



Mayor
Ben White

City Manager
Glenn Brown

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

Agenda
College Station City Council
Regular Meeting
Thursday, June 12, 2008 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

Pledge of Allegiance, Invocation, Consider absence request.

Presentation of award to City of College Station from American Electric Power

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. Approval of minutes for May 19, 2008 special meeting and workshop and regular meetings May 22, 2008.

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

c. Presentation, possible action and discussion regarding renewal of the contract for Delinquent Account Collections for Utilities, Municipal Court Fines/Fees, Ambulance Services and other miscellaneous revenue for an estimated annual expenditure of \$100,000 to McCreary, Veselka, Bragg & Allen, P.C.

d. Presentation, possible action, and discussion regarding an Interlocal Purchasing Agreement between the City of College Station and the Purchasing Solutions Alliance (PSA) (a program of the Brazos Valley Council of Governments) for the purpose of fulfilling the respective public and governmental purposes, needs, objectives and programs in the purchasing of supplies, equipment, and services.

e. Presentation, possible action, and discussion regarding a Service Contract with Payment Processing, Inc. for Electronic Credit Card Processing and Merchant Account Services for an initial three (3) year term with estimated banking fees and service charges not to exceed \$1,000,000 annually; and authorization for the City Manager to approve related Billing Schedules as needed from time to time.

f. Presentation, possible action, and discussion on a renewal agreement with Wesco Electrical Distribution, for the estimated annual expenditures of \$78,660.00 for annual purchases of electric meters.

g. Presentation, possible action and discussion regarding renewal of the services contract for Outsourcing the Printing and Mailing of Utility Bills, late notices, postage and inserts for an estimated annual expenditure of \$200,000 to Sungard EXP-Mailing.

h. Presentation, possible action, and discussion authorizing the expenditure of funds for the purchase of office supplies and equipment by all City Departments with OfficeMax for an annual estimated expenditure of \$150,000.

i. Presentation, possible action, and discussion on a renewal agreement with Stresscrete, Inc., for the estimated annual expenditures of \$209,534.00 for pre-stressed spun cast concrete poles.

j. Presentation, possible action, and discussion regarding an Advanced Funding Agreement Amendment No. 2 with the Texas Department of Transportation to finalize the costs for the City of College Station Texas Avenue Utilities Relocation Project that was incorporated into the Texas Department of Transportation Texas Avenue Widening Project. The final cost for the City of College Station is \$2,488,660.90.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state

their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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

1. Public hearing, presentation, possible action and discussion regarding the annual review of the Unified Development Ordinance and the Comprehensive Plan, including recent UDO amendments, proposed UDO amendments, and recent Comp Plan amendments.
2. Public hearing, presentation, possible action, and discussion of an ordinance rezoning 14.15 acres from A-O Agricultural-Open to A-P Administrative Professional for the property located at 3690 and 3695 Longmire Drive, generally located on both the east and west sides of Longmire Drive, south of its intersection with Bridle Gate Drive.
3. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 293.233 acres from A-O, Agricultural Open to PDD, Planned Development District for the Creek Meadows Subdivision located on Greens Prairie Trail.
4. Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative for a Sanitary Sewer Easement within Veterans Park and Athletic Complex exists, and that all reasonable planning measures have been taken to minimize the harm to such parkland.
5. Presentation, possible action, and discussion regarding a petition for annexation of 1.02 acres in the 3200 block of Rock Prairie Road West, generally located west of the intersection of Wellborn Road and Rock Prairie Road.
6. Presentation, possible action, and discussion regarding an ordinance directing staff to prepare a service plan and setting out public hearing dates and times for the annexation of 1.02 acres on Rock Prairie Road West.
7. Presentation, possible action and discussion regarding rejecting bid proposals received for annual purchases of oils, lubricants and antifreeze, Bid Number 08-33; and, approving one of two resolutions for an award for annual purchases of oils, lubricants and antifreeze, Bid Number 08-61.

- 8. Presentation, possible action, and discussion regarding CPAC appointments and replacement of members.
- 9. Adjourn.

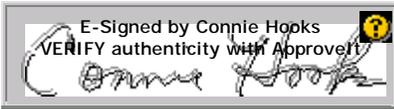
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, June 12, 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 9th day of June, 2008 at 2:30 pm.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 9, 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

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

City Manager
Glenn Brown

Draft Minutes
City Council Special Meetings
Tuesday, May 19, 2008, 9:00 a.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

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

COUNCIL MEMBER ABSENT: Mayor Pro Tem Gay

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

Special Agenda Item No. 1 – Call meeting to order.

Mayor White called the special meeting to order at 9:00 a.m.

Special Agenda Item No. 2 -- Presentation, discussion, and possible action on a resolution to canvass the results of the Election held on May 10, 2008.

Connie Hooks, City Secretary presented a resolution for May 10, 2008 election canvassing the results of the election.

A motion was made by Council member Massey to approve **Resolution No. 5-19-2008-08** as presented and seconded by Council member McIlhaney, which carried 6-0.

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

AGAINST: None

ABSENT: Mayor Pro Tem Gay

Special Agenda Item No. 3 – Presentation of Service Awards

Mayor White presented a service award to Council member Scotti for his service as Council member for three years.

Special Agenda Item No. 4 – Statement of Elected Officer and Oath of Office administered to newly elected Council members.

Municipal Court Judge Ed Spillane administered the oath of office to each newly elected official. Council member Place 1, John Crompton; Council member Place 3, Dennis Maloney; and Council member Place 5, Lawrence Stewart.

Special Agenda Item No. 5 -- Presentation of Certificates of Election.

Mayor White presented each council member with a Certificate of Election.

Special Agenda Item No. 6 -- Adjourn.

Hearing no objections, the meeting adjourned at 9:30 a.m. on Monday, May 19, 2008.

A reception followed for elected officials and guest attending the ceremony.

APPROVED:

Mayor White

ATTEST:

City Secretary Connie Hooks



Mayor
Ben White

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

City Manager
Glenn Brown

Draft Minutes
City Council Workshop Meeting
Thursday, May 22, 2008 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Council members Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink

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

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

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

No discussion was held.

Workshop Item No. 2 -- Presentation and discussion on the performance, progress and future plans of the Research Valley Partnership (RVP).

Introduced by David Gwin, Director of Economic and Community Development.

Todd McDaniel, President and CEO of the RVP presented Council an overview of the RVP's performance, programs and future plans. He introduced the RVP board members.

Kenny Mallard, chair of RVP
James Lancaster, RVIC
Susan Vestal, Marketing (consultant)
Bob Malaise, Vice President of Economic Development Services
Chuck Martinez, Director of Innovation
Misty Boone, Director of Business Development

James Lancaster presented a report about the Research Valley Innovation Center.

Marketing Consultant Susan Vestal presented the awareness and marketing program.

Bob Malaise, Vice President of Economic Development Services presented the Annual Review.

No action was taken.

Workshop Item No. 3 -- Presentation, possible action and discussion on the Fiscal Year 2008-2009 budget overview and parameters, and Fiscal Year 2008-2009 budget calendar.

Jeff Kersten, Chief Financial Officer presented an overview of some of the key parameters used to prepare the annual budget:

Key Parameters

- Strategic Planning
- Fiscal & Budgetary Policies
- Key Budget Issues

Mr. Kersten also presented Council a proposed budget calendar for the Fiscal year 2008-2009 budget process that will outline the key budget dates between now and October 1st that will need to be met in order to get the budget reviewed and adopted.

A motion was made by Council member Crompton to discontinue funding outside agencies and start a new policy and seconded by Council member Stewart. Harvey Cargill, City Attorney explained to Council how this discussion on funding outside agencies needs to be discussed in an upcoming workshop. Council member Crompton withdrew his motion and Council member Stewart withdrew his second to discuss item on an upcoming workshop.

Workshop Item No. 5 -- Presentation, discussion, and possible action on a Professional Services Contract with Brown Reynolds Watford Architects, Inc. (BRW, Inc.), in the amount of \$195,500.00, for the design of the Municipal Court Building Renovations project.

Chuck Gilman, Director of Capital Projects presented a brief overview of the Municipal Court Building Renovations project which will finish out the second floor of the Municipal Court Building and renovate the first floor to increase the lobby capacity. Staff has requested Council's approval of the Professional Services Contract with BRW, Inc. for the conceptual, preliminary, and final design of the Municipal Court Building Renovations project.

Workshop Item No. 6 -- Presentation, discussion, and possible action on a Construction Manager at Risk Contract with JaCody, Inc. in the amount of \$1,744,200, for the construction of the Municipal Court Building Renovations project.

Chuck Gilman, Director of Capital Projects presented Council the design of the improvements, selection of building systems, cost estimating, value engineering, and scheduling during the preconstruction phase enabling the City of College Station to construct the Municipal Court Building Renovations Project. Staff requested approval of the Construction Manager-at-Risk Contract between the City of College Station and JaCody, Inc. which guaranteed Maximum Price (GMP) that is less than or equal to \$1,744,200.

A motion was made by Council member Massey to approve BRW, Inc.'s bid for Professional Services Contract and JaCody, Inc.'s bid for CMAR Contract. Seconded by Council member McIlhaney which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

Workshop Item No. 7 -- Presentation, possible action, and discussion regarding a resolution awarding a professional services contract for the design of the Water Reclamation Project to Lockwood, Andrews & Newnam, Inc. in an amount not to exceed \$80,860.00.

Chuck Gilman, Director of Capital Projects presented Council a contract for the engineering study for a water reclamation project, to provide reclaimed water from the Carters Creek Wastewater Treatment Plant for irrigation water for the Veterans Park and Athletic Complex. Staff requested Council approve the resolution and award the professional services contract to Lockwood, Andrews & Newnam, Inc.

A motion was made by Council member Maloney to approve Resolution No. 5-22-08-07 selecting Lockwood, Andrews & Newnam, Inc. as the Professional Contractor for the water reclamation project and seconded by Council member Crompton which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

Workshop Item No. 4 -- Presentation, possible action, and discussion regarding fees associated with the acceptance of credit cards.

Introduced by Jeff Kersten, Chief Financial Officer.

Cheryl Turney, Assistant Director of Fiscal Services presented an overview of accepting credit card payments for all City Services. She included the history of credit card processes. Staff recommended the City continue paying for associated credit card fees not to exceed \$1,000,000.

Council concurred with staff's recommendation.

Workshop Item No. 8 -- Council Calendars

Council reviewed the upcoming events and meetings.

Workshop Item No. 9 -- 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 there citation 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.

A motion was made by Council member Crompton to revisit unfinished items from past council meetings:

June 12 Regular	Traffic Impact Analysis: Seconded by Council member McIlhaney.
June 12 Regular	Growth Management: Seconded by Council member Maloney.
June 12 Workshop	Traffic Impact fees: Seconded by Council member Stewart.

June 12 Regular	CPAC Attendance & Appointments: Seconded by Council member Maloney.
June 26 Regular	Zero-Rise in Floodplain Development: Seconded by Council member Stewart.
July 24 Workshop	Briefing on Landscape Projects (Wellborn Rd, Barron Rd, Partnership w/ KBB along Texas Avenue: Seconded by Council member Ruesink.
August 28 Workshop	Review Parkland Dedication Fees: Seconded by Council member Ruesink.

A motion was made by Council member Maloney to revisit unfinished item:

July 24 Workshop	Sign Ordinance Comparison: Seconded by Council member Massey.
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All Council approved the requested items for future agendas.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink

AGAINST: None

Workshop Agenda Item No. 10 -- 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, Brazos Valley Area Wide Communications Team, 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).

Council member Ruesink	Sister Cities
Council member McIlhaney	Arts Council
Mayor White	Legislative Committee for Annexation and Imminent Domain
Council member Massey	Brazos Valley Wide Area Communication and Regional Transportation Committee for Council of Governments

Workshop Item No. 11 -- 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 pursuant to Sections 551.071, 551.072, 551.086, and 551.087 of the Open Meetings act, to seek the advice of the attorney, to consider the purchase of real property, economic development negotiations, and competitive matters.

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
- l. Legal issues and advice on Brazos Valley Solid Waste Management Agency Contract, on proposed Franchise with City of Bryan for B.T.U. Electric, on proposed easement and pole use for College Station electric line, and update on legal proceedings for Grimes County Landfill site and on contract for site acquisitions.

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

- a. Targeted Mixed Use Project

Competitive Matter {Gov't Code Section 551.086}; possible action The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A "Competitive Matter" is a utility-related matter that the City Council determines is related to the City of College Station's Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

- a. Marketing Strategy Plans for College Station Electric Utilities.

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Hotel and Conference Center

Workshop Agenda Item No 12 -- 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.

Refer to the end of the Regular Minutes for any action taken.

Workshop Agenda Item No. 13 -- Adjourn.

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

PASSED and APPROVED this 12th of June, 2008.

APPROVED:

Mayor Ben White

ATTEST:

City Secretary, Connie Hooks



Mayor
Ben White

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

City Manager
Glenn Brown

Draft Minutes
City Council Regular Meeting
Thursday, May 22, 2008 at 7:00 pm
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Council members Crompton, Massey, Maloney, McIlhaney, Stewart, and Ruesink

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., 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. Mayor White led the audience in the Pledge of Allegiance. Council member Ruesink provided the invocation.

Hear Visitors

Emma Gaskin, 4105 Picadilly, requested Council to develop an ordinance on minors wearing helmets while riding motorcycle, dirt bikes or ATV's.

Shirley Kim, 2500 Central Park Lane #803, CS High School student requested recycling for apartment complexes.

Anum Chagani, 1501 Harvey Rd., CS High School student requested a Super Wal-Mart in the City of College Station.

Christian M. Birmingham, 2508 Monitor Crt., asked parks staff to look into parks maintenance at the Raintree Neighborhood Park.

Consent Agenda Item No. 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. Approval of minutes for City Council Workshop and Regular Meeting, May 8, 2008.

- b. Approval of a Memorandum of Understanding regarding each party's communication capabilities during emergencies by permitting access to the City's 800 MHz band radio communication system and the City's paging system.
- c. Approval of an amendment to the Update and Support Agreement and License Agreement with Azteca Systems, Inc. approved by Council on December 9, 1999 which amends the covered products, MicroPaver interface.
- d. Approval of an agreement between the City and Phi-ton Investments for the development of Eagle Avenue in the Dove Crossing development. Estimated construction cost is \$800,000 funded by certificates of obligation.
- e. Approval of **Resolution No. 5-22-08-2e** authorizing the Director of Electric Utilities to be the signatory authority for all standard form agreement documents related to the Electric Reliability Council of Texas (ERCOT).
- f. Approval of the revisions to the City's Homebuyer Down-Payment Assistance Program Guidelines.
- g. Approval of an Interlocal Agreement between the City of College Station and City of Bryan for On-Line Bidding Services.
- h. Approval of a renewal agreement with Badger Meter, Inc. for the annual purchase of water meters to be maintained in inventory, Bid No. 07-74, for an annual expenditure of \$131,880.00.
- i. Approval of **Resolution No. 5-22-08-2i** authorizing a License Agreement with Matthew Moore pertaining to the encroachment of a portion of a structure located at Lot 20, Block 1, Spring Meadows Phase 2 Subdivision, College Station, Texas, according to the plat recorded in Volume 5838, Page 177 of the Official Records of Brazos County, Texas, into easement area.

A motion was made by Council member Massey to approve Consent Agenda Items 2a thru 2i and seconded by Council member Crompton. Council member Maloney and Stewart abstained from all consent items. Motion carried 5-0.

FOR: Mayor White, Crompton, Massey, McIlhane and Ruesink

AGAINST: None

ABSTAINED: Maloney and Stewart

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action and discussion regarding a rezoning of 130.81 acres from A-O Agricultural-Open to 38.73 acres A-OR Agricultural-Open, Residential and 92.08 acres R-1B Single Family Residential for the property located at 3998 Rock Prairie Road West, Generally located at Rock Prairie Road West and Great Oaks Drive.

Bob Cowell, Director of Planning and Development Services presented the staff report on the rezoning application of 130.81 acres from A-O Agricultural-Open to 38.73 acres A-OR Agricultural-Open, Residential and 92.08 acres R-1B Single Family Residential for the property located at 3998 Rock

Prairie Road West, generally located at Rock Prairie Road West and Great Oaks Drive. Staff and Planning and Zoning Commission recommended approval of the rezoning request.

Mayor White opened the public hearing. The applicant Steve Arden spoke in support of the project and answered questions of Council. No one else spoke. Mayor White closed the public hearing.

A motion was made by Council member Massey to approve **Ordinance No. 3074** rezoning 130.81 acres from A-O Agricultural-Open to 38.73 acres A-OR Agricultural-Open, Residential and 92.08 acres R-1B Single Family Residential for the property located at 3998 Rock Prairie Road West, Generally located at Rock Prairie Road West and Great Oaks Drive. Motion seconded by Council member Ruesink which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

Regular Agenda Item No. 2 --Public hearing, presentation, possible action, and discussion on an ordinance amending the Land Use Plan element of the Comprehensive Plan from Industrial / R&D to Residential Attached for 6.2 acres located at 1250 Harvey Mitchell Parkway generally located at the southwest corner of the intersection of Harvey Mitchell Parkway and Luther Street West.

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

Staff Planner Jason Schubert presented the staff report. Planning and Zoning Commission recommended approval at their May 1st meeting by a vote of 5-2. Staff recommended denial of the request due to the compatibility with the remainder of the comprehensive plan.

Mayor White opened the public hearing.

The following persons addressed the Council.

Tim Coffey, TAMU legal counsel opposed the ordinance amendment.

Phyllis Young, 4101 S. Texas Ave. Suite B, REMAX, represented the owner.

Ervin Williams, owner of the property addressed the Council.

Glenn Schroeder, P&Z Commissioner discussed the Commission's decision to recommend approval to City Council.

Eric Mach of Tucker Mach Development addressed the Council.

Mayor White closed the public hearing.

A motion was made by Council member Crompton to deny the request to rezone property located at 1250 Harvey Mitchell Parkway due to the safety element and quality of life concerns. Seconded by Council member Stewart which carried 6-0. Council member Massey abstained.

FOR: Mayor White, Crompton, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None
ABSTAINED: Massey

Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion regarding a rezoning of 71.09 acres from A-O Agricultural-Open to R-1 Single Family Residential for the property located at 450 William D. Fitch Parkway, generally located southwest of the intersection of Barron Road and William D. Fitch Parkway.

Bob Cowell, Director of Planning & Development Services presented the staff report on rezoning request of 71.09 acres from A-O Agricultural-Open to R-1 Single-Family Residential for the property located at 450 William D. Fitch Parkway, generally located southwest of the intersection of Barron Road and William D. Fitch Parkway. Staff and Planning and Zoning Commission recommended approval of the request.

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

A motion was made by Council member Massey to approve **Ordinance No. 3075** rezoning 71.09 acres property located at 450 from A-O Agricultural-Open to R-1 Single Family Residential for the property located at 450 William D. Fitch Parkway, generally located southwest of the intersection of Barron Road and William D. Fitch Parkway. Motion seconded by Council member McIlhaney which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

Regular Agenda Item No. 4 -- Public hearing, presentation, possible action and discussion concerning approval to advertise the College Main Sidewalks Project for construction bids.

Chuck Gilman, Director of Capital Improvement Department presented an overview of the College Main sidewalks project that will provide for the construction of new sidewalks between Louise and Cherry Streets on College Main. Staff requested Councils' approval to advertise the College Main Sidewalks Project for construction bids.

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

A motion was made by Council member McIlhaney to approve the advertisement for bids on the College Main sidewalks project and seconded by Council member Maloney which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

Regular Agenda Item No. 5 -- Public hearing, possible action, and discussion on an ordinance Budget Amendment #2 amending ordinance number 2999 which will amend the budget for the 2007-2008 Fiscal Year and authorizing amended expenditures in the amount of \$8,003,706; and presentation, possible action and discussion on budget transfers between departments and approval of a contingency transfer.

Janet Dudding, Assistant Director of Fiscal Services presented an overview of the proposed Budget Amendment #2 that will increase appropriations in the 2007-2008 budget by \$7,997,702 and to increase the number of regular full-time positions in the budget by two, as well as the budget transfers between departments and contingency transfers.

- Operation Budget Amendments
- Capital Improvement Projects
- Budget Contingency/Transfers

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

A motion was made by Council member McIlhaney to approve **Ordinance No. 3076** amending Ordinance No. 2999 that shall amend the budget for FY '07-'08 and authorize expenditures in the amount of \$7,997,702, increase the number of regular full-time positions in budget by two, and to approve budget transfers between departments and approval of contingency transfer. Motion seconded by Council member Maloney which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

Regular Agenda Item No. 6 -- Presentation, possible action, and discussion regarding the first reading of an ordinance amending the current gas franchise with Atmos Energy Corporation to increase the franchise fee from four percent (4%) to five percent (5%).

Hayden Migl, Assistant to the City Manager presented the recent Settlement Agreement from Atmos Energy Corporation amending the current gas franchise fee from four percent (4%) to five percent (5%).

Ken Fogle, Manager of Public Affairs was present to answer questions.

A motion was made by Council member Massey to approve **Ordinance No. 3077** amending the current gas franchise fee from four percent (4%) to five percent (5%) with Atmos Energy Corporation. Seconded by Council member Stewart which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

Regular Agenda Item No. 7 -- Presentation, possible action, and discussion regarding adoption of a resolution awarding the sale, exchange or combination thereof regarding approximately 5 acres of land owned by the City of CS located near the intersection of Jones Butler Road and Dowling Road.

Bob Cowell, Director of Planning & Development Services presented an overview of the resolution to award the sale, exchange or combination of approximately 5 acres of land owned by the City of

College Station located near the intersection of Jones Butler Road and Dowling Road. The purpose for the land exchange is to permit the future relocation of Jones Butler Road while continuing to accommodate the construction of a new electric sub-station and the expansion of the existing water facilities.

A motion was made by Council member Massey to approve **Resolution No. 5-22-08-07** awarding the sale, exchange or combination of approximately five acres of land owned by the City of College Station located near the intersection of Jones Butler Road and Dowling Road. Motion seconded by Council member Ruesink which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, McIlhaney, Stewart and Ruesink
AGAINST: None

At 8:33 pm, Mayor White stated that the City Council would convene into executive session pursuant to Section 551.087 of the Open Meetings Act to discuss economic development negotiations.

1. Hotel Conference Center

Council returned to open session. No action was taken.

Regular Agenda Item No. 8 -- Adjourn

Hearing no objections, Mayor White adjourned the meetings at 9:07 p.m. on Thursday, May 22, 2008.

PASSED and APPROVED this 12th day of June, 2008.

APPROVED:

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

June 12, 2008
Consent Agenda Item No. 2b
Second Reading Amending Atmos Franchise
to Include a Fee Increase

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

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

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

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

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

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

Attachments:

1. Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

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

To the Honorable Mayor and City Council:

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

Atmos Energy Corporation

By _____

Vice President, Mid-Tex Division

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

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

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

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

ORDINANCE NO. _____

Page 3

First Consideration and Approval: _____

Second Consideration and Approval: _____

Third Consideration and Approval: _____

June 12, 2008
Consent Agenda Item No. 2c
Delinquent Account Collections

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion regarding renewal of the contract for Delinquent Account Collections for Utilities, Municipal Court Fines/Fees, Ambulance Services and other miscellaneous revenue for an estimated annual expenditure of \$100,000 to McCreary, Veselka, Bragg & Allen, P.C.

Recommendation(s): Staff recommends approval of the renewal agreement for Delinquent Account Collections for Utilities, Municipal Court Fines/Fees, Ambulance Services and other miscellaneous revenue for an estimated annual expenditure of \$100,000 to McCreary, Veselka, Bragg & Allen, P.C

Summary: This contract is for collection services on delinquent accounts where an individual or entity owes monies to the City for utility services, emergency ambulance services, court fines/fees, or other services provided by the City. This renewal agreement allows a third party service provider (collection agency) to collect these delinquent fees on behalf of the City. The collection agency will receive 15% for delinquent ambulance services, utilities, and miscellaneous accounts collected; the collection agency will receive 30% for Municipal Court fines and fees imposed against unadjudicated offenses as provided by Article 103.0031 of the Code of Criminal Procedure.

Budget & Financial Summary: The City is not responsible for paying the collection fee unless the collection agency is successful in collecting from the delinquent party. It is projected that approximately \$600,000 will be collected by this collection agency over the next year which will result in approximately \$100,000 in collection fees for the next year.

Attachments:

1. Renewal Agreement with McCreary, Veselka, Bragg & Allen, P.C.

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 07-022 for Delinquent Account Collections, in an amount not to exceed One Hundred Thousand and no/100 (\$100,000) and all other terms and conditions previously agreed to and accepted.

I understand this renewal agreement will be for the period beginning May 1, 2008 through April 30, 2009. This is the first renewal term.

McCreary, Veselka, Bragg & Allen, P.C.

Shelburne J. Veselka
Shelburne J. Veselka

May 9, 2008
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

[Signature]
City Attorney

DATE

Chief Financial Officer

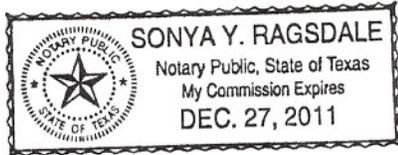
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Williamson

This instrument was acknowledged on the 9th day of May, 2008,
by Shelburne J. Veselka in his/her capacity as Vice-President of
McCreary, Veselka, Boyd & Allen, P.C.; a TEXAS Corporation, on behalf of said corporation.



[Signature]
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

June 12, 2008
Consent Agenda Item No. 2d
Interlocal Purchasing Agreement with Purchasing Solutions Alliance
(a program of the Brazos Valley Council of Governments)

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding an Interlocal Purchasing Agreement between the City of College Station and the Purchasing Solutions Alliance (PSA) (a program of the Brazos Valley Council of Governments) for the purpose of fulfilling the respective public and governmental purposes, needs, objectives and programs in the purchasing of supplies, equipment, and services.

Recommendation(s): Staff recommends approval of the Interlocal Purchasing Agreement with Purchasing Solutions Alliance.

Summary: This agreement would allow us to utilize contracts that have already been competitively solicited by PSA when in our best interest to do so.

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

Attachments: Interlocal Purchasing Agreement with Purchasing Solutions Alliance

Purchasing Solutions Alliance

a program of the Brazos Valley Council of Governments

INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Brazos Valley Council of Governments, hereinafter referred to as “BVCOG,” having its principal place of business at 3991 East 29th St., Bryan, Texas 77803, and the City of College Station, a home rule municipality created and operated to provide one or more governmental functions and services, hereinafter referred to as “Cooperative Member,” having its principal place of business at 1101 Texas Avenue, College Station, Texas 77840.

WHEREAS, BVCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, BVCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, BVCOG has instituted a cooperative purchasing program, hereinafter referred to as the “Purchasing Solutions Alliance” or “PSA,” under which it contracts with eligible entities under the Act; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on _____ (Date), and that it desires to contract with BVCOG on the terms set forth below;

NOW, THEREFORE, BVCOG and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member and BVCOG represents and warrants that it is eligible to contract with each other under the Act for the purposes recited herein, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

BVCOG and the Cooperative Member agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

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

ARTICLE 4: PERFORMANCE PERIOD

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 for one (1) year. 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 Article(s) 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member appoints BVCOG its true and lawful purchasing agent for the purchase of certain products and services through the Purchasing Solutions Alliance cooperative purchasing program. All purchases hereunder shall be in accordance with Texas statutes and procedures governing competitive bids and competitive proposals and in accordance with specifications and contract terms established by BVCOG, and at the prices available and published by BVCOG. Ownership (title) to products purchased through contracts awarded pursuant to the PSA program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall BVCOG have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through its PSA program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. BVCOG reserves the right to make changes in the scope of products and services offered through the PSA cooperative purchasing program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

BVCOG or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member and of BVCOG, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the responsible party.

ARTICLE 9: SEVERABILITY

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

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of

or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

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

ARTICLE 12: MISCELLANEOUS

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

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

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

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

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

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

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

Brazos Valley Council of Governments
Purchasing Solutions Alliance
3991 East 29th St.
Bryan, Texas 77802

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

Tom Wilkinson
BVCOG Executive Director

BY: _____
Mayor


Signature of Executive Director

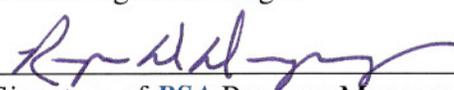
ATTEST: _____

Date: 5/14/08

City Secretary

Roger D. Dempsey
Attest: *PSA* Program Manager

APPROVED: _____

Attest: 
Signature of *PSA* Program Manager

City Manager

Date: 5/14/08


City Attorney

Chief Financial Officer

June 12, 2008
Consent Agenda Item No. 2e
Electronic Credit Card Processing and Merchant Account Services

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding a Service Contract with Payment Processing, Inc. for Electronic Credit Card Processing and Merchant Account Services for an initial three (3) year term with estimated banking fees and service charges not to exceed \$1,000,000 annually; and authorization for the City Manager to approve related Billing Schedules as needed from time to time.

Recommendation(s): Staff recommends approval of the contract for an initial term of three (3) years with two (2) additional one (1) year renewal options; and staff recommends Council delegate authority to the City Manager to approve Billing Schedules as needed.

Summary: In May 2002, Utility Billing began accepting credit cards for utility payments. Since that time, Council has approved Municipal Court, Police, Parks, Accounting, Planning & Development and BSWMA to accept credit card payments as well. We accept Visa, Mastercard and Discover. The City absorbs the banking and service fees related to accepting credit cards. The City receives a special billing schedule for municipal utilities. All other locations are on a separate billing schedule. The billing schedules are subject to change based on volume. The discounts rates would go up or down accordingly. Increased rates require 60 days notice; however, discounted rates could go into effect immediately. Staff is requesting that the City Manager be authorized to approve these billing schedules as needed from time to time during the term of the agreement.

Budget & Financial Summary: Banking and service fees for accepting credit cards are absorbed within each department that is taking them. Fees are proportional to the dollar volume of credit cards accepted. Following is the year-to-date gross receipts paid by credit card and corresponding fees by department through April 2008:

	YTD Gross Receipts	YTD Fees
Utility Billing	\$8,549,213	\$130,976
Municipal Court	\$ 943,557	\$ 21,783
Police	\$ 56,562	\$ 1,758
Parks	\$ 209,889	\$ 5,144
Acct/Planning & Dev	\$ 524,030	\$ 12,688
BWSWMA	\$ 35,203	\$ 2,085
Northgate	\$ 36,033	\$ 4,163

Attachments:

1. Service Contract available in City Secretary's Office

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and Payment Processing Inc., a California corporation (the "Contractor"), for the following work: a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services or the Terms and Conditions for the "Select Merchant Payment Card Processing Agreement" attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, that in any way conflicts with, differs from, or attempts to alter the terms of this Contract, unless otherwise expressly provided herein.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor in accordance with the rate schedule attached hereto as Exhibit "C" an amount not to exceed **One Million and no/100 Dollars (\$1,000,000.00)** ("Payment Threshold") per year for each year of the agreement. Contractor will submit an invoice to the City on or about the third (3rd) day of each month. City shall remit payment within seven(7) business days of receipt of invoice. A ten dollar (\$10.00) per day late fee shall accrue for each day payment is received beyond seven (7) business days of receipt of invoice. In the event that payments by the City to Contractor under the rate schedule exceed the Payment Threshold and a Change Order to increase the Payment Threshold is not approved by the City Manager and/or City Council, then all obligations of Contractor and its subcontractors (including but not limited to Paymentech) to provide services to City as set forth in this Agreement and under the "Select Merchant Payment Card Processing Agreement" and the Discover Merchant Services Agreement, if applicable, shall terminate after the Payment Threshold is met.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

CRC 02/21/07
Contract No. 08-092

This contract is of an on-going nature. The initial term of the agreement will be three (3) years. The contract will begin immediately upon approval by the City of College Station and continue for three (3) years. The City reserves the right to renew the contract for two (2) additional one (1) year terms upon written notice of the City to the Contractor and written agreement by the parties. Should the City fail to notify the Contractor of a renewal prior to the expiration date, the Contract shall remain effective on a month-to-month basis until a renewal is executed. At any time during the term of this Contract or at renewal, and upon written request to the Contractor, the City may review the rate schedule attached hereto as Exhibit C.

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

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

- OR -

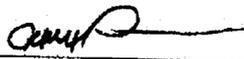
 B. It is further agreed that the Contractor (separately and collectively the "Indemnitor") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all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

regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City, which approval shall not be unreasonably withheld.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

PAYMENT PROCESSING, INC.

