CITY OF COLLEGE STATION**

FACILITY TYPE / NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2005-2015	
		TOTAL	CURRENT CUSTOMERS	2005-2015 GROWTH	POST-2015 GROWTH	CAPITAL COST	COST PER LUE
MAJOR COLLECTION LINES							
EXISTING FACILITIES							
		%					
Phase I	\$372,994	100.00%	96.98%	0.72%	2.30%	\$2,667	
Phase II	\$46,735	100.00%	100.00%	0.00%	0.00%	\$0	
Phase III	\$53,789	100.00%	91.37%	2.04%	6.58%	\$1,099	
Subtotal Existing Facilities	\$473,519	100.00%	96.64%	0.80%	2.56%	\$3,766	
FUTURE FACILITIES							
		%					
None							
Subtotal Future Facilities	\$0	0.00%	0.00%	0.00%	0.00%	\$0	
TOTAL COLLECTION LINES	\$473,519	100.00%	96.64%	0.80%	2.56%	\$3,766	\$209.24
CONSTRUCTION COST TOTAL	\$473,519						\$209.24



**TABLE 2-6B (Spring Creek Sewer)
CIP INVENTORY AND COSTING FOR AREA 97-01
CITY OF COLLEGE STATION**

FACILITY TYPE / NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2005-2015	
		TOTAL	CURRENT CUSTOMERS	2005-2015 GROWTH	POST-2015 GROWTH	CAPITAL COST	COST PER LUE
MAJOR COLLECTION LINES							
EXISTING FACILITIES							
		%					
Phase I	\$631,215	100.00%	79.80%	20.20%	0.00%	\$127,493	
Phase II	\$813,752	100.00%	49.50%	50.50%	0.00%	\$410,905	
<i>Subtotal Existing Facilities</i>	<i>\$1,444,967</i>	<i>100.00%</i>	<i>62.74%</i>	<i>37.26%</i>	<i>0.00%</i>	<i>\$538,398</i>	
FUTURE FACILITIES							
		%					
None							
<i>Subtotal Future Facilities</i>	<i>\$0</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>\$0</i>	
TOTAL COLLECTION LINES	\$1,444,967	100.00%	62.74%	37.26%	0.00%	\$538,398	\$194.58
CONSTRUCTION COST TOTAL	\$1,444,967					\$538,398	\$194.58



TABLE 2-6C (Alum Creek Sewer Line)
 CIP INVENTORY AND COSTING FOR AREA 97-02B
 CITY OF COLLEGE STATION

FACILITY TYPE / NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2005-2015	
		TOTAL	CURRENT CUSTOMERS	2005-2015 GROWTH	POST-2015 GROWTH	CAPITAL COST	COST PER LUE
MAJOR COLLECTION LINES							
EXISTING FACILITIES							
Phase I	\$214,271	100.00%	3.90%	96.10%	0.00%	\$205,917	
Subtotal Existing Facilities	\$214,271	100.00%	3.90%	96.10%	0.00%	\$205,917	
FUTURE FACILITIES							
None							
Subtotal Future Facilities	\$0	0.00%	0.00%	0.00%	0.00%	\$0	
TOTAL COLLECTION LINES	\$214,271	100.00%	3.90%	96.10%	0.00%	\$205,917	\$66.30
CONSTRUCTION COST TOTAL	\$214,271					\$205,917	\$66.30



TABLE 2-6D (Harley Water Line)
 CIP INVENTORY AND COSTING FOR AREA 99-01
 CITY OF COLLEGE STATION

FACILITY TYPE / NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2005-2015	
		TOTAL	CURRENT CUSTOMERS	2005-2015 GROWTH	POST-2015 GROWTH	CAPITAL COST	COST PER LUE
MAJOR TRANSMISSION LINES							
EXISTING FACILITIES							
Phase I	\$342,978	100.00%	12.44%	87.56%	0.00%	\$300,296	
<i>Subtotal Existing Facilities</i>	\$342,978	100.00%	12.44%	87.56%	0.00%	\$300,296	
FUTURE FACILITIES							
None							
<i>Subtotal Future Facilities</i>	\$0	0.00%	0.00%	0.00%	0.00%	\$0	
TOTAL TRANSMISSION LINES	\$342,978	100.00%	12.44%	87.56%	0.00%	\$300,296	\$762.17
CONSTRUCTION COST TOTAL	\$342,978					\$300,296	\$762.17



**Table 2-7
SUMMARY OF CAPITAL COSTS**

UTILITY	AREA	FACILITY TYPE	COST/LUE*
WASTEWATER	92-01	Major Collection	\$209.24
		Study Costs	\$169.44
TOTAL CAPITAL COSTS			\$378.68
WASTEWATER	97-01	Major Collection	\$194.58
		Study Costs	\$1.10
TOTAL CAPITAL COSTS			\$195.68
WASTEWATER	97-02B	Major Collection	\$66.30
		Study Costs	\$0.98
TOTAL CAPITAL COSTS			\$67.28
WATER	99-01	Major Transmission	\$672.17
		Study Costs	\$7.74
TOTAL CAPITAL COSTS			\$679.91

* An LUE is equal to use by a typical household with a 5/8" water meter.

**TABLE 3-1A (Graham Road Extension)
 CATEGORIZATION OF UTILITY DEBT FOR AREA 92-01
 CITY OF COLLEGE STATION**

FACILITY TYPE / NAME	BOND ISSUE			FACILITY CAPACITY		OUTSTANDING DEBT
	DATE	TOTAL ISSUE	REMAINING PRINCIPAL	TOTAL	FOR CURRENT CUSTOMERS	PRINCIPAL PER CURRENT CUSTOMER
<u>MAJOR COLLECTION</u>						
Phase I	1993	\$196,927	\$75,272	100.00%	96.98%	\$49.50
Phase II	1993	\$24,674	\$9,431	100.00%	100.00%	\$6.39
Phase III	1993	\$28,399	\$10,855	100.00%	91.37%	\$6.72
<i>Subtotal Wastewater Collection</i>		<i>\$250,000</i>	<i>\$95,558</i>			<i>\$62.61</i>
<i>OUTSTANDING DEBT TOTAL</i>		<i>\$250,000</i>	<i>\$95,558</i>			<i>\$62.61</i>

**TABLE 3-1B (Spring Creek Sewer)
 CATEGORIZATION OF UTILITY DEBT FOR AREA 97-01
 CITY OF COLLEGE STATION**

FACILITY TYPE / NAME	BOND ISSUE			FACILITY CAPACITY		OUTSTANDING DEBT
	DATE	TOTAL ISSUE	REMAINING PRINCIPAL	TOTAL	FOR CURRENT CUSTOMERS	PRINCIPAL PER CURRENT CUSTOMER
<u>MAJOR COLLECTION</u>						
Phase I	1998	\$314,523	\$236,285	100.00%	79.80%	\$127.84
Phase II	1998	\$405,477	\$304,616	100.00%	49.50%	\$90.95
<i>Subtotal Wastewater Collection</i>		<i>\$720,000</i>	<i>\$540,901</i>			<i>\$218.79</i>
OUTSTANDING DEBT TOTAL		\$720,000	\$540,901			\$218.79

**TABLE 3-1C (Alum Creek Sewer Line)
 CATEGORIZATION OF UTILITY DEBT FOR AREA 97-02B
 CITY OF COLLEGE STATION**

FACILITY TYPE / NAME	BOND ISSUE			FACILITY CAPACITY		OUTSTANDING DEBT
	DATE	TOTAL ISSUE	REMAINING PRINCIPAL	TOTAL	FOR CURRENT CUSTOMERS	PRINCIPAL PER CURRENT CUSTOMER
<u>MAJOR COLLECTION</u>						
Phase I	1998	\$396,000	\$297,496	100.00%	3.90%	\$7.86
<i>Subtotal Wastewater Collection</i>		<i>\$396,000</i>	<i>\$297,496</i>			<i>\$7.86</i>
OUTSTANDING DEBT TOTAL		\$396,000	\$297,496			\$7.86

