



**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**  
**Thursday, September 25, 2008 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

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

**Consent Agenda**

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

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

a. Presentation, possible action, and discussion of minutes for City Council workshop and regular meetings, September 11, 2008; City Council Special Meeting, August 25, 2008.

- b. Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02, and consideration for a Resolution to support and execute a Compliance Certification Letter to the Attorney General.
  
- c. Presentation, possible action and discussion regarding the authorization of payment from the Brazos Valley Solid Waste Management Agency (BVSWMA) Fund for a City of Bryan Compost Operations Invoice in the amount of \$80,000.00.
  
- d. Presentation, possible action and discussion regarding approval of a contract with Polaris Library Systems, in an amount not to exceed \$75,000 for the City of College Station's portion of the Polaris Library Systems contract, to provide an integrated library computerized system consisting of hardware, software and related services for the Bryan College Station Public Library System using Doak Estate Charitable Trust funds.
  
- e. Presentation, possible action and discussion regarding a resolution to approve contract #08-284 in an amount not to exceed \$229,510.00 with Envirosolve, Inc. to provide Household Hazardous Waste Collection Services.
  
- f. Presentation, possible action, and discussion regarding approval of an agreement with the Carter Lake Water Supply Corp. for the City to own and operate the Carter Lake Wastewater treatment plant and wastewater collection system, at no cost.
  
- g. Presentation, possible action, and discussion regarding a Resolution approving a contract with JAMAL Building Systems, Inc. in an amount not to exceed \$78,000, for the construction of a new, affordable single-family residence at 1123 Phoenix Street using federal HOME Investment Partnership Grant (HOME) funds.
  
- h. Presentation, possible action, and discussion regarding a Resolution approving a contract with JAMAL Building Systems, Inc. in an amount not to exceed \$85,000, for the construction of a new, affordable, single-family residence at 1208 Phoenix Street using federal HOME Investment Partnership Grant (HOME) funds.
  
- i. Presentation, possible action, and discussion regarding Change Order No. 1 to the professional services contract with Mitchell & Morgan, LLP (Contract No. 07-201) in the amount of \$5,400.00.
  
- j. Presentation, possible action and discussion regarding approval of Resolution adopting the interlocal government agreement with Brazos County for the conduct and management of a joint election to be held on November 4, 2008.
  
- k. Discussion and possible action to approve purchase requests for FY'09, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.
  
- l. Presentation, possible action, and discussion regarding an animal housing agreement with the Brazos Animal Shelter.

- m. Presentation, possible action, and discussion regarding an animal control agreement with Texas A&M University.

### **Regular Agenda**

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

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

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

1. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Single-Family Residential, Medium Density to Planned Development for 3.31 acres located 510 Chimney Hill, generally located west of the intersection of Arguello Drive and Chimney Hill Drive.
2. Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2008-2009 Budget; and presentation, possible action and discussion ratifying the property tax increase reflected in the budget.
3. Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2008-2009 advertised ad valorem tax rate of \$0.450000 per \$100 assessed valuation.
4. Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for water service by implementing a conservation rate system for Residential customers and a 10% rate increase for Commercial customers.
5. Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for electric services an average of nine percent (9%) and adding renewable wind rates.

- 6. Presentation, possible action, and discussion regarding an ordinance annexing 1.02 acres on Rock Prairie Road West under the exempt status.
- 7. Presentation, possible action and discussion of the City's new Facebook page.
- 8. Presentation, possible action and discussion regarding the acceptance of the final report from Quimby McCoy Preservation Architecture, LLP (Contract #07-89) regarding an inventory and survey of historical structures and places within the older neighborhoods to the south and east of the Texas A&M University campus, and identification of potential landmarks and historic districts in these areas.
- 9. Presentation, possible action, and discussion regarding the City's appointments to the Brazos Animal Shelter's Board of Directors..
- 10. Adjourn.

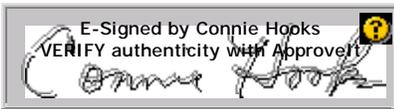
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

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

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, September 25, 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 22<sup>nd</sup> day of September, 2008 at 1:00 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](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 22, 2008 at 1:00 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](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.

**September 25, 2008**  
**Consent Agenda Item No. 2b**  
**Impact Fees Semi-Annual Report and Compliance Certification**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02, and consideration for a Resolution to support and execute a Compliance Certification Letter to the Attorney General.

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

**Summary:** The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. Earlier this year four of five impact fees were updated by Council in accordance with State Law. The remaining impact fee 03-02 is currently being analyzed by our consultant Rimrock for a 5-year update.

Additionally the Texas Local Government Code Chapter 395.082 requires an Annual Certification Letter from the City to the Texas Attorney General by the last of day of City's fiscal year stating simply that the City's impact fee program in compliance with State Law.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On September 4, 2008 the Advisory Committee discussed and unanimously recommended support the Semi-Annual Report and Compliance Certification Letter to be forwarded to City Council for consideration.

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

**Attachments:**

1. 8/27/08 Impact Fee Semi-Annual Report
2. Resolution
3. Compliance Certification Letter to the Attorney General



CITY OF COLLEGE STATION

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

**MEMORANDUM**

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**DATE:** August 27, 2008  
**TO:** Planning and Zoning Commission  
**FROM:** Alan Gibbs, P.E., City Engineer  
**SUBJECT:** Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

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

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

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. Earlier this year four of five impact fees were updated by Council in accordance with State Law. The remaining impact fee 03-02 is currently being analyzed by our consultant Rimrock for a possible 5-year update. The following is a current status report for each of the five impact fees:

92-01 Sanitary Sewer (Graham Road ) ( 508 ac. ) \$316.07/LUE  
This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan ( CIP ), revised again to the \$232.04/LUE in 2000 and to the

current amount earlier this year. The CIP consists of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last 6 months are \$0.00 for total amount of \$315,128.45 (per Account #250-0000-101.00-00).

97-01 Sanitary Sewer (Spring Creek – Nantucket ) ( 2000 ac.) \$98.39/LUE

This fee was implemented in December 1997 at \$349.55/LUE and was revised to the current amount earlier this year. The CIP consists of Phase I (east of Hwy 6 ) and Phase II (west of Hwy 6 ). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II is estimated to cost \$1,350,000 which was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last 6 months are \$20,364.45 for total amount of \$500,843.65 (per Account #251-0000-101.00-00).

97-02B Sanitary Sewer ( Alum Creek – Pebble Hills ) ( 608 ac. ) \$59.42/LUE

This fee was implemented in December 1997 at 243.38/LUE and was revised to the current amount earlier this year. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last 6 months are \$973.52 for total amount of \$19,564.76 (per Account #252-0000-101.00-00).

99-01 Water ( Harley )( 158 ac. ) \$769.91/LUE

This fee was implemented in April 1999 at \$550.00/LUE and was revised to the current amount earlier this year. The CIP consists of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000 ). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last 6 months are \$0.00 for total amount of \$7,789.15 (per Account #240-0000-101.00-00).

03-02 Sanitary Sewer (Steeplechase) (715 acres) \$300.00/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE and has not been revised. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. A 5-Year Update Report is due this year.

Fees collected over the last 6 months are \$5,400.00 for total amount of \$6,609.65 (per Account #253-0000-101.00-00).

The Texas Local Government Code Chapter 395.082 requires an annual certification letter from the City to the Texas Attorney General stating essentially that the City's impact fee program in compliance with state law which is now due. With your direction, this Semi-Annual Report and the noted Compliance Certification Letter will be forwarded to City Council for their information and the Mayor's execution of the certification.

Attachment:

"Compliance Certification Letter"

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE COMPLIANCE CERTIFICATION LETTER TO THE ATTORNEY GENERAL CERTIFYING THE CITY IS IN COMPLIANCE WITH CHAPTER 395, LOCAL GOVERNMENT CODE.**

WHEREAS, the City Council of the City of College Station, Texas, has implemented impact fees in accordance with Chapter 395 of the Texas Local Government Code; and

WHEREAS, the City is required to submit a written certification verifying compliance with Chapter 395 of the Texas Local Government Code to the Attorney General each year; and

WHEREAS, the Impact Fee Advisory Committee acted on September 4, 2008, unanimously recommending the required Compliance Certification Letter be forwarded to City Council for consideration for execution; now, therefore,

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

PART 1: That the City Council hereby authorizes the Mayor to execute the Compliance Certification Letter to the Attorney General.

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

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

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:



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



**COMPLIANCE CERTIFICATION LETTER**

**September 25, 2008**

**Attorney General Greg Abbott  
Office of the Attorney General  
PO Box 12548  
Austin, TX 78711\_2548**

**Dear Attorney General Abbott:**

**This statement certifies compliance with Chapter 395, Local Government Code for the City of  
College Station, Texas.**

**Sincerely,**

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**Ben White  
Mayor  
City of College Station**

**September 25, 2008**  
**Consent Agenda Item No. 2c**  
**City of Bryan Compost Operations Payment Authorization**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding the authorization of payment from the Brazos Valley Solid Waste Management Agency (BVSWMA) Fund for a City of Bryan Compost Operations Invoice in the amount of \$80,000.00.

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

**Summary:** This item will authorize payment in the amount of \$80,000.00, for the Fiscal Year 2008 Bryan Compost Facility Costs, which is a non- departmental expenditure in the FY2007-2008 BVSWMA approved budget. The expenditure partially compensates the City of Bryan for the Compost Facility operating deficit, as the continued operation of the facility provides a saving in airspace at the Rock Prairie Road Landfill. The BVSWMA Policy Advisory Board approved the BVSWMA budget on August 23, 2007, and City of College Station Council approved the BVSWMA budget on September 13, 2007. **As this payment is in excess of \$50,000, it will require the approval of the Bryan City Council.**

**Budget & Financial Summary:** Funds are available and budgeted in the Brazos Valley Solid Waste Management Agency Fund.

**Attachments:**

1. City of Bryan Compost Operations Payment Invoice

CITY OF BRYAN  
P O BOX 1000  
BRYAN, TX 77805

(979) 209-5000

DATE: 9/03/08

TO: BVSWMA  
CITY OF COLLEGE STATION  
PO BOX 9960  
COLLEGE STATION, TX 77842

CUSTOMER NO: 18/13667

TYPE: CP - COMPOST FACILITY CUSTOMER

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
MISC	0/00/00	BEGINNING BALANCE			.00
	9/02/08	COMPOST OPERATIONS			80,000.00

\*\*\* PAYMENT IS DUE UPON RECEIPT \*\*\*

CURRENT	LATE PYMT	OVER 30 DY	OVER 60 DY
80000.00			

DUE DATE: 9/03/08

PAYMENT DUE: 80,000.00  
TOTAL DUE: \$80,000.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/03/08 DUE DATE: 9/03/08 NAME: BVSWMA  
CUSTOMER NO: 18/13667 TYPE: CP - COMPOST FACILITY CUSTOMER

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF BRYAN  
P O BOX 1000  
BRYAN TX 77805  
(979) 209-5000

TOTAL DUE: \$80,000.00

**September 25, 2008**  
**Consent Agenda Item No. 2d**  
**Bryan+College Station Public Library System Computer**  
**Software Contract Approval Presentation**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding approval of a contract with Polaris Library Systems, in an amount not to exceed \$75,000 for the City of College Station's portion of the Polaris Library Systems contract, to provide an integrated library computerized system consisting of hardware, software and related services for the Bryan+College Station Public Library System using Doak Estate Charitable Trust funds.

**Recommendation(s):** Staff recommends approval of the Polaris Library Systems contract effective October 1, 2008.

**Summary:** The Bryan+College Station Public Library System currently uses a Horizon – Sirsi/Dynix operating software system to operate its library system functions. This includes the books and other materials inventory and check-out system for all of the libraries in its system, including the College Station Ringer Library. This system has been in use in some form or fashion since 1957. With the speed of changing technologies and software improvements today, this system is no longer able to be supported by the software provider and needs to be replaced with a total system upgrade for the library operating system. Polaris Library Systems software is the preferred system in use by many other library systems in Texas. Dallas, Weatherford, Plano, Arlington, Deer Park and McKinney are just a few of the library systems that have migrated from the Sirsi/Dynix software to the Polaris software.

**Budget & Financial Summary:** The computerized library operating system cost for the entire library system is estimated at approximately \$150,000 with College Station sharing half the cost of the project with the City of Bryan. Funds have been budgeted in the amount of \$75,000 from the Restricted Gifts Account Fund for FY 08-09 that includes donations from the Doak Estate Charitable Trust. The City of Bryan would invoice the City of College Station for its portion of the contract payment, and the City of Bryan would then pay Polaris Library Systems the contract amount. This funding is contingent upon the approval of the proposed FY 08-09 Operating Budget that includes the College Station Ringer Library budget and becomes effective October 1, 2008.

**September 25, 2008**  
**Consent Agenda Item No. 2e**  
**Contract for Household Hazardous Waste Collection Services**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding a resolution to approve contract #08-284 in an amount not to exceed \$229,510.00 with EnviroSolve, Inc. to provide Household Hazardous Waste Collection Services.

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

**Summary:** This purchase is for collection and disposal services for household hazardous waste. The Brazos Valley Solid Waste Management Agency (BVSWMA) in cooperation with the City of Bryan and City of College Station Sanitation Division conducts a semi-annual event at the TAMU University Services Building. These events (each spring and fall) allow individual households in the Brazos Valley to bring their household hazardous wastes free of charge. The contractor is responsible for disposing of these wastes in accordance with all local, state, and federal environmental laws. The contractor is also responsible for submitting to BVSWMA a detailed analysis of all the waste collected and the disposal methods used.

EnviroSolve, Inc. was the lowest of three responding bidders for Invitation to Bid #08-88, which opened on August 18, 2008. This is an annual contract to supply BVSWMA with collection, categorization, packaging, transportation, recycling and disposal services for household hazardous waste. This 2008 contract #08-284 is in an amount not to exceed \$229,510.00 for two events. The 2007 contract amount was \$179,474.00 and the actual amount spent for the last two events was \$145,980.19. BVSWMA will only be charged for the actual amount of waste received, processed, and disposed of by the contractor.

**Budget & Financial Summary:** Funds are available and budgeted in the Brazos Valley Solid Waste Management Agency Fund. **As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.**

**Attachments:**

1. HHW Collection Resolution
2. HHW Collection Bid Tabulation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THE COLLECTION OF HOUSEHOLD HAZARDOUS WASTE AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the Collection of Household Hazardous Waste; and

WHEREAS, the selection of Envirosolve, Inc. is being recommended as the lowest responsible bidder for the services related to the Collection of Household Hazardous Waste ; 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 Envirosolve, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Envirosolve, Inc. for \$229,510.00 for the labor, materials and equipment required for the Collection of Household Hazardous Waste.

PART 3: That the funding for these services shall be as budgeted from the Brazos Valley Solid Waste Management Agency Account in the amount of \$229,510.00

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

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

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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

**HHHW COLLECTION SERVICES  
 BID TABULATION #08-88  
 BWSWMA**

Description	Envirosolve, Inc.		Clean Harbors		Philip Reclamation Svcs.	
	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Recyclable Paint	\$100.00	\$137,500.00	\$125.00	\$171,875.00	\$230.00	\$316,250.00
Non-Recyclable Paint	\$400.00	\$17,600.00	\$495.00	\$21,780.00	\$535.00	\$23,540.00
Cleaners, Acids, Bases	\$200.00	\$3,600.00	\$250.00	\$4,500.00	\$215.00	\$3,870.00
Oxides	\$225.00	\$4,725.00	\$250.00	\$5,250.00	\$293.00	\$6,153.00
Flammable Liquids	\$115.00	\$5,750.00	\$75.00	\$3,750.00	\$150.00	\$7,500.00
Flammable Solids	\$550.00	\$4,950.00	\$595.00	\$5,355.00	\$605.00	\$5,445.00
Pesticide Liquids	\$200.00	\$9,000.00	\$325.00	\$14,625.00	\$210.00	\$9,450.00
Pesticide Solids	\$550.00	\$1,650.00	\$900.00	\$2,700.00	\$692.00	\$2,076.00
PCB's	\$300.00	\$300.00	\$220.00	\$220.00	\$495.00	\$495.00
Water Reactives	\$125.00	\$125.00	\$125.00	\$125.00	\$100.00	\$100.00
Cyanides	\$125.00	\$125.00	\$125.00	\$125.00	\$100.00	\$100.00
Sulfur	\$275.00	\$275.00	\$250.00	\$250.00	\$215.00	\$215.00
Organic Peroxides	\$125.00	\$125.00	\$125.00	\$125.00	\$100.00	\$100.00
Asbestos	\$200.00	\$200.00	\$125.00	\$125.00	\$110.00	\$110.00
Arsenical Pesticies	\$200.00	\$200.00	\$305.00	\$305.00	\$215.00	\$215.00
Mercury (MFD, Articles)	\$125.00	\$250.00	\$175.00	\$350.00	\$128.00	\$256.00
Mercury (elemental)	\$125.00	\$125.00	\$175.00	\$175.00	\$128.00	\$128.00
Recyclable Batteries	\$250.00	\$250.00	\$0.00	\$0.00	\$200.00	\$200.00
Non-Recyclable Batteries	\$400.00	\$400.00	\$295.00	\$295.00	\$310.00	\$310.00
Aerosols	\$150.00	\$1,200.00	\$215.00	\$1,720.00	\$162.00	\$1,296.00
Propane	\$225.00	\$450.00	\$489.00	\$978.00	\$250.00	\$500.00
Gas Cylinders (exc. Propane)	\$500.00	\$500.00	\$225.00	\$225.00	\$450.00	\$450.00
Empty Non-DOT Drum	\$20.00	\$400.00	\$15.00	\$300.00	\$25.00	\$500.00
Fluorescent Bulbs non-PCB	\$175.00	\$350.00	\$95.00	\$190.00	\$160.00	\$320.00
Fluorescent Bulbs with PCB	\$200.00	\$200.00	\$100.00	\$100.00	\$235.00	\$235.00
Antifreeze	\$60.00	\$360.00	\$0.00	\$0.00		\$0.00
Used Motor Oil	\$60.00	\$2,400.00	\$0.00	\$0.00		\$0.00
<b>Section I Total</b>		\$193,010.00		\$235,443.00		\$379,814.00
Mobilization	\$18,250.00	\$36,500.00		\$18,000.00	\$8,242.00	\$16,484.00
<b>Section II Total</b>		\$36,500.00		\$18,000.00		\$16,484.00
<b>GRAND TOTAL (Sections I &amp; II)</b>		<b>\$229,510.00</b>		<b>\$253,443.00</b>		<b>\$396,298.00</b>

**September 25, 2008**  
**Consent Agenda Item No. 2f**  
**Carter Lake Wastewater Treatment Plant Agreement**

**To:** Glenn Brown, City Manager

**From:** Dave Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of an agreement with the Carter Lake Water Supply Corp. for the City to own and operate the Carter Lake Wastewater treatment plant and wastewater collection system, at no cost.

