



Mayor

Ben White

Mayor Pro Tem

Lynn McIlhaney

City Manager

Glenn Brown

Councilmembers

John Crompton

James Massey

Dennis Maloney

Lawrence Stewart

David Ruesink

Agenda

College Station City Council

Regular Meeting

Monday, August 18, 2008 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.

Presentation: The Brazos Valley Bombers will present a check for the funds collected from the sale of green jerseys and a ceremonious green jersey to Mayor White.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary.

This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

a. Presentation, possible action and discussion on minutes of Regular Meeting, August 6, 2008. .

b. Presentation, possible action and discussion on calling a public hearing on the City of College Station 2008-2009 Proposed Budget for Thursday September 11, 2008.

c. Presentation, discussion and possible action regarding an ordinance to approve and ratify revisions to the ByLaws for the Parks and Recreation Advisory Board.

d. Presentation, possible action, and discussion on a change order to Contract #08-063 with R.M. Dudley Construction, for changes in the scope of work related to the development of the University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks in the amount of \$46,870.83.

e. Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of imaging interfaces for the Financial and Community Services applications in use by the Fiscal Services and the Planning and Development Services Departments in an amount not to exceed \$29,580.00.

f. Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.

g. Presentation, possible action, and discussion regarding the renovations and building maintenance of Fire Stations #1, Fire Station #2, and Fire Station #5 with a Buy Board Standard Hours Contract price agreement with Jamail / Smith Construction, in the amount of \$ 99,493.94.

h. Presentation, possible action and discussion regarding an Emergency Law Enforcement Assistance Interlocal Agreement.

i. Presentation, possible action, and discussion on the second reading of a Franchise Agreement Amendment to the Texas Commercial Waste, Recycling Franchise Agreement, regarding a cost increase of \$0.25 per household per month. The amendment will result in an increase from \$2.15 to \$2.40 to the City for curbside recycling collection services.

j. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the F.M. 2154 (Wellborn Road)/F.M. 2818 (Harvey Mitchell Parkway) interchange construction project, landscape and hardscape improvements in the vicinity of the new interchange in an amount not to exceed \$382,054.00.

k. Presentation, discussion, and possible action regarding approval of a Contract for federal HOME Community Housing Development Organization (CHDO) set-aside funds to the Brazos Valley Community Action Agency (BVCAA) in the amount of \$200,415.30 for the construction of affordable housing, and \$66,805.10 in CHDO operating funds.

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 of an ordinance rezoning Lot 9 of the Bald Prairie Subdivision, consisting of 2.93 acres, from A-O Agricultural-Open to R-1 Single-Family Residential for the properties located at 13881, 13889, 13909 Renee Lane, generally located on the east side of Renee Lane.
2. Public hearing, presentation, possible action and discussion on an ordinance rezoning 0.4848 acres from R-1, Single Family Residential to R-4, Multi-Family Residential located at 1475 Harvey Mitchell Parkway at the northwest corner of Jones Butler Road and FM 2818.
3. Public hearing, presentation, possible action, and discussion regarding the service plan for 1.02 acres in the 3200 block of Rock Prairie Road West identified for annexation under the exempt status.
4. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 39.873 acres from Rural Residential to Single-Family Residential, Medium Density, Single-Family Residential, High Density, Residential Attached and Planned Development for commercial and office uses for the property located at 11800 Jones Butler Road generally located on Jones Butler Road near Cain Road.
5. Presentation, possible action, and discussion approving a Resolution Determining Need that identifies a tract of land needed for the Bee Creek Greenway Project.
6. Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$26,440,000 City of College Station Certificates of Obligation, Series 2008.
7. Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$9,455,000 City of College Station General Obligation Bonds, Series 2008.
8. Presentation, possible action, and discussion approving a Real Estate Contract with Eddy Young and Katherine Jackson that will authorize the purchase of real estate needed for the future extension of Eisenhower Street.

- 9. Presentation, possible action and discussion of an ordinance calling a bond election on November 4, 2008 and consideration of a bond election communication plan.
- 10. Presentation, possible action and discussion of appointment of Council member to Wolf Pen Creek TIF Board.
- 11. 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 Monday, August 18, 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 15th day of August, 2008 at 2:00 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 August 15, 2008 at 2:00 pm and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2008.

By _____

Subscribed and sworn to before me on this the ____ day of _____, 2008.

Notary Public – Brazos County, Texas

My commission expires: _____

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-

3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov . Council meetings are broadcast live on Cable Access Channel 19.



Mayor
Ben White
Mayor ProTem
Lynn McIlhaney
City Manager
Glenn Brown

Council members
John Crompton
James Massey
Dennis Maloney
Lawrence Stewart
David Ruesink

Draft Minutes
City Council Workshop & Regular Meeting
Wednesday, August 6, 2008 3:00 & 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL PRESENT: Mayor White, Mayor Pro Tem McIlhaney, Council members Maloney and Stewart

COUNCIL ABSENT: Council members Massey, Crompton and Ruesink

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

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

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

Council member Maloney inquired on consent agenda item 2f. He questioned why only one bid was received. He also commented on consent item 2m, the price difference between the two bids on hot asphalt. Asst. Director of Fiscal Services Cheryl Turney explained that the online bidding process is a great resource for vendors. However, the current market status is affecting the contractor bids and businesses ability to competitively bid.

Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding the Brazos County Prescription Discount Card program.

Introduced by Hayden Migl, Assistant to the City Manager.

Marc Hamlin, Brazos County District Clerk summarized the Brazos County Prescription Discount Card program and the positive response from citizens in the community.

Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding proposed water conservation rates.

David Coleman, Water Services Director presented an overview of the proposed water conservation rates. Staff presented two goals for the new rate system:

- 1) Promote water conservation
- 2) Achieve equity in revenue management.

A table to illustrate the current and proposed rates for fiscal year 2009.

<u>Usage</u>	<u>Existing</u>	<u>Proposed</u>
0-5,000	\$2.22	\$2.22
6,000-10,000	\$2.22	\$2.88
11,000-20,000	\$2.22	\$3.54
21,000-25,000	\$2.22	\$4.20
26,000+	\$2.22	\$4.86

No formal action was taken.

Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion on escalating contract prices and contract cancellations affecting the City of College Station.

Introduced by Jeff Kersten, Chief Financial Director.

Cheryl Turney, Assistant Fiscal Services Director described to Council recent scenarios of volatile market pressures affecting bidders and vendors doing business with the City. She expressed concern about the increasing cost in commodities and services and the impact toward providing excellent customer service to our citizens.

She noted that the City is looking at ways to mend some of these concerns, one being contract amendment requirements.

No formal action was taken.

Workshop Agenda Item No. 5 -- Presentation, discussion and possible action regarding future plans and strategies to address the long-term quality and vibrancy of the City's housing stock.

David Gwin, Director of Economic and Community Development presented housing strategies targeted at the long-term quality of the City's housing stock. Staff presented six new strategies that will further all of the programming parameters: housing condition analysis, housing quality initiative, community development fund, exclusionary housing development, student housing design initiative. In addition, these strategies included service enhancements to focus efforts in the older areas and moderate-income target areas.

Goals:

- Affect the long term viability of our housing stock.
- Proactively address the quality and condition of rental property.
- Encourage community input and heighten public awareness.
- Facilitate involvement with stakeholders.

At 4:45 pm, Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, 551.072, and 551.087 of the Open Meetings Act to seek the advice of our attorney, to consider personnel matters, and discuss economic development negotiations.

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

Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or 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 for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. Sewer CCN permit requests.
- c. Water CCN permit requests.
- d. Water service application with regard to Wellborn Special Utility District.
- e. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- f. Legal aspects of Water Well and possible purchase of or lease of water well sites.
- g. JK Development v. College Station.
- h. Taylor Kingsley v. College Station.
- i. State Farm Lloyds as Subrogee of Mikal Klumpp v. College Station.
- j. TMPA v. PUC (College Station filed Intervention).
- k. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site.

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

- a. Land exchange involving property adjacent to Carter Creek near State Highway 6 in the vicinity of the Varsity Ford Dealership.

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
- b. Proposed Development located North and East of the Intersection of William D Fitch and State Hwy 6

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

No formal action was taken.

Workshop Agenda Item No. 11 -- Adjourn.

The workshop meeting concluded following the regular meeting. See regular meeting minutes for discussion of remaining workshop items.

MINUTES

Regular Meeting, Wednesday, August 6, 2008

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. Mayor White provided the invocation.

Council approved the absence requests by Council members Massey, Crompton and Ruesink

Hear Visitors

No one spoke.

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. Approved minutes for City Council workshop and regular meetings, July 10, 2008, Special Meeting July 2, and City Council Retreat sessions, June 30 and July 1.
- b. Approved **Resolution No. 8-06-08-2b** approving Notices of Sale, Preliminary Official Statements and related materials for the sale of "City of College Station, Texas General Obligation Improvement Bonds, Series 2008" and "City of College Station, Texas Certificates of Obligation, Series 2008" including selection of a date for opening bids.
- c. Approved **Resolution No. 8-06-08-2c** adopting the Economic and Community Development Department's proposed 2008-09 Community Development Action Plan and Budget.
- d. Presentation, discussion, and possible action regarding a resolution approving a Contract for federal HOME CHDO Set-Aside funds to the Brazos Valley Community Action Agency (BVCAA) in the amount of \$200,415.30 for the construction of affordable housing, and \$66,805.10 in CHDO operating funds. (staff removed this item from agenda).
- e. Approved **Resolution No. 8-06-08-2e** approving expenditure of \$102,585.00 for construction services provided by Brazos Valley Services, to replace the collapsed storm drain on Southwest Parkway between Dexter Drive and Southwest Village Apartments and approval of a construction contract for the work to be performed.
- f. Approved **Resolution No. 8-06-08-2f** awarding contract 08-65 to Bryan Construction for \$313,231 for electrical and physical security improvements to the elevated water storage tanks.
- g. Approved ratification of a purchase order for \$178,839.80 for emergency replacement of the Well 2 pump.
- h. Approved consultant contract with Fox Lawson & Associates LLC, to provide professional services for the completion of a comprehensive, city-wide, Classification study.
- i. Approved the authorization of \$700,000 for the purchase of diesel fuel and gasoline with Brenco Marketing bringing the total annual estimated expenditures to \$1,967,340.00.

- j. Approved the authorization of expenditures up to \$60,000 for the purchase of automobile parts with NAPA Automotive.
- k. Approved the authorization of additional funds for professional services from Bickerstaff, Heath, Delgado & Acosta, LLP. for the Brazos Valley Solid Waste Management Agency (BVSWMA) condemnations for the Twin Oaks Landfill Facility property in the amount of \$75,000.00 for total funds of \$150,000.00. Approval by the Council of this request ratified an additional \$48,783.63 expended and legal costs associated with this project.
- l. Approved the authorization of additional funds for professional services from Bruchez, Goss, Thornton, Meronoff & Hawthorne, PC. for the Brazos Valley Solid Waste Management Agency (BVSWMA) condemnations for the Twin Oaks Landfill Facility property in the amount of \$75,000.00 for total funds of \$125,000.00. Approval by the Council of this request ratified an additional \$42,080.32 expended and provided funds for additional legal costs associated with this project.
- m. Approved awarding bid #08-82 to Knife River to provide Type D Hot Mix Asphalt for the maintenance of streets for a three month period in an amount not to exceed \$181,500.00 (\$60.50 per ton). A secondary contract is requested for the provision of this material by the second bidder, Brazos Valley Services, in an amount not to exceed \$60,000.00 (\$80.00 per ton) only in emergency situations when Knife River is unable to provide material.
- n. Approved **Ordinance No. 3085** amending Chapter 10, "Traffic Code," to change the posted speed limit on sections of FM 60.
- o. Approved a Professional Services Contract with Jacobs Engineering, Inc., in the amount of \$82,725, for construction inspection services on the Memorial Cemetery construction project; and approved **Resolution No. 8-06-2008-2o** declaring intention to reimburse certain expenditures with proceeds from debt.

A motion was made by Council member Maloney to approve consent agenda items 2a thru 2o with the removal of Consent Item 2d. Seconded by Council member Stewart which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on an ordinance amendment to Chapter 12 of the Code of Ordinances, Unified Development Ordinance Section 2.4 Design Review Board regarding membership.

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

Molly Hitchcock, Development Services summarized the proposed ordinance amending Chapter 12 of the Code of Ordinances regarding membership criteria on the Design Review Board

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

A motion was made by Mayor ProTem McIlhaney to approve **Ordinance No. 3086** amending Chapter 12 of the Code of Ordinances to change the Design Review Board's membership. Seconded by Council member Maloney, which carried 4-0.

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

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on the north side of Cherry Street between College Main and Tauber Street.

Introduced by Robert Alley, Fire Chief.

Eric Hurt, Assistant Fire Chief explained the proposed ordinance to remove parking on the north side of Cherry Street between College Main and Tauber Street for the purpose of providing the necessary width needed by emergency vehicles responding to the multi-story development.

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

A motion was made by Mayor ProTem McIlhaney to approve **Ordinance No. 3087** to remove parking on the north side of Cherry Street between College Main and Tauber Street and seconded by Council member Stewart, which carried 4-0

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

Regular Agenda Item No. 3 -- Public hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Dartmouth Street between Krenek Tap Road and Harvey Mitchell Parkway (FM 2818).

Chuck Gilman, Director of Capital Improvement Projects presented a proposed ordinance to remove parking along Dartmouth Street between Krenek Tap Road and Harvey Mitchell Parkway to prevent vehicles from parking in the bike lanes.

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

A motion was made by Council member Maloney to approve **Ordinance No. 3088** to remove parking along Dartmouth Street between Krenek Tap Road and Harvey Mitchell Parkway and seconded by Council member Stewart, which carried 4-0.

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

Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to restrict parking on the south side of Park Place between Anderson Street and Holik Street.

Introduced by Mark Smith, Director of Public Works.

Troy Rother, Traffic Engineer presented a proposed ordinance to restrict parking on the south side of Park Place between Anderson Street and Holik Street to improve transportation and continue to protect the health and safety of the residents and area motorists.

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

A motion was made by Council member Stewart to approve **Ordinance No. 3089** to restrict parking on the south side of Park Place between Anderson Street and Holik Street and seconded by Mayor ProTem McIlhaney, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Regular Agenda Item No. 5 -- Public hearing, presentation, possible action, and discussion on an ordinance amending to the Comprehensive Land Use Plan from Single Family Residential Medium Density to Industrial / R & D for 2.04 acres located at 3227 Rock Prairie Road West generally located south of the Williamsgate Subdivision and 2,000 feet west of the intersection with Wellborn Road.

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

Jason Schubert, Staff Planner presented a proposed ordinance amending the Comprehensive Land Use Plan from Single Family Residential Medium Density to Industrial / R&D for 2.04 acres located at 3227 Rock Prairie Road West. Staff recommended approval.

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

A motion was made by Council member Maloney to approve **Ordinance No. 3090** to change 2.04 acres located at 3227 Rock Prairie Road West from a Single Family Residential Medium Density to Industrial/Research and Development. Seconded by Council member Stewart, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Regular Agenda Item No. 6 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning 2.04 acres from A-O Agricultural Open to C-2 Commercial-Industrial for the property located at 3227 Rock Prairie Road West generally located south of the Williamsgate Subdivision and 2,000 feet west of the intersection with Wellborn Road.

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

Jason Schubert, Staff Planner presented a proposed ordinance to rezone 2.04 acres located at 3227 Rock Prairie Road West generally located south of the Williamsgate Subdivision and 2,000 feet west of the intersection with Wellborn Road from A-O Agricultural Open to C-2 Commercial-Industrial.

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

A motion was made by Mayor ProTem McIlhaney to approve **Ordinance No. 3091** to rezone 2.04 acres located at 3227 Rock Prairie Road West from A-O Agricultural Open to C-2 Commercial-Industrial. Seconded by Council member Stewart, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Regular Agenda Item No. 7 -- 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.

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

Lance Simms, Asst. Director of Planning & Development Services presented a proposed ordinance directing staff to prepare a service plan for areas identified for annexation. This service plan contains the provisions of specific municipal services to 1.02 acres on Rock Prairie Road West.

A motion was made by Council member Maloney to approve **Ordinance No. 3092** directing staff to prepare a service plan for areas identified for annexation. Seconded by Council member Stewart, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Regular Agenda Item No. 8 -- Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 10-foot wide sanitary sewer easement, which is located on Lot 1, Block 1 of The Lofts – Wolf Pen Creek Subdivision according to the plat recorded in Volume 8567, Page 278 of the Deed Records of Brazos County, Texas.

Introduced by Mark Smith, Director of Public Works.

Alan Gibbs, City Engineer presented a proposed ordinance vacating and abandoning a 10 foot wide sanitary sewer easement which is located on Lot 1, Block of the Lofts – Wolf Pen Creek to accommodate the development of this subject tract as The Lofts.

Mayor White opened the public hearing.

Natalie T. Ruiz, AICP, IPS Group representing the developer, came forward to answer questions.

Mayor White closed the public hearing.

A motion was made by Council member Stewart to approve **Ordinance No. 3093** vacating and abandoning a ten foot wide sanitary sewer easement located on Lot 1, Block 1 of The Lofts – Wolf Pen Creek. Seconded by Mayor ProTem McIlhaney, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Regular Agenda Item No. 9 -- Presentation, possible action, and discussion on the first reading of a Franchise Agreement Amendment to the Texas Commercial Waste, Recycling Franchise Agreement, regarding a rate increase of \$0.25 per household per month. The amendment will result in an increase from \$2.15 to \$2.40 to the City for curbside recycling collection services.

Introduced by Mark Smith, Director of Public Works.

Wally Urrutia, Sanitation Superintendent presented Council the first of three readings of a Franchise Agreement Amendment to increase the public sanitary waste (trash) to \$0.25 per household per month and this will result in an increase from \$2.15 to \$2.40 to the City for curbside recycling collection services.

A motion was made by Council member Maloney to approve the first reading of the Franchise Agreement Amendment to increase the public sanitary waste and seconded by Council member Stewart, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Regular Agenda Item No. 10 -- Presentation, possible action, and discussion regarding Council selection of applicants to Cemetery Committee and Historic Preservation Committee.

Connie Hooks, City Secretary presented applicants to the Cemetery Committee and Historic Preservation Committee.

A motion was made by Council member Maloney to approved Bahman Yazdani as alternate member to the Cemetery Committee. Seconded by Council member Stewart, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

A motion was made by Council member Maloney to approve Dorthea Robinson as a member to the Historic Preservation Committee. Seconded by Council member Stewart, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Crompton, Massey and Ruesink

Council returned to the workshop meeting agenda to complete the following items.

Workshop Agenda Item No. 6 -- Council Calendar

Council reviewed the upcoming events and activities.

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

No topics were presented.

Workshop Agenda Item No. 8 -- Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, 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).
Mayor White – BVWATF final meeting, MPO, Research Valley Partnership

Regular Agenda Item No. 11 -- Adjourn.

Hearing no objections, Mayor White adjourned the meetings at 7:55 p.m. on Wednesday, August 6, 2008.

A motion was made by Mayor ProTem McIlhaney to adjourn. Motion seconded by Council member Stewart, which carried 4-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Maloney and Stewart

AGAINST: None

ABSENT: Massey, Crompton and Ruesink

PASSED AND APPROVED this 18th day of August, 2008.

APPROVED

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

August 18, 2008
Consent Agenda Item No. 2b
Call Public Hearing on FY 08-FY 09 Proposed Budget

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on calling a public hearing on the City of College Station 2008-2009 Proposed Budget for Thursday September 11, 2008.

Recommendation(s): Staff recommends the City Council call a public hearing on the City of College Station 2008-2009 Proposed Budget for Thursday September 11, 2008.

Summary: State law says that notice of the public hearing on the budget must be made no less than 10 days prior to the meeting for the public hearing. After the public hearing the Council may insert or delete items or may increase or decrease items so long as the total of any increases or insertions do not increase the total budget by 3% or more.

Budget & Financial Summary: The proposed budget will be available for review.

Attachments:
N/A

August 18, 2008
Consent Agenda Item No. 2c
Revisions to Parks and Recreation Advisory Board Bylaws

To: Glenn Brown, City Manager

From: Marco A. Cisneros, Director of Parks & Recreation

Agenda Caption: Presentation, discussion and possible action regarding an ordinance to approve and ratify revisions to the Bylaws for the Parks and Recreation Advisory Board.

Recommendation(s): To adopt and ratify revised Bylaws for the Parks and Recreation Advisory Board

Summary: The current Bylaws were amended on February 10, 2005 (Attachment 2). The proposed ordinance provides some very basic changes to the existing Bylaws (Attachment 3). These changes include:

- Revision of the Mayor's name
- Clarification of wording
- Order of business additions
- Changes to the amendment process

These changes were originally advertised and considered by the Parks and Recreation Advisory Board at its June 10, 2008 meeting. It was again reviewed by the Board at its July 8, 2008 meeting, since section 2.S. of Chapter 8 of our Code of Ordinances requires the Board to make its final recommendation at a meeting different from the date it was first advertised. Furthermore, this was reviewed by the Board at its August 12, 2008 meeting, for their approval of the changes being recommended to the amendment process. The minutes of these meetings are attached (Attachments 4A, 4B, and 4C). These proposed changes are then subject to "ratification" by City Council pursuant to section 2.D. of Chapter 8 of our Code. In actuality, the Board is not implementing these revisions until Council approves them.

Budget & Financial Summary: There is no financial impact related to this matter.

Attachments:

1. Ordinance No. _____
2. Parks and Recreation Board Bylaws February 2005
3. ByLaws Recommendations for Amendment
4. Board Minutes
 - A. June 10, 2008
 - B. July 8, 2008
 - C. August 12, 2008

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "PERSONNEL", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 8, "Personnel", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

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

City Attorney

EXHIBIT "A"

That Chapter 8, "Personnel", Section 2, "Parks and Recreation Advisory Board", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting Section 2 in its entirety and inserting the revised Section 2 as set out hereafter to read as follows:

"SECTION 2: PARKS AND RECREATION ADVISORY BOARD"**A. PURPOSE**

The "College Station Parks and Recreation Advisory Board", hereinafter referred to as the "Board", shall be composed of nine (9) members. The duties of said Board shall be to advise and recommend to the City Council on all matters to the establishment, maintenance, and operation of city parks and recreation programs for the CITY OF COLLEGE STATION and to carry out other duties as may be assigned by the City Council.

B. TERMS OF OFFICE; VACANCIES

- (1) The terms of office for said Parks and Recreation Advisory Board shall commence on July 1st and shall be for two (2) years in length. The members of the Board shall be appointed by the City Council on a staggered basis with five (5) expiring in uneven years and four (4) expiring in even years. The Council shall appoint one (1) member to serve as Chair. One (1) member will serve as Vice-Chair on an annual basis, as selected by the Board at the July meeting.
- (2) Members appointed to fill vacancies on said board shall be for the remainder of the term of his predecessor.

C. TERMINATION

As stated in City Ordinance No. 2406, any board member appointed by the City Council shall forfeit that membership if absent for more than three (3) meetings in a twelve month period that are considered unexcused by definition, or twenty-five percent (25%) of the meetings, whichever is greater, in one appointment year, unless the absenteeism is for:

- (1) Vacation
- (2) Illness
- (3) Family Emergency
- (4) Jury Duty
- (5) Business out of town

Absenteeism may also be excused by the Board or by the City Council. If a member goes beyond this absenteeism limit, the City Council shall be advised to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chair or Board Secretary of a valid reason or good cause for absence prior to a scheduled meeting.

D. ORGANIZATION

Said Board is authorized to establish its own rules, regulations, and by-laws. The Board shall provide for regular and special meetings necessary to carry on its business.

E. LIMITATIONS

The Board shall not be authorized to incur on behalf of the CITY OF COLLEGE STATION any expense incident to the operation of said Parks and Recreation Department programs, unless expressly authorized to do so by the CITY COUNCIL. The Board shall not knowingly conduct business that has been assigned by ordinance to any other governing or advisory board of the CITY OF COLLEGE STATION.

F. NOTICE OF MEETINGS

Notice of all regular meetings shall be delivered to each member of the Board at least seventy-two (72) hours prior to each meeting. Notice of all meetings and agendas shall be posted at City Hall and delivered to the news media in compliance with all state and local laws.

G. REGULAR MEETINGS

The regular meeting shall be held on the second Tuesday of each month at the hour of 7:00 p.m. unless otherwise designated in the Notice, and at such place as is designated in the Notice.

H. SPECIAL MEETINGS

Special meetings may be called at any time by the Chair of the Board or by three (3) members of the Board.

I. QUORUM

Five (5) members of the Board shall constitute a quorum at all times.

J. RULES OF ORDER

General parliamentary rules, as given in Robert's Rules of Order, as modified by the rules and regulations of the Board shall be observed in conducting meetings of the Board.

K. ORDER OF BUSINESS

The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

- (1) Call to order.
- (2) Roll call and possible action concerning requests for absences.
- (3) Hear visitors.
- (4) Consideration of minutes of last regular meeting and of any special meetings held subsequently, and their approval or amendment.
- (5) Reports and Board action items.
- (6) Future Agenda Items.
- (7) Adjourn.

L. APPOINTMENT OF OFFICERS

The Council shall appoint one (1) member of the Board to serve as Chair. One (1) member will serve as Vice-Chair on an annual basis, as selected by the Board at the July meeting.

M. DUTIES OF THE BOARD CHAIR

The Board Chair shall preside at the meetings of the Board, and shall perform the other duties ordinarily performed by that officer. The Chair shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

N. DUTIES OF THE VICE-CHAIR

The Board Vice-Chair, in the absence of the Chair, shall perform all the duties of the Board Chair. In the absence of both the Chair and the Vice-Chair, the Board shall elect a Chair Pro Tempore who shall perform the duties of the Board Chair.

O. DUTIES OF THE PARKS AND RECREATION DEPARTMENT DIRECTOR

The Director shall act as the Chief Executive Officer of the Board, but shall not be a member. The Director shall attend all regular meetings and participate in discussions, but shall not be entitled to vote.

P. DUTIES OF THE SECRETARY TO THE BOARD

The Parks and Recreation Department Staff Assistant shall act as the Secretary to the Board, but shall not be a member. The Staff Assistant shall prepare agendas, post the appropriate notices, notify Board members of all regular meetings at least seventy-two (72) hours prior to the meeting, transcribe minutes from regular and special meetings in which a quorum of the Board is present, and maintain the minutes and records of the Board in compliance with all state and local laws.