**TABLE 3-2A (Graham Road Extension)
 DERIVATION OF MAXIMUM IMPACT FEES FOR AREA 92-01
 THROUGH THE EQUITY RESIDUAL MODEL
 CITY OF COLLEGE STATION**

UTILITY / FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATIVE ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$209.24	\$62.61	\$104.62	\$146.63	\$104.62	\$146.63
CIP/Study Costs	\$169.44	\$0.00	\$84.72	\$169.44	\$84.72	\$169.44
<i>Subtotal Wastewater</i>	\$378.68	\$62.61	\$189.34	\$316.07	\$189.34	\$316.07
TOTALS	\$378.68	\$62.61	\$189.34	\$316.07	\$189.34	\$316.07

**TABLE 3-2B (Spring Creek Sewer)
 DERIVATION OF MAXIMUM IMPACT FEES FOR AREA 97-01
 THROUGH THE EQUITY RESIDUAL MODEL
 CITY OF COLLEGE STATION**

UTILITY / FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATIVE ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$194.58	\$218.79	\$97.29	(\$24.21)	\$97.29	\$97.29
CIP/Study Costs	\$1.10	\$0.00	\$0.55	\$1.10	\$0.55	\$1.10
<i>Subtotal Wastewater</i>	\$195.68	\$218.79	\$97.84	(\$23.11)	\$97.84	\$98.39
TOTALS	\$195.68	\$218.79	\$97.84	(\$23.11)	\$97.84	\$98.39

**TABLE 3-2C (Alum Creek Sewer Line)
 DERIVATION OF MAXIMUM IMPACT FEES FOR AREA 97-02B
 THROUGH THE EQUITY RESIDUAL MODEL
 CITY OF COLLEGE STATION**

UTILITY / FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATIVE ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$66.30	\$7.86	\$33.15	\$58.44	\$33.15	\$58.44
CIP/Study Costs	\$0.98	\$0.00	\$0.49	\$0.98	\$0.49	\$0.98
<i>Subtotal Wastewater</i>	\$67.28	\$7.86	\$33.64	\$59.42	\$33.64	\$59.42
TOTALS	\$67.28	\$7.86	\$33.64	\$59.42	\$33.64	\$59.42

**TABLE 3-2D (Harley Water Line)
 DERIVATION OF MAXIMUM IMPACT FEES FOR AREA 99-01
 THROUGH THE EQUITY RESIDUAL MODEL
 CITY OF COLLEGE STATION**

UTILITY / FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATIVE ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$762.17	\$0.00	\$381.09	\$762.17	\$381.09	\$762.17
CIP/Study Costs	\$7.74	\$0.00	\$3.87	\$7.74	\$3.87	\$7.74
<i>Subtotal Wastewater</i>	\$769.91	\$0.00	\$384.96	\$769.91	\$384.96	\$769.91
TOTALS	\$769.91	\$0.00	\$384.96	\$769.91	\$384.96	\$769.91

EXHIBIT C: MAXIMUM IMPACT FEES

**TABLE 6_3A (Graham Road Extension)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 92-01, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$316.07
SIMPLE	3/4"	1.500	\$474.11
SIMPLE	1"	2.500	\$123.80
SIMPLE	1_1/2"	5.000	\$1,580.35
SIMPLE	2"	8.000	\$2,528.56
COMPOUND	2"	8.000	\$2,528.56
TURBINE	2"	10.000	\$3,160.70
COMPOUND	3"	16.000	\$5,057.12
TURBINE	3"	24.000	\$7,585.68
COMPOUND	4"	25.000	\$7,901.75
TURBINE	4"	42.000	\$13,274.94
COMPOUND	6"	50.000	\$15,803.50
TURBINE	6"	92.000	\$29,078.44
COMPOUND	8"	80.000	\$25,285.60
TURBINE	8"	160.000	\$50,571.20
COMPOUND	10"	115.000	\$36,348.05
TURBINE	10"	250.000	\$79,017.50
TURBINE	12"	330.000	\$104,303.10

**TABLE 6_3B (Spring Creek Sewer)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 97-01, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$98.39
SIMPLE	3/4"	1.500	\$147.59
SIMPLE	1"	2.500	\$245.98
SIMPLE	1_1/2"	5.000	\$491.95
SIMPLE	2"	8.000	\$787.12
COMPOUND	2"	8.000	\$787.12
TURBINE	2"	10.000	\$983.90
COMPOUND	3"	16.000	\$1,574.24
TURBINE	3"	24.000	\$2,361.36
COMPOUND	4"	25.000	\$2,459.75
TURBINE	4"	42.000	\$4,132.38
COMPOUND	6"	50.000	\$4,919.50
TURBINE	6"	92.000	\$9,051.88
COMPOUND	8"	80.000	\$7,871.20
TURBINE	8"	160.000	\$15,742.40
COMPOUND	10"	115.000	\$11,314.85
TURBINE	10"	250.000	\$24,597.50
TURBINE	12"	330.000	\$32,468.70

**TABLE 6_3C (Alum Creek Sewer Line)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 97-02B, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$59.42
SIMPLE	3/4"	1.500	\$65.73
SIMPLE	1"	2.500	\$148.55
SIMPLE	1_1/2"	5.000	\$297.10
SIMPLE	2"	8.000	\$475.36
COMPOUND	2"	8.000	\$475.36
TURBINE	2"	10.000	\$594.20
COMPOUND	3"	16.000	\$950.72
TURBINE	3"	24.000	\$1,426.08
COMPOUND	4"	25.000	\$1,485.50
TURBINE	4"	42.000	\$2,495.64
COMPOUND	6"	50.000	\$2,971.00
TURBINE	6"	92.000	\$5,466.64
COMPOUND	8"	80.000	\$4,753.60
TURBINE	8"	160.000	\$9,507.20
COMPOUND	10"	115.000	\$6,833.30
TURBINE	10"	250.000	\$14,855.00
TURBINE	12"	330.000	\$19,608.60

**TABLE 6_3D (Harley Water Line)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 92-01, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$769.91
SIMPLE	3/4"	1.500	\$1,154.87
SIMPLE	1"	2.500	\$1,924.78
SIMPLE	1_1/2"	5.000	\$3,849.55
SIMPLE	2"	8.000	\$6,159.28
COMPOUND	2"	8.000	\$6,159.28
TURBINE	2"	10.000	\$7,699.10
COMPOUND	3"	16.000	\$12,318.56
TURBINE	3"	24.000	\$18,477.84
COMPOUND	4"	25.000	\$19,247.75
TURBINE	4"	42.000	\$32,336.22
COMPOUND	6"	50.000	\$38,495.50
TURBINE	6"	92.000	\$70,831.72
COMPOUND	8"	80.000	\$61,592.80
TURBINE	8"	160.000	\$123,185.60
COMPOUND	10"	115.000	\$88,539.65
TURBINE	10"	250.000	\$192,477.50
TURBINE	12"	330.000	\$254,070.30

EXHIBIT D: IMPACT FEES CHARGED

**TABLE 6_3A (Graham Road Extension)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 92-01, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$316.07
SIMPLE	3/4"	1.500	\$474.11
SIMPLE	1"	2.500	\$123.80
SIMPLE	1_1/2"	5.000	\$1,580.35
SIMPLE	2"	8.000	\$2,528.56
COMPOUND	2"	8.000	\$2,528.56
TURBINE	2"	10.000	\$3,160.70
COMPOUND	3"	16.000	\$5,057.12
TURBINE	3"	24.000	\$7,585.68
COMPOUND	4"	25.000	\$7,901.75
TURBINE	4"	42.000	\$13,274.94
COMPOUND	6"	50.000	\$15,803.50
TURBINE	6"	92.000	\$29,078.44
COMPOUND	8"	80.000	\$25,285.60
TURBINE	8"	160.000	\$50,571.20
COMPOUND	10"	115.000	\$36,348.05
TURBINE	10"	250.000	\$79,017.50
TURBINE	12"	330.000	\$104,303.10