**Recommendation:** Staff recommends Council approve this agreement.

**Summary:** On 29 March 2008, the City annexed the Carter Lake area. Approximately 20 of the homes in this area have sewer service provided by a small lagoon treatment plant, owned by the Carter Lake Water Supply Corporation (CLWSC). The Annexation Service Plan included the City taking over the wastewater treatment plant, wastewater collection system, and the associated customers, easements, and Certificate of Public Convenience and Necessity (CCN).

Staff has negotiated an agreement at no cost, whereby the City will obtain everything required for complete operation of the wastewater treatment process, including all equipment, infrastructure, easements, customer information, and the CCN certificate. Staff is satisfied that all the required documentation has been provided, and that applications to change the CCN to the City will be properly made to TCEQ. If City Council approves, then the residents of this area will become City sewer customers as of October 1, 2008.

These customers will be charged the "package plant" sewer rate, which is a flat monthly fee of \$40. In the future, as surrounding areas develop and sewer mains are installed in the vicinity of this treatment plant, the City will extend those lines, put these customers on the City collection system, and take the lagoons out of service. At that time, these customers will be charged the sewer fees for households that are outside the City water service area, where sewer fees are determined by demonstrated historical water usage. Once the City takes the lagoons completely out of service, the City's easement for the property will be cancelled, and full use of the property will be restored to the CLWSC or its assigns.

Staff recommends approval of this agreement, since it will fulfill the City's commitment under the Annexation Service Plan.

**Budget & Financial Summary:** Funds for the operation of this plant are included in the FY-09 Wastewater Operations budget.

**Attachment:**  
Agreement

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

THIS AGREEMENT is made this the   1   day of   October   2008, (the "Effective Date") by and between the City of College Station, a Texas Home-Rule Municipality (the "City") and Carter Lake Water Supply Corporation, a Texas Non-Profit Water Supply Corporation ("Carter Lake").

WHEREAS, the City annexed the Carter Lake Subdivision; located generally northeast of the intersections of Rock Prairie Road with Harris Road and Bradley Road, pursuant to Ordinance No. 3049, which became effective the 29<sup>th</sup> day of March 2008; and

WHEREAS, Carter Lake owns, operates and maintains a wastewater treatment plant which includes the aerated lagoons, sewer mains and piping, and all appurtenances necessary for the operation and maintenance of the wastewater treatment plant within the Carter Lake Subdivision for the use of Carter Lake Subdivision residents (collectively referred to as the "Plant"); and

WHEREAS, Carter Lake owns by deed recorded in Volume 970, Page 515 of the Official records of Brazos County, Texas, property in the Carter Lake Subdivision in which the Plant is located, such property more thoroughly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Plant Property"); and

WHEREAS, property owners served by the Plant have conveyed to Carter Lake wastewater utility easements for the ownership, operation and maintenance of the collection lines; and

WHEREAS, Carter Lake has right, title and interest in the Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity No.20708 issued to the Carter Lake Water Supply Corporation ("CCN"); and

WHEREAS, Carter Lake has right, title and interest in the TCEQ Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0013153-001 issued to the Carter Lake Water Supply Corporation ("Discharge Permit"); and

WHEREAS, the City's annexation service plan for the abovereferenced annexation prepared pursuant to Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE states that "the City of College Station will take over ownership, operation, and maintenance of the Carter Lake wastewater treatment facility"; and

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

WHEREAS, Carter Lake desires to convey, and the City desires to acquire, Carter Lake's ownership, operation, and maintenance of the Plant, as well as all associated easements, the CCN, and the Discharge Permit;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and Carter Lake hereby agree as follows:

1. Carter Lake agrees to convey and the City agrees to acquire the following property:

a. All right, title and interest in and to the Plant. An inventory of the components of the Plant being conveyed, including as-built plans is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes. The Bill of Sale granting title shall be in a form approved by the City and shall include a representation by Carter Lake that the collection lines exist within legal easements.

b. A dedicated blanket easement in the Plant Property as more thoroughly described in Exhibit "A" (the "Easement").

c. All wastewater utility easements conveyed to Carter Lake from property owners served by the Plant ("Utility Easements")

d. CCN No. 20708 and Discharge Permit WQ0013153-001 which authorize operation of the Plant.

e. Originals, or copies, of the Plant Property deed and survey, TPDES discharge permit, discharge monitoring reports for at least the last three (3) years, TCEQ correspondence, historical plant operating and maintenance records, business records, contracts, invoices and manuals related to the Plant in Carter Lake's possession.

f. All assignable warranties and guarantees (express or implied) in connection with the Plant.

2. Carter Lake will perform the following:

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

- a. Carter Lake will obtain from all property owners who are members of the Carter Lake Water Supply Corporation or property owners who are served by the same a signed, notarized statement in a form acceptable to the City acknowledging that the property owner, their successors and assigns, will:
- i. have their private septic tanks cleaned at a minimum every three (3) years and submit a copy of the invoice for work performed to the City within thirty (30) from the date the work is performed;
  - ii. provide the City with a copy of the Liquid Waste Manifest;
  - iii. if they do not have their private septic tanks cleaned at least every three (3) years, permit the City and/or any individual contracted by the City to enter their property and at the City's discretion either disconnect the noncompliant property owner's customer service line from the collection system, or clean the property owner's septic tank and bill the owner for the independent service provider's costs and the City's cost in coordinating and scheduling the work;
  - iv. allow the City to find, identify, and inspect (televised inspection or spot dig) the collection system on their property served or potentially served by the Plant;
  - v. begin paying the monthly sewer fee as required under the City of College Station's Code of Ordinances adopted fee schedule beginning on the date the City takes over operation and maintenance of the Plant;
  - vi. assist the City as necessary in transferring the TCEQ CCN No. 20708 and the Discharge Permit No. WQ0013153-001 from Carter Lake to the City by signing any documents needed to expedite or complete the required TCEQ applications including but not limited to the Sale/Merger/Transfer Application that will dissolve the Carter Lake CCN No. 20708 and transfer the service area to the City's CCN 20126; and
  - vii. agree to remove their septic tanks from service, at their expense, and connect directly into the collection system upon the decommissioning of the Plant.

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

b. Within thirty (30) days after the Effective Date, the City and Carter Lake will determine if any collection line or portion of collection line is located outside a Utility Easement. In that event, Carter Lake will, within thirty (30) days following the date of such joint determination, obtain from the property owners a ten foot (10') wastewater utility easement located five feet (5') on either side of the wastewater collection line on their property, in a form acceptable to the City. In the event the property owner's deed or the Carter Lake Subdivision Plat specifies a wastewater utility easement on their property that is greater than ten feet (10'), the easement of greater width shall be required.

c. Carter Lake will assist the City as necessary in transferring the TCEQ CCN No. 20708 and the Discharge Permit No. WQ0013153-001 from Carter Lake to the City by signing any documents needed to expedite or complete the required TCEQ applications including but not limited to the Sale/Merger/Transfer Application that will dissolve the Carter Lake CCN No. 20708 and transfer the service area to the City's CCN 20126.

3. The City will perform the following:

a. Pay for any survey required to establish the Easement and the Utility Easements with such survey for the Easement automatically included in this Agreement as the accurate description of the Plant Property;

b. Pay all TCEQ fees necessary to transfer the discharge permit and the CCN; and

c. Maintain and operate the wastewater treatment plant and collection system from the Effective Date as required by the TCEQ rules including permit renewals and all reports.

4. The Parties agree that upon transfer of the CCN and Discharge Permit to the City, and dissolution of the Carter Lake Water Supply Corporation, Carter Lake will convey the deed to the Plant Property to the Carter Lake Homeowners Association subject to the Easement granted to the City herein.

5. When the City no longer requires the Plant, the City agrees to:

a. reclaim the aerated lagoons in a manner meeting TCEQ requirements;

**Operation and Transfer Agreement**  
**Carter Lake Water Supply Corporation and the City of College Station**

- b. release, upon Carter Lake or its successors or assigns request, any part of the Easement that the City determines in its sole discretion is not needed to maintain any existing or planned water and wastewater utility infrastructure; and
- c. inform the customers of any rate changes due to the removal of the Plant.

6. Carter Lake represents and warrants to the City that the following are true and correct on the Effective Date and will be true and correct on the Closing Date. These representations and warranties shall survive closing for a period of two (2) years:

- a. Carter Lake has the full right, power, and authority to enter into and perform its obligations under this Agreement.
- b. Carter Lake owns, controls and is in possession of the Plant, the Plant Property and utility Easements.
- c. Carter Lake has no knowledge of the existence of any liens or claims which have been filed or recorded by any person or entity against the Plant or the Plant Property.
- d. Carter Lake has or will acquire all easements necessary for the proper operation of the Plant, including collection line easements, and will dedicate to the City such easements, in a form acceptable to the City, to the City, at Closing.
- e. The Plant has been constructed within legal easements or will exist within legal easements at the time of closing, and Carter Lake and its successors and assigns warrant and defend the title to the Plant Property and easements against all claims that such lines are not within proper easements.
- f. Carter Lake has released no Hazardous Materials on the Plant Property in violation of any laws.
- g. Carter Lake has not granted to any third party any license or lease relating to the Plant or Plant Property nor any service or maintenance contracts relating to the Plant Property or Plant.

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

h. To Carter Lake's knowledge, there is no pending litigation, and Carter Lake has received no written notice of threatened or contemplated litigation, or condemnation, or similar proceeding, charge or special assessment affecting the Plant Property. Carter Lake will promptly notify the City of any such notice received by Carter Lake after the Effective Date.

i. Carter Lake has received no notices from any insurance company which has issued a policy with respect to the Plant or Plant Property, or from any Board of Fire Underwriters claiming any defects or deficiencies or requesting the performance of any repairs, replacements, alterations, or other work which has not been complied with. Carter Lake will promptly notify the City of any such notice received by Carter Lake after the Effective Date.

j. Carter Lake has received no notices, and to Carter Lake's knowledge, there are no suits or other proceedings or judgments relating to the violation of any laws, ordinances, regulations, codes, orders or other requirement affecting the Plant or Plant Property. Carter Lake will promptly notify the City of any such notice, suit, other proceeding or judgment which comes to Carter Lake's knowledge after the Effective Date.

k. Carter Lake shall convey to the City at closing the Plant and Plant Property in accordance with the terms of this Agreement.

7. Carter Lake shall keep the Plant insured in the amount of its full replacement cost, against fire and any other casualty loss, by an insurer licensed to do business in the State of Texas and reasonably acceptable to the City, until closing is completed. Until closing is completed, Carter Lake shall bear the risk of any loss for any casualty, damage or other loss occurring to the Plant, except to the extent that such losses arise out of or are related to the City's negligent operation or maintenance of the Plant.

8. **Indemnification.** Carter Lake agrees to indemnify, defend and hold harmless, the City from and against all claims, causes of action, lawsuits, liabilities, fines, penalties, administrative awards, damages, attorney's fees, costs, and expenses, which result from, arise out of, are related to, or are based upon Carter Lake's ownership, operation or use of the Plant and Plant Property, save and except to the extent that such liabilities arise out of or are related to the City's negligence.

9. Survey and Title Commitment.

8/26/2008

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Page 6 of 14

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

- a. The City may, at its election and expense obtain a current on-the-ground survey of the Plant Property and any Utility Easements required to be acquired, dedicated and conveyed to the City pursuant to the terms of this Agreement made by a surveyor acceptable to the City (the "Survey").
  - b. Within thirty (30) days after the City's receipt of the Survey, Carter Lake shall, at Carter Lake's expense, provide to the City a title commitment for an Owner's policy of title insurance from Brazos County Abstract covering the Plant Property and any easements thereto, and copies of all documents shown or referred to on Schedule B and C of the title commitment.
  - c. Carter Lake shall pay for the owner's policy of title insurance to be obtained by the City. The title policy will insure the City's title to the Plant Property and easements thereto to be good and indefeasible subject only to permitted exceptions.
10. Right to Inspect. Within thirty (30) days after the Effective Date, Carter Lake shall deliver to the City copies of the following:
- a. Copies of all licenses, permits, or other governmental licenses as approved related to the Plant, including the CCN and Discharge Permit;
  - b. Plans, specifications, engineering reports, and record drawings of the Plant;
  - c. True and correct copies of all easements with recording information, if applicable;
  - d. Copies of all surveys, maps and plats relating to the Plant and easements;
  - e. Copies of all declarations of covenants and restrictions associated with Carter lake Subdivision;
  - f. Rules, regulations, bylaws, restrictions, and covenants of the Carter Lake Homeowners Association;
  - g. A list of all members of Carter Lake or owners served by Carter Lake;
  - h. Copies of any warranties and guarantees related to the Plant;

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

- i. Copies of any security instruments evidencing a lien, security interest, or encumbrance in or on any portion of the Plant or easements;
- j. Copies of any contracts or leases related to the plant;
- k. Copies of any notices from governmental agencies affecting the Plant;
- l. Any existing environmental reports, engineering reports, soil test results, maps, flood control plans, drainage plans or similar reports relating to the plant and Plant Property;
- m. A certificate of insurance showing property insurance in place for the plant and Plant Property.

11. Review Period. No later than thirty (30) days after receipt of the documents referenced above and the title commitment, the City shall deliver to Carter Lake such objections as the City may have to anything contained in the documents. Any item the City does not object to will be a permitted exception. Within thirty (30) days from receipt of the City's objections, Carter Lake will in good faith attempt to cure such objections. If Carter Lake is unable to cure the objections or convey the Easement, Plant Property, or Utility Easements in accordance with this Agreement, the City may waive such objections and proceed to closing or terminate this Agreement by providing notice to Carter Lake.

12. Closing.

- a. The closing shall be held at Brazos County Abstract no later than thirty (30) days following expiration of the review period.
- b. At closing Carter Lake shall execute, deliver and acknowledge the Easement, the Utility Easements, a bill of sale conveying all other portions of the Plant, and all acknowledgments obtained in accordance with Paragraph 2 of this Agreement.

13. Miscellaneous Provisions.

- a. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties.

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

b. The Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. However, neither party may assign its interest in this Agreement without first obtaining the written authorization of the other party.

c. In making this Agreement, the parties acknowledge and represent that they have executed this Agreement of their own free will and accord and that they have had the opportunity to confer with an attorney regarding the meaning of its terms; that they have made no agreement or compromise to do or omit to do any act or thing not set forth in this Agreement; and that no representations or statements made by any agents, servants, or employees of the parties other than those which are contained within this Agreement, have induced the making of this Agreement.

**CITY OF COLLEGE STATION, TEXAS**

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

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

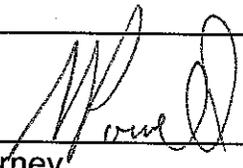
ATTEST:

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

APPROVED:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

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

\_\_\_\_\_  
Date

**CARTER LAKE WATER SUPPLY CORPORATION**

By: W. J. Fancher

Name: W. J. Fancher

Title: President CLWS Corp.

Date: 9-9-08

**ACKNOWLEDGMENTS**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_, Mayor of the City of College Station, a Texas Home Rule City, on behalf of College Station.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS

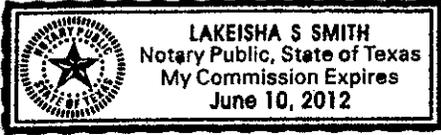
COUNTY OF \_\_\_\_\_

§  
§  
§

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

This instrument was acknowledged before me on the 9 day of September, 2008 by W. Cornwall Forster, CLWS for Carter Lake Water Supply Corporation, on behalf of said corporation.