Q. APPOINTMENT OF SPECIAL COMMITTEES

Special Committees shall be appointed by the Chair for consideration and study of any matter not covered by the Board during regular or special meetings. The Special Committees shall report their findings to the Board.

R. AMENDMENTS

These by-laws may be amended at any regular meeting of the Board by a majority vote of the members present, provided previous notice of the nature of any proposed amendment shall have been given at least one regular meeting before the action thereon shall be taken.

These by-laws shall be automatically amended by any future ordinances passed by the City Council dealing with matters relating to the Parks and Recreation Advisory Board.

Initial Approval: October 27, 1983

2004 Revision Approval by Parks and Recreation Advisory Board: November 9, 2004

2004 Revision Approval by Council: February 10, 2005

2008 Advertisement and Consideration by Parks and Recreation Advisory Board: June 10, 2008

2008 Revision Approval by Parks and Recreation Advisory Board: July 8, 2008

2008 Revision Approval by Parks and Recreation Advisory Board: August 12, 2008

CONSTITUTIONAL BY-LAWS
of the
PARKS AND RECREATION ADVISORY BOARD
CITY OF COLLEGE STATION, TEXAS

THE BOARD SHALL BE GOVERNED BY
CITY ORDINANCE NUMBER 1137 - NOVEMBER 9, 1978

A. PURPOSE

The "College Station Parks and Recreation Advisory Board", herein-after referred to as the "Board", shall be composed of nine (9) members. The duties of said Board shall be to advise and recommend to the City Council on all matters to the establishment, maintenance, and operation of city parks and recreation programs for the CITY OF COLLEGE STATION and its inhabitants and to carry out other duties as may be assigned by the City Council.

B. TERMS OF OFFICE; VACANCIES

- (1) The terms of office for said Parks and Recreation Advisory Board shall commence on July 1st and shall be for two (2) years in length. The members of the Board shall be appointed by the City Council on a staggered basis with five (5) expiring in uneven years and four (4) expiring in even years. The Council shall appoint one (1) member to serve as Chairman. One (1) member will serve as Vice-Chairman on an annual basis, as selected by the Board at the July meeting.
- (2) Members appointed to fill vacancies on said board shall be for the remainder of the term of his predecessor.

C. TERMINATION

As stated in City Ordinance No. 2406, any board member appointed by the City Council shall forfeit that membership if absent for more than three (3) meetings in a twelve month period that are considered unexcused by definition, or 25% of the meetings, whichever is greater, in one appointment year, unless the absenteeism is for:

- a. Vacation
- b. Illness
- c. Family Emergency
- d. Jury Duty
- e. Business out of town

Absenteeism may also be excused by the Board or by the City Council. If a member goes beyond this absenteeism limit, the City Council shall be advised to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include

failure to notify Chairman or Board Secretary of a valid reason or good cause for absence prior to a scheduled meeting.

D. ORGANIZATION

Said Board is authorized to establish its own rules, regulations, and by-laws subject to ratification by the City Council and shall provide for regular and special meetings necessary to carry on its business.

E. LIMITATIONS

The Board shall not be authorized to incur on behalf of the CITY OF COLLEGE STATION any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the CITY COUNCIL. The Board shall not knowingly conduct business that has been assigned by ordinance to any other governing or advisory board of the CITY OF COLLEGE STATION.

F. REGULAR MEETINGS

The regular meeting shall be held on the second Tuesday of each month at the hour of 7:00 p.m. unless otherwise designated in the Notice, and at such place as is designated in the Notice.

G. NOTICE OF MEETINGS

Notice of all regular meetings shall be delivered to each member of the Board at least seventy-two (72) hours prior to each meeting. Notice of all meetings and agendas shall be posted at City Hall and delivered to the news media in compliance with all state and local laws.

H. SPECIAL MEETINGS

Special meetings may be called at any time by the Chairman of the Board or by three (3) members of the Board.

I. PLACE OF MEETING

The place of the meeting shall be the location designated in the Notice.

J. QUORUM

Five (5) members of the Board shall at all times constitute a quorum.

K. RULES OF ORDER

General parliamentary rules, as given in Robert's Rules of Order, as modified by the rules and regulations of the Board shall be observed in conducting meetings of the Board.

L. ORDER OF BUSINESS

The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

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5. Reports and Board action items.

M. APPOINTMENT OF OFFICERS

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N. DUTIES OF THE BOARD CHAIRMAN

The Chairman of the Board shall preside at the meetings of the Board, and shall perform the other duties ordinarily performed by that officer. The Chairman shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

O. DUTIES OF THE VICE-CHAIRMAN

The Vice-Chairman of the Board, in the absence of the Chairman, shall perform all the duties of the Chairman of the Board. In the absence of both the Chairman and the Vice-Chairman, the Board shall elect a Chairman Pro Tempore who shall perform the duties of the Chairman of the Board.

P. DUTIES OF THE PARKS AND RECREATION DIRECTOR

The Director shall act as the Chief Executive Officer of the Board, but shall not be a member. The Director shall attend all regular meetings and participate in discussions, but shall not be entitled to vote.

Q. DUTIES OF THE SECRETARY TO THE BOARD

The Parks Staff Assistant shall act as the Secretary to the Board, but shall not be a member. The Staff Assistant shall prepare agendas, post the appropriate notices, notify Board members of all regular meetings at least seventy-two (72) hours prior to the meeting, transcribe minutes from regular and special meetings in which a quorum of the Board is present, and maintain the minutes and records of the Board in compliance with all state and local laws.

R. APPOINTMENT OF SPECIAL COMMITTEES

Special Committees shall be appointed shall be appointed by the Chairman for consideration and study of any matter not covered by the Board during regular or special meetings. The Special Committees shall report their findings to the Board.

S. AMENDMENTS

These by-laws may be amended at any regular meeting of the Board by a majority vote of the members present, provided previous notice of the nature of any proposed amendment shall have been given at least one regular meeting before the action thereon shall be taken.

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EXHIBIT "A"

"SECTION 2: PARKS AND RECREATION ADVISORY BOARD"

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2008 Advertisement and Consideration by Parks and Recreation Advisory Board: June 10, 2008

2008 Revision Approval by Parks and Recreation Advisory Board: July 8, 2008

2008 Revision Approval by Parks and Recreation Advisory Board: August 12, 2008

~ The Board moved to item # 11 regarding Robert Meyer's Senior Advisory Committee letter. ~

8. **Report and discussion regarding the status of boot camps in the parks system:** Staff explained the new phenomenon happening in the parks and recreation system called boot camps. The boot camps are becoming very widespread, and there is no firm database with contact information regarding these boot camps. Parks and Recreation staff have no idea of how many boot camp participants are in the parks at any given time. Discussion followed. The Board felt that if this issue becomes a problem in the parks and recreation system, then they would like to revisit it at a future meeting. This was an informational item only, and no action was required.



9. **Report, possible action, and discussion regarding the Parks and Recreation Advisory Board By-Laws Sub-committee meeting:** Wayne Williams informed the Board of what was discussed in the Parks and Recreation Advisory Board By-Laws Sub-committee meeting. Staff asked for the Board's consideration of the recommendations for change. Kathleen Ireland made a motion to recommend the proposed, amended Parks and Recreation Advisory Board By-Laws, and Billy Hart seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

10. **Report, possible action, and discussion regarding the proposed park land dedication zones in the city and ETJ:** Peter Vanecek, Senior Park Planner, explained the proposed park land dedication zones. Discussion followed. Staff asked the Board to make a recommendation for the proposed park land dedication zones that have been composed for future development in the ETJ. Shawn Rhodes made a motion to recommend the proposed park land dedication zones as submitted, and Kathleen Ireland seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

11. **Consideration, possible action, and discussion concerning a recommendation letter from the Senior Advisory Committee:** Robert Meyer, Chairman of the Senior Advisory Committee, spoke briefly regarding requests that the Senior Advisory Committee had. They proposed that the College Station Senior Center's name be changed to the College Station Community Center, and also proposed that a letter be sent to each member of the City Council regarding their requests. Kathleen Ireland made a motion to approve the letter to be sent to the City Council and Wayne Williams seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

7. **Consideration, possible action and discussion regarding the appointment of a member to the Joint Parks Planning and Zoning Sub-committee:** Marco A. Cisneros asked that the Board appoint a member in the vacant spot for this sub-committee. This member would take the place of Billy Hart. Due to a conflict of interest, Mr. Hart was not able to serve on the sub-committee. The Board requested that all sub-committees be reviewed in two months. This item was tabled, and moved to a future agenda.
8. **Discussion regarding the proposal for the College Station Trees Foundation:** Marco A. Cisneros explained that this item had been placed on the agenda at the request of the Mayor. Jodi Warner asked for more information or a presentation regarding this issue. Jody Ford felt it would be beneficial to have a representative come and speak to the Board about operations in the Trees Foundation, such as advocacy and fundraising. The Board requested that they hear from the foundation within a year. This was an informational item only, and no action was required.
9. **Consideration, possible action and discussion regarding the removal of the Raintree Park volleyball court:** Marco A. Cisneros explained that this item was a specific request from the homeowner's association to have the volleyball court removed from Raintree Park. The volleyball court was described as being a hindrance and a maintenance drain. Wayne Williams made a motion that the volleyball court be removed and Billy Hart seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
- ☆ 10. **Report, possible action and discussion regarding the Parks and Recreation Advisory Board By-Laws:** Marco A. Cisneros reported that action from the Board was needed in order to recommend the proposed By-Laws amendments to City Council. Jody Ford made a motion to recommend the proposed By-Laws amendments as submitted, and Wayne Williams seconded. All were in favor, and the motion passed unanimously.
11. **Report, possible action and discussion regarding Park Maintenance Standards for FY 2008:** Curtis Bingham gave a brief overview of the third quarter Park Maintenance Standards. This was an informational item only, and no action was required.
12. **Discussion and possible action concerning Parks and Recreation Advisory Board Goals:** Hearing none, this item was closed.
13. **Presentation, possible action and discussion concerning the current Capital Improvement Program:**

~ Shawn Rhodes arrived at 7:17PM. ~

9. **Discussion and possible action concerning the 2009 annual PARD user fees:** Marco A. Cisneros explained that this was a starting point for the 2009 user fees. Discussion followed. This was an informational item only, and no action was required.
10. **Recognition and discussion regarding Ric Ploeger's recognition related to the execution of The Green Room project:** Marco A. Cisneros explained that this recognition is not to name The Green Room, but for a plaque to be posted at The Green Room for Ric Ploeger in recognition of his outstanding service to The Green Room project and the City of College Station. Discussion followed. Jody Ford made a motion to approve the recognition by posting a plaque at The Green Room and Billy Hart seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
- ★ 11. **Discussion and possible action concerning Parks and Recreation Advisory Board Bylaws:** Marco A. Cisneros explained that the Bylaws were being brought back to the Board once more due to some procedural changes. The change was being done so that the Board would have the ability to amend their Bylaws rather than having City Council ratify them each time. Wayne Williams made a motion to approve the amended Bylaws as submitted, and George Jessup seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
12. **Discussion and possible action concerning Parks and Recreation Advisory Board Goals:** Discussion followed. This was an informational item only, and no action was required.
13. **Presentation, possible action and discussion concerning the current Capital Improvement Program:**
 - **Current Capital Improvement and Park Land Dedication Project Lists:** David Schmitz, Assistant Director – Operations, reported on the Capital Improvement and Park Land Dedication Project lists. This was an informational item only, and no action was required.
 - **Dedications of Less than 3 Acres:**
The Barracks ~ Park Zone 15
David Schmitz, Assistant Director – Operations, briefly reported on the dedication. This was an informational item only, and no action was required.

August 18, 2008
Consent Agenda Item No. 2d
Change Order to Construction Contract #08-063 for Construction Development of Three Parks: University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on a change order to Contract #08063 with R.M. Dudley Construction, for changes in the scope of work related to the development of the University, Edelweiss Gartens, and Woodland Hills Neighborhood Parks in the amount of \$46,870.83.

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

Summary: Contract #08-063 with Dudley Construction was approved during the March 13, 2008 City Council meeting (Consent Agenda Item #2d). The contract is for the development of three (3) undeveloped neighborhood parks. The winning bid was under budget. During the construction phase of the three (3) parks, items have been identified as needing change now rather than later to save money on construction and mobilization expenses. This change order request will fund the additional construction and material expenses to be incurred due to changes in the scope of work for the project. These changes include:

- University Park: Metal powder-coated bridges, parking lot brick paving and additional trees.
- Edelweiss Gartens Park: Additional sidewalks.
- Woodland Hills Park: Satellite Irrigation System, sidewalk credit, landscaping and drip irrigation.

Budget & Financial Summary: Contract #08-063 is a Standard Form of Construction Contract, and according to City of College Station Purchasing Procedures any change orders exceeding Twenty-five Thousand Dollars (\$25,000) require City Council approval. Change Order #1 is in the amount of Forty-Six Thousand Eight Hundred Seventy and 83/100 Dollars (\$46,870.83). The project remains under budget with the addition in expenses.

Amount Budgeted:	\$1,230,837.00
Original Contract Amount:	\$1,127,628.00
Change Order #1 Amount:	\$46,870.83
Net Percentage Increase:	4.1%

Attachments:

- 1) Change Order #1
- 2) Dudley Construction Adjustments for Changes in Work

CHANGE ORDER NO. 1
 CONTRACT # 08-110
 PROJECT # PK 0613, 0410, 0523

DATE: 07/05/2008
 PROJECT DESCRIPTION: Edelweiss Gartens,
 University and Woodland Hills Parks Development

P.O.# 080630

OWNER:

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

CONTRACTOR:

Dudley Construction
 11370 Hwy. 30
 CS. TX. 77845
 Ph: 776-2135
 Fax: 776-2235

PURPOSE OF THIS CHANGE ORDER:

- Item 1: Replace (2) 16' wood bridges with (2) 20' metal bridges @ University Park
- Item 2: Provide acme brick pavers in lieu of striping parking lot @ University Park
- Item 3: Replace standard irrigation w/sattelite irrigation system @ Woodland Hills Park
- Item 4: Credit for not building sidewalk in flood prone area @ Woodland Hills Park
- Item 5: Additional sidewalk to basketball court for better access @ Edelweiss Gartens
- Item 6: Additional trees for shade along sidewalk @ University Park
- Item 7: Add landscape and irrigation @ Woodland Hills Park

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	2	Metal Powder Coated Bridges				\$27,251.40
2	1	Parking Lot Brick Paving				\$ 5,127.23
3	1	Sattelite Irrigation System				\$ 9,295.00
4	1	Sidewalk Credit				- \$ 3,597.75
5	1	Additional Sidewalk				\$ 2,539.35
6	1	Additional Trees				\$ 1,112.00
7	1	Landscape & Irrigation				\$ 5,143.60

THE NET AFFECT OF THIS CHANGE ORDER IS A \$46,870.83 Increase

ORIGINAL CONTRACT AMOUNT	\$ 1,127,628.00	
Change Order No. 1	\$ 46,870.83	4.1 % of Original Contract Amount
Change Order No. 2	\$	% of Original Contract Amount
Change Order No. 3	\$	% of Original Contract Amount
REVISED CONTRACT AMOUNT	\$ 1,174,498.83	

ORIGINAL CONTRACT TIME	Days 240	Item 1 & 2 - PK 0410
Change Order No. 1 Time Extension	Days 0	University Park Development
Change Order No. 2 Time Extension or Reduction	Days	AC# 172-9111-971.30-20
Change Order No. 3 Time Extension or Reduction	Days	Item 3 & 4 - PK 0523
REVISED CONTRACT TIME	Days 240	Woodland Hills Park Development
		AC# 138-9111-971.30-20

SUBSTANTIAL COMPLETION DATE	01/20/2009	Item 5 - PK 0613
REVISED SUBSTANTIAL COMPLETION DATE	01/20/2009	Edelweiss Gartens Park Develoment
		AC# 138-9111-971.30-20

APPROVED:

NA

A/E CONTRACTOR _____ Date _____
Mary Junker 7/7/08
 CONSTRUCTION CONTRACTOR _____ Date _____
[Signature] 07/08/08
 PROJECT MANAGER _____ Date _____
Marcos C. Casanova 7/7/08
 DEPARTMENT DIRECTOR/ ADMINISTRATOR _____ Date _____

CHIEF FINANCIAL OFFICER _____ Date _____
Carla A. Robinson
 CITY ATTORNEY _____ Date _____
 CITY MANAGER _____ Date _____
 CITY SECRETARY _____ Date _____



DUDLEY CONSTRUCTION

ADJUSTMENT FOR CHANGES IN WORK

Project #: 08-213 Contract #: _____ Revision #: 1
 Project Title: College Station - University Park Date: 7/7/2008
 Contractor: Dudley Construction
 Description of Change in Work: Add four (4) forty-five (45) gallon Cypress trees, delete one (1) five (5) gallon Oleander and delete two (2) thirty (30) gallon Crapemyrtles.

Description	Quantity Required	Unit	Labor Unit Cost	Labor	M/E Unit Cost	Material Equipment Other	Sub Unit Cost	Subcontract
Brazos Valley Nursery	1.00	ls	0.00	0.00	0.00	0.00	1,112.00	1,112.00
				0.00		0.00		0.00
SUBTOTALS				0.00		0.00		1,112.00

_____	Subtotal (labor + material + equipment)	\$0.00 [A]
_____	Labor Burden <u>35</u> % of Labor Total	\$0.00 [B]
_____	Sales Tax <u>8.25</u> % of taxable items	\$0.00 [C]
_____	Subtotal (Lines A-C)	\$0.00 [D]
	Profit on (Lines A-C) <u>10</u> %	\$0.00 [E]
	Subtotal (subcontractor)	\$1,112.00 [F]
	Profit <u>10</u> %	\$111.20 [G]
	Total (D+E+F+G)	\$1,223.20



DUDLEY CONSTRUCTION

ADJUSTMENT FOR CHANGES IN WORK

Project #: 08-213 Contract #: _____ Revision #: 1
 Project Title: College Station - University Park Date: 5/30/2008
 Contractor: Dudley Construction
 Description of Change in Work: Provide acme brick pavers in lieu of striping at parking lot for University Park per sketch by David Wood.

Description	Quantity Required	Unit	Labor Unit Cost	Labor	M/E Unit Cost	Material Equipment Other	Sub Unit Cost	Subcontract
Brick pavers @ parking lot.	1.00	ls	2,298.00	2,298.00	1,877.00	1,877.00	0.00	0.00
Credit for striping not done.	(1.00)	ls	0.00	0.00	0.00	0.00	350.00	(350.00)
SUBTOTALS				2,298.00		1,877.00		(350.00)

_____	Subtotal (labor + material + equipment)	\$4,175.00 [A]
_____	Labor Burden <u>35 %</u> of Labor Total	\$804.30 [B]
_____	Sales Tax <u>8.25 %</u> of taxable items	\$0.00 [C]
_____	Subtotal (Lines A-C)	\$4,979.30 [D]
_____	Profit on (Lines A-C) <u>10 %</u>	\$497.93 [E]
_____	Subtotal (subcontractor)	(\$350.00) [F]
_____	Profit <u>10 %</u>	\$0.00 [G]
_____	Total (D+E+F+G)	\$5,127.23



DUDLEY CONSTRUCTION

ADJUSTMENT FOR CHANGES IN WORK

Project #: 08-213 Contract #: _____ Revision #: 1
 Project Title: College Station - Woodland Hills Date: 5/20/2008
 Contractor: Dudley Construction
 Description of Change in Work: Credit for new sidewalk path not in wooded area.

Description	Quantity Required	Unit	Labor Unit Cost	Labor	M/E Unit Cost	Material Equipment Other	Sub Unit Cost	Subcontract
Credit for not having to clear area.	(780.00)	sf	0.25	(195.00)	0.25	0.00	0.00	0.00
Credit for reduced sidewalk.	(780.00)	sf	1.50	(1,170.00)	2.25	(1,755.00)	0.00	0.00
SUBTOTALS				(1,365.00)		(1,755.00)		0.00

_____	Subtotal (labor + material + equipment)	(\$3,120.00) [A]
_____	Labor Burden <u>35</u> % of Labor Total	(\$477.75) [B]
_____	Sales Tax <u>8.25</u> % of taxable items	\$0.00 [C]
_____	Subtotal (Lines A-C)	(\$3,597.75) [D]
_____	Profit on (Lines A-C) <u>10</u> %	\$0.00 [E]
_____	Subtotal (subcontractor)	\$0.00 [F]
_____	Profit <u>10</u> %	\$0.00 [G]
_____	Total (D+E+F+G)	(\$3,597.75)



DUDLEY CONSTRUCTION

ADJUSTMENT FOR CHANGES IN WORK

Project #: 08-213 Contract #: _____ Revision #: 1
 Project Title: College Station - Edelweiss Gartens Date: 5/20/2008
 Contractor: Dudley Construction
 Description of Change in Work: Concrete sidewalk added at basketball court.

Description	Quantity Required	Unit	Labor Unit Cost	Labor	M/E Unit Cost	Material Equipment Other	Sub Unit Cost	Subcontract
Additional sidewalk @ basketball court	540.00	sf	1.50	810.00	2.25	1,215.00	0.00	0.00
SUBTOTALS				810.00		1,215.00		0.00

_____	Subtotal (labor + material + equipment)	\$2,025.00 [A]
_____	Labor Burden <u>35 %</u> of Labor Total	\$283.50 [B]
_____	Sales Tax <u>8.25 %</u> of taxable items	\$0.00 [C]
_____	Subtotal (Lines A-C)	\$2,308.50 [D]
_____	Profit on (Lines A-C) <u>10 %</u>	\$230.85 [E]
_____	Subtotal (subcontractor)	\$0.00 [F]
_____	Profit <u>10 %</u>	\$0.00 [G]
_____	Total (D+E+F+G)	\$2,539.35

August 18, 2008
Consent Agenda Item No. 2e
Sungard Public Sector Imaging Interfaces

To: Glenn Brown, City Manager

From: Ben Roper, Director of Information Technology

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of imaging interfaces for the Financial and Community Services applications in use by the Fiscal Services and the Planning and Development Services Departments in an amount not to exceed \$29,580.00.

Recommendation(s): Staff recommends approval.

Summary: The imaging interfaces to the Financial and Community Services applications will allow direct tie in to LaserFiche, the City's document imaging system. Scanned documents, such as invoices, will be capable of being electronically tied to their respective information system's record. These interfaces will allow the Fiscal Services Department and the Planning and Development Services department to not only continue imaging documents for retention purposes, but better track and retrieve them, saving valuable staff time.

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

Budget & Financial Summary: Funds exist in the Fiscal Services and Planning and Development Services FY08 operating budgets to cover the costs associated with this purchase. Ongoing costs of \$4,930, incorporated into the contract amount, exist for the maintenance and support of this module.

Attachments:

Supplement contract for SPS Imaging Interface Software and License Agreement
A copy of the master agreement with SPS is available in the City Secretary's office

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT
 BY AND BETWEEN SUNGARD PUBLIC SECTOR INC. AND CITY OF COLLEGE STATION, TX
 SCHEDULE A-PRICING AND PAYMENT SCHEDULE
 CONTRACT NO. COLG-080872**

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

Designated Machine

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from SunGard Public Sector, may be subject to an upgrade charge.

Type: _____ Model: _____ Serial Number _____
 Operating System: _____ Tape Drive: _____

SunGard Public Sector Licensed Programs	License Fees	Annual Support
Imaging Interface Financials - IE	\$ 12,325.00	\$ 2,465.00
Imaging Interface Community Dev. - IL	12,325.00	2,465.00
SunGard Public Sector Licensed Programs Total	\$ 24,650.00	\$ 4,930.00

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Otherwise Noted
License Fees	\$ 24,650.00	\$ 24,650.00	
SCR COLG HT 2008-3964 (Optional Technical Assistance)	6,000.00		\$ 6,000.00
Annual Support	4,930.00		4,930.00
Grand Total	\$ 35,580.00	\$ 24,650.00	\$ 10,930.00

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

***Payments:**

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

- License Fees: Upon execution of this Supplement.
- Conversion Fees: 50% upon the execution of the System Change Request (SCR) (includes \$250.00 processing fee noted below) and the remaining 50% upon completion. (Optional: In the event that the 3rd party vendor requires assistance using the Image API's)
- Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

SunGard Public Sector Support Services

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

Licensed Program Testing and Acceptance

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

Warranty

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

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

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

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

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

Remedies and Limitation of Liability

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

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

Consulting Services (SCR)

SCR form(s) for optional consulting services in this Supplement is attached for Customer signature and return to SunGard Public Sector in the event that Customer elects to accept these optional consulting services. SunGard Public Sector will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment. The final fifty percent (50%) payment is due upon completion. Data must be given to SunGard Public Sector in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional consulting, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Scheduled Resource Changes

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

Provisions of Insurance

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

Preprinted Terms and Conditions

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

Non-Hiring Statement

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

Estimated Travel and Living Expenses

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

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

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by September 19, 2008.

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

CITY OF COLLEGE STATION, TX

SUNGARD PUBLIC SECTOR INC.

Authorized Signature



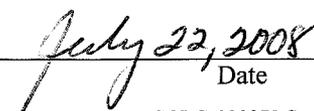
Authorized Signature

Ronald E. Goodrow
Exec.VP, SunGard Public Sector Inc

Print Name & Title

Print Name & Title

Date



Date

ATTEST:

City Secretary

Date

City Manager

Date

Adam C. Fales

City Attorney

Date

Chief Financial Officer

Date

CLIENT: City of College Station TX	SCR NUMBER: COLG HT 2008-3964
APPLICATION: Imaging Interface	DATE: 07/15/2008
REQUEST DESCRIPTION	
<p>Provide for a technical resource to work with a 3rd party Image vendor to assist with a general understanding of the interface, provide documentation on how to use the Image API Interface calls, and to answer any related questions. Assistance will be limited to the I-Series system upon which the SunGard Public Sector Applications are installed. Connectivity and programming issues fall outside the scope of the provided services covered by this SCR, necessitated by the fact that development languages and platforms used by 3rd party vendors may lie outside SunGard Public Sector's primary development expertise. These consultation services will be available for a period of <u>20 hours over a 2 week time period during normal business hours</u> at which time the SCR is considered complete and the remaining balance due. If additional services are needed beyond that time an additional SCR will be required.</p> <p>Supported API List: Generic Imaging – IMAPI000, IMAPI001, IMAPI032</p> <p>This work will be based on the current version and may require that the client load this version as part of the SCR.</p> <p>This work will be based on the current version and may require that the client load this version as part of the SCR.</p>	
<p>NOTE: Planned Environment: <u>5.0</u> = Version, User Interface: <u>X</u> = NaviLine and/or <u> </u> = Select/Green Screen Request will be: <u> </u> = One Time Process, <u> </u> = Custom Modification, <u>X</u> = Base Feature If Custom Modification then the estimated future cost for retrofitting this work is:</p>	
CONNECT CARE CASE #: Not Available	TOTAL COST: \$6,000.00
SUNGARD CONFIRMATION: Emory Van Cleef	DATE: 07/15/2008
CLIENT AUTHORIZATION:	DATE:
REQUESTED COMPLETION DATE:	

INSTRUCTIONS:

- 1) **This document must be signed and returned within 90 days of receipt. This quotation is only valid for 90 days. Unreturned and unsigned SCR's will automatically be cancelled after 90 days.**
- 2) Return a faxed, signed copy to SunGard Public Sector (407-304-1025).
- 3) Maintain a copy for your records.
- 4) Upon receipt of the fax, it will be processed through the SunGard Public Sector Accounting Department for invoicing.