**TABLE 6_3B (Spring Creek Sewer)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 97-01, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$98.39
SIMPLE	3/4"	1.500	\$147.59
SIMPLE	1"	2.500	\$245.98
SIMPLE	1_1/2"	5.000	\$491.95
SIMPLE	2"	8.000	\$787.12
COMPOUND	2"	8.000	\$787.12
TURBINE	2"	10.000	\$983.90
COMPOUND	3"	16.000	\$1,574.24
TURBINE	3"	24.000	\$2,361.36
COMPOUND	4"	25.000	\$2,459.75
TURBINE	4"	42.000	\$4,132.38
COMPOUND	6"	50.000	\$4,919.50
TURBINE	6"	92.000	\$9,051.88
COMPOUND	8"	80.000	\$7,871.20
TURBINE	8"	160.000	\$15,742.40
COMPOUND	10"	115.000	\$11,314.85
TURBINE	10"	250.000	\$24,597.50
TURBINE	12"	330.000	\$32,468.70

**TABLE 6_3C (Alum Creek Sewer Line)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 97-02B, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$59.42
SIMPLE	3/4"	1.500	\$65.73
SIMPLE	1"	2.500	\$148.55
SIMPLE	1_1/2"	5.000	\$297.10
SIMPLE	2"	8.000	\$475.36
COMPOUND	2"	8.000	\$475.36
TURBINE	2"	10.000	\$594.20
COMPOUND	3"	16.000	\$950.72
TURBINE	3"	24.000	\$1,426.08
COMPOUND	4"	25.000	\$1,485.50
TURBINE	4"	42.000	\$2,495.64
COMPOUND	6"	50.000	\$2,971.00
TURBINE	6"	92.000	\$5,466.64
COMPOUND	8"	80.000	\$4,753.60
TURBINE	8"	160.000	\$9,507.20
COMPOUND	10"	115.000	\$6,833.30
TURBINE	10"	250.000	\$14,855.00
TURBINE	12"	330.000	\$19,608.60

**TABLE 6_3D (Harley Water Line)
 MAXIMUM IMPACT FEES FOR VARIOUS WATER METER SIZES
 AREA 92-01, CITY OF COLLEGE STATION**

METER TYPE	METER SIZE	MULTIPLIER	MAXIMUM IMPACT FEE
SIMPLE	5/8" x 3/4"	1.000	\$769.91
SIMPLE	3/4"	1.500	\$1,154.87
SIMPLE	1"	2.500	\$1,924.78
SIMPLE	1_1/2"	5.000	\$3,849.55
SIMPLE	2"	8.000	\$6,159.28
COMPOUND	2"	8.000	\$6,159.28
TURBINE	2"	10.000	\$7,699.10
COMPOUND	3"	16.000	\$12,318.56
TURBINE	3"	24.000	\$18,477.84
COMPOUND	4"	25.000	\$19,247.75
TURBINE	4"	42.000	\$32,336.22
COMPOUND	6"	50.000	\$38,495.50
TURBINE	6"	92.000	\$70,831.72
COMPOUND	8"	80.000	\$61,592.80
TURBINE	8"	160.000	\$123,185.60
COMPOUND	10"	115.000	\$88,539.65
TURBINE	10"	250.000	\$192,477.50
TURBINE	12"	330.000	\$254,070.30

March 27, 2008
Regular Agenda Item 5
305 Holleman Drive East – Public Sanitary Sewer Easement Abandonment

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.35 acre of public sanitary sewer easement, which is located on Lot One, Block One of River Oaks Subdivision according to the plat recorded in Volume 8194, Page 181 of the Deed Records of Brazos County, Texas.

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

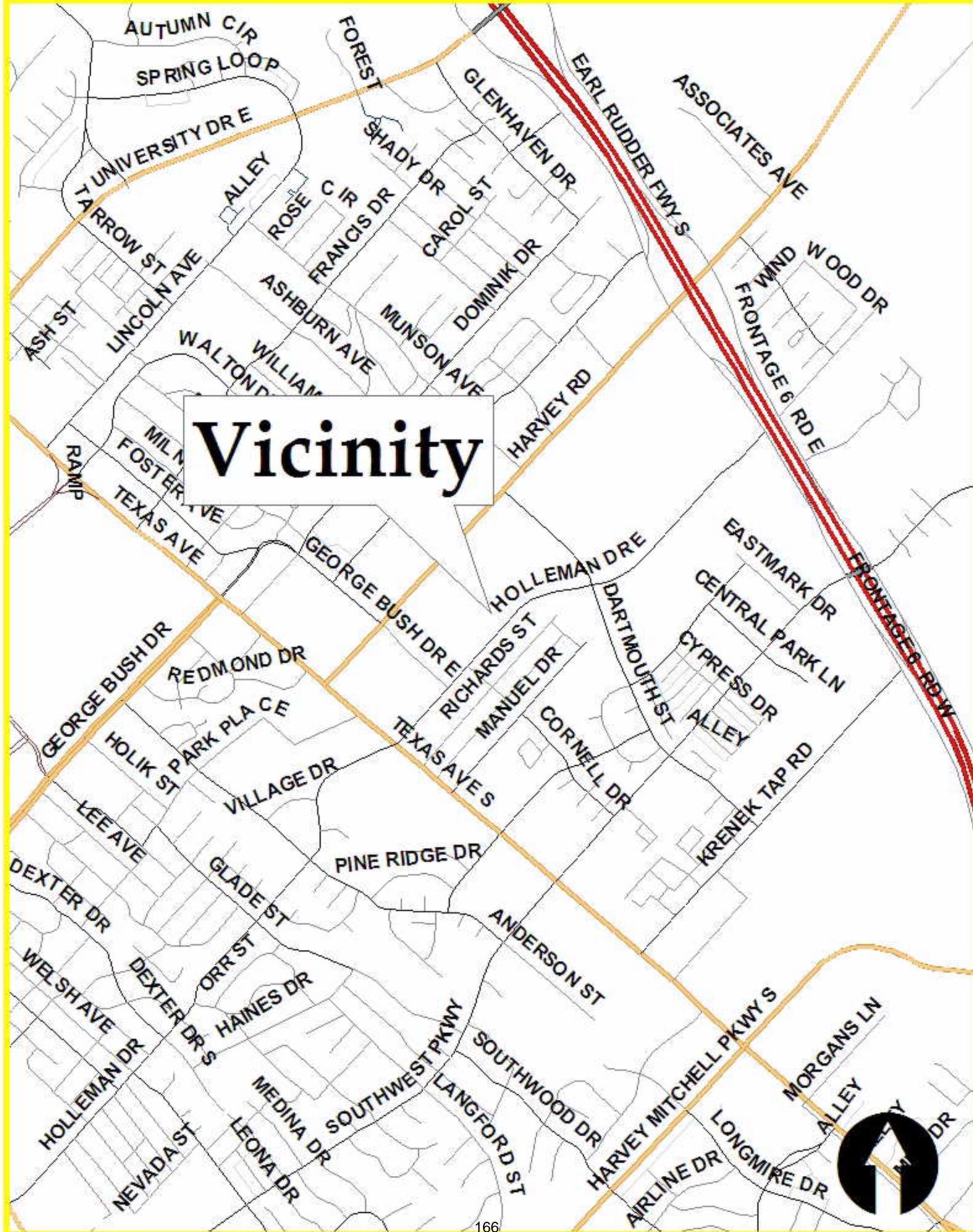
Summary: The easement proposed to be abandoned is a 0.35 acre public sanitary sewer easement, which is located on Lot One, Block One of River Oaks Subdivision. There is currently no public infrastructure in this easement to be abandoned, as this development has constructed a re-routed alignment of this sanitary line. The re-alignment construction was complete and accepted December 21, 2007, and the referenced plat dedicated a separate Public Utility Easement for the sewer re-alignment.