BY: 
 Printed Name: Jeffrey Dorman
 Title: General Counsel

5/28/08
 Date

CITY OF COLLEGE STATION

BY: _____
 Mayor

 Date

ATTEST:

 Connie Hooks, City Secretary

 Date

CRC 02/21/07
 Contract No. 08-092

APPROVED:

: _____
City Manager

Date

Carla A Robinson

City Attorney

Date

Chief Financial Officer

Date

EXHIBIT A
SCOPE OF SERVICES

PROPOSAL SUBMISSION From

PAYMENT PROCESSING INCORPORATED

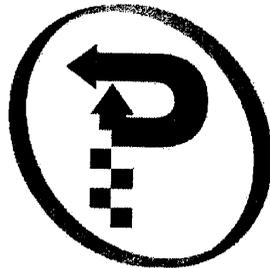
For

Merchant Banking Services and Payment Processing

For

The City of College Station

May 26, 2006



Payment Processing

INCORPORATED

TAB A

COMPANY OVERVIEW

Payment Processing, Inc. (PPI), is a privately held, employee-owned company incorporated in the state of California with headquarters offices at 8200 Central Avenue, Newark, CA 94560. It was founded in 1995 as an ICVerify Company, and was spun off in 1996 to become its own independent company. In addition to the home office, PPI has regional offices around the U.S. and Canada. All offices provide Client Services and Customer Support. The entire focus of PPI has always been to provide merchant services and remote payments online and we have been doing that for more than eleven years. PPI (www.paypros.com) is the industry leader in providing integrated payment processing solutions.

PPI provides software developers with a full range of services for integrating electronic payments including gateway services, integration support, merchant support and services, and PCI security assistance. Additionally, PPI provides software developers with the ability to substantially reducing their support costs for integrated payments.

PPI is an agent and partner of Paymentech L.P., a wholly owned subsidiary of JP Morgan Chase and First Data Corporation. Paymentech is the second largest independent processor in the United States. PPI is Paymentech's largest acquirer/independent sales organization.

Today, PPI is the most successful company in the world focused on integrated payment processing, supporting over 600 software developers and more than 12,000 merchants with efficient, cost-effective payment solutions. In 2005, PPI processed nearly \$3 billion in Visa® and MasterCard® payments and ranks in the top five independent acquirers.

Personnel and Offices

A) PPI has over 100 Employees:

- 1) Sales: 29
- 2) Marketing: 12
- 3) Client Implementation: 31
- 4) Risk: 6
- 5) Accounting: 10
- 6) Gateway: 11
- 7) Product: 9
- 8) MIS: 4
- 9) Executive Team: 6

B) Office Locations

1. Newark, CA
2. Cary, NC
3. Vancouver, BC
4. Whistler, BC

Please reference the attached Organizational Chart for an Overview of our Company.

Project Manager and Individuals working as a part of this engagement:

Function	Person	Title
Account Manager	Monica Maxwell	Relationship Manager
Technical Support	Aldwin Esoesta	Software Support Manager
Technical Support	Lauren Crawford	Terminal Support Manager
Sales Support	Cailin Steinbach	Sales Account Manager
Customer Service	Keisha Williams	Client Implementation Manager
Executive	Paul Guccione	Director Client Implementation and Support

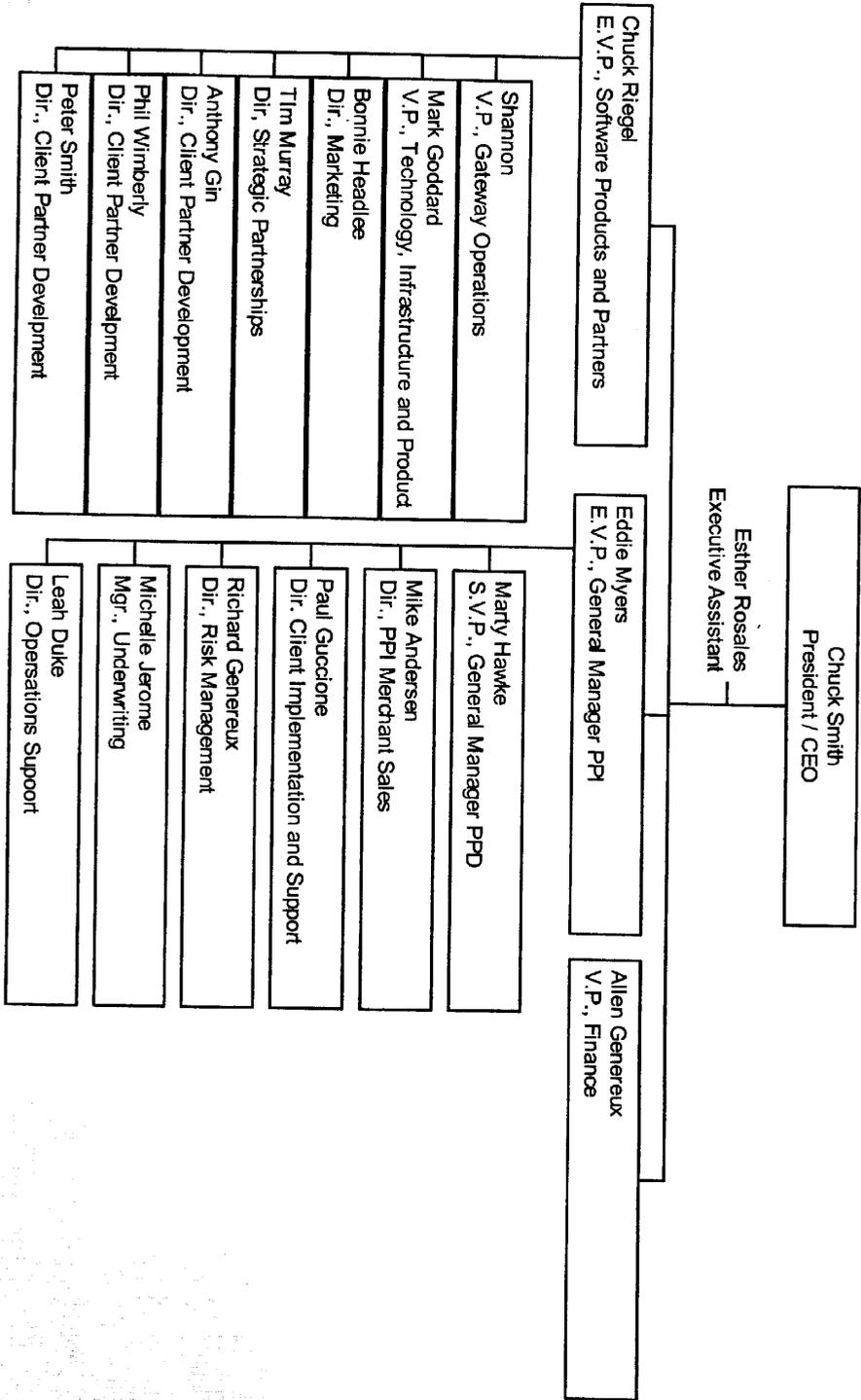
Monica Maxwell and Paul Guccione as well as other Executives of PPI have attached bios for your reference.

Company experience with Consulting Services:

We have been actively involved in working with Municipalities for over 10 years. We have extensive knowledge in all state mandated requirements. We comply with all card regulations and are CISP certified. Through our training and support we insure that our municipalities are in compliance with all requirements and regulations. And we further insure that all users are familiar with proper uses of the programs and equipment provided. Furthermore, quick reference guides are provided that have all necessary contact information for quick and easy access to whatever support may be needed. We have local support and 24/7/365 support through 2 national help desks available at all times.

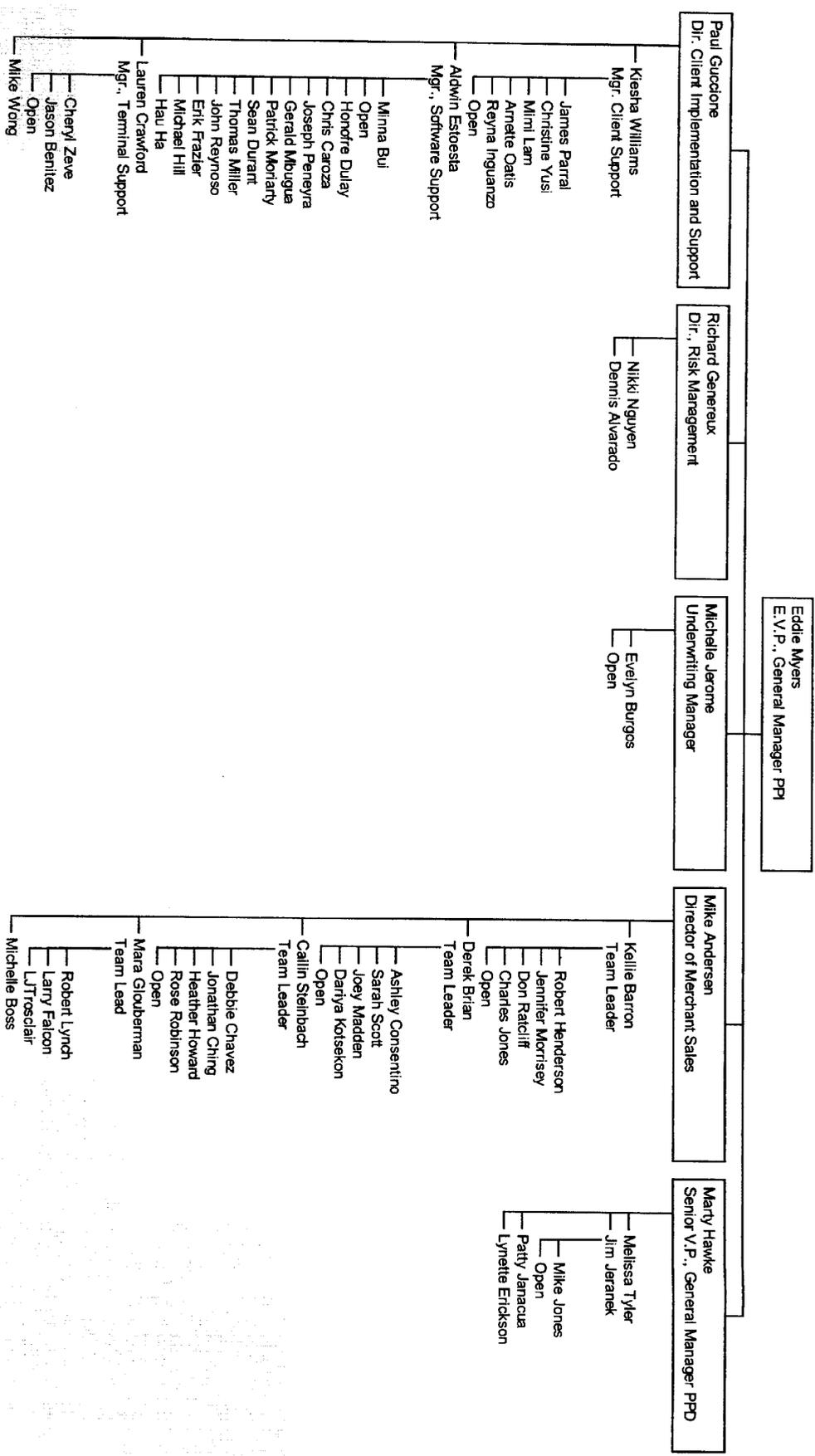
As part of our bid PPI has given three references in tab D for City of College Station. PPI has also been the provider of merchant banking services for credit card processing for the past 4 years for the City of College Station (Utilities, Police, Planning and Development, Accounting, Landfill, Central Park and Municipal Court.

PPI ORGANIZATION CHART





ORGANIZATION CHART



Monica Maxwell
Strategic Account Relationship Manager

Monica Maxwell is the Strategic Account Relationship Manager of Payment Processing, Inc. (PPI) and is responsible for managing communication flows for the top accounts of Payment Processing Inc. Her role is to be the constant voice of the customer regarding technical support, customer service and any other support related issues. She will proactively manage customer needs and make suggestions for improvement to existing services as the key contact for these accounts.

Monica Maxwell is a recent addition to PPI joining in April 2006. As PPI has grown over the last 10 years the executive team realized a need for more strategic relationship guidance for what we term our Platinum Customer Base. Prior to this, Monica has held several Account Management and Sales and Customer Service Management positions in the high tech and e-commerce sectors. She holds a Masters in Public Administration with an emphasis in Organizational Development.

Paul Guccione
Director, Client Services

Paul Guccione joined Payment Processing, Inc. (PPI) in January 2001 as Director, Client Services where he manages the Client Services Team responsible for all nationwide merchant technical support as well as partner development support. Client Services provides ongoing customer service, installation support and technical expertise for all partners and their merchants, ensuring new technology is integrated and the optimal merchant solution is in place.

Prior to PPI, Paul worked with BanCard Inc. in Boulder, Colorado. Serving as both the Manager of Telecommunications and Training, Paul developed extensive knowledge of all aspects of the Payments industry that serves him well in his current capacity.

Paul attended the University of Kansas and is currently furthering his education.

Chuck Smith
President & CEO, Payment Processing, Inc.

Chuck Smith is President and Chief Executive Officer of Payment Processing, Inc. (PPI). Chuck is responsible for driving PPI from a fledgling ICVerify start-up, funded by U.S. Venture Partners and Mohr-Davidow Ventures, into one of the industries top ten independent payment providers. Through his leadership, PPI has distinguished itself as a provider of customized payment processing solutions including PC-based POS systems, IP-based connectivity and transaction software integration.

Prior to founding PPI, Chuck served as Western Divisional Manager for BanCard, Inc. based in Boulder, CO., where he managed the ten western states. He is a twenty-one year industry veteran, considered one of the pioneers in PC-based transaction processing and an expert in merchant banking, security and transaction processing solutions.

Eddie Myers
Executive Vice President & General Manager

Mr. Eddie Myers joined Payment Processing, Inc. (PPI) in 2004 as Vice President & General Manager. His responsibilities include all ongoing infrastructure and personnel issues, both internal operations and administration as well as sales. In addition, a primary focus for Eddie is to fuel the continual expansion of PPI's solution suite.

Eddie comes to PPI from Paymentech where he held various sales and management positions over the last nine years. Most recently, Eddie led the Strategic Partner Channel where he was instrumental in establishing new partners, developing existing relationships and enhancing channel communications. Prior to Paymentech, he held various technical and marketing positions with Verifone and NDC.

Eddie is an active member of the Electronic Transaction Association (ETA) and sat on the Advisory Board for 2003-2004.

Allen Genereux
Vice President, Finance

Allen Genereux, joined Payment Processing, Inc. (PPI) as Corporate Controller in 1999 and was promoted to Vice President, Finance in November 2000. In his current role, he is responsible for the direction of all financial management, control and reporting activities for PPI as well as key human resources initiatives.

Allen has extensive experience with publicly held companies in various financial management positions as well as an external auditor. He was the International Accounting Manager of Thoratec Corporation and accounting manager for several retail companies in the San Francisco Bay area. Allen also spent two and a half years as a senior auditor with Ernst & Young.

Allen holds a Bachelor's Degree in Accounting from Golden Gate University and is a Certified Public Accountant.

Richard Genereux
Director, Risk Management

Richard Genereux is the Director, Risk Management for Payment Processing, Inc. (PPI) and is responsible for managing overall company risk from fraudulent transactions. His team monitors payment card transactions for indications of fraud and any violations of Association regulations and completes a risk review of all new processing applications. Merchant education and best practices proactively mitigate risk exposure for PPI and position Richard and his team as merchant advocates.

Richard joined PPI in March 2001 as a Risk Analyst and was promoted to Director in March 2002. Prior to this, he was with Merisel Inc, a computer re-seller as the Inventory Supervisor where his department broke previous accuracy records for the company.

Richard is a member of the International Association of Financial Crimes Investigators and the Merchant Acquiring Committee.

Schedule A legend

Authorization Fees- cost per transaction for Visa and Mastercard

Non-Bank-card authorization- Cost per transaction for cards other than Visa-Mastercard (Amex, Discover, Diner's Club, JCB, etc.)

Address Verification- On keyed transactions: cost per transaction to check customers address against their billing address of record.

Batch Settlement: cost per batch to settle all transactions in that batch

Voice authorization- cost per transaction when a merchant uses the touch-tone keypad on their telephone to obtain authorization. RARELY USED. Example: power outage.

Monthly Statement- fixed monthly service fee. Applied whether or not merchant chooses to receive statement.

Minimum Discount Fee- This means merchants either pay the discount amount (discount rate x total monthly volume), or if that amount comes out to less than \$25, they simply pay the \$25 minimum, (put simply...Merchants either pay the discount rate or the monthly minimum, whichever is greater-not both)

Pin Debit per item- Applies only to businesses that use pre-encrypted pin pads to accept pin-based debit (note: most POS softwares do not feature integrated, pin-based debit) . PPI's per transaction fee is in addition to the interchange fee charged directly by the debit network (ex: star, interlink). The interchange fees vary by network but generally come out to around \$.35 per transaction. Therefore if you add our \$.20 to the \$.35 interchange, each debit transaction costs roughly \$.55.

Chargeback fee- applies when a customer disputes a charge by calling their issuing bank- should be rare. This is NOT a refund. A refund only costs the customer a transaction fee.

ACH Reject fee- VERY RARE- When PPI goes to debit a merchant's checking account at the end of the month for the amounts they owe us in rates and fees, and there are insufficient funds to cover those fees, PPI reserves the right to charge this fee as a penalty. In the normal course of business, we do not enforce this fee, but rather call the merchant to investigate and if it turns out to be a simple oversight we have the merchant deposit those funds, so we can then attempt to re-debit.

Application Fee- This is a one-time fee deducted from the merchant's checking account at the end of their first month of processing to help cover the cost of underwriting and installing the new account.

Additional Location Fee- is an application fee charged when a merchant adds locations to their merchant account.

Online Reporting- This is a fee charged for merchants who opt to have access to detailed daily reporting by internet (in addition to the monthly paper statement)



Schedule A Billing Information

CorpName City of College Station DBA City of College Station-All Locations

Annual Visa/MasterCard Volume \$13,344,876 Average Ticket \$140.00

Qualified Discount Rate Visa: 0.25% MasterCard: 0.25%

Network Paymentech Dial Up Qualified Category Emerging Mkts (Retail 2/Merit III)

Terminal Authorization Fees Visa Authorization \$ 0.08 MasterCard Authorization \$ 0.08 Non-Bankcard Authorization \$ 0.10 Address Verification \$ - Batch Settlement \$ -	Interchange Pass-through All transactions will be billed at pass-through of interchange and assessments rates as determined by Visa and MasterCard. The Qualified Discount Rate above will be charged on all transactions.
Additional Services (enter your existing account numbers or check the services you would like to accept)	
American Express # _____ Diners # _____ <input type="checkbox"/> PIN-Debit* <input type="checkbox"/> ESA <input type="checkbox"/> Bank-Licensed 2.90% <input type="checkbox"/> EBT Discover # _____ JCB # _____ <input type="checkbox"/> Check Service <input type="checkbox"/> eSsi (\$25 Set-Up Fee) <input type="checkbox"/> Bank-Licensed 3.50%	
Miscellaneous Fees	
Voice Authorization \$ 1.50 Monthly Statement \$ - Minimum Discount \$ - PIN-Debit Per Item \$ 0.20 (+ network fees)* Assessments Visa 0.0925% MasterCard 0.095%	Chargeback \$ 15.00 ACH Reject \$ 25.00 Application Fee \$ - Additional Location Fee \$ - Online Reporting \$ - <input type="checkbox"/> Check here to decline online reporting
<small>*Additional network fees charged by individual debit networks will be passed through to merchant; pin-pad equipment required</small>	
Equipment (For PPI Use Only) PC Charge Pro Multi-User Version with Card Readers Nurit 2085	

For PPI to request an American Express Number on behalf of the merchant through the Amex ESA Program:
 By signing below, I/we represent that the information I/we have provided on the Application is complete and accurate and I/we authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I/we ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I/We understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express @ Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, I/we agree to be bound by the Terms and Conditions.

AMEX Volume _____ Rate/Monthly Fee No Change

Comments:

Merchant's Printed Name _____ Merchant Signature _____ Date _____

TAB C

Method of Approach Including Technical Approach and Understanding of the scope of the Project.

All authorizations are processed by Paymentech, the nations largest processor. All VISA/Mastercard regulations are strictly enforced. Typical authorizations times range from 10-15 seconds on terminals and averages 3 seconds using TCP/IP connectivity.

End of the day settlement is typically automated (via host capture) i.e. end-of- the day batch settlement is an automatic process. Since PPI is your current merchant processing agent we are set up with your municipalities with one or both of host and terminal capture. You can manually close batches at the end of the day or you can set the software to send off batches automatically.

Paper and online batch report information are available. Paymentech provides full on line reporting through ROL. Each of your offices can trace credit card sales by reconciling daily batch settlement reports, daily depository statements and daily cash receipt reports to complete the daily audit trail.

PPI credits gross revenues to your depository account on a daily basis and collects its fees monthly during the first week of the following month.

A monthly Paymentech credit card merchant statement sample and explanation is attached.

In addition to a toll free 24/7/365 Help Desk, PPI is the only submitter that maintains its own in-house technical support departments and provides first and second tier support for third-party application software, (City of College Station has a current relationship with Teleworks inc.,) credit card terminals, PC point-of-sale systems and Internet transaction gateway services (all which are currently integrated with seven municipalities within the City of College Station). PPI also provides the latest state of the art connectivity options.

PPI operates a centralized service center and has a 24/7/365 help. Merchants are encouraged to contact PPI for Administrative or Technical Support in processing a transaction, preparing an end of the day batch or reconciling daily on-line reports or monthly printed transaction statements with bank depository statements.

Credit Card Processing

Credit cards may be accepted in person, by mail or phone or over the internet. In a transaction where the customer hands the credit card to the clerk, the clerk would swipe the card through the terminal or card reader. This immediately scans the account information and determines within 3 to 15 seconds whether the card has enough credit available to authorize the transaction. If it is authorized, the authorization is held within the terminal until the end of the day batching process. This batching process may be automatic happening once every 24 hours or it may be done manually at the discretion of the clerk.

If the card is received over the phone or by mail (or if the magnetic stripe is not able to be scanned in a live transaction), the clerk key-enters the credit card account number, expiration date and any address verification piece required by the system to obtain the best possible rate. The authorization is then provided and the information is stored until the batching process described above.

Internet transactions are received via the transaction gateway, which provides an authorization when the cardholder enters the card information on the cardholder's computer. When the authorization arrives at the city processing point the clerk knows that the card is valid. Again the authorization is held until the time of the batching process.

PPI is able to process all credit cards including Visa, Mastercard, American Express, Discover, Diners, Carte Blanche and JCB.

PPI allows the acceptance of all types of Debit Cards depending on the processing equipment. Online Debit Cards (true debit cards without a Visa or Mastercard logo) can only be accepted in person since the card holder must enter a PIN (Personal Identification Number) into a pin pad. The method of processing must also allow for the acceptance of the PIN number. Not all terminals allow this. Offline Debit Cards (debit cards with Visa or Mastercard holograms) can always be accepted since they will process as a regular credit card. PPI fully supports all Debit Networks.

All transactions whether credit card or debit card are electronically credited to the City's account within 48 business hours of the transaction and 72 business hours for internet transactions. Paper copy documentation is not required.

The City of College Station municipalities that are currently integrated with PPI have the capability of pulling reports directly from the systems with which they are working.

Your Statement Defined Your merchant services financial statement is now available electronically, and it features even more functionality than you're used to with Paymentech. Using a simple, concise format, our electronic statement design will be divided into the following sections.

Section 1: Cover Page

This section displays the merchant's address and processing information. While this page won't contain any financial information, it features a section for messages to notify you of important service and account information. This page also includes the customer service number for assistance with processing needs and questions.

- 1 Merchant provider's return address.
- 2 Merchant's name and current mailing address.
- 3 The customer service phone number for statement-related questions.
- 4 Merchant-specific information, including the merchant number, the statement period and the merchant's bank accounts.
- 5 Message area containing important service announcements and account information.

Section 2: Deposit Summary

This section provides a comprehensive view of your account activity broken down by card type, including all card type transactions you accepted and processed during the statement period, as well as any financial adjustments made to your deposits.

- 6 The date the transactions were processed.
- 7 The number of transactions per batch submitted for processing.
- 8 The net dollar amount (Sales minus Returns) of each batch submitted.
- 9 The dollar amount of the transactions that were rejected and not processed during posting.
- 10 The total deposit amount less any deposit adjustments.
- 11 The net dollar amount of card types funded by Paymentech.
- 12 The total net dollars detailed by card type.
- 13 A grand total of all activity during the statement period.
- 14 The most current bank account number used for funding deposits.

Section 3: Credit Card Summary

The Credit Card Summary provides a detailed breakdown of your sales by card type. You can analyze sales and returns, as well as sales volumes, item counts and average ticket.

- 15 Lists the various card types you currently accept.
- 16 Lists the total number of sales transactions by card type during the statement period.
- 17 Indicates the total dollar amount of sales transactions by card type during the statement period.
- 18 Displays the total number of credit transactions (Returns) by card type during the statement period.
- 19 Displays the total dollar amount of credit transactions (Returns) by card type during the statement period.
- 20 Lists the total number of transactions (Sales and Returns) processed by card type during the statement period.
- 21 Summarizes the total dollar amount processed by card type (Sales less Credits) during the statement period.
- 22 Calculates the net total and divides it by the total number of items for the same card type.
- 23 Total dollar amount of all credit card activity processed during the statement period.

Section 4: Chargebacks and Reversals

This section lists and summarizes the chargebacks and reversals for your statement period.

- 24 Date the chargeback or reversal was processed to your bank account.
- 25 Indicates the reason for the chargeback or reversal.
- 26 Total number of chargebacks or reversals for the processing date.
- 27 The dollar amount of the respective chargeback or reversal.
- 28 Total of all of the chargebacks by item and amount for the statement period.
- 29 Total of all of the reversals by item and amount for the statement period.
- 30 The bank account used for chargebacks and reversals.

Section 5: Financial Adjustments

This section displays and itemizes miscellaneous financial adjustments processed during the statement period based on date and description.

- 31 Date the adjustment was processed to the merchant's bank account.
- 32 Detailed description of the adjustment.
- 33 Total number of adjustment items on a processed date.
- 34 Dollar amount of the adjustment on a given date.
- 35 Total of the adjustment items and dollar amounts for the statement period.
- 36 Bank account number: the bank account used for adjustments.

Section 6: Charges and Fees

(Pass Thru represented below)

The Charges and Fees section of your merchant statement details the fees that were calculated and assessed during the current statement cycle. (Fees are listed and summarized based on your merchant pricing strategy, therefore this information may vary slightly from the merchant statement copy that you actually receive.)

- 37 Total net sales amount used to calculate fees.
- 38 Total number of transactions used to calculate fees, where applicable.
- 39 Percentage rate assigned to a particular qualification level that's used in conjunction with the Sales Amount to calculate the Amount Charged.
- 40 Represents a fee assigned and is used in conjunction with the Item Count to calculate the Amount Charged.
- 41 Represents the amount assessed based on the Sales Amount and/or the Items multiplied by the Rate and Item Charge.
- 42 Total processing fees incurred during the statement period.
- 43 Total of all charges and fees included in this statement period.
- 44 The most current merchant bank account number used to bill the applicable fees.

Making a Statement We know your time is valuable, so we've designed our merchant services financial statement with you in mind. Our electronic statement will help you access the information you need in as little time as possible. We're committed to providing you innovative payment processing solutions, and we believe our design makes a great statement.

TAB D

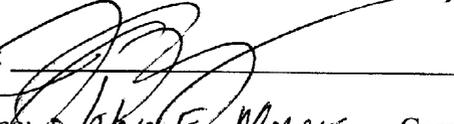
References

The following are three references for three governmental agencies or regional districts.

- 1) City of Alameda, CA 2263 Santa Clara Street Alameda, CA 94501 Contact: Michelle Gitmed Telephone: 510 748-4586 Fax: 510 747-4010 Email: mgitmed@ciialameda.ca.us Project Description: Electronic payment processing for online building permits using integrated software and the Verisign Transaction Gateway.
- 2) Shasta County, CA (Department Resource Management) 1855 Placer Street-Suite 200 Redding, CA 96001 Contact: Veronica Charles Telephone: 530 245-6762 Fax: 530 225-5413 Email cschlosser@co.shasta.ca.us Project Description: Electronic payment processing for online building permits using integrated software and the Verisign Gateway.
- 3) Horry Electric, Horry, South Carolina Of the 20 electric cooperatives in South Carolina, Horry is the fourth largest. Since 2002, Horry County and Horry Electric have experienced tremendous growth, making them #1 in terms of annual meter growth. Street Address 2774 Cultra Rd., Conway, SC Telephone: 843 369-2211 Fax: 843 369-6040 email dannyshelley@horryelectric.com Project Description: Utility billing for electric, gas, water and sanitary using integrated software and the Verisign Gateway.

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: EVP. General Manager

Typed Name: John E. Myers Company Name: Payment Processing, Inc.

Phone No.: 50-795-3620 Fax No.: 510-795-2299

Email: emyers@paypros.com

Bid Address: 8200 Central Ave Newark CA 94560
P.O. Box or Street City State Zip

Order Address: Same
P.O. Box or Street City State Zip

Remit Address: Same
P.O. Box or Street City State Zip

Federal Tax ID No.: 94-3263952

Date: 5/25/2006

END OF RFP #06-104

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2006

PRODUCER

Kappauf Insurance Agency
 1908 S El Camino Real
 San Clemente, CA 92672
 (949) 492-1930

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

INSURED

PAYMENT PROCESSING INC

8200 CENTRAL AVENUE
 NEWARK, CA 94560
 800 774 6462

INSURERS AFFORDING COVERAGE

NAIC #

 INSURER A: **THE HARTFORD**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72 UUN TQ0832	12-18-05	12-18-06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALLOWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	72 UUN TQ0832	12-18-05	12-18-06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	72 RHU TQ0369	12-18-05	12-18-06	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER BUSINESS PROPERTY COMPUTERS AND MEDIA COVERAGE	72 UUN TQ0832	12-18-05	12-18-06	\$705,000

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

CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON GENERAL LIABILITY POLICY

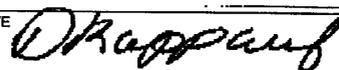
CERTIFICATE HOLDER

CITY OF COLLEGE STATION, TEXAS
 attn: RISK MANAGEMENT
 P.O. BOX
 COLLEGE STATION, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
07/01/2005

PRODUCER
Doug Jones c/o Cedar Hill Insurance Agency
8800 E. Chaparral Rd, Suite 230
Scottsdale, AZ 85250

INSURED
Judy Madrigal & Associates, Inc. Labor Contractor, for leased workers to:
Payment Processing, Inc.
2000 Alameda de las Pulgas Suite 275
San Mateo, CA 94403

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRG. <input type="checkbox"/> URC. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 38-04-856-00	07/01/2005	07/01/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		Location Coverage Period:	07/01/2005	07/01/2006	Certificate#: 05CA049597885 Client#: 007500

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

Coverage is provided for only those employees leased to but not subcontractors of: **Payment Processing, Inc.**
4585 Eggers Drive
Fremont, CA 94536

CERTIFICATE HOLDER

Payment Processing, Inc.
4585 Eggers Drive
Fremont, CA 94536

CANCELLATION

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

AUTHORIZED REPRESENTATIVE *[Signature]*

Retrieval and Chargeback Information:

The dispute process and procedures for both cardholders and merchants.

Cardholder:

- 1) Disputes transaction
- 2) Contacts card issuer with disputed information
- 3) Card issuer reviews transaction and if appropriate; returns transaction to merchant bank
- 4) Merchant acquiring bank receives chargeback and forwards to merchant

Merchant:

- 1) Receives chargeback/retrieval request
- 2) Merchant forwards requested information to merchant acquiring bank's chargeback Department
- 3) Card issuer receives information and either re-posts sale to cardholders account, or finds in favor of the cardholder
- 4) Cardholder receives information resolving dispute; they are either re-billed or receives credit

NOTE: If dispute is found in favor of the cardholder; merchant will lose the disputed funds and be charged a \$15 chargeback fee.

The request for information process, including notification and response options, and the required turnaround time.

Notification to the merchant is done either by US Mail or fax

If the merchant agrees that the chargeback is valid, no response is needed.

If the merchant disagrees; any documentation pertaining to the chargeback (signed receipts, proof of delivery, signed statements authorizing the transaction) should be sent by US Mail or fax

Retrieval requests should be responded to by due date listed, approximately 12 days.

Percentage of rulings in favor of the merchant or cardholder

On swiped transactions, if the merchant has a signed receipt, the merchant will be at an advantage a majority of the time on fraud/counterfeit transactions. For service or product issues; the cardholder would likely prevail.

On card-not-present transactions; the merchant could win the dispute if they received positive AVS/CVV responses as well as a signed proof of delivery. Without these, the merchant would lose the majority of cases.

Appeal process for a chargeback. The frequency of Chargebacks being reversed.