INFORMATION

- 5) On site installation and training is not included in cost unless specified above.
- 6) If your organization has a modification maintenance agreement (Currently \$100.00/modified object and is subject to change), this modification will become part of the plan. If you do not have an agreement, you are responsible for the cost to retrofit this mod into new releases.

INVOICE –

- For billing inquiries regarding this SCR, please use the number located at the top right of this form.
- Please remit the first 50% of the total cost to SunGard Public Sector's Accounting Department referencing this SCR #. Programming will not begin until this signed SCR and the 50% payment is received.
- The second 50% will be invoiced upon completion of the project.
- Prices are quoted in U.S. dollars.

August 18, 2008
Consent Agenda Item No. 2f
Annual Reconfirmation for Texas A&M University Nuclear Science Center

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.

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

Summary: The City of College Station currently provides Fire Protection, Emergency Medical and Hazardous Materials response to the Texas A&M University Main Campus to include the Nuclear Science Center. This Annual Reconfirmation letter is required to be signed and placed in an official file as part of the annual Inspection process by the Nuclear Regulatory Commission.

Budget & Financial Summary: None.

Attachments:

Resolution
Reconfirmation Letter and Form.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE INTERLOCAL AGREEMENT FOR THE ANNUAL RECONFIRMATION AND USE OF SERVICE AND EQUIPMENT TO BE PROVIDED BY THE CITY OF COLLEGE STATION IN THE EVENT OF A RADIOLOGICAL INCIDENT AT THE TEXAS A&M UNIVERSITY NUCLEAR SCIENCE CENTER.

WHEREAS, the City Council of the City of College Station, Texas, desires to protect the health, safety and welfare of its population including Texas A & M University; and

WHEREAS, the City of College Station currently provides fire and hazardous materials emergency response to Texas A&M University; and

WHEREAS, this Agreement is required to be in place for the annual inspection and review process by the Nuclear Regulatory Commission; and

WHEREAS, the College Station City Council earlier approved Resolution No. 06-25-86-05, dated 25 June 1986 pertaining to this same matter; and

WHEREAS, the City Council of the City of College Station, Texas, wishes to continue to partner and collaborate to provide service and equipment to respond in the event of a radiological incident at the Texas A&M Nuclear Science Center; now, therefore,

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

PART 1: That the City Council hereby approves the Interlocal Agreement for the Annual Reconfirmation of Services and Use of Equipment to be provided by the City of College Station in the event of a radiological incident at the Texas A&M University Nuclear Science Center.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population by collaborating with its partners at Texas A&M University.

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

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

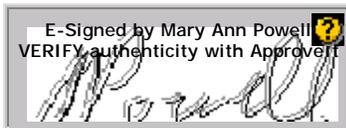
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

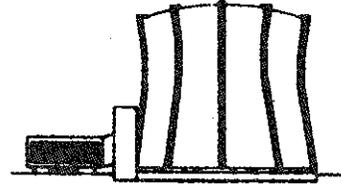


City Attorney

TEXAS ENGINEERING EXPERIMENT STATION

TEXAS A&M UNIVERSITY

3575 TAMU
COLLEGE STATION, TEXAS 77843-3575



NUCLEAR SCIENCE CENTER
979/845-7551
FAX 979/862-2667

June 25, 2008

2008-0034

Robert Alley, Fire Chief
City of College Station Fire Department
300 Krenk Tap
College Station, Texas 77842

Chief Alley:

SUBJECT: Annual Reconfirmation of Services and Use of Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center

Please find attached the reconfirmation agreement letter between the City of College Station and The Nuclear Science Center. Please annotate your continued support and return to my attention at:

Texas A&M University
Nuclear Science Center
Building 1095, Nuclear Science Rd.
3575 TAMU
College Station, TX 77843-3575

We thank you for your support and look forward to working with you in the future.

Sincerely,

W.D. Reece,
Director

WDR/jlg

Attachment: Agreement Letter

xc: 2.11/Central File
1.244/Emergency Plan, Fire Department Training

Agreement Between
The Texas A&M University Nuclear Science Center
And
The College Station Fire Department

This is to reconfirm the agreement, as per Resolution No. 06-25-86-05, dated 25 June 1986. The College Station Fire Department and Ambulance Service agrees to provide the below listed services and use of equipment to Texas A&M University, the Texas Engineering Experiment Station, and Nuclear Science Center in the event of the implementation of emergency plans. The College Station Fire Department also agrees to participate in an annual training program to be presented by these organizations.

List of Services and Equipment to be provided:

1. Fire Protection
2. Ambulance Service
3. Emergency Medical Assistance

Robert Alley
Fire Chief for the City of College Station, Texas

Signature: _____

Date: _____

August 18, 2008
Consent Agenda Item No. 2g
Renovation and Maintenance of Fire Stations #1, #2, #5.

To: Glenn Brown, City Manager

From: R.B. Alley, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding the renovations and building maintenance of Fire Stations #1, Fire Station #2, and Fire Station #5 with a Buy Board Standard Hours Contract price agreement with Jamail / Smith Construction, in the amount of \$ 99,493.94

Recommendation(s): Staff recommends award of contract 08-283 to Jamail / Smith Construction for \$ 99,493.94

Summary: The renovations and maintenance were approved in a SLA submitted during the FY 08 budget process. This Buy Board contract is for Fire Station #1, kitchen counter tops, appliance / fixture hook-ups, additional light, sink / faucet, work / weight room remodel, patio cover, and smoke and CO detector system.
Fire Station #2, kitchen counter tops, appliance / fixture hook-ups, sink / faucet, patio cover, bay speakers, bay exhaust fans, and extra bay door.
Fire Station # 5 Installation of a commercial ice machine.

Budget & Financial Summary: Funds are budgeted and available in the General Government Capital Improvement Fund and Fire Department General Fund.

Attachments:

Resolution

Contract 08-283 on file at the City Secretary's Office

RESOLUTION NO. _____

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

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the, Renovation, of City Buildings; and

WHEREAS, the selection of Jamail / Smith Construction per the Buy Board contract (which satisfies our requirements for competitive bidding) is being recommended as the lowest responsible bidder for the construction services related to the Renovations, of Fire Stations; 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 Jamail / Smith Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Jamail / Smith Construction for **\$99,493.94** for the labor, materials and equipment required for the improvements related the renovations of Fire Stations.

PART 3: That the funding for this contract shall be budgeted from the General Government Capital Improvement Fund and Fire Department General Fund in the amount of **\$99,493.94.**

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

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

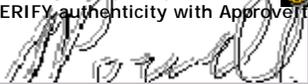
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt


City Attorney

August 18, 2008
Consent Agenda Item No. 2h
Emergency Law Enforcement Assistance- Interlocal Agreement

To: Glenn Brown, City Manager

From: Michael Ikner, Chief of Police

Agenda Caption: Presentation, possible action and discussion regarding an Emergency Law Enforcement Assistance Interlocal Agreement.

Recommendation(s): Staff recommends approval of the agreement

Summary: Interlocal agency cooperation is imperative in order to maintain public safety in times of adverse conditions or emergency situations. As such, for years local law enforcement agencies have maintained an agreement to assist each other when unique situations occur.

The purpose of this agreement is to update an agreement that was previously approved by City Council in June 2006. This updated agreement incorporates jurisdictional responsibility and now incorporates Brazos County constables as new members to the agreement.

Overall, this agreement authorizes the City of College Station Police, the City of Bryan Police, Brazos County Sheriff's Department, Brazos County Constables, Texas A&M University Police and Blinn College Police to cooperate in the investigation of criminal activity, enforcement of the laws of this State, and the provision of additional law enforcement officers and equipment to protect health, life and property, including but not limited to, the performance of police protection and detention services.

Budget & Financial Summary: n/a

Attachments:
Interlocal Agreement

**INTERLOCAL AGREEMENT
LAW ENFORCEMENT ASSISTANCE**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this _____ day of _____, 2008, by and between the TEXAS A&M UNIVERSITY (the "University"), the BLINN COLLEGE (the "College"), the COUNTY OF BRAZOS, TEXAS ("Brazos County"), the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation ("College Station"), the CITY OF BRYAN, TEXAS, a home rule municipal corporation ("Bryan"), each acting by and through its duly authorized agents (referred to collectively as the "Parties");

WHEREAS, the Parties to this Agreement are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint Agreement for the performance of the governmental function of providing Law Enforcement Services; and

WHEREAS, the Texas A&M University Police Department exercises primary jurisdiction within the territorial limits of the main university campus located within the incorporated limits of the City of College Station and within those areas owned by the Texas A&M University System which lie outside the territorial limits of the main university campus. The Texas A&M University Police Department shares concurrent jurisdiction within the territorial limits of Brazos County.

WHEREAS, the Blinn College Police Department exercises primary jurisdiction within the territorial limits of the main college campus located within the incorporated limits of the City of Bryan and within those areas owned by the Blinn College System which lie outside the territorial limits of the main college campus.

WHEREAS, the Brazos County Sheriff's Office exercises primary jurisdiction within the unincorporated territorial limits of Brazos County and those areas owned by Brazos County within the incorporated limits of the City of Bryan and the City of College Station. The Brazos County Sheriff's Office shares concurrent jurisdiction within the territorial limits of the City of Bryan and the City of College Station and exercises secondary jurisdiction within the territorial limits of those cities.

WHEREAS, the Brazos County Constables territorial limits are established by their respective precinct boundaries. The Brazos County Constables share concurrent jurisdiction within the territorial limits of Brazos County, the City of Bryan, and the City of College Station and exercise secondary jurisdiction within the territorial limits of Brazos County, the City of College Station, and the City of Bryan.

WHEREAS, the Bryan Police Department exercises primary jurisdiction within the incorporated limits of the City of Bryan and within those areas owned by the City of Bryan which lie outside the territorial limits of that city.

WHEREAS, the College Station Police Department exercises primary jurisdiction within the incorporated limits of the City of College Station and within those areas owned by the City of College Station which lie outside the territorial limits of that city.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants made herein by the University, the College, Brazos County, College Station, and Bryan, the sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby mutually agree as follows:

I. DEFINITIONS

The following terms shall have the following meanings when used in the Agreement:

(a) “Law Enforcement Officer” means any peace officer, as described in Article 2.12 of the Texas Code of Criminal Procedure who has been commissioned under the laws of the State of Texas.

(b) “Law Enforcement Personnel” means any full time or part time employee(s), including Law Enforcement Officers, who work for a law enforcement agency of one of the Parties hereto.

(c) “Chief Law Enforcement Officer” means the Sheriff, Constable, Chief of Police, or Director of University or College Police of the respective Parties. This term also applies to any person designated by the Chief Law Enforcement Officer to act on their behalf in regards to this Agreement.

(d) “Presiding Officer” means the Mayor, County Judge, or other officer of the respective Parties authorized to declare a state of civil emergency.

(e) “Requesting Agency” means the Party, or law enforcement agency thereof, that is requesting assistance from another Party, or law enforcement agency thereof.

(f) “Provider Agency” means the Party, or law enforcement agency thereof, that is providing assistance the Requesting Party, or law enforcement agency thereof.

II. AGREEMENT

The Parties expressly agree this Agreement is intended to be and should be construed as a contractual document.

III. PURPOSE

The purpose of this Agreement is to authorize the Parties to cooperate in the performance of police protection and detention services, including but not limited to the investigation of criminal

activity and enforcement of the laws of the State of Texas, and the provision of additional law enforcement personnel and equipment to protect health, life and property.

IV. CONDITIONS FOR ASSIGNMENT / ASSISTANCE

The Parties agree to assign law enforcement personnel and equipment to perform law enforcement duties, including law enforcement protection and detention services, outside their respective territorial limits and jurisdictions, subject to the determination of availability of Law enforcement Personnel and discretion as to participation when:

- (a) The Chief Law Enforcement Officer of the Requesting Agency has requested assistance through the Chief Law Enforcement Officer of the Provider Agency; and
- (b) The Chief Law Enforcement Officer of the Provider Agency has determined, in their sole discretion, that sufficient law enforcement personnel and equipment are available for the specific assignment and that the health, safety, or welfare of the Provider Agency's citizens would not be endangered by dispatching law enforcement personnel or equipment outside of the Provider Agency's jurisdictional limits.

V. REQUESTING INFORMATION

Any request for aid under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested, the specific location to which the equipment and personnel are to be dispatched, and a reasonable estimate of the length of time the assistance will be needed. However, the amount and type of equipment and number of personnel to be furnished shall be determined by and in the sole discretion of the Chief Law Enforcement Officer of the Provider Agency.

VI. COMMUNICATIONS

Communications between law enforcement personnel responding pursuant to this Agreement shall be determined by the Requesting Agency's officer in tactical control of the situation. When practical, the primary means of communication shall be by telephone or 800 MHz radio frequency, either mobile to mobile or mobile to base with the Requesting Agency providing communication center coordination.

VII. REPORTING / QUALIFICATIONS / DURATION OF ASSIGNMENT

Upon assignment to the Requesting Agency, law enforcement personnel of the Provider Agency shall report to the Requesting Agency's officer in tactical control at the location to which they have been assigned, and shall be under the command of the Requesting Agency's Chief Law Enforcement Officer, with all the powers of a regular law enforcement officer of the Requesting Agency, as fully as though he/she were within the jurisdictional limits of the governmental entity where he/she is regularly employed, and his/her qualifications as a law enforcement officer where regularly employed shall constitute his/her qualifications for such

officer within the jurisdictional limits of the Requesting Agency, and no other oath, bond, or compensation need be made. Additionally, such law enforcement personnel shall have the same investigative authority as if they were investigating criminal activity within the jurisdictional limits of the government for which they are regularly employed.

Law Enforcement Personnel of the Provider Agency will be released by the Requesting Agency when their services are no longer needed.

While in the service of the Requesting Agency, Law Enforcement Personnel of the Provider Agency shall be deemed Law Enforcement Personnel of the Requesting Agency, regardless whether they are compensated for such service by the Provider Agency.

VIII. ASSIGNMENTS / JOB DUTIES

Law Enforcement Personnel of the Provider Agency shall perform duties as directed.

When the need exists, Law Enforcement Personnel of the Provider Agency may be assigned to processing and transporting arrestees from the scene of incidents to designated detention facilities. If temporary detention facilities are necessary and are deemed inadequate by design, continuous supervision shall be provided for until permanent facilities are located.

If Law Enforcement Personnel assigned to a Requesting Agency are directed or requested to do any illegal act, each such employee shall be entitled to decline or refuse to act.

IX. WITHDRAWAL FROM PARTICIPATION

Notwithstanding any other provisions contained herein, Law Enforcement Personnel assigned to the Requesting Agency shall remain under the ultimate command of the Provider Agency. Consequently, the Chief Law Enforcement Officer of the Provider Agency may at any time, in their sole discretion, withdraw the Provider Agency's personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

X. COMPENSATION

Any law enforcement personnel who is assigned, designated, or ordered by the Chief Law Enforcement Officer of the Provider Agency to perform duties pursuant to this Agreement, is entitled to receive the same wage, salary, pension, and all other compensation and all other rights for such service, including but not limited to injury or death benefits, and workers compensation benefits, the same as though the service had been rendered within the jurisdictional limits of the Provider Agency. Such Law Enforcement Personnel are also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the jurisdictional limits of the Provider Agency.

All wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses shall be paid by the Provider Agency in the same manner as though the service had been rendered within the jurisdictional limits of the

Provider Agency. The Requesting Agency shall reimburse the Provider Agency after the payment is made and reimbursement is requested.

XI. CIVIL LAWSUITS

In the event that any person performing criminal investigation and law enforcement, law enforcement protection, or detention services pursuant to this Agreement shall be cited as a Party to any civil lawsuit, state or federal, arising out of the performance of those services, he/she shall be entitled to the same benefits that he/she would be entitled to receive if such civil action has arisen out of his duties as a member of the Provider Agency and in the jurisdiction of the Provider Agency.

Third-party claims against the Parties shall be governed by the Texas Tort Claims Act or other appropriate statutes, ordinances, or laws of the State of Texas.

Each Party to this Agreement agrees that if legal action is brought under this Agreement, exclusive venue shall be in Brazos County, Texas.

XII. INDEMNITY / RELEASE

As otherwise provide for under paragraph XI (Civil Lawsuits) and to the extent permitted by the laws of the State of Texas, and without waiving governmental immunity or the limitations as to damages under the Texas Tort Claims Act, the Parties each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or damage to any property, arising out of or in connection with the work performed under this Agreement. The Parties hereby agree that each Party will remain solely responsible for the legal defense and any civil liability due to the actions of a Law Enforcement Officer or other personnel regularly employed by the Party. Nothing herein shall be construed as a waiver of any legal defense of any nature to any claim against a Party or an agent, officer or employee of a Party.

The Requesting Agency assumes full responsibility for the services to be performed hereunder, and hereby releases, relinquishes, and discharges the Provider Agency, 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 services, personnel, or equipment provided by the Provider Agency under this Agreement. 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 Provider Agency, its officers, agents, and employees, or any third party.

XIII. RESERVATION OF IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from any activity conducted pursuant to this Agreement.

XIV. EXPENDING FUNDS

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall be liable for failure to expend funds to provide aid hereunder.

XV. VALIDITY

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

XVI. EXECUTION / EFFECTIVE DATE / TERM AND TERMINATION

This Agreement shall become effective immediately upon execution by all the Parties hereto with the initial term of this Agreement commencing on the effective date and ending on the succeeding September 30th. Thereafter, this Agreement shall automatically renew for nine (9) successive one (1) year periods, each commencing on October 1st and expiring on September 30th of the following year. Any Party wishing not to renew shall provide written notice to all Parties at least thirty (30) days prior to any annual renewal date during the term of this Agreement.

Notwithstanding the above, any Party to this Agreement may terminate its participation in this Agreement by providing thirty (30) days written notice as provided herein to the Presiding Officer of every other Party. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

XVII. MODIFICATION

This Agreement may only be amended, modified, or revised by the mutual agreement of the Parties hereto in writing.

This instrument contains all commitments and agreements of the Parties, and oral and written commitments not contained herein shall have no force or effect to alter any terms or conditions of this Agreement.

XVIII. ORIGINAL DOCUMENTS

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

XIX. WAIVER

The failure of either Party to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver or relinquishment of such requirements in future instances, but such requirements will continue and remain in full force and effect.

XX. SEVERABILITY

If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement and the Agreement shall be construed as if the invalid, illegal, or unenforceable term or provision had never been contained in it.

XXI. NOTICES

Any notices, approval, consent, or communication by one Party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective Parties as follows:

BRAZOS COUNTY:

Sheriff
Chris Kirk
Brazos County Sheriff's Department
300 East 29th Street, Suite 105
Bryan, Texas, 77803

Tele: (979) 361-4148
E-Mail: chriskirk@highsheriff.com
Fax: (979) 361-4170

Constable
Archie Clark
Office of the Constable, Precinct 1
12845 FM 2154, Suite 140
College Station, Texas, 77845

Tele: (979) 695-0030
E-Mail: aclark@co.brazos.tx.us
Fax: (979) 695-0324

Constable
Donald Lampo
Office of the Constable, Precinct 2
300 East 26th Street, Suite 109B
Bryan, Texas, 77803

Tele: (979) 361-4477
E-Mail: dlampo@co.brazos.tx.us
Fax: (979) 361-4455

Constable
Wayne Thompson
Office of the Constable, Precinct 3
1500 George Bush Drive
College Station, Texas, 77845

Tele: (979) 694-7900
E-Mail: wthompson@co.brazos.tx.us
Fax: (979) 694-7902

Constable
Isaac Butler
Office of the Constable, Precinct 4
206 N. Washington Avenue
Bryan, Texas, 77803

Tele: (979) 361-4266
E-Mail: ibutler@co.brazos.tx.us
Fax: (979) 361-4200

with copy to:

County Judge
Randy Sims
Brazos County
300 East 29th Street, Suite 114
Bryan, Texas 77803

Tele: (979) 361-4102
E-Mail: rsims@co.brazos.tx.us
Fax: (979) 823-6593

TEXAS A&M UNIVERSITY:

Director of Texas A&M University Police
Elmer Schneider
Texas A&M University Police Department
1231 TAMU
1111 Research Parkway
College Station, Texas, 77843

Tele: (979) 845-8058
E-Mail: eschneider@tamu.edu
Fax: (979) 862-8109

with copy to:

President
Elsa Murano
Texas A&M University
8th Floor Rudder Tower
College Station, Texas 77843

Tele: (979) 845-2217
E-Mail: eamurano@tamu.edu
Fax: (979) 845-5027

BLINN COLLEGE:

Captain Blinn College Police
Bill May
Blinn College
2423 Blinn Blvd.
P.O. Box 6030
Bryan, Texas 77805

Tele: (979) 209-7418
E-Mail: bmay@blinn.edu
Fax: (979) 209-7448

with copy to:

President
Donald E. Voelter
Blinn College
2423 Blinn Blvd.
P. O. Box 6030
Bryan, Texas 77805

Tele: (979) 830-4112
E-Mail: dvoelter@blinn.edu
Fax:

COLLEGE STATION:

Chief of Police
Michael Ikner
College Station Police Department
2611 Texas Avenue S.
College Station, Texas 77840

with copy to:

City Manager
Glenn Brown
City Of College Station
1101 Texas Avenue South.
College Station, Texas 77840

Additional Contact Information:

Tele: (979) 764-3605
E-Mail: mikner@cstx.gov
Fax: (409) 764-3468

Tele: (979) 764-3510
E-Mail: gbrown@cstx.gov
Fax: (979) 764-6377

BRYAN:

Chief of Police
Tyrone Morrow
Bryan Police Department
301 South Texas Avenue
Bryan, Texas 77803

with copy to:

City Manager
David Watkins
300 South Texas Avenue
Bryan, Texas 77803

Tele: (979) 209-5387
E-Mail: tmorrow@bryantx.gov
Fax: (979) 209-5388

Tele: (979) 209-5100
E-Mail: dwatkins@bryantx.gov
Fax: (979) 209-5106

XXII. INTERLOCAL COOPERATION ACT

The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act and that the payments as enumerated herein fairly compensates the performing Parties for the services and functions performed under this Agreement. The Parties hereto further expressly acknowledge and agree that payment for services and functions under this Agreement shall be paid from current revenues available to the paying party. 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.

XXIII. HEADINGS

The article headings in this Agreement are used for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

XXIV. JURISDICTION

This Agreement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas.

XXV. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

XXVI. SUPERCESSSION AND PREEMPTION

Upon execution of this Agreement by all Parties hereto, this Agreement shall preempt and supersede that certain INTERLOCAL AGREEMENT EMERGENCY LAW ENFORCEMENT ASSISTANCE contract made and entered into on July 31, 2006, also between the Parties hereto.

EXECUTED this the _____ day of _____, 2008 by
Brazos County.

COUNTY OF BRAZOS

By: _____
RANDY SIMS
Brazos County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Tina Snelling
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RANDY SIMS**, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2008.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2008 by
the **Brazos County Sheriff's Department**.

COUNTY OF BRAZOS

By: _____

CHRIS KIRK
Brazos County Sheriff

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Tina Snelling
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **CHRIS KIRK**, Sheriff of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2008.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the 18th day of July, 2008 by the Office of the Constable, Precinct 1.

COUNTY OF BRAZOS

By: Archie Clark
ARCHIE CLARK
Brazos County Constable Precinct 1

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Tina Snelling
Assistant County Attorney

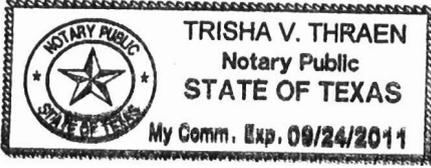
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ARCHIE CLARK, Constable, Precinct 1, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of July, A.D. 2008.

Trisha Thraen
Notary Public, State of Texas
My Commission Expires: 092411



EXECUTED this the 18 day of July, 2008 by the Office of the Constable, Precinct 2.

COUNTY OF BRAZOS

By: Donald Lambo
DONALD LAMPO
Brazos County Constable Precinct 2

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Tina Snelling
Assistant County Attorney

ACKNOWLEDGEMENT

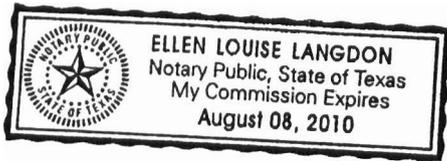
STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DONALD LAMPO, Constable, Precinct 2, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of July, A.D. 2008.

Ellen Louise Langdon

Notary Public, State of Texas
My Commission Expires: 8-8-2010



EXECUTED this the 18th day of July, 2008 by the Office of the Constable, Precinct 3.

COUNTY OF BRAZOS

By: *Wayne Thompson*
WAYNE THOMPSON
Brazos County Constable Precinct 3

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

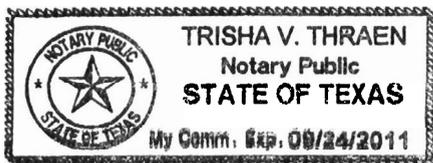
Tina Snelling
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared WAYNE THOMPSON, Constable, Precinct 3, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of July, A.D. 2008.



Trisha Thraen
Notary Public, State of Texas
My Commission Expires: 092411

EXECUTED this the 18 day of July, 2008 by the Office of the Constable, Precinct 4.

COUNTY OF BRAZOS

By: Isaac Butler
ISAAC BUTLER
Brazos County Constable Precinct 4

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Tina Snelling
Assistant County Attorney

ACKNOWLEDGEMENT

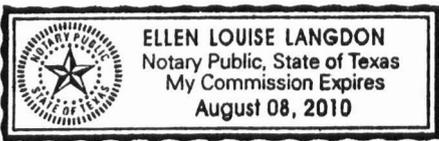
STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ISAAC BUTLER, Constable, Precinct 4, Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of July, A.D. 2008.