Lakeisha S. Smith  
Notary Public, State of Texas



**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

**Exhibit A**

**Plant Inventory**

1. Little John Aerator  
    ½ HP Paddlewheel Aerator (including electrical power supply)
2. Vertical Turbine Aerator - (including electrical power supply)
3. Facultative Pond  
    300,000 gallon effective storage
4. Stabilization Ponds  
    Pond 1 – 135,000 gallon effective storage  
    Pond 2 – 135,000 gallon effective storage

**Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station**

**Exhibit B**

**Plant Property Description  
OPERATION AND MAINTENANCE UTILITY EASEMENT  
CARTERS LAKE WASTEWATER TREATMENT FACILITY**

Being all that certain tract or parcel of land lying and being situated in the Thomas Caruthers League in Brazos County, Texas, and is a part of that 210.92 acre tract conveyed to Carter Lake Development Corporation by deed recorded in Volume 250, Page 330 of the Brazos County Deed Records and being more particularly described by metes and bounds as follows:

COMMENCING: at a found fence post located 335 feet west northwest from the southeastern most property corner of the 5.92 acre tract owned by the Carter Lake Water Supply Corporation for a POINT OF BEGINNING;

THENCE: S17°37'09"W for a distance of 62.85 feet;

THENCE: S47°15'42"W for a distance of 79.60 feet;

THENCE: S73°28'20"W for a distance of 32.62 feet;

THENCE: N26°41'30"E for a distance of 27.76 feet;

THENCE: N45°32'41"E for a distance of 81.86 feet;

THENCE: N16°28'09"E for a distance of 40.30 feet;

THENCE: S69°28'39"W for a distance of 121.29 feet;

THENCE: N20°18'28"W for a distance of 142.23 feet;

THENCE: N32°06'10"E for a distance of 189.08 feet;

THENCE: N71°34'50"E for a distance of 134.34 feet;

THENCE: N02°22'45"W for a distance of 27.02 feet;

THENCE: N24°32'41"E for a distance of 255.25 feet;

THENCE: S65°29'18"E for a distance of 20.03 feet;

THENCE: S24°30'36"W for a distance of 250.94 feet;

THENCE: S02°26'35"E for a distance of 16.20 feet;

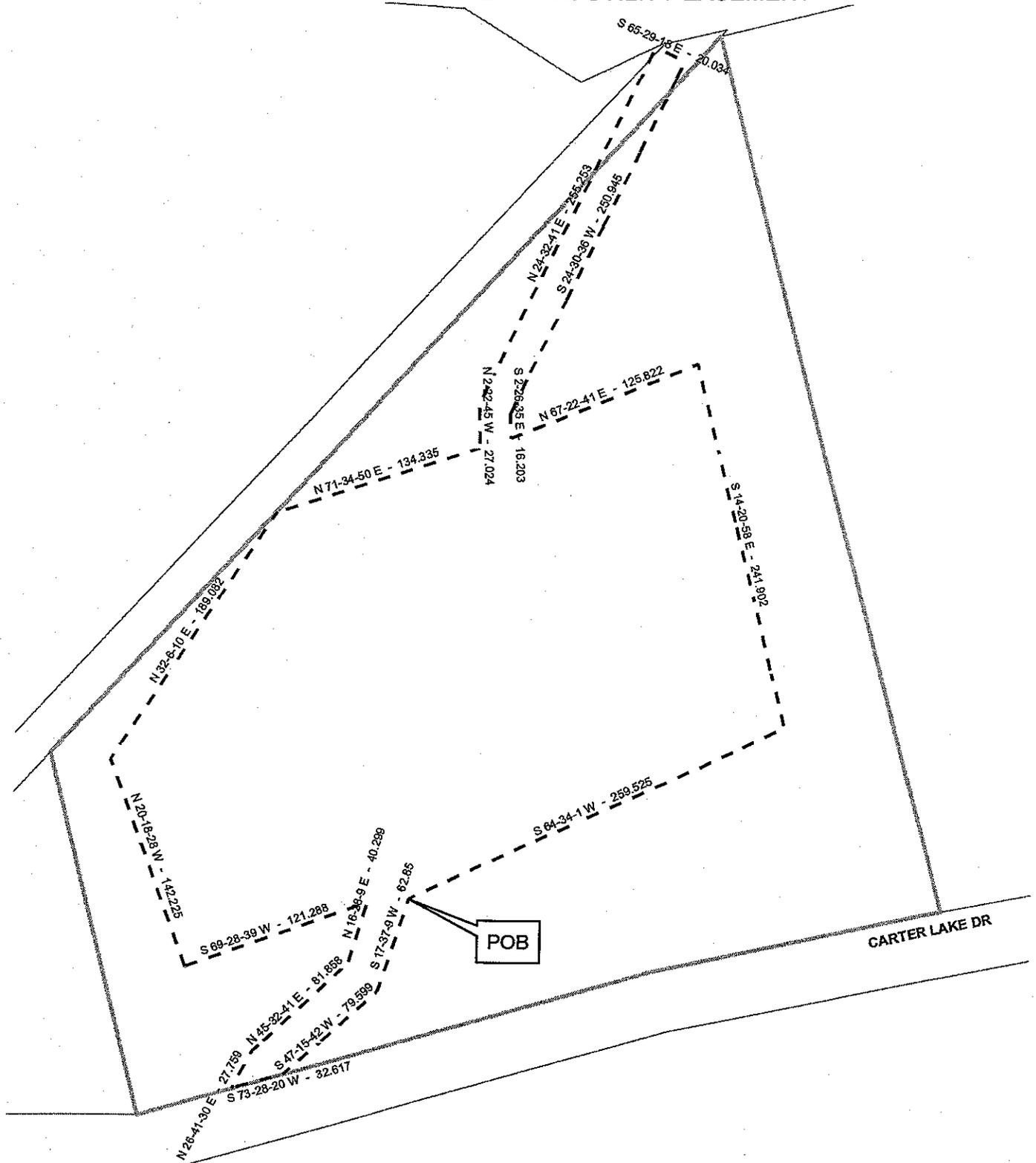
THENCE: N67°22'41"E for a distance of 125.82 feet;

THENCE: S14°20'58"E for a distance of 241.90 feet;

THENCE: S64°34'01"W for a distance of 259.525 feet to the POINT OF BEGINNING.

Operation and Transfer Agreement  
Carter Lake Water Supply Corporation and the City of College Station

OPERATION AND MAINTENANCE UTILITY EASEMENT



8/26/2008

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Page 14 of 14

**September 25, 2008**  
**Consent Agenda Item No. 2g**  
**New Affordable Housing Construction Contract for 1123 Phoenix**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding a Resolution approving a contract with JAMAL Building Systems, Inc. in an amount not to exceed \$78,000, for the construction of a new, affordable single-family residence at 1123 Phoenix Street using federal HOME Investment Partnership Grant (HOME) funds.

**Recommendation(s):** Staff recommends approval of the Resolution awarding the contract to the lowest responsible bidder meeting City of College Station Bid Documents and Contract Requirements, JAMAL Building Systems, Inc. in an amount not to exceed \$78,000.

**Summary:** On September 4, 2008, two (2) bid proposals were received in response to Bid No. 08-92 for the construction of a new, single-family residence at 1123 Phoenix Street. Both bids were considered. A copy of the bid tabulation for the project is attached for reference. Twenty (20) vendors requested bid packets and plans for this project during the bid period. Once construction is complete, the property will be sold to an income-eligible homebuyer meeting the City's program requirements. Federal HOME grant funds will be used to construct the dwelling and may include down-payment assistance to eligible home buyers. This project will allow the City to obligate federal funds that must be reserved by the end of this fiscal year.

**NOTE:** Per Down Payment Assistance (DAP) program requirements, a lien will be placed on the property to keep the property from being leased or rented. The lien will ensure that the property remains "owner-occupied" for the duration of the mortgage loan.

**Budget & Financial Summary:** Funding for this project will come entirely from the City's federal HOME funds, as allocated in the current fiscal year's Economic & Community Development Budget. HOME grant funds may only be used for affordable housing projects and activities. With the exception of staff program delivery costs, the majority of this project's costs will be returned to the Economic and Community Development budget when an eligible buyer purchases the property.

**Attachments:**

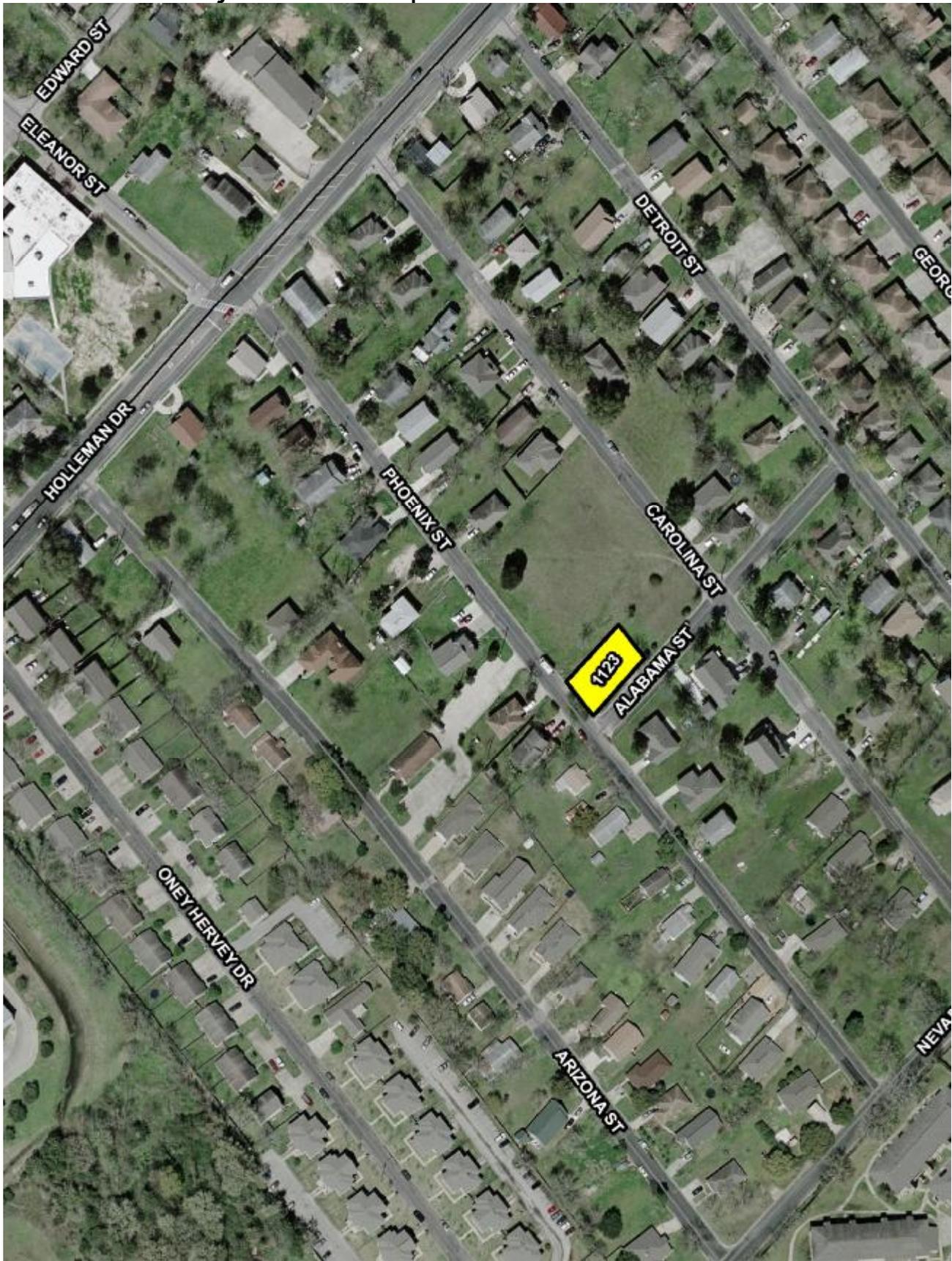
- 1 - Resolution - 1123 Phoenix Street
- 2 - Bid Tabulation - 1123 and 1208 Phoenix Street
- 3 - Project Location Map - 1123 Phoenix Street
- 4 - Photo of Comparable Home Constructed by the City - 1124 Carolina

Attachment 2 – Bid Tabulation 1123 and 1208 Phoenix Street

**Residential Construction  
Economic & Community Development**

	Housing & Land Development Spring, Texas	Jamal Building Systems Houston, Texas
Bid No 08-92 1123 Phoenix Street Lot 16, Block 3 McCulloch's Subdivision	\$115,198.25	\$78,000.00
Bid No 08-93 1208 Phoenix Street Lot 42, Block 2 McCulloch's Subdivision	\$146,403.06	\$85,000.00

Attachment 3: Project Location Map - 1123 Phoenix Street



Attachment 4: Photo of Comparable Homes Constructed by the City

1124 Carolina



111 Luther



118 Southland



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THE CONSTRUCTION OF A NEW SINGLE FAMILY RESIDENCE AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction of a new, single-family residence located at 1123 Phoenix Street, College Station, Brazos County, Texas; and

WHEREAS, the selection of Jamal Building Systems, Inc. is being recommended as the lowest responsible bidder for the construction of the residence; 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 Jamal Building Systems, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Jamal Building Systems, Inc. in an amount not to exceed \$78,000.00 for the labor and materials required for the improvements related to the construction of the residence.

PART 3: That the funding for this Project shall be as budgeted from the College Station Economic & Community Development Fiscal Year 2007 Budget, in an amount not to exceed \$78,000.00.

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

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

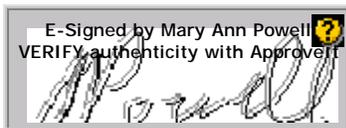
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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

**September 25, 2008**  
**Consent Agenda Item No. 2h**  
**New Affordable Housing Construction Contract for 1208 Phoenix**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding a Resolution approving a contract with JAMAL Building Systems, Inc. in an amount not to exceed \$85,000, for the construction of a new, affordable, single-family residence at 1208 Phoenix Street using federal HOME Investment Partnership Grant (HOME) funds.

**Recommendation(s):** Staff recommends approval of the Resolution awarding the contract to the lowest responsible bidder meeting City of College Station Bid Documents and Contract Requirements, JAMAL Building Systems, Inc. in an amount not to exceed \$85,000.

**Summary:** On September 4, 2008, two (2) bid proposals were received in response to Bid No. 08-93 for the construction of a new, single-family residence at 1208 Phoenix Street. Both bids were considered. A copy of the bid tabulation for the project is attached for reference. Fifteen (15) vendors requested bid packets and plans for this project during the bid period. Once construction is complete, the property will be sold to an income-eligible homebuyer meeting the City's program requirements. Federal HOME grant funds will be used to construct the dwelling and may be used to provide down-payment assistance to the buyer. This project will allow the City to obligate federal funds that must be reserved by the end of this fiscal year.

**NOTE:** Per Down Payment Assistance (DAP) program requirements, a lien will be placed on the property to keep the property from being leased or rented. The lien will ensure that the property remains "owner-occupied" for the duration of the mortgage loan.

**Budget & Financial Summary:** Funding for this project will come entirely from the City's federal HOME funds, as allocated in the current fiscal year's Economic & Community Development Budget. HOME grant funds may only be used for affordable housing projects and activities. With the exception of staff program delivery costs, the majority of this project's costs will be returned to the Economic and Community Development budget when an eligible buyer ultimately purchases the property.

**Attachments:**

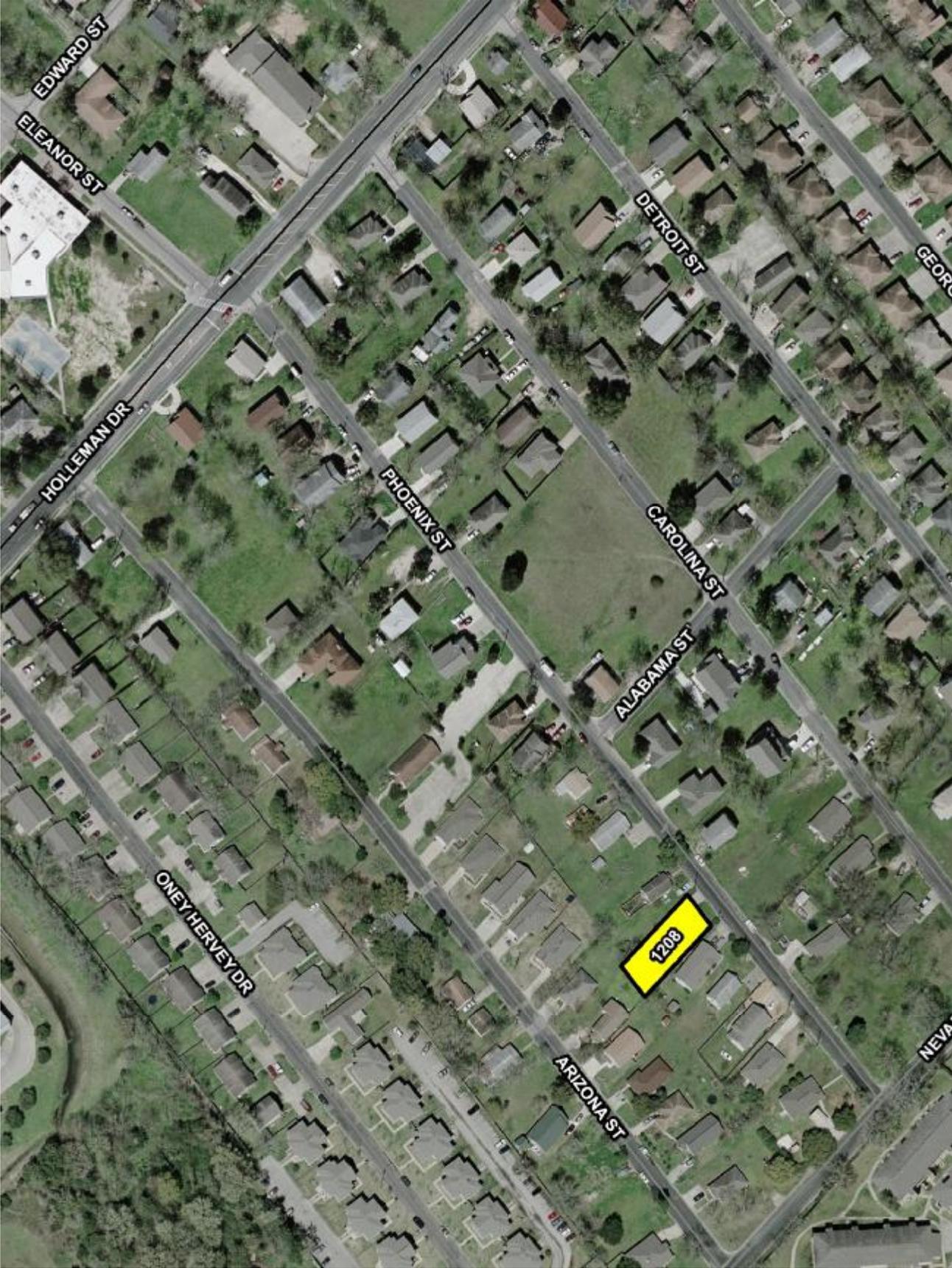
- 1 - Resolution - 1208 Phoenix Street
- 2 - Bid Tabulation – 1123 and 1208 Phoenix Street
- 3 - Project Location Map – 1208 Phoenix Street
- 4 – Photo of Comparable Home Constructed by the City – 1124 Carolina

Attachment 2 – Bid Tabulation 1123 and 1208 Phoenix Street

**Residential Construction  
Economic & Community Development**

	Housing & Land Development Spring, Texas	Jamal Building Systems Houston, Texas
Bid No 08-92 1123 Phoenix Street Lot 16, Block 3 McCulloch's Subdivision	\$115,198.25	\$78,000.00
Bid No 08-93 1208 Phoenix Street Lot 42, Block 2 McCulloch's Subdivision	\$146,403.06	\$85,000.00

Attachment 3: Project Location Map - 1208 Phoenix Street



Attachment 4: Photo of Comparable Homes Constructed by the City

1124 Carolina



111 Luther



118 Southland



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THE CONSTRUCTION OF A NEW SINGLE FAMILY RESIDENCE AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction of a new, single-family residence located at 1208 Phoenix Street, College Station, Brazos County, Texas; and

WHEREAS, the selection of JAMAL Building Systems, Inc. is being recommended as the lowest responsible bidder for the construction of the residence; 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 JAMAL Building Systems, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with JAMAL Building Systems, Inc. in an amount not to exceed \$85,000.00 for the labor and materials required for the improvements related to the construction of the residence.