Chargebacks can be appealed thru the acquiring bank's chargeback department; but there are various appeal fees that need to be posted. If the merchant loses the appeal; then these fees are lost. The fees could total up to several hundred dollars.

NOTE: Fees for Chargebacks are debited separately from the depository account.

Security and Disaster Recovery

Outline the security measures in place for the protection of data transmitted for processing.

All card data submitted for processing is secured in transit using secure sockets layer (SSL) encryption technology using a 128 bit session key.

Describe the security measures used to prevent unauthorized use access to either the system or the data.

All local and remote system access to web, application and database servers are authenticated against a role based access control system that enforces least privilege necessary to carry out a task. In order to obtain authorized access, an operator must use a uniquely assigned ID, a strong password and two factors of authentication. All systems access is logged for both success and failures and is audited on a periodic basis. Automated system integrity monitors flag attempted login failures and generate email alerts which the operations team regularly reviews.

Describe back up and/or redundant systems

MIS performs full systems state backups for all core servers on the network nightly using a two SONY AIT-3 LIB 81 tape libraries. Weekly and monthly tape archives of all core servers are stored off site utilizing the 3rd party service provider, Iron Mountain.

Describe security measures used to protect Internet transactions

In addition to SSL protection of transmitted card data, each system is configured behind a firewall using security packet analysis with the necessary access control filters to deny all network traffic except that which is expressly permitted for transactions. All denied traffic is logged and reviewed by the security operations team and correlated with a network intrusion detection system. All systems are engineered and annually audited by an independent data security company to be compliant with the PCI data security standard.

Describe Disaster Recovery Plan should a catastrophic event occur

PPI is currently establishing a Disaster Recovery / Collocation site in Denver Colorado. This will be established using VMWare GSX servers, EMC's Double take and EMC File replication technologies to establish a warm standby network. This site will also maintain Active standby web and SQL servers. VPN tunnels and Citrix connections will be used to distribute services to corporate staff in the event of a catastrophic failure of the Newark Site.

The current project completion date for this project is set for the forth quarter of 2006.

Provide for Modem back up capability in the event of an Internet Outage

PPI is currently integrated with seven of the City of College Station Municipalities. Each of those locations has a Nurit 2085 system and can be used as a back up in case of an internet outage (except for the Police municipality).

Reporting Information

Daily and/or monthly reconciliation reports available to the merchant

Monthly statements are mailed on the 3rd of every month. They show a daily summary of funding for the month, batch and deposit amounts, and fee details. They can also be accessed through the online reporting tool Resource On Line.

Report availability via the Internet, PC access, or online method

Resource On Line is an online reporting tool that provides access to all transaction details, including batch details, transaction lists by date range, card number searches, chargeback information, and merchant statements. Batch and transaction information can be downloaded into Excel. This is a back end tool, which means there is a 2 to 3 day delay from settlement time to when the transaction information is available online.

Reports from a previous period, or a specific time frame Length of time reporting is stored in the system.

Reports are available in Global Access Advantage for 6 months. Statements are available for 1 year. Customer service can provide transaction reports going back 6 months, statements for 1 year.

Merchants capability of maintaining historical information regarding sales, refunds and chargebacks in a database for access.

Individual transaction information including sales and refunds, and chargeback information are available in Resource on Line for 6 months. Statements are available for 1 year. Customer service can provide individual transaction information including sales and refunds, and chargeback information for 6 months, statements for 1 year.

Application and Interface

PPI delivers a complete suite of products and services and then supports your integration with hands-on testing, configuration and installation support. PPI is the current credit card merchant service provider for City of College Station. PPI has a partnership with Tele-Works to provide online services for Utility Services which uses Authorize.net and Municipal Court which uses an Orbital gateway.

Below are the current installations and applications at the seven municipalities:

Utility – Nurit 2085 terminals and PC Charge Software as well as a web enabled Authorize.net integrated by Tele-works.

Municipal Court – PC Charge and an Orbital Gateway integrated by Tele-works

Police – PC Charge (recommend back up terminal)

Planning and Development – PC Charge and Nurit 2085 terminals

Accounting – PC Charge and Nurit 2085 terminal

Landfill – PC Charge and Nurit 2085 terminal

Central Park – PC Charge and Nurit 2085 terminal

PPI is currently testing PPI Paymover as a replacement for PC Charge applications at all locations. The cost for replacement on a Nurit terminal is \$125 if the terminal is older than one year. There is no cost if the terminal is less than a year old.



Payment Processing
INCORPORATED

SPS Check Processing Services – Proposal for City of College Station

Date: 5/26/06

Product: SPS Paper Check

Situation: Check Verification or Check Guarantee (even if check is bad, merchant is paid given they have followed check acceptance procedures). Merchant is required to physically deposit check(s) to the bank. Additional service is available to convert paper check into an electronic version which would eliminate physical check deposits.

Services: Check Verification or Check Guarantee service. Optional Electronic Check Conversion as an additional service.

Equipment: Magtek-Mini Micr RS232 with Cable required for Verification or Guarantee only (\$295.00 each). RDM 5004i-Serial Port-Check Imager (\$539.00 each) replaces Magtek-Mini Micr Reader when Electronic Check conversion is requested.

Features: Merchants will run paper check through a check reader. The check writer's data will be sent to a database for verification or guarantee.

Pricing:	Verification	Guarantee
	\$0.11 per item	Per Item Transaction Fee: Greater of %* or \$0.50 per transaction (whichever is greater) + \$0.11 per item <i>*Percentage Fee – Listed Below</i>
		Court Fines/Fees = 1.0%
		Park Registration = 0.8%
		Landfill Dumping = 1.0%
		Permits & Fees = 0.9%
		(No guarantee available for bail bonds or receivables)
	Monthly Minimum: \$15.00 per location	Monthly Minimum: \$25.00 per location
	General Fees:	
	Monthly	\$ 5.95
	Operator Assisted Call	\$ 0.75
	Application/Set-Up	\$ 75.00 1 st location/ \$50.00 each additional location

Electronic Check Conversion: In addition to above fees, \$0.30 per item will apply.

Contracts: SPS Service Agreements required. Please note that similar to the acquiring credit card environment and given the merchant liability associated with electronic funds transfers we are requiring personal guaranties as well as the right to secure investigative credit reports during our underwriting process.

Incoming applications MUST be submitted to PPI Implementation and Support, for set up and installation.

Support: PPI Support & Implementation will handle initial set up and tier 1 support questions. Escalated and After-Hours support via SPS helps Desk: 1-888-243-5249 (1-888-Chekbiz) or customerservice@securepaymentsystems.com

SECURE PAYMENT SYSTEMS™ Service Agreement

MID _____

The undersigned ("Subscriber") hereby engages Secure Payment Systems ("SPS") to act as its agent for the sole purpose of providing check authorization services in accordance with this Warranty Agreement ("Agreement") in order to assist Subscriber with the origination and acceptance of Check transactions.

SERVICE PROVIDED TO: (please show additional locations separately) DBA: _____ # Yrs in Business ____ Phone Number: () _____ Fax #: () _____ Address: _____ City/State/Zip: _____ Contact Name: _____	BILL TO: DBA: _____ # Yrs in Business ____ Phone Number: () _____ Fax #: () _____ Address: _____ City/State/Zip: _____ Contact Name: _____
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ISO / BANK _____	NETWORK: _____ (Buypass, Paymentech, Vital, Mapp, etc.)
TERMINAL TYPE: Verifone ___ Hypercom ___ Thales ___ Nurit ___ Ingenico ___ PC Software (specify) _____ (N)ew / (R)eprogram ___	
TERMINAL MODEL: _____ (Example: Zon XL, Tranz 330, Tranz 380 x 2, T7P, CM3000, Elite 712, Talento, 2085+)	
CHECKREADER: Y ___ N ___ Type: Magtek ___ Ingenico 431/2500 ___ CM3000 ___ Ver CR600 ___ Imager Model _____ (N)ew / (R)eprogram ___	

SPS EQUIP / SOFTWARE ORDERED: _____ BUY \$ _____ or RENT \$ _____ / mo
 _____ BUY \$ _____ or RENT \$ _____ / mo

SERVICES: (1) ___ **WARRANTY ONLY** _____ All Checks ___ or Adverse Selection ___ Est. Auth Vol / month \$ _____ Avg Chk \$ _____
 Maximum Check Limit \$ _____ Claim Reimbursement By: ACH ___ Check ___
 or (2) ___ **VERIFICATION ONLY** (No Guarantee Provided)

SERVICE FEES:

Warranty Fee: greater of _____ % or \$.50 per transaction + \$.11 per electronic inquiry (except for the month of December whose warranty rate is increased by 0.18%)	Monthly Minimum: \$25.00 / Location (Guarantee)
Verification Fee: (non-guarantee) \$ _____ per transaction + \$.11 per electronic inquiry	Monthly Minimum: \$15.00 / Location (Verification)
General Fees: \$ _____ Statement Fee Operator Assisted Call: \$.75 Application / Set-Up: First Location \$ _____ + Each Add-On Location \$ _____	

ACH ACCOUNT INFORMATION: (please include copy of business check)

Subscriber Financial Institution: _____	City / State: _____
Subscriber ABA Transit Number: _____	Subscriber Account Number: _____

On the 10th of each month (or the preceding Friday if the 10th is a Saturday / Sunday or bank holiday Monday) Subscriber authorizes its Financial Institution to charge Subscriber's account and pay SPS by electronic funds transfer the total amount due in Subscriber's monthly invoice. Subscriber agrees that only if the invoice total exceeds the monthly minimum shall SPS need to mail a physical invoice to Subscriber (unless Subscriber requests otherwise). All invoices shall be mailed prior to the actual date of funds transfer. Subscriber agrees that this electronic debit authorization shall remain in effect until revoked in writing.

The following Addenda are a part of this Agreement: E Check ___ Motor Vehicle Payday ___ Retail Payday ___ Gift Card Svc ___ COD / Mail Order ___

AGREEMENT: This Agreement includes all of the terms and conditions on the reverse side (or if not on the reverse then on a separate sheet) and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original.

Accepted By:

Subscriber Signature _____	Date _____	Authorized Signature for ACH debit _____	Date _____
Printed Name _____	Title _____	Printed Name _____	Title _____
Credit Card Processor MID # _____	Salesperson # _____	Sales Representative Name _____	Approved SPS Management _____

SECURE payment systems
SPSnet™ ELECTRONIC FUNDS TRANSFER AGREEMENT MID # _____

By this Electronic Funds Transfer Agreement ("Agreement"), between Secure Payment Systems, Inc. ("SPS") and the undersigned ("Subscriber"), having a Federal Tax ID # _____ the parties mutually agree to the following:

A. Electronic Transactions - This Agreement is effective on the later of _____, 200__ or the effective date of the Agreement and applies only to the location whose designated depository account is shown below for which WEB initiated electronic transactions are transmitted by Subscriber for the initiation of ACH debits to consumer and business demand deposit accounts resulting from legitimate business transactions conducted in compliance with all local, state, federal, and Uniform Commercial Code statutes.

SERVICE PROVIDED TO: CORP ___ SOLE PROP ___ PARTNERSHIP ___	BILL TO:
DBA: _____ # Yrs in Business _____	DBA: _____ # Yrs in Business _____
Phone Number: () _____ Fax # () _____	Phone Number: () _____ Fax # () _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Applicant Name: _____ SSN # _____	Contact Name: _____

- B. Fees** - Subscriber agrees to be debited electronically for fees due SPS on or about the 10th of each month for services rendered the previous month:
- | | |
|---|---|
| 1) \$ 0.25 for each electronic debit or credit initiated by SPS. | 2) \$ 0.30 per electronic return (charge back) processed by SPS |
| 3) \$ 25.00 for a monthly minimum processing fee (comprised of B.1) | 4) \$ 95.00 for the SPS one-time WEB server license fee. |
| 5) \$ 10.00 per month flat fee for a recurring WEB server gateway fee | 6) % _____ per item for the SPS "guarantee" service option
(Please see "Addendum A - Warranty Exclusions") |

C. Designated Depository Account

Bank Name _____	City _____	State _____	Contact _____	Phone _____
Bank Routing/Transit # _____	Bank Account # _____			

D. Business Credit References

Business Name (1) _____	Contact _____	Title _____	Phone # _____
Business Name (2) _____	Contact _____	Title _____	Phone # _____

E. Estimated Transaction / Batch Submission Volumes	a. Maximum individual transaction \$ _____	b. Maximum # transactions / day _____
c. Maximum total \$ per day \$ _____	e. Maximum total \$ per week \$ _____	f. Maximum total \$ per month \$ _____

F. Reserve Account - Subscriber agrees to maintain a "reserve" account by providing SPS with \$ _____ as a deposit against Subscriber default during the term of the Agreement. Upon termination Subscriber shall be entitled to a full and prompt refund of the deposit provided all fees, charge backs, penalties (if any), and service charges have been successfully debited against Subscriber's designated depository account.

AGREEMENT

By signature below, Subscriber hereby authorizes its financial institution to accept and process credits and debits initiated by SPS or its Originating Depository Financial Institution on the above designated depository account. Subscriber understands that this authorization shall remain in effect unless revoked in writing, but that Subscriber may not revoke such authorization during any period that electronic transactions are being cleared by SPS, nor for a period of 60 days following electronic transmission of a final batch transmission. Subscriber understands that Subscriber must notify SPS of any change in (a) ownership or (b) designated depository account and that absent sufficient, advance written notice amounts credited or debited to Subscriber subsequent to any such change may be subsequently held by SPS until a determination is made regarding true and correct ownership of the transaction Entries in question. In connection with this application and approval thereof, Subscriber, and the guarantors below, collectively by their signatures hereto, authorize SPS or its agents to procure investigative consumer reports and understand that such reports may contain information about financial stability, background, character, and personal reputation.

This Agreement includes all of the terms and conditions on the reverse side (or if not on the reverse then on a separate sheet) and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original.

Accepted By:

Subscriber Signature _____	Date _____	Authorized Signature for ACH debit _____	Date _____
Printed Name _____	Title _____	Printed Name _____	Title _____

PERSONAL GUARANTY - The undersigned jointly and severally, hereby unconditionally guaranty, without deduction or diminution by reason of Counterclaim, offset, or defense, and in accordance with all terms and conditions, the prompt and complete payment and performance of the Agreement including any and all modifications, addendums, and amendments thereof. The undersigned warrant and guaranty that the Agreement has been properly executed, and agree that this guaranty shall be of full force and effect irrespective of any invalidity or unenforceability of the Agreement or any provisions thereof. The undersigned hereby waive notice of acceptance hereof, all notices of any kind to which we may be entitled, and all defenses of a guarantor or surety. The obligation and liability of each of the undersigned is direct, continuing, and unconditional, and SPS shall not be required to proceed against Subscriber or resort to any other right, remedy or security before proceeding against the undersigned under this guaranty. Service may be affected over the Guarantor by service on Subscriber and mailing of the summons and complaint by SPS to Subscriber. Subscriber and any guarantor hereby waive any and all rights to a trial by jury and agree to the venue and jurisdiction of any court SPS may choose. The undersigned warrant that they have read the Agreement that is hereby ratified and confirmed, and agree that only the full payment and performance of the Agreement can discharge the undersigned's liability hereunder.

Guarantor's Signature _____	Guarantor's Signature _____
Guarantor's Printed Name _____	Guarantor's Printed Name _____
Social Security Number _____	Social Security Number _____
Witnessed By: _____	Witnessed By: _____

SPS Representative Name _____	Salesperson # _____	Approved SPS Mgmt Signature _____
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Not valid and binding until approved by an Authorized Manager of Secure Payment Systems

- (a) "Entry" means any order or request complying with the requirements of the Operating Rules of the National Automated Clearing House Association ("NACHA") for (i) the deposit of money to the deposit account of a Receiver ("Credit Entry"), (ii) for the payment of money from the deposit account of a Receiver ("Debit Entry"), (iii) for a zero dollar entry, and (iv) for a DNE or ENR entry (as defined in the NACHA Rules) which in any such case is transmitted via the ACH network.
- (b) "Charge back" means any electronic debit returned for non-payment by the maker's financial institution for which a warranty is not being honored by SPS due to an exclusion hereunder.
- (c) "Designated Depository Account" means that financial depository account of Subscriber to which SPS will credit electronic check transaction data and from which SPS will debit amounts due for fees, Charge backs, and penalties, if any.

1. Term, Termination and Amendment: This Agreement is effective upon its acceptance by SPS in San Diego, California, and shall remain in effect for an initial period of 3 months and thereafter shall automatically renew for successive 3 month terms unless terminated as provided for herein. Either party may terminate this Agreement as of the end of the then-current period by giving written notice at least 30 days prior to the end of that period. These terms and conditions, plus any addenda, including rates and fees, may be amended from time to time by SPS by providing Subscriber written notice. Except as set forth in paragraph 2, such amendments shall be effective 30 days from mailing. Subscriber may terminate this Agreement as of the effective date of any change in rates or fees upon written notice to SPS. Except as specifically provided for herein, this Agreement may not be modified or amended except by written mutual agreement.

2. Fees and Rates: Subscriber shall pay SPS within 10 days of receipt of monthly invoices at the fees and rates set herein, as they may be amended from time to time, plus all applicable taxes. If the charges for Subscriber's debit entries, debit returns, and warranty fees are less than the monthly minimum fee, then the minimum shall apply. SPS reserves the right to change at its discretion, by giving notice to Subscriber, the fees and rates set forth herein as they may be amended from time to time.

3. Payment: All fees are due and payable upon receipt. An invoice whose full payment is not posted prior to the 1st of the next month will incur a late fee of 1 1/2% (or the legal limit) of the unpaid balance that will be added to the subsequent invoice. Without prejudice to its rights in paragraph 1, SPS reserves the right to suspend its performance to Subscriber during any period in which Subscriber's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of SPS's rights of suspension and termination. Any delinquent fees or other amounts not paid when due may be debited against amounts owed Subscriber by SPS under this or any other agreement between Subscriber and SPS.

4. Authorization - Subscriber agrees that it will only request SPS to initiate debits for services requested by and provided to Customers of Subscriber which are made in accordance with Automated Clearing House rules and regulations. These rules and regulations stipulate that an initiator of an electronic debit may only do so when the Customer has given expressed written authorization for a stipulated amount and frequency. Such authorization shall either (a) be stored by Subscriber in electronic digital, retrievable media, (b) be stored by Subscriber in oral retrievable media, or (c) be transmitted by the Customer to Subscriber in a format provided by SPS prior to any such electronic debit being initiated and shall be delivered to SPS prior to any such request for electronic debit via (1) fax transmission or (2) electronic mail with image attachment or (3) first class U.S. mail. Subscriber shall deliver to SPS such authorization within 3 business days of when so requested.

5. Charge Backs / Reserve Account / Right of Offset - Unless a warranty service is being provided by SPS and such warranty is not excluded by the terms of Addendum A - Warranty Exclusions, Subscriber otherwise agrees that an electronic debit that fails to post ("charge back") against a Customer account shall be the sole responsibility and liability of Subscriber. Such liability shall include administrative fees, if any, assessed for handling electronic returns. Subscriber agrees that SPS may debit Subscriber's financial account for (a) service fees as noted below and (b) charge backs against which Subscriber had already received credit. In the event Subscriber's financial account is overdrawn, then the service fees and sum of such charge backs shall, at the discretion of SPS, be either debited against any future sums due Subscriber by SPS or in the alternative, be offset against a Subscriber "reserve" account. Subscriber agrees that SPS shall have no obligation to either credit Subscriber or debit Customer accounts on behalf of Subscriber during any period in which Subscriber is in default, including but not limited to Subscriber being in an overdrawn position against which SPS cannot recover fees due it for services as provided herein.

6. Performance and Conditions of Service

6.1 SPS agrees to provide the Service to Subscriber in accordance with (a) the terms and conditions of this Agreement, and (b) the Operating Rules of the National Automated Clearing House Association ("NACHA") as currently in effect, including without limitation, all schedules, exhibits and appendices as may be attached thereto, as the same may hereafter be amended, modified, added to or substituted, or any successor rules or regulations adopted by NACHA governing the transmission of Entries through the ACH Network (the "NACHA Operating Rules") and (c) any applicable federal and state laws and regulations (including but not limited to the Fair Credit Reporting Act and Regulation E when and where they apply, and (d) any laws, regulations or rules promulgated after the Effective Date and applicable to the Service. Subscriber agrees to receive the Service as provided by SPS and shall perform its obligations hereunder in accordance with the terms and conditions of the Agreement and any amendments thereto.

6.2 SPS agrees to provide accurate output from accurate input submitted by Subscriber for processing as part of the Service. The sole liability of SPS to Subscriber for failing to meet the foregoing requirement shall be, without additional charge, to make such corrections as may be necessary to accurately reprocess the input. In the event of system downtime, Subscriber agrees to waive all monetary and / or liquidated damages by agreeing to reprocess the data at a later date.

6.3 Notwithstanding any other provision of this Agreement or any ACH processing agreement entered into by Subscriber with any third party, SPS reserves the unrestricted right to (without notice) refuse to (a) process any Entry (as defined above) submitted to SPS if in the sole discretion of SPS, it appears that the processing of such Entry presents an undue risk of loss or liability to SPS or (b) process any transaction that violates the Rules or is not within the scope of this Agreement.

6.4 Subscriber will regularly and promptly review any reports, Entries or other communications submitted to it by SPS and will immediately notify SPS of any discrepancy between its records and those provided by SPS, the originating depository processor, or any bank that is a party to a specific Entry. If SPS is not notified of a discrepancy within two (2) business days of the date that Subscriber receives a statement of account or other report of activity, Subscriber will be solely liable for any and all losses or other costs associated with any erroneous or unauthorized transfer and Subscriber shall hold SPS, its agents, and its affiliates harmless.

7. Processing Authority -SPS shall be responsible for electronically transmitting Subscriber's customer transaction data, drawn on U.S. domiciled financial institutions, within 24 hours to the SPS ACH origination processor. Such electronic transmission shall consist of debits (sale transactions) and where permitted, credits (void / credit transactions) properly requested and authorized by Subscriber. SPS shall use best efforts to electronically credit Subscriber's designated depository account within three (3) business days of batch transmission requests made Monday through Friday (excluding bank holidays). Such electronic credit shall consist of the net amount due Subscriber for the given batch due to be settled. Subscriber agrees to keep a sufficient balance in its designated depository account in order that debits contemplated herein are not returned unpaid. Subscriber agrees that SPS may debit Subscriber's designated depository account, or any other account so designated by Subscriber, a \$25 processing fee for any electronic debit due SPS by Subscriber which is not paid by Subscriber's financial institution upon presentation. Subscriber agrees that SPS may hold and / or offset funds due Subscriber in the event (a) fees electronically debited by SPS and due SPS for performing the Service on behalf of Subscriber fail to clear Subscriber's designated depository account or (b) SPS and / or its ACH origination processor, in their own discretion, either together or individually, detect transaction activity that may represent an undue risk of loss or liability to SPS or the ACH origination processor.

8. Compliance - Subscriber shall be responsible for replying to and remedying reports of Rules violations that are issued with respect to Subscriber. In the event that any fine, penalty, or other charge is imposed due to Subscriber's violation of the Rules, Subscriber shall be responsible for the payment thereof and SPS may debit such amount(s) from Subscriber's designated account without further notice. Subscriber acknowledges that it bears the final responsibility for ensuring that its policies and procedures comply with the requirements of the NACHA Operating Rules and any applicable federal, state, or local laws, rules and regulations.

9. Warranties - Subscriber represents and warrants that, with respect to all Entries originated on its behalf as part of the Service, (a) each Receiver has authorized the debiting and/or crediting of its account and (b) each Entry is for an amount agreed upon by the Receiver, and (c) each Entry is in all other respects properly authorized.

10. Indemnity / Limitation of Liability - Subscriber agrees to defend, indemnify and hold SPS and its agents and affiliates harmless from any claim by any third party for any damages, including but not limited to lost profits, direct, incidental, consequential, special, indirect or punitive damages arising out of or relating to (a) any breach of Section 9 above; (b) any incorrect information provided to SPS by Subscriber hereunder; or (c) Subscriber's use of the Service including but not limited to employee fraud and collusion. Subscriber agrees that SPS shall have no duty of indemnity or contribution for a third party claim arising from the use of the Service or the performance or non-performance of SPS of any Service hereunder. Except as expressly set forth herein, SPS makes no warranty, express or implied, and it is agreed that no implied at law warranty shall arise from this Agreement or from performance hereunder. Notwithstanding anything to the contrary herein, in no event shall SPS's liability under this Agreement exceed the total amount of fees paid to SPS by Subscriber pursuant to this Agreement during the preceding quarter. Subscriber shall treat all information in connection with this Agreement as confidential and certifies to utilize such information only for originating business transactions as defined herein.

11. Other - This Agreement constitutes the entire understanding of the parties. All prior agreements and understandings are canceled in their entirety. All representations, warranties, indemnities, and covenants made herein shall survive termination of this Agreement and shall remain enforceable after termination. Neither party shall be liable for loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, phone outage, or acts of God. If Subscriber is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, or reorganization, Subscriber consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement. Each party, and each person signing on behalf of a party, represents and warrants that they have the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. If there is a conflict between a part of this Agreement and any present or future law or regulation, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within compliance of the law or regulation. In order to maintain high levels of service, conversations with Subscriber may be monitored without further notice or disclosure. Subscriber may only assign this Agreement upon the prior written consent of SPS. SPS may freely assign this Agreement, its rights, benefits or duties hereunder. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of SPS and the heirs, executors, administrators, successors, and assigns of Subscriber. Notices shall be delivered to

EXHIBIT B

SELECT MERCHANT PAYMENT CARD PROCESSING AGREEMENT

SELECT MERCHANT PAYMENT CARD PROCESSING AGREEMENT

WHEREAS PAYMENTECH, L.P., a Delaware limited partnership, having its principal office at 1601 Elm Street, Dallas, Texas 75201 ("Paymentech," "we", "our" or "us") is a member of Visa and MasterCard and is authorized to process the payment card transactions listed on Schedule A; and

WHEREAS City of College Station ("Merchant," "you" or "your") wishes to accept payment cards from its customers for the sale or lease of goods or services offered by Merchant;

ACCORDINGLY, in consideration of the mutual promises made and the mutual benefits to be derived from this Merchant Agreement, Paymentech and Merchant agree to the following terms and conditions intending to be legally bound:

1. Merchant's Acceptance of Cards.

1.1 Exclusivity. You will tender to us Sales Data generated from all your Card transactions via electronic data transmission according to our formats and procedures. You will not use the services of any bank, corporation, entity or person other than Paymentech for authorization of Visa or MasterCard transactions or for processing MasterCard and Visa transactions throughout the term of this Agreement.

1.2 Certain Card Acceptance Policies. You will honor without discrimination valid Cards properly tendered for use. Each sale you make involving a Card must be evidenced by a single Sales Data record completed with the sale date and the sale amount, and other information as required by the Associations or by us. You are not allowed to impose any surcharge (except with respect to any debit Card transactions for which the applicable debit network specifically permits such charges) or finance charge on the Card transaction or otherwise require the Cardholder to pay the fees payable by you under this Agreement. You are not allowed to set a dollar amount above or below which you refuse to honor otherwise valid Cards. With respect to any transaction for which a Card is not physically presented, such as in any on-line, mail, telephone or pre-authorized transaction, you must (i) have notified us on your application or otherwise in writing of your intention to conduct such transactions and we have agreed to accept them, and (ii) have reasonable procedures in place to ensure that each Card sale is made to a purchaser who actually is the Cardholder or the authorized user of the Card. Notwithstanding the foregoing, you acknowledge that under the Association Rules, you cannot rebut a Chargeback where the Cardholder disputes making the purchase without an electronic record (swipe) or physical imprint of the Card.

1.3 Operating Guide; Association Rules. You agree to comply with all Association Rules and Operating Guide procedures, and with such other procedures as we may from time to time prescribe for the creation or transmission of Sales Data. We may modify and supplement the Operating Guide in order to comply with requirements imposed by the Association Rules. You acknowledge that you have received a copy of the Operating Guide at or prior to your execution of this Agreement, and that you can also view the

Operating Guide on-line at the Paymentech Internet website.

1.4 Requirements for Sales Data. As to each Sales Data you tender to us for processing, you represent and warrant that:

(1) The Sales Data represents payment or refund of payment, for the bona fide sale or lease of the goods, services or both, which you have provided in the ordinary course of your business, and the Sales Data is not submitted on behalf of a third party.

(2) The Sales Data does not involve any element of credit for any purpose other than payment for a current transaction (including payment of a previously-dishonored check) and, except in the case of approved installment or pre-payment plans, the goods have been shipped or services actually rendered to the Cardholder.

(3) The Sales Data is free from any alteration not authorized by the Cardholder.

(4) Neither you nor your employee has advanced any cash to the Cardholder or to yourself or to any of your representatives, agents or employees in connection with the Card transaction, nor have you accepted payment for effecting credits to a Cardholder's account.

(5) To the best of your knowledge, the goods described in each Sales Data are your sole property and you are free to sell them.

(6) You have made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to us in writing as provided in Section 3.

(7) You have no knowledge or notice of information that would lead you to believe that the enforceability or collectibility of the subject Sales Data is in any manner impaired, and the transaction is in compliance with all applicable laws, ordinances, and regulations; and you have originated the Sales Data in compliance with this Agreement and the Association Rules.

(8) For a Card sale where the Cardholder pays in installments or on a deferred payment plan, a Sales Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Cardholder agreed to be charged. All installments and deferred payments, whether or not they have been submitted to us for processing, shall be deemed to be a part of the original Card sale.

2. Authorizations.

2.1 Obtaining Authorizations. You are required to obtain authorization/approval codes for all Card transactions by contacting the center designated by Paymentech. You acknowledge that authorization/approval code of a Card transaction indicates only that credit is available for the Card transaction at the time the authorization is given, and it does not constitute a representation from us or from the Cardholder's issuing bank that a particular Card transaction is in fact a valid or undisputed transaction entered into by the actual Cardholder or an authorized user of the Card.

2.2 Lack of Authorization. We reserve the right to refuse to process any Sales Data presented by you (i) unless a proper authorization/approval code is

recorded, (ii) if we determine that the Sales Data is or will become uncollectible from the Cardholder to which the transaction would otherwise be charged, or (iii) if we determine that the Sales Data was prepared in violation of any provision of this Agreement.

3. Refunds and Adjustments.

3.1 Disclosure of Refund Policy. You are required to maintain a fair policy with regard to the return/cancellation of merchandise or services and adjustment of Card sales. Your return/cancellation policy must be disclosed to your customers.

3.2 Changes to Policy. Any change in your return/cancellation policy must be submitted in writing to us not less than 14 days prior to any change. We reserve the right to refuse to process any Sales Data made subject to a revised return/cancellation of which we have not been notified in advance.

3.3 Procedure for Refunds/Adjustments. If you allow a price adjustment, return of merchandise or cancellation of services in connection with a Card sale, you will prepare and deliver to us Sales Data reflecting such refund or adjustment within 3 days of receiving the customer's request for such refund/adjustment.

The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Sales Data except by the exact amount required to reimburse the Cardholder for postage that the Cardholder paid to return merchandise. You are not allowed to accept cash or any other payment or consideration from a customer in return for preparing a refund to be deposited to the Cardholder's account nor to give cash refunds to a Cardholder in connection with a Card sale, unless required by law.

4. Settlement.

4.1 Submission of Sales Data. You are required to transmit your Sales Data to us on the next business day immediately following the day that such Sales Data is originated. You will be solely responsible for all communication expenses required to accomplish the transmission of Sales Data.

4.2 Merchant's Bank Account. In order to receive funds from Paymentech, you must maintain a bank account at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You agree not to close your designated bank account without giving us at least five (5) days' prior written notice and substituting another bank account. You are solely liable for all fees and costs associated with your bank account and for all overdrafts. You authorize Paymentech to initiate electronic credit entries and adjustments to your bank account at any time without respect to the source of any monies in the bank account. This authority will remain in full force and effect until we notify your bank that all monies due from you under this Agreement have been paid in full. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Associations or your bank.

4.3 Travel and Entertainment Cards. You cannot submit any T&E Card transaction for processing by Paymentech unless you have in effect a valid agreement with the respective T&E Card company. For the T&E Card

transactions designated on Schedule A, upon transmission of such Sales Data by you, we will forward the Sales Data to the appropriate T&E Card company. Except to the extent that we may provide funds settlement services for JCB or Diners Club/Carte Blanche transactions, payment of the proceeds due you will be governed by whatever agreement you have with that T&E Card company, and we do not bear any responsibility for their performance. If your agreement with a T&E Card company requires the T&E Card company's consent for us to perform the services contemplated by our Agreement, you are responsible for obtaining that consent.