Ellen Louise Langdon

Notary Public, State of Texas
My Commission Expires: 8-8-2010



EXECUTED this the _____ day of _____, 2008 by
Texas A&M University.

TEXAS A&M UNIVERSITY

By: _____

Robert T. Bisor III
Associate Vice President
Finance & University Contracts Office

ATTEST:

APPROVED AS TO FORM:

Secretary

Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Robert T. Bisor III**, Associate Vice President for Finance and University Contracts Officer of Texas A&M University, College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2008.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the 15 day of May, 2008 by
Blinn College.

BLINN COLLEGE

By: Donald Voelter
Donald Voelter
President

ATTEST:

APPROVED AS TO FORM:

Secretary

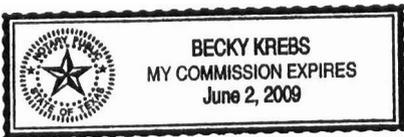
Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Donald Voelter**, President of Blinn College, Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of May, A.D. 2008.



Becky Krebs
Notary Public, State of Texas
My Commission Expires: 6-2-09

CONTRACT NO.: _____
CRC Approval Date – Non-Standard: _____
| Y:\Interlocal Agreements - Enacted\Law Enforcement Interlocal Agreement - Brazos County (4) 04 30 08 (2).doc

EXECUTED this the _____ day of _____, 2008 by
College Station.

CITY OF COLLEGE STATION

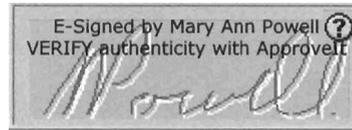
By: _____

BEN WHITE
Mayor, City of College Station

ATTEST:

APPROVED AS TO FORM:

Connie Hooks



City Secretary

City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

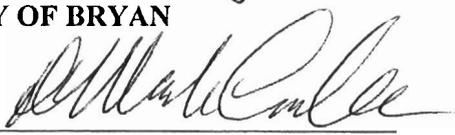
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **BEN WHITE**, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2008.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the 17th day of July, 2008 by BRYAN.

CITY OF BRYAN

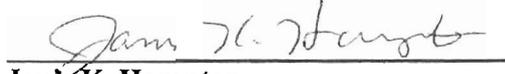
By: 

D. MARK CONLEE
Mayor, City of Bryan

ATTEST:

APPROVED AS TO FORM:


Mary Lynn Strata
City Secretary

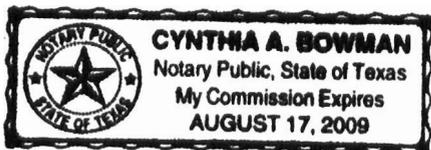

Janis K. Hampton
City Attorney

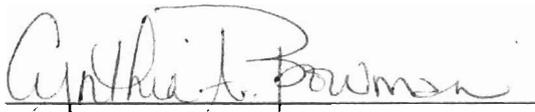
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Mark Conlee**, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, A.D. 2008.




Notary Public, State of Texas
My Commission Expires: August 17, 2009

August 18, 2008
Consent Agenda Item No. 2i
Franchise Agreement Amendment #1 to Texas Commercial Waste
Recycling Collection Franchise

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the second reading of a Franchise Agreement Amendment to the Texas Commercial Waste, Recycling Franchise Agreement, regarding a cost increase of \$0.25 per household per month. The amendment will result in an increase from \$2.15 to \$2.40 to the City for curbside recycling collection services.

Recommendation(s): Staff recommends approval of Franchise Agreement Amendment #1 to the Recycling Franchise Agreement.

Summary: In June 2008, staff received an increase request from Texas Commercial Waste requesting a cost increase of \$0.30 per household per month due to the high cost of petroleum products. The request stated that the high cost of oil has a direct impact on two items that are crucial to the curbside program: diesel fuel and clear plastic bags. On Tuesday July 8, 2008, staff met with Texas Commercial Waste and staff negotiated with Texas Commercial Waste to a \$0.25 increase instead of the \$0.30 initially requested. The \$0.25 increase will account for the following: \$0.20 for fuel, \$0.03 for plastic bags, and \$0.02 for miscellaneous items. This amendment will expire on July 1, 2009. Prior to expiration staff will re-evaluate the cost of service and determine if an additional amendment extending the cost increase will be developed for Council consideration.

As of 2006, Texas Commercial Waste has collected 2,545 tons of recycling commodities from the City's curbside program. Acceptable materials include newspapers, magazines, aluminum and steel cans, clear and brown glass, plastic bottles #1 and #2, and automobile batteries. Recycling revenues have increased 36% or \$14.01 per ton since 2006.

This Franchise Agreement was approved by Council on August 8, 2005 as agenda item #12.10. The term of this agreement is for a five (5) year period which began on October 1, 2005 and ending on September 30, 2010.

Budget & Financial Summary: Funds are available for the franchise amendment in the Sanitation Fund; however, a future budget amendment may be required. This franchise amendment will not require an increase in sanitation customer rates in FY09.

Attachments:

1. Franchise Agreement
2. Texas Commercial Waste Rate Increase Request

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EXISTING NONEXCLUSIVE FRANCHISE WITH TEXAS COMMERCIAL WASTE FOR THE PURPOSE OF PROVIDING RECYCLABLE COMMODITIES COLLECTION TO DESIGNATED SINGLE-FAMILY, DUPLEX, FOURPLEX, AND HANDICAP RESIDENTIAL LOCATIONS TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEMIANNUAL REVIEW OF COSTS; PROVIDING FOR ACCEPTANCE BY TEXAS COMMERCIAL WASTE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Texas Commercial Waste (“Company”) is engaged in the business of providing recyclable commodities collection to designated single-family, duplex, four-plex, and handicap residential locations, 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 the City for the cost of recyclable collection provided by the 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 amended and changed to be Two dollars and Forty cents (\$2.40) per month per designated household for collection from designated households, as defined in the franchise ordinance in Section VI, “Rates To Be Charged By Contractor”.

PART 2: The consideration payable by the City for the cost of recyclable collection provided by the Company shall be reviewed semi-annually on the dates of May 1 and November 1 in order to determine if the amount of consideration is acceptable.

PART 3: This ordinance shall take effect on July 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:

Texas Commercial Waste, acting by and through the undersigned authorized officer, hereby accepts in all respects, on this the ____ day of _____, 2008, Ordinance No. _____ amending the

current recyclable commodities collection franchise between the City of College Station and Texas Commercial Waste.
Texas Commercial Waste

By _____

Owner

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. Ron Schmidt, Owner, Texas Commercial Waste, P.O. Box 645, Bryan, TX 77806, 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 6th day of August, 2008, at which meeting a quorum was present and voting.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Harry Cangel

City Attorney

ORDINANCE NO. _____

Page 3

First Consideration and Approval: _____

Second Consideration and Approval: _____

Third Consideration and Approval: _____



P.O. BOX 645
BRYAN, TEXAS 77806
(979) 775-7171 FAX (979) 822-5006

June 11, 2008

Mr. Glenn Brown
City Manager
City of College Station
P.O. Box 9973
College Station, Texas 77842

Certified Mail
Return Receipt: 7001 2510 0008 7469 7843

Dear Mr. Brown,

We are presently nearing the end of the second year of a five year curbside recycling contract. At the time the City of College Station bid out this contract no provision was made for any type of rate escalation. This was due I'm sure to the fact that during the previous five year contract the economy was stable and our expenses remained fairly consistent.

As you are aware over the past 1 ½ years the cost of oil has increased at a rate no one could have foreseen. The cost of oil has a direct impact on two items that are crucial to the curbside program: diesel fuel and the clear plastic collection bags.

As a result we would respectfully request that the City of College Station take under consideration this extra ordinary circumstance and allow a rate increase of \$0.30 per household per month to the rate of \$2.15 we now charge.

I would also like to point out that due to the way the contract is structured the City of College Station has been able to take advantage of the unusually high commodity prices.

I hope this request meets with your approval as we would like to implement the new rate as soon as possible.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

Ron Schmidt
General Manager

Cc: Pete Caler

Certified Mail
Return Receipt: 7001 2510 0008 7469 7850

August 18, 2008
Consent Agenda Item No. 2j
Wellborn Road & Harvey Mitchell Parkway Interchange Landscape & Hardscape
Improvements Advanced Funding Agreement with the Texas Department of
Transportation

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the F.M. 2154 (Wellborn Road)/F.M. 2818 (Harvey Mitchell Parkway) interchange construction project, landscape and hardscape improvements in the vicinity of the new interchange in an amount not to exceed \$382,054.00.

Recommendation(s): Staff recommends approval of the AFA in the amount of \$382,054.00.

Summary: Staff has worked with Maury Jacob, Bryan District Landscape Architect, to develop plans for landscape and hardscape improvements to be included in the vicinity of the new F.M 2154 (Wellborn Road)/F.M. 2818 (Harvey Mitchell Parkway) interchange project. This TXDot project will construct a grade separation interchange with F.M. 2154 going over F.M. 2818 and the Union Pacific rails.

The landscape and hardscape improvements to this project will be a mixture of standard applications and heavy, dense forest type plantings incorporated into some of the large areas of the interchange. These dense plantings will be very similar to recent plantings in the Houston area along several highways.

This AFA is for cost participation by the city in the design and construction of the landscape and hardscape elements, and also indicates that the city will take over maintenance responsibilities in the future. The city's cost participation is an estimate only; final participation amounts will be based on the actual charges to the project.

TXDot is slated to begin the construction of this project in fall of 2008, with an estimated length of construction of three years. The landscape elements will be one of the last items installed. The TXDot contract includes a one year establishment period followed by a 1 year maintenance period. The city would take over maintenance responsibilities sometime between summer 2012 and winter 2013.

Budget & Financial Summary: The estimated local participation cost for this project is \$382,054.00. Funds for this project were not included in the FY08 Capital Projects Budget. However, the funds are available in the FY08 Streets Capital Improvement Projects fund balance. If approved, appropriations in the amount of \$382,054.00 will be included on a future FY08 budget amendment.

These funds would need to be deposited into TXDot accounts no later than the second week of September 2008.

Attachments:

- 1) Resolution No. _____
- 2) F.M. 2818/Wellborn Road TxDOT Advance Funding Agreement
- 2) Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING AND HARDSCAPING IMPROVEMENTS RELATED TO THE WELLBORN ROAD AND HARVEY MITCHELL PARKWAY INTERCHANGE PROJECT.

WHEREAS, the Texas Department of Transportation, hereinafter referred to as the “State”, is developing plans to construct a grade separation for FM 2154 (Wellborn Road) and FM 2818 (Harvey Mitchell Parkway); and

WHEREAS, the Project includes plans to install landscaping and hardscaping within the right of way of the new interchange; and

WHEREAS, the State and the City of College Station will equally divide the costs associated with the landscape and hardscape improvements related to the Project under the terms and conditions set out in an Advanced Funding Agreement; now, therefore,

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

PART 1: That the City Council of the City of College Station, Texas, hereby approves the Advance Funding Agreement for the cost participation by the City in the design and construction of the landscape and hardscape elements of the F.M. 2154 and F.M. 2818 Grade Separation Project.

PART 2: That the City Council of the City of College Station hereby authorizes the Mayor to sign the Advance Funding Agreement.

PART 3: 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

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT

for the

Installation and Funding of Landscape, Hardscape and Forest Improvements

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections ~~201.103~~ and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 110479 for FM 2818, authorizing the State to undertake and complete a highway improvement generally described as the construction of a railroad grade separation; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____ which is attached hereto and made a part hereof as Attachment "A" for the construction of landscape, hardscape and forest aesthetic enhancements at the location shown on the Map in Attachment "B" hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The Local Government and the State have agreed to share the cost of placing landscaping along the Project, including landscaping, forest elements and enhancements to hardscape elements planned for the project to construct a new railroad grade separation on FM 2818 (CSJ 2399-01-022) at the Union Pacific Railroad. The location of this work is shown on Attachment "B". The cost of this work will be shared equally by the Local Government and the State.

3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify that the Federal Letter of Authority has been issued for the work covered by this Agreement.
- b. This project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default; but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. The State is responsible for the cost of any environmental problem's mitigation and remediation in accordance with applicable State laws, regulations, rules, policies, and procedures.
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

- d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The State shall obtain written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The State will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of the completed Project in accordance with the current municipal maintenance agreement or landscape maintenance agreement in effect at the time the maintenance is required. Failure of the Local Government to adequately maintain those elements under its responsibility may result in their removal by the State.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

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

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

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

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government,

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR 918.36 and with the property management standard established in Title 49 CFR 918.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

CSJ: 2399-01-022
District: Bryan (17)
Code Chart 64: 09050 (College Station)
Project: STP ()RGS

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Insurance

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

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Name

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

Date

ATTEST:

Connie Hooks, City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Carla A Robinson

City Attorney

Date: _____

Chief Financial Officer

Date: _____

THE STATE OF TEXAS

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

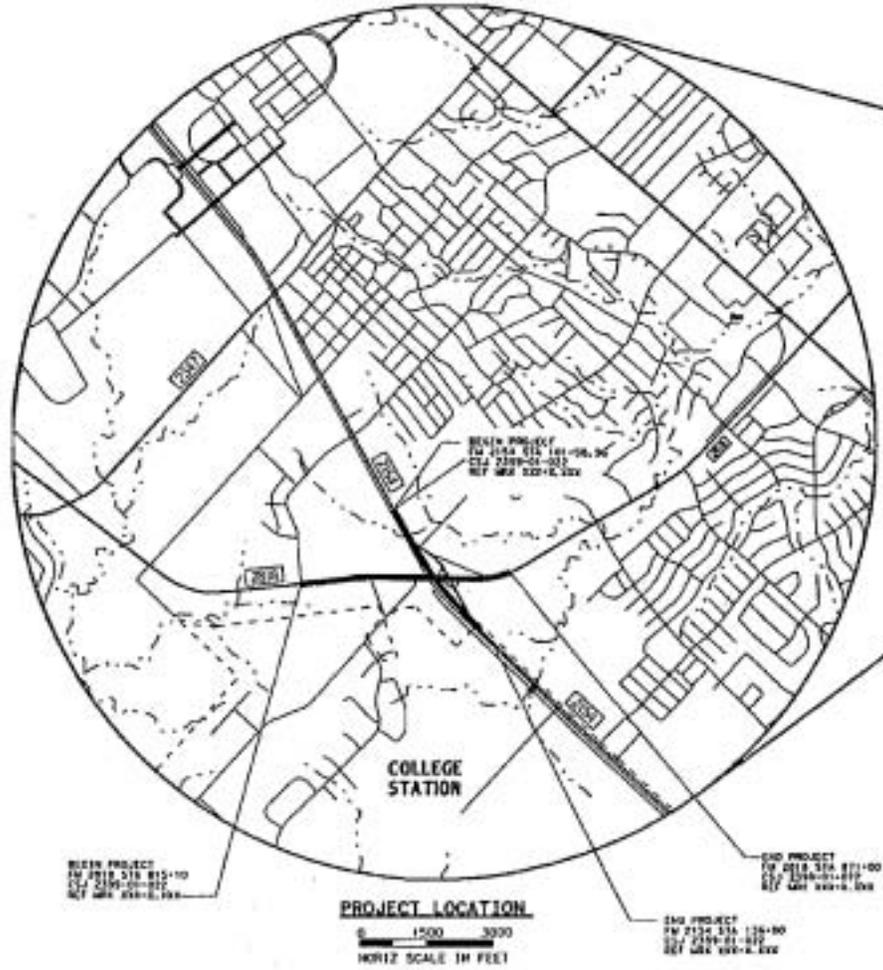
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

ATTACHMENT A
Resolution or Ordinance

ATTACHMENT B

Location Map Showing Project



ATTACHMENT C
Project Budget and Description

The Local Government and the State have agreed to share the cost of placing landscaping along the Project, including landscaping, forest elements and enhancements to hardscape elements planned for the project to construct a new railroad grade separation on FM 2818 (CSJ 2399-01-022) at the Union Pacific Railroad. The cost of this work will be shared by the Local Government and the State as shown below. The Local Government and State have estimated the project cost as follows:

Landscape, Hardscape Forest Improvements to FM 2818 (CSJ 2399-01-022)

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
ESTIMATED COSTS							
Design (provided by the State, based on 6% of the estimated construction cost)	\$38,853	0%	\$0	50%	\$19,427	50%	\$19,426
Construction Cost	\$647,550	40%	\$259,020	10%	\$64,755	50%	\$323,775
Direct State Costs (including construction engineering, inspection and contingencies, based on 12% of the estimated construction cost)	\$77,706	0%	\$0	50%	\$38,853	50%	\$38,853
Indirect State Costs (no local participation required except for service projects)	Waived	n/a	\$0	n/a	\$0	n/a	\$0
TOTAL	\$764,109		\$259,020		\$123,035		\$382,054

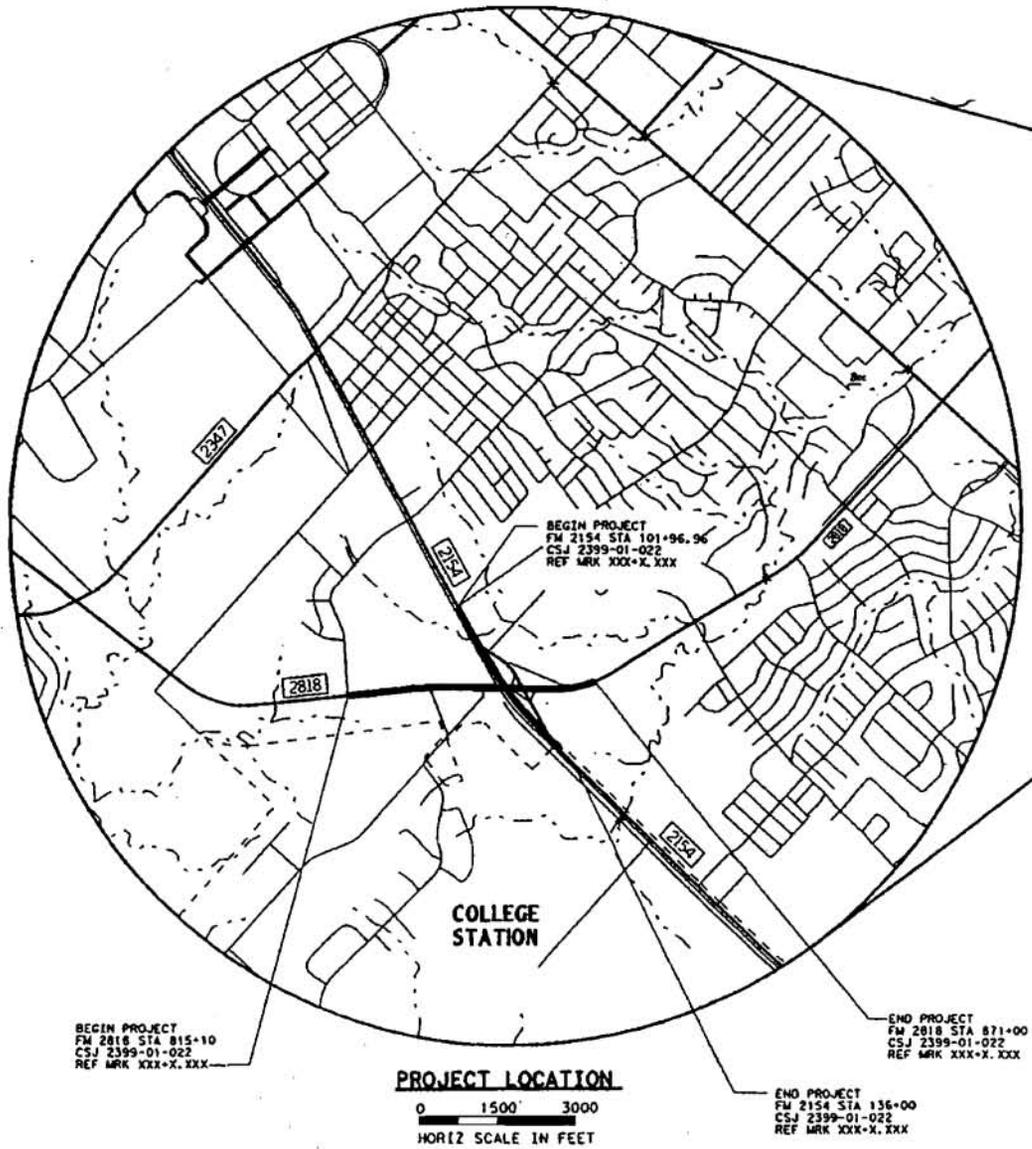
The 50% State participation in the Construction Cost reflects the overall project participation of 80% federal – 20% state. Direct State Cost will be based on actual charges.

The total estimated Local Government's Participation = \$382,054.

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

ATTACHMENT B

Location Map Showing Project



August 18, 2008
Consent Agenda Item No. 2k
Contract and Grant for HOME Programs, Brazos Valley Community Action Agency

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion, and possible action regarding approval of a Contract for federal HOME Community Housing Development Organization (CHDO) set-aside funds to the Brazos Valley Community Action Agency (BVCAA) in the amount of \$200,415.30 for the construction of affordable housing, and \$66,805.10 in CHDO operating funds.

Recommendation(s): Staff recommends approval of the Contract. These funds have previously been approved for this specific use in the current community development budget and, per federal regulation, will be recaptured by HUD if not made available for this particular activity.

Summary: The federal HOME Investment Partnership Program (HOME) provides assistance to lower income persons by providing funds for a variety of affordable housing activities. The City is required by U.S. Dept. of HUD to make 15%, or more, of each year's HOME grant allocation available for non-profit agencies that meet the definition of a Community Housing Development Organization (CHDO). A CHDO must have, as one of its primary goals, the provision of affordable housing. It must also have a board composition that complies with HOME Program requirements. The 15% CHDO set-aside funds may be used for most HOME eligible activities. If these set-aside funds are not made available to an eligible non-profit CHDO, or if no eligible CHDO is available to utilize the funding, these funds will be recaptured by HUD. The attached agreement specifically designates \$200,415.30 of existing HOME Grant funds to be used by the CHDO toward the construction of affordable homes.

The City may also make available 5% of each year's HOME grant for CHDO operating expenses. This contract designates \$66,805.10 to be used toward operating expenses. The attached contract requires the CHDO to receive prior approval from city staff for each specific project or program they desire to implement. BVCAA is the only local non-profit that has applied for and met all of the CHDO requirements required by HUD. Homes constructed under this program will have a city lien in place for at least five years to ensure appropriate owner occupancy.

Budget & Financial Summary: Funding has been approved by Council in the current community development budget. These funds may only be used by eligible CHDO's and are required to be allocated within two (2) years and expended within five (5) years. Twenty five percent (25%) of any CHDO proceeds under this contract will be returned to the City at closing to support future programming.

Attachments:

Contract and Grant for HOME Programs

CITY OF COLLEGE STATION, TEXAS

**CONTRACT AND GRANT FOR
HOME PROGRAMS**

Article I. PARTIES

Section 1.01 This HOME CHDO Allocation of Funding Contract (the "Contract") is between the **City of College Station** ("City"), a political subdivision of the State of Texas, and, **Brazos Valley Community Action Agency**, ("Recipient"), a Texas Non-Profit Corporation (collectively referred to as the "Parties").

Article II. CONTRACT PERIOD

Section 2.01 This contract shall commence on September 1, 2008 and shall terminate on August 31, 2010 unless extended by agreement of the Parties in writing.

Article III. RECIPIENT PERFORMANCE

Section 3.01 Recipient shall administer two projects in accordance with the HOME INVESTMENT PARTNERSHIPS ACT OF 1990, 42 U.S.C. 12701 ET SEQ. (THE ACT) and the implementing regulations, 24 CFR PART 92, TEXAS GOVERNMENT CODE SECTION 531.001 ET SEQ., and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES. Recipient shall perform all activities in accordance with the terms of the Performance Statement, ("Exhibit A" attached hereto); the Budget, ("Exhibit B" attached hereto); the Project Implementation Schedule, ("Exhibit C" attached hereto); the Applicable Laws and Regulations, ("Exhibit D" attached hereto); the Certifications, ("Exhibit E" attached hereto); the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

Section 3.02 In the event the affordability requirements of 24 CFR 254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds.

Section 3.03 In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 CFR 92.503, as outlined in the Performance Statement, "Exhibit A".

Section 3.04 Recipient agrees to maintain itself as a CHDO in accordance with Title II of the National Affordable Housing Act (1990), as it may be amended, concerning the HOME Investment Partnership program (HOME) and 24 CFR 92.300.

Section 3.05 Recipient agrees that all applicants for housing funded under this contract will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines of May 22, 2008, or as may be amended.

Article IV. CITY OBLIGATIONS

Contract No. 08-_____

Page 1 of 21

Section 4.01 Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this contract, City shall be liable for actual and reasonable costs incurred by Recipient during the contract period for performances rendered under this contract by Recipient, subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this contract are contingent upon the actual receipt of adequate local and/or federal funds. If adequate funds are not available to make payments under this contract, City shall notify Recipient in writing within a reasonable time after such fact is determined. City shall then terminate this contract and shall not be liable for failure to make payments to Recipient under this contract.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 CFR 92.206(A) and Article VI of this contract. Funds provided under this contract shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 CFR 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this contract, including the terms of Exhibits A, B, C, D, and E of this contract.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this contract.

Section 4.02 LIMIT OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE TOTAL OF ALL PAYMENTS AND OTHER OBLIGATIONS INCURRED BY CITY UNDER THIS CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED TWO HUNDRED SIXTY-SEVEN THOUSAND, TWO HUNDRED TWENTY AND 40/100, (\$267,220.40), FROM THE FY 2007 (HUD GRANT YEAR 2006) AND FY 2008 (HUD GRANT YEAR 2007) BUDGET.

Article V. DISBURSEMENT OF FUNDS

Section 5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this contract in accordance with the requirements of 24 CFR 92.502. Recipient may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. Disbursement of operating funds is limited to a maximum of \$50,000 per calendar year by 24 CFR 92.300 (f).

Section 5.02 Any and all Program Income as defined by 24 CFR 84.2 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. CHDO proceeds from the sale of properties developed under

this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2). However, twenty-five (25%) of CHDO Proceeds under this Contract shall be returned to the City of College Station at closing of homes constructed and sold under this contract. All other such proceeds retained by the CHDO must be used for future HOME-eligible projects within the jurisdictional boundaries of the City of College Station.