PART 3: That the funding for this Project shall be as budgeted from the College Station Economic & Community Development Fiscal Year 2007 Budget, in an amount not to exceed \$85,000.00.

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

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

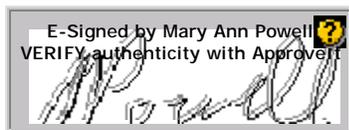
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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

**September 25, 2008**  
**Consent Agenda Item No. 2i**  
**Change Order to the Professional Services Contract**  
**for the Bee Creek LOMR**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding Change Order No. 1 to the professional services contract with Mitchell & Morgan, LLP (Contract No. 07-201) in the amount of \$5,400.00.

**Recommendation(s):** Staff recommends approval of Change Order #1 in the amount of \$5,400.

**Summary:** This change order is for the extension of the Bee Creek flood study model to include two additional locations along Bee Creek and Tributary B for incorporation into the FEMA Letter of Map Revision (LOMR) submittal. The LOMR study will revise floodplain mapping on Bee Creek from Southwest Pkwy to its confluence with Carter's Creek and on Tributaries A and B from Texas Ave and FM 2818, respectively, to their confluences with Bee Creek. The mapping will reflect changes to the floodplain as a result of the Bee Creek Combined Channel Improvements Project. This modeling has a high probability of removing several homes from the FEMA 100-year floodplain.

**Budget & Financial Summary:** Funds in the amount of \$92,000 are budgeted and available for this project. The original contract amount is \$73,120. Change order No. 1 will result in a net increase of 7.39% of the professional services contract.

**Attachments:**

- 1.) Change Order No. 1
- 2.) Project Location Map



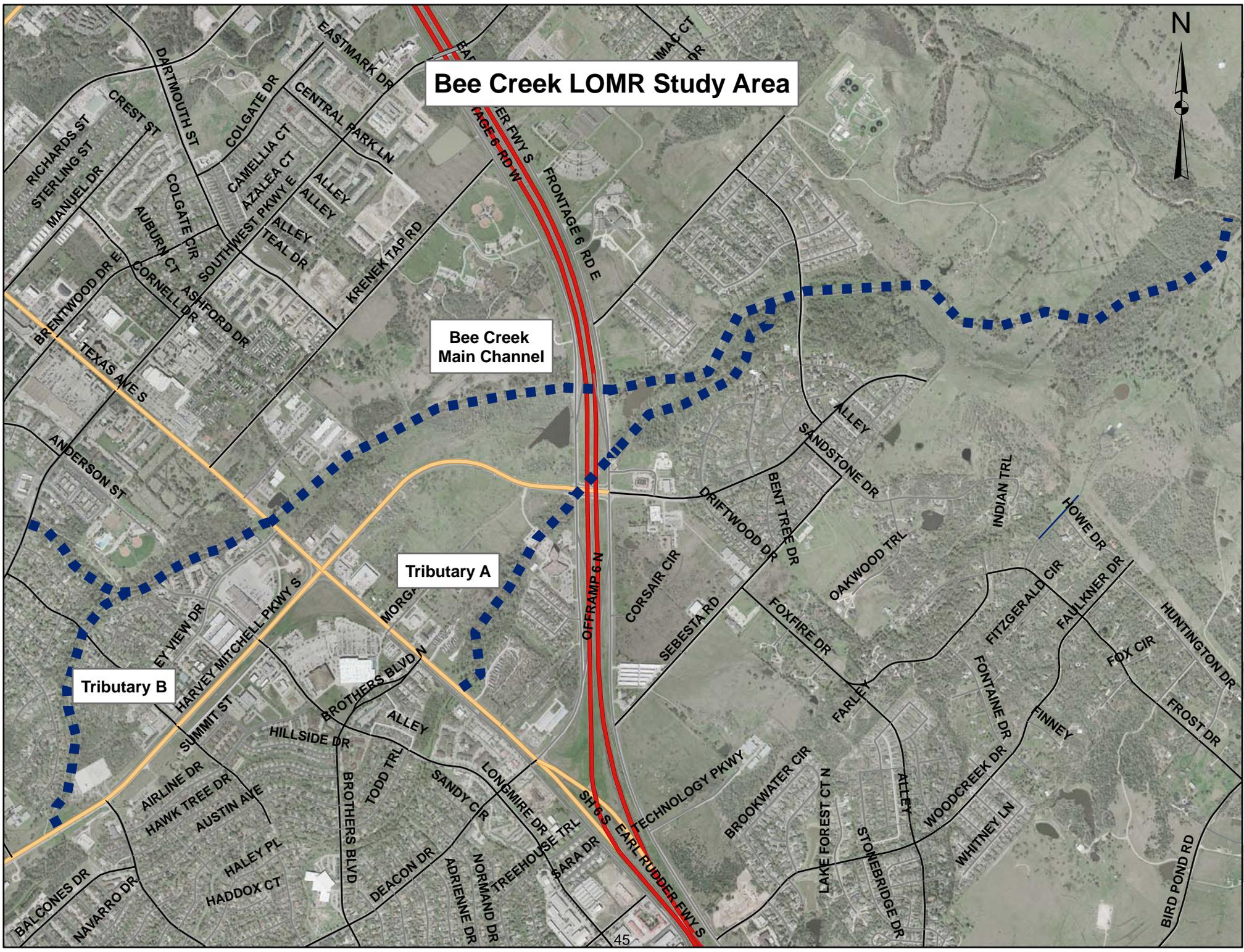
# Bee Creek LOMR Study Area



Bee Creek  
Main Channel

Tributary A

Tributary B



**September 25, 2008  
Consent Agenda Item No. 2j  
Interlocal Agreement with Brazos County  
November 4, 2008 Election**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of Resolution adopting the interlocal government agreement with Brazos County for the conduct and management of a joint election to be held on November 4, 2008.

**Recommendation(s):**  
Approve

**Summary:** City Council authorized the calling of a bond election on August 20, 2008 and a Charter amendment election on August 25, 2008 to be held on the same day as the General election, November 4, 2008. A joint election with Brazos County will be cost effective and convenient for the voters of both entities.

**Budget & Financial Summary:** Cost to the City of College Station for Brazos County to conduct the election is estimated at \$35,000. Funds are available in the City Secretary's FY 09 proposed budget.

**Attachments:**  
Resolution  
Interlocal Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS; ADOPTING AN INTERLOCAL GOVERNMENT AGREEMENT WITH BRAZOS COUNTY FOR THE CONDUCT AND MANAGEMENT OF THE CITY OF COLLEGE STATION BOND ELECTION AND CHARTER AMENDMENT ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2008.

WHEREAS, Brazos County will conduct a general election on Tuesday November 4, 2008; and

WHEREAS, the City of College Station called for a Bond Election and Charter Amendment Election to be held on the same day; and

WHEREAS; the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of both entities; now, therefore,

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

PART 1: That the interlocal government agreement shall be jointly signed by both parties which outline the terms and conditions upon which said election shall be conducted.

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

ADOPTED this 25<sup>th</sup> day of September, A.D. 2008.

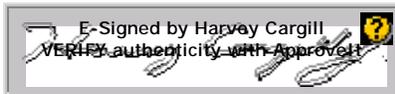
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:



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

**INTERLOCAL GOVERNMENT AGREEMENT**  
**Joint Election**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between Brazos County (“the County”) and the City of College Station (“the City”).

WHEREAS, Brazos County will conduct a general election on Tuesday, November 4, 2008; and

WHEREAS, the City of College Station has called for a Bond Election to be held within the city limits of College Station, Texas; and

WHEREAS, the City of College Station has called for a Charter Amendment Election to be held within the city limits of College Station, Texas; and

WHEREAS, Brazos County and the City of College Station will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms to be used and records to be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct 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 the two entities for the elections to be held on November 4, 2008. The implementation, conduct and management of the election shall include, but not be limited to:
  - A. The securing of qualified individuals to serve as election judges for each polling place.
  - B. The securing of locations and facilities where the election is to be conducted.
  - C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.

- D. The securing of a contract with Texas Voting Systems, Inc., for election services and supplies.
  - E. The Brazos County Clerk will be responsible for the conduct of joint early voting by personal appearance and by mail, with the Brazos County Courthouse, Arena Hall, Galilee Baptist Church, Memorial Student Center, and Grace Bible Church as the location for early voting by personal appearance.
7. The amount to be paid by the City to the County for services rendered by the County in the November 4, 2008, election is:
- A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
  - B. The City of College Station will reimburse the County for certain costs as follows. One-half (1/2) the cost for payment of the early voting election workers. The locations are, the Brazos County Courthouse, Arena Hall, Galilee Baptist Church, Memorial Student Center, and Grace Bible Church.
  - C. One half (1/2) the cost of paid to Texas Voting Systems for election services and supplies.
  - D. Each entity shall fund one-half (1/2) the expenses of the election day polling places within the City limits, when that entity has items appearing on the ballot for that precinct.
  - E. One-half (1/2) of the cost of publication for all jointly required notices.
  - F. The cost of two (2) rental of DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
  - G. One-half (1/2) the cost of the Early Ballot Board, Central Counting Station, and the tabulation supervisor and data processing manager.
  - H. Administrative fee of 10% as allowed in the Texas Election Code.
8. Each entity shall be responsible for any necessary submissions to the U.S. Department of Justice for preclearance under the Federal Voting Rights Act.
9. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.
10. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BRAZOS COUNTY

\_\_\_\_\_  
Karen McQueen, County Clerk

CITY OF COLLEGE STATION

\_\_\_\_\_  
Mayor

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

Attest:

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

**September 25, 2008**  
**Consent Agenda Item No. 2k**  
**Annual Exemptions**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Discussion and possible action to approve purchase requests for FY'09, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.

**Recommendation(s):** Staff recommends approval of the purchase requests as listed.

**Summary:** The following are purchases that are exempt from competitive bidding in accordance with Local Government Code 252.022 (a) (7) (A); and other purchases greater than \$50,000 available from one source.

The following purchase requests are available from only one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(7) (A) Items that are available from only one source because of patents, copyrights, secret processes, or other natural monopolies:

U.S. Postmaster (postage - IT/Mail) FY09-\$60,000; FY08-\$110,000

The following purchase requests are available from one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(7) (D) captive replacement parts or components for equipment, computer software and hardware maintenance and equipment lease and maintenance:

Sungard Public Sector (H T E application maintenance) FY09-\$157,972

EnRoute Emergency System LLC (formerly GEAC) (application software upgrade/maintenance - Public Safety System) FY09 \$138,996; FY08-\$130,000

The following purchase requests are considered professional services and thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(4) procurement for personal, professional, or planning services:

Bickerstaff, Heath Attorneys (water issues including land purchase & condemnation) FY09-\$300,000; FY08-\$500,000

Mathews & Freeland (CCN/groundwater issues) FY09-\$150,000; FY08-\$150,000

Mathews & Freeland (well permit issues) FY09-\$100,000

Coats, Rose Ryman and Lee Attorneys (land acquisition lawsuit) FY09-25,000; FY08-\$15,000

Coats, Rose Ryman and Lee Attorneys (subrogation lawsuit) FY09-\$35,000

Bickerstaff, Heath Attorneys (BVSWMA condemnations) FY09-\$25,000; FY08-\$75,000

Bruchez, Goss Attorneys (BVSWMA condemnations) FY09-\$50,000; FY08-\$50,000

CME Testing (geotechnical testing services) FY09-\$50,000; FY08-\$50,000

Terracon (geotechnical testing services) FY09-\$75,000; FY08-\$50,000

Joe Orr Surveying (land surveying) FY09-\$100,000; FY08-\$100,000

JMP (land agent/acquisition) FY09-\$100,000; FY08-\$50,000

Jo Ann Mikeska Sette dba J. Mikeska & Co. (real estate appraisal services) FY09-\$100,000; FY08-\$100,000

The following purchases are available from one source and thereby exempt from competitive bidding in accordance with LGC 252.022 (a) (7) (c) gas, water, and other utility service.

City of Bryan (utilities for Wells 1-7, two shallow wells & Sandy Point Pump Station) FY09-\$1,200,000; FY08-\$1,050,000

City of Bryan (purchase of water for well #4) FY09-\$150,000; FY08-\$120,000

Verizon (local phone services) FY09-\$100,000; FY08-\$150,000

The following purchases are made pursuant to interlocal agreements with various agencies:

ILA with City of Bryan for Library services:

Bryan Public Library (operational expenses for CS Public Library) FY09-\$995,701; FY08-\$840,301

Bryan Public Library (Bryan and College Station book money) FY09-\$80,000; FY08-\$80,000

ILA with the Texas Building and Procurement Commission (State Contract):

AT&T Wireless (formerly Cingular) (DIR)(wireless phone/data) FY09-\$76,000; FY08-\$100,000

The following purchase requests are for mandated state fees to the Texas Commission on Environmental Quality (TCEQ), and the Brazos Valley Groundwater Conservation District.

TCEQ (quarterly disposal and permitting fees - BVSWMA) FY09-\$400,000; FY08-\$400,000

TCEQ (inspections/assessments, permitting fees - W/WW) FY09-\$75,000; FY08-\$67,500

BV Groundwater Conservation District FY09-\$175,000; FY08-\$175,000

**Budget & Financial Summary:** Funds are either available and budgeted for each of the listed purchase requests in the fiscal year 2008-2009 budget in various funds of the City or if necessary will be made available by proposing an appropriate budget amendment or contingency transfer.

**Attachments:** None

**September 25, 2008**  
**Consent Agenda Item No. 21**  
**Brazos County Animal Shelter Housing Agreement**

**To:** Glenn Brown, City Manager

**From:** Michael Ikner, Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion regarding an animal housing agreement with the Brazos Animal Shelter.

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

**Summary:** The City of College Station and the Brazos Animal Shelter have operated under an animal housing agreement established in 1991. Since that date, changes in leadership and procedures have occurred in both agencies. Furthermore, the previous agreement was a multi-jurisdictional agreement while this proposed agreement is solely between the City of College Station and the Brazos Animal Shelter.

This agreement outlines the roles, responsibilities and associated costs with regard to animal sheltering needs.

**Budget & Financial Summary:** An annual resolution delineating sheltering costs will be passed each fiscal year. Shelter costs for the past three years have remained constant at \$65,334. Proposed costs for FY09 are \$71,214 and are included in police budget.

**Attachments:**

1. City of College Station-Brazos Animal Shelter Housing Agreement

**AGREEMENT FOR ANIMAL SHELTER SERVICES**  
**College Station and Brazos Animal Shelter, Inc.**

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF BRAZOS     §

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between The Brazos Animal Shelter, Inc., a Texas non-profit corporation (herein the "Shelter") and the City of College Station, Texas, a home rule municipality (herein the "City").

Whereas, the Shelter operates a facility currently located at 2207 Finfeather Road, Bryan, Brazos County, Texas, to house stray, unwanted or abandoned animals (herein the "Facility"); and

Whereas, the CITY has need of a facility to house animals it takes possession of throughout the CITY.

Now: THEREFORE KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual covenants herein expressed, the receipt and sufficing of which is hereby acknowledged, the Parties agree as follows:

1. The CITY agrees that all animals seized within its jurisdiction by its duly appointed agents (excepting livestock animals and relocated wildlife), shall be delivered to the Facility, there to be impounded under the exclusive control and custody of the SHELTER for periods of time as required by State law and the applicable CITY ordinances except as hereinafter set forth. Prior to delivery to the SHELTER, the CITY shall scan for micro chips or search for a County tag and, if found, return any animals to its registered owner, if possible. In accordance with the County licensing program, the CITY shall take all injured licensed animals to a veterinarian during SHELTER non-business hours for treatment.

2. The CITY agrees to pay to the SHELTER for the serviced described herein, the sum to be established annually by separate resolution (herein the "Contract Fee"). The Contract Fee shall be paid in twelve equal monthly installments during the term hereof.

3. The CITY represents to the SHELTER that it has in force ordinances providing for the vaccination and licensing of animals under appropriate circumstances, providing for impounding of animals running at large, and providing for the condemnation or sale of animals, and that while this contract is in effect, such ordinances will be continued in force, provided, however, that such ordinances may be modified from time to time as the CITY deems appropriate.