Budget & Financial Summary: N/A

Attachments:

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 - Ordinance
3. Exhibit 3 - Ordinance Exhibit "A"
4. Exhibit 4 - Application for Abandonment

Vicinity



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.35 ACRE PORTION OF THE TWENTY FOOT PUBLIC SANITARY SEWER EASEMENT, SAID PORTION LYING ALONG LOT 1, BLOCK 1, OF THE RIVER OAKS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 8194, PAGE 181 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 Width Public Sanitary Sewer Easement, said portion lying along Lot 1, Block 1, of the River Oaks Subdivision, according to the plat recorded in Volume 8194, Page 181, 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.

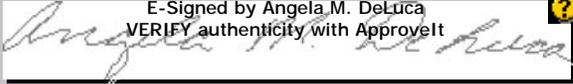
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

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

City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
0.35 ACRE TRACT
PORTION OF LOT 1, BLOCK 1
RIVER OAKS SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 1, BLOCK 1, RIVER OAKS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 8194, PAGE 181 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND MARKING AN INTERIOR WEST CORNER OF SAID LOT 1 AND THE NORTH CORNER OF A CALLED 8.21 ACRE TRACT AS DESCRIBED BY A DEED TO ROSE-ARBORS, L.P. RECORDED IN VOLUME 3780, PAGE 244 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 08' 02" W ALONG THE COMMON LINE OF SAID LOT 1 AND SAID 8.21 ACRE TRACT FOR A DISTANCE OF 44.99 FEET TO A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF SAID 8.21 ACRE TRACT MARKING THE EAST CORNER OF THE REMAINDER OF A CALLED 12.18 ACRE TRACT AS DESCRIBED BY A DEED TO LACOUR INVESTMENTS RECORDED IN VOLUME 398, PAGE 768 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 49° 37' 16" W ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REMAINDER OF 12.18 ACRE TRACT FOR A DISTANCE OF 8.53 FEET TO A POINT;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

N 50° 49' 02" E FOR A DISTANCE OF 325.13 FEET TO A POINT;

S 80° 29' 30" E FOR A DISTANCE OF 491.04 FEET TO A POINT ON THE NORTHWEST LINE OF HOLLEMAN DRIVE (VARIABLE WIDTH R.O.W.), SAID POINT BEING IN A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 1045.00 FEET;

THENCE: ALONG THE NORTHWEST LINE OF HOLLEMAN DRIVE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 22' 54" FOR AN ARC DISTANCE OF 25.20 FEET (CHORD BEARS: S 46° 59' 07" W – 25.20 FEET) TO A POINT;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

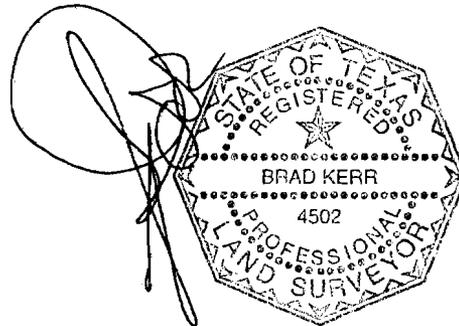
N 80° 29' 30" W FOR A DISTANCE OF 466.66 FEET TO A POINT;

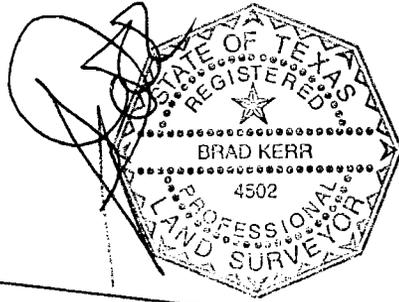
S 50° 49' 02" W FOR A DISTANCE OF 266.72 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 1 AND SAID 8.21 ACRE TRACT;

THENCE: N 49° 28' 20" W ALONG THE COMMON LINE OF SAID LOT 1 AND SAID 8.21 ACRE TRACT FOR A DISTANCE OF 18.70 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.35 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/08-105.MAB

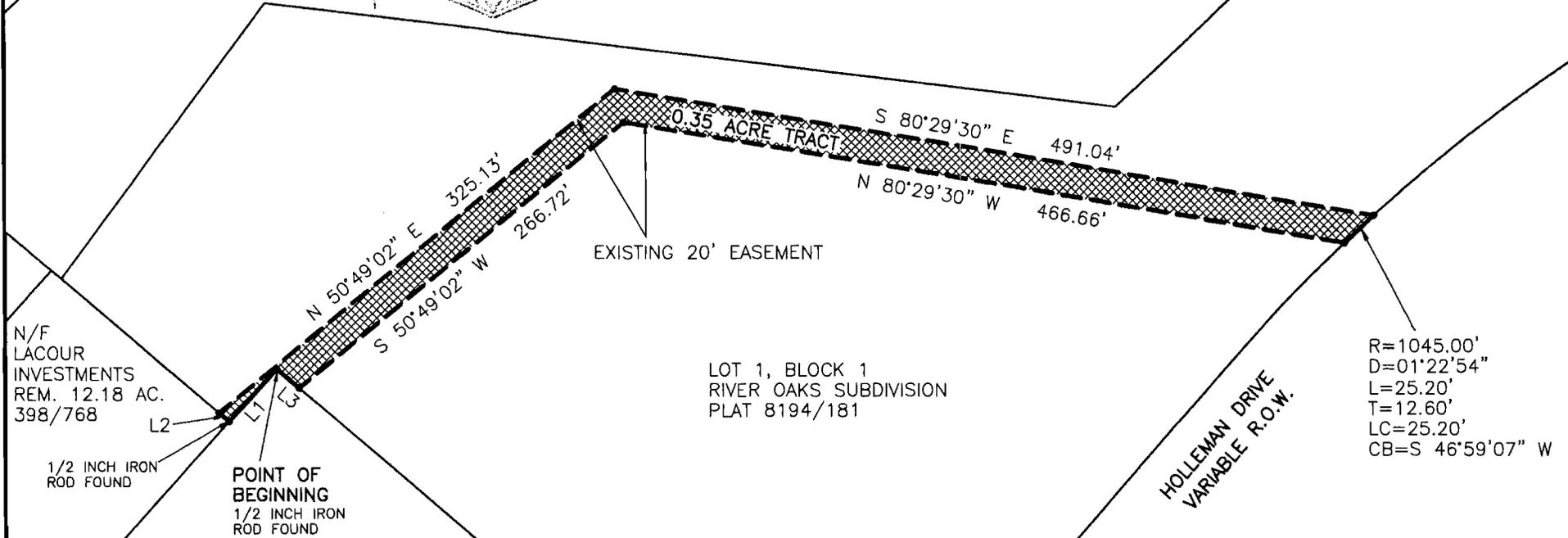




WOLF PEN CREEK
DEDICATION AREA
PLAT 8194/181



SCALE: 1" = 100'



N/F
LACOUR
INVESTMENTS
REM. 12.18 AC.
398/768

1/2 INCH IRON
ROD FOUND

POINT OF
BEGINNING
1/2 INCH IRON
ROD FOUND

EXISTING 20' EASEMENT

LOT 1, BLOCK 1
RIVER OAKS SUBDIVISION
PLAT 8194/181

R=1045.00'
D=01°22'54"
L=25.20'
T=12.60'
LC=25.20'
CB=S 46°59'07" W

HOLLEMAN DRIVE
VARIABLE R.O.W.

N/F
ROSE-ARBORS, L.P.
8.21 ACRE TRACT
3780/244

LINE	DISTANCE	BEARING
L1	44.99'	S 42°08'02" W
L2	8.53'	N 49°37'16" W
L3	18.70'	N 49°28'20" W

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

SEE METES AND BOUNDS PREPARED
FEBRUARY 2008 FOR MORE DESCRIPTIVE
INFORMATION.