Section 5.03 The Parties agree that City's obligations to make payments under this contract is contingent upon Recipient's full and satisfactory performance of its obligations under this contract. City reserves the right to recover, recapture or offset funds paid under this contract in the event City determines that Recipient will be unable to commit or expend funds within the prescribed time, as determined by City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible and/or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

Section 5.04 The Parties agree that any right or remedy provided for in this Article V or in any other provision of this contract is cumulative, and shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Article VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND PROGRAM INCOME FOR GOVERNMENT ENTITIES AND NON-PROFITS

Section 6.01 Recipient shall comply with the requirements of OMB Circulars Number. A-122 "COST PRINCIPALS FOR NON PROFIT ORGANIZATIONS", OMB Circular Number A-110 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND OTHER AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS, and 24 CFR Part 84 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and any other OMB Circulars which may apply either prospectively or retroactively. Recipient nonprofit organization must comply with applicable OMB Circulars pursuant to 24 CFR 92.505 and any other applicable regulations.

Article VII. RETENTION AND ACCESSIBILITY OF RECORDS

Section 7.01 Recipient must establish and maintain sufficient records, including those listed under 24 CFR 92.508. The sufficiency of the records will be determined by City.

Section 7.02 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this contract. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

Section 7.03 All records pertinent to this contract shall be retained by Recipient for five calendar years after the

date of termination of this contract or of submission of the final close-out report, whichever is later, with the following exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254.
- (c) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

Section 7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts.

Section 7.05 Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

Article VIII. REPORTING REQUIREMENTS

Section 8.01 Recipient shall submit to City such reports on the operation and performance of this contract as may be required by City including but not limited to the reports specified in this Article VIII. Recipient shall provide City with all reports necessary for City's compliance with 24 CFR Sections 92.508, 92.509 and 24 CFR SUBPART J or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status. Recipient will report any project and/or program delays or modifications and await City approval before proceeding. Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request. Recipient also agrees to report on a bi-annual basis to the City on program/project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs and/or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractor utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

Section 8.02 In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the Parties hereto that if Recipient fails to submit to City in a timely and satisfactory manner any report required by this contract, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld.

Article IX. MONITORING

Section 9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this contract. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Article XVIII and XIX of this contract.

Article X. INDEPENDENT CONTRACTOR

Section 10.01 It is expressly understood and agreed by the Parties hereto that City is contracting with Recipient as an Independent Contractor and not any employee, or agent of City. This contract does not establish or constitute a joint venture or enterprise between City and Recipient.

Section 10.02 By entering into this contract, City and Recipient do not intend to create a joint enterprise.

Article XI. INDEMNIFICATION

Section 11.01. RECIPIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS PUBLIC OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING REASONABLE ATTORNEY FEES, COSTS AND EXPERT FEES, WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES AND WORK TO BE PERFORMED BY RECIPIENT UNDER THIS CONTRACT.

SECTION 11.02. BY ENTERING INTO THIS CONTRACT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY, THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

Article XII. SUBCONTRACTS

Section 12.01 Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this contract without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this contract to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor Eligibility form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this contract, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

Section 12.02 In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this contract, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this contract.

Section 12.03 Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this contract.

Section 12.04 Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

Article XIII. CONFLICT OF INTEREST

Section 13.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 CFR Sections 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

Article XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY

Section 14.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, or national origin be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12USC1701u) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan City as the project.

Section 14.02 Religious Organizations. Funds provided under this contract may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. The completed housing project must be used exclusively by the owner entity for secular purposes and must be available to all persons regardless of religion. There must be no religious or membership criteria for tenants of the property as specified under 24 CFR 92.257.

Article XV. LEGAL AUTHORITY

Section 15.01 Recipient assures and guarantees that Recipient possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Recipient has obligated itself to perform hereunder.

Section 15.02 The person or persons signing and executing this contract on behalf of Recipient, or representing themselves as signing and executing this contract on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this contract on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

Section 15.03 Recipient shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this contract if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

Article XVI. LITIGATION AND CLAIMS

Section 16.01 Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this contract; and b) any claim against Recipient, the cost and expense of which Recipient may be entitled to be reimbursed by City. Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

Article XVII. CHANGES AND AMENDMENTS

Section 17.01 Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both the Parties to this contract.

Section 17.02 It is understood and agreed by the Parties hereto that any performance under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

Section 17.03 Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the contract must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

Article XVIII. SUSPENSION

Section 18.01 In the event Recipient fails to comply with any term of this contract, City may, upon written notification to Recipient, suspend this contract in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this contract.

Article XIX. TERMINATION

Section 19.01 The City may terminate this contract in whole or in part, in accordance with 24 CFR 85.43 and this Article or as provided in this contract. In the event Recipient materially fails as determined by City, to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.

- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this contract.
- (e) City may terminate this contract for convenience in accordance with 24 CFR 85.44.

Article XX. AUDIT

Section 20.01 Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 CFR 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501 et. seq., and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the contract Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative contracts, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this contract, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this contract. Audits performed under Subsection A of this Article XX are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as Exhibit B.

Section 20.02 Notwithstanding Paragraph 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

Section 20.03 Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to

financial and compliance audit(s) of funds received under this contract. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this contract.

Section 20.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XX as City may require of Recipient.

Section 20.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

Article XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS

Section 21.01 Recipient understands and agrees that by the execution of this contract, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR, PART 58. In accordance with 24 CFR 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

Section 21.02 Funds provided under this contract, may not be obligated and expended before the actions specified in this Article occur.

Section 21.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. City shall document its compliance with such other requirements in its environmental review file.

Article XXII. SPECIAL CONDITIONS

Section 22.01 City shall not release any funds for any costs incurred by Recipient under this contract until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. City shall specify the content and form of such certification.

Section 22.02 Affordability. Funds provided under this contract must meet the affordability requirement of 24 CFR 92.254 and the HOME rules as applicable. The City shall reduce HOME investment amount to be recaptured on a pro-rata basis for the time the unit is in compliance with 24 CFR 92.254 and the HOME rules as applicable.

Section 22.03 Repayment. Recipient agrees that all repayments, including all interest and any other return on the investment of HOME funds will be made to City pro-rata. The formula for repayment is the funds received which are subject to repayment divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

Section 22.04 Housing Quality Standards. Recipient shall ensure that all housing assisted with funds provided under this contract shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

Section 22.05 Affirmative Marketing. Should funds from this contract be used in the construction of five (5) or more dwelling units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if and Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

Section 22.06 Enforcement of Affordability. City shall provide a legally enforceable contract consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 CFR 92.254, as applicable, for each activity assisted under this contract, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 CFR 92.254(a)(5) are subject to the requirements of 24 CFR 92.503.

Section 22.07 Reversion of Assets. Upon termination of this contract, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this contract shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination. This section does not refer to CHDO proceeds from the sale of property.

Section 22.08 Flood Hazards. Funds provided under this contract may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

Section 22.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 CFR 92.350.

Section 22.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this contract. Recipient must comply with the applicable provisions of 24 CFR 92.353.

Section 22.11 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this contract (1) shall meet the lead-based paint requirements in 24 CFR 92.355 upon project completion and (2) shall meet the requirements of 24 CFR 92.355 for the duration of this contract.

Section 22.12 All documents necessary for the conveyance of real property, pursuant to the contract, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

Section 22.13 Funding under this contract is contingent upon Recipient meeting all terms, conditions of this contract.

Section 22.14 This contract and the performance hereunder may not be assigned without the express written consent of City.

Section 22.15 This contract is binding on Recipient's assigns and successors-in-interest.

Article XXIII. ORAL AND WRITTEN CONTRACTS

Section 23.01 All oral and written contracts between the Parties relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

Section 23.02 The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Recipient in accordance with Article III of this contract.

- (a) Exhibit A. Performance Statement
- (b) Exhibit B. Budget
- (c) Exhibit C. Project Implementation Schedule
- (d) Exhibit D. Applicable Laws and Regulations
- (e) Exhibit E. Certifications

Article XXIV. VENUE

Section 24.01 For purposes of litigation pursuant to this contract, venue shall lie in Brazos County, Texas

Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 25.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of contractor under this contract. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.

Karen M. Garber
Executive Director

Date

CITY OF COLLEGE STATION

By: _____
Mayor

Date

ATTEST:

By: _____
City Secretary

Date

APPROVED:

City Manager

Date



City Attorney

Date

Chief Financial Officer

Date

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

This instrument was acknowledged before me on the _____ day of _____, 2008, by Karen M. Garber, in her capacity as Executive Director of Brazos Valley Community Action Agency, a Texas Non-Profit Corporation.

Notary Public in and for
the State of Texas

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

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____, as Mayor of the City of College Station, a Texas municipal corporation, on its behalf.

Notary Public in and for
the State of Texas

**EXHIBIT A
PERFORMANCE STATEMENT**

BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.

Recipient is awarded \$100,712.70 from the City of College Station FY 2007 (HUD Grant Year 2006) HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) set-aside funds. Additionally, Recipient is awarded \$99,702.60 from the City of College Station FY 2008 (HUD Grant Year 2007) HOME Investment Partnerships Program – CHDO set-aside funds. These funds must be used for **Acquisition of suitable, in-fill property and construction of two new affordable, single family residences in low and moderate-income neighborhoods in the City of College Station. The property acquired must be first approved by the city. The homes constructed shall be of a design approved by the City.**

Recipient is also awarded \$33,570.90 from the City of College Station FY 2007 (HUD Grant Year 2006) HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) operating expenses. Additionally, Recipient is awarded \$33,234.20 from the City of College Station FY 2008 (HUD Grant Year 2007) HOME Investment Partnerships Program – CHDO operating expenses. Recipient agrees to utilize operating expenses allocated under this Contract for eligible activities as outlined in 24 C.F.R. 92.208. These operating expenses are limited to the following uses: Salaries, wages, other employee compensation and benefits; employee education and training limited to courses directly related to CHDO activity and approved by the City in writing in advance, necessary and approved travel, equipment, supplies, and the HOME portion of Recipient's annual audit cost.

All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. The project must be substantially completed within two (2) years of the date of this contract.

All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.

Recipient must provide written notification of all subcontractors to City.

Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in Exhibit B, Budgets.

Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.

Income does not constitute program income, recaptured funds, or repayment of funds. However, any program income, recaptured funds, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station Department of Economic and Community Development - HOME Investment Partnerships Program. The City grants the Recipient the authority for the right to maintain all project proceeds. Any/all program income, recaptured funds, repaid funds, project proceeds, etc., are subject to this contract.

**EXHIBIT B
BUDGET**

BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the contract	\$267,220.40
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USES OF FUNDS:

Operating Expense Funds	\$ 66,805.10
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Eligible Construction Costs and Acquisition of Land (Maximum Acquisition Expense under this contract - \$120,000)	\$200,415.30
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EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CONTRACT START DATE: September 1, 2008

CONTRACT END DATE: August 31, 2010

Property Acquisition – Funds from this contract may be used to acquire single family in-fill lots designated low and moderate-income neighborhoods within the jurisdictional boundaries of the City of College Station for the purpose of constructing the project identified in Exhibit A. Acquisition and closing to be completed by June 30, 2009.

Construction Phase – Construction for this project is scheduled to begin July 1, 2009 with completion and certificate of occupancy date no later than August 31, 2010. The issuance of a building permit will constitute start of construction.

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this contract including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 CFR, 1958-1963 COMP., P. 652 AND 3 CFR, 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 CFR, PART 1;

EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 CFR PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 CFR, PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 CFR 107.60;

THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 8;

THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 CFR 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 CFR, CHAPTER 60.

THE REQUIREMENTS OF 24 CFR 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE CONTRACTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY CONTRACTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.

THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 CFR, PART 8. BY SIGNING THIS CONTRACT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 CFR, PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.)

INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 CFR PARTS 1500-1508;

THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);

EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);

THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);

EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).

EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.

THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);

THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);

THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C) (16 U.S.C. SEC. 1278(B) AND (C);

THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);

FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)

24 CFR PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 CFR PART 24, AND 24 CFR SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)

COPELAND (ANTI-KICKBACK) ACT (40 USC 276C)

FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

EXHIBIT E

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certified, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: BY: _____ DATE: _____
 Karen M. Garber
 Executive Director
BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.

**August 18, 2008
Regular Agenda Item No. 1
Renee Lane 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 Lot 9 of the Bald Prairie Subdivision, consisting of 2.93 acres, from A-O Agricultural-Open to R-1 Single-Family Residential for the properties located at 13881, 13889, 13909 Renee Lane, generally located on the east side of Renee Lane.

Recommendation(s): The Planning & Zoning Commission heard this item July 17, 2008 and unanimously recommended approval of the rezoning with a vote of 6-0. 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 Land Use Plan designates this area for Single-Family Medium Density development. R-1 Single-Family is the appropriate zoning district for implementation of the Comprehensive Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is part of the Bald Prairie Subdivision. Portions of the subdivisions have already been zoned for and redeveloped as medium density single-family. The proposed rezoning would continue the pattern of recent development and is compatible with the surrounding land uses, which include single-family homes.
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 property, while a single lot, is currently owned by three unrelated parties. Two of the tracts currently have structures on them and a manufactured home was recently removed from the third tract. The proposed R-1 Single-Family zoning would allow the property to be legally resubdivided to reflect the current ownership and would allow single-family development to occur on the lots.
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 was zoned A-O Agricultural Open when it was annexed in 1995. A-O allows for minimum 5 acres lots. The subject property is 2.93 acres and was platted as a single lot in 1973, but is currently owned by three unrelated parties. At this time, they wish to legally subdivide the property to reflect the current ownership. The property cannot be legally resubdivided under the current A-O zoning because of the lot area requirements.
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:**

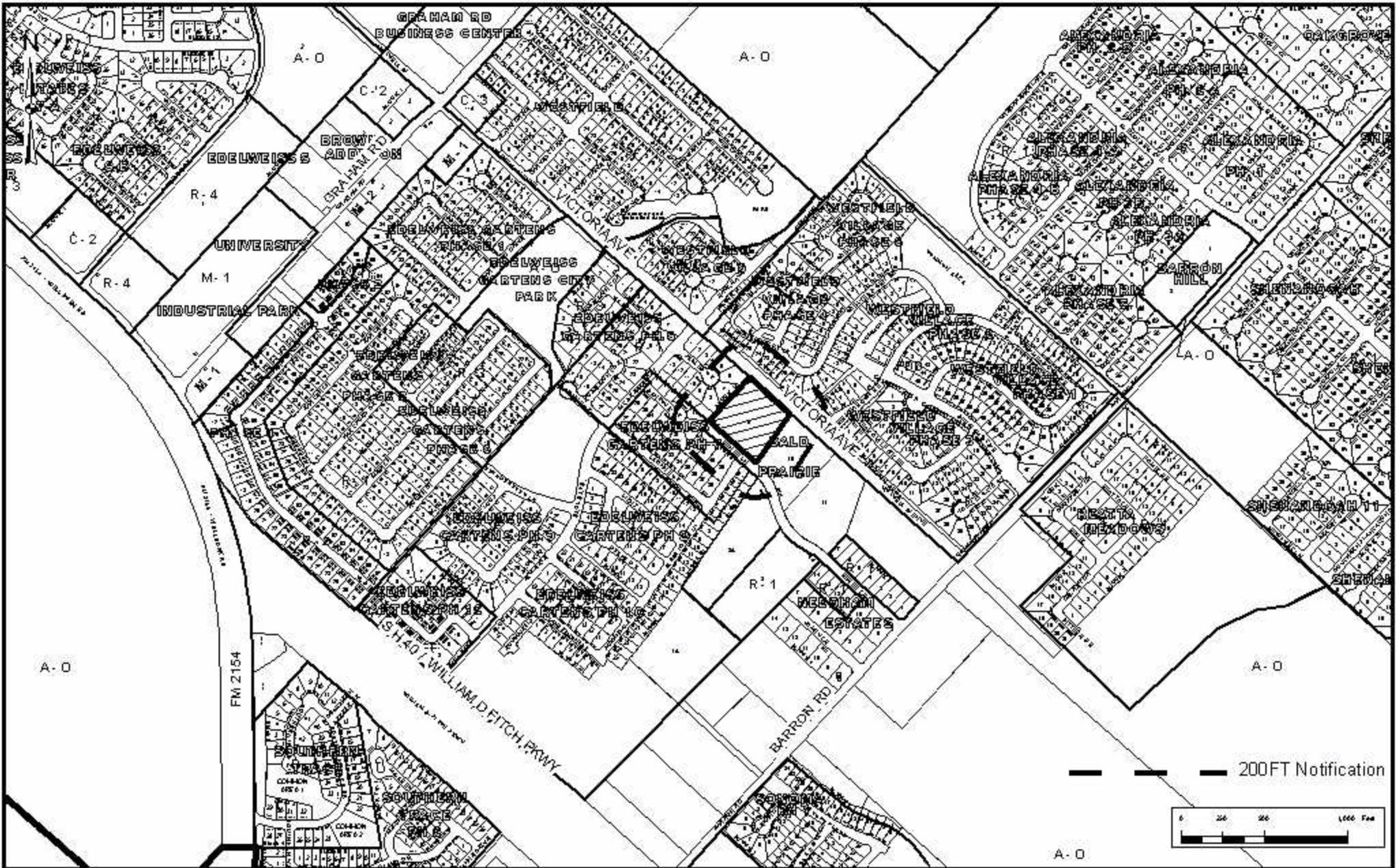
The property owners are seeking to legally divide the property into three tracts to reflect the current ownership. The proposed rezoning is needed to allow the property to replat.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 8-inch sanitary sewer main and a 3-inch water main serving the property. Drainage is mainly to the northeast within the Lick Creek basin. The property takes access from Renee Lane, a residential street.

Budget & Financial Summary: None.

Attachments:

1. Small Area Map
2. Draft Planning & Zoning Commission Meeting minutes, July 17, 2008
3. Ordinance



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



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, July 17, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Noel Bauman, Paul Greer, Doug Slack and Thomas Woodfin

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: Larry Stewart

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Jason Schubert and Lauren Hovde, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman John Nichols called the meeting to order at 7:12 p.m.

2. Public hearing, presentation, possible action, and discussion regarding a rezoning from A-O Agricultural Open to R-1 Single-Family for 2.93 acres located at 13881, 13889 and 13909 Renee Lane, generally located southwest of Victoria Avenue at the end of Renee Lane. **Case #08-00500127 (JP)**

Jennifer Prochazka, Senior Planner, presented the rezoning and recommended approval. She stated that the property is owned by three different parties.

There was general discussion regarding the rezoning.

Chairman Nichols opened the public hearing.

Rick Tobias, 13889 Renee Lane, stated that there is currently only one dwelling unit on the property.

Chairman Nichols closed the public hearing.

**Commissioner Bauman motioned to recommend approval of the rezoning.
Commissioner Woodfin seconded the motion, motion passed (6-0).**

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 18th day of August, 2008

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



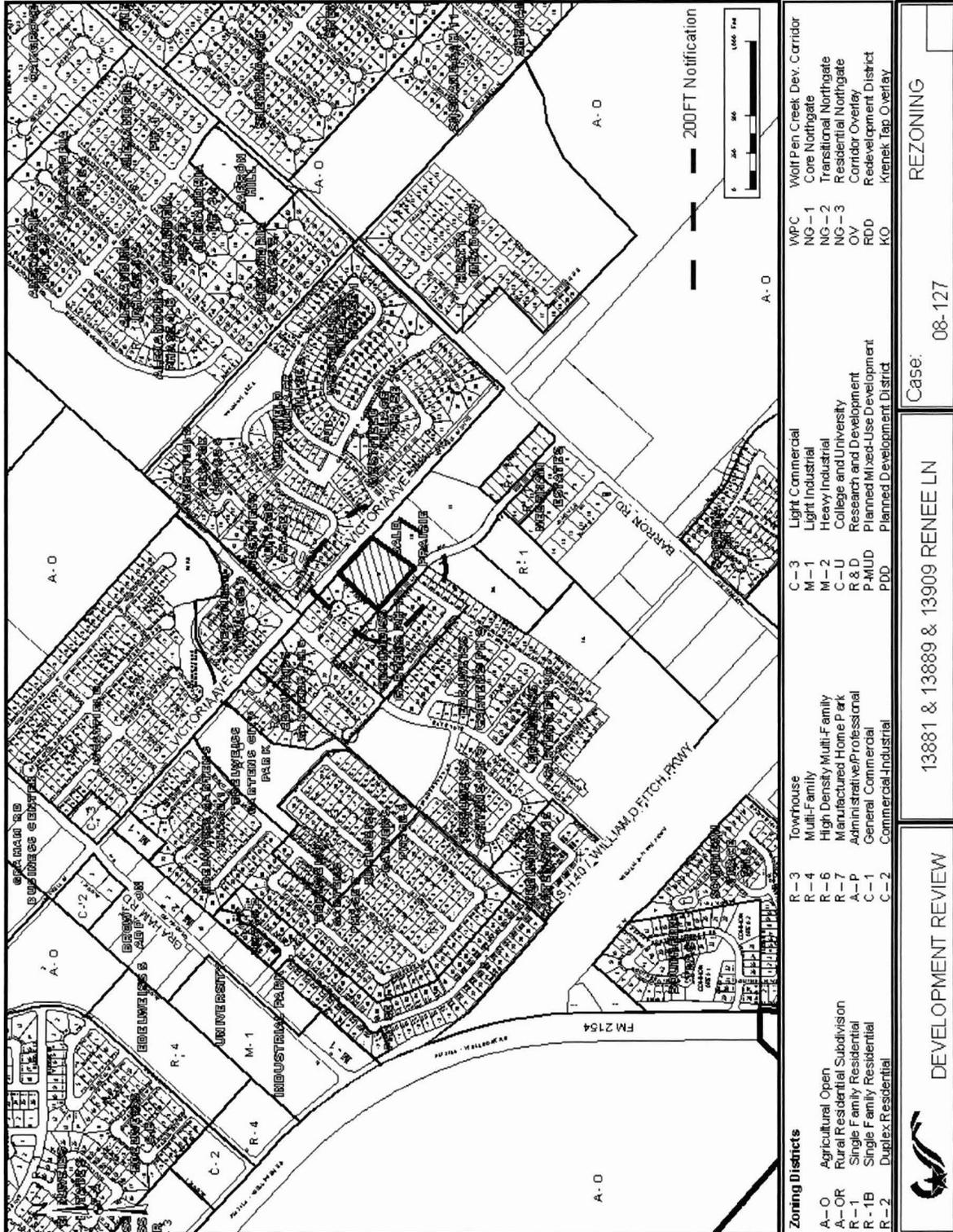
City Attorney

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 R-1 Single-Family Residential and is graphically shown in EXHIBIT "B": Lot 9 of the Bald Prairie Subdivision.

EXHIBIT "B"



Zoning Districts	Townhouse	C-3	WPC	Woit Pen Creek Dev. Corridor
A-O	R-3	Light Commercial	NG-1	Core Northgate
A-OR	R-4	M-1	NG-2	Transitional Northgate
R-1	R-6	M-2	NG-3	Residential Northgate
R-4	R-7	C-U	OV	Corridor Overlay
M-1	A-P	R & D	RDD	Redevelopment District
C-2	C-1	P-MUD	KO	Krenek Tap Overlay
C-3	C-2	PDD		
M-1	Commercial-Industrial			
M-2				
C-U				
R & D				
P-MUD				
PDD				

Case: 08-127

REZONING

13881 & 13889 & 13909 RENEE LN

DEVELOPMENT REVIEW

**August 18, 2008
Regular Agenda Item No. 2
Fairfield 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 0.4848 acres from R-1, Single Family Residential to R-4, Multi-Family Residential located at 1475 Harvey Mitchell Parkway at the northwest corner of Jones Butler Road and FM 2818.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval in their July 17, 2008 meeting. Staff also recommended approval.

Summary: REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan depicts the bulk of the parent tract to be intended for Residential Attached use, which is inconsistent with the current R-1, Single Family zoning of the subject property. Rezoning the subject property to R-4, Multi-Family, will allow the remaining 0.4848 acre tract to be more harmonious with the larger 9.08 acre parent tract.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The 9.08 acre parent tract of the subject property is zoned R-4, Multi-Family, with no current development. The subject property has Thoroughfares on the other three sides consisting of Harvey-Mitchell Parkway and Jones-Butler Road. The other surrounding properties consist of multi-family uses and vacant tracts. A rezoning of the subject property will be consistent with surrounding 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 proposed rezoning will allow the subject property to be developed with the adjacent 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 subject property was originally intended to be part of the larger parent tract which was rezoned in 2007. However, at the time of rezoning, the subject land was under ownership of Brazos County. Instead of waiting to rezone the entire property, the developer of the parent tract opted to continue the process and attempt a rezoning on the subject property at a later time. Now that the developer has acquired the subject property, the current zoning of R-1, single family, is not compatible with the future use of the parent tract. In addition, the configuration of the subject property does not allow for a single-family development which must be a minimum of 50 feet by 100 feet.
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 property's current marketability is limited by its configuration. The rezoning will allow it to be developed with the adjacent property. The subject property will provide access to Jones-Butler Road for the 9.08 parent tract.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 8-inch, 18-inch, and 24-inch water mains along Jones-Butler Road and an 8-inch water main along Holleman Drive available to serve the property. There is also a 6-inch water main extension to the property along Jones-Butler Road. Sanitary sewer service may be provided by an existing 15-inch main located along the northwestern and western

property lines. Drainage is mainly to the northeast within the Bee Creek Tributary "B" basin. The subject property is located at the northwest corner of the Harvey-Mitchell Parkway and Jones-Butler Road intersection. All utilities shall be designed in accordance with BCS Unified Design Guidelines at the time of Platting and Site Development.

Budget & Financial Summary: N/A

Attachments:

1. Item Background
2. Draft Planning and Zoning Commission Minutes, July 17, 2008
3. Ordinance

NOTIFICATIONS

Advertised Commission Hearing Date: July 17, 2008
 Advertised Council Hearing Dates: August 18, 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: 6
 Contacts in support: 0
 Contacts in opposition: 0
 Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Thoroughfare- Major collector	N/A	Jones-Butler Road
South	Thoroughfare- Freeway	N/A	Harvey-Mitchell Parkway
East	Thoroughfare- Major collector	N/A	Jones-Butler Road
West	Residential Attached	R-4	undeveloped

DEVELOPMENT HISTORY

Annexation: 1970
Zoning: R-1, Single Family Residential
Final Plat: Unplatted
Site development: Undeveloped



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, July 17, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Noel Bauman, Paul Greer, Doug Slack and Thomas Woodfin

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: Larry Stewart

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Jason Schubert and Lauren Hovde, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman John Nichols called the meeting to order at 7:12 p.m.