4. The CITY agrees that to the extent that it has power so to provide, every impounded animal not claimed and redeemed by the owner before the expiration of three (3) days from the date of delivery to the SHELTER or four (4) days if such period includes a Sunday shall become the sole and exclusive property of the SHELTER, so that neither the CITY nor any agency nor agent of the CITY, nor of the State of Texas, nor any institution, corporation nor individual shall have any claim or right to any animal not so claimed and redeemed. The CITY agrees, that the SHELTER shall have the undisputed right, consistent with the ordinances of the CITY, to humanely dispose of every animal given into its custody in accordance with the SHELTER's principles as follows:

- a. To place animals in the care, custody and control of new owners; and
- b. To humanely destroy animals which are not claimed by owners.

5. The SHELTER agrees to accept each and every animal delivered to the Facility by the agents of the CITY and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the SHELTER provides for all other animals which may come into its care, custody and control. The CITY shall not accept a surrender of ownership of an animal by its owner in the field except as provided in Paragraph 9 hereof. Should the CITY accept such a surrender in the field it shall remit to the SHELTER a fee of \$25.00 per animal.

6. The SHELTER agrees that it will keep its Facility open to the public for not less than three (3) hours per day on weekdays, and not less than three (3) hours on Saturday (except holidays), for the purpose of giving owners ample opportunity to redeem their impounded animals.

7. The SHELTER agrees, in accordance with Paragraph 4 of this agreement, that if the owner of an impounded animal shall claim the animal prior to the SHELTER disposing of the animal under (a) or (b) of that paragraph, the SHELTER shall collect from the owner the then current Return to Owner fee together with the cost of board at the then current rate for the animals so applicable fees including registration fees of an impounded animal which has not been inoculated and licensed as appropriate.

8. The SHELTER agrees to provide to the CITY on or before the last day of each month during the term of this contract a statement of the number of dogs, cats and miscellaneous animals received by the SHELTER from the CITY and the number of days held during the preceding calendar month.

9. It is mutually agreed that the SHELTER can accommodate a total of six (6) dogs and eight (8) cats at any one time for rabies observation. Animals delivered for rabies

observation shall be isolated for a period of not less than ten (10) days if such animal has an identified owner (unless the owner surrenders ownership, in which case the SHELTER may destroy immediately) or three (3) days if it is a wild or stray animal or sent for rabies testing when deemed appropriate under state law. In the event of limited space, priority shall be given to wild or stray animals. The SHELTER shall be responsible for the processing, storage and delivery for testing of animal carcasses delivered to the SHELTER for rabies testing. In addition to the Contract Fee, the CITY shall pay a fee set by the Texas Veterinary Medical Diagnostics Lab for the cost of testing and disposing of an animal; provided however, such additional fee shall only be due and owing if the SHELTER is required to test more than 200 animals from the CITY's jurisdiction per Contract year.

10. In the event animals are being held by the SHELTER as a result of a cruelty seizure or a legal hold has been placed upon the animals as a result of a criminal prosecution, the CITY shall reimburse the SHELTER for any veterinarian invoices and medical bills incurred by the SHELTER until the Court awards the animal to the SHELTER, orders it destroyed, or orders it returned to its owner. The CITY shall not be liable for these costs in the event the Court orders the animal owner to pay such costs and the same are paid within 60 days of such order. If the fees are not paid by the animal owner, after 60 days, the SHELTER shall invoice the CITY for those fees.

11. In the event the SHELTER is required to respond to a request by the CITY to euthanize a sick or injured animal during the SHELTER's non-business hours, the CITY shall be charged a fee of \$60.00 per animal euthanized. The SHELTER shall invoice the CITY for these fees by the 30<sup>th</sup> day of the following month.

12. SHELTER shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability.

Workers Compensation insurance shall be at statutory limits, including employers' liability coverage at minimum limits of \$500,000.00 each accident.

The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence.

Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than \$1,000,000.00 on all self-propelled vehicles used in connection with the SHELTER operation, whether owned, non-owned or hired.

Copies of certificates evidencing such insurance as herein required shall be sent to the CITY for its records.

The SHELTER agrees, to the extent allowed by law, to indemnify and hold harmless the CITY

from any claims, damages, or causes of action which might arise from any obligations of SHELTER as outlined herein, and SHELTER specifically agrees to indemnify the CITY against all claims, damages or causes of action which might arise as a result of acts, omissions or negligence of SHELTER or its agents arising out of SHELTER's obligations under this Agreement.

The CITY agrees, to the extent allowed by law, to indemnify and hold harmless the SHELTER from any and all claims, damages, or causes of action which arise as a result of acts, omissions or negligence of the CITY or its agents arising of the CITY's obligations under this Agreement.

13. In the event the CITY fails to remit to the SHELTER the contract fee or any additional fees due hereunder, the CITY shall be in default. The SHELTER shall terminate the agreement for non-payment of fees if the CITY has not cured its default after 30 days written notice.

14. This Agreement is not assignable by either party.

15. This agreement shall be for a period of one (1) year from and after the date of execution by both parties, or on October 1, 2009, whichever comes last. The Agreements shall automatically renew itself annually thereafter unless terminated upon sixty (60) days prior written notice, at any time, by either party. The initial one-year term plus any subsequent renewals shall not exceed a total of five (5) years.

16. This Agreement may be terminated by mutual written consent of the parties. All costs and liabilities incurred by the SHELTER on behalf of the CITY shall be the responsibility of the CITY.

IN WITNESS WHEREOF, the said CITY and the said SHELTER have hereunto caused their respective corporate names and seals to be hereunto subscribed and affixed by their respective officers first thereunto duly authorized as of the date hereinabove first written.

ATTEST:

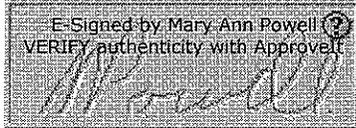
COLLEGE STATION, TEXAS

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BRAZOS ANIMAL SHELTER, INC.



\_\_\_\_\_  
*Ashley Wesp*  
Ashley Wesp, Executive Director

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

**September 25, 2008**  
**Consent Agenda Item No. 2m**  
**Animal Control Services Agreement with Texas A&M University**

**To:** Glenn Brown, City Manager

**From:** Michael Ikner, Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion regarding an animal control agreement with Texas A&M University.

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

**Summary:** Historically, the City of College Station has provided animal control services to Texas A&M on an as needed basis. However, due to possible increase in demand, it has been decided to formalize this agreement.

This agreement outlines the roles, responsibilities and associated per call costs with regard to the provision of animal control services for Texas A&M. The City of College Station's responsibilities include bite reports, investigations, capture of animals and their transportation to the Brazos Animal Shelter.

**Budget & Financial Summary:** TAMU will pay the City of College Station \$100 for each call for service. The City will invoice TAMU each month for services rendered.

**Attachments:**

1. City of College Station-Texas A&M University Animal Control Agreement

# AGREEMENT FOR ANIMAL AND RABIES CONTROL SERVICES

## City of College Station and Texas A&M University

THE STATE OF TEXAS

COUNTY OF BRAZOS

THIS AGREEMENT is made and entered into by and between the **CITY OF COLLEGE STATION**, on behalf of its Police Department (hereinafter referred to as "City"), and **TEXAS A&M UNIVERSITY**, on behalf of its University Police Department (hereinafter referred to as "Client").

### I. RECITALS

WHEREAS, the Texas A&M University Police Department, Brazos County, Texas, is duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the College Station Police Department, Brazos County, Texas, is duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, the City, through its police department, operates Animal and Rabies Control Services that strive to reduce general animal control problems in College Station; and

WHEREAS, the Client and the City agree that the City is better trained and equipped to handle Animal and rabies Control duties and responsibilities than is the Client; and

WHEREAS, Chapter 826, the Rabies Control Act of the Texas health and Safety Code expressly authorizes agreements of this nature.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

### II. DEFINITIONS

- A. **Animal Control Services:** "Animal Control Services" shall mean the services provided by the City necessary to effectively carry out an animal control program for the Client. These services shall include, but not be limited to, the conduct of bite report

investigations; capture of biting animals; transportation of biting animals; the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals; and the humane transportation of captured animals to the Animal Shelter.

- B. **Animal Shelter:** "Animal Shelter" shall mean the facility known as the Brazos Animal Shelter, Inc. currently located at 2207 Finfeather Road in Bryan, Brazos County, Texas that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.
- C. **City:** "City" shall mean the City of College Station, Brazos County, Texas, acting by and through its Police Department, with its offices located at 2611 Texas Avenue South, College Station, Brazos County, Texas.
- D. **Client:** "Client" shall mean the Texas A&M University, acting by and through its Police Department, with its offices located at 1111 Research Parkway, College Station, Brazos County, Texas.
- E. **Rabies Control Services:** "Rabies Control Services" shall mean the services provided by the City that are necessary to effectively carry out a rabies control program for the Client. These services shall include, but not be limited to, the conduct of bite report investigations, capture of biting animals, transportation of biting animals, enforcement of state rabies control statutes, including the reporting and the carrying out of all activities required or authorized by Texas Health and Safety Code, Chapter 826.
- F. Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

### III. CITY'S OBLIGATIONS

- A. City agrees to provide Animal Control Services to Client for all Client-reported animal calls occurring on property owned by Texas A&M University that is located within Brazos County, Texas. City will provide animal control officers and dispatch them when one is "on-duty" for routine, non-emergency calls. The City will provide animal control officers and dispatch them on a 24-hour basis for initial bite investigation, for the capture of a biting animal for state-mandated rabies quarantine observation, when an animal is injured, or when an emergency situation arises.
- B. City agrees to provide Rabies Control Services to Client for all Client-reported animal bites and scratches occurring on property owned by Texas A&M University that is located within Brazos County, Texas. City will provide animal control officers and dispatch them on a 24-hour basis for initial bite investigation, or for the capture of a biting animal for state-mandated rabies quarantine observation.

- C. City agrees to respond only to calls initiated by the Client, and agrees to refer all other requests for service directly to the Client.
- D. City agrees to transport all captured animals to the Animal Shelter. Exceptions may be made for certain types of animals that are routinely released back into their natural habitat.
- E. City shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance protecting itself, including general public liability, worker's compensation if required by State Law, and automobile public liability.
- F. City agrees to keep confidential any rabies Vaccination Certificate information provided by Client.

#### IV. CLIENT'S OBLIGATIONS

- A. Client agrees to be the first responder to all calls for Animal and Rabies Control Services, and to initiate the City's response once they determine that said response is needed.
- B. Client shall fully cooperate with City in the providing of Animal and Rabies Control Services, including but not limited to, the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including rabies Vaccination Certificates maintained by any department of the Client; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch; and the name and address of any person believed to own an animal which the Client has called the City to capture or remove.
- C. Client agrees to furnish information to City in a timely and expeditious manner.
- D. Client agrees to assist with the apprehension of any animal in appropriate situations.
- E. Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of State Statutes, at the sole discretion of the Client.
- F. Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the City.

#### V. FINANCIAL TERMS

- A. Client shall pay to City for the providing of Animal Control Services hereunder, the sum of One Hundred and No/100 Dollars (\$100.00) for each call for service. An initial bite

investigation, and subsequent follow-up during the quarantine period, shall constitute a single call for service. City will accept, and respond to, only those calls for service that are initiated by Client. Calls-for-service requests received by the City from any other source shall be referred directly to the Client.

- B. City will invoice Client no later than the 10<sup>th</sup> of each month, for all calls incurred for the previous calendar month. All invoices shall be due and payable in full to the City no more than 30 days after the date of the invoice.

## VI. REPORTS

- A. City shall submit a brief report with each monthly invoice, detailing the date, time, location, requesting officer's name, responding officer's name, nature of each call, and the TAMU PD CAD Number included on that invoice.
- B. City shall submit a comprehensive annual report of all Animal and Rabies Control Services to Client within thirty (30) days of the close of each Client's fiscal year, currently being August 31st. City shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal control activities. City shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, City may invoice for the cost of preparation of such reports.
- C. City agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract.

## VII. DEFAULT

- A. In the event Client fails to (i) pay all costs set forth in Article V above, or (ii) perform its obligations set forth herein, the City shall give Client written notice of default with an opportunity to cure such default within 10 days. If Client fails to cure such default during the 10-day cure period, the Agreement shall terminate and Client shall assume responsibility for its own animal control operation.

## VIII. TERMINATION

- A. This Agreement shall be effective for a period of one (1) year from and after the date of execution by both parties, or on September 1, 2008, whichever comes last. The Agreement shall automatically renew itself annually thereafter unless terminated upon sixty (60) days prior written notice, at any time, by either party. The initial one-year term plus any subsequent renewals shall not exceed a total of five (5) years.

- B. This Agreement may be terminated by mutual written consent of the parties. All costs and liabilities incurred by the City on behalf of the Client prior to the termination shall be the responsibility of the Client.

#### IX. INDEMNITY

- A. **The parties hereto understand that the City performs the same or other additional animal control functions within the corporate city limits of the City of College Station, Brazos County, Texas. In that light, each of the parties hereto does hereby agree to indemnify and hold harmless the other for any and all claims or causes of action of whatsoever nature or kind by any third party or political subdivision, which may arise out of the actions or omissions of the parties, their respective agents, officers, trustees, or employees in the fulfillment of that party's duties under this Agreement. Such claims or causes of action shall be the sole responsibility of the party incurring the same. Texas A&M University, as an agency of the State of Texas acknowledges the preceding indemnification to the extent authorized by the Constitution and laws of the State of Texas.**

#### X. INDEPENDENT CONTRACTOR

- A. The City shall be responsible for the Animal and Rabies Control Services contemplated under this Agreement. The City shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal and Rabies Control Services. The City shall have ultimate control over the execution of the work under this Agreement. The City shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The City shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

#### XI. GENERAL PROVISIONS

- A. Severability Clause: The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized

and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

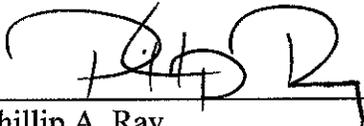
- D. This Agreement shall be interpreted in accordance with the laws of the State of Texas and in Brazos County, Texas.
- E. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
- F. Notices to either party shall be sufficient if sent in writing, postage pre-paid, registered or certified mail to the Chief Administrative Officer of the party at the address on file of either party for that Officer.

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

~~CITY OF COLLEGE STATION~~

By: \_\_\_\_\_  
Ben White  
Mayor  
College Station, Texas

TEXAS A&M UNIVERSITY

By:   
Phillip A. Ray  
University Contracts Officer  
Texas A&M University

**CITY OF COLLEGE STATION**

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

Mayor

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

**ATTEST:**

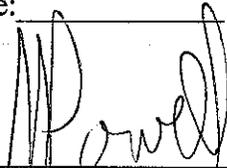
\_\_\_\_\_  
City Secretary

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

**APPROVED:**

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

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



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

Date: 9 - 1 - 08

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

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

September 25, 2008  
Regular Agenda Item No. 1  
Comprehensive Plan Amendment for Randall's University Park, Lot 3R-2

**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 from Single-Family Residential, Medium Density to Planned Development for 3.31 acres located 510 Chimney Hill, generally located west of the intersection of Arguello Drive and Chimney Hill Drive.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval at their September 4, 2008 meeting. Staff also recommended approval.

**Summary:**

**REVIEW CRITERIA**

- 1. Changed or changing conditions in the subject area or the City:** This item was originally heard by the Planning and Zoning Commission in April, 2008 for a change to Residential Attached. At the public hearing, a number of residents from the Chimney Hill neighborhood expressed concerns about the density and compatibility of townhome and multi-family use adjacent to the Chimney Hill neighborhood. The applicant withdrew the request prior to a decision by Council in order to meet with representatives from the neighborhood about the proposal. They are now requesting a change to Planned Development for an attached residential product built at a density comparable to single-family medium density.

The current designation of Single Family Residential, Medium Density has been in place on this property since the adoption of the Comprehensive Plan in 1997. This area along the Bryan border is primarily built out with a mix of housing units including single family detached homes, townhomes, and duplexes, along with office and retail uses. The Chimney Hill subdivision and Chimney Hill Business Park were platted and developed in the early 1980s. The size of the tract, its adjacency to commercial and redeveloping duplex area, and the presence of overhead electric lines makes detached single-family development on the tract unlikely.

This tract borders park property located along the Bryan border which currently does not have access from College Station streets. The development of this tract will provide access to the park. Other than the park, this is the only large vacant tract left in the Chimney Hill area. The subject property has been included in several replats of the area, and is identified as Planned Unit Development on those plats. Since the adoption of the Comprehensive Plan, several lots on Cooner Street have redeveloped with duplexes, as well as a new bank in the Albertsons shopping center.

- 2. Compatibility with the remainder of the Comprehensive Plan:** The proposed land use is similar to the uses that are existing on Chimney Hill Drive. The south side of Chimney Hill Drive is developed with patio homes and townhomes with rear alley access that is shared with the businesses to the south, and is zoned R-3, Townhomes. The streets that take access to the north of Chimney Hill Drive are all detached homes, zoned R-1, Single Family. The area zoned for R-3 was built out at a density of 6.8 dwelling units per acre, well within the allowable density of an R-1 zoning district. The

proposed planned development is intended to promote the development of townhome or detached single-family uses at a gross density similar to medium-density single-family, at 3 to 6 dwelling units per acre.

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

**Attachments:**

1. Draft Planning and Zoning Commission meeting minutes, September 4, 2008
2. Ordinance



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, September 4, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Bill Davis, Noel Bauman, Paul Greer, Doug Slack, Thomas Woodfin and Hugh Stearns

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** None

**CITY STAFF PRESENT:** Senior Planner Lindsay Boyer, Staff Planner Jason Schubert, Transportation Planner Joe Guerra, City Engineer Alan Gibbs, Assistant Directors Lance Simms and Gabriel Elliott, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistants Nicole Padilla and Brittany Caldwell

5. Public hearing, presentation, possible action, and discussion on a Comprehensive Land Use Plan Amendment for 3.31 acres from Single-Family Residential, Medium Density to Planned Development for the property located at 510 Chimney Hill Drive generally located west of the intersection of Chimney Hill Drive and Arguello Drive. **Case #08-00500174 (LB)**

Lindsay Boyer, Senior Planner, presented the Comprehensive Land Use Plan Amendment and recommend approval with the following purpose statement: *This Planned Development is intended to provide for the orderly transition between retail and single-family detached and/or single-family attached residential development not to exceed a gross density of 3 to 6 dwelling units per acre.* She stated that there was a new traffic count done and there was a reduction of traffic on Arguello Drive.