4.4 Transfer of Settlement Funds. For all other Card transactions, we will process your Sales Data to facilitate the funds transfer between the various Associations and you for Card sales. After we receive credit for such Sales Data, we will provide provisional credit to your bank account for the proceeds. The proceeds payable to you shall be equal to the amounts received by us in respect of your Sales Data minus the sum of the following: all fees, charges and discounts set forth in Schedule A, all adjustments and Chargebacks, all equipment charges (if any), all Cardholder refunds and adjustments, all Reserve Account amounts, and any fees, charges, fines, assessments, penalties, or other liabilities that may be imposed from time to time by the Associations, all of which amounts are due and payable at the time the related services are rendered to you or the related Chargebacks or other fees or adjustments are received from the Associations. All of the deductions set forth in this Section and in Schedule A will be invoiced pursuant to the terms of Paragraph 2 of the Service Contract.

4.5 Negative Amounts. To the extent Sales Data does not represent sufficient credits or the bank account does not have a sufficient balance to pay amounts due under this Agreement, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) withhold your settlement payments until all amounts are paid, (iii) delay presentation of your refunds until you make a payment to us of a sufficient amount to cover the negative balance; and (iv) pursue any remedies we may have at law or in equity. Furthermore, if the amount represented by your Sales Data in any day is negative due to refunds/customer credits being submitted by you in excess of your sales, you are required to provide us with sufficient funds prior to the submission of the Sales Data so as to prevent the occurrence of a negative balance.

4.6 Delinquency/Merchant Fraud. At any time and from time to time we may temporarily suspend or delay payments to you and/or designate an amount of funds that we must maintain in order to protect us against the risk of existing, potential or anticipated Chargebacks and to satisfy your other obligations under this Agreement (the "Reserve Account"), which may be funded in the same manner as provided for negative balances in Section 4.5. The Reserve Account will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, returns and unshipped merchandise and/or unfulfilled services. We may (but are not required to) apply funds in the Reserve Account toward, and may set off any funds that would otherwise be payable to the Merchant against, the satisfaction of any

amounts which are or become due from Merchant pursuant to this Agreement. The Reserve Account will not bear interest, and you will have no right or interest in the funds in the Reserve Account. Any funds in the Reserve Account may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve Account, you irrevocably grant to us a security interest in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Agreement. You agree to execute and deliver to us such instruments and documents that we may reasonably request to perfect and confirm the security interest and right of setoff set forth in this Agreement. Merchant's obligations and Paymentech's rights under this Section 4.6 survive termination of this Agreement.

5. Accounting. We will supply a detailed statement reflecting the activity for your Merchant account(s) by on-line access (or otherwise if we agree). We will not be responsible for any error that you do not bring to our attention within 45 days from date of such statement.

6. Retrieval Requests.

6.1 Records. You are required by the Associations to store original documentation of each transaction for at least six months from the date of the respective transaction, and to retain copies of all such data for at least 18 months from the date of the respective transaction. You are not allowed to charge a fee for the creation or storage of such copies. We may, at our discretion, require you to deliver copies of Sales Data to us rather than storing it.

6.2 Response to Retrieval Requests. We will send you any Retrieval Request that we cannot satisfy with the information we have on file concerning any Card sale. In response, you must provide us in writing by certified or overnight mail or by confirmed fax (or by other means as agreed by Paymentech) the resolution of your investigation of such Retrieval Request and include legible copies of any documentation required by the Retrieval Request within seven business days after we send it to you (or such shorter time as the Association Rules may require and of which we notify you). You acknowledge that your failure to fulfill a Retrieval Request in accordance with Association Rules may result in an irreversible Chargeback.

7. Chargebacks.

7.1 Chargeback Reasons. You may receive a Chargeback from a Cardholder or Card issuer for a number of reasons under the Association Rules. The following are some of the most common reasons for Chargebacks:

- (1) Your failure to issue a refund to a Cardholder upon the return or non-delivery of goods or services.
- (2) An authorization/approval code was required and not obtained.
- (3) The Sales Data is prepared incorrectly or fraudulently.
- (4) We did not receive your response to a Retrieval Request within seven business days or any shorter time period required by the Association Rules.

(5) The Cardholder disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim.

(6) The Cardholder refuses to make payment for a Card sale because in the Cardholder's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

(7) The Card was not actually presented at the time of the sale or you failed to obtain an electronic record or a physical imprint of the Card, and the Cardholder denies making the purchase. The Merchant acknowledges that, under these circumstances, the fact that an authorization/approval code was obtained does not mean that a particular Card transaction is in fact a valid or undisputed transaction entered into by the actual Cardholder or an authorized user of the Card.

7.2 Excessive Chargebacks. If we determine that you are receiving an excessive amount of Chargebacks, in addition to our other remedies under this Agreement we may take the following actions: (1) review your internal procedures relating to acceptance of Cards and notify you of new procedures you should adopt in order to avoid future Chargebacks; (2) notify you of a new rate we will charge you to process your Chargebacks; or (3) collect from you (pursuant to Section 4.6) an amount reasonably determined by us to be sufficient to cover anticipated Chargebacks and related fees and fines; or (4) terminate the Agreement with written notice of termination. You also agree to pay any and all Association fees and fines assessed against you or against Paymentech relating to your violation of the Agreement, the Operating Guide or the Association Rules with respect to your transactions or with respect to excessive Chargebacks under this Section.

7.3 Claims of Cardholder Customers. You have full liability if any Sales Data for which we have given your bank account provisional credit is the subject of a Chargeback. Subsequently, you are allowed to resubmit applicable Sales Data for a second presentation, but only in accordance with Association Rules. To the extent that we have paid or may be called upon to pay a Chargeback or refund/adjustment for or on the account of a Cardholder and you do not reimburse us as provided in this Agreement, then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, we have all of the rights and remedies of such Cardholder under applicable federal, state or local law and you authorize us to assert any and all such claims in our own name for and on behalf of any such Cardholder customer individually or all such Cardholder customers as a class.

8. Advertising. Wherever you accept Cards, you will inform the public of the Cards that you honor. However, you may not indicate that any of the Associations endorses your goods or services.

9. Fees.

9.1 Schedule A. You agree to pay us for our services as set forth in Schedule A in accordance with this Agreement. Unless otherwise expressly stated in

Schedule A, such pricing is based on all transactions qualifying under the Association Rules for the lowest Association interchange rates. For Sales Data that does not qualify, the standard Association interchange rate will apply, which may be higher for non-qualifying transactions than the qualifying rate shown on Schedule A.

9.2 Price Changes. You acknowledge that your pricing is based on your representation as to your volume of Card transactions, method of processing, type of business, and interchange qualification criteria as represented in your Application and Schedule A. To the extent your actual volumes, method, type and criteria differ from this information, we may modify the pricing on Schedule A with sixty (60) days prior written notice to the Chief Financial Officer, City of College Station, P.O. Box 9960, College Station, Texas 77842. In addition, by giving written notice to you we may change our fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by you. Such new prices will be applicable to you as of the effective date established by the Association or third party provider, or as of any later date specified in our notice to you.

10. Termination. At any time either party may terminate this Agreement upon thirty (30) days written notice to the other party.

10.1 Termination for Cause. We may terminate this Agreement at any time upon written notice to you as a result of any of the following events: (i) any noncompliance with this Agreement, the Association Rules or the Operating Procedures which is not cured within 30 days of our providing you with written notice specifying such noncompliance, (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant, (iii) Paymentech deems Merchant to be financially insecure, (iv) Merchant or any person owning or controlling Merchant's business is or becomes listed in the MATCH file (Member Alert to Control High-Risk Merchants) maintained by Visa and MasterCard or any Association notifies us that it is no longer willing to accept your Sales Data. We may terminate you at any time without notice and charge you the foregoing de-conversion fee as a result of any of the following events: (i) you never transmit Sales Data to us once a merchant account number is issued to you, or (ii) you do not transmit Sales Data to us for a period of more than 60 consecutive days.

10.2 Termination for Cause. Merchant may terminate this Agreement at any time upon written notice to you as a result of any of the following events: (i) any noncompliance with this Agreement which is not cured within 30 days of your providing us with written notice specifying such noncompliance, (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Paymentech, or (iii) Merchant deems Paymentech to be financially insecure.

10.3 Account Activity After Termination. Termination does not affect either party's respective rights and obligations under this Agreement as to Sales Data submitted before termination. If you submit Sales Data to us after the date of termination for which you have given us notice, we may, at our discretion,

process such Sales Data in accordance with the terms of this Agreement. Upon notice of any termination of this Agreement, we may notify you of the estimated aggregate dollar amount of Chargebacks and other obligations and liabilities that we reasonably anticipate subsequent to termination, and you agree to immediately deposit such amount, or we may withhold such amounts from your credits, in order to establish a Reserve Account pursuant to and governed by the terms and conditions of Section 4.6.

11. Indemnification. The indemnity provided under this Section 11 shall survive the termination of this Agreement.

11.1 Paymentech. We agree to indemnify you from any losses, liabilities, and damages of any and every kind (including, without limitation, your costs, expenses and reasonable attorneys' fees) arising out of any Cardholder complaint or Chargeback related to (i) any failure by us to properly safeguard the Cardholder's account information or (ii) our failure to deliver funds processed by us in accordance with Section 4.4 which relate to payments due from us for Sales Data, or (iii) any voluntary or involuntary bankruptcy or insolvency proceeding by or against us. This indemnification does not apply to any claim or complaint relating to your failure to resolve a payment dispute concerning merchandise or services sold by you. The indemnification provided for in this Section 11.1 is subject to Section 14.

11.2 Merchant. To the extent permitted under the Texas Constitution and the laws of the State of Texas, you agree to indemnify Paymentech, the Associations, its affiliates, officers, directors, employees, and agents from any from any losses, liabilities, and damages of any and every kind (including, without limitation, our costs, expenses and reasonable attorneys' fees) arising out of any claim, complaint, or Chargeback (i) made or claimed by a Cardholder with respect to any Sales Data submitted by you or (ii) caused by your noncompliance with this Agreement or the Association Rules, including any breach of a representation or warranty made by you, or (iii) any voluntary or involuntary bankruptcy or insolvency proceeding by or against you. The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Paymentech's own negligence or willful misconduct. The indemnification provided for in this Section 11.2 is subject to Section 14.

12. No Disclosure of Cardholder Information. You agree to exercise reasonable care to prevent disclosure of any Card or Cardholder information (including, without limitation, any Cardholder's name, account number, or any information about any transaction) (collectively, the "Cardholder Information"), other than to your agents and contractors for the purpose of assisting you in completing a Card transaction, or to the applicable Association, or as specifically required by law. Without limiting the generality of the foregoing, Merchant agrees to (i) store all Cardholder Information in a secure environment, suitably protected by firewalls and other appropriate technology, (ii) store all media containing Cardholder Information in an area limited to selected personnel and, prior to

either party discarding any material containing Cardholder information, the party will destroy it in a manner rendering the Card account numbers and other Cardholder Information unreadable, (iii) utilize the Secure Socket Layer (SSL) protocol when collecting any Cardholder Information over the Internet, and (iv) only use equipment and network providers expressly approved by Paymentech for any Internet processing. You agree not to use any account information or other Cardholder Information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Association Rules or required by law. Merchant agrees to comply with all security standards and guidelines that may be published from time to time by Visa, MasterCard or any other Association, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (collectively, the "Security Guidelines"), and may be held liable for any failure to meet the Security Guidelines. Merchant agrees to allow Paymentech or any Association to inspect Merchants premises and computers, and the premises and computers of any company the Merchant has contracted with, for the purposes of verifying that Cardholder Information is securely stored and processed, and is not used for any purpose other than processing the transactions to which it relates. Merchant hereby indemnifies Paymentech and its assigns and successors for any liability, claims, obligations, damages, costs, fees (including, without limitation, attorneys' fees) or expenses incurred as a result of or in connection with Merchant's failure to follow the Security Guidelines, Merchant's failure (whether negligent or otherwise) to maintain the security or confidentiality of Cardholder Information, or Merchant's misuse of any such information. If at any time either party determines that Card account number information has been compromised, such party will notify the other party immediately and assist in providing notification to the proper parties as we deem necessary.

13. Information About Merchant's Business.

13.1 Additional Financial Information. Each of Merchant and the undersigned Guarantors agrees to furnish to us upon five (5) days' notice such financial statements and information concerning such Guarantors and Merchant or its parent, subsidiary and affiliated entities as we may from time to time request.

13.2 Other Information. With prior notice and during your normal business hours, our duly authorized representatives may visit your business premises and may examine only that part of your books and records that pertain to your Sales Data and Card sales. You agree to provide us at least thirty days' prior written notice of your intent to change your product line or services, or your trade name, or the manner in which you accept Cards. If we determine such a change is material to our relationship with you, we may refuse to process Sales Data made pursuant to the change. You agree to provide us with prompt written notice if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding.

14. Disclaimer; Limitation of Damages. Subject to Section 5, we will, at our own expense, correct any data in which (and to the extent that) errors have been caused by us, or by malfunctions of our Intellectual Property or machines. Under no circumstances will Paymentech's financial responsibility for Paymentech's failure of performance under this Agreement exceed the total fees paid to us under this Agreement (net of Association interchange, assessments and fines) for the six months prior to the time the liability arose. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, ITS RESPECTIVE EMPLOYEES OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, UNLESS OTHERWISE PROVIDED HEREIN, PAYMENTECH HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES, PRODUCTS AND EQUIPMENT PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

15. Intellectual Property.

15.1 License. We retain all ownership and copyright interest in and to any and all Intellectual Property, computer programs, related documentation, technology, know how and processes developed by us and provided in connection with this Agreement (collectively, the "Intellectual Property"), and we grant you a non-exclusive license to use the Intellectual Property for the limited purpose of performing under this Agreement. Unless otherwise provided in a separate agreement between you and us, any equipment, terminals or machinery provided by us but not developed by Paymentech, is being licensed or purchased by you directly from the manufacturer or developer of such machinery or Intellectual Property. You acknowledge that the license granted herein is limited to your own use exclusively and that you do not have the right to sub-license any of the Intellectual Property in either their original or modified form. You agree that you will not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without our prior written consent. Merchant's obligations under this Section 15.1 shall survive the termination of this Agreement.

15.2 Infringement Warranty. We represent and warrant that your use of the Intellectual Property as contemplated by this Agreement does not violate any copyright, patent, trade secret, or trademarks of any person. We will defend (or settle) at our own expense any and all claims that the above items infringe a trademark, copyright, trade secret, or patent, if you give us prompt notice of any such claim or lawsuit against you relating to the Intellectual Property. If your use of the Intellectual Property is prevented by any legal process, we will procure for you the right to continue to use the Intellectual Property, or modify the Intellectual Property so that it is no longer infringing, or replace the Intellectual Property with non-infringing Intellectual Property of equal or superior functional capability.

16. Miscellaneous.

16.1. Taxes. Merchant represents to Paymentech that it is exempt from the payment of any taxes associated with this Agreement, provided however that, to the extent that this is not the case, Merchant agrees to pay any taxes imposed on the sale or lease of Intellectual Property or services contemplated by this Agreement during the term of this Agreement and you authorize us to increase the amount of your payment to reflect any and all assessments or increases in the sales, use, occupational, property, lease or other taxes imposed on such sale or lease of services of Intellectual Property.

16.3 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit or describe the scope or intent of this Agreement.

16.4 Assignment. We cannot assign this Agreement without your prior written consent, except that we may assign this Agreement to a Visa and MasterCard member qualified to perform our obligations under this Agreement. You cannot assign or transfer your rights or delegate your responsibilities under this Agreement without our prior written consent.

16.5 Parties. This Agreement binds you and us and our respective heirs, representatives, successors (including those by merger and acquisition) and permitted assigns. You represent and warrant that your execution of and performance under this Agreement (i) in no way breaches, contravenes, violates or in any manner conflicts with any of your other legal obligations, including, without limitation, your organizational charter or similar document or any agreement between you and any third party; and (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party and that the person signing this Agreement on your behalf is duly authorized to do so. In providing services to you, we will not be acting in the capacity of your agent, partner, or joint venturer, and we are acting as an independent contractor. Each party agrees that the other party may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement. Any such disclosure may identify the parties by name but shall not, without the prior written consent of the non-disclosing party, include any of the terms of this Agreement.

16.6 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

16.7 Waivers. No term or condition of this Agreement may be waived unless both parties sign a written waiver.

16.8 Entire Agreement. The Association Rules, Operating Guide, and all schedules, and attachments to this Agreement are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Paymentech with respect to the matters contained herein. This Agreement shall prevail over the terms of any agreement governing the bank account.

16.9 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, or mailed first class, postage prepaid (and deemed to be delivered when mailed) to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

16.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law provisions. Any action, proceeding, litigation or mediation relating to or arising from this Agreement must be brought by Merchant against Paymentech exclusively in Dallas County, Dallas, Texas, and by Paymentech against Merchant in the county and state of Merchant's principal office, as indicated below.

16.11 Attorneys' Fees. In any action to enforce obligations under this Agreement, the prevailing party shall be entitled to recover from the other all attorneys fees and expenses incurred by the prevailing party.

16.12 Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications or utility or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 16.12 will affect or excuse your liabilities and obligations for Chargebacks, refunds or unfulfilled products and services.

17. Definitions.

17.1 Application is your statement of your financial condition and the characteristics of account that you have submitted to us on the cover pages of this Agreement and related information, to induce us to enter into this Agreement with you and that has induced us to process your Card transactions under the terms and conditions of this Agreement.

17.2 Association is a group of Card issuer banks that facilitates the use of payment cards, such as the systems operated by MasterCard International, Inc. and Visa, Inc. Association Rules are the bylaws, rules, and regulations, as they exist from time to time, of the Associations. Association also includes any debit networks for which we process, including STAR, INTERLINK, NYCE, and PULSE.

17.3 Card is both the plastic card or other evidence of the account and the account number, issued by a Card issuer to the Cardholder, either of which you accept from your customers as payment for their purchases from you, such as a MasterCard, Visa or JCB Card or such other payment card as we may hereafter agree.

17.4 Cardholder is the person to whom the Card is issued and who is entitled to use the Card.

17.5 Chargeback is a reversal of a Card sale you previously presented pursuant to Association Rules.

17.6 Merchant, "you" and "your" is the Merchant identified in the Application on the cover page of the Agreement.

17.7 Paymentech, "we" and "our" and "us" is Paymentech, L.P., a Delaware limited partnership, having its principal office at 1601 Elm Street, Dallas, Texas 75201, and is a member of Visa and MasterCard.

17.8 Retrieval Request is a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale you have made.

17.9 Sales Data is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.

17.10 T&E Card is a travel and entertainment Card issued by American Express, Novus/Discover, Carte Blanche, Diner's Club, or such other T&E Card for which we may agree to accept submissions in the future.

Deleted operation guide

EXHIBIT C
INSURANCE REQUIREMENTS

CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000 minimum**

Medical Expense, **\$5,000 minimum**

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

CRC 02/21/07

Contract No. 08-092

Claims made policies are *acceptable on this line of coverage**

Must have an *Extended Reporting Period Endorsement**

Pollution Liability

Coverage Limit minimum \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit **minimum** should be equal to or Greater than **\$5million** per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

EXHIBIT "C"

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

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

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c)

all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.

- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability** requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance** requirements:

- (a) **Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage**

agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- (b) The worker's compensation insurance shall include the following terms:
- (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office

supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification

codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division

of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

EXHIBIT D
CERTIFICATES OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2008

PRODUCER
KAPPAUF INSURANCE AGENCY
1908 S El Camino Real
San Clemente, CA 92672
(949) 492-1930

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

INSURED **PAYMENT PROCESSING INC NEW**

8200 CENTRAL AVENUE
NEWARK, CA 94560
800 774 6462

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: HARTFORD	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

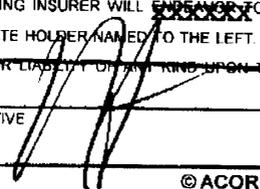
COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	72 UUN TQ0832	12-18-07	12-18-08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	72 UUN TQ0832	12-18-07	12-18-08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EAACC \$ AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	72 RHU TQ0369	12-18-07	12-18-08	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER BUSINESS PROPERTY COMPUTERS AND MEDIA COVERAGE	72 UUN TQ0832	12-18-07	12-18-08	\$705,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY, WAIVER OF SUBROGATION IS INCLUDED ON THE POLICY WITH ENDORSEMENT TO FOLLOW

CERTIFICATE HOLDER
**CITY OF COLLEGE STATION,
1101 TEXAS AVENUE
COLLEGE STATION, TX 77840**

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

June 12, 2008
Consent Agenda Item No. 2f
Renewal for Annual Agreement for Electric Meters

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on a renewal agreement with Wesco Electrical Distribution, for the estimated annual expenditures of \$78,660.00 for annual purchases of electric meters.

Recommendation(s): Staff recommends renewal to Wesco Electrical Distribution, with annual estimated expenditures totaling \$78,660.00.

Summary: These purchases will be made as needed during the term of the agreement. The electric meters are maintained in the electrical inventory and expensed as necessary. These meters are bought as needed and kept in stock for emergency purposes also. This is the first renewal from Bid #07-53.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments:

1. Renewal Agreement

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #07-53, for \$78,660.00 in accordance with all pricing, terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning May 23, 2008 through May 22, 2009.

WESCO DISTRIBUTION

Doug Bunning
AUTHORIZED REPRESENTATIVE

5-10-08
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

APowell

City Attorney

DATE

Chief Financial Officer

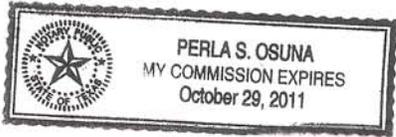
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Wilson

This instrument was acknowledged on the 10 day of May, 2008,
by Doug Brunning in his/her capacity as inside sales of
Wesco Distribution, a TEXAS Corporation, on behalf of said corporation.



Perla S. Osuna
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

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

Notary Public in and for the
State of Texas

**June 12, 2008
Consent Agenda Item No. 2g
Outsource Bill Print**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion regarding renewal of the services contract for Outsourcing the Printing and Mailing of Utility Bills, late notices, postage and inserts for an estimated annual expenditure of \$200,000 to Sungard EXP-Mailing.

Recommendation(s): Staff recommends approval of the renewal contract with Sungard EXP-Mailing for Outsourcing the Printing and Mailing of Utility bills, late notices and inserts, including postage, for an estimated annual expenditure of \$200,000

Summary: RFP's were sent in 2006 to vendors that specialize in the printing and mailing of utility bills, notices and inserts. Fifteen responses were received and evaluated with Sungard EXP-Mailing chosen as the vendor that best meets the needs of the City of College Station. Council approved the original contract on April 12, 2007.

Budget & Financial Summary: We are currently sending out approximately 400,000 utility bills and 60,000 late notices annually. This service would cost about \$200,000 annually. Funds are budgeted and available in the Utility Customer Service budget.

Attachments:

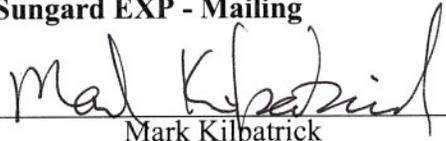
1. Renewal Agreement with Sungard EXP-Mailing

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 07-084 for Utility Billing Printing, Insertions and Mailing and all other terms and conditions previously agreed to and accepted for an amount not to exceed Two Hundred Thousand and no/100 (\$200,000.00) (including postage).

I understand this renewal agreement will be for the period beginning May 1, 2008 through April 30, 2009. This is the first renewal term.

Sungard EXP - Mailing



Mark Kilpatrick

5-14-08

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

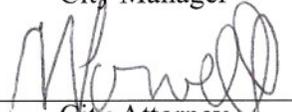
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

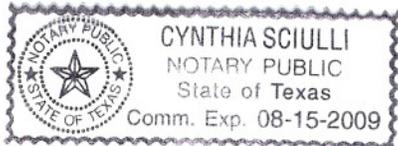
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 14th day of May, 2008,
by Mark Kilpatrick in his/her capacity as Sr. Vice President of
Surzard EXP-Mining ^{DELAWARE}, 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

**June 12, 2008
Consent Agenda Item No. 2h
Office Supplies**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion authorizing the expenditure of funds for the purchase of office supplies and equipment by all City Departments with OfficeMax for an annual estimated expenditure of \$150,000.

Recommendation(s): Staff recommends approval to purchase office supplies through the cooperative purchasing agreement between PSA and OfficeMax.

Summary: In May 2008, PSA awarded a contract to OfficeMax. Our Interlocal Purchasing Agreement with PSA allows the City to utilize contracts that PSA has competitively solicited. The contract with OfficeMax (awarded by the Purchasing Solutions Alliance) provides average discounts of 65% on over 600 "core" items – or most commonly used office supplies, computer supplies, office furnishings, printing services; and similar discounts off the manufacturer's list price on everything else in their catalog (12,000 items). Estimated annual expenditures for office supplies and equipment is \$150,000.00

Budget & Financial Summary: Funds are budgeted and available in various departmental operating budgets.

Attachments: None

June 12, 2008
Consent Agenda Item No. 2i
Renewal for Annual Prestressed Spun Cast Concrete Poles

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on a renewal agreement with Stresscrete, Inc., for the estimated annual expenditures of \$209,534.00 for pre-stressed spun cast concrete poles.

Recommendation(s): Staff recommends award renewal to Stresscrete, Inc., with annual estimated expenditures totaling \$209,534.00.

Summary: These purchases will be made as needed during the term of the agreement. The concrete poles are maintained in the electrical inventory and expensed as necessary. These poles are bought as needed and kept in stock for emergency purposes also. This is the second and last renewal option from Bid No. 06-64.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments:

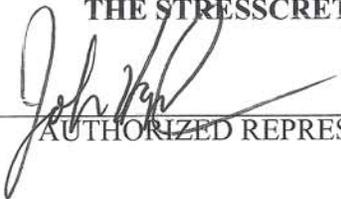
1. Renewal Agreement

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #06-64, for Pre-Stressed Concrete Distribution Poles purchases for the total amount of \$209,534.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this 2nd and last renewal term will be for a one year period beginning May 23, 2008 through May 22, 2009.

THE STRESSCRETE GROUP



AUTHORIZED REPRESENTATIVE

05/13/08

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

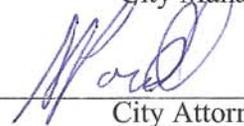
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

STATE OF Al
COUNTY OF Tuscaloosa

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 13th day of May, 2008,
by John Harpole in his/her capacity as Regional Sales Mgr of
Stress Crete, Inc.; a C Corporation, on behalf of said corporation.

[Signature]
Notary Public in and for the
State of Alabama
exp 8/18/08

STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

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

June 12, 2008
Consent Agenda Item No. 2j
Texas Avenue Utilities Relocation AFA Amendment No. 2

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding an Advanced Funding Agreement Amendment No. 2 with the Texas Department of Transportation to finalize the costs for the City of College Station Texas Avenue Utilities Relocation Project that was incorporated into the Texas Department of Transportation Texas Avenue Widening Project. Upon execution of Amendment No. 2, the Texas Department of Transportation will reimburse the City of College Station \$118,391.80.

Recommendation(s): Staff recommends approval of the Advanced Funding Agreement Amendment No. 2.

Summary: On November 13, 2003, City Council approved an Advanced Funding Agreement with the Texas Department of Transportation to include the City of College Texas Avenue Utilities Relocation Project in the Texas Department of Transportation Texas Avenue Widening Project.

On February 24, 2005, City Council approved Amendment No. 1 to adjust the total cost estimate to \$2,607,052.70. Beginning in March 2005, this amount was paid to the Texas Department of Transportation in ten consecutive monthly installments.

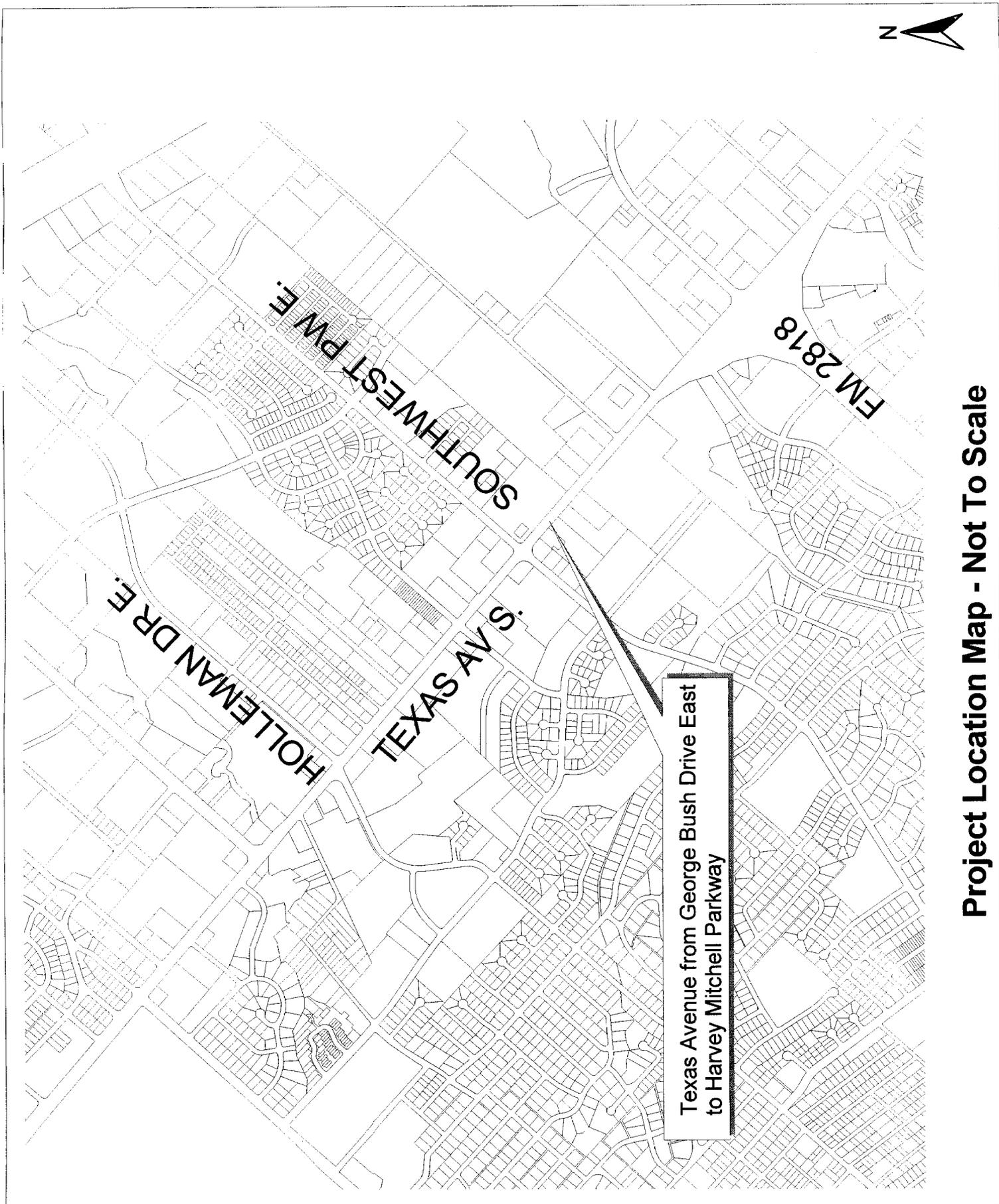
The final cost of the project for the City of College Station is \$2,488,660.90. A refund of the difference of \$118,391.80 will be sent to the City of College Station upon completion of the project.

Once this AFA is executed, staff can pursue reimbursement for the costs associated with the relocation of utilities that were located in City of College Station easements. The total estimated reimbursement will be \$741,406.32.

Budget & Financial Summary: \$2,625,000.00 is budgeted in the Water and Sewer Capital Funds for the relocation of utilities associated with the Texas Avenue Widening Project. The total cost after reimbursement for the utility relocation project is \$1,747,254.58.