2. Public hearing, presentation, possible action, and discussion regarding a rezoning from R-1 Single Family Residential to R-4 Multi-Family Residential for 0.4848 acres located on the northwest corner of Harvey Mitchell Parkway and Jones-Butler Road. **Case #08-00500135 (LH)**

Lauren Hovde, Staff Planner, presented the rezoning and recommended approval.

Chairman Nichols opened the public hearing.

No one spoke during the public hearing.

Chairman Nichols closed the public hearing.

Commissioner Woodfin motioned to recommend approval of the rezoning. Commissioner Bauman seconded the motion, motion passed (6-0).

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 R-1, Single Family Residential to R-4, Multi-Family Residential:

BEING .04848 OF ONE ACRE (21,120 SQ. FT) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE CRAWFORD BURNET SURVEY, ABSTRACT NO. 7, BRAZOS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.08 ACRES CONVEYED TO THE COUNTY OF BRAZOS, RECORDED IN VOLUME 272, PAGE 425, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SHOWN IN EXHIBIT "B", AND GRAPHICALLY SHOWN IN EXHIBIT "C".

EXHIBIT "B"



Landesign Services, Inc.

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 0.4848 OF ONE ACRE (21,120 SQ. FT.) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE CRAWFORD BURNET SURVEY, ABSTRACT NO. 7, BRAZOS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 9.08 ACRES, CONVEYED TO THE COUNTY OF BRAZOS, RECORDED IN VOLUME 272, PAGE 425, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with cap marked "LANDESIGN" set at the intersection of the north right-of-way line of Harvey Mitchell Parkway (FM 2818)(R.O.W width varies) and the west right-of-way line of Jones-Butler Road (90 foot R.O.W.);

THENCE South 88°18'02" West with the north right-of-way line of Harvey Mitchell Parkway (FM 2818) a distance of 42.67 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set in the west line of said 9.08 acres and in the easterly line of a remainder of a called 134.041 acre tract of land conveyed to TLS Properties, LTD. recorded in Volume 3022, Page 187 and Volume 3091, Page 243, both of the Official Public Records of Brazos County, Texas;

THENCE North 22°03'44" West with the west line of said 9.08 acres and the easterly line of a remainder of said 134.041 acres a distance of 641.56 feet to a 1/2 inch iron rebar found in the curving said southwest right of way line of Jones-Butler Road;

THENCE with the said southwest right-of-way line of Jones-Butler Road, with a non-tangent curve to the right, having a radius of 1684.66 feet, a delta angle of 12°30'38", a length of 367.84 feet and a chord which bears South 28°19'03" East a distance of 367.11 feet to a 1/2 inch iron rebar found with cap marked "HP MAYO";

THENCE South 22°03'44" East with the southwest right-of-way line of Jones-Butler Road a distance of 291.48 feet to the POINT OF BEGINNING.

This parcel contains 0.4848 of one acre (21,120 sq. ft.) of land, more or less, out of the Crawford Burnet Survey, Abstract No. 7, Brazos County, Texas. Description prepared from an on-the-ground survey made during January, 2007. All bearings are based on the Texas State Plane Coordinate System, Central Zone (NAD 83).

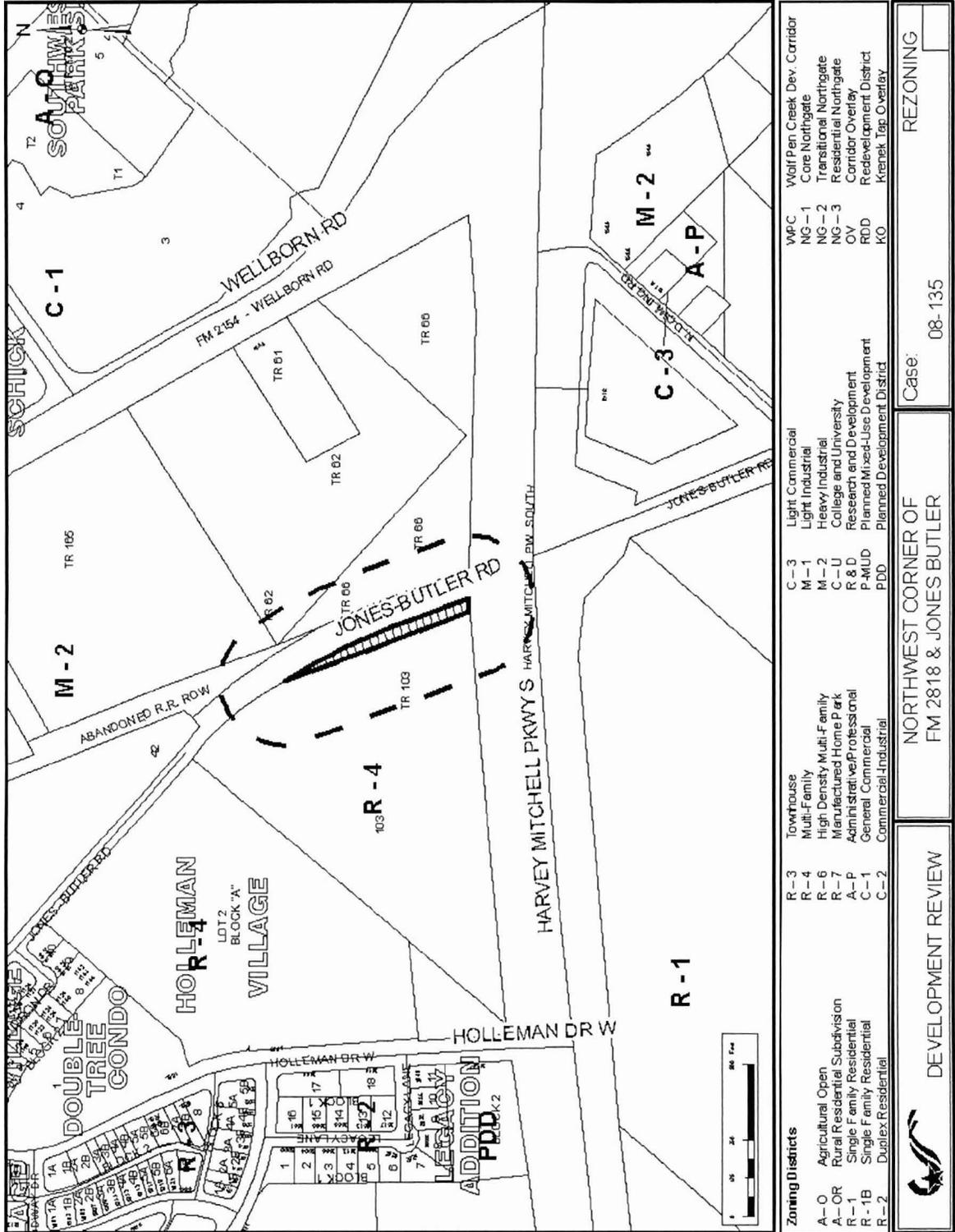
 10 JUNE 08
Date

Joseph Beavers
Registered Professional Land Surveyor
State of Texas No. 4938

Project Number: 031-07-002
Attachments: Survey Drawing L:\17 ac FM 2818\DGNS\ 03102FINAL.dgn
L:\17 ac FM 2818\FNOTES\0.4848 AC.doc



EXHIBIT "C"



**18 August 2008
Regular Agenda Item No. 3
Annexation Public Hearing**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding the service plan for 1.02 acres in the 3200 block of Rock Prairie Road West identified for annexation under the exempt status.

Recommendation: The Planning & Zoning Commission heard this item on 17 July and voted unanimously to recommend approval. Staff also recommended approval.

Summary: This is the first of two public hearings required by the TEXAS LOCAL GOVERNMENT CODE prior to initiating annexation proceedings. As part of the public hearings, staff will present an overview of the annexation service plan (see attached).

The purpose of the public hearings is to give individuals the opportunity to express their views regarding the proposed annexation and the service plan. Council is not expected to take any action at either public hearing. The final annexation ordinance is scheduled to be presented to Council on 25 September 2008.

Budget & Financial Summary: N/A

Attachments:

1. Annexation Service Plan
2. Annexation Area Map

**CITY OF COLLEGE STATION SERVICE PLAN
FOR THE AREA TO BE ANNEXED
EFFECTIVE 25 SEPTEMBER 2008**

I. ANNEXATION AREA

The annexation area is located in the City of College Station's Extraterritorial Jurisdiction. The property is illustrated in Figure 1 and generally described below:

General Description – the front portion of Lot 7R of Block 2 of the Rock Prairie Road West Business Park., located in the 3200 block of Rock Prairie Road West, generally located on the south side of Rock Prairie Road West, approximately 2,000 feet west of the intersection of Rock Prairie Road and Wellborn Road and consisting of 1.02 acres.

II. INTRODUCTION

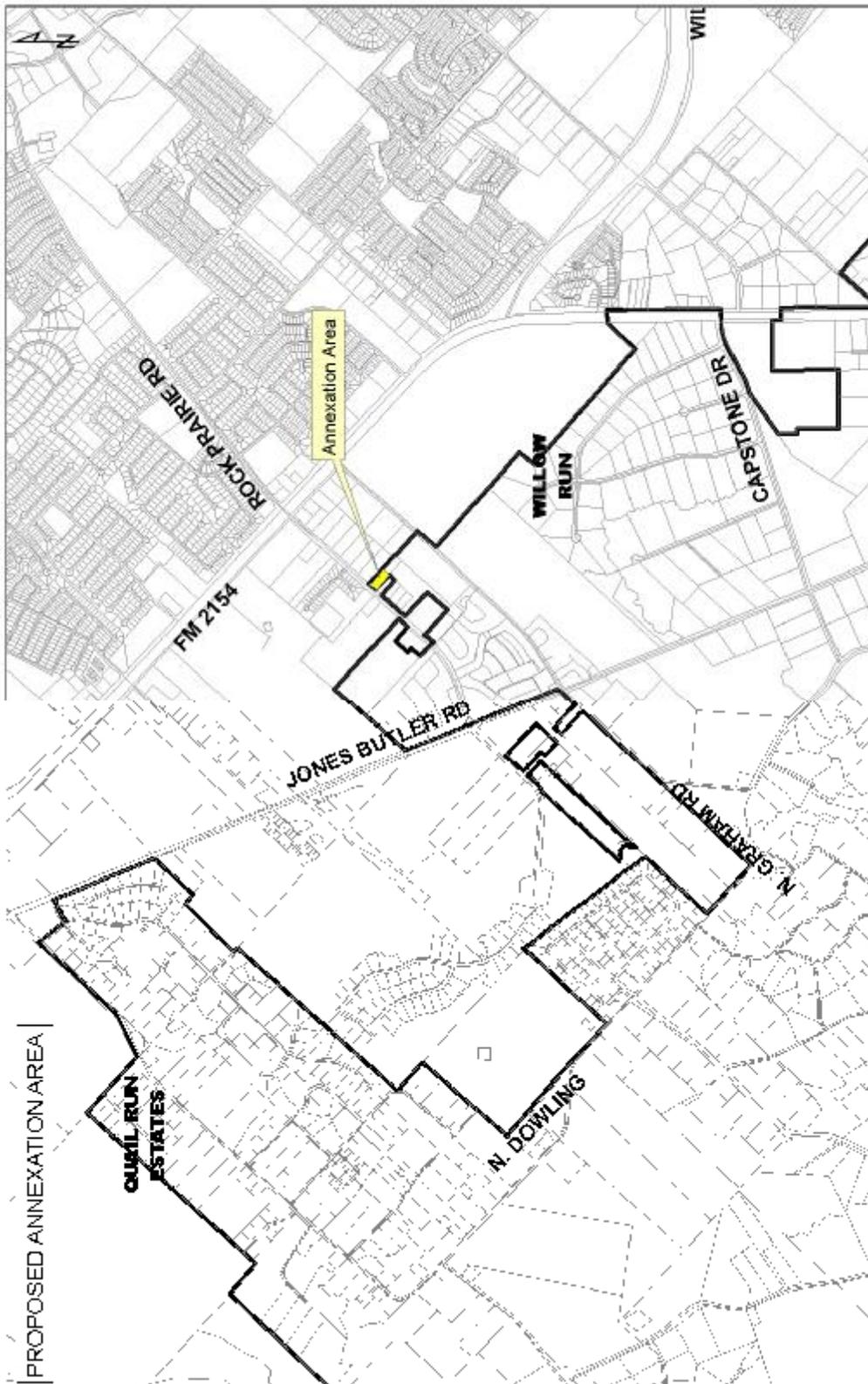
This service plan has been prepared in accordance with the TEXAS LOCAL GOVERNMENT CODE, Sections 43.021, 43.065, and 43.056(b)-(o) (Vernon 1999, AND VERNON SUPP. 2007, as amended from time to time). Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City in accordance with the following plan. This plan provides a program under which the City of College Station will provide full municipal services to the annexed area. All services will be provided within the time provided in TEXAS LOCAL GOVERNMENT CODE, Section 43.056(B).

This Service Plan does not:

- require the creation of another political subdivision;
- require a landowner in the area to fund the capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395, Texas Local Government Code; or
- provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

The level of services, infrastructure, and infrastructure maintenance provided to the annexed area is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those contemplated or projected in the annexed area.

FIGURE 1



III. SERVICE COMPONENTS

This plan contains three service components: (1) Immediate Services, (2) Additional Services, and (3) Capital Improvement Program.

Immediate Services

As required by TEXAS LOCAL GOVERNMENT CODE, SECTION 43.056(B), certain municipal services will be provided by the City of College Station immediately upon the effective date of annexation. These services include:

- police protection;
- fire protection;
- emergency medical services;
- solid waste collection, except as provided by Subsection 43.056(o);
- operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- operation and maintenance of roads, and streets, including road and street lighting;*
- operation and maintenance of public parks, playgrounds, and swimming pools; and
- operation and maintenance of any other publicly owned facility, building, or service.

***Note:** Street lighting will be maintained for fixtures located within the service territory of College Station Utilities.

A. Police Protection

Currently, the annexation area is under the jurisdiction of the Brazos County Sheriff's Department. Upon annexation the College Station Police Department will provide police service, including routine patrol, traffic enforcement, and dispatch response to emergency and non-emergency service calls.

B. Fire Protection

Currently, the annexation area is under the jurisdiction of Brazos County Emergency Services District No. 1. Upon the effective date of annexation, the College Station Fire Department will provide fire protection, including response to emergency calls for assistance, fire prevention education, pre-fire planning, and target hazard inspections. In general, the Fire Department's goal is to provide a fire response time of five minutes or less.

Construction and development activities undertaken after the effective date of annexation shall comply with all building, life safety and fire safety codes of the City of College Station.

C. Emergency Medical Services

Currently, the annexation area is under the jurisdiction of Brazos County Emergency Services District No. 1. Upon the effective date of annexation, the College Station Fire Department will provide emergency medical services (EMS). Each Fire Department ambulance, engine, and ladder truck is capable of providing EMS, including defibrillation, medical administration, IV therapy, advanced airway management, and initial treatment of injuries. In general, the Fire Department's goal is to provide an EMS response time of five minutes or less.

D. Solid Waste Collection

The annexation area is currently vacant and not provided with solid waste service. Upon the effective date of annexation, the College Station Public Works Department will provide fee-based solid waste collection service for future residential and/or commercial customers.

Residential Service – Residential solid waste collection (including brush and bulk items) is provided once per week. All residential service will be provided at a point of collection adjacent to, and accessible from, a public right-of-way or an improved surface acceptable to the City. Residential solid waste collection vehicles will not conduct operations on private property. However, residential service may be provided on private streets that comply with the Sanitation Division’s requirements for surface material, vehicle clearance and turning radii. In the case of multiple residences located on a privately owned road or drive, the City may require the establishment of a mass collection point at an area adjacent to the nearest public right-of-way. The City will provide residential solid waste containers.

Commercial Service - Containers and collection points may be located on private property, provided that it can be easily accessed from a public right of way, and both the route of access and the collection point meet the Sanitation Division’s requirements for approved surfaces, vehicle clearance and turning radii. The City will provide standard commercial containers.

In order to secure solid waste collection services in the annexed areas, each property owner must establish a utility account with the City of College Station. The City will not be responsible for damage to private drives, streets, or parking areas by service trucks servicing containers.

E. Water and Wastewater Facilities

The City of College Station will provide water and wastewater service to areas that are not located within the certificated service territory of another utility through existing facilities located within or adjacent to the area. The annexation area is within the certificated water service territory of Wellborn Special Utility District (WSUD), therefore, water service will be provided by WSUD. The annexation area is currently not provided with wastewater service. The level of wastewater service, infrastructure and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Municipal services to be provided within the annexed area may be provided by any of the methods in which the City provides services to other comparable areas.

F. Roads and Streets

There are no roads or street included in the annexation area.

G. Parks and Recreation Facilities

There are no public parks, playgrounds or swimming pools in the area proposed for annexation.

H. Other Publicly Owned Buildings and Facilities

The City of College Station is not aware of the existence of any publicly owned buildings in the area proposed for annexation.

Additional Services

A. Building Permitting and Inspections

Currently, there is no permitting and inspection authority for the annexation area. Upon the effective date of annexation, the City will provide building permits and inspection services. This service will be made available to the annexed areas on the same basis and at the same level of service as similar facilities throughout the City. Service is provided on a “cost recovery” basis, and permit fees partially offset the costs of services delivered. Construction activities underway prior to annexation may continue provided that all construction after annexation must comply with City codes and ordinances.

All permits required by City codes and ordinances must be obtained for construction underway at the time of annexation.

B. Planning and Development Services

Currently, there is no planning authority for the annexation area. Upon the effective date of annexation, planning and development services will be provided through the administration of the Unified Development Ordinance and the Subdivision Regulations, Chapter 9 of the College Station Code of Ordinances.

Upon the effective date of annexation, the property will be zoned A-O (Agricultural Open). The City's Comprehensive Plan will be used as the basis for evaluating rezoning requests after the property is annexed.

C. Animal Control

The Police Department will provide animal control service upon the effective date of annexation. Animal control services include response and investigation of reported animal bites, response to reports of stray or “at large” animals, and response and investigation of animal cruelty and neglect reports.

D. Community Enhancement

The Fire Department will provide Community Enhancement services upon the effective date of annexation. Community Enhancement services include response and investigation of sanitation issues, illegal signs, abandoned or inoperable motor vehicles, and zoning violations.

E. Recycling Collection

For residential customers electing solid waste collection from the City of College Station, curbside recycling collection is also provided once per week. Items accepted in the curbside recycling program include:

- Newspapers and magazines
- Aluminum and steel food cans
- Clear and brown glass
- Plastic bottles
- Lead acid car batteries

IV. WATER AND WASTEWATER SERVICE PROVISION

This Water and Wastewater Service Plan (“Plan”) provides a program under which the City of College Station will provide full municipal services to the annexed area. For the purpose of this plan, “full municipal services” includes water and sewer services provided by the City within its full-purpose boundaries. The level of water and sewer service, infrastructure and infrastructure maintenance provided in the annexed area will be comparable to the level of services, infrastructure and infrastructure maintenance available in other parts of the City before annexation with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Municipal services to be provided within the annexed area may be any of the methods by which the City provides services to other comparable areas. All services will be provided within the time provided in TEXAS LOCAL GOVERNMENT CODE SEC. 43.056(B). The City may extend facilities under this plan or otherwise serve this area through the use of *Impact Fees* as permitted under CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

Water and Wastewater facilities for future development that increases densities beyond the capital improvements specified in this plan will be extended in accordance with the City’s Water and Wastewater policy in existence at the time of development. The water and wastewater extension policy is discussed in Section V, Water and Wastewater Capital Improvements. In general, the policy for extension of utility service is “development driven” in that utility line extensions are typically installed by developers, in conjunction with major development projects. The City may accept ownership and maintenance of major facilities, such as gravity sewer lines, manholes, lift stations and/or wastewater package plants, as required by the particular development. The City may elect to pay for upgrades or oversize of infrastructure projects being installed by developers. As an area develops, developers or homeowners extend water distribution and wastewater collection lines to individual lots.

Until an area becomes densely populated, the cost of utility extension is not feasible to be borne by a few lot owners. Also, in the case of wastewater treatment, developments with large lots will normally be constructed with on-site sewage facilities that are privately owned and operated.

Water

Water service in the annexation area is currently within the water service territory of WSUD. The City of College Station does not have the right to serve areas outside of our CCN, therefore, no water infrastructure will be provided to the annexation area following annexation.

Wastewater

Currently, there is no wastewater service to the proposed annexation area. However, at just over an acre in size, it is large enough to be served by a private on-site sewer facility. The City of College Station recently extended the Steeplechase sewer line across Rock Prairie Road West, near I&GN Road and future development in the annexation area may access the existing public sewer line through a combination of gravity lines and/or force mains. Exhibit “A” illustrates this sewer service line.

As in other areas of College Station with similar topography, land use, and population density, the annexation area could be served by a private sewer treatment system. However, at the owner’s expense, the existing public sewer line on Rock Prairie Road West may also be utilized.

V. CAPITAL IMPROVEMENTS

Should the City make capital improvements to serve the annexed areas, the City reserves the right to levy an impact fee to the properties annexed according to Chapter 395 of the Texas Local Government Code and the City's Code of Ordinances. The City may, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Council through its development plans and policies.

A. Police Protection (including animal control)

Police protection will be provided to the annexed areas through existing City facilities at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

B. Fire Protection (including EMS and Community Enhancement)

Fire protection will be provided to the annexed areas through existing City facilities and mutual aid agreements at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area. It is anticipated that fire protection activities can be effectively provided within the current budget and staff appropriation.

C. Solid Waste Collection

Solid waste collection services will be provided to the annexed areas through the City's existing facilities or through franchise agreements with private services at a level of service comparable to the level of service in other parts of the City before annexation with topography, land use and population density similar to those reasonable contemplated or projected in the area. It is anticipated that solid waste collection can be effectively accommodated within the current budget and staff appropriation.

D. Maintenance of Public Roads and Streets

N/A – Roads and/or streets are not part of the annexation area.

E. Parks, Playgrounds and Swimming Pools

Parks and recreation services will be provided through the existing facilities at a level of service not less than exists in the area immediately preceding annexation.

Additional park development in the annexed areas will be addressed through the development standards and procedures of the City as residential development occurs. Such park development includes, but is not limited to, dedication of park land and/or money in lieu of land in accordance with the City of College Station Subdivision Regulations.

F. Other Public Building and Facilities

N/A - Public buildings and facilities are not included in the annexation area.

WATER AND WASTEWATER CAPITAL IMPROVEMENTS

The water and wastewater utility extension policy of the City of College Station is as follows:

The cost of off-site extension of water and wastewater facilities to serve a lot, tract, plat, or land development shall be borne by the owner or developer of the lot, tract, plat, or land by direct installation or through the use of *Impact Fees*. Where such extension is consistent with plans for the development of the City and its utility system the City may, by decision of the City Council, participate in the cost of construction so as to provide for additional capacity for the overall development of an area.

The cost of water and wastewater facilities necessary to serve existing lots or new development within a subdivision plat or land development shall be borne by the lot owner or developer of the plat or land by direct installation or through the use of *Impact Fees*. Standard tap fees or other installation fees in effect on a citywide basis are in addition to impact fees levied.

ANNEXATION AREA

Water

The annexation is located within the water CCN service territory of WSUD. No water infrastructure will be provided to this area after annexation. Properties located within the water CCN service territory of WSUD will continue to be served by WSUD after annexation.

Wastewater

The property within the annexation area is not currently served by sewer (private or public). Future development on the property may utilize a private on-site sewer treatment system or access the public sewer line in a manner consistent with the City's utility extension policy.

VI. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of College Station to provide the level of services required by State law. The City Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

VII. TERM

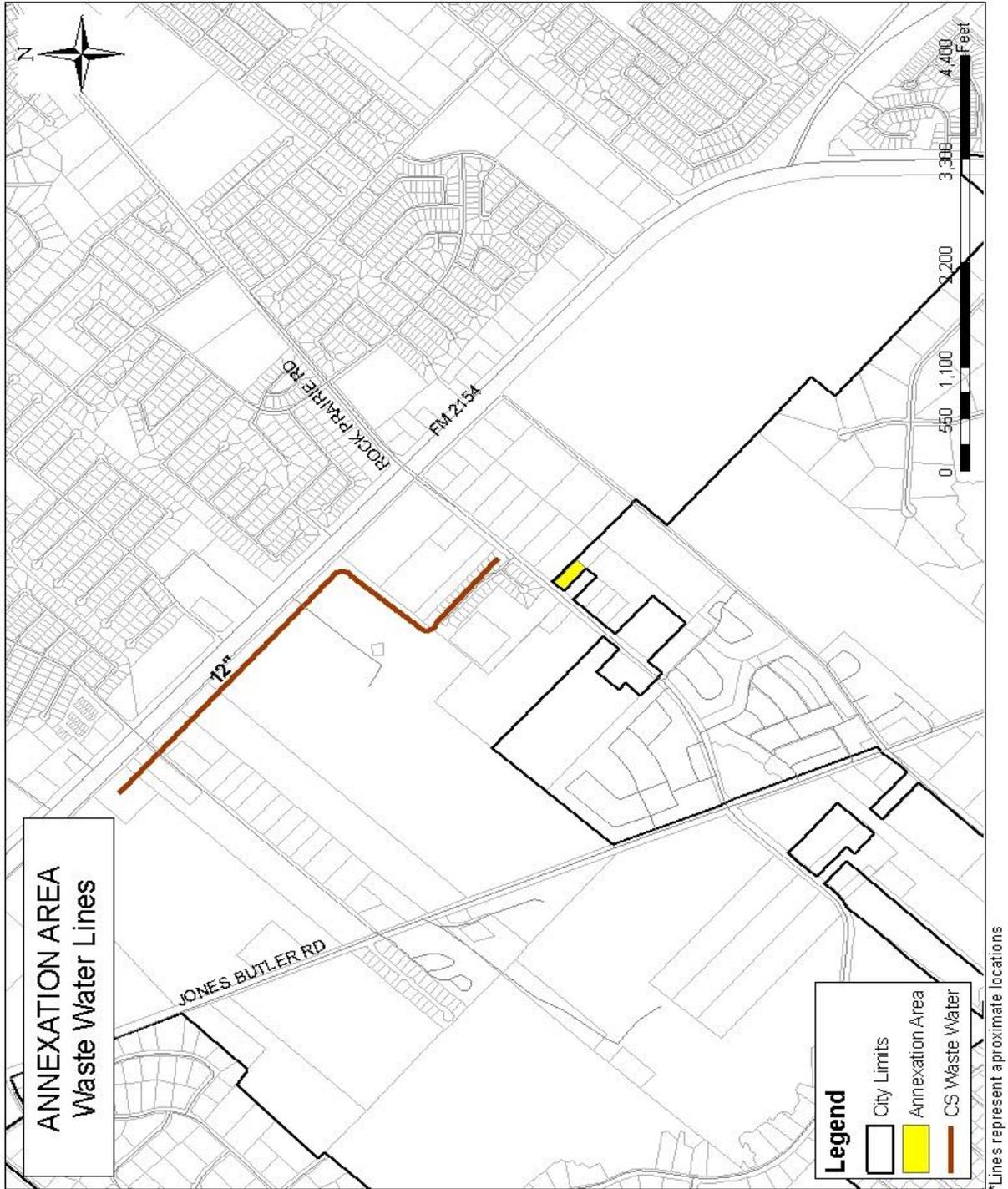
This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of City Council.