Chairman Nichols opened the public hearing.

Eric Mach, Tucker Mach Development, stated that he changed his rezoning request from the previous rezoning request to accommodate the surrounding community.

Nancy Berry, Chimney Hill Improvement Association, stated that she was comfortable with the development, but concerned about vehicular traffic.

Chairman Nichols closed the public hearing.

Commissioner Davis stated that pedestrian access was needed from Cooner Street.

**Commissioner Davis motioned to recommend approval with the purpose statement. Commissioner Bauman seconded the motion, motion passed (7-0).**

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 WEST OF CHIMNEY HILL DRIVE AND ARGUELLO DRIVE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That 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**

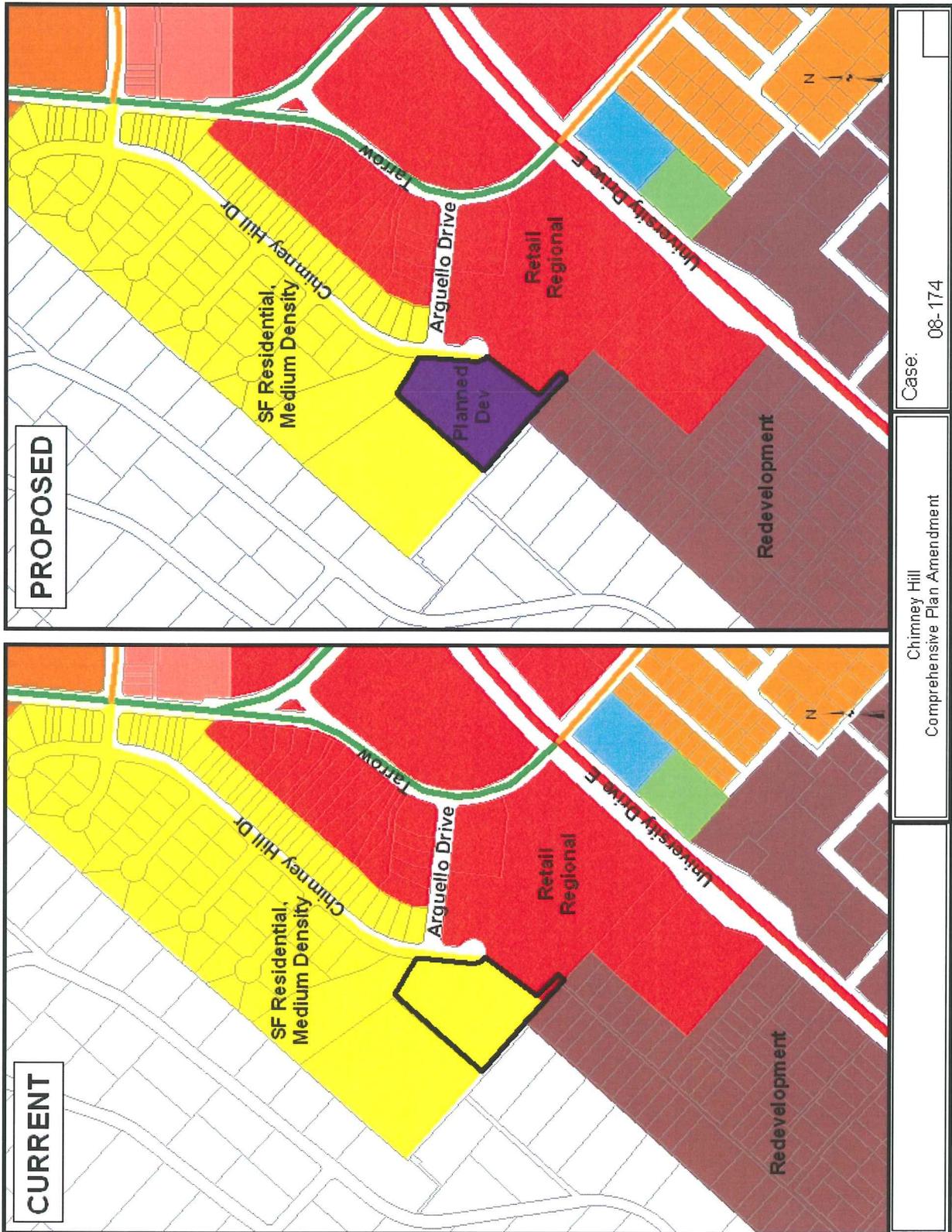
That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 3.31 acres generally located at 510 Chimney Hill Drive, west of the intersection of Chimney Hill Drive and Arguello Drive is amended from Single-Family Residential, Medium Density to Planned Development, as shown on the attached Exhibit "B".

**Purpose Statement:**

This Planned Development is intended to provide for the orderly transition between retail and single-family uses and should be utilized for single-family detached or attached residential development not to exceed a gross density of 3 to 6 dwelling units per acre.

**EXHIBIT "B"**



**September 25, 2008**  
**Regular Agenda Item No. 2**  
**Fiscal Year 2008 - 2009 Budget Adoption**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2008-2009 Budget; and presentation, possible action and discussion ratifying the property tax increase reflected in the budget.

**Recommendation(s):** Staff recommends the City Council approve the ordinance adopting the proposed 2008-2009 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax increase reflected in the budget.

**Summary:** There are two actions in this agenda item.

First is the consideration of the 2008 - 2009 proposed budget. The City Council received the proposed budget on August 18, 2008 and held budget workshops on August 20, August 21, September 3, September 4 and September 8. The City Council held a public hearing on the proposed budget on September 11. The charter requires that the City Council adopt a budget no later than September 27.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax increase reflected in the budget. This action is required due to new legislation approved earlier this year. House Bill 3195 amends the local government code to say the following:

*"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."*

The proposed budget will result in additional property tax revenues over last year totaling \$2,102,252, or 10.5%, and of that amount \$1,281,796 is tax revenue to be raised from new property added to the tax roll this year.

The proposed tax rate is \$0.4394 per \$100 assessed valuation which is the same as the FY 2007-2008 tax rate.

**Budgetary and Financial Summary:** The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$196,555,178
<u>Subtotal Capital:</u>	<u>45,649,073</u>
Total Proposed Budget:	\$242,204,251

**Attachments:**

1. FY 09 Budget Ordinance
2. Attachment A

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

**AN ORDINANCE ADOPTING A BUDGET FOR THE 2008-09 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.**

**WHEREAS**, a proposed budget for the fiscal year October 1, 2008, to September 30, 2009, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

**WHEREAS**, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

**PART 1:** That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

**PART 2:** That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal procedures of the City.

**PART 3:** That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to sign or release utility easements; to negotiate and sign documents related to the settlement of disputed assessments for paving, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating circumstances; to sign contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$50,000 or less; to sign change orders authorizing the expenditure of funds pursuant to SECTION 252.048 of the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

**PART 4:** That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$15,000 or less.

**PART 5:** That the City Council hereby approves the funding for the outside agencies and organizations in this budget and authorizes the City Manager and his authorized and designated

Ordinance No. \_\_\_\_\_

employees, at his discretion, to sign contracts and documents authorizing the payment of funds, and to expend public funds for expenditures that are \$50,000 or less that have been expressly approved and appropriated in this budget, as set out in Appendix J of the Approved 2008-09 Fiscal Year Budget.

**PART 6:** That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE, in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget, as set out in the 2008-09 Fiscal Year Equipment Replacement Fund, and Attachment "A" to this Ordinance.

**PART 7:** That this ordinance shall become effective immediately after passage and approval.

**PASSED AND APPROVED THIS 25th DAY OF September, 2008.**

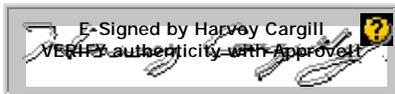
**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**



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

**Potential FY09 Technology Purchases through GSA Schedule 70,  
HGAC, TXMAS or Texas Department of Information Resources Purchases**

ITEM	Quantity	Estimated Unit Cost	Projected Total
<b>Scheduled Replacement/Repair/Additions</b>			
Replacement PCs	70	1,200.00	84,000.00
Replacement Monitors	50	190.00	9,500.00
Replacement Printers	15	2,200.00	33,000.00
Replacement Laptops	25	2,000.00	50,000.00
Printer replacement Parts			20,000.00
PC Replacement Parts (Video Cards, Hard Drive & Memory)			25,000.00
Network Support Services (hours)	100	110.00	11,000.00
Replace 3 servers	3	15,500.00	46,500.00
Replace 2 servers	2	6,000.00	12,000.00
Server replacement parts			20,000.00
Server OS replacement			10,000.00
Estimated Additional Desktop Software			80,000.00
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Microsoft Publisher, Windows XP, Frontpage, Project, Visio, Vstudio.net, AutoCAD, ESRI ArcGIS, Crystal, Corel Draw, Cognos, Novell			
Microsoft Office 2007 Upgrade Software			103,000.00
Police Department Renovation (network & phones)			10,000.00
Handheld Radio Battery Replacement			10,000.00
Computer Network Maint. and Equipment Replacement			55,500.00
Motorola Radio Repair/Replacement			35,000.00
Telephone Repair/Replacement			25,000.00
Fiber installations to Sandy Point Pump Station			65,000.00
Fiber installation on Texas Avenue			30,000.00
Fiber installation to Thomas Pool and Adamson Lagoon			20,000.00
ATM Network Replacement Project Equipment			300,000.00
BVWACS radio equipment purchases			4,000,000.00
CSU Conference Facility Phone, Computer, and A/V equipment			40,000.00
Municourt Upstairs Phone and Computer Network equipment			25,000.00
Rebanding Project Radio Equipment			10,000.00
SCADA Replacement Water			77,980.00
SCADA Replacement Wastewater			54,018.00
Water new Lift Stations			27,363.00
New Construction (Well #8 & cooling tower drives)			209,350.00
<b>Subtotal - Scheduled Replacement</b>			<b>5,498,211.00</b>
<b>Service Level Adjustments</b>			
SLA - new position equipment includes desktop pc, extended warranty, network card, added memory, monitor, laptop, printer, standard software, additional phones and radios			211,988.00
SLA - Process Control (SCADA) Asset Center and Management			15,000.00
SLA - Panasonic Toughbooks and software (2)			13,900.00
<b>Subtotal - Service Level Adjustments</b>			<b>240,888.00</b>

**Unscheduled Replacements/Additions**

Estimated Additional PC setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	25	2,100.00	52,500.00
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office 2007, Norton Antivirus, Microsoft Windows client access license	25	415.00	10,375.00
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Microsoft Publisher, Windows XP Frontpage, Project, Visio, Vstudio.net AutoCAD, ESRI ArcGIS, Crystal Corel Draw, Cognos, Novell			45,000.00
Estimated Additional Printers/Plotters			40,000.00
Estimated Memory upgrades includes: desktop pc's, printers laptops	300	100.00	30,000.00
Estimated PC misc. parts includes: CD Burners, hard drives modems, network cards, DVD Burner mice, network cables			15,000.00
Estimated Monitor upgrades includes: Flat Panel and larger than 19" monitor			30,000.00
Estimated Additional Scanners	10	1,200.00	12,000.00
Estimated Additional Laptops/Toughbooks	20	4,000.00	80,000.00
Estimated Network Upgrades			50,000.00
<b>Sub-Total Unscheduled Replacement/Additions</b>			<b>364,875.00</b>
<b>Phone System Maintenance</b>			
Cisco Authorized Vendor (Calance, NWN, etc.)			35,000.00
<b>Subtotal - Phone System Maintenance</b>			<b>35,000.00</b>

**Network Software on Master License Agreement (MLA)**

Border Manager - 652 nodes		4,564.00
GroupWise - 255 additional mailboxes		5,745.00
Novell Open Workgroup Suite (1Zen/1Groupwise/1 ODES) -620		35,960.00
Netware ODES - 160 additional nodes		3,955.00
ZenWorks Asset Management -620 nodes		2,480.00
ZenWorks Patch Management - 620 nodes		5,580.00
<b>Subtotal - Network Software on MLA</b>		<b>58,284.00</b>

**PC Hardware and Software Maintenance**

Symantec Norton Antivirus/Ghost		13,550.00
HP Printer Maintenance		3,227.00
AutoCAD		10,484.00
Barracuda Spam/Spyware		1,745.00
<b>Subtotal - PC Software Maintenance</b>		<b>29,006.00</b>

**IBM Hardware and Software Maintenance**

Hardware Maintenance (2 i5s and 2 p-series)		19,922.00
i5 Software Subscription and Support	2	7,595.00
AIX Software Subscription and Support	2	1,334.00
<b>Subtotal - IBM Hardware and Software Maintenance</b>		<b>28,851.00</b>

**GIS Software Maintenance**

ArcInfo Concurrent Use License Annual Maintenance (Primary 1)		3,000.00
ArcInfo Concurrent Use License Annual Maintenance (Secondary 9)		10,800.00
Primary Maintenance for ArcView Concurrent Use License (2)		1,400.00
Secondary Maintenance for ArcView Concurrent Use License (13)		6,500.00
Primary Maintenance for ArcView Single Use License (3)		1,200.00
Secondary Maintenance for ArcView Single Use License (26)		7,800.00
Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License (1)		500.00
Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License (2)		400.00
Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License (1)		500.00
Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License (1)		200.00
Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License (1)		500.00
ArcIMS 1Server/2 CPU ArcSDE developer Support Group 1SVR 2CPUs 5 Read Write		7,550.00
Primary Maintenance for ArcCOGO Concurrent Use License (1)		500.00
Secondary Maintenance for ArcCOGO Concurrent Use License (1)		200.00
Primary Maintenance for MAPLEX Concurrent Use License (1)		500.00
Secondary Maintenance for MAPLEX Concurrent Use License (1)		200.00
MapObjects Win Ed Developers Kit Maint. (1)		1,000.00
Primary ArcGIS Publisher Concurrent (1)		500.00
<b>Subtotal - GIS Software Maintenance</b>		<b>43,250.00</b>

**Grand Total      6,298,365.00**

**September 25, 2008  
Regular Agenda Item No. 3  
Ad Valorem Tax Rate Adoption**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2008-2009 advertised ad valorem tax rate of \$0.450000 per \$100 assessed valuation.

**Recommendation(s):** Adopt a tax rate.

**Summary:** The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold two public hearings on the proposed tax rate. The City Council called public hearings on a tax rate of \$0.450000 per \$100 assessed valuation. Following each public hearing the City Council announced the meeting date, time and place to adopt the tax rate. The two public hearing were held on September 11 and on September 17.

If the City Council wishes to adopt a tax rate above the effective tax rate of \$0.423112 cents per \$100 assessed valuation, the motion to adopt such a tax rate will need to be stated as follows: "I move that property taxes be increased by the adoption of a tax rate of (specify rate)".

The current tax rate of \$0.4394 per \$100 assessed valuation was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the current rate, the budget will have to be amended and reduced.

**Budgetary and Financial Summary:** The public hearing tax rate of \$0.450000 per \$100 assessed valuation will generate approximately \$22.61 million in taxes. The current tax rate of \$0.4394 per \$100 assessed valuation will generate approximately \$22.1 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund. The property tax revenue also provides funds for the two TIF's in Wolf Pen Creek and Northgate.

For the public hearing tax rate of \$0.4500 per \$100 assessed valuation, the debt service portion is \$0.246048 per \$100 assessed valuation and the operations and maintenance portion is \$0.203952 per \$100 assessed valuation.

For the current tax rate of \$0.439400 per \$100 assessed valuation, the debt service portion is \$0.246048 per \$100 assessed valuation and the operations and maintenance portion is \$0.193352 per \$100 assessed valuation.

**Attachments:**

1. Tax Rate Ordinance (Option 1 - \$0.4500 per \$100 assessed valuation)
2. Tax Rate Ordinance (Option 2 - \$0.4394 per \$100 assessed valuation)

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

**AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2008-09 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.**

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

**SECTION 1.** That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2008-09 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty five cents (\$0.450000) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), twenty and thirty nine hundredths and fifty two thousandths cents (\$0.203952) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty four and sixty hundredths and forty eight thousandths cents (\$0.246048) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

**SECTION II.** All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

**SECTION III.** THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$10.60.

**SECTION IV.** That this ordinance shall take effect and be in force from and after its passage.

**PASSED AND APPROVED THIS 25<sup>th</sup> DAY OF September, 2008.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**

*Henry Cayell*  
\_\_\_\_\_  
City Attorney

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

**AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2008-09 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.**

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

**SECTION 1.** That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2008-09 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty three and ninety four hundredths cents (\$0.439400) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), nineteen and thirty three hundredths and fifty two thousandths cents (\$0.193352) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), twenty four and sixty hundredths and forty eight thousandths cents (\$0.246048) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

**SECTION II.** All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

**SECTION III.** THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.05.

**SECTION IV.** That this ordinance shall take effect and be in force from and after its passage.

**PASSED AND APPROVED THIS 25<sup>th</sup> DAY OF September, 2008.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**

*Samy Carrell*  
\_\_\_\_\_  
City Attorney

**September 25, 2008  
Regular Agenda Item No. 4  
Water Utility Rate Increase**

**To:** Glenn Brown, City Manager

**From:** Dave Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for water service by implementing a conservation rate system for Residential customers and a 10% rate increase for Commercial customers.