LAND BOUNDARY SURVEY PLAT
OF A 0.35 ACRE TRACT
PORTION OF LOT 1, BLOCK 1
RIVER OAKS SUBDIVISION
VOLUME 8194, PAGE 181
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 100 FEET
SURVEY DATE:
PLAT DATE: 02-17-08
JOB NUMBER: 08-105
CAD NAME: 08-105
CR5 FILE:

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



For Office Use Only	
P&Z Case No.	<u>08.40</u>
Date Submitted:	<u>2.20.08</u>

10:05

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

- MINIMUM SUBMITTAL REQUIREMENTS**
- \$300 Abandonment of Public Right-of-Way (ROW) / Easement application fee. *AM*
 - A completed copy of the attached Abandonment of Public ROW / Easement application.
 - All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
 - A copy of a recent (within 90 days) deed or title insurance policy showing the names of the owners, or, an older deed or title with a Nothing Further Certificate.
 - For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
 - For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.
 - Corporate or partnership owners must furnish a copy of a corporate resolution or other proof of authority to sign on behalf of the corporation, partnership, or joint venture.

★ Also included: Letter of Acceptance of Infrastructure.
ADDRESS 305 Holleman Drive East

LEGAL DESCRIPTION Lot 1, Block 1, River Oaks Subdivision

APPLICANT (Primary Contact for the Project):

Name Veronica Morgan E-Mail v@mitchellandmorgan.com
 Street Address 511 University Drive East, Suite 204
 City College Station State Texas Zip Code 77840
 Phone Number 979 260-6963 Fax Number 979 2603564

PROPERTY OWNER'S INFORMATION (if different from above):

Name Jim Stewart E-Mail jimbstewart@gmail.com
 Street Address P.O. Box 10028
 City Bryan State Texas Zip Code 77842
 Phone Number (979)6957744 Fax Number (979)6943774

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

[Signature]
Signature of Owner

February 18, 2008
Date

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: February 15, 2008

Location of Right-of-Way/Easement to be Abandoned: 305 Holleman Drive
East / College Station, TX 77840 / Lot 1, Block
1 - River Oaks Subdivision

Property Owner's Name & Address: Jim Stewart
P.O. Box 10028 / Bryan, TX 77842

Property Owner's Phone Number: (979) 695-7144

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, are two sealed metes and bounds descriptions (dividing the area in half) of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, are two copies of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

7. Such public right-of-way/easement should be abandoned because:

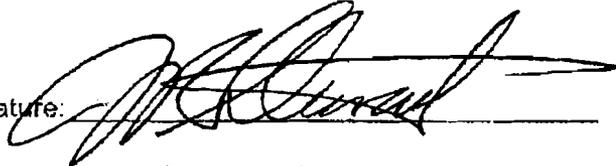
The sanitary sewer line located within the easement has been relocated to accommodate the development of the property.

8. Such public right-of-way/easement has been and is being used as follows:

Solely for the purpose of a sanitary sewer.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Owner's Signature:



Owner's Name: Jim Stewart

Owner's Address: P.O. Box 10028

Bryan, Texas 77842

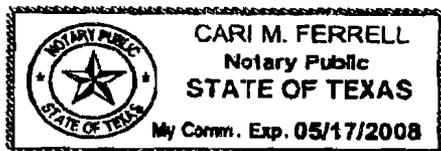
Owner's Phone Number: (979) 695-7744

STATE OF TEXAS }
COUNTY OF BRAZOS }
Tarrant

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 20th day of February, 2008, by James B. Stewart.

Cari M Ferrell
Notary Public in and for
the State of Texas



Application for Abandonment of
a Public Right-of-Way/Easement

Located: 305 Holleman Drive East

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description (dividing the area in half) of the public right-of-way/easement situated in Lot 1, Block 1 - River Oaks Subdivision Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

**METES AND BOUNDS DESCRIPTION
OF A
0.35 ACRE TRACT
PORTION OF LOT 1, BLOCK 1
RIVER OAKS SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 1, BLOCK 1, RIVER OAKS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 8194, PAGE 181 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND MARKING AN INTERIOR WEST CORNER OF SAID LOT 1 AND THE NORTH CORNER OF A CALLED 8.21 ACRE TRACT AS DESCRIBED BY A DEED TO ROSE-ARBORS, L.P. RECORDED IN VOLUME 3780, PAGE 244 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 08' 02" W ALONG THE COMMON LINE OF SAID LOT 1 AND SAID 8.21 ACRE TRACT FOR A DISTANCE OF 44.99 FEET TO A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF SAID 8.21 ACRE TRACT MARKING THE EAST CORNER OF THE REMAINDER OF A CALLED 12.18 ACRE TRACT AS DESCRIBED BY A DEED TO LACOUR INVESTMENTS RECORDED IN VOLUME 398, PAGE 768 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 49° 37' 16" W ALONG THE COMMON LINE OF SAID LOT 1 AND SAID REMAINDER OF 12.18 ACRE TRACT FOR A DISTANCE OF 8.53 FEET TO A POINT;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

N 50° 49' 02" E FOR A DISTANCE OF 325.13 FEET TO A POINT;

S 80° 29' 30" E FOR A DISTANCE OF 491.04 FEET TO A POINT ON THE NORTHWEST LINE OF HOLLEMAN DRIVE (VARIABLE WIDTH R.O.W.), SAID POINT BEING IN A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 1045.00 FEET;

THENCE: ALONG THE NORTHWEST LINE OF HOLLEMAN DRIVE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 22' 54" FOR AN ARC DISTANCE OF 25.20 FEET (CHORD BEARS: S 46° 59' 07" W – 25.20 FEET) TO A POINT;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

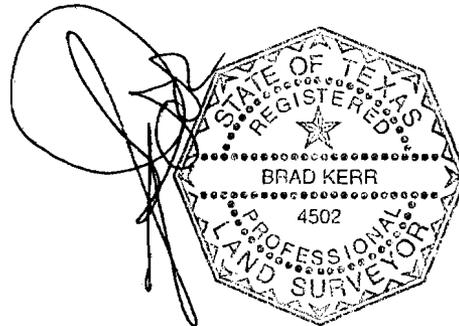
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S 50° 49' 02" W FOR A DISTANCE OF 266.72 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 1 AND SAID 8.21 ACRE TRACT;

THENCE: N 49° 28' 20" W ALONG THE COMMON LINE OF SAID LOT 1 AND SAID 8.21 ACRE TRACT FOR A DISTANCE OF 18.70 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.35 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/08-105.MAB

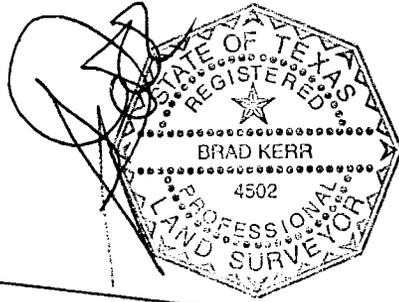


Application for Abandonment of
a Public Right-of-Way/Easement

Located: 305 Holleman Drive East

EXHIBIT NO. 2

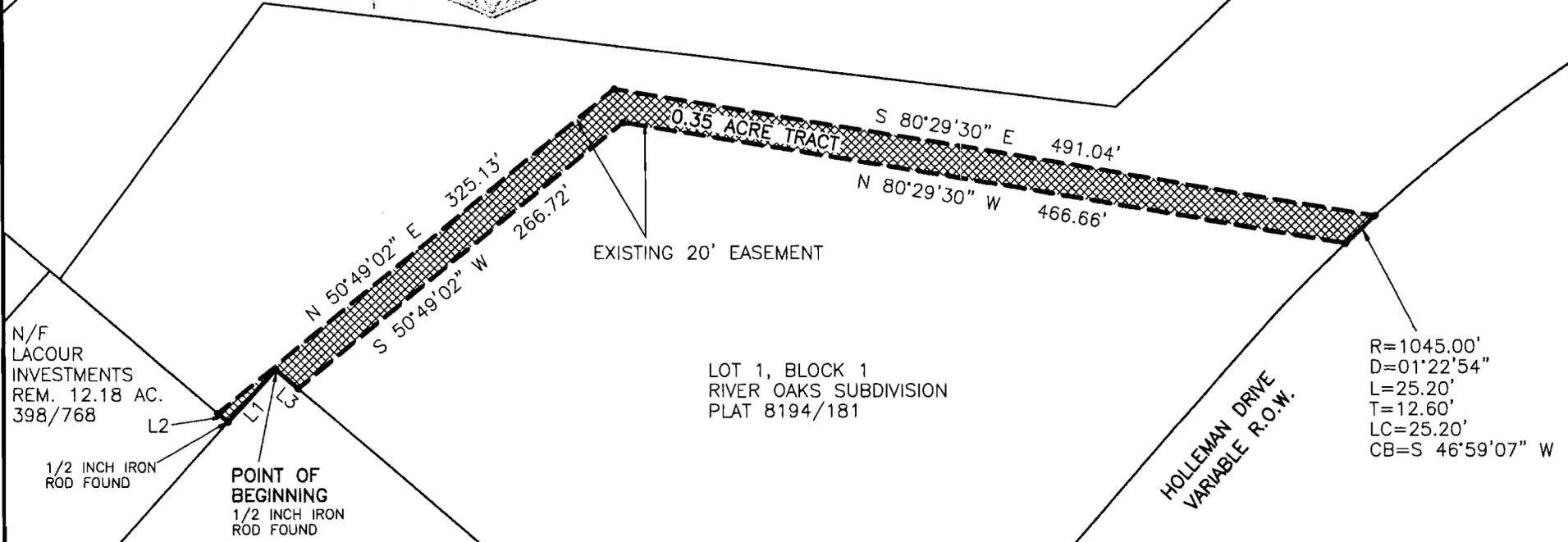
Attached are two copies of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