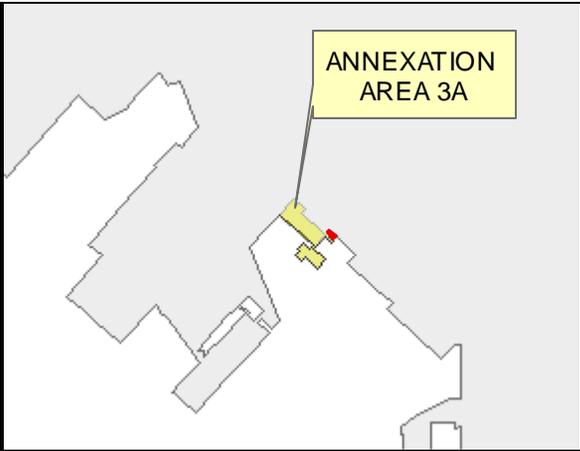
VIII. AMENDMENTS

The service plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this service plan unworkable or obsolete. The City Council may amend the service plan to conform to the changed conditions or subsequent occurrences pursuant to the TEXAS LOCAL GOVERNMENT CODE, Section 43.056 (Vernon 1999 and Vernon Supp. 2007).

APPENDIX

Exhibit "A"





August 18, 2008
Regular Agenda Item No. 4
Oakland Ridge Comprehensive Plan Amendment

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 amending the Comprehensive Land Use Plan for 39.873 acres from Rural Residential to Single-Family Residential, Medium Density, Single-Family Residential, High Density, Residential Attached and Planned Development for commercial and office uses for the property located at 11800 Jones Butler Road generally located on Jones Butler Road near Cain Road.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the request at their July 17, 2008 meeting. Staff also recommended approval.

Summary:

REVIEW CRITERIA

1. **Changed or changing conditions in the subject area or the City:** The subject property began developing in 2006 under ETJ regulations with an approved Master Plan for single-family detached, townhome, multi-family, and commercial uses. The property was annexed in 2008, and is requesting a Comprehensive Plan amendment in order to pursue a rezoning that reflects the uses that were approved on the Master Plan in 2006. The applicant feels that the expected increase of population in the general area surrounding the property warrants the need for a planned development portion to accommodate possible future commercial development.
2. **Compatibility with the remainder of the Comprehensive Plan:** The area immediately surrounding the subject tract has developed for duplex development (Las Palomas) and urban density single-family residential and townhomes have also been approved in the area for Great Oaks Subdivision and further south on Cain Road. These uses are not compatible with the overall rural residential character of the area which the Comprehensive Plan projects at the City's edge, but is consistent with the Comprehensive Plan Land Use Plan amendments that have recently been approved in the area.

Budget & Financial Summary: N/A

Attachments:

1. Item Background
2. Draft Minutes, Planning and Zoning Commission, July 17, 2008
3. Ordinance

ITEM BACKGROUND

NOTIFICATIONS

Advertised Commission Hearing Date: July 17, 2008

Advertised Council Hearing Dates: August 14, 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

Contacts in support: 0

Contacts in opposition: 0

Inquiry contacts: 0

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Rural Residential	A-O	Agricultural
South	Rural Residential	A-O	Las Palomas - duplexes
East	Major Collector	N/A - Thoroughfare	Jones-Butler Road
West	Single- Family Medium Density	R-1B	Great Oaks - vacant

DEVELOPMENT HISTORY

Annexation: March 2008

Zoning: A-O, Agricultural Open

Final Plat: Approved by the Planning and Zoning Commission on 11/01/2007, but has not been filed for record

Site development: vacant



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, July 17, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Noel Bauman, Paul Greer, Doug Slack and Thomas Woodfin

COMMISSIONERS ABSENT: Bill Davis

CITY COUNCIL MEMBERS PRESENT: Larry Stewart

CITY STAFF PRESENT: Senior Planners Jennifer Prochazka and Lindsay Boyer, Staff Planners Jason Schubert and Lauren Hovde, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman John Nichols called the meeting to order at 7:12 p.m.

2. Public hearing, presentation, possible action, and discussion regarding an amendment to the Comprehensive Land Use Plan, from Rural Residential to Single Family Residential Medium Density, Single Family Residential High Density, Residential Attached, and Planned Development for a mix of commercial uses, for 39.873 acres located off Jones-Butler Road and near Cain Road, adjacent to the Las Palomas Subdivision. **Case #08-00500130 (LB)**

Lindsay Boyer, Senior Planner, presented the Comprehensive Plan Amendment and recommended approval.

Commissioner Stearns asked if there were issues of connectivity onto Jones Butler Road and if there were buffer requirements between the different uses.

Ms. Boyer stated that there were two access points onto Jones Butler Road that meet spacing requirements and a buffer was not required because of the Right-of-Way on the preliminary plat that separates all three uses.

Chairman Nichols asked why the applicant chose a PDD zoning rather than C-1, General Commercial.

Chairman Nichols opened the public hearing.

David Borsack, applicant, stated that he chose the PDD zoning because he did not want uses on the property that C-1, General Commercial allows.

Chairman Nichols closed the public hearing.

Commissioner Bauman motioned to recommend approval of the Comprehensive Plan Amendment. Commissioner Woodfin seconded the motion, motion passed (6-0).

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE LAND USE PLAN, FOR THE AREA GENERALLY LOCATED ALONG JONES BUTLER NORTH OF CAIN ROAD AND LAS PALOMAS SUBDIVISION, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Comprehensive Land Use Plan" as set out in Exhibits "A" and "B", for the identified area and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



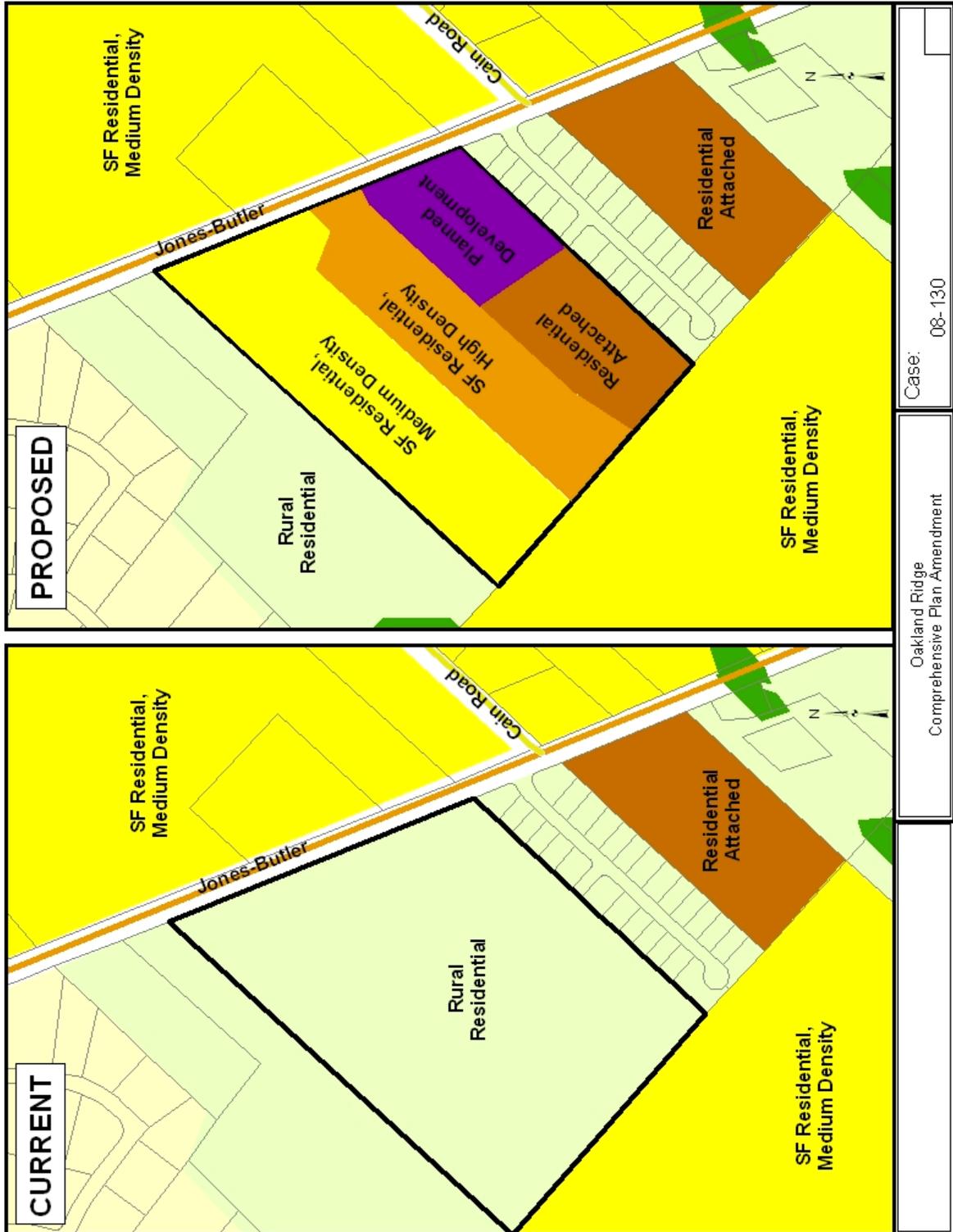
City Attorney

EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 39.873 acres generally located at 11800 Jones Butler Road, north of Cain Road and Las Palomas Subdivision is amended from Rural Residential to Single-Family Residential, Medium Density, Single-Family Residential, High Density, Residential Attached, and Planned Development for commercial uses approved with the Oakland Ridge Master Plan, as shown on the attached Exhibit "B".

EXHIBIT "B"



August 18, 2008
Regular Agenda Item No. 5
Resolution Determining Need
For Bee Creek Greenway Project

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion approving a Resolution Determining Need that identifies a tract of land needed for the Bee Creek Greenway Project.

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

Summary: The tract of land identified in the Resolution is located in the flood plain along Bee Creek Tributary B at the end of Southland Street. The tract is .24 acres. The property will be used for greenways and for any other municipal purpose, such as hike and bike trails and utility corridors.

Budget & Financial Summary: The purchase price for the property has not yet been determined. Funding for the purchase is budgeted and available from the Capital Improvements budget for Greenways projects.

Attachments:

1. Resolution Determining Need
2. Project Location Map

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

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

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

WHEREAS, the City owns, operates, constructs, repairs and maintains a greenway system as a public service in order to provide parks, flood control, wildlife conservation and bicycle and pedestrian routes; and

WHEREAS, the City’s ownership, operation, construction, repair, and maintenance of the greenway system is a benefit to the public; and

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

WHEREAS, the City is engaged in the following project regarding improvements and expansion to the greenway system, the Bee Creek Greenway (the “Project”); and

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

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

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Property, and the public welfare and convenience will be served by the acquisition of the Property.

- PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Property.
- PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Property.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Property.
- PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Property, the City's Land Agent, other staff appraiser or contracted real estate agent is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.
- PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Property for the Project, on behalf of the City of College Station.
- PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Property, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.
- PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

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

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

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

EXHIBIT "A"

Andy Carlos, Tract
Being Lots 23 and 24, Block 1, Southland Addition, according to the map or Plat hereof
recorded in Volume 134, Page 423, Deed Records of Brazos County, Texas.

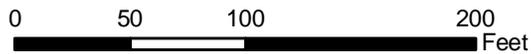
Said .24 acres is located in the flood plain of Bee Creek and is generally depicted on
Attachment 1 as Bee Creek Greenway Project – 137 Southland Street and will be more
particularly described by plat and field notes prepared by a Registered Professional Land
Surveyor at a subsequent day and time.

Bee Creek Greenway Project - 137 Southland Street



Legend

- 137 Southland
- Major Rivers & Streams
- gis.GIS.CS_Calc_Flood_Plain
- COCS Greenway Property
- CS Streets
- Parcel_Boundary
- 2005 Aerial



NOTE:
The accuracy of this data is limited to the validity and accuracy of available data and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act.

August 18, 2008
Regular Agenda Item No. 6
Consider Ordinance Issuing of Certificates of Obligation

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$26,440,000 City of College Station Certificates of Obligation, Series 2008.

Recommendation(s): Council move to approve the attached ordinance to issue certificates of obligation.

Summary: The City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notice to be published of the intent to issue the COs. On July 10, 2008, Council approved a resolution directing staff to advertise the issuance of COs. On July 11 and 18 such notice was published.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses three types of debt instruments to fulfill those requirements:

1. General Obligation Bonds (GOBs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore the notice is provided in the election process.
2. Utility Revenue Bonds (URBs) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.
3. Certificates of Obligation (COs) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOBs. Our policy for issuing CO's allows more flexibility in their issue than GOBs, particularly when other revenues are anticipated to assist in debt service.

On July 10, the City Council received a presentation from the City's Financial Advisor Drew Masterson with First Southwest. Mr. Masterson made recommendations regarding issuing Certificates of Obligation for utility projects rather than Utility Revenue Bonds.

This particular issue will provide resources for municipal facility projects, park projects, technology projects, cemetery development projects, street projects, electric, water and wastewater improvements and debt issuance costs totaling \$26,440,000.

Budget & Financial Summary: Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate and utility rates. The recommendation to move forward with this issue will not affect the ad valorem tax rate or the utility rates.

Attachments:

1. Debt Issuance 2008
2. Ordinance available in City Secretary's Office

Proposed 2008 Debt Issue

General Obligation Bonds

Northgate Street Rehab	\$ 1,304,000
Sidewalk Improvements	100,000
Hike and Bike Trails	600,000
Barron Road Rehab	1,000,000
Oversize Participation	540,000
Rock Prairie Rd Widening	1,969,000
W.D. Fitch Widening	3,300,000
Streets Total	\$ 8,813,000
New Traffic Signal Projects	502,000
Traffic System Safety Improvements	100,000
Traffic Total	\$ 602,000
Park Improvements	40,000
Parks Total	\$ 40,000
GOB Total	\$ 9,455,000

Certificates of Obligation

New Cemetery Development	\$ 6,748,000
Municipal Facility Improvements	250,000
Wireless Infrastructure	200,000
General Govt Total	\$ 7,198,000
Adamson Pool House	\$ 900,000
Thomas Pool House	330,000
Southwood Athletic Field Lights	197,000
Parks Total	\$ 1,427,000
W.D. Fitch Widening	\$ 1,000,000
Eagle Avenue Extension	800,000
Streets Total	\$ 1,800,000
Electric Meeting/Training Facility	\$ 2,250,000
Electric Distribution Line Extensions & Conversions	1,100,000
Electrical Substation Transformer	1,200,000
Substation Transmission/Distribution	2,150,000
Electric Projects	\$ 6,700,000
College Park/Breezy Heights	\$ 1,500,000
South Knoll/The Glade	1,600,000
Tauber and Stasney	100,000
Land Acquisition - Wells	3,100,000
W. D. Fitch East (Area 6)	600,000
Water Projects	\$ 6,900,000
College Park/Breezy Heights	\$ 1,200,000
South Knoll/The Glade	1,000,000
Wastewater Projects	\$ 2,200,000
Estimated Debt Issuance Costs	\$ 215,000
Certificates of Obligation Total	\$ 26,440,000

August 18, 2008
Regular Agenda Item No. 7
Consider Ordinance Issuing General Obligation Bonds

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$9,455,000 City of College Station General Obligation Bonds, Series 2008.

Recommendation(s): Council move to approve the attached ordinance issuing general obligation bonds.

Summary: The City Council is authorized to approve the issuance of general obligation bonds which have been authorized by a vote of the citizens. The Citizens approved a total of \$38,405,000 on November 4, 2003. By approving the ordinance, the Council will issue a total of \$9,455,000 from the 2003 authorization. This is the fifth bond sale from the 2003 bond authorization.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses three types of debt instruments to fulfill those requirements:

1. General Obligation Bonds (GOBs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore the notice is provided in the election process.
2. Utility Revenue Bonds (URBs) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.
3. Certificates of Obligation (COs) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOBs. Our policy for issuing CO's allows more flexibility in their issue than GOBs, particularly when other revenues are anticipated to assist in debt service.

This particular debt issue is planned to provide resources for street projects, traffic signal projects, sidewalk improvements, hike and bike trails, and parks and recreation improvements totaling \$9,455,000.

Budget & Financial Summary: Staff reviewed the impact of the general obligation bonds City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation to move forward with this issue will not impact the ad valorem tax rate.

Attachments:

1. Debt Issuance 2008
2. Ordinance available in City Secretary's Office.

Proposed 2008 Debt Issue

General Obligation Bonds

Northgate Street Rehab	\$ 1,304,000
Sidewalk Improvements	100,000
Hike and Bike Trails	600,000
Barron Road Rehab	1,000,000
Oversize Participation	540,000
Rock Prairie Rd Widening	1,969,000
W.D. Fitch Widening	3,300,000
Streets Total	\$ 8,813,000
New Traffic Signal Projects	502,000
Traffic System Safety Improvements	100,000
Traffic Total	\$ 602,000
Park Improvements	40,000
Parks Total	\$ 40,000
GOB Total	\$ 9,455,000

Certificates of Obligation

New Cemetery Development	\$ 6,748,000
Municipal Facility Improvements	250,000
Wireless Infrastructure	200,000
General Govt Total	\$ 7,198,000
Adamson Pool House	\$ 900,000
Thomas Pool House	330,000
Southwood Athletic Field Lights	197,000
Parks Total	\$ 1,427,000
W.D. Fitch Widening	\$ 1,000,000
Eagle Avenue Extension	800,000
Streets Total	\$ 1,800,000
Electric Meeting/Training Facility	\$ 2,250,000
Electric Distribution Line Extensions & Conversions	1,100,000
Electrical Substation Transformer	1,200,000
Substation Transmission/Distribution	2,150,000
Electric Projects	\$ 6,700,000
College Park/Breezy Heights	\$ 1,500,000
South Knoll/The Glade	1,600,000
Tauber and Stasney	100,000
Land Acquisition - Wells	3,100,000
W. D. Fitch East (Area 6)	600,000
Water Projects	\$ 6,900,000
College Park/Breezy Heights	\$ 1,200,000
South Knoll/The Glade	1,000,000
Wastewater Projects	\$ 2,200,000
Estimated Debt Issuance Costs	\$ 215,000
Certificates of Obligation Total	\$ 26,440,000

August 18, 2008
Regular Agenda Item No. 8
Real Estate Contract with Eddy Vivian Young and Katherine Jackson
for the future extension of Eisenhower Street

To: Glenn Brown, City Manager

From: Bob Cowell, Director Planning Development Services

Agenda Caption: Presentation, possible action, and discussion approving a Real Estate Contract with Eddy Vivian Young and Katherine Jackson that will authorize the purchase of real estate needed for the future extension of Eisenhower Street.

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

Summary: In November 2007 the property owners requested that the City amend the City's Thoroughfare Plan to remove the identified extension of Eisenhower Street which crossed the subject property. The stated purpose for this request was to permit the development of the subject property. City staff and the P&Z Commission recommended the designation remain. At their meeting on November 19, 2007 the Council denied the request. Subsequent to the Council action the property owner initiated discussions with the City to sell the real property. Since that initiation staff has successfully negotiated the acquisition of the property which totals approximately 1.22 acres.

Budget & Financial Summary: The purchase price for the property is \$70,000.00. Closing costs and associated expenses should not exceed an additional \$3,000.00. Funds for this project were not included in the FY08 Capital Projects Budget. However, the funds are available in the Streets Capital Improvement Projects fund balance. If approved, appropriations in the amount of \$73,000.00 will be included on a future FY08 budget amendment for the purchase of this property.

Attachments:

Project Location Map
Real Estate Contract

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between EDDYE VIVIAN YOUNG and KATHERINE JACKSON, ("SELLERS"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

**ARTICLE I
PURCHASE AND SALE**

1.1 SELLERS agree to sell and convey in fee simple by General Warranty Deed and BUYER agrees to purchase and pay for a 1.22 acre tract being a part of Lot 5 of the D.A. Smith Subdivision of said League according to plat recorded in Volume 49, Page 106, Deed Records of Brazos County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLERS in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLERS' interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to a temporary access easement across the PROPERTY to be granted prior to closing to Lois Gray by SELLERS in the form attached as Exhibit "B" and the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

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

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

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

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

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

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

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

ARTICLE II
PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00). The purchase price shall be payable in full at closing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLERS hereby represent and warrant to BUYER as follows:

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

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

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

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

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

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

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

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

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

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

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

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

ARTICLE V CLOSING

5.1 The closing shall be held at University Title Company, within forty-five (45) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLERS and BUYER may agree upon (the "closing date").

Contract No. EV4
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Rev. 06/19/03

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[Handwritten signature]

5.2 At the closing, SELLERS shall:

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

(b) Deliver possession of the PROPERTY to BUYER.

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

(d) Pay one-half (½) of the escrow fees.

(e) Pay any and all required property taxes and prorated taxes for the year 2008.

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

(g) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.

(h) Pay the costs to record all documents to cure title objections agreed to be cured by SELLERS.

(i) Pay the certificates or reports of ad valorem taxes.

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

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

(a) Pay the balance of the purchase price.

(b) Pay one-half (½) of the escrow fees.

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

(d) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLERS' expense.

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- (e) Pay the BUYER's expenses or attorney fees.
- (f) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (g) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI
SPECIAL CONDITIONS

"Seller shall reserve all the oil and gas to the Property, with no right of surface use for ~~NONE~~ any purpose."

ARTICLE VII
BREACH BY SELLER

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

- (a) Enforce specific performance of this agreement;
- (b) Bring suit for damages against SELLERS; and/or
- (c) Terminate this contract and initiate condemnation proceedings.

ARTICLE VIII
BREACH BY BUYER

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

ARTICLE IX
MISCELLANEOUS

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

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[Handwritten signature]

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

SELLERS: Eddy Vivian Young
c/o Cully Lipsey
1021 University Drive East
College Station, Texas 77840

Katherine Jackson
c/o Cully Lipsey
1021 University Drive East
College Station, Texas 77840

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

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

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

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

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

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[Handwritten signature]

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

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

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

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

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

EXECUTED on this the _____ day of _____, 2008.

SELLERS:

Eddyevivian Young
EDDYEVIVIAN YOUNG

Katherine Jackson
KATHERINE JACKSON

BUYER:

CITY OF COLLEGE STATION

BY: _____

Mayor

Date: _____

ATTN:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Contract No. EWY

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Chief Financial Officer

Date: _____

Carla A Robinson

City Attorney

Date: _____

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Katherine KJ

**METES AND BOUNDS DESCRIPTION
OF A
1.22 ACRE TRACT
D. A. SMITH SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 5, D. A. SMITH SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 49, PAGE 106 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND CALLED 1.22 ACRES DESCRIBED AS FIRST TRACT BY A PARTITION DEED TO ALBERT PEARCE RECORDED IN VOLUME 109, PAGE 460 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 1.22 ACRE TRACT AND THE NORTH CORNER OF LOT 1, BLOCK 1, LONE STAR PAVILLION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3697, PAGE 193 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 25' 24" E ALONG THE NORTHWEST LINE OF SAID 1.22 ACRE TRACT, SAME BEING THE SOUTHEAST LINE OF COLLEGE VISTA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 126, PAGE 133 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 82.38 FEET TO A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF A CALLED TRACT OF LAND AS DESCRIBED BY A DEED TO BUREN WILLIAMS NOEY AND WIFE, LOIS FAYE NOEY, RECORDED IN VOLUME 292, PAGE 448 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 39' 22" E ALONG THE COMMON LINE OF SAID 1.22 ACRE TRACT AND SAID NOEY TRACT FOR A DISTANCE OF 345.07 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF A CALLED TRACT OF LAND CURRENTLY OWNED BY LONZELL PAYTON (ACCORDING TO THE BRAZOS COUNTY APPRAISAL DISTRICT) AND THE WEST CORNER OF LOT 5-5, REPLAT OF A PORTION OF LOTS 5 AND 6, D. A. SMITH SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 4586, PAGE 78 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 39' 57" E ALONG THE COMMON LINE OF SAID 1.22 ACRE TRACT AND LOTS 5-1 - 5-5 OF SAID REPLAT (4586/78), AT 296.99 FEET PASS A ½ INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 299.93 FEET TO AN "X" SET IN THE TOP OF AN EXISTING CURB ON THE NORTHWEST LINE OF LINCOLN AVENUE MARKING THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 41° 25' 23" W ALONG THE NORTHWEST LINE OF LINCOLN AVENUE FOR A DISTANCE OF 82.79 FEET TO AN "X" SET IN THE TOP OF SAID CURB MARKING THE EAST CORNER OF LONE STAR PAVILLION AND THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 48° 37' 28" W ALONG THE COMMON LINE OF SAID 1.22 ACRE TRACT AND LONE STAR PAVILLION FOR A DISTANCE OF 645.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.22 ACRES OF LAND AS SURVEYED ON THE GROUND JUNE, 2006. FOR MORE DESCRIPTIVE INFORMATION SEE PLAT PREPARED JULY, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FORM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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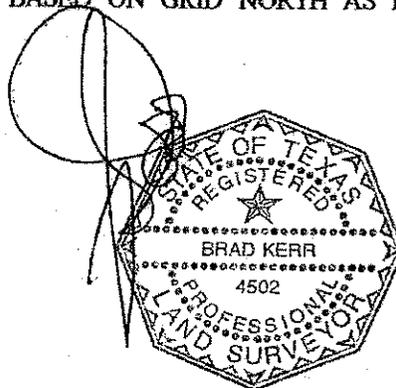


EXHIBIT A

TEMPORARY EASEMENT FOR ACCESS TO LOT

STATE OF TEXAS

COUNTY OF BRAZOS

EDDYE VIVIAN YOUNG and KATHERINE JACKSON, Grantors, hereby grant, let, and convey to LOIS GRAY, Grantee, a temporary easement and right of way for roadway purposes only, on, over and across the following lands in the county and state named above:

The northwest 100 feet of the 1.22 acre tract described as the first tract in deed recorded in Volume 109, Page 460, Deed Records, Brazos County, Texas, to which description reference is hereby made, as more particularly depicted on Exhibit "A", attached hereto and made a part hereof (the Servient Estate).