**Recommendation:** Staff recommends approval of the ordinance.

**Summary:** The attached ordinance implements the water and sewer rates discussed with Council at the September 3, 2008 Budget Workshop. The proposed rates increase the Service Charges and Usage Charges for water service as follows:

1. Service Fees: 10% increase (amount varies by meter size)

2. Residential:	<u>Usage</u>	<u>Old Rate</u>	<u>New Rate</u>
	0-10,000	\$2.22	\$2.22
	11-15,000	\$2.22	\$2.88
	16-20,000	\$2.22	\$3.54
	21-25,000	\$2.22	\$4.20
	26,000 and up	\$2.22	\$4.86

3. Commercial: 10% increase (from \$2.22 to \$2.44 per 1,000)

This rate increase is required to keep up with the increased cost of operating the water system. In addition to general inflation, operating costs have risen due to increased security requirements, fuel and material cost increases, and regulations created by the new Brazos Valley Groundwater Conservation District. Capital costs have risen dramatically, to increase the capacity of the water system to meet increasing daily demand during irrigation season.

The conservation rate system of inclined block rates is required to promote water conservation. The Simsboro aquifer has reached its maximum permitted annual withdrawal limit, and conservation is essential to keep demands within our system capabilities.

**Budget & Financial Summary:** The proposed rate increases will increase water revenues to approximately \$11.5 million. This increase is needed to continue meeting financial policies and bond covenants.

**Attachments:**

- Ordinance
- Fiscal and Budgetary policy

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

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities" Sections 2(D)(2) 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 affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: These rates are effective October 1, 2008.

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

APPROVED:

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

ATTEST:

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

APPROVED:



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

**EXHIBIT “A”**

That Chapter 11, “Utilities”, Section 2, “Water and Sewer Services”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsection D(2) to read as follows:

**D. WATER AND SEWER RATES, USAGE CHARGES AND FEES**

“(2) Rates for Water Service. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:

(a) Service Charge:

<u>Meter Size</u>	<u>Service Charge</u>
5/8 inch	\$9.99 per month
¾ inch	\$9.99 per month
1 inch	\$12.53 per month
1.5 inch	\$18.66 per month
2 inch	\$29.46 per month
3 inch	\$92.98 per month
4 inch	\$138.14 per month
6 inch	\$168.17 per month

(b) Residential Usage Charge (Defined to be a domestic meter or irrigation meter serving a residence with one or two living units):

- \$2.22 per 1,000 gallons for usage from 0 - 10,000 gallons
- \$2.88 per 1,000 gallons for usage from 11,000 - 15,000 gallons
- \$3.54 per 1,000 gallons for usage from 16,000 – 20,000 gallons
- \$4.20 per 1,000 gallons for usage from 21,000 – 25,000 gallons
- \$4.86 per 1,000 gallons for usage of 26,000 gallons and more

(c) Commercial Usage Charge (Defined to be a meter serving three or more living units or any commercial location):

\$2.44 per 1,000 gallons”

Fiscal and Budgetary Policies, Section III, B, 6, Enterprise Fund Rates

6. The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital.

**September 25, 2008  
Regular Agenda Item No. 5  
Electric Rate Ordinance**

**To:** Glenn Brown, City Manager

**From:** David Massey, Director of Electric Utilities

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for electric services an average of nine percent (9%) and adding renewable wind rates.

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

**Summary:** The attached ordinance authorizes the implementation of a nine percent (9%) increase in electric rates along with adding renewable wind rates to the ordinance.

This rate increase is necessary to cover increased wholesale power costs resulting from higher fuel, transmission and administrative fees in the Electric Reliability Council of Texas (ERCOT) market. In addition, the rate increase is necessary due to CSU system expansion projects associated with transmission, substation and distribution.

**Budget & Financial Summary:** The proposed rates will increase revenues by nine percent (9%) and are needed to continue to meet financial policies and bond covenants.

**Attachments:**

1. Electric Rate Ordinance

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

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING ELECTRICITY RATES TO VARIOUS CUSTOMERS; ADDING ELECTRICITY RATES FOR RENEWABLE WIND; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities" 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 affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: This amendment is effective October 1, 2008.

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

APPROVED:

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Secretary

APPROVED:



\_\_\_\_\_

City Attorney

**EXHIBIT “A”**

That Chapter 11, “Utilities”, Section 4, “Electrical Service”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsections A(2) through A(8) to read as follows:

**A. ELECTRIC SCHEDULE OF RATES**

The monthly rates to be charged customers for public utility services, namely electrical service, shall be in accordance with the schedules as follows:

**“(2) Electric Rate - Schedule R (Residential Customers)**

- (a) Applicable to residential customers for all domestic usage where all energy is taken through a single meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single phase, 120/240 volts.
- (c) Rate:
  - Service Charge: \$7.00 per month, plus
  - Energy Charge: \$0.1063 per kWh for the first 500 kWh,
  - \$0.0966 per kWh for all kWh over 500, except
  - \$0.0876 per kWh for all kWh over 500 in the
  - billing months of November through April.
- (d) Residential units where served under one (1) master meter shall be billed under Rate Schedule R-1.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) Automatic-Leave-On-Service - Customers who qualify for automatic-leave-on service will be billed at the above rate except the monthly service charge will be deleted. Customers will be required to contract with the City for this service provision.
- (g) Electric Rider: Wind Watts Wind Energy Rider
  - (I) Availability. This optional service shall be available to all Residential (excluding Master Metered) customers who select wind generated energy as a source of electricity under the City’s Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt’s energy is available to customers on a first-come, first-serve basis subject to available supply.
  - (II) Application. Eligible customers may select service under this rider at three levels of participation:

- a. 10% of monthly energy requirements
- b. 50% of monthly energy requirements
- c. 100% of monthly energy requirements

(III) Rate. Same rate as for Residential customers plus the monthly Wind Watts charge for the appropriate participation level:

- a. 10%: \$0.0035/kWh
- b. 50%: \$0.0160/kWh
- c. 100%: \$0.0300/kWh

(3) Electric Rate - Schedule R-1 (Master Metered Residential Units)

- (a) Applicable to Residential units for all domestic usage where all energy is taken through one (1) master meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 227/480, 2400/4160, 7200/12,470 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate - The monthly rate charge for service under this schedule shall be determined as follows:

The average kilowatt-hour usage per month per residential unit shall be determined by dividing the total monthly kilowatt-hours purchased as determined by the City's master meter, by eighty-five percent (85%) of the total number of permanently constructed residential units.

The individual energy charge per residential unit shall thence be computed on the basis of the average kilowatt-hour usage per month per residential unit figured at the following rate:

Energy Charge:	\$0.1063 per kWh for the first 500 kWh, \$0.0966 per kWh for all kWh over 500, except \$0.0876 per kWh for all kWh over 500 used per month in the billing months of November through April.
----------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The total monthly bill shall thence be determined by multiplying the energy charge per residential unit computed under the above rate by eighty-five percent (85%) of the number of permanently constructed residential units, and thence adding the following service charge:

Service Charge: \$100.00 per month per master meter

- (d) Transmission Delivery Adjustment - The monthly charge under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).

- (e) Submetering - Where electric service is submetered, the words "residential unit" in the above rate and minimum bill clauses shall be replaced with the word "submeter".

The customer operating the submetering system shall provide electric service to his tenants and render bills therefore in strict accordance with the electric submetering rules and regulations as established by the Public Utility Commission of Texas in Substantive Rule No. 25.142, a copy of which is on file in the office of the City Secretary and on the Internet at:

[www.puc.state.us.tx/rules/subrules/electric/25.142/25.142.doc](http://www.puc.state.us.tx/rules/subrules/electric/25.142/25.142.doc).

All records and reports provided for in these rules and regulations, other than those specified below, shall be made available to the City upon request.

The customer shall not impose any additional charges on his tenants over and above those charges that are billed by the City. For verification purposes, the customer shall, within five days (5) after his tenant's bills are rendered each month, file a written report with the City showing a reconciliation of his billing to his tenants plus the billing for owner used energy with the charges that are billed by the City. This report shall provide as a minimum the following information:

A calculation of the average cost per kilowatt-hour for the current month.

A listing of all submeter readings and billings, including kilowatt-hour usage metered and total rate charge, for the current month.

(4) Electric Rate-Schedule SC (Small Commercial Customers)

- (a) Applicable to non-residential customers billed through a single meter whose monthly kilowatt demand does not exceed 15 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.

- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.

- (c) Rate:

Service Charge:	\$9.00 per month, plus
Energy Charge:	\$0.1175 per kWh for the first 1000 kWh; \$0.0898 per kWh for all kWh over 1000.

- (d) Billing Demand - Demand meters may be installed on all such customers if (1) the installed load would indicate that demands over 15 kW would be experienced; or (2) if the monthly energy usage exceeds 5,250 kWh. A customer on this schedule whose metered demand exceeds 15 kW for any billing period shall be billed under Schedule LP-1 for the next twelve-month period beginning with the current month.

- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).

(5) Electric Rate-Schedule LP-1 (Medium Commercial Customers)

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is between 15 kW and 300 kW. Before service is furnished hereunder, an individual service agreement contract between the Customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
 

Service Charge:	\$25.00 per month, plus
Demand Charge:	\$10.40 per kW of monthly-billing
demand,	
	plus
Energy Charge:	\$0.0609 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
  - (i) \$181.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
  - (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
  - (iii) The minimum monthly charge specified in customer's service contract with the City plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 15 kW, Schedule SC shall apply beginning with the first month succeeding such twelve month period. Likewise, a customer on this schedule whose metered demand exceeds 300 kW for any billing period shall be billed under Schedule LP-2 for the next twelve-month period beginning with the current month.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 to the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates, and maintains all service facilities except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.

(h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).

(i) Electric Off Peak Rider

This rider is used in lieu of demand fees when the off-peak demand exceeds the on-peak demand.

(I) This off-peak rider shall apply in computing the customer's monthly electric bill. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

$$\text{Off-peak Rider} = \frac{(X + Y)}{2}$$

Where:

X = the peak demand measured during the on-peak period

Y = the peak demand measured during the off-peak period

(II) However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 6:00 AM through 11:00 PM on Monday through Friday

Off-Peak Period - 11:00 PM through 6:00 AM on Monday through Friday and 11:00 PM on Friday through 6:00 AM on Monday

(6) Electric Rate Schedule LP-2 (Large Commercial)

(a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is from 300 kW to 1500 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.

(b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.

(c) Rate:

Service Charge:	\$75.00 per month, plus
Demand Charge:	\$10.40 per kW of monthly billing
demand,	
	plus

Energy Charge: \$0.0598 per kWh for all kWh

- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
  - (I) \$3,195.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
  - (II) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
  - (III) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 300 kW, Schedule LP-1 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric On-Peak/Off-Peak Rider
  - (I) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-2, whose monthly demand is greater than 300 kW, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:
  - (II) Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
 

On-Peak Demand Charge:	\$6.65, plus
Off-Peak Demand Charge:	\$3.45

However, in no case shall the off-peak billing demand in any month be less than 50% of the off-peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 5:00 PM through 8:00 PM, daily.  
Off-Peak Period - 8:00 PM through 5:00 PM, daily.

(7) Electric Rate Schedule LP - 3 (Industrial)

- (a) Applicable to all industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is greater than 1500 kW. Service will be furnished subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480, 2400/4160, 7200/12,470 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
- |                 |                                                  |
|-----------------|--------------------------------------------------|
| Service Charge: | \$250.00 per month, plus                         |
| Demand Charge:  | \$9.85 per kW of monthly billing demand,<br>plus |
| Energy Charge:  | \$0.0574 per kWh for all kWh                     |
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest of the following charges:
- (I) \$15,034.85 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (II) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (III) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve-month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under the schedule continues for a period of twelve consecutive months without a metered demand in excess of 1500 kW, Schedule LP-2 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will

be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.

(h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).

(i) Electric On-Peak/Off-Peak Rider

(I) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-3, whose monthly demand is 300 kW or greater, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

(II) Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

On-Peak Demand Charge: \$6.30, plus  
 Off-Peak Demand Charge: \$3.25

However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 5:00 PM through 8:00 PM, daily.  
 Off-Peak Period - 8:00 PM through 5:00 PM, daily.

(8) Electric Rate-Schedule SL (Security Lights)

(a) Applicable to all security lights installed and maintained by the City for customers at their request. The customer will be required to contract for security light service for a minimum period of three (3) years. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.

(b) Additional construction costs for installing security lights:  
 The standard security light monthly fee includes installation of the security light on existing city-owned utility poles. The total cost for any additional poles, cables or other equipment as calculated by the Electrical Division must be paid in full by the customer prior to the installation of the security light.

(c) Rates per month per light:

i)	100 Watt	\$10.00
ii)	200 Watt	\$15.00
iii)	400 Watt	\$30.00

**25 September 2008  
Regular Agenda Item No. 6  
Annexation Ordinance**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance annexing 1.02 acres on Rock Prairie Road West under the exempt status.

**Recommendation:** Staff recommends approval of the ordinance as presented.

**Summary:** This ordinance completes the annexation process for 1.02 acres on Rock Prairie Road West.

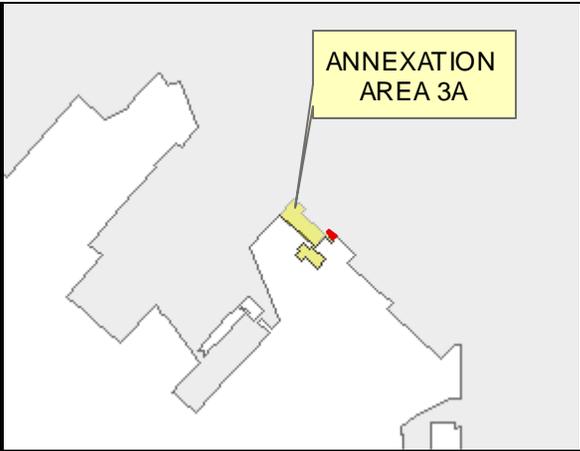
On 12 June 2008, City Council approved the petition for annexation of the subject property. On 6 August 2008, Council approved an ordinance directing staff to prepare an annexation service plan and establishing the two annexation public hearing dates. The annexation public hearings were held before City Council on 18 August and 28 August.

The annexation service plan is attached to the ordinance and effectively acts as a contract between the City and the owners of the annexed area.

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

**Attachments:**

1. Annexation Area Map
2. Ordinance



## EXHIBIT B

### **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**

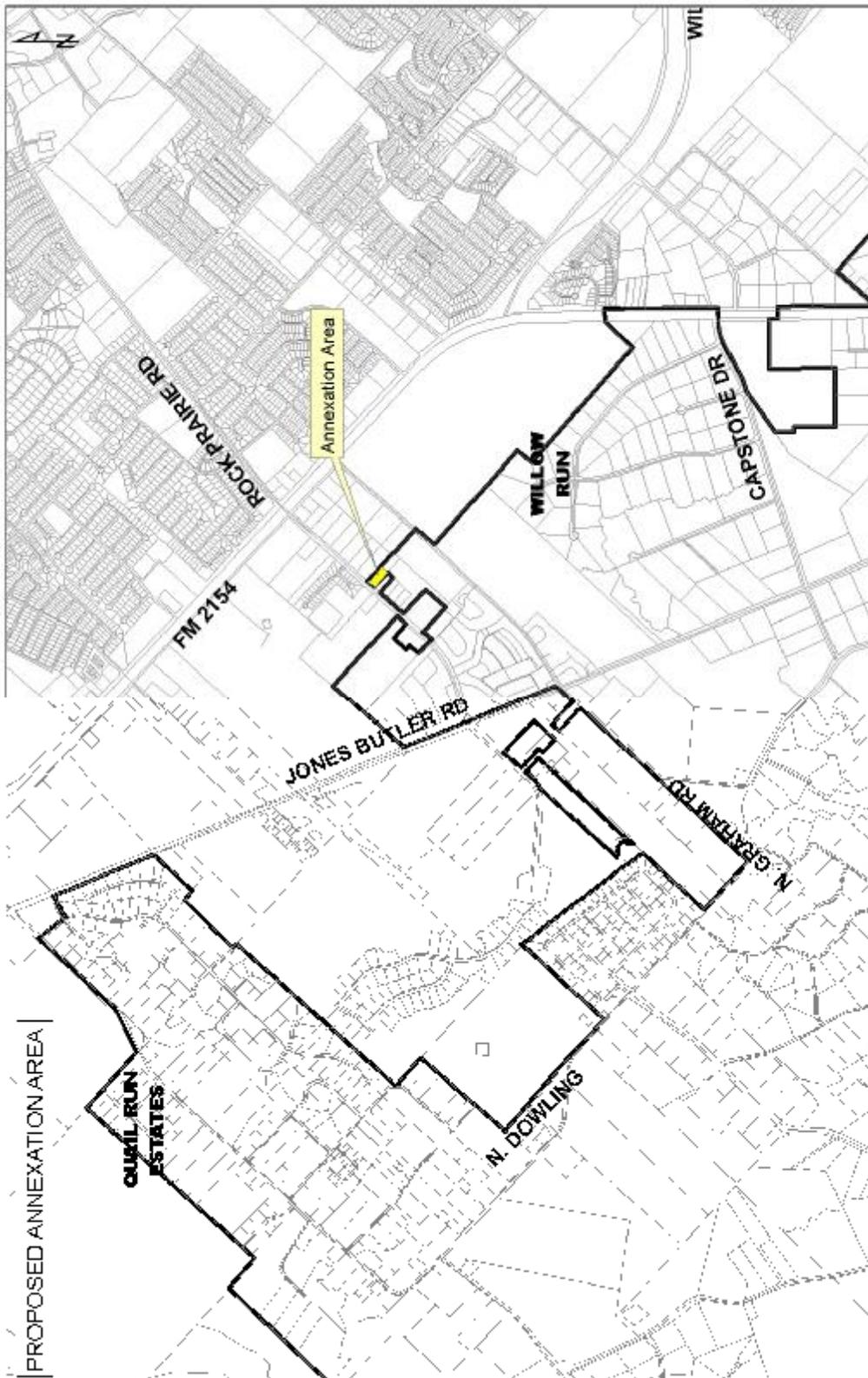
This service plan has been prepared in accordance with the TEXAS LOCAL GOVERNMENT CODE, Sections 43.021, 43.065, and 43.056(b)-(o) (Vernon 1999, AND VERNON SUPP. 2007, as amended from time to time). Municipal facilities and services to the annexed area described above will be provided or made available 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 C-2 (Commercial Industrial) per Ordinance No. 3091, approved by the City Council on 6 August 2008. 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**