WOLF PEN CREEK
DEDICATION AREA
PLAT 8194/181



SCALE: 1" = 100'



N/F
LACOUR
INVESTMENTS
REM. 12.18 AC.
398/768

1/2 INCH IRON
ROD FOUND

POINT OF
BEGINNING
1/2 INCH IRON
ROD FOUND

EXISTING 20' EASEMENT

LOT 1, BLOCK 1
RIVER OAKS SUBDIVISION
PLAT 8194/181

R=1045.00'
D=01°22'54"
L=25.20'
T=12.60'
LC=25.20'
CB=S 46°59'07" W

HOLLEMAN DRIVE
VARIABLE R.O.W.

N/F
ROSE-ARBORS, L.P.
8.21 ACRE TRACT
3780/244

LINE	DISTANCE	BEARING
L1	44.99'	S 42°08'02" W
L2	8.53'	N 49°37'16" W
L3	18.70'	N 49°28'20" W

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

SEE METES AND BOUNDS PREPARED
FEBRUARY 2008 FOR MORE DESCRIPTIVE
INFORMATION.

LAND BOUNDARY SURVEY PLAT
OF A 0.35 ACRE TRACT
PORTION OF LOT 1, BLOCK 1
RIVER OAKS SUBDIVISION
VOLUME 8194, PAGE 181
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 100 FEET
SURVEY DATE:
PLAT DATE: 02-17-08
JOB NUMBER: 08-105
CAD NAME: 08-105
CR5 FILE:

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

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 305 Holleman Drive East

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

*The easement was written as
a sole sanitary sewer easement.*

ATMOS ENERGY

BY: N/A
Title N/A

VERIZON TELEPHONE COMPANY

BY: N/A
Title N/A

SUDDENLINK COMMUNICATIONS

BY: N/A
Title N/A

BRYAN TEXAS UTILITIES

BY: N/A
Title N/A

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 305 Holleman Drive East

EXHIBIT NO. 4

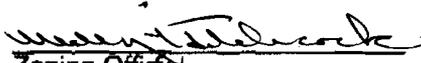
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



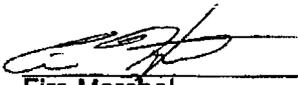
City Engineer
City of College Station



Building Official
City of College Station



Zoning Official
City of College Station



Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 305 Holleman Drive East

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station



Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 305 Holleman Drive East

EXHIBIT NO. 4

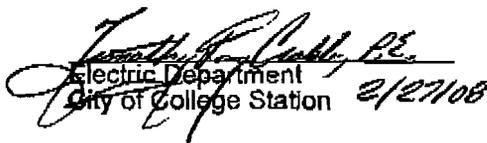
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station


Electric Department
City of College Station 2/27/08

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 305 Holleman Drive East

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: J.P. Miles Construction Corporation
ADDRESS: 3411 LANDSBURG LN. COLLEGE STA. TX. 77845
J.P. Miles JAMES P. MILES - PRES

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

March 27, 2008
Regular Agenda Item 6
Parking restrictions on Longmire Drive and Longmire Court

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Improvement Department

Agenda Caption: Public Hearing, presentation, possible action, and discussion concerning consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on certain sections of Longmire Drive north of Airline Drive and Longmire Court.