Attachments:

1. AFA Amendment No. 2
2. Location Map



Texas Avenue from George Bush Drive East
to Harvey Mitchell Parkway

Project Location Map - Not To Scale

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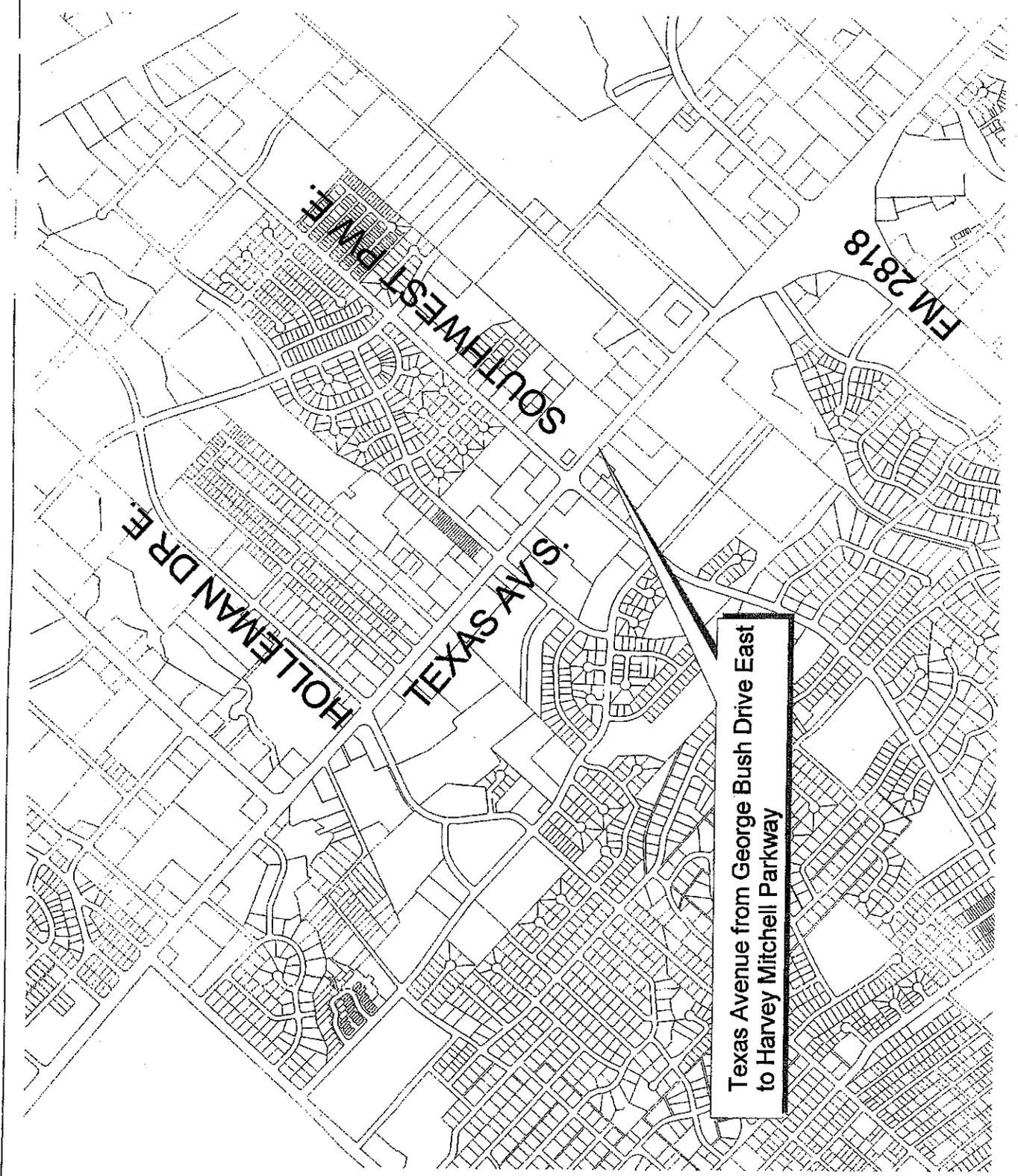
The final cost of the project for the City of College Station is \$2,488,660.90. A refund of the difference of \$118,391.80 will be sent to the City of College Station upon completion of the project.

The City of College Station has also pursued reimbursement for the costs associated with the utility relocation where the utilities were located in City of College Station easements. The total estimated reimbursement is \$741,406.32. The reimbursement is available upon execution of Amendment No. 2.

Budget & Financial Summary: \$2,625,000.00 is budgeted in the Water and Sewer Capital Funds for the relocation of utilities associated with the Texas Avenue Widening Project. The total cost after reimbursement for the utility relocation project is \$1,747,254.58.

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Project Location Map - Not To Scale

STATE OF TEXAS §
COUNTY OF BRAZOS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 2**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of College Station, a Home-Rule Municipal Government, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on March 31 of 2004 to effectuate their agreement to adjust water and sanitary sewer lines along BS 6-R (Texas Avenue) from George Bush Drive East to FM 2818 (Harvey Mitchell Parkway); and,

WHEREAS, to reference first amendment March 29, 2005 to reflect current contract costs; and

WHEREAS, it is necessary to amend this contract to reflect the actual cost of the work done by the State on the Local Government's behalf.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

Attachment "A" is revised to reflect the final construction contract costs. All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

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

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

THE LOCAL GOVERNMENT	THE STATE OF TEXAS
<u>City of College Station</u> Name of Local Government	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: _____ Signature	By: _____ Signature
<u>Ben White</u> Printed Name	<u>Bryan A Wood, P.E</u> Printed Name
<u>Mayor – City of College Station</u> Title	<u>District Engineer – Bryan District</u> Title
_____ Date	_____ Date

ATTACHMENT A
Payment Provision and Work Responsibilities

Description of the Work Items

The parties agree that the project to relocate and adjust existing water and sanitary sewer lines belonging to the Local Government along Business State Highway 6 - (Texas Avenue) between George Bush Drive East and FM 2818 (Harvey Mitchell Parkway) is complete.

Actual Cost Agreement

This is the complete and final accounting for the Texas Avenue Utility Relocation Project (CSJ 0050-01-072) constructed under the State's highway improvement project (CSJ 0050-01-060). This final accounting is being made to adjust the total payment from the Local Government to the State. Any money owed by the Local Government will be requested in accordance with Article 8. Any overpayment by the Local Government will be refunded to the Local Government by the State.

The Local Government is responsible for 100 percent of the Project's construction cost, as determined by the successful contractor's low bid and change ordered contract work. The total construction cost, excluding E&C and mobilization costs, is \$2,251,941.49. The Local Government is responsible for 12.6% of the contractor's \$1,700,000 bid price for mobilization. The City's percentage was calculated by dividing the final cost of the Project for sanitary sewer and water line relocation by the total adjusted bid cost for the highway improvement project. The Local Government is responsible for Engineering Costs at a rate of 1.0 percent of the Project's final construction cost. Consequently, the total cost to relocate and/or adjust the existing water and sanitary sewer lines, including E&C and mobilization costs, is \$2,488,660.90 as shown in the table below:

FINAL PROJECT COSTS

SEQ NO.	SHT NO.	Spec.	REF NO	LINE NO	ITEM NO.	VALUE LINE NO.	VALUE ITEM CODE	BID ITEM DESCRIPTION	UNITS	PAID TO DATE QUANTITY	UNIT BID PRICE	PAID AMOUNT	
1	QT3	S.104	1	1680	36920501			15" SANITARY SEWER	LF	13.00	\$51.00	\$863.00	
2	QT3	S.104	2	1685	36920502			12" SANITARY SEWER	LF	2774.00	\$71.00	\$198,954.00	
3	QT3	S.104	3	1690	36920503			8" SANITARY SEWER	LF	1826.50	\$60.00	\$109,590.00	
4	QT3	WS.10	4	1686	36920504			8" SANITARY SEWER BY PIPE BURST	LF	1059.00	\$88.40	\$93,615.60	
5	QT3	S.104	5	1700	36920505			6" SANITARY SEWER	LF	132.00	\$35.00	\$4,620.00	
6	QT3	S.104	6	1705	36920506			4" SANITARY SEWER	LF	155.00	\$32.00	\$4,960.00	
7	QT3	S.201	7	1710	36920507			SEWER MANHOLE	EA	9.00	\$2,800.00	\$25,200.00	
8	QT3	S.201	8	1715	36920508			SQUARE SEWER MANHOLE	EA	17.00	\$3,500.00	\$59,500.00	
9	QT3	WS.5	19	1785	36920518			30" CASING BY BORE-SANITARY SEWER	LF	0.00	\$370.00	\$0.00	
10	QT3	WS.5	21	1770	36920519			24" CASING BY BORE-SANITARY SEWER	LF	599.00	\$290.00	\$173,710.00	
11	QT3	WS.3	25	1795	36920524			18" CASING BY OPEN CUT-SANITARY SEWER	LF	586.00	\$130.00	\$76,180.00	
12	QT3	WS.8	84	2075	36920580			GROUT FILL EXISTING 15" SANITARY SWR	LF	346.00	\$9.00	\$3,114.00	
13	QT3	WS.8	85	2080	36920581			GROUT FILL EXISTING 8" SANITARY SWR	LF	0.00	\$3.50	\$0.00	
14	QT3	WS.8	86	2085	36920582			GROUT FILL EXISTING 8" SANITARY SWR	LF	4312.00	\$3.70	\$15,954.40	
15	QT3	WS.12	87	2090	36920583			ABANDON EXISTING MANHOLES	EA	23.00	\$730.00	\$16,790.00	
16	QT3	S.203	88	2095	36920584			SANITARY SEWER SERV. CONN. (4" OR 6")	EA	23.00	\$720.00	\$16,560.00	
17	QT3	S.201	89					SEWER MANHOLE DROP STRUCTURE	EA	0.00	\$4,000.00	\$0.00	
18				2230	96080518			RESTOCK FEE MANHOLE	EA	1.00	\$4,564.72	\$4,564.72	
19				2255	96080522			STORM SEWER DELAY BY MANHOLE	LS	1.00	\$1,133.30	\$1,133.30	
20	QT3	S.103	103	2265	96080524			16" DIP RESTRAINED	LF	330.00	\$61.00	\$20,130.00	
21				2290	96080528			SEWER TIE-IN	EA	1.00	\$1,328.25	\$1,328.25	
22				2300	96080530			MANHOLE MATERIAL	LS	1.00	\$2,739.93	\$2,739.93	
TOTALS SANITARY SEWER													\$827,307.20

FINAL PROJECT COSTS

SEQ NO.	SHT NO.	Spec.	REF NO	LINE NO	ITEM NO.	VALUE LINE NO.	VALUE ITEM CODE	BID ITEM DESCRIPTION	UNITS	PAID TO DATE QUANTITY	UNIT BID PRICE	PAID AMOUNT
1	QT1	W.104	9	1720	36920509			24" WATER LINE	LF	185.00	\$91.00	\$16,835.00
2	QT1	W.104	10	1725	36920510			18" WATER LINE	LF	808.00	\$65.00	\$52,320.00
3	QT1	W.104	11	1730	36920511			16" WATER LINE	LF	168.00	\$92.00	\$15,456.00
4	QT1	W.105	12	1735	36920512			12" WATER LINE	LF	7969.40	\$48.00	\$382,531.20
5	QT1	W.105	13	1740	36920513			8" WATER LINE	LF	224.00	\$39.00	\$8,736.00
6	QT1	W.105	14	1745	36920514			6" WATER LINE	LF	241.00	\$35.00	\$8,435.00
7	QT1	W.105	15	1750	36920515			3" WATER LINE	LF	0.00	\$33.00	\$0.00
8	QT1	WS.3	15	1755	36920516			36" CASING BY OPEN CUT	LF	9.00	\$200.00	\$1,800.00
9	QT1	WS.3	17	1760	36920517			30" CASING BY OPEN CUT	LF	60.00	\$170.00	\$10,200.00
10	QT1	WS.5	18	1775	36920520			30" CASING BY BORE-WATER LINE	LF	219.00	\$360.00	\$78,840.00
11	QT1	WS.5	20	1780	36920521			24" CASING BY BORE-WATER LINE	LF	560.00	\$260.00	\$145,600.00
12	QT1	WS.3	22	1785	36920522			24" RCP CASING BY OPEN CUT	LF	0.00	\$160.00	\$0.00
13	QT1	WS.3	23	1790	36920523			21" RCP CASING BY OPEN CUT	LF	12.00	\$90.00	\$1,080.00
14	QT1	WS.3	24	1800	36920525			16" CASING BY OPEN CUT-WATER LINE	LF	0.00	\$115.00	\$0.00
15	QT1 / QT3	WS.3	26	1805	36920526			24" CASING BY OPEN CUT	LF	40.00	\$200.00	\$8,000.00
16	QT1 / QT3	WS.5	27	1810	36920527			UNCASED BORE (12" & 8")	LF	535.00	\$85.00	\$45,475.00
17	QT1	W.104	28	1815	36920528	1816	36920528	24" X 11.25 M.J. BEND	EA	0.00	\$1,780.00	\$0.00
18	QT1	W.104	29	1820	36920529	1821	36920529	24" X 6" M.J. TEE	EA	1.00	\$2,055.00	\$2,055.00
19	QT1	W.104	30	1825	36920530	1826	36920530	24" X 24" M.J. TEE	EA	1.00	\$2,920.00	\$2,920.00
20	QT1	W.203	31	1830	36920531			24" BUTTERFLY M.J. VALVE	EA	1.00	\$8,800.00	\$8,800.00
21	QT1	W.104	32	1835	36920532	1836	36920532	24" X 12" M.J. REDUCER	EA	1.00	\$1,042.00	\$1,042.00
22	QT1	W.104	33	1840	36920533	1841	36920533	CONNECT TO EX. 24" LINE	EA	2.00	\$2,512.00	\$5,024.00
23	QT1	W.104	34	1845	36920534	1846	36920534	18" X 18" M.J. TEE	EA	4.00	\$1,954.00	\$7,816.00
24	QT1	W.104	35	1850	36920535	1851	36920535	18" X 12" M.J. TEE	EA	0.00	\$1,700.00	\$0.00
25	QT1	W.104	36	1855	36920536	1856	36920536	18" X 12" M.J. REDUCER	EA	3.00	\$785.00	\$2,355.00
26	QT1	W.104	37	1860	36920537	1861	36920537	18" X 11.25 M.J. BEND	EA	4.00	\$1,176.00	\$4,704.00
27	QT1	W.104	38	1865	36920538	1866	36920538	18" X 8" M.J. TEE	EA	1.00	\$1,791.00	\$1,791.00
28	QT1	W.104	39	1870	36920539	1871	36920539	CONNECT TO EX. 18" LINE	EA	3.00	\$4,405.00	\$13,215.00
29	QT1	W.104	40	1875	36920540	1876	36920540	18" X 22.5 M.J. BEND	EA	2.00	\$1,176.00	\$2,352.00
30	QT1	W.203	41	1880	36920541			18" M.J. BUTTERFLY VALVE	EA	4.00	\$5,000.00	\$20,000.00
31	QT1	W.104	42	1885	36920542	1886	36920542	16" X 12" M.J. REDUCER	EA	2.00	\$553.00	\$1,106.00
32	QT1	W.104	43	1890	36920543	1891	36920543	18" X 18" M.J. TEE	EA	1.00	\$1,275.00	\$1,275.00
33	QT1	W.104	44	1895	36920544	1896	36920544	CONNECT TO EX. 16" LINE	EA	1.00	\$1,868.00	\$1,868.00
34	QT1	W.105	45	1900	36920545	1901	36920545	12" X 6" M.J. TEE	EA	5.00	\$508.00	\$2,540.00
35	QT1	W.105	46	1905	36920546	1906	36920546	12" X 45 M.J. BEND	EA	16.00	\$416.00	\$6,656.00
36	QT1	W.105	47	1910	36920547	1911	36920547	12" X 8" M.J. TEE	EA	8.00	\$542.00	\$4,336.00
37	QT1	W.105	48	1915	36920548	1916	36920548	12" X 12" M.J. CROSS	EA	1.00	\$933.00	\$933.00
38	QT1	W.105	49	1920	36920549	1921	36920549	12" X 11.25 M.J. BEND	EA	10.00	\$537.00	\$5,370.00
39	QT1	W.105	50	1925	36920550	1926	36920550	12" X 12" M.J. TEE	EA	3.00	\$700.00	\$2,100.00
40	QT2	W.105	51	1930	36920551	1931	36920551	12" M.J. CAP	EA	1.00	\$370.00	\$370.00
41	QT2	W.105	52	1935	36920552	1936	36920552	12" X 22.5 M.J. BEND	EA	1.00	\$537.00	\$537.00
42	QT2	W.105	53	1940	36920553	1941	36920553	12" X 6" M.J. REDUCER	EA	0.00	\$225.00	\$0.00
43	QT2	W.105	54	1945	36920554	1946	36920554	CONNECT TO EXISTING 12" LINE	EA	7.00	\$1,410.00	\$9,870.00
44	QT2	W.203	55	1950	36920555			12" M.J. GATE VALVE	EA	29.00	\$1,350.00	\$39,150.00
45	QT2	W.203	56	1955	36920556			8" M.J. GATE VALVE	EA	9.00	\$675.00	\$6,075.00
46	QT2	W.105	57	1960	36920557	1961	36920557	8" X 45 M.J. BEND	EA	12.00	\$220.00	\$2,640.00
47	QT2	W.105	58	1965	36920558	1966	36920558	8" X 90 M.J. BEND	EA	2.00	\$228.00	\$440.00
48	QT2	W.105	59	1970	36920559	1971	36920559	CONNECT TO EXISTING 8" LINE	EA	8.00	\$1,630.00	\$13,040.00
49	QT2	W.203	60	1975	36920560			6" M.J. GATE VALVE	EA	6.00	\$540.00	\$3,240.00
50	QT2	W.105	61	1980	36920561	1981	36920561	CONNECT TO EXISTING 6" LINE	EA	6.00	\$1,580.00	\$9,480.00
51	QT2	W.105	62	1985	36920562	1986	36920562	6" X 45 M.J. BEND	EA	10.00	\$182.00	\$1,820.00

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52	QT2	W.105	63	1990	36920563	1991	36920563	CONNECT TO EXISTING 3" LINE	EA	1.00	\$655.00	\$655.00
53	QT2	W.205	64	1995	36920564	1996	36920564	TYPE 1 FIRE HYDRANT ASSEMBLY	EA	11.00	\$2,928.00	\$32,208.00
54	QT2	W.205	65	2000	36920565	2001	36920565	TYPE 2 FIRE HYDRANT ASSEMBLY	EA	4.00	\$2,628.00	\$10,512.00
55	QT2	W.205	66	2005	36920566	2006	36920566	TYPE 3 FIRE HYDRANT ASSEMBLY	EA	14.00	\$2,828.00	\$39,592.00
56	QT2 / QT3	W.207	67	2010	36920567			2" WATER METER	EA	29.00	\$1,800.00	\$52,200.00
57	QT2	W.201	68	2015	36920568			2" SINGLE WATER SERVICE	EA	32.00	\$1,000.00	\$32,000.00
58	QT2	W.201	69	2020	36920569			2" DOUBLE WATER SERVICE	EA	1.00	\$1,100.00	\$1,100.00
59	QT2	W.207	70	2025	36920570			3" WATER METER	EA	1.00	\$3,500.00	\$3,500.00
60	QT2	W.203	71	2030	36920571			6" BLOWOFF ASSEMBLY	EA	2.00	\$2,300.00	\$4,600.00
61	QT2	W.204	72	2035	36920572			1" AIR RELEASE	EA	1.00	\$900.00	\$900.00
62	QT2	WS.9	73	2040	36920573			DRY RIP RAP CHANNEL LINING	SY	77.00	\$36.00	\$2,772.00
63	QT3	W.205	77	2045	36920574			ADJUST EX. FIRE HYDRANT LOCATION	EA	1.00	\$2,000.00	\$2,000.00
64	QT3	WS.8	79	2050	36920575			GROUT FILL EXISTING 12" WATER LINE	LF	2207.00	\$7.00	\$15,449.00
65	QT3	WS.8	80	2055	36920576			GROUT FILL EXISTING 18" WATER LINE	LF	830.00	\$12.50	\$10,375.00
66	QT3	WS.8	81	2060	36920577			GROUT FILL EXISTING 8" WATER LINE	LF	6060.00	\$4.30	\$26,058.00
67	QT3	WS.8	82					GROUT FILL EXISTING 6" WATER LINE	LF	0.00	\$4.20	\$0.00
68	QT3	WS.8	83	2070	36920579			GROUT FILL EXISTING 24" WATER LINE	LF	258.00	\$25.00	\$6,450.00
69	QT2	104-0521	74	1660	1040521			REMOVE CONC (CURB OR C&G)	LF	0.00	\$2.75	\$0.00
70	QT2/QT3	351-051	76	1685	3510501			REPAIR EXIST FLEX PAV STRUCT (8")	SY	77.00	\$150.00	\$11,550.00
71	QT2/QT3	402-0508	78	1670	4020508			TRENCH EXCAVATION PROTECTION	LF	13442.00	\$1.00	\$13,442.00
72	QT2	529-0602	73	1675	5290502			CONCRETE CURB AND GUTTER (TYPE 2)	LF	0.00	\$14.00	\$0.00
73	QT2	W.105	90	2110	96080504			4" X 90 M.J. BEND	EA	3.00	\$170.00	\$510.00
74	QT2	W.104	92	2115	96080505			12" WATER LINE DIP CL 350	LF	18.00	\$75.00	\$1,350.00
75	QT2	W.105	93	2120	96080506			4" WATER LINE	LF	28.50	\$34.00	\$969.00
76	QT2	W.105	94	2125	96080507			8" X 4" REDUCER	EA	1.00	\$250.00	\$250.00
77	QT2 / QT3	WS.3	91	2130	96080508			20" CASING BY OPEN CUT	LF	450.70	\$160.00	\$72,112.00
78				2135	96080509			ELECTRICAL CONDUIT	LS	3313.50	\$1.00	\$3,313.50
79	QT2	W.104	96	2140	96080510			WATER LINE AT BEE CREEK	LS	9326.93	\$1.00	\$9,326.93
80	QT2	W.104	97	2145	96080511			12" WATER LINE DIP CL 350 RESTRAINED	LF	174.50	\$131.61	\$22,965.95
81	QT2	W.105	95	2205	96080512			12" X 8" REDUCER	EA	1.00	\$250.00	\$250.00
82	QT2	W.105	102	2235	96080517			18" X 90 M.J. BEND	EA	1.00	\$1,620.00	\$1,620.00
83				2240	96080519			DEEPER BORE COSTS HARVEY & REDMON	LS	1.00	\$7,059.94	\$7,059.94
84				2245	96080520			BORE DELAYS	LS	1.00	\$8,590.86	\$8,590.86
85				2250	96080521			MOB / DEMOB COSTS	LS	1.00	\$3,492.16	\$3,492.16
86	QT2	W.105	98	2210	96080513			CONNECT TO 24" RCCP	LS	1.00	\$14,331.22	\$14,331.22
87	QT2	W.105	99	2215	96080514			24" X 45 M.J.	EA	1.00	\$2,150.00	\$2,150.00
88	QT2	W.104	100	2220	96080515			24" DIP	LF	94.00	\$108.20	\$10,178.80
89	QT2	W.105	101	2225	96080516			12" PVC REMOVE AND REPLACE	LF	70.00	\$50.01	\$3,500.70
90				2260	96080523			3" WATER LINE CONN AT MOTEL 6	LS	1.00	\$2,838.71	\$2,838.71
91				2275	96080526			MODIFICATION TO INLETS A3 & A11	LS	1.00	\$332.04	\$332.04
92				2285	96080527			REMOVE AND REPLACE CONC PAVEMENT	SY	146.00	\$124.68	\$18,203.28
93				2305	96080531			CEMENT STABILIZED BACKFILL	LS	1.00	\$5,258.00	\$5,258.00
94	QT2	WS.3	104	2310	96080532			CONCRETE CAP	LF	0.00	\$0.00	\$0.00
95	QT2	W.105	105	2311	96080533			12" X 90 M.J. BEND	EA	2.00	\$600.00	\$1,200.00
96	QT2	W.105	106	2314	96080534			18" X 45 M.J. BEND	EA	2.00	\$1,100.00	\$2,200.00
97	QT2	W.105	107	2315	96080535			4" M.J. GATE VALVE	EA	2.00	\$475.00	\$950.00
98	QT2	W.105	108	2320	96080536			16" M.J. BUTTERFLY VALVE	EA	1.00	\$4,850.00	\$4,850.00
99	QT2			2325	96080537			EQUIPMENT CHANGE TO SAVE A&M HARDS	LS	1.00	\$3,032.00	\$3,032.00
								TOTALS WATER LINE				\$1,424,634.29

FINAL PROJECT COSTS

ACTUAL CONSTRUCTION COSTS

SANITARY SEWER CONSTRUCTION COST	\$	827,307.20
WATER LINE CONSTRUCTION COST	\$	1,424,634.29
CSJ: 0050-01-072	\$	<u>2,251,941.49</u>
ROADWORK	CSJ: 0050-01-060	\$17,816,221.07

MOBILIZATION COSTS

CITY'S PORTION OF MOBILIZATION = 12.6%

$$\frac{\$ 2,251,941.49}{\$17,816,221.07} = 12.6\%$$

$$\begin{aligned} \text{ITEM 500 MOBILIZATION BID PRICE} &= \$ 1,700,000.00 \\ \$1,700,000.00 \times 12.6\% &= \$ 214,200.00 \end{aligned}$$

ENGINEERING COSTS

$$\begin{aligned} \text{TXDOT ENGINEERING (1\% OF SEWER \& WATER PROJECT COST)} \\ \$2,251,941.49 \times 1.0\% &= \$ 22,519.41 \end{aligned}$$

SANITARY & WATER PROJECT COST RATIOS/PERCENTAGES

$$\begin{aligned} \text{SANITARY SEWER PROJECT PERCENTAGE} &= 36.74\% \\ \frac{\$ 827,307.20}{\$ 2,251,941.49} &= 36.74\% \end{aligned}$$

$$\begin{aligned} \text{WATER PROJECT PERCENTAGE} &= 63.26\% \\ \frac{\$ 1,424,634.29}{\$ 2,251,941.49} &= 63.26\% \end{aligned}$$

SUMMARY OF FINAL PROJECT COSTS

SANITARY SEWER

SANITARY SEWER CONSTRUCTION	\$	827,307.20
MOBILIZATION (36.74%)	\$	214,200.00 x 36.74% = \$ 78,697.08
TXDOT ENGINEERING (36.74%)	\$	22,519.41 x 36.74% = \$ 8,273.63

SANITARY SEWER TOTAL \$ 914,277.91

WATER LINE

WATER LINE CONSTRUCTION	\$	1,424,634.29
MOBILIZATION (63.26%)	\$	214,200.00 x 63.26% = \$ 135,502.92
TXDOT ENGINEERING (63.26%)	\$	22,519.41 x 63.26% = \$ 14,245.78

WATER LINE TOTAL \$ 1,574,382.99

GRAND TOTAL \$ 2,488,660.90

June 12, 2008
Regular Agenda Item No. 1
UDO and Comprehensive Plan Annual Review

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding the annual review of the Unified Development Ordinance (UDO) and the Comprehensive Plan, including recent UDO amendments, proposed UDO amendments, and recent Comprehensive Plan amendments.

Recommendation(s): The Planning and Zoning Commission has accepted the report and staff recommends the Council accept the same.

Summary: The Unified Development Ordinance annual review is required by the ordinance to provide for an on-going effort to keep the development codes of the City of College Station current and relevant. The UDO also calls for an annual review of amendments to the Comprehensive Plan as the ordinance requires that the Plan be amended before development can be permitted that would conflict with it. These are amendments to the Plan made outside of the Comprehensive Plan updating process.

The last annual review was considered by City Council on June 28, 2007.

Budget & Financial Summary: N/A

Attachments:

1. 2008 Annual Review of the Unified Development Ordinance
2. 2008 Annual Review of the Comprehensive Plan

2008 Annual Review of the Unified Development Ordinance

Approved Amendments to the UDO since June 28, 2007

1. Park Land Dedication in the Extraterritorial Jurisdiction (September 13, 2007)
 - Section 10 Requirements for Park Land Dedication (Subdivision Regulations) was amended to raise the fees for park land dedication and development, and to require such dedications in the ETJ.
2. Design Review Board Powers and Duties (September 27, 2007)
 - Section 2.4.D Powers and Duties and 2.8 Summary of Review Authority were amended to give the Board the authority to review the aesthetic and material qualities of Gateway Grant applications for matching City funds.
3. Commercial Banners (December 13, 2007)
 - Section 7.4.C Summary of Permitted Signs was amended to add commercial banners to the table and verify their use in multi-family zoning districts.
4. Northgate Sidewalks (December 13, 2007)
 - Section 5.6.B.8 Sidewalk Standards was amended to remove the requirement to improve sidewalks as part of facade and rehabilitation projects in Northgate.
5. Nonconforming Lots of Record (December 13, 2007)
 - Section 9.4 Nonconforming Lots of Record was amended in anticipation of pending annexation to made allowances for single family development on nonconforming lots zoned A-O Agricultural Open.
6. Single Family Overlay Districts (December 13, 2007)

The following sections were amended or added to create overlay districts which support neighborhood protection efforts across the City. The amendments establish the NPO Neighborhood Prevailing Overlay District and the NCO Neighborhood Conservation Overlay District, which are intended to provide additional options to older, established single-family neighborhoods for the protection against incompatible infill and redevelopment.

 - Section 3.2 Zoning Map Amendment (Rezoning)
 - Section 4.1 Establishment of Districts
 - Section 5.2 Residential Dimensional Standards
 - Section 5.9 Single-Family Overlay Districts
 - Section 7.1.D Required Yards (Setbacks)
 - Section 11.2 Defined Terms
 - Subdivision Regulations Section 18 Platting and Replatting within Older Residential Subdivisions

Denied Amendments to the UDO since June 28, 2007

7. Design Review Board Membership (September 27, 2007)
 - Section 2.4.B Membership and Terms was proposed to be amended to adjust the membership criteria to remove requirements of ties to a design district and either replace the registered architect with a person knowledgeable in aesthetic or architectural design issues or remove the position altogether. It was also proposed that the developer or land owner in a design district be replaced with a

person with general knowledge of development codes and processes or remove the position altogether. Council had concerns about the loss of an architect on the board and the diversity of input if the board were to be reduced to five members.

Pending Amendments to the UDO

8. Traffic Impact Analysis

- As per the request of the City Council, Staff brought the last iteration of this item forward on February 28, 2008. Council voted to remand the item back to the P&Z.

9. Growth Management

As per the request of City Council, on February 28, 2008 Staff brought forward proposed amendments to the Subdivision Regulations that would help to direct growth in College Station and the Extraterritorial Jurisdiction. This item was postponed until after the adoption of a new Comprehensive Plan in 2009. Proposed amendments included:

- Establishing a minimum lot width of 400 feet along thoroughfares in the ETJ;
- Requiring a minimum lot size of 20 acres in the ETJ;
- Revising development plat waivers and exemptions;
- Removing the option to build the urban curb-and-gutter street section in the ETJ; and
- Streamlining redevelopment standards for development within the City.

10. Full Integration of the Subdivision Regulations into the UDO

- As per the request of the City Council to update the Subdivision Regulations, Staff began the update process by bringing forward amendments on February 28, 2008 that would fully integrate the Subdivision Regulations into the UDO. Staff was given direction to bring the proposal back without the Growth Management items.

11. Historic Preservation Enabling Ordinance

- As per the request of the City Council, Staff is in the process of creating a proposed amendment to create a Historic Preservation Overlay District that may be used to preserve historically significant sites and areas in the City. Included in this proposal will be the creation of a Landmark Commission and the processes involved to receive Certificates of Appropriateness and Certificates of Demolition.

12. Design Review Board Membership

- As per the request of the Design Review Board, Section 2.4.B Membership and Terms will be revised and brought back for consideration. Since this item was denied last year, Staff and Councilman Massey have met with representatives of the local chapter of the American Institute of Architects to discuss board recruitment and the difficulties presented by using the term "architect". As recruitment of an "architect" has been unsuccessful to this point, an amendment will be proposed that meets the intent of the current ordinance while opening the "architect" position to a greater pool of candidates, as discussed with the AIA.

13. Detention Pond Aesthetics

- As per the request of the Planning & Zoning Commission, Staff is in the process of creating a proposed amendment to increase the aesthetics of detention ponds in the City.

14. Tree Preservation

- With direction from City Council on January 10, 2008, a toolkit of tree preservation measures will be explored. Some options will likely result in proposed amendments to the UDO that will provide incentives for the preservation of mature trees during development.