This easement is granted for the sole purpose of granting Grantee access from the 82.3 feet x 100 feet tract (the Dominant Estate) described in deed recorded in Volume 292, Page 448, Deed Records, Brazos County, Texas, from such Dominant Estate to Eisenhower Street, College Station, Texas, where the said Eisenhower Street dead ends on the northwest end of the Dominant Estate. This easement shall exist only until the City of College Station, or its successors and assigns, constructs an extension of Eisenhower Street from its dead end location on the northwest end of the Dominant Estate.

When the extension of Eisenhower Street is completed, the easement and right of way granted herein shall terminate and have no further force and effect. Any cost of building any temporary access, ingress, and egress from the Servient Estate to Eisenhower Street shall be the sole expense of Grantee, or her heirs and assigns.

This grant of easement is binding upon and shall inure to the benefit of Grantee and Grantor and their respective heirs, successors, and assigns.

EDDYE VIVIAN YOUNG

KATHERINE JACKSON

LOIS GRAY

EXHIBIT "C"

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

GENERAL WARRANTY DEED

DATE: _____

GRANTORS: EDDYE VIVIAN YOUNG and KATHERINE JACKSON

GRANTORS' MAILING ADDRESS:

(including county)

Brazos County
College Station, Texas 77840

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS:

(including county)

1101 Texas Avenue
Brazos County
College Station, Texas 77840

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

PROPERTY:

All that certain 1.22 acre tract of land lying and being situated in College Station, Brazos County, Texas. Said tract being a portion of Lot 5, of the D. A.. Smith Subdivision, according to the plat recorded in Volume 49, Page 106 of the Deed Records of Brazos County, Texas, and being the same tract of land called 1.22 acres described as first tract by a Partition Deed to Albert Pearce recorded in Volume 109, Page 460 of the Deed Records of Brazos County, Texas, said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.



City of College Station

THOROUGHFARE PLAN: Eisenhower St

AUGUST 2008

University Dr

Texas Ave

Eisenhower St

Tarrow St

Lincoln Ave

Walton Dr

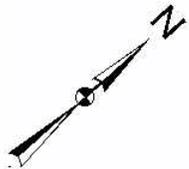
Foster Ave

181

Legend

Thoroughfare Plan

- Grade Separation, Existing
- - - Grade Separation, Future
- ▬ Freeway/Expressway, Existing
- ▬▬▬ Freeway/Expressway, Future
- ▬ Major Arterial, Existing
- ▬ Minor Arterial, Existing
- ▬▬▬ Minor Arterial, Future
- ▬ Major Collector, Existing
- ▬▬▬ Major Collector, Future
- ▬ Minor Collector, Existing
- ▬▬▬ Minor Collector, Future



**August 18, 2008
Regular Agenda Item No. 9
2008 Bond Ballot Ordinance**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of an ordinance calling a bond election on November 4, 2008 and consideration of a bond election communication plan.

Recommendation(s): Staff recommends that Council approve the proposed ballot language.

Summary: The proposed ballot ordinance reflects the seven year bond program plus the city hall project per direction given to staff by Council on July 10, 2008. The projects listed in the attachments would be carried out over the next seven years. The following propositions totaling \$110,300,000 are contained in the ordinance.

PROPOSITION NO. 1

\$48,775,000 FOR STREET AND TRANSPORTATION IMPROVEMENTS.

PROPOSITION NO. 2

\$8,385,000 FOR LIBRARY IMPROVEMENTS.

PROPOSITION NO. 3

\$6,993,000 FOR FIRE SAFETY IMPROVEMENTS

PROPOSITION NO. 4

\$12,795,000 FOR PARKS OR OTHER RECREATIONAL IMPROVEMENTS

PROPOSITION NO. 5

\$7,052,000 FOR CONSTRUCTING AND EQUIPPING A COMMUNITY CENTER

PROPOSITION NO. 6

\$26,300,000 FOR CONSTRUCTING AND EQUIPPING A NEW CITY HALL

Propositions 1 through 5 total \$84 million. That amount of debt can be issued over a seven year period without increasing the existing property tax rate. Proposition number 6 calls for the issuance of \$26.3 million in debt which will require an increase of 4.73 cents in the tax rate.

In addition to the ballot ordinance staff proposes a plan for informing the public about our bond election. The mission is to provide clear, factual, and lay-friendly information that will allow voters to make educated choices. Staff will give a brief overview of the proposed plan.

Budget & Financial Summary: Our financial projections also indicate that over a 7-year period we will be able to issue about \$84 million in debt. The dollar amounts included in each proposition reflect the inflated project estimates.

Attachments:

1. Proposed Bond Projects
2. 2008 Project Schedule
3. Ballot Ordinance
4. Communications Plan

PROPOSED 2008 BOND PROJECTS

PROPOSITION NO. 1

- Jones-Butler Phase 1
- Traffic Signals
- Victoria Avenue
- Barron Road Widening Phase 2
- Hike Bike Trail Completion
- Barron Road East*/Lakeway Drive (111)
- Sidewalks
- Rock Prairie West ROW
- Lick Creek Hike and Bike Trail
- University Dr Pedestrian Improvements Phase 2 - 5

\$48,775,000 FOR STREET AND TRANSPORTATION IMPROVEMENTS.

PROPOSITION NO. 2

- Library Expansion

\$8,385,000 FOR LIBRARY IMPROVEMENTS.

PROPOSITION NO. 3

- Fire Station #6

\$6,993,000 FOR FIRE SAFETY IMPROVEMENTS

PROPOSITION NO. 4

- Creekview Neighborhood Park
- Neighborhood Park Improvements
- Lincoln Center Addition
- Central Park Improvements
- Lick Creek Park Trail Completion
- Skate Park
- East Dist Maintenance Shop Replacement
- Neighborhood Parks Revolving Fund
- Lick Creek Park Nature Center

\$12,795,000 FOR PARKS OR OTHER RECREATIONAL IMPROVEMENTS

PROPOSITION NO. 5

- Community Center

\$7,052,000 FOR CONSTRUCTING AND EQUIPPING A COMMUNITY CENTER

PROPOSITION NO. 6

- City Hall

\$26,300,000 FOR CONSTRUCTING AND EQUIPPING A NEW CITY HALL

7-Year Program

Type	Project Title	Estimated \$		RATE	FY 09 1	FY 10 2	FY 11 3	FY 12 4	FY 13 5	FY 14 6	FY 15 7
LIBRARY	Library Expansion	\$6,000,000	\$8,385,000	9%			932,000	7,453,000			
	Subtotal	\$6,000,000	\$8,385,000								
C CENTER	Community Center (revised 7/2/08)	\$5,500,000	\$7,052,000	9%		784,000	6,268,000				
	Subtotal	\$5,500,000	\$7,052,000								
FIRE	Fire Station #6	\$6,000,000	\$6,993,000	9%	720,000	6,273,000					
	Subtotal	\$6,000,000	\$6,993,000								
PARK	Creekview Neighborhood Park	\$500,000	\$515,000	3%	515,000						
PARK	Neighborhood Park Improvements	\$860,000	\$903,000	3%	292,000	301,000	310,000				
PARK	Lincoln Center Addition	\$3,060,000	\$4,283,000	9%			396,000	3,887,000			
PARK	Central Park Improvements	\$800,000	\$932,000	9%	96,000	836,000					
PARK	Lick Creek Park Trail Completion	\$100,000	\$100,000	0%				100,000			
PARK	Skate Park	\$800,000	\$920,840	5%		105,840	815,000				
PARK	East Dist Maintenance Shop Replacement	\$990,000	\$1,646,000	9%					152,000	1,494,000	
PARK	Neighborhood Parks Revolving Fund	\$1,000,000	\$1,000,000	0%	145,000	145,000	145,000	145,000	145,000	145,000	130,000
PARK	Lick Creek Park Nature Center	\$1,500,000	\$2,495,000	9%					231,000	2,264,000	
	Subtotal	\$9,610,000	\$12,794,840								
TRANSP	Jones-Butler Phase 1	\$2,650,000	\$3,273,000	5%			368,000	1,417,000	1,488,000		
TRANSP	Traffic Signals	\$3,000,000	\$3,003,000	0%	429,000	429,000	429,000	429,000	429,000	429,000	429,000
TRANSP	Victoria Avenue	\$2,200,000	\$2,457,000	5%	176,000	1,250,000	1,031,000				
TRANSP	Barron Road Widening Phase 2	\$10,100,000	\$11,414,000	5%		5,568,000	5,846,000				
TRANSP	Hike Bike Trail Completion	\$1,000,000	\$1,000,000	0%	333,000	333,000	334,000				
TRANSP	Barron Road East*/Lakeway Drive (111)	\$11,550,000	\$15,121,000	5%				1,685,000	4,281,000	4,495,000	4,660,000
TRANSP	Sidewalks	\$300,000	\$300,000	0%	100,000	100,000	100,000				
TRANSP	Rock Prairie West ROW	\$650,000	\$743,000	3%		115,000	118,000	122,000	126,000	129,000	133,000
TRANSP	Lick Creek Hike and Bike Trail	\$3,867,000	\$4,412,000	3%				750,000	2,024,000	1,638,000	
TRANSP	University Dr Pedestrian Improvements Phase 2	\$5,849,000	\$7,052,000	3%					814,000	3,073,000	3,165,000
	Subtotal	\$41,166,000	\$48,775,000								
					2,806,000	16,239,840	17,092,000	15,988,000	9,690,000	13,667,000	8,517,000
Grand Total (Without City Hall)		\$68,276,000	\$83,999,840								
CITYHALL	New City Hall	\$38,000,000	\$38,000,000	0%	4,560,000		33,440,000				
	Subtotal	\$38,000,000	\$38,000,000								
	Existing Bond Funds	4,000,000	4,000,000								
	Sale of Existing Site	7,700,000	7,700,000								
	Net Total for New City Hall	\$26,300,000	\$26,300,000								
Grand Total		\$94,576,000	\$110,299,840								

ORDINANCE _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CALLING A BOND ELECTION TO BE HELD WITHIN SAID CITY; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AND CONTAINING OTHER PROVISIONS INCIDENTAL THERETO.

WHEREAS, the City Council (the "City Council") of the City of College Station, Texas (the "City") finds and determines that an election should forthwith be called and held in the City for the purpose of submitting certain propositions for the issuance of bonds for the purposes herein set forth; and

WHEREAS, the City Council finds and declares that the meeting at which this Ordinance is considered 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 by Chapter 551, Texas Government Code; therefore,

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

Section 1. The statements contained in the preamble to this Ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

Section 2. An election shall be held between the hours of 7:00 A.M. and 7:00 P.M. on November 4, 2008 in the City. The implementation and management of said election shall be by the Brazos County Clerk. The Brazos County Clerk is hereby designated as the Chief Election Official and Early Voting Clerk for said election. The implementation, conduct and management of said election shall include, but not be limited to:

- A. The securing of qualified individuals to serve as election judges for each polling place within a voting precinct.
- B. The securing of locations and facilities where the election is to be conducted.
- C. The securing of election materials and supplies requisite to the proper administration of the election, and the programming and preparation of Direct Recording voting equipment to be used in the election
- D. The securing of a contract with Texas Voting Systems for election services and supplies.

Section 3. The polling places for the election on election day, and the precincts for said election, as hereby designated as follows:

Precinct	Polling Place Location
2B	Wellborn Community Center 4119 W. Greens Prairie Road
2C	Wellborn Community Center 4119 W. Greens Prairie Road
8	Parkway Baptist Church 1501 Southwest Parkway
9	College Station Conference Center 1300 George Bush Drive
10A	College Station Utility Service Center 310 Krenek Tap Road
10B	College Station Utility Service Center 310 Krenek Tap Road
20	Memorial Student Center

	A&M Campus
21	St. Mary's Catholic Church 603 Church Street
24	B/CS Convention and Visitors Bureau 715 University Drive East
31	Grace Bible Church – Southwood 1901 Harvey Mitchell Parkway
32	Larry J. Ringer Library 1818 Harvey Mitchell Parkway
33	Lincoln Center 1000 Eleanor
34	College Station City Hall 1101 Texas Avenue
35A	CSISD Administration Building 1812 Welsh
35B	CSISD Administration Building 1812 Welsh
39	St. Francis Episcopal Church 1101 Rock Prairie Road
40	Aldersgate Methodist Church 2201 Earl Rudder Freeway
41	Christ United Methodist Church 4201 State Hwy 6 South
42	Christ United Methodist Church 4201 State Hwy 6 South
64	Mary Branch Elementary 2040 W. Villa Maria Bryan, Tx.
68	Peach Creek Community Center 2216 Peach Creek Road
72	Lincoln Center 1000 Eleanor
74	Lincoln Center 1000 Eleanor
80	Brazos Valley Bank 4030 Hwy 6 South

Section 4. Early voting by personal appearance and mail. The period for early voting by personal appearance shall be October 20, 2008 through October 31, 2008 [NOTE: October 18 is the 17th day before election day; it is a Saturday]. Applications for early voting by mail shall be delivered to the Early Voting Clerk, no earlier than September 5, 2008, and no later than the close of business on October 28, 2008. The Early Voting Clerk for said election shall be the Brazos County Clerk. The Early Voting Clerk shall appoint employees and additional assistance by qualified individuals of the community to serve as deputy early voting clerks to assist the Early Voting Clerk at the early voting polling places. Early voting by personal appearance shall be conducted on the days and during the hours as follows:

Early Voting Locations

Brazos County Courthouse
300 E. 26th Street Suite 108
Bryan, Texas

Arena Hall
Tabor Road and N. Earl Rudder Freeway
Bryan, Texas

Galilee Baptist Church
804 N. Logan
Bryan, Texas

Grace Bible Church – Southwood
1901 Harvey Mitchell Pkwy
College Station, Texas

Memorial Student Center
TAMU Campus
College Station, Texas

Early Voting Hours

October 20 – October 24, 2008 Monday – Friday	8:00 am – 5:00 pm
October 25, 2008	8:00 am – 8:00 pm Saturday
October 26, 2008	10:00 am – 3:00 pm
October 27, 2008 – October 31, 2008 Monday – Friday	8:00 am – 8:00 pm

Section 5. The early voting ballots shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Judge and the Alternate Election Judge of the Early Voting Ballot Board shall be selected by the political parties in Brazos County.

Section 6. The method of voting in said election shall be by ballots that conform to the requirement of the Texas Election Code.

Section 7. All resident, qualified electors of said City shall be entitled to vote at said election.

Section 8. A substantial copy of this Ordinance shall serve as proper notice of the Election, which notice shall be given by posting substantial copies of this Ordinance in both English and Spanish on the bulletin board at the City Hall of the City used for the posting of notices of meetings of the City Council of the City and at three (3) other public places within the City not later than the twenty-first (21st) day prior to the date upon which the Election is to be held; and substantial copies of this Ordinance in both English and Spanish shall be published on the same day in each of two (2) successive weeks in a newspaper of general circulation in the City, the date of the first publication to be not less than fourteen (14) days nor more than thirty (30) days prior to the date of the Election.

Section 9. The City Secretary, City of College Station, is hereby responsible for any necessary submissions to the U.S. Department of Justice for preclearance of said election under the Federal Voting Rights Act.

Section 10. At said election the following PROPOSITIONS shall be submitted in accordance with law:

PROPOSITION NO. 1

Shall the City Council of the City of College Station, Texas, be authorized to issue, in accordance with law at the time of issuance, the bonds and notes of the City, in one or more series or issues, in the aggregate principal amount of \$48,785,000 with the bonds or

notes of each such series or issues, respectively, to mature serially or otherwise within not to exceed forty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, for the construction of street and transportation improvements throughout the City including, without limitation, traffic signals, sidewalks, hike and bike trails and pedestrian improvements; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and notes and provide a sinking fund to pay the bonds and notes at maturity?

PROPOSITION NO. 2

Shall the City Council of the City of College Station, Texas, be authorized to issue, in accordance with law at the time of issuance, the bonds and notes of the City, in one or more series or issues, in the aggregate principal amount of \$8,385,000 with the bonds or notes of each such series or issues, respectively, to mature serially or otherwise within not to exceed forty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, for the expansion and equipping of the City's library; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and notes and provide a sinking fund to pay the bonds and notes at maturity?

PROPOSITION NO. 3

Shall the City Council of the City of College Station, Texas, be authorized to issue, in accordance with law at the time of issuance, the bonds and notes of the City, in one or more series or issues, in the aggregate principal amount of \$6,990,000 with the bonds or notes of each such series or issues, respectively, to mature serially or otherwise within not to exceed forty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, for the constructing and equipping of a new fire station building; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and notes and provide a sinking fund to pay the bonds and notes at maturity?

PROPOSITION NO. 4

Shall the City Council of the City of College Station, Texas, be authorized to issue, in accordance with law at the time of issuance, the bonds and notes of the City, in one or more series or issues, in the aggregate principal amount of \$12,790,000 with the bonds or notes of each such series or issues, respectively, to mature serially or otherwise within not to exceed forty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, the purchase of land and the construction of improvements for parks or other recreational purposes, including the construction and equipping of the Lick Creek Nature Center and the expansion of Lincoln Center; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and notes and provide a sinking fund to pay the bonds and notes at maturity?

PROPOSITION NO. 5

Shall the City Council of the City of College Station, Texas, be authorized to issue, in accordance with law at the time of issuance, the bonds and notes of the City, in one or more series or issues, in the aggregate principal amount of \$7,050,000 with the bonds or notes of each such series or issues, respectively, to mature serially or otherwise within not to exceed forty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, for constructing and equipping a new community center; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and notes and provide a sinking fund to pay the bonds and notes at maturity?

PROPOSITION NO. 6

Shall the City Council of the City of College Station, Texas, be authorized to issue, in accordance with law at the time of issuance, the bonds and notes of the City, in one or more series or issues, in the aggregate principal amount of \$26,300,000 with the bonds or notes of each such series or issues, respectively, to mature serially or otherwise within not to exceed forty years from their date, and to be sold at such prices and bear interest at such rates, as shall be determined within the discretion of the City Council, for constructing and equipping a new City Hall and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and notes and provide a sinking fund to pay the bonds and notes at maturity?

Section 11. The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITIONS, with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

PROPOSITION NO. 1

FOR)
THE ISSUANCE OF \$48,785,000 TAX BONDS AND NOTES FOR
STREET AND TRANSPORTATION IMPROVEMENTS.
AGAINST)

PROPOSITION NO. 2

FOR)
THE ISSUANCE OF \$8,385,000 TAX BONDS AND NOTES FOR
LIBRARY IMPROVEMENTS.
AGAINST)

PROPOSITION NO. 3

FOR)
THE ISSUANCE OF \$6,990,000 TAX BONDS AND NOTES FOR
FIRE SAFETY IMPROVEMENTS
AGAINST)

PROPOSITION NO. 4

FOR)
THE ISSUANCE OF \$12,790,000 TAX BONDS AND NOTES FOR
PARKS OR OTHER RECREATIONAL IMPROVEMENTS
AGAINST)

PROPOSITION NO. 5

FOR)
THE ISSUANCE OF \$7,050,000 TAX BONDS AND NOTES FOR
CONSTRUCTING AND EQUIPPING A COMMUNITY CENTER
AGAINST)

PROPOSITION NO. 6

FOR)
THE ISSUANCE OF \$26,300,000 TAX BONDS AND NOTES FOR
CONSTRUCTING AND EQUIPPING A CITY HALL.
AGAINST)

Section 12. In all respects said election shall be conducted in accordance with the Texas Election Code.

Section 13. This Ordinance shall be effective immediately from and after its passage.

PASSED AND APPROVED this _____.

Mayor, City of College Station, Texas

ATTEST:

City Secretary, City of College Station, Texas

APPROVED AS TO FORM:



Bond Counsel

2008 Bond Election Voter Education Plans

Purpose and Mission

The purpose of the bond election is to seek voter approval for the city to borrow money to fund a specific list of items that the City Council and Bond Committee have determined most important.

The mission is to provide clear, factual, and lay-friendly information that will allow voters to make educated choices. It should not be the mission of the city to promote any specific items or groups of items but only to provide all the information and facts that will allow the voters to make informed choices.

Situational Analysis

The City of College Station held its last bond election in 2003. The results of that election were that all propositions except one charter amendment passed.

College Station is a very educated college community that generally supports municipal government referendums when the information they receive is clear, factual and allows them to make an informed decision. However, as with most communities, many citizens do not take the time to vote. It is imperative, if elections are to be considered a true picture of what the community wants, that a broader range of voters must become informed, feel that the election is important to their future quality of life, and encouraged to vote.

The challenge will be to:

- ü reach all age, ethnic and special interest groups
- ü motivate them to become part of the process
- ü offer them easy to understand and factual information
- ü give them a reason to feel their voice is important
- ü a convenient place and time to vote

Voter Education Strategy and Objectives

- ü Inform voters projects, with the exception of the City Hall proposition, do not require tax increase; and educate them on the bonding process and the 5/7 year plan, and the built in inflationary estimates
- ü Promote this as a community engagement issue

- ü Develop a team of key staff members to work as a bond election task force
- ü Develop a timeline for the process by working backwards from the election
- ü Develop a budget for the process
- ü Identify an ad hoc group of citizens, to include CIP committee, as potential focus group and/or key communicators for the bond election
- ü Rely primarily on the written brochure, in-house video, and various free public relations tools to communicate the information.
- ü The city will expend funds on a voter education campaign of the projects, and will not advocate one particular project or set of projects over another

Tactical Programs

- ü Identify potential questions by the media and citizen groups
- ü Gather the facts, costs and benefits regarding each project item on the ballot.
- ü Develop written brochure
- ü Develop short video to help explain the issues and use on Channel 19
- ü Develop Web Page that allows all information to be accessed 24-7
- ü Utilize Channel 19 and Utility Bill Insert to communicate
- ü Offer presentations to public groups and organizations to help explain the issues and answer questions.
- ü Town Hall Meeting with power point presentation
- ü Plans for use of social media to include TxAggs, Facebook, MySpace and UTube.
- ü Meet with Eagle Editorial Board
- ü Offer Special Editorial to the Eagle
- ü Radio and television interviews as deemed appropriate
- ü Use of city news hotline and AM radio station
- ü Use of Access, e-newsletter

Tentative Timeline

July 15	Draft Communications Plan Research mail options and report
July 31	Determine budget for the voter education
August 1	Final Plan approval to CMO Broadcast staff begins gathering footage
August 18, 2008 -	Council to approve bond language and educational plans

August 19	Speakers Bureau begin scheduling for September 15
Aug 25-Sept 22	Bond Brochure draft/approval Spanish interpretation Design/Layout
<u>September 11</u>	Brochure draft to City Council
September 15	Video presentation and power point complete Begin employee education "Inside College Station" copy due for design
<u>September 23</u>	Brochure to printer
September 25	First cycle of "Inside College Station" resident newsletter distributed in utility bills
October 10	Brochure mailed
<u>October 15</u>	Town Hall Meeting at Conference Center
<u>October 17</u>	Consider doing Coffee with Mayor on this topic
Oct 10-20	Use of social media options Town Hall Meeting Meet with Editorial Board Meet with KBTX Staff Talk Radio Interviews Special to the EAGLE by Mayor
October 20-31	Early Voting
November 4, 2008 -	Election Date

Evaluation

In order to measure the success of the current campaign against past efforts, the voter turnout for the 2003 election was 5.8% of registered voters or 2,273.

Set a goal of a minimum 7% voter turnout for this election.

August 18, 2008
Regular Agenda Item No. 10
Wolf Pen Creek Tax Increment Finance Board
Council Member Appointment

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointment of a Council member to serve on the Wolf Pen Creek Tax Increment Finance Board for a two year term. James Massey resigned from the Board upon his taking the oath of office in May, 2007.

Attachments:

Membership list

Resignation letter from James Massey

Wolf Pen Creek TIF Board

Staff Liaison:
Jeff Kersten

Name	Original Appt.	Address	Phone
Sharon Colson Chairman (12/09)	1999	1116 Neal Pickett College Station, TX 77840	845-5611 (W)
Marsha Sanford Vice Chairman (12/09)	1999	4603 Shoal Creek College Station, TX 77845	846-2894 (W)
Marc Chaloupka CSISD	1999	TAMU Presidential Conference Center College Station, TX 77843	862-3488 (W)
Kenny Mallard County	2003	300 E 26 th Street, Room 116 Bryan, TX 77803	361-4105 (W)
<i>Vacant</i>			

Membership

This board was created in December 1988. Each member holds a 2 year term; 3 members represent the City of College Station appointed by the Council, 1 member from the County and 1 member are selected by the College Station School Board. The Chairman is appointed annually by City Council for (1) year term beginning January 1. A Vice Chairman, Secretary, etc. may be appointed by the Board of Directors. One person may hold more than one office, except the Chairman shall not hold the office of Secretary.

James Massey

3305 Mildonhall Ct
College Station, Texas 77845
(979) 693-1072

May 19, 2007

Ms. Connie Hooks, TRMC, CMC
College Station City Secretary
P.O. Box 9960
College Station, Texas 77842

Dear Connie,

Given my recent election to Place 2 on the City Council, effective at the point of taking the oath for that position, I respectfully resign my appointed position on the Wolf Pen Tax Increment Finance Board. I expect that the vote canvassing and the associated swearing-in ceremony will occur on Tuesday, May 22, 2007.

Please express my gratitude to the Council for appointing me to this position. I also appreciate the opportunity to serve in this capacity and look forward to the continued partnership of the Board Members with the Council in support of the growth and development of this important district of our city.

Sincerely,

A handwritten signature in black ink that reads "James Massey". The signature is written in a cursive style with a large, looping initial "J" and a long, sweeping tail.

James Massey

cc: Mayor and City Council
Ms. Sharon Colson, Chair, Wolf Pen Creek TIF Board