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

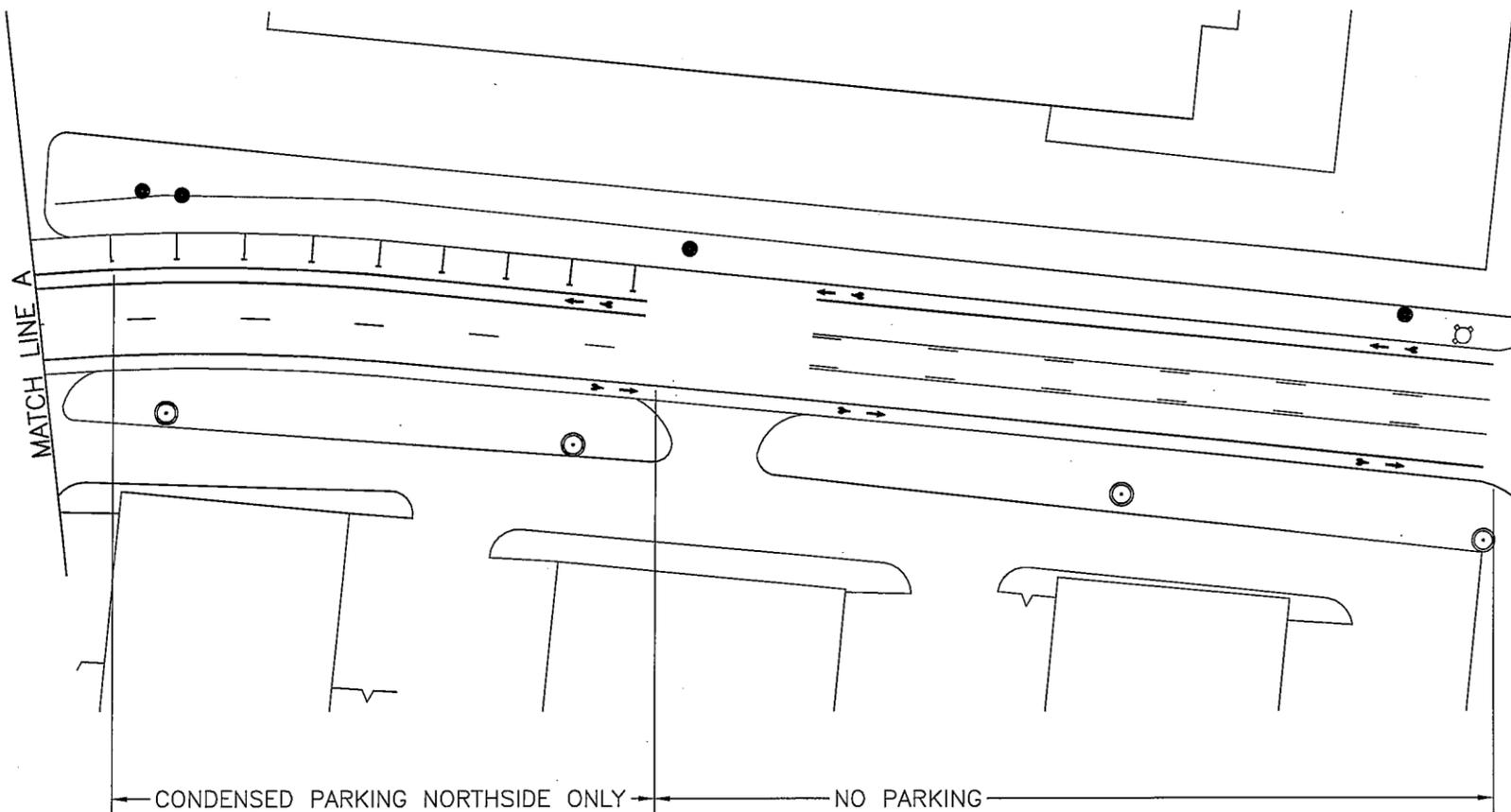
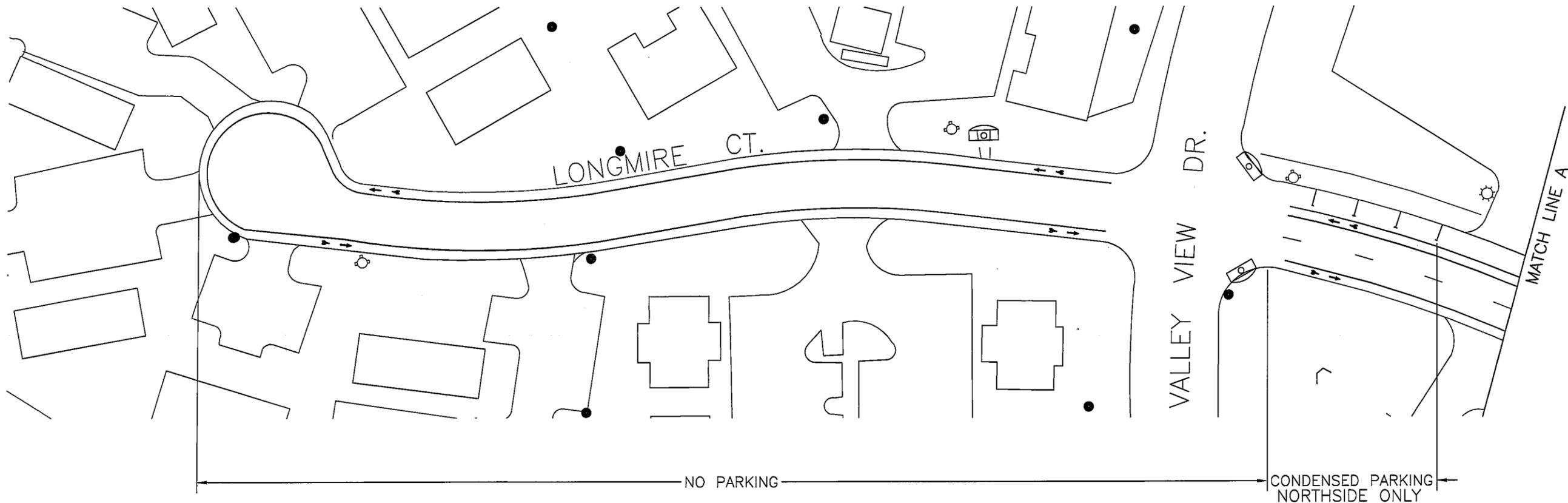
Summary: This item will amend Chapter 10, "Traffic Code," by removing parking on certain sections of Longmire Drive between Airline Drive and Valley View Drive, and removing parking on Longmire Court. Bike lanes will be added to Longmire as part of the 2005 Bike Loop project from Airline Drive to Longmire Court. Parking will need to be removed from both sides of Longmire from Airline Drive to FM 2818, and on the west side of Longmire from FM 2818 to Valley View Drive. Parking will be consolidated to the east side only in a designated area (Exhibit B). The parking will also be removed from Longmire Court where the bike lanes will continue to the Bee Creek crossing, making the connection with the Bike Loop.

A letter was sent to the impacted property owners notifying them of the proposed ordinance and this Public Hearing where it would be presented to council.

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

Attachments:

- 1.) Ordinance
- 2.) Exhibit B – Proposed Parking Removal
- 3.) Project Map



ALL CONSTRUCTION SHALL BE DONE PER THE MOST RECENT APPROVED SET OF BRYAN/COLLEGE STATION UNIFIED DEVELOPMENT ORDINANCE TECHNICAL SPECIFICATIONS (2006 FOR STREETS, WATER AND SEWER, AND C.O.B. 2004 DRAINAGE GUIDELINES).

THIS SET OF PLANS WAS PREPARED UNDER THE DIRECTION OF DAVID L. BESLY, P.E., SEAL No. 81873 ON 3/7/2008. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY AND NOT TO BE USED FOR CONSTRUCTION.

REV	DATE	BY	APP	COMMENT
1				
2				
3				
4				

SCALE: 1"=60'
DATE: March 2008
DRAWN BY:
PROJECT MANAGER: DAVID L. BESLY, P.E.

PREPARED FOR:
CITY OF COLLEGE STATION
1101 TEXAS AVENUE
COLLEGE STATION, TEXAS 77904

Bleyl & Associates
Project Engineering & Management

1722 BROADMOOR, STE. 210
BRYAN, TEXAS 77802
(979) 268-1125 PHONE
(979) 260-3849 FAX

2251 N. LOOP 336 W
CONROE, TEXAS 77304
(936) 441-7833 PHONE
(936) 760-3833 FAX

EXHIBIT B
PARKING
LONGMIRE CT TO FM 2818

BIKEWAY PHASE III
CoCS PROJECT ST-080186
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS

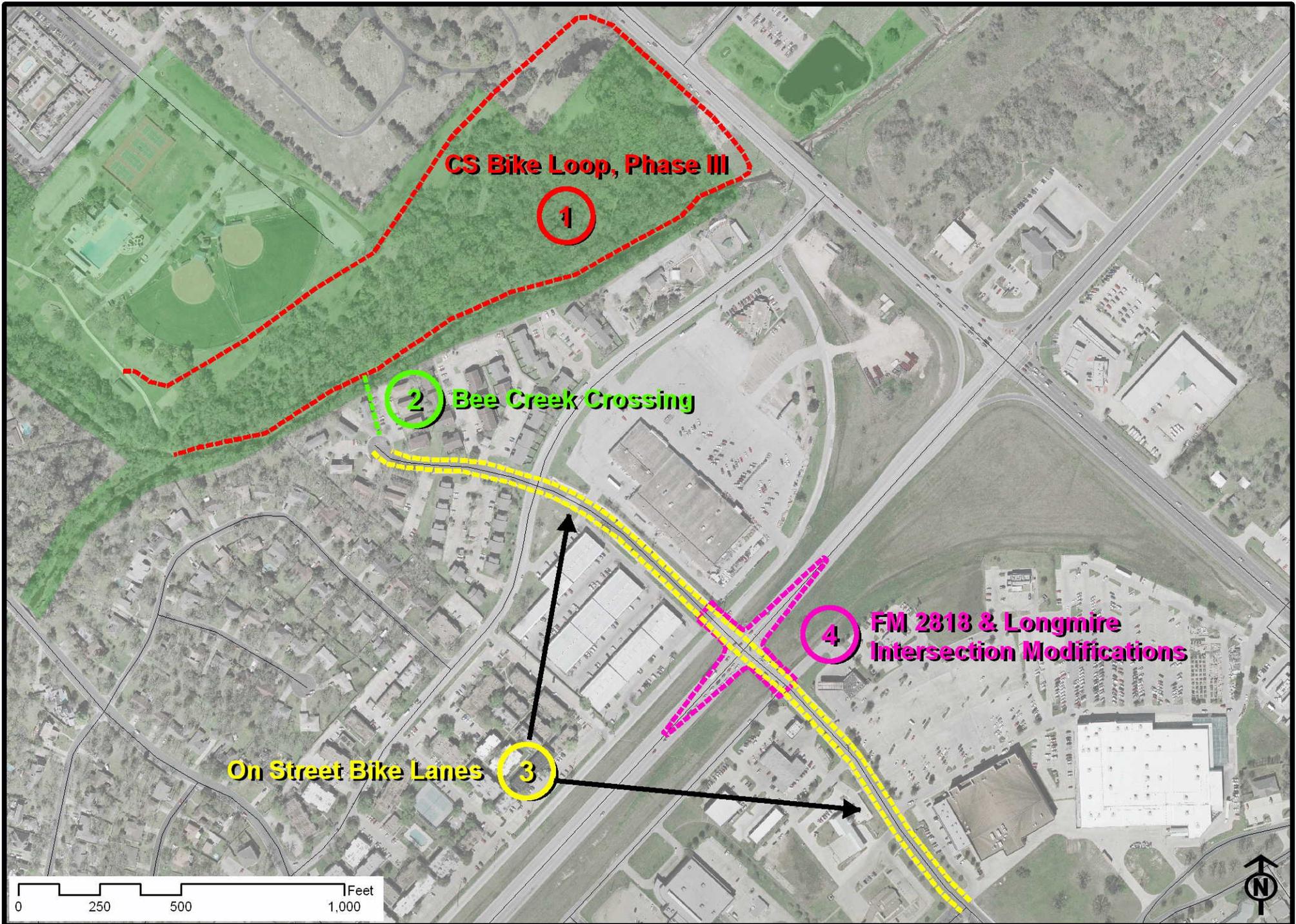
DRAFT
FOR INTERIM
REVIEW ONLY

PROJECT NUMBER
7054

FILE NAME: PARKING EXHIBIT.DWG

SHEET: OF: 23

Z:\7000\7054 - BIKEWAY PHASE III\VD-7054\PARKING EXHIBIT\STRIPING LAYOUT 4 - LONGMIRE DR. 3/7/2008 2:51 PM DAVID BESLY



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SCHEDULE XII AS REFERENCED IN SUB-SECTION E.2 OF SECTION 4 THEREOF; PROHIBITING PARKING ALONG CERTAIN PORTIONS OF LONGMIRE DRIVE AND LONGMIRE COURT; 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

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


City Attorney

EXHIBIT “A”

That the Traffic Control Device Inventory - Schedule XII (dated February 22, 2007) as referenced in Chapter 10, “Traffic Code”, Section 4, “Administrative Adjudication of Parking Violations,” Sub-section E is hereby amended to include the following:

“Longmire Drive – No parking on the west side of Longmire Drive between Airline Drive and Valley View Drive.

Longmire Drive – No parking along the east side of Longmire Drive between Airline Drive and Valley View Drive except for designated parking areas.

Longmire Court – No parking on both sides of Longmire Court.”

**March 27, 2008
Regular Agenda Item 7
Committee Appointments**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointments to Outside Agency Funding Review Committee.

This item is on the agenda to select two citizens to fill Places 3 and 4 on this Committee. Current members Gregg Baird and Charles Taylor did not reapply. Terms are for three years.

The committee reviews all request for funding other than: Community Development Block Grant funding, request, funding requests from agencies with City Council appointed board members or funding request for Hotel Tax funds from agencies eligible to receive Hotel Tax Funds. The Committee makes recommendations to the City Council for their consideration.

Attachments:

Membership

Applications

Susan Irza

Amanda Dotzon

Scott Rodkey

Outside Agency Funding Review Committee

Name	Original Appt.	Address	Phone
Sheryl Welford, Chair 03/2009 (Place 5)	2006	3200 Salzburg Court College Station 77845	W:764-5460 H: 695-1680
Charles Taylor, Vice Chair 03/2008 (Place 3)	2006	1602 Panther Lane College Station 77840	W:696-2212x101 H: 268-9989
Donald Braune 03/2010 (Place 1)	2007	300 Stoney Hill Ct. College Station 77845	W:N/A H: 690-6215
Stephen Sweet 03/2010 (Place 2)	2007	2113 Chippendale Street College Station 77845	W: 862-2323 H: 764-8469
Gregg Baird 03/2008 (Place 4)	2006	2009 Ravenstone Loop College Station 77845	W: 696-5789 H: 777-5577
Don Lewis 03/2009 (Place 6)	2006	1012 Holt College Station 77845	W: 229-1022 H: 229-1022
Chad Jones 03/2009 (Place 7)	2006	4407 Edinburgh Place College Station 77845	W:823-7300 H: 220-3922

Duties and Responsibilities

College Station Outside Agency Funding Review Committee will review all requests for funding other than: Community Development Block Grant (CDBG) funding requests, funding requests from agencies with City Council appointed board members or funding requests for Hotel Tax funds from agencies eligible to receive Hotel Tax Funds. The College Station Outside Agency Funding Review Committee will make recommendations to the City Council for their consideration.

Membership

The College Station Outside Agency Funding Review Committee will consist of 7 members from the City of College Station to be appointed by the College Station City Council. Upon initial appointment, places 1 and 2 will serve 1 year terms; place 3 and 4 will serve 2 year terms; and places 5, 6, and 7 will serve 3 year terms. Thereafter, each place shall be appointed to 3 year terms for no more that 2 consecutive terms.

Meetings

On call by Chairman

Authority

City Resolution No. 2-23-2006-10.14 adopted February 23, 2006.

Form Name: Date Submitted: 2/13/2008 11:59:03 AM

Apply For A Citizen Committee

Name: Susan Irza

Home Address: 605 Summerglenn Drive

Telephone: 260-2449

Fax:

E-mail: susanirza@yahoo.com

College Station Resident for ____ years: 12 years

Subdivision: Glenhaven

Voter Registration Number: 1040965820

Business Owner: No

Business Name:

Occupation: Retired - Director of Human Resources for TAMU

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education: Masters Degree in Public Administration

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired:
2007 Graduate of CS Citizens University; 2007 outside review panel for Brazos Valley Arts Council funding requests; previous experience on United Way funding review panels

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information. Release information?: Yes

From: "City of College Station -" <info@ci.college-station.tx.us>
To: <chooks@cstx.gov>
Date: 2/14/2008 8:47:01 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/14/2008 8:44:03 AM
Apply For A Citizen Committee
Name: Amanda Dotson
Home Address: 3708 Bridle Trails; College Station, TX 77845
Telephone: 979-690-2491
Fax:
E-mail: winags@suddenlink.net
College Station Resident for ____ years: 7.5
Subdivision: Bridlegate Estates
Voter Registration Number: 1041245863
Business Owner: No
Business Name: Texas A&M University System
Occupation: Internal Audit Manager
Work Address: 200 Technology Way Suite 2192; College Station, TX 77845
Work Telephone: 979-458-7135
Work Fax: 979-458-7111
Work E-mail: adotson@tamu.edu
Education: BBA Accounting Summa Cum Laude from Texas A&M University; MBA from TAMU-Texarkana
Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,
If you currently serve on any other committees, boards or commissions, please list them here:
Please list any experience or interest that qualifies you to serve in the position desired: CPA for 10 years Treasurer of Bridlegate Estates HOA Graduate of Citizens University & Citizens Police Academy
In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.
Release information?: No

CC: <vcasares@cstx.gov>, <bnugent@cstx.gov>

From: "City of College Station -" <info@ci.college-station.tx.us>
To: <chooks@cstx.gov>
Date: 2/17/2008 6:50 PM
Subject: Response to Apply For A Citizen Committee

CC: <vcasares@cstx.gov>, <bnugent@cstx.gov>

Form Name: Date Submitted: 2/17/2008 6:11:24 PM

Apply For A Citizen Committee

Name: Scott Rodkey

Home Address: 3696 Preakness Circle

Telephone: 690-5380

Fax: same

E-mail: scottrodkey@yahoo.com

College Station Resident for ____ years: 1

Subdivision: Woodlake

Voter Registration Number: 1145271604

Business Owner: No

Business Name:

Occupation: Scientist (retired)

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education: B.A., Ph.D.

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: I have served on grant review panels for the National Institutes of Health, NASA, the National Science Foundation, the Oklahoma Health Research Program, the International Science Foundation, the John Sealy Research Foundation and numerous small agencies. I have reviewed well over 4,000 applications for funding from these agencies at the national, regional and state levels and served as review panel chairman numerous times. I'm very good at this kind of thing.

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: No