2008 Annual Review of the Comprehensive Plan

Approved Amendments to the Comprehensive Plan since June 28, 2007

1. Ramada Land Use Plan Amendment (July 26, 2007)
 - At the request of the land owner, an area consisting of 3.956 acres located at 1502 Texas Avenue South was amended from Regional Retail and Floodplains & Streams to Redevelopment and Floodplains & Streams.
2. City of College Station Memorial Cemetery and Aggie Field of Honor Land Use Plan and Thoroughfare Plan Amendments (November 19, 2007)
 - The City initiated amendments on an area consisting of 56 acres located at 3800 Raymond Stotzer Parkway from Industrial/Research and Development and TAMU to Institutional and to remove two unnamed minor collectors.
3. 1103 Rock Prairie Road Land Use Plan Amendment (November 19, 2007)
 - At the request of the land owner, an area consisting of 2.76 acres was amended from Single Family Residential Medium Density to Office.
4. Mike Butte Land Use Plan Amendment (November 19, 2007)
 - The land owner initiated a request to amend an area consisting of 7.6 acres at 2021 Harvey Mitchell Parkway from Institutional and Floodplain & Streams to Residential Attached and Floodplain & Streams. The actual amendment was to Planned Development and Floodplain & Streams.
5. East College Station Thoroughfare Plan Amendment (December 13, 2007)
 - At the request of City Council, the thoroughfare system on the east side of Earl Rudder Freeway/SH 6 from SH 30 to William D. Fitch Parkway was evaluated. The amendment included numerous street realignments, street reclassifications, the removal of several major streets, and the addition of streets.
6. Holleman/Jones-Butler/Dowling Thoroughfare Plan Amendment (February 28, 2008)
 - At the request of a land owner, the Thoroughfare Plan was amended to realign Holleman Drive, Jones-Butler Road, and Dowling Road along the south side of Harvey Mitchell Parkway.
7. 3180 Cain Road Land Use Plan Amendment (February 28, 2008)
 - Due to pending annexation, at the request of the land owner, an area consisting of 10.434 acres was amended from Single Family Residential Low Density to Residential Attached.
8. 2950 Rock Prairie Rd. West Land Use Plan Amendment (March 13, 2008)
 - At the request of the land owner, an area consisting of 10.44 acres was amended from Single Family Residential Medium Density and Retail Neighborhood to Single Family Residential High Density.
9. 450 William D. Fitch Parkway Land Use Plan Amendment (April 24, 2008)
 - At the request of the land owner, an area consisting of 75.07 acres was amended from Neighborhood Commercial, Floodplain and Streams, Institutional, and Single

Family Residential Medium Density to Floodplain and Streams and Single Family Residential Medium Density.

10. 3998 Rock Prairie Rd. Land Use Plan Amendment (April 24, 2008)

- Due to annexation, at the request of the land owner, an area consisting of 224.53 acres was amended from Rural to Single Family Residential Low Density and Single Family Residential Medium Density.

11. 3072 Rock Prairie Road West Land Use Plan Amendment (May 8, 2008)

- At the request of the land owner, an area consisting of 3 acres was amended from Single Family Residential Medium Density to Single Family Residential High Density.

12. 3690 and 3695 Longmire Drive Land Use Plan Amendment (May 8, 2008)

- At the request of the land owner, an area consisting of 14.147 acres was amended from Single Family Residential Medium Density to Retail Neighborhood and Office.

13. Creek Meadows Land Use Plan Amendment (May 8, 2008)

- Due to annexation, at the request of the land owner, an area consisting of 293.233 acres located near Greens Prairie Trail was amended from Rural to Planned Development.

Pending Amendments to the Comprehensive Plan

14. 1250 Harvey Mitchell Parkway South Land Use Plan Amendment (May 22, 2008)

- The land owner is requesting an area consisting of 6.20 acres to be amended from Industrial Research and Development to Residential Attached.

Denied Amendments to the Comprehensive Plan since June 28, 2007

15. Eisenhower Thoroughfare Plan Amendment (November 19, 2007)

- It was the request of a land owner to remove the Eisenhower Street major collector between University Drive and Walton Drive from the Thoroughfare Plan.

Withdrawn or Pending Amendments (by applicant) to the Comprehensive Plan since June 28, 2007

16. Rock Prairie Road and William D. Fitch Parkway Land Use Plan Amendment

- An area consisting of 71 acres generally located along the east side of Rock Prairie Road approximately 800 feet from the intersection of Rock Prairie Road and William D. Fitch Parkway was proposed by the land owners to be amended from Single Family Residential Low Density to Single Family Residential Medium Density, Office, and Neighborhood Commercial and from Regional Retail to Single Family Residential Medium Density. This request was withdrawn before going to the P&Z.

17. 317 and 321 Redmond Drive

- An area consisting of 0.95 acres adjacent to the Ramada Inn site was proposed by the land owner to be amended from Regional Retail and Residential Attached to Redevelopment. This request was heard by the P&Z on January 17, 2008.

18. Randall's University Park Land Use Plan Amendment

- An area consisting of 3.31 acres at 510 Chimney Hill Road was proposed by the land owner to be amended from Single Family Residential Medium Density to Single Family Residential High Density. This request was heard by the P&Z on April 3, 2008.

June 12, 2008
Regular Agenda Item No. 2
Longmire Rezoning

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion of an ordinance rezoning 14.15 acres from A-O Agricultural-Open to A-P Administrative Professional for the property located at 3690 and 3695 Longmire Drive, generally located on both the east and west sides of Longmire Drive, south of its intersection with Bridle Gate Drive.

Recommendation(s): The Planning & Zoning Commission heard this item on May 15, 2008 and unanimously recommended approval of the rezoning with a vote of 4-0. Staff also recommended approval of the rezoning request.

Summary: The request was analyzed for compliance with the review criteria for a rezoning, as stated in the Unified Development Ordinance, as follows:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan was recently amended to designate the subject property as Office on the Land Use Plan. The requested A-P Administrative Professional zoning is an appropriate district to implement the Office designation.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Generally, the AP Administrative Professional zoning district allows for the development of offices and personal services. The uses permitted have relatively low traffic generation, require limited location identification, and generally have daytime hours of operation, and, as such, are generally compatible with adjacent single-family uses.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The uses permitted by the proposed district are generally reliant on good access to local arterials. While Longmire Drive connects to arterials within the larger transportation system, it is designated as a major collector on the Thoroughfare Plan. At the time of development, City ordinances will require the extension of a residential street from the Dove Crossing Subdivision through this property, as well as an extension into the vacant property to the north. Because of the location of the property, it is likely that traffic will travel through both the Bridle Gate Estates and Dove Crossing subdivisions to access the site, regardless of the use of the property.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned A-O Agricultural Open. In this area, the A-O district is used as a holding zone for property that is projected in the Comprehensive Plan for conversion to more intensive urban uses at such time as the need for the use is present.

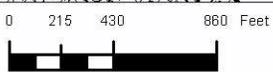
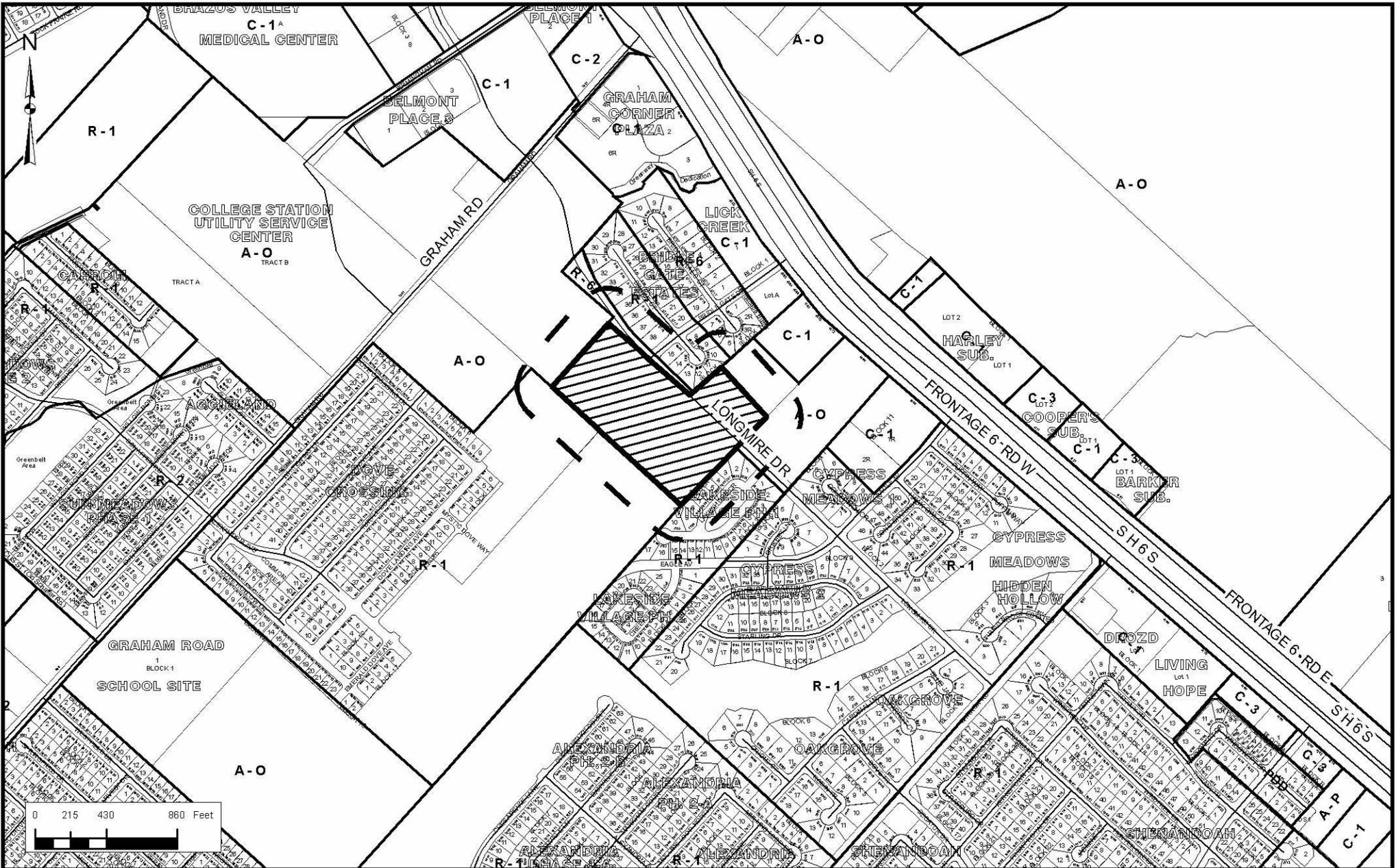
While the permitted uses in A-O, including low density residential, agricultural or open space uses, are generally compatible with residential development, not all agricultural uses may be appropriate on the property due to its size and the level of development that has occurred in the area.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The existing zoning allows the property to be marketed for agricultural or low-density residential uses. The proposed rezoning would generally allow for the property to be marketed for office development. The possible creation of a medical office corridor near the subject property may affect the marketability of the property; it is unknown whether the effect would be positive or negative.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 8-inch water line that runs along the west side of Longmire Drive and terminates at the southern property line. This line will need to be extended north through the subject property when the property is platted. Additionally, there is an existing 8-inch water line located across Longmire Drive within the Bridle Gate Drive right-of-way. An 8-inch sanitary sewer line was extended to the southeast property line with the Lakeside Village development. There are other sanitary sewer lines in the area if additional capacity is needed. Drainage of the site is primarily to the southeast within the Lick Creek drainage basin. All utilities shall be designed in accordance with the BCS Unified Design Guidelines at the time of Platting and Site Development.

Budget & Financial Summary: None.

Attachments:

1. Small Area Map
2. Draft Planning & Zoning Commission Meeting minutes, May 15, 2008
3. Ordinance



Zoning Districts		R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - O	Agricultural Open	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
A - OR	Rural Residential Subdivision	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 1B	Single Family Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R - 2	Duplex Residential	C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, May 15, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Bill Davis, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: Harold Strong

CITY COUNCIL MEMBERS PRESENT: Lynn McIhaney

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Erika Bridges, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, Customer Service Representative Gina Southerland and Staff Assistant Brittany Caldwell

Regular Agenda

4. Public hearing, presentation, possible action, and discussion regarding a rezoning of 14.15 acres from A-O Agricultural-Open to A-P Administrative Professional for the properties located at 3690 & 3695 Longmire Drive, generally located on both the east and west sides of Longmire Drive, south of the intersection of Longmire Drive and Bridle Gate Drive. **Case #08-00500052 (JP)**

Commissioner Bauman recused himself.

Lindsay Boyer, Senior Planner, presented the rezoning and recommended approval.

Chairman Nichols opened the public hearing.

Mike Gentry, attorney for the applicant, stated that there is a market demand for Office.

Chairman Nichols closed the public hearing.

Commissioner Sanford motioned to recommend approval of the rezoning. Commissioner Schroeder seconded the motion, motion passed (4-0).

ORDINANCE NO. _____

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

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 12th day of June, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following properties are rezoned from A-O Agricultural Open to A-P Administrative Professional, and are shown graphically in EXHIBIT "B":

Tract 1:

**METES AND BOUNDS DESCRIPTION
OF A
2.064 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
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 THE REMAINDER OF A CALLED 21.00 ACRE TRACT AS DESCRIBED BY A DEED TO JK DEVELOPMENT, L.L.P. RECORDED IN VOLUME 2539, PAGE 71 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/4 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND THE NORTHWEST LINE OF A CALLED 22.796 ACRE TRACT AS DESCRIBED BY A DEED TO PEYTON WALLER RECORDED IN VOLUME 327, PAGE 90 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE EAST CORNER OF A CALLED 1.0469 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 5971, PAGE 141 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 43° 29' 04" W ALONG THE NORTHEAST LINE OF SAID 1.0469 ACRE TRACT FOR A DISTANCE OF 423.36 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF BLOCK 1, BRIDLE GATE ESTATES, PHASE TWO. ACCORDING TO THE PLAT RECORDED IN VOLUME 6130, PAGE 67 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 51° 19' 56" E ALONG THE COMMON LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND BRIDLE GATE ESTATES, PHASE TWO, FOR A DISTANCE OF 235.27 FEET TO A POINT MARKING THE WEST CORNER OF A CALLED 5.79 ACRE TRACT AS DESCRIBED BY A DEED TO SECURCARE PROPERTIES X, LTD., RECORDED IN VOLUME 3397, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 38° 28' 54" E ALONG THE COMMON LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND SAID 5.79 ACRE TRACT FOR A DISTANCE OF 406.16 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 22.796 ACRE TRACT;

THENCE: S 46° 48' 18" W ALONG THE COMMON LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND SAID 22.796 ACRE TRACT FOR A DISTANCE OF 199.03 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.064 ACRES OF LAND AS SURVEYED ON THE GROUND JUNE, 2005. BEARING ORIENTATION SHOWN HEREIN IS BASED ON THE PLAT CALL BEARINGS OF BRIDLE GATE ESTATES, PHASE TWO, 6130/67.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-283A.MAB



Tract 2:

**METES AND BOUNDS DESCRIPTION
OF A
12.083 ACRE TRACT
ROBERT STEVENSON LEAGUE, A-54
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 THE REMAINDER OF A CALLED 21.00 ACRE TRACT AS DESCRIBED BY A DEED TO JK DEVELOPMENT, L.L.P. RECORDED IN VOLUME 2539, PAGE 71 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 ON THE SOUTHEAST LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND THE NORTHWEST LINE OF A CALLED 22.796 ACRE TRACT AS DESCRIBED BY A DEED TO PEYTON WALLER RECORDED IN VOLUME 327, PAGE 90 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTH CORNER OF A CALLED 1.0469 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 5971, PAGE 141 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 47° 20' 35" W ALONG THE COMMON LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND SAID 22.796 ACRE TRACT FOR A DISTANCE OF 480.32 FEET TO A 10 INCH FENCE CORNER POST FOUND MARKING THE SOUTH CORNER OF SAID REMAINDER OF 21.00 ACRE TRACT AND THE EAST CORNER OF A CALLED 97.94 ACRE TRACT AS DESCRIBED BY A DEED TO PHI-TON INVESTMENTS, L.P. RECORDED IN VOLUME 6251, PAGE 270 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 44° 16' 00" W ALONG THE COMMON LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND SAID 97.94 ACRE TRACT FOR A DISTANCE OF 1060.40 FEET TO A 6 INCH TREATED FENCE POST FOUND MARKING THE WEST CORNER OF SAID REMAINDER OF 21.00 ACRE TRACT AND THE SOUTH CORNER OF THE REMAINDER OF A CALLED 25.6 ACRE TRACT AS DESCRIBED BY A DEED TO MYRTLE L. TOLSON RECORDED IN VOLUME 3115, PAGE 35 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 44° 42' 47" E ALONG THE COMMON LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND SAID REMAINDER OF 25.6 ACRE TRACT FOR A DISTANCE OF 515.35 FEET TO A ½ INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID REMAINDER OF 21.00 ACRE TRACT;

THENCE: S 45° 12' 13" E ALONG THE NORTHEAST LINE OF SAID REMAINDER OF 21.00 ACRE TRACT FOR A DISTANCE OF 59.79 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID 1.0469 ACRE TRACT;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 21.00 ACRE TRACT AND SAID 1.0469 ACRE TRACT FOR THE FOLLOWING CALLS:

S 31° 45' 59" E FOR A DISTANCE OF 29.20 FEET TO A ½ INCH IRON ROD FOUND MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 535.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 03' 40" FOR AN ARC DISTANCE OF 103.28 FEET (CHORD BEARS: S 37° 19' 09" E - 103.12 FEET) TO A ½ INCH IRON ROD FOUND MARKING THE ENDING POINT OF SAID CURVE;

S 42° 50' 43" E FOR A DISTANCE OF 467.06 FEET TO A ½ INCH IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE;

S 43° 29' 43" E FOR A DISTANCE OF 425.53 FEET TO THE **POINT OF BEGINNING** CONTAINING 12.083 ACRES OF LAND AS SURVEYED ON THE GROUND JUNE, 2005. BEARING ORIENTATION SHOWN HEREIN IS BASED ON THE PLAT CALL BEARINGS OF BRIDLE GATE ESTATES, PHASE TWO, 6130/67.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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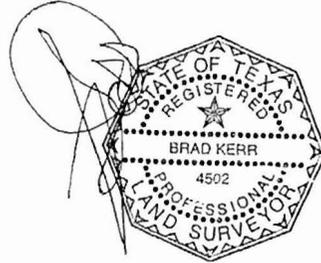
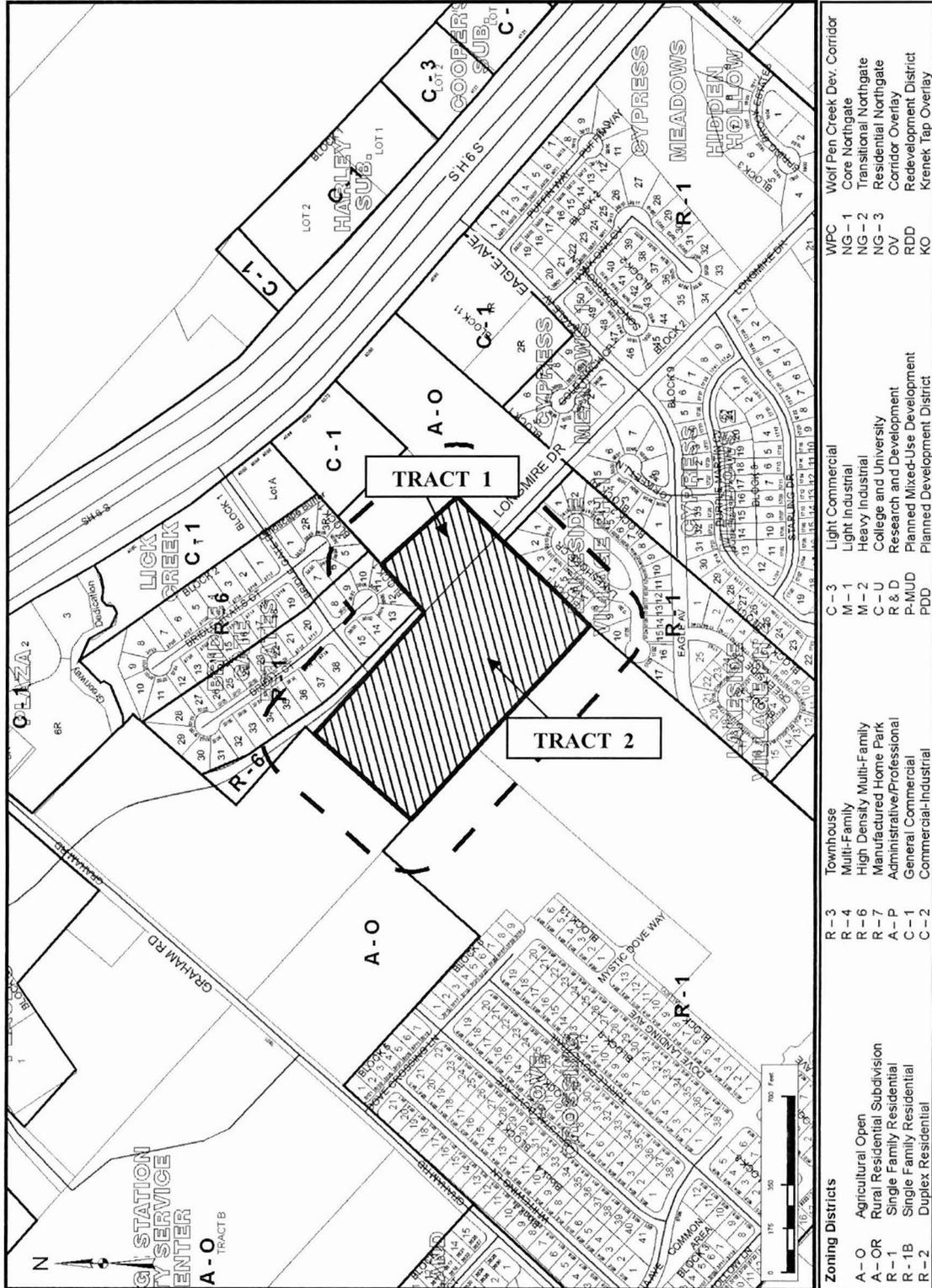


EXHIBIT "B"



June 12, 2008
Regular Agenda Item No. 3
Creek Meadows Rezoning

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 293.233 acres from A-O, Agricultural Open to PDD, Planned Development District for the Creek Meadows Subdivision located on Greens Prairie Trail.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval at their May 15th meeting. Staff also recommended approval.

Summary:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan amendment to Planned Development on this property will be heard by the City Council on May 8th. If the amendment is approved, this request will be in compliance with the Comprehensive Plan as the amendment would allow for medium density single-family development with some duplex and commercial development which would not be allowed under the current designation of Rural Residential. The Concept Plan is a reflection of the location and types of uses that were approved on the Creek Meadows Master Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** All of the property surrounding the Creek Meadow Subdivision are large lot residential and agricultural uses. Those in the City Limits are zoned for A-O, while the property to the west and south is outside the City Limits and outside the authority of the City's land use control. The development of Creek Meadows began prior to its annexation, and the approved uses on the tract (Medium Density Single-Family, Duplex, Commercial, and Open Space) are not compatible with the character of this area.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject tract is a relative flat property with drainage into a creek on the west side of the property. There are no known drainage issues on the property that would make the property unsuitable for this type of development. The property currently takes access to several rural roads that are not fully built to their thoroughfare designation. Because the Thoroughfare Plan was developed to support the uses on the Comprehensive Land Use Plan, revisions may be necessary to the Thoroughfare Plan to support higher density development in this area.

The existing surrounding land uses are much less dense than that proposed in the Creek Meadows Master Plan; however, the extension of City sewer into the area for this project supports the proposed density. Because the property began development prior to its annexation, this rezoning is a housekeeping item to reflect the development that is taking place on the property.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The

property could be suitable for large lot residential development in character with the surrounding uses. It is a large tract that would support a large acreage rural subdivision.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is marketable as large lot residential. However, the property has been under development for two years and is actively marketed for the uses allowed in the approved Master Plan.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The property is served by Wellborn Special Utility District for water service. The City sewer system has been extended into this area specifically for this project. Existing roads are rural roads, and the City may need to look at upgrading the thoroughfare classification of Greens Prairie Road West and Greens Prairie Trail to accommodate the density of this development.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Draft Planning and Zoning Commission Meeting Minutes, May 15, 2008
3. Ordinance

Background Information

NOTIFICATIONS

Advertised Commission Hearing Date: May 15, 2008
 Advertised Council Hearing Dates: June 12, 2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 7
 Contacts in support: None at the time of the Staff Report
 Contacts in opposition: None at the time of the Staff Report
 Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Major Collector	N/A - thoroughfare	Greens Prairie Trail
South	Rural Residential	N/A (ETJ)	Vacant
East	Rural Residential	A-O, Agricultural Open and Unzoned (ETJ)	Large lot residential
West	Major Collector	N/A - thoroughfare	Royder Ridge

DEVELOPMENT HISTORY

Annexation: March 29, 2008
Zoning: A-O, Agricultural Open
Plat: Master Plan – Creek Meadows Subdivision (2006)
 Preliminary Plat – Creek Meadows Subdivision (2006)
 Final Plat – Creek Meadows Subdivision, Section 1A and 1B (2007)
 Final Plat – Section 4, Phase 1 (2007)
 Final Plat – Section 4, Phase 2 (2007)
Site development: Duplex, single-family detached and vacant



DRAFT MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, May 15, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Marsha Sanford, Bill Davis, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: Harold Strong

CITY COUNCIL MEMBERS PRESENT: Lynn McIhaney

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Crissy Hartl, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Erika Bridges, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, Customer Service Representative Gina Southerland and Staff Assistant Brittany Caldwell

7. Public hearing, presentation, possible action, and discussion of a rezoning from A-O, Agricultural Open to PDD, Planned Development District for 293.233 acres of the Creek Meadows Subdivision generally located on Greens Prairie Trail between the intersections of Greens Prairie Trail with Greens Prairie Road West and Royder Ridge. **Case #08-00500056 (LB)**

Lindsay Boyer, Senior Planner, presented the rezoning and recommended approval.

There was general discussion regarding the rezoning.

Chairman Nichols asked if there was concern about the rural roads not being fully built to their thoroughfare designation.

Ms. Boyer stated that the property began development prior to being annexed, but the issue of the Thoroughfare Plan supporting higher density development in the area would be looked at in the Comprehensive Plan update.

Chairman Nichols opened the public hearing.

Rabon Metcalf stated that the road may not be sufficient, but there is 100 – 120 feet of ROW on Greens Prairie Trail and the applicant also gave additional dedication of ROW along Royder Road and Greens Prairie Road West.

Chairman Nichols closed the public hearing.

Commissioner Schroeder motioned to recommend approval of the rezoning. Commissioner Sanford seconded the motion, motion passed (5-0).

ORDINANCE NO. _____

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

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O, Agricultural Open to PDD, Planned Development District:

ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE JESSE BLEDSOE SURVEY, ABSTRACT NO. 71, AND THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 171.043 ACRE TRACT DESCRIBED AS TRACT ONE BY A DEED TO CREEK MEADOWS PARTNERS, L.P. RECORDED IN VOLUME 7068, PAGE 220 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALLED 6.074 ACRE TRACT AS DESCRIBED BY A DEED TO CREEK MEADOWS PARTNERS, L.P., RECORDED IN VOLUME 7135, PAGE 265 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SHOWN IN EXHIBIT “B” AND SHOWN GRAPHICALLY IN EXHIBIT “D”

And

ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE JESSE BLEDSOE SURVEY, ABSTRACT NO. 71, AND THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND CALLED 96.00 ACRES DESCRIBED AS TRACT TWO BY A DEED TO CREEK MEADOWS PARTNERS, L.P. RECORDED IN VOLUME 7068, PAGE 220 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SHOWN IN EXHIBIT “C” AND SHOWN GRAPHICALLY IN EXHIBIT “D”

Purpose Statement: The concept of this development is to provide single-family, multi-family, and commercial development within the master planned community of Creek Meadows in such a way that provides integration of mixed uses within the community.

Uses Allowed: Single-family Residential, Detached
Duplex Residential
Restaurants with and without a drive-thru
Dry cleaners & Laundry
Fuel Sales

Health Club/Sports Facility, Indoor
Personal Service Shop
Printing/Copy Shop
Retail Sales & Service

Conditions: None

Modifications Possible: Variation to side setbacks for duplex and single-family detached development from 7.5 feet to 5 feet
Variation to front setbacks for single-family detached development from 25 feet to 20 feet

EXHIBIT "B"

**METES AND BOUNDS DESCRIPTION
OF A
177.115 ACRE TRACT
JESSE BLEDSOE SURVEY, A-71
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE JESSE BLEDSOE SURVEY, ABSTRACT NO. 71, AND THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 171.043 ACRE TRACT DESCRIBED AS TRACT ONE BY A DEED TO CREEK MEADOWS PARTNERS, L.P. RECORDED IN VOLUME 7068, PAGE 220 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALLED 6.074 ACRE TRACT AS DESCRIBED BY A DEED TO CREEK MEADOWS PARTNERS, LP, RECORDED IN VOLUME 7135, PAGE 265 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 3/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF GREENS PRAIRIE ROAD (A COUNTY MAINTAINED PUBLIC ROAD) MARKING THE NORTH CORNER OF SAID 171.043 ACRE TRACT AND THE WEST CORNER OF LOT 8, WELLBORN OAKS, ACCORDING TO THE PLAT RECORDED IN VOLUME 345, PAGE 635 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 49° 13' 20" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID LOT 8 FOR A DISTANCE OF 411.68 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 8 AND LOT 9, WELLBORN OAKS;

THENCE: S 49° 02' 18" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID LOT 9 FOR A DISTANCE OF 392.33 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 9 AND LOT 10, WELLBORN OAKS;

THENCE: S 48° 48' 30" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID LOT 10 FOR A DISTANCE OF 983.70 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 11 AND LOT 12, WELLBORN OAKS;

THENCE: S 48° 30' 49" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID LOT 12 FOR A DISTANCE OF 488.99 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 12 AND LOT 13, WELLBORN OAKS;

★ THENCE: S 48° 10' 04" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID LOT 13 FOR A DISTANCE OF 388.51 FEET TO A 5/8 INCH IRON ROD FOUND ON THE WESTERLY LINE OF GREENS PRAIRIE TRAIL (100' R.O.W.) MARKING THE NORTHEAST CORNER OF SAID 171.043 ACRE TRACT, SAID IRON ROD FOUND MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 1010.00 FEET;

THENCE: ALONG THE WESTERLY LINE OF GREENS PRAIRIE TRAIL FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 30' 34" FOR AN ARC DISTANCE OF 819.86 FEET (CHORD BEARS: S 18° 31' 56" W – 797.54 FEET) TO THE ENDING POINT OF SAID CURVE;

S 04° 43' 21" E FOR A DISTANCE OF 1452.01 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 904.93 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 05' 23" FOR AN ARC DISTANCE OF 743.74 FEET (CHORD BEARS: S 18° 49' 20" W – 722.98 FEET) TO THE ENDING POINT OF SAID CURVE;

S 42° 22' 02" W FOR A DISTANCE OF 194.62 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 35.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 17' 25" FOR AN ARC DISTANCE OF 1.40 FEET (CHORD BEARS: S 43° 30' 45" W – 1.40 FEET) TO A POINT MARKING THE MOST SOUTHERLY CORNER OF SAID 171.043 ACRE TRACT, SAID POINT BEING ON THE FENCED NORTHEAST LINE OF ROYDER ROAD;

THENCE: ALONG THE SOUTHWEST LINE OF SAID 171.043 ACRE TRACT, SAME BEING CALLED THE NORTHEAST LINE OF ROYDER ROAD, FOR THE FOLLOWING CALLS:

✱ N 67° 00' 21" W FOR A DISTANCE OF 118.80 FEET TO A POINT;

N 46° 37' 47" W FOR A DISTANCE OF 49.98 FEET TO A POINT;

N 38° 43' 42" W FOR A DISTANCE OF 374.45 FEET TO A POINT;

N 39° 09' 45" W FOR A DISTANCE OF 66.70 FEET TO A POINT;

N 41° 19' 26" W FOR A DISTANCE OF 185.58 FEET TO A POINT;

N 26° 07' 30" W FOR A DISTANCE OF 24.96 FEET TO A POINT;

N 73° 21' 29" W FOR A DISTANCE OF 18.67 FEET TO A POINT;

N 75° 19' 02" W FOR A DISTANCE OF 19.44 FEET TO A POINT;

N 47° 29' 47" W FOR A DISTANCE OF 611.80 FEET TO A POINT;

N 47° 58' 01" W FOR A DISTANCE OF 385.49 FEET TO A POINT;

N 49° 00' 00" W FOR A DISTANCE OF 97.04 FEET TO A POINT;

N 47° 23' 35" W FOR A DISTANCE OF 655.50 FEET TO A POINT;

N 39° 13' 11" W FOR A DISTANCE OF 10.57 FEET TO A POINT MARKING THE MOST SOUTHERLY WEST CORNER OF SAID 171.043 ACRE TRACT;

THENCE: N 42° 26' 14" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND A

CALLED 2-3/5 ACRE TRACT AS DESCRIBED BY A DEED TO JOHNNY WILBORN AND WIFE, VIOLA WILBORN RECORDED IN VOLUME 74, PAGE 95 OF THE RELEASE RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 407.73 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 2.68 ACRE TRACT AS DESCRIBED BY A DEED TO LORENZO AND LANA WILBORN RECORDED IN VOLUME 7336, PAGE 54 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 32' 41" W ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID 2.68 ACRE TRACT FOR A DISTANCE OF 554.92 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF A CALLED 3.6981 ACRE TRACT AS DESCRIBED BY A DEED TO BRAZOS COUNTY RECORDED IN VOLUME 5663, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 25' 02" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID 3.6981 ACRE TRACT FOR A DISTANCE OF 209.85 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 6.074 ACRE TRACT;

THENCE: N 47° 33' 46" W ALONG THE COMMON LINE OF SAID 6.074 ACRE TRACT AND SAID 3.6981 ACRE TRACT FOR A DISTANCE OF 630.00 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF A CALLED 1.65 ACRE TRACT AS DESCRIBED IN VOLUME 1019, PAGE 627 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 42° 26' 14" E ALONG THE COMMON LINE OF SAID 6.074 ACRE TRACT AND SAID 1.65 ACRE TRACT FOR A DISTANCE OF 302.67 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A NORTHWEST CORNER OF SAID 171.043 ACRE TRACT AND THE EAST CORNER OF A CALLED 1 ACRE TRACT AS DESCRIBED BY A DEED TO TOMMIE TOWNSEND AND WIFE LESSIEBELL TOWNSEND RECORDED IN VOLUME 94, PAGE 404 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 33' 38" W ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID 1 ACRE TOWNSEND TRACT FOR A DISTANCE OF 208.89 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 1 ACRE TOWNSEND TRACT;

THENCE: N 42° 08' 42" E ALONG A NORTHWEST LINE OF SAID 171.043 ACRE TRACT FOR A DISTANCE OF 22.16 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 0.662 ACRE TRACT AS DESCRIBED BY A DEED TO ANDREW CHAMBERS AND WIFE, TOMMIEDELL CHAMBERS, RECORDED IN VOLUME 562, PAGE 476 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 49° 10' 54" E ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID 0.662 ACRE TRACT FOR A DISTANCE OF 51.62 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 0.662 ACRE TRACT;

THENCE: N 41° 00' 28" E CONTINUING ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID 0.662 ACRE TRACT FOR A DISTANCE OF 262.74 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 0.662 ACRE TRACT;

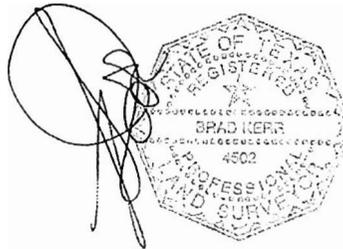
THENCE: N 41° 43' 12" W CONTINUING ALONG THE COMMON LINE OF SAID 171.043 ACRE TRACT AND SAID 0.662 ACRE TRACT FOR A DISTANCE OF 100.12 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 0.662 ACRE TRACT;

THENCE: N 37° 25' 56" W ALONG A SOUTHWEST LINE OF SAID 171.043 ACRE TRACT FOR A DISTANCE OF 97.02 FEET TO A POINT;

THENCE: N 44° 09' 00" W CONTINUING ALONG SAID SOUTHWEST LINE OF 171.043 ACRE TRACT FOR A DISTANCE OF 213.79 FEET TO A POINT ON THE SOUTHEAST LINE OF GREENS PRAIRIE ROAD MARKING THE MOST NORTHERLY WEST CORNER OF SAID 171.043 ACRE TRACT;

THENCE: N 43° 08' 28" E ALONG THE SOUTHEAST LINE OF GREENS PRAIRIE ROAD FOR A DISTANCE OF 1233.00 FEET TO THE POINT OF BEGINNING CONTAINING 177.115 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502



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EXHIBIT "C"

**METES AND BOUNDS DESCRIPTION
OF A
96.00 ACRE TRACT
JESSE BLEDSOE SURVEY, A-71
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE JESSE BLEDSOE SURVEY, ABSTRACT NO. 71, AND THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND CALLED 96.00 ACRES DESCRIBED AS TRACT TWO BY A DEED TO CREEK MEADOWS PARTNERS, L.P. RECORDED IN VOLUME 7068, PAGE 220 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF WOODLAKE SUBDIVISION, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 410, PAGE 415 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE EAST CORNER OF SAID 96.00 ACRE TRACT AND THE NORTH CORNER OF A CALLED 50 ACRE TRACT AS DESCRIBED BY A DEED TO SUSAN LEE HARGRAVE RECORDED IN VOLUME 7951, PAGE 113 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 42° 23' 18" W ALONG THE COMMON LINE OF SAID 96.00 ACRE TRACT AND SAID 50 ACRE TRACT FOR A DISTANCE OF 2583.88 FEET TO A 5/8 INCH IRON ROD FOUND ON THE FENCED NORTHEAST LINE OF ROYDER ROAD;

THENCE: ALONG THE FENCED NORTHEAST LINE OF ROYDER ROAD FOR THE FOLLOWING CALLS:

N 49° 54' 12" W FOR A DISTANCE OF 162.76 FEET TO A POINT;

N 53° 19' 39" W FOR A DISTANCE OF 231.81 FEET TO A POINT;

N 54° 27' 00" W FOR A DISTANCE OF 149.54 FEET TO A POINT;

N 51° 59' 03" W FOR A DISTANCE OF 261.98 FEET TO A 5/8 INCH IRON ROD FOUND ON THE EASTERLY LINE OF GREEN PRAIRIE TRAIL MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 35.00 FEET;

THENCE: ALONG THE EASTERLY LINE OF GREENS PRAIRIE TRAIL FOR THE FOLLOWING CALLS:

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 58' 27" FOR AN ARC DISTANCE OF 57.41 FEET (CHORD BEARS: N 04° 37' 12" W - 51.18 FEET) TO A 5/8 INCH IRON ROD FOUND MARKING THE ENDING POINT OF SAID CURVE;

N 42° 22' 02" E FOR A DISTANCE OF 182.81 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS

OF 1004.93 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 05' 23" FOR AN ARC DISTANCE OF 825.92 FEET (CHORD BEARS: N 18° 49' 20" E - 802.87 FEET) TO A 5/8 INCH IRON ROD FOUND MARKING THE ENDING POINT OF SAID CURVE;

N 04° 43' 21" W FOR A DISTANCE OF 1452.01 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 910.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 35' 16" FOR AN ARC DISTANCE OF 739.93 FEET (CHORD BEARS: N 18° 34' 17" E - 719.71 FEET) TO A POINT ON THE SOUTHWEST LINE OF WOODLAKE SUBDIVISION, SECTION ONE, MARKING THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: ALONG THE COMMON LINE OF SAID 96.00 ACRE TRACT AND WOODLAKE SUBDIVISION, SECTION ONE, FOR THE FOLLOWING CALLS:

S 48° 47' 53" E FOR A DISTANCE OF 339.63 FEET TO A 3/8 INCH IRON PIPE FOUND;

S 48° 28' 25" E FOR A DISTANCE OF 411.75 FEET TO A 1/2 INCH IRON ROD FOUND;

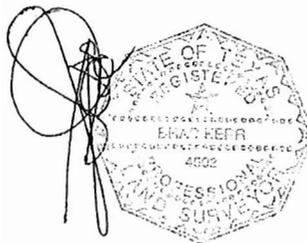
S 49° 07' 32" E FOR A DISTANCE OF 430.31 FEET TO A 1/2 INCH IRON ROD FOUND;

S 49° 00' 25" E FOR A DISTANCE OF 554.20 FEET TO A 3/8 INCH IRON PIPE FOUND;

S 48° 41' 19" E FOR A DISTANCE OF 621.03 FEET TO A 1/2 INCH IRON ROD FOUND;

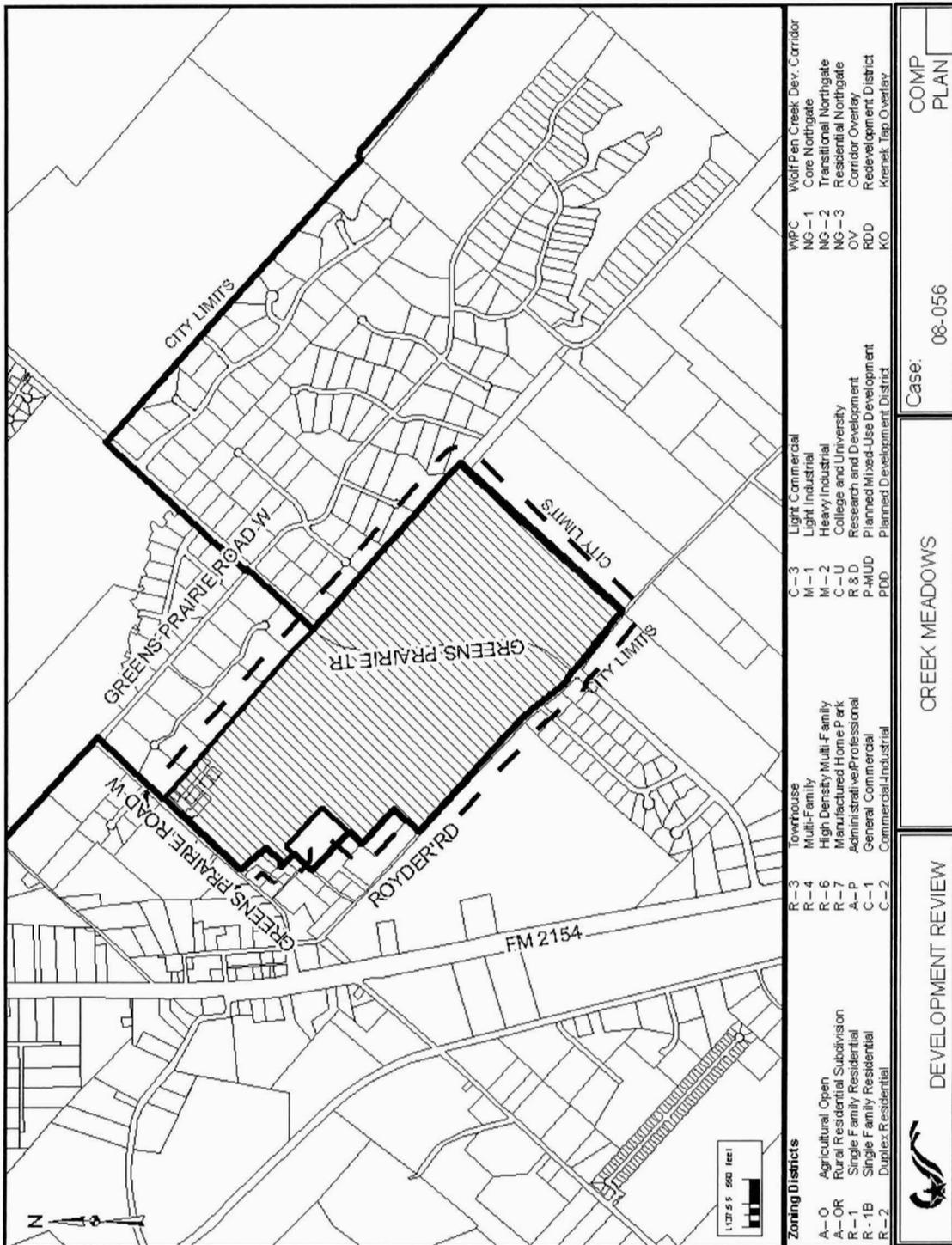
S 48° 03' 04" E FOR A DISTANCE OF 159.58 FEET TO THE POINT OF BEGINNING CONTAINING 96.00 ACRES OF LAND AS SURVEYED ON THE GROUND MARCH, 2004. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502



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EXHIBIT "D"



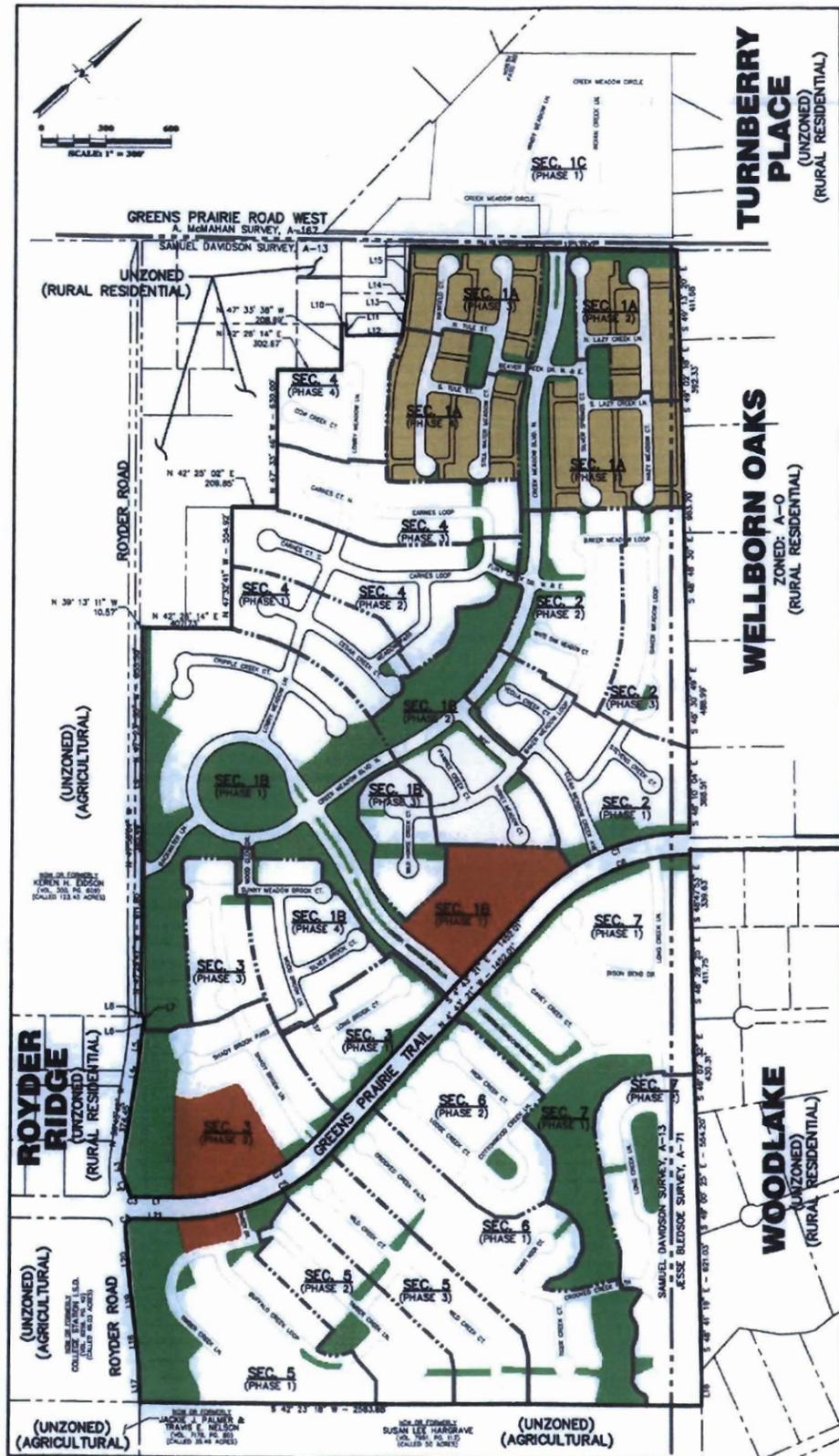
Zoning Districts	WPC	Wolf Pen Creek Dev. Corridor
A-O	NO-1	Core Northgate
A-OR	NO-2	Transitional Northgate
R-1	NO-3	Residential Northgate
R-1B	OV	Corridor Overlay
R-2	RDD	Redevelopment District
	KO	Krensek Tap Overlay
	C-3	Light Commercial
	M-1	Light Industrial
	M-2	Heavy Industrial
	C-U	College and University
	R&D	Research and Development
	P-MUD	Planned Mixed-Use Development
	PDD	Planned Development District
R-3	Townhouse	
R-4	Multi-Family	
R-6	High Density Multi-Family	
R-7	Manufactured Home Park	
A-P	Administrative/Professional	
C-1	General Commercial	
C-2	Commercial-Industrial	

DEVELOPMENT REVIEW

CREEK MEADOWS

Case: 08-056

COMP PLAN



CONCEPT PLAN NOTES:

- (O/D/R.B.C.T.) DENIES OFFICIAL/DEED RECORDS OF BRAZOS COUNTY, TEXAS.
- THIS TRACT DOES NOT LIE WITHIN THE FLOOD PLAIN AS GRAPHICALLY DEPICTED ON F.E.M.A. - FIRM COMMUNITY PANEL NO. 48041C 0200C, JULY 2, 1992 AND PANEL NO. 48041C 0205D, FEBRUARY 9, 2000.
- BASE OF BEARING, NORTH ORIENTATION IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
- ALL PROPERTY CORNERS ARE MONUMENTED BY 1/2" IRON RODS UNLESS OTHERWISE NOTED.
- THE BOUNDARY DATA SHOWN WAS SURVEYED AND PROVIDED BY KERR SURVEYING, UNDER THE DIRECTION OF MR. BRAD KERR, RPLS 4502.
- THE EXISTING USE OF THIS TRACT IS VACANT/AGRICULTURAL, EXCEPT FOR SECTION 1A, PHASES 1-2 AND SECTION 1B, PHASES 1-4 WHICH ARE CURRENTLY UNDER CONSTRUCTION OR BEING OCCUPIED BY THE RESPECTIVE RESIDENTS. THE PROPOSED USE IS MULTI-FAMILY AND SINGLE FAMILY RESIDENTIAL.
- FINAL PLATS FOR SECTION 1A, PHASES 1-2 AND SECTION 1B, PHASES 1-4 WERE FILED (VOLUME 8028, PAGE 250) PRIOR TO THE PREPARATION OF THIS REVISED MASTER PLAN.
- THE CURRENT ZONING OF THE PROPERTY IS AGRICULTURAL-OPEN (A-0). THE PROPOSED ZONING OF THE PROPERTY IS PLANNED DEVELOPMENT DISTRICT (PDD).
- PDD ZONING VARIATION:
 - SINGLE FAMILY AREAS DESIGNATED AS SINGLE FAMILY-DETACHED SHALL CONFORM TO R-1 ZONING DISTRICT USES AND ALL DIMENSIONAL STANDARDS WITH THE FOLLOWING EXCEPTIONS: NO SINGLE FAMILY DWELLING UNIT WILL EXCEED THE MAXIMUM HEIGHT REQUIREMENT AS ALLOWED BY R-1 (SINGLE FAMILY RESIDENTIAL).
 - LOT WIDTHS REDUCED TO MATCH MINIMUM WIDTHS AS SHOWN ON THE APPROVED PRELIMINARY PLAT.
 - MINIMUM FRONT SETBACK REDUCED TO TWENTY FEET (20') TO CONFORM WITH APPROVED COUNTY VARIANCE.
 - MINIMUM SIDE SETBACK REDUCE TO FIVE FEET (5') TO CONFORM WITH APPROVED COUNTY VARIANCE.
 - MULTI-FAMILY AREAS DESIGNATED AS MULTI-FAMILY SHALL CONFORM TO R-2 ZONING DISTRICT USES AND ALL DIMENSIONAL STANDARDS WITH THE FOLLOWING EXCEPTION: NO MULTI-FAMILY DWELLING UNIT WILL EXCEED THE MAXIMUM HEIGHT REQUIREMENT AS ALLOWED BY R-2 (MULTI-FAMILY RESIDENTIAL).
 - MINIMUM SIDE SETBACKS REDUCED TO FIVE FEET (5') TO CONFORM WITH APPROVED COUNTY VARIANCE.
- COMMERCIAL AREAS DESIGNATED AS COMMERCIAL SHALL CONFORM TO C-1 ZONING DISTRICT USES AND ALL DIMENSIONAL STANDARDS AND SHALL MEET ALL THE DEVELOPMENT REGULATIONS AS SPECIFIED IN THE UNIFIED DEVELOPMENT ORDINANCE (UDO) FOR C-1 ZONING. ANY DEVIATION FROM THOSE REQUIREMENTS WILL REQUIRE A FULL CONCEPT PLAN REVIEW BY THE CITY COUNCIL FOR SITE PLAN APPROVAL (I.E. BUILDING HEIGHT, PROXIMITY TO SINGLE-FAMILY, BUFFER REQUIREMENTS, ETC...). PERMITTED USES IN DESIGNATED COMMERCIAL AREAS WILL INCLUDE THE FOLLOWING:
 - RESTAURANTS WITH DRIVE IN/THROUGH WINDOWS;
 - DRY CLEANERS & LAUNDRY;
 - FUEL SALES;
 - HEALTH CLUB/SPORTS FACILITY, INDOOR;
 - PERSONAL SERVICE SHOP;
 - PRINTING/COPY SHOP;
 - RESTAURANTS;
 - RETAIL SALES & SERVICE.

LINE TABLE			LINE TABLE		
LINE LABEL	BEARING	LENGTH (FT)	LINE LABEL	BEARING	LENGTH (FT)
L1	S 42° 22' 02" W	194.83	L12	N 41° 00' 28" E	282.14
L2	N 87° 00' 21" W	118.80	L13	N 41° 43' 12" W	100.12
L3	N 48° 37' 43" W	49.98	L14	N 37° 25' 58" W	87.01
L4	N 38° 28' 48" W	68.73	L15	N 44° 09' 00" W	213.73
L5	N 41° 19' 28" W	105.58	L16	S 48° 03' 04" E	158.58
L6	N 28° 07' 30" W	24.98	L17	N 49° 54' 12" W	182.79
L7	N 73° 21' 29" W	18.87	L18	N 33° 19' 38" W	222.81
L8	N 75° 18' 05" W	18.44	L19	N 54° 27' 00" W	148.54
L9	N 48° 00' 00" W	87.04	L20	N 51° 58' 03" W	201.08
L10	N 42° 08' 42" E	22.18	L21	N 42° 22' 02" E	182.81
L11	S 48° 10' 54" E	51.83			

CURVE TABLE				
CURVE LABEL	RADIUS (FT)	DELTA	ARC (FT)	CHORD BEARING
C1	1510.00	48° 30' 34"	819.88	S 18° 31' 58" W - 787.54
C2	804.83	47° 05' 23"	743.74	S 18° 48' 20" W - 722.99
C3	35.00	02° 17' 25"	1.40	S 43° 30' 48" W - 1.40
C4	35.00	83° 58' 27"	87.41	N 4° 37' 12" W - 81.18
C5	1004.83	47° 05' 23"	828.92	N 18° 48' 20" E - 802.87
C6	810.00	48° 35' 18"	738.93	N 18° 34' 17" E - 718.71



VICINITY MAP
NOT TO SCALE

HATCH/COLOR LEGEND

	COMMON AREA
	GREEN SPACE
	SINGLE FAMILY-DETACHED AREA=34.826 AC
	MULTI-FAMILY AREA=161.358 AC
	COMMERCIAL AREA=10.867 AC
	MAINTAINED BY HOA AREA=51.118 AC

NOTE:
TOTAL ACREAGE REPORTED FOR EACH USE ALSO INCLUDES THE AREA OF THE RIGHT-OF-WAYS CONTAINED WITHIN THOSE RESPECTIVE AREAS.

Handwritten notes:
08-56
3-20-08
4:50
AC

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

PDD CONCEPT PLAN
OF
CREEK MEADOWS
SUBDIVISION

273.128 ACRES
SAMUEL DAVIDSON SURVEY, A-13
JESSE BLEDSOE SURVEY, A-71
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SURVEYED: MAY 23, 2008

RME
Consulting Engineers

CREEK MEADOWS
CREEK MEADOWS PARTNERS, L.P.
c/o TODD CARNES
230 SOUTHWEST HWY EAST
COLLEGE STATION, TX 77840
OFF: (979) 693-7835
FAX: (979) 693-7839
FILENAME: 028022A | SCALE: 1"=300'

1391 SEAMIST LANE <77845>
POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842
EMAIL: civil@rmeinc.com

1391 SEAMIST LANE <77845>
POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842
EMAIL: civil@rmeinc.com

OFFICE - (979) 690-0329
FAX - (979) 690-0329

REVISIONS:
DRAWN BY: R.A.M.
CHECKED BY: R.A.M.
FIELD BOOK: N/A PHASE: N/A
RME CONSULTING ENGINEERS
CLIENT NO.
PROJECT NO.
202 - 0286

June 12, 2008
Regular Agenda Item No. 4
Creation of a Sanitary Sewer Easement
Within Veterans Park and Athletic Complex

To: Glenn Brown, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative for a Sanitary Sewer Easement within Veterans Park and Athletic Complex exists, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

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

Summary: ReMax Realty has acquired a parcel located near the northwest corner of Veterans Park and Athletic Complex. It is ReMax's intent to construct an office on the parcel with a corresponding need for sanitary service. The nearest sanitary sewer connection is located within the park. Staff has determined that the most appropriate means for this connection to occur is the creation of a sanitary sewer easement from the common parkland/ReMax property line to the point of connection with the existing sanitary sewer within the park. The proposed easement is intentionally not a straight line so that the sewer line will not be across and under the future soccer fields in this area. The approximate size of the sanitary sewer easement is 0.25 acres. The granting of this easement is anticipated to not have any potential negative impact to the park and its' operations.

Utilization of parkland for the sanitary sewer easement is considered a use or taking of protected land in the Texas Parks and Wildlife Code. Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING (a) states:

"A department, agency, political subdivision, county, or municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used prior to the arrangement of the program or project as a park, recreation area, scientific area, wildlife refuge, or historic site, unless the department, agency, political subdivision, county, or municipality, acting through its duly authorized governing body or officer determines that:

- (1) there is no feasible and prudent alternative to the use or taking of such land; and
- (2) the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking."

Texas Parks and Wildlife Code Chapter 26.002: NOTICE OF HEARING sets out the requirements for notification of the public hearing required in these situations. To be in compliance with this requirement, announcements of today's Public Hearing on this topic were posted in the Bryan/College Station Eagle on May 12th, 19th, 26th, and June 2nd, 2008.

Budget & Financial Summary: N/A

Attachments:

- 1) Resolution # _____ for Sanitary Sewer Easement
- 2) Area Map of Veterans Park and Athletic Complex
- 3) Proposed VPAC Sanitary Sewer Easement Site Map
- 4) Public Hearing Newspaper Announcement for Proposed VPAC Sanitary Sewer Easement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A SANITARY SEWER EASEMENT WITHIN VETERANS PARK AND ATHLETIC COMPLEX.

WHEREAS, the Texas Parks and Wildlife Code Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING et. seq. establishes the requirements for the use or taking of land currently designated and used as a park, recreation area, scientific area, wildlife refuge, or historic site; and

WHEREAS, the City of College Station wishes to extend a sanitary sewer service line to the business to be located at 2800 University Drive East through a portion of Veterans Park and Athletic Complex; and

WHEREAS, in compliance with statutory requirements recited above, notice and a public hearing were held where all interested persons present who were entitled to speak did so speak; now, therefore,

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

- PART 1: That the facts and recitations set forth in the preamble of this resolution are hereby declared true and correct.
- PART 2 That the City Council of the City of College Station, Texas, hereby determines there is no feasible and prudent alternative to the use Veterans Park and Athletic Complex land for extension of a sanitary sewer line as set forth in Exhibit "A" attached hereto.
- PART 2: That the City Council of the City of College Station, Texas, hereby determines that the use of the parkland as described in this resolution includes all reasonable planning to minimize harm to the parkland.
- PART 3: That, based upon the above, the City Council of the City of College Station, Texas, hereby approves the use of a portion of the Veterans Park and Athletic Complex land for the establishment of a sanitary sewer easement for an extension of a sanitary sewer line as set forth herein.
- PART 4: That this resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

Page 2

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

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt

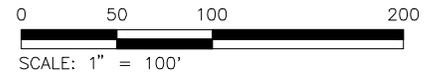
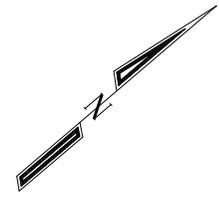

City Attorney

Area map of Veterans Park & Athletic Complex



UNIVERSITY DRIVE

245.00'
N51°28'31"E



N49°32'05" W
248.24'

PROPOSED SITE

S49°32'05" E
248.24'

FUTURE
SOCCER FIELD

EXIST DIRT PILE

S51°28'31" W
245.00'

N42°58'14" W
110.00'

S42°58'14" E
102.03'

N88°13'40" E
250.00'

S88°13'40" W
265.47'

PROP. 706 L.F. OF
SAN. SEW. FORCE-MAIN

57.86'
N28°12'31" E

EXISTING
DRAINAGE
DITCH

LOT 1, BLOCK 1
VETERAN'S PARK AND
ATHLETIC COMPLEX
4168/75
CURRENTLY ZONED "M-1"

S28°12'31" W
57.86'

EXISTING
SOCCER FIELD

N88°13'40" E
259.33'

S88°13'40" W
250.67'

TIE IN TO EXISTING
SANITARY SEWER MANHOLE

15.00'
S01°46'20" E

Z:\7000\7050 - REMAX OF BCS\CD-7050-SAN-SWR-EXH\LAYOUT1 5/13/2008 9:30 AM KYLE

NOTE: THIS SKETCH IN
NO WAY CONSTITUTES
A LAND SURVEY AND
IS FOR EXHIBIT
PURPOSES ONLY.
THIS DRAWING SHALL
NOT BE RECORDED
FOR ANY REASON.

**SANITARY SEWER
FORCE MAIN
EXHIBIT**

**REMAX OF
BRYAN/COLLEGE STATION**

1.371 ACRES
RICHARD CARTER LEAGUE, A-8
COLLEGE STATION, BRAZOS COUNTY, TEXAS



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
(336) 441-7833 PHONE
(936) 760-3833 FAX

REV	DATE	BY	APP	COMMENT

PREPARED FOR: TIM WARE 526 UNIVERSITY DR EAST, STE 101B COLLEGE STATION, TEXAS (979) 764-6000	SCALE: AS SHOWN DATE: MAY 2008 DRAWN BY: KGN PROJECT MANAGER: SAM J. VERNON
---	--



**PUBLIC HEARING
regarding
VETERANS PARK
AND ATHLETIC COMPLEX
3101 Harvey Road**

**JUNE 12, 2008
7:00 PM
COLLEGE STATION CITY HALL
COUNCIL CHAMBERS
1101 Texas Avenue South**

**The City of College Station City Council will conduct a
Public Hearing regarding:**

**The potential utilization of approximately one-third
(1/3) acre of the Veterans Park and Athletic Complex
for a pressure sanitary sewer line and easement.**

12 June 2008
Regular Agenda Item No. 5
Annexation Petition – 3200 Block of Rock Prairie Road West

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning and Development Services

Agenda Caption: Presentation, possible action, and discussion regarding a petition for annexation of 1.02 acres in the 3200 block of Rock Prairie Road West, generally located west of the intersection of Wellborn Road and Rock Prairie Road.

Recommendation: Staff recommends approval of the petition.

Summary: Joe and Dottie Mikeska, property owners, have submitted a petition for annexation of 1.02 acres as provided for in Section 43.028 of the Texas Local Government Code. The statute requires that the governing body hear the petition and arguments for and against the annexation and grant or refuse the petition. If the petition is granted, Staff will initiate the annexation process.

Budget & Financial Summary: N/A

Attachments:

1. Annexation Petition
2. Department Comments
3. Aerial

EXHIBIT A

METES AND BOUNDS DESCRIPTION
OF A
1.02 ACRE TRACT
(PROPOSED ANNEXATION TRACT)
REPLAT OF ROCK PRAIRIE WEST BUSINESS PARK, PHASE I
CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7
BRAZOS COUNTY, TEXAS

Metes and bounds description of all that certain 1.02 acre tract or parcel of land, being a proposed annexation tract, lying and being situated in the Crawford Burnett League, Abstract No.7, Brazos County, Texas and being a portion of Lot 7R, Block Two, Replat of Rock Prairie Business Park, Phase I, as depicted by plat recorded in VOLUME 6121 PAGE 222 of the Official Records of Brazos County, Texas, said 1.02 acre tract being more particularly described as follows:

BEGINNING: at a ½” iron rod with cap (stamped Taggart RPLS 5676) found marking the north corner of said Lot 7R and lying in the southeast right-of-way line of Rock Prairie Road West;

THENCE S 45° 36’ 31” E – 330.63 feet with the northeast line of said Lot 7R to a ½” iron rod with cap (stamped Taggart RPLS 5676) set for corner in said line and marking the proposed College Station Annexation line;

THENCE S 44° 22’ 00” W – 133.76 feet across said Lot 7R with said proposed Annexation line to a ½” iron rod with cap(stamped Taggart RPLS 5676) found for corner in the southwest line of said Lot 7R and being the east corner of Lot 6R, Block Two;

THENCE N 45° 38’ 02” W – 330.63 feet with the common line between said Lot 7R and said Lot 6R to a ½” iron rod with cap (stamped Taggart RPLS 5676) found for common north corner of said lots, and lying in said Rock Prairie Road West right-of-way line;

THENCE N 44° 22’ 00” E – 133.91 feet with said right-of-way line to the **PLACE OF BEGINNING**, and containing 1.02 acres of land.

BASIS OF BEARING: Replat of Rock Prairie West Business Park, Phase I, as recorded in VOLUME 6121 PAGE 222.

See Exhibit Drawing issued contemporaneously for more information.

May 2008

Adams, Taggart and Associates

College Station, Texas

Surveyed by:

Gregory K. Taggart
Gregory K. Taggart R.P.L.S. No. 5676

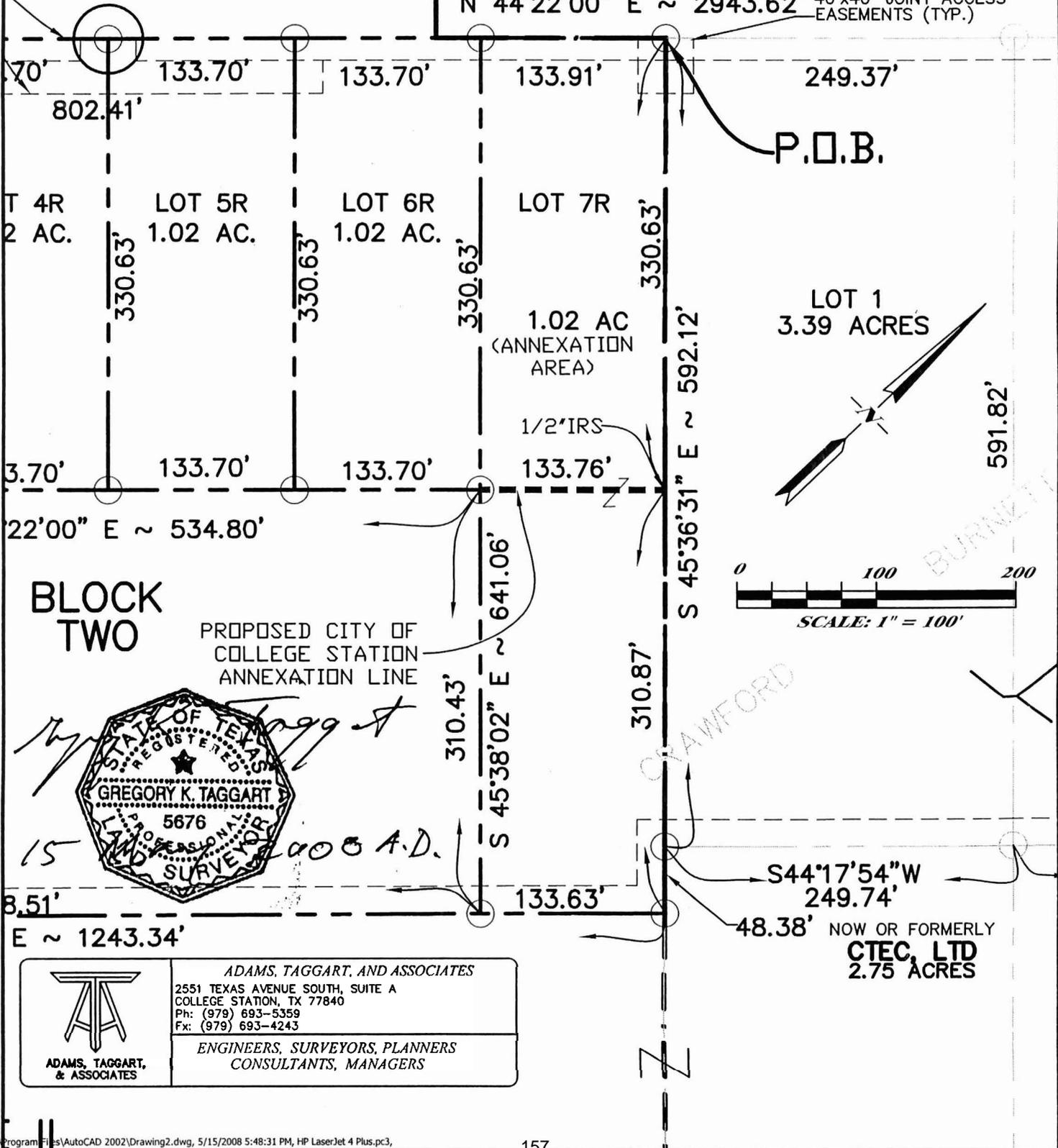


EXHIBIT B

SEE METES AND BOUNDS FOR FURTHER INFORMATION.

ROCK PRAIRIE ROAD W.
(100' RIGHT OF WAY - BY PLAT VOL. 352 PG. 555)

N 44°22'00" E ~ 2943.62' EXISTING 40'x40' JOINT ACCESS EASEMENTS (TYP.)



<p>ADAMS, TAGGART, & ASSOCIATES</p>	<p>ADAMS, TAGGART, AND ASSOCIATES 2551 TEXAS AVENUE SOUTH, SUITE A COLLEGE STATION, TX 77840 Ph: (979) 693-5359 Fx: (979) 693-4243</p>
	<p>ENGINEERS, SURVEYORS, PLANNERS CONSULTANTS, MANAGERS</p>

**Annexation Petition
Rock Prairie Road West
Department Comments**

Lance,
We don't have any issues with annexing the proposed area.

Thanks,

Larry J. Johnson, Assistant Chief
Police Operations Bureau
FBI National Academy 168th Session
College Station Police Department

Good afternoon Lance, I hope that your Thursday has been Great! I have reviewed this Annexation petition, this 1.02 acres on Rock Prairie does not present any negative impacts to the Fire Departments ability to provide service in this response area. Please let me know if additional information is needed. Thanks R.B.

R.B. Alley III
Fire Chief
College Station Fire Department

Lance,

This is outside our service area.

Thanks!

Timothy Crabb
CSU

Lance - CS has a sewer line in the area, serving the Williams Gate development, that is readily available for this parcel. It's Wellborn SUD water service area.

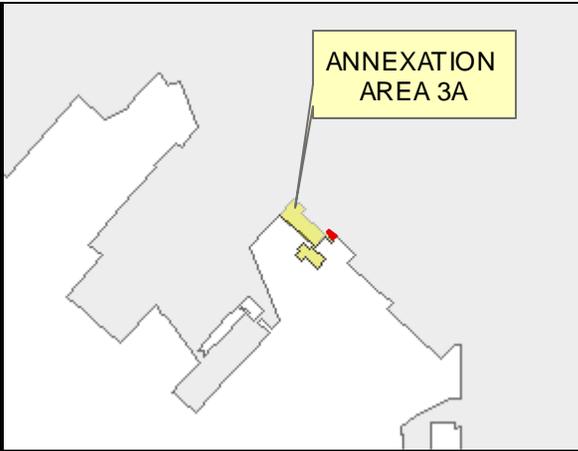
No problems for us. Thanks, Dave

David M. Coleman, PE
City of College Station
Director, Water Services Department

Got your message. We should be okay!

Thanks,

Wally Urrutia
Sanitation Superintendent
(979) 764-3841



12 June 2008
Regular Agenda Item No. 6
Ordinance Establishing Annexation Public Hearing Dates and Authorizing
Preparation of Annexation Service Plan

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning and Development Services

Agenda Caption: Presentation, possible action, and discussion regarding an ordinance directing staff to prepare a service plan and setting out public hearing dates and times for the annexation of 1.02 acres on Rock Prairie Road West.

Recommendation: Staff recommends approval of the ordinance as presented.

Summary: As required by Chapter 43 of the Texas Local Government Code, this ordinance directs Staff to prepare a service plan for areas identified for annexation. The service plan will contain the details related to the provision of specific municipal services to 1.02 acres on Rock Prairie Road West in response to a petition to annex the same. The service plan must be complete and available for public inspection prior to the annexation public hearings.

The ordinance also establishes the date, time, and location for the two required annexation public hearings as follows:

- Thursday (10 July 2008) at 7:00 p.m. in the City Hall Council Chambers
- Thursday (24 July 2008) at 7:00 p.m. in the City Hall Council Chambers

Budget & Financial Summary: N/A

Attachments:

1. Proposed Annexation Timeline
2. Ordinance

Annexation Petition Process Timeline

Ordinance directing preparation of Service Plan and establishing Public Hearing dates (12 June 2008) 43.065

â

Prepare Service Plan, prior to publication of Notice for Public Hearings (Service Plan must be available for public inspection at Public Hearings) 43.056j

â

Notice for Public Hearings

1. Publish notice in newspaper 20th day (20 June 2008) to 10th day (30 June 2008) before 1st hearing – will publish notice for 1st hearing on 23 June. 43.063(c)

Publish notice in newspaper 20th day (4 July 2008) to 10th day (14 July 2008) before 2nd hearing – will publish notice for 2nd hearing on 7 July.

2. Post on website 20th day to 10th day before each hearing (see dates above); 43.063(c)

3. Provide written notice before 30 days prior to (no later than 9 June 2008) date of 1st hearing to:

- a. Each property owner 43.062
- b. Each public entity
- c. Each private entity that provides service to area(s)
- d. CSISD
- e. Certified Mail Notice to railroads serving areas

â

1st Public Hearing – 10 July 2008 (Regular Council Meeting) 43.063a

2nd Public Hearing – 24 July 2008 (Regular Council Meeting)
(Both hearings shall be conducted no sooner than 20 days or later than 40 days before Council considers annexation Ordinance)

â

Council may approve annexation ordinance at their regular meeting on 14 August 2008

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, DIRECTING THE PREPARATION OF A SERVICE PLAN AND SETTING DATES AND TIME AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY.

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

- PART 1: That the City Council hereby directs its Planning & Development Services Department and other appropriate departments to prepare a service plan providing for the extension of municipal services to the area targeted for annexation.
- PART 2: That the City Council hereby calls and sets public hearings by and before the City Council of the City of College Station, Texas on July 10th and July 24th, 2008 at 7:00 p.m. in the City Council Chambers of the City Hall at 1101 Texas Avenue, College Station, Texas. The public hearings will give all interested persons the right to appear and be heard on the proposed annexation by the City of College Station, Texas.
- PART 3: That the area proposed for annexation is specifically described in Exhibit "A" by metes and bounds and shown graphically by the map in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.
- PART 4: That this ordinance shall become effective immediately upon passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 12th day of June, 2008.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
1.02 ACRE TRACT
(PROPOSED ANNEXATION TRACT)
REPLAT OF ROCK PRAIRIE WEST BUSINESS PARK, PHASE I
CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7
BRAZOS COUNTY, TEXAS**

Metes and bounds description of all that certain 1.02 acre tract or parcel of land, being a proposed annexation tract, lying and being situated in the Crawford Burnett League, Abstract No.7, Brazos County, Texas and being a portion of Lot 7R, Block Two, Replat of Rock Prairie Business Park, Phase I, as depicted by plat recorded in VOLUME 6121 PAGE 222 of the Official Records of Brazos County, Texas, said 1.02 acre tract being more particularly described as follows:

BEGINNING: at a ½” iron rod with cap (stamped Taggart RPLS 5676) found marking the north corner of said Lot 7R and lying in the southeast right-of-way line of Rock Prairie Road West;

THENCE S 45° 36’ 31” E – 330.63 feet with the northeast line of said Lot 7R to a ½” iron rod with cap (stamped Taggart RPLS 5676) set for corner in said line and marking the proposed College Station Annexation line;

THENCE S 44° 22’ 00” W – 133.76 feet across said Lot 7R with said proposed Annexation line to a ½” iron rod with cap(stamped Taggart RPLS 5676) found for corner in the southwest line of said Lot 7R and being the east corner of Lot 6R, Block Two;

THENCE N 45° 38’ 02” W – 330.63 feet with the common line between said Lot 7R and said Lot 6R to a ½” iron rod with cap (stamped Taggart RPLS 5676) found for common north corner of said lots, and lying in said Rock Prairie Road West right-of-way line;

THENCE N 44° 22’ 00” E – 133.91 feet with said right-of-way line to the **PLACE OF BEGINNING**, and containing 1.02 acres of land.

BASIS OF BEARING: Replat of Rock Prairie West Business Park, Phase I, as recorded in VOLUME 6121 PAGE 222.

See Exhibit Drawing issued contemporaneously for more information.

May 2008

Adams, Taggart and Associates
College Station, Texas

Surveyed by: *Gregory K. Taggart*
Gregory K. Taggart R.P.L.S. No. 5676



EXHIBIT B

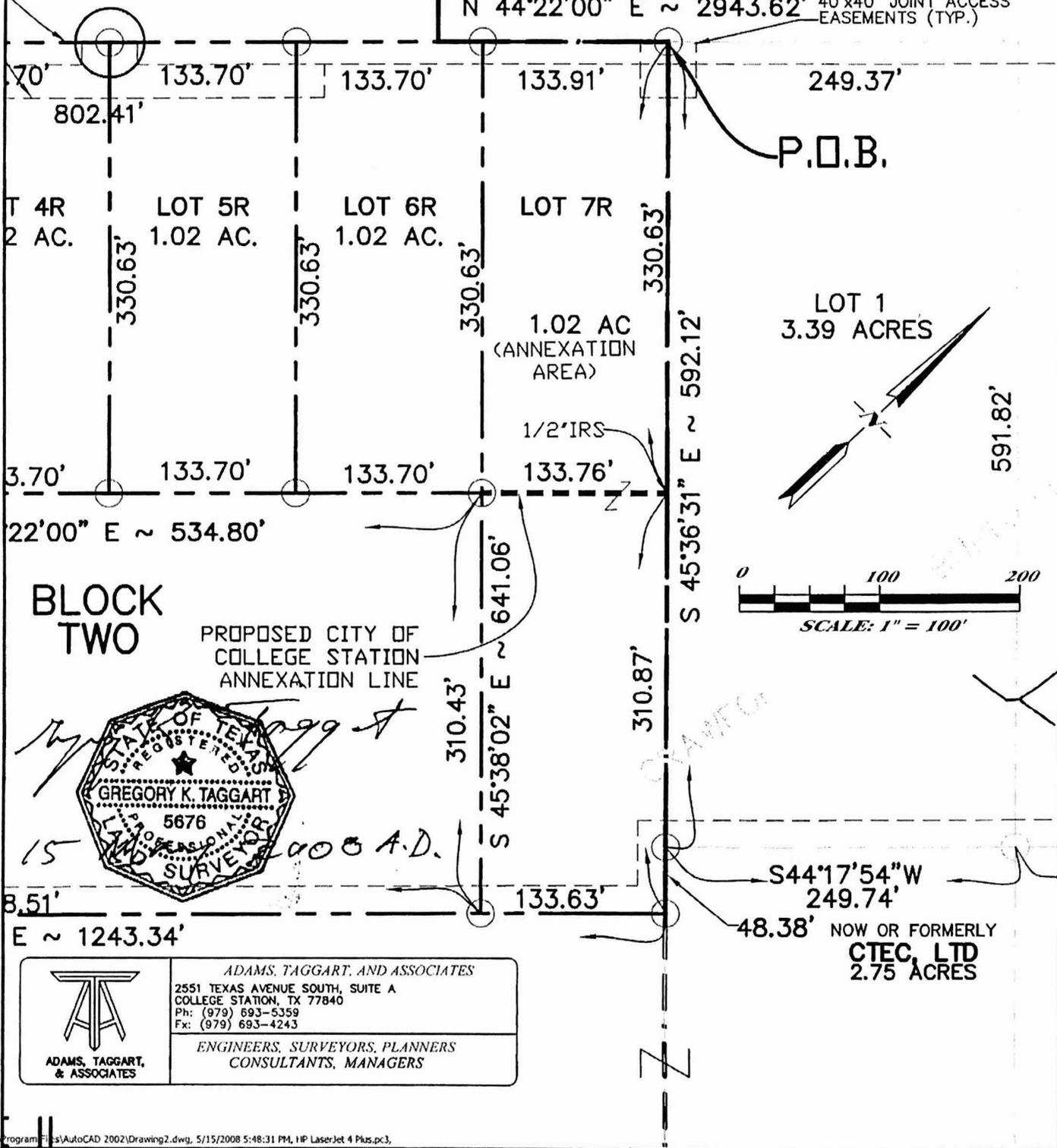
Ordinance No. _____

Page 3

SEE METES AND BOUNDS FOR FURTHER INFORMATION.

ROCK PRAIRIE ROAD W.
(100' RIGHT OF WAY - BY PLAT VOL. 352 PG. 555)

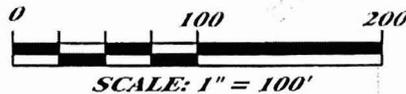
N 44°22'00" E ~ 2943.62' EXISTING 40'x40' JOINT ACCESS EASEMENTS (TYP.)



P.O.B.

LOT 1
3.39 ACRES

591.82'



BLOCK TWO

PROPOSED CITY OF COLLEGE STATION ANNEXATION LINE

8.51' E ~ 1243.34'

S 45°38'02" E ~ 641.06'

S 45°36'31" E ~ 592.12'

S44°17'54"W
249.74'

48.38' NOW OR FORMERLY
CTEC, LTD
2.75 ACRES

 ADAMS, TAGGART, & ASSOCIATES	ADAMS, TAGGART, AND ASSOCIATES 2551 TEXAS AVENUE SOUTH, SUITE A COLLEGE STATION, TX 77840 Ph: (979) 693-5359 Fx: (979) 693-4243
	ENGINEERS, SURVEYORS, PLANNERS CONSULTANTS, MANAGERS

June 12, 2008
Regular Agenda Item No. 7
Annual Purchases of Oils, Lubricants and Antifreeze

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion regarding rejecting bid proposals received for annual purchases of oils, lubricants and antifreeze, Bid Number 08-33; and, approving one of two resolutions for an award for annual purchases of oils, lubricants and antifreeze, Bid Number 08-61.

Recommendation(s): The low bid is from Kolkhorst Petroleum, whose principal place of business is located outside the City of College Station. A bid submitted by Brazos Valley Lubricants, whose principal place of business is located within the City of College Station, is within five (5%) percent of the low bid. Council has requested to be informed of local preference opportunities, on a case-by-case basis, when local bidders may be given local preference pursuant to LGC 271.9051.

Bid Summary Tabulation:

Kolkhorst Petroleum	\$63,794.00
Universal Lubricants	\$64,833.64
Matrix Lubricants	\$65,344.00
Brazos Valley Lubricants	\$66,261.72
K.D.Timmons	\$69,865.60

Summary: On February 19, 2008, bids were received for annual purchases of oils, lubricants and antifreeze pursuant to Invitation to Bid Number 08-33. During bid evaluation, it was discovered that the bid specifications for the oil products were in excess of new national standards based on new vehicle engine emission requirements, therefore excluding certain vendors from being able to meet the specification requirements and causing those that could, to submit higher prices. The TBN (Total Base Number) which indicates quality and grade of oil products was therefore lowered from a 10 to a 7.8 for the new specifications. These new specifications were developed and released via Bid Number 08-61. On April 24, 2008, five (5) bid proposals were received in response to Bid Number 08-61 for annual purchases of oils, lubricants and antifreeze. Resolutions and contracts have been prepared for both suppliers to facilitate Council's decision. The low bid from Kolkhorst Petroleum was \$63,794.00 and the bid from Brazos Valley Lubricants was \$66,261.72, a difference of \$2,467.72 or 3.9%.

Budget & Financial Summary: Purchases are made as needed and are budgeted and available in the Fleet Maintenance and BVSWMA Funds. Fleet purchases are maintained in inventory and expensed to departments as needed.

Attachments:

- 1) Resolutions(s)
- 2) Bid Number 08-61 Tabulation
- 3) Brazos Valley Lubricants Affidavit of Principle Place of Business

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PETROLEUM DISTRIBUTOR, APPROVING A SERVICE CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE CITY'S ANNUAL OILS, LUBRICANTS AND ANTIFREEZE PURCHASES.

WHEREAS, the City of College Station, Texas, solicited bids for an annual agreement for the purchase and delivery of oils, lubricants and antifreeze; and

WHEREAS, the selection of Brazos Valley Lubricants is being recommended as the bidder that offers the best combination of contract price and additional economic development opportunities to the City for the purchase and delivery of oils, lubricants and antifreeze; now, therefore,

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

PART 1: That the City Council hereby finds that Brazos Valley Lubricants offers the best combination of contract price and additional economic development opportunities to the City for the purchase and delivery of oils, lubricants and antifreeze pursuant to LGC 271.9051.

PART 2: That the City Council hereby approves the contract with Brazos Valley Lubricants for an annual amount not to exceed \$66,261.72 for the purchase and delivery related to the annual purchases of City oils, lubricants and antifreeze.

PART 3: That the funding for this Contract shall be as budgeted from Fleet and BVSWMA Funds in the amount of \$66,261.72.

PART 4: 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

AFFIDAVIT

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name (sometimes referred to herein as "bidder"): Brazos Valley Lubricants

Local Physical Address (must be within the City limits): 1100 MARKHAM LAKE C.S. 77845

- 1. Is the above address the principal place of business for the business named above?
 Yes No
- 2. Year your business was established in the City of College Station: 2008
- 3. Has bidder, in the last twenty-four (24) months, claimed or represented to any other entity seeking or requesting bids or proposals that your principal place of business was in any city or location other than the City of College Station? Yes No
- 4. Does your business have more than one office in the State of Texas? Yes No
If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation: _____
- 5. How many residents of the City of College Station are employed at the above business location?

- 6. Was the local business required to pay business and/or real property tax for the most recent tax year? Yes No
If Yes, did the local business pay any of this tax to the City of College Station? Yes No
- 7. Please provide any additional economic development benefits to the City of College Station.

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility may be prohibited from bidding on projects with the City of College Station.

Authorized Signature: Larry Daniel Date: 5-6-08

Printed Name and Title: Larry Daniel owner

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PETROLEUM DISTRIBUTOR, APPROVING A SERVICE CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE CITY'S ANNUAL OILS, LUBRICANTS AND ANTIFREEZE PURCHASES.

WHEREAS, the City of College Station, Texas, solicited bids for an annual agreement for the purchase and delivery of oils, lubricants and antifreeze; and

WHEREAS, the selection of Kolkhorst Petroleum Co., Inc. is being recommended as the lowest, responsible bidder for the purchase and delivery of oils, lubricants and antifreeze; 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 Kolkhorst Petroleum Co., Inc. is the lowest responsible bidder for the purchase and delivery of oils, lubricants and antifreeze.

PART 2: That the City Council hereby approves the contract with Kolkhorst Petroleum Co., Inc. for an annual amount not to exceed \$63,794.00 for the purchase and delivery related to the annual purchases of City oils, lubricants and antifreeze.

PART 3: That the funding for this Contract shall be as budgeted from Fleet and BVSWMA Funds in the amount of \$63,794.00.

PART 4: 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

**ANNUAL BID FOR OILS, LUBRICANTS, AND ANTIFREEZE
 BID TABULATION #08-61
 PUBLIC WORKS - FLEET**

4/24/2008

Item No.	Est. Quan.	Unit Meas.	Description	Kolkhorst Petroleum Joe A. 936.825.6868 x 17			Matrix Lubricants David Hosie 713-937-0000			K.D. Timmons Drew Ricca 979-822-1394		
				Brand Name	Unit Price	Item Total	Brand Name	Unit Price	Item Total	Brand Name	Unit Price	Item Total
1	4000	Gal	AW 68 Hydraulic Oil	Super S	4.10	16,400.00	Matrix	4.15	16,600.00	Super S	4.75	19,000.00
2	800	Gal	Automated Transmission Fluid	Super S	8.10	6,480.00	Warren	7.68	6,144.00	Super S	10.50	8,400.00
3	5000	Gal	Motor Oil SAE 15W40	Super S	5.60	28,000.00	Matrix	6.21	31,050.00	Super S	6.65	33,250.00
4	12	Drum	Grease #2-EP Hi-Temp	Super S	167.00	2,004.00	Royal	175.00	2,100.00	Super S	181.00	2,172.00
5	12	Drum	Lubricant, All Purpose Gear, GL5 SAE 85W140	Super S	340.00	4,080.00	Matrix	308.00	3,696.00	Super S	370.30	4,443.60
6	8	Drum	Universal Tractor Hydraulic Oil	Super S	330.00	2,640.00	Matrix	308.00	2,464.00	Super S	325.00	2,600.00
7	10	Drum	Universal Antifreeze and Summer Coolant	Super S	419.00	4,190.00	Matrix	329.00	3,290.00	No Bid	No Bid	No Bid

Grand Total Bid \$	\$63,794.00	\$65,344.00	\$69,865.60
Manufacturer	Super S	Matrix/Royal	Super S
Prompt Payment Discount \$	2%	2%	None
Delivery	30 hours	24 hours	30 hours

Item No.	Est. Quan.	Unit Meas.	Description	Universal Lubricants Michael Meloney 800-444-6457			Brazos Valley Lubricants Larry Daniel 979-314-1478		
				Brand Name	Unit Price	Item Total	Brand Name	Unit Price	Item Total
1	4000	Gal	AW 68 Hydraulic Oil	Univ. Eco	4.39	17,560.00	Puretech	4.42	17,680.00
2	800	Gal	Automated Transmission Fluid	Univ. Eco	5.02	4,016.00	GW Multi	7.64	6,112.00
3	5000	Gal	Motor Oil SAE 15W40	Dezol	5.51	27,550.00	Cleenflt	6.11	30,550.00
4	12	Drum	Grease #2-EP Hi-Temp	DP Zic	275.14	3,301.68	GW High	166.20	1,994.40
5	12	Drum	Lubricant, All Purpose Gear, GL5 SAE 85W140	Univ. Rig	363.93	4,367.16	GW	322.25	3,867.00
6	8	Drum	Universal Tractor Hydraulic Oil	Eco Trac	311.85	2,494.80	GW	295.29	2,362.32
7	10	Drum	Universal Antifreeze and Summer Coolant	Univ. MP	554.40	5,544.00	Parr Univ	369.60	3,696.00

Grand Total Bid \$	\$64,833.64	\$66,261.72
Manufacturer	Dezol/Universal	GW
Prompt Payment Discount \$	1%	None
Delivery	30 hours	30 hours

June 12, 2008
Regular Agenda Item No. 8
Comprehensive Plan Advisory Committee Appointments

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding CPAC appointments and replacement of members.

Recommendation(s): Staff recommends the Council provide direction and/or appointments to replace members on CPAC who are no longer able or interested in serving.

Summary: Council appointed CPAC members to provide representation from various interests and perspectives as the City works to update its comprehensive plan. As the plan update progresses a number of vacancies have occurred for a variety of reasons. At the May 22nd meeting Council instructed staff to bring this item forward for discussion and consideration of filling the vacant positions.

Budget & Financial Summary: N/A

Attachments:

1. CPAC member list

Comprehensive Plan Advisory Committee Members

Representative / Contact	Name	Title / Subdivision
VOTING MEMBERS		
Resident of Area I	Hugh Lindsay	College Hills
	John Richards	College Hills - Woodlands
	David Hart (A)	College Hills
Resident of Area II	John Crompton	Foxfire
	Brian Bochner	Pebble Creek
	Dennis Corrington (A)	Pebble Creek
Resident of Area III	Laurie Corbelli	Brandon's Cove
	Steve Arden	Edelweiss Estates
	Tom Taylor (A)	Southwood
Resident of Area IV	Jerry Cooper	College Park
	Hugh Stearns	Oakwood Addition
	Adrian Williams (A)	West Knoll
Resident at Large	Craig Hall	Emerald Forest
	Mike Guido (A)	Alexandria
Student Resident	Andrew Burleson	A&M Graduate Student - off campus
	Kristina Cambell (A)	A&M Undergraduate Student - on campus
ETJ Resident	Douglas Rapé	Indian Lakes - ETJ
	Dorthea Robinson (A)	ETJ
City Council	Chris Scotti	City Council Member
	Lynn McIlhaney (A)	City Council Member
Planning & Zoning Commission	Bill Davis	Planning & Zoning Commission Member
Historic Preservation Committee	Hillary Jessup	Chair, Historic Preservation Committee
Parks & Recreation Advisory Board	Gary Erwin	Parks Board Member
	Kathleen Ireland (A)	Parks Board Member
County Commission	Lloyd Wassermann	County Commissioner, Pct. 1
Northgate District Association	Larry Haskins	NDA Member
Building & Land Development Forum	Bo Miles	BLDF Member
Home Builders Association	Kieth Ellis	HBA Member
	Kim Jacobs	HBA
INTERGOVERNMENTAL MEMBERS		
BCS Metropolitan Planning Organization	Linda LaSut	Executive Director
Texas Department of Transportation	Chad Bohne	Advance Planning Engineer

BCS Chamber of Commerce	Tedi Ellison	Member
City of Bryan Staff - Planning & Development	Lindsey Guindi	Planning Manager
Brazos Valley Council of Governments	Michael Parks, AICP	Assistant Executive Director
TAMU Administration	James Massey	Director of Facilities Coordination
TAMU Transit	Rodney Weis	Director of Transportation Services
Brazos County Staff	Gary Arnold	County Engineer
CS Independent School District	Dr. Clark Ealy	Director of Program Assessment and Evaluation
Bryan Independent School District	Dr. Colleen Netterville	Principal of Sam Houston Elementary
Easterwood Airport	Gary Teston	Associate Director for Operations
Research Valley Partnership	Chuck Martinez	Director of Innovation Services
Brazos Transit District ("The District")	Margie Lucas	Assistant General Manager, Budget & Finance

Kristiana E.B. Ford-Hamilton, Assistant Principal, ()
 Contact Bill Lettbetter about meetings

red= off of committee
 Purple= bad contact information
 Orange =confirmed member

Development Sub-committee

Northgate District Association	Larry Haskins	NDA Member
Building & Land Development Forum	Bo Miles	BLDF Member
Home Builders Association	Kieth Ellis	HBA Member
	Kim Jacobs	HBA
	Steve Arden	Edelweiss Estates

Neighborhood Sub-committee

Resident of Area I	Hugh Lindsay	College Hills
	John Richards	College Hills - Woodlands
	David Hart (A)	College Hills
Resident of Area II	Brian Bochner	Pebble Creek
	Dennis Corrington (A)	Pebble Creek
Resident of Area III	Steve Arden	Edelweiss Estates
	Tom Taylor (A)	Southwood
Resident of Area IV	Jerry Cooper	College Park
	Hugh Stearns	Oakwood Addition
	Adrian Williams (A)	West Knoll

Resident at Large	Craig Hall	Emerald Forest
	Mike Guido (A)	Alexandria
Student Resident	Andrew Burlison	A&M Graduate Student - off campus
ETJ Resident	Douglas Rapé	Indian Lakes - ETJ
	Dorthea Robinson (A)	ETJ

22
16

Email	Release of Information
hugh@txcyber.com	Do not release email
johnr28@suddenlink.net	**Do not release information
dhart@txcyber.com	Do not release phone number
jcrompton@tamu.edu	
b-bochner@tamu.edu	
dcorrington@suddenlink.net	
lcorbelli@athletics.tamu.edu	
s.d.arden@sudenlink.net	
tommyt1944@yahoo.com	**Do not release information
cooper1@cullums.org	
hugh@stearnsconstruction.biz	Y
ajwilliams1018@yahoo.com	
jch123@tca.net	**Do not release information
mike@mikeguido.com	
burlesona@gmail.com	May release name and email only
kcampbell04@tamu.edu	kcampbell04@tamu.edu and P.O. Box address (P.O. Box 6210, College Station, TX 77844) released
douglas.rape@teexmail.tamu.edu	
mickthea@txcyber.com	
cscotti@cstx.gov	
lmcilhaney@cstx.gov	
bill@pianoplace.net	
hillary@jessup1.com	
erwin74@aol.com	
irishmist2@verizon.net	
lwassermann@co.brazos.tx.us	
BCSTXLAW@aol.com	
milesconstruction@gmail.com	
keith@elliscustomhomes.com	
kimjacobs@bcbuilders.org	also email Kim Jacobs
llasut@bcsmmpo.org	
cbohne@dot.state.tx.us	

tedi@ellisonlaw.com
lquindi@bryantx.gov
mparks@bvcog.org
james-massey@tamu.edu
rweis@tamu.edu
garnold@co.brazos.tx.us
cealy@csisd.org
cnetterville@bryanisd.org
gteston@tamu.edu
cmartinez@researchvalley.org
transit@tca.net

Cypress Grove Intermediate, 900 Graham Rd. College Station, Tx 77845 (979) 694-5600, kford@csisd.org

BCSTXLAW@aol.com
milesconstruction@gmail.com
keith@elliscustomhomes.com
kimjacobs@bcsbuilders.org
s.d.arden@suddenlink.net

steve@brazoslandrealty.com

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johnr28@suddenlink.net
dhart@txcyber.com
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dcorrington@suddenlink.net
s.d.arden@suddenlink.net
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ajwilliams1018@yahoo.com

steve@brazoslandrealty.com

jch123@tca.net
mike@mikeguido.com
burlesona@gmail.com
douglas.rape@teexmail.tamu.edu
mickthea@txcyber.com

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Brazos Transit District ("The District")	Margie Lucas	Asst. General Manager, Budget & Finance