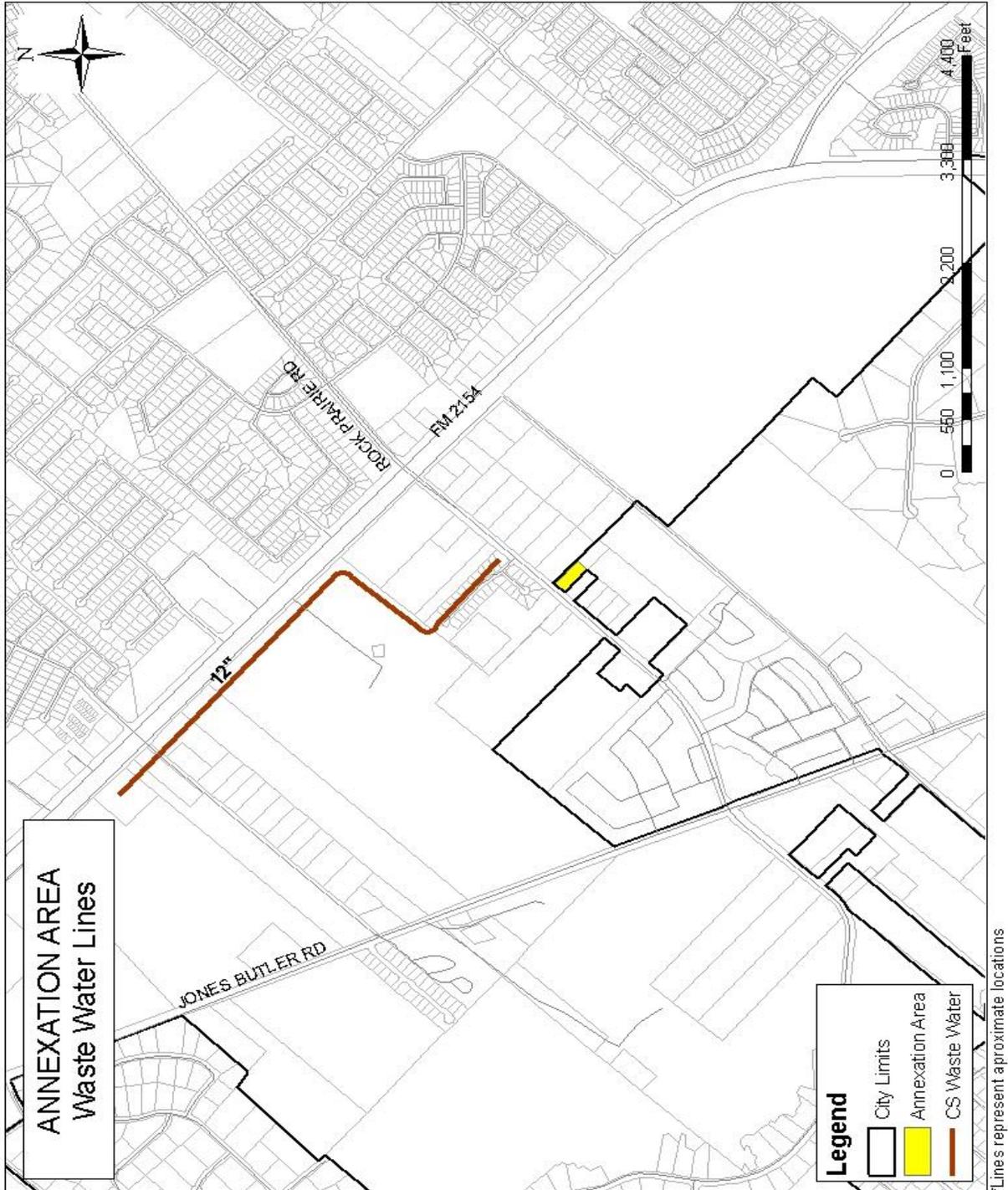
This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of City Council.

## **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"



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

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF COLLEGE STATION, ANNEXING CERTAIN TERRITORY ADJACENT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF COLLEGE STATION; APPROVING A SERVICE PLAN FOR THE ANNEXED PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station has the power by ordinance to fix the boundary limits of the City of College Station and to provide for the extension of such boundary limits and the annexation of additional territory lying adjacent to City of College Station by the City Charter of the City of College Station, Texas, Article II, Section 7; and

WHEREAS, on June 12, 2008, the City Council of the City of College Station approved a petition for annexation of the subject property.

WHEREAS, on August 6, 2008, the City Council of the City of College Station directed staff to prepare a service plan for the 1.02 acres of land identified for annexation; and

WHEREAS, the City Council finds that all the required notices were given in the time and manner required by law; and

WHEREAS, public hearings before the City Council were held in the Council Chambers on August 18, 2008 and August 28, 2008, both dates being on or after the 20<sup>th</sup> day but before the 40<sup>th</sup> day before the date of the institution of the annexation proceedings to allow all interested persons to state their views regarding the annexation; and

WHEREAS, the City Council finds that the annexation will ensure consistent and orderly development of the annexed areas; now, therefore,

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

PART 1: The tract of land described in Exhibit A, attached hereto and made a part of this ordinance for all purposes, is hereby added to and annexed to the City of College Station, Texas.

PART 2: The Service Plan, Exhibit B, attached hereto and made a part of this ordinance for all purposes, which provides for the extension of municipal services to the annexed property, is approved as part of this ordinance. The Service Plan was made available for public inspection and explained at the public hearings held on August 18, 2008 and August 28, 2008.

PART 3: Should any part of this ordinance be held illegal or invalid for any reason, the holding shall not affect the remaining sections or portion of sections or provisions of this ordinance.

PART 4: That upon final approval and after the effective date of this ordinance, all property annexed shall be zoned C-2 (Commercial Industrial) as recommended by the Planning & Zoning Commission and approved by the City Council on August 6, 2008.

PART 5: That, upon final passage hereof and after the effective date of this ordinance, the annexed territory shall be a part of the City of College Station, Texas, and the property situated shall bear its pro rata portion of the taxes levied by the City of College Station and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of College Station.

PART 6: That this ordinance shall become effective immediately upon its passage and approval by the City Council.

PASSED, ADOPTED and APPROVED this 25th day of September, 2008.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

*Nancy Cangel*  
\_\_\_\_\_  
City Attorney

**METES AND BOUNDS DESCRIPTION  
OF A  
1.02 ACRE TRACT  
(PROPOSED ANNEXATION TRACT)  
REPLAT OF ROCK PRAIRIE WEST BUSINESS PARK, PHASE I  
CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7  
BRAZOS COUNTY, TEXAS**

Metes and bounds description of all that certain 1.02 acre tract or parcel of land, being a proposed annexation tract, lying and being situated in the Crawford Burnett League, Abstract No.7, Brazos County, Texas and being a portion of Lot 7R, Block Two, Replat of Rock Prairie Business Park, Phase I, as depicted by plat recorded in VOLUME 6121 PAGE 222 of the Official Records of Brazos County, Texas, said 1.02 acre tract being more particularly described as follows:

**BEGINNING:** at a ½” iron rod with cap (stamped Taggart RPLS 5676) found marking the north corner of said Lot 7R and lying in the southeast right-of-way line of Rock Prairie Road West;

**THENCE** S 45° 36’ 31” E – 330.63 feet with the northeast line of said Lot 7R to a ½” iron rod with cap (stamped Taggart RPLS 5676) set for corner in said line and marking the proposed College Station Annexation line;

**THENCE** S 44° 22’ 00” W – 133.76 feet across said Lot 7R with said proposed Annexation line to a ½” iron rod with cap(stamped Taggart RPLS 5676) found for corner in the southwest line of said Lot 7R and being the east corner of Lot 6R, Block Two;

**THENCE** N 45° 38’ 02” W – 330.63 feet with the common line between said Lot 7R and said Lot 6R to a ½” iron rod with cap (stamped Taggart RPLS 5676) found for common north corner of said lots, and lying in said Rock Prairie Road West right-of-way line;

**THENCE** N 44° 22’ 00” E – 133.91 feet with said right-of-way line to the **PLACE OF BEGINNING**, and containing 1.02 acres of land.

**BASIS OF BEARING:** Replat of Rock Prairie West Business Park, Phase I, as recorded in VOLUME 6121 PAGE 222.

See Exhibit Drawing issued contemporaneously for more information.

May 2008

Adams, Taggart and Associates  
College Station, Texas

Surveyed by: Gregory K. Taggart  
Gregory K. Taggart R.P.L.S. No. 5676



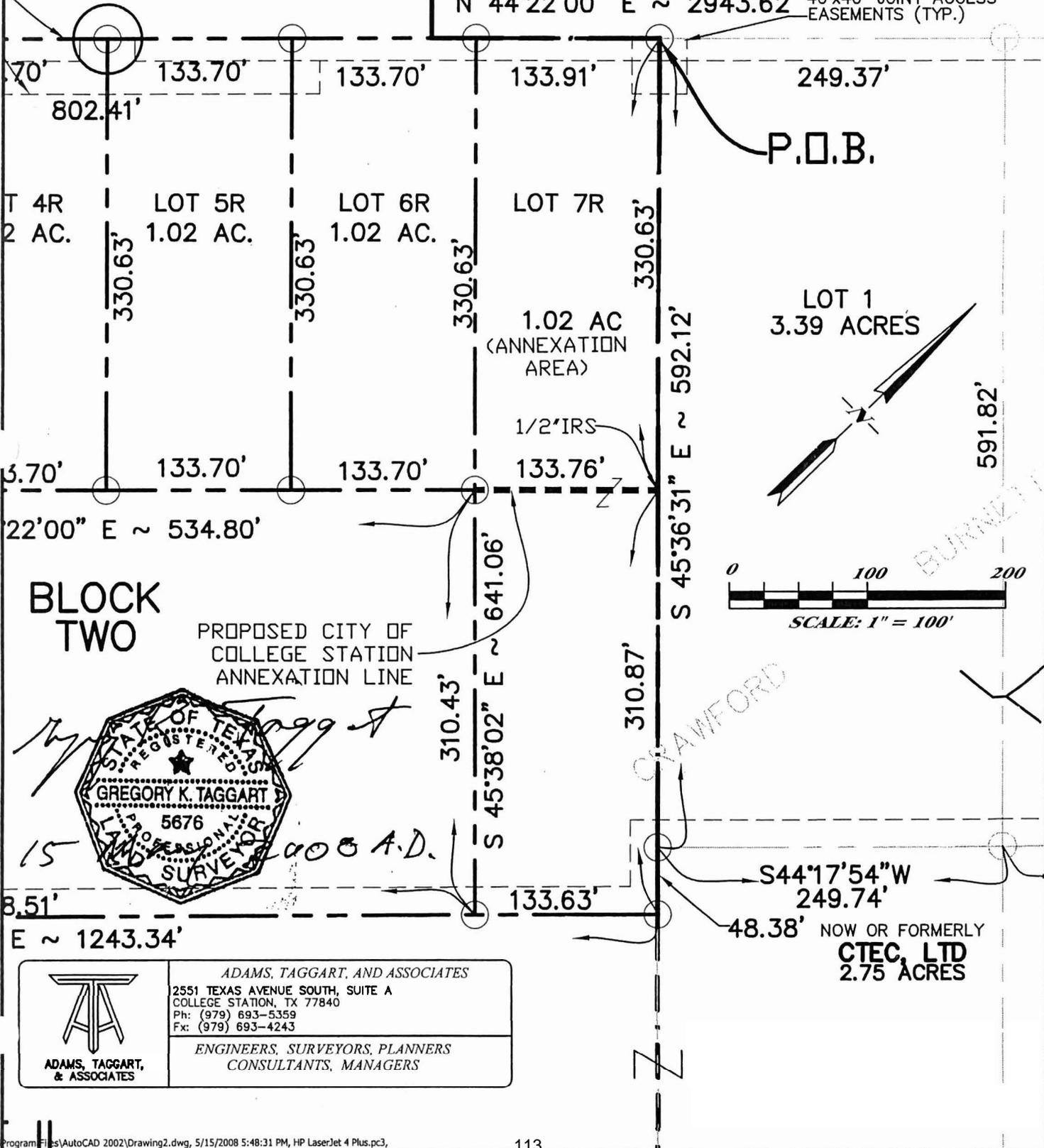
15 MAY 2008  
A.D.

SEE METES AND BOUNDS FOR FURTHER INFORMATION.

# ROCK PRAIRIE ROAD W.

(100' RIGHT OF WAY - BY PLAT VOL. 352 PG. 555)

N 44°22'00" E ~ 2943.62' EXISTING 40'x40' JOINT ACCESS EASEMENTS (TYP.)



## BLOCK TWO

PROPOSED CITY OF COLLEGE STATION ANNEXATION LINE



ADAMS, TAGGART, AND ASSOCIATES  
 2551 TEXAS AVENUE SOUTH, SUITE A  
 COLLEGE STATION, TX 77840  
 Ph: (979) 693-5359  
 Fx: (979) 693-4243  
 ENGINEERS, SURVEYORS, PLANNERS  
 CONSULTANTS, MANAGERS

NOW OR FORMERLY  
**CTEC, LTD**  
2.75 ACRES

## EXHIBIT B

**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**

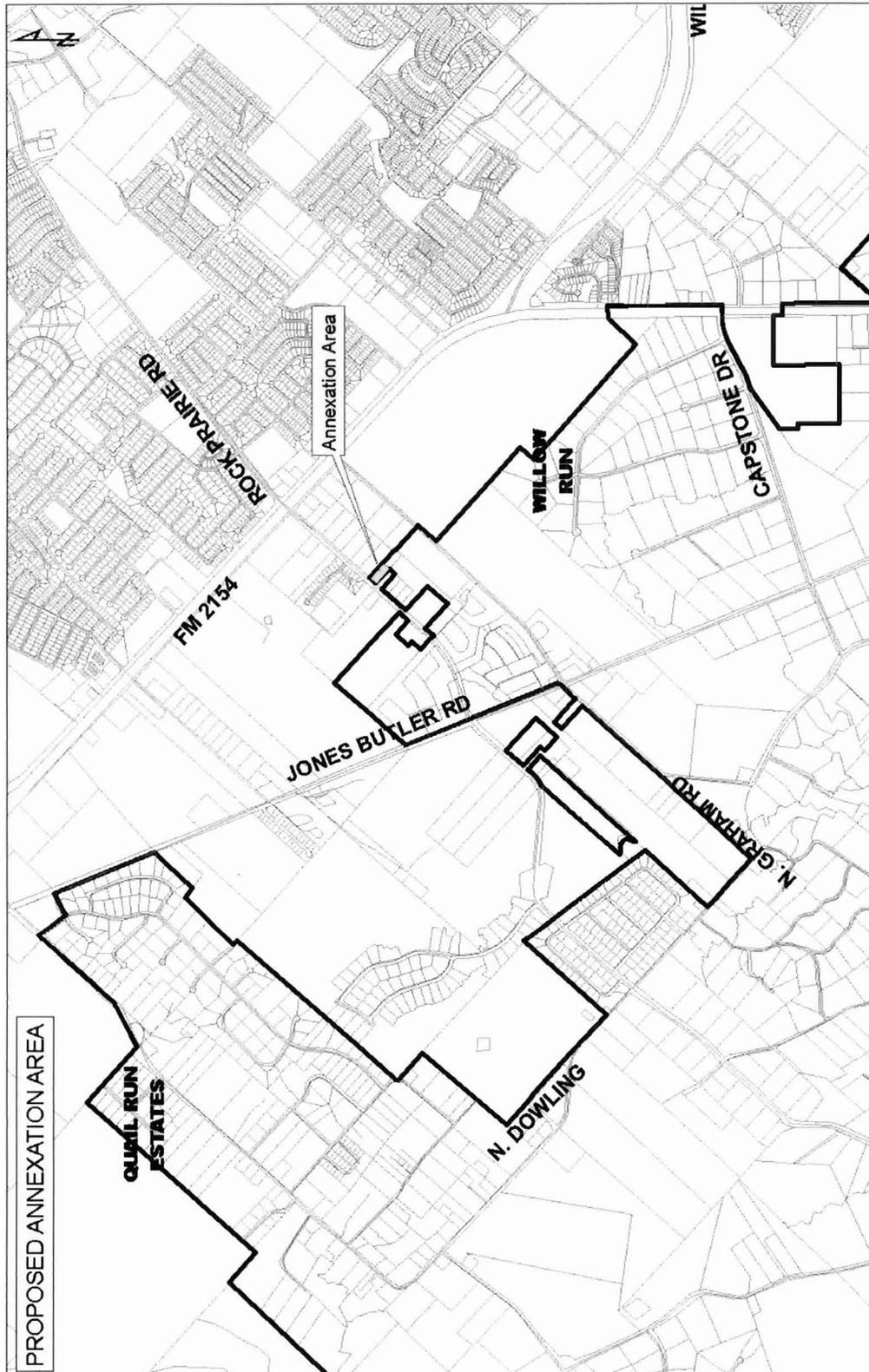
This service plan has been prepared in accordance with the TEXAS LOCAL GOVERNMENT CODE, Sections 43.021, 43.065, and 43.056(b)-(o) (Vernon 1999, AND VERNON SUPP. 2007, as amended from time to time). Municipal facilities and services to the annexed area described above will be provided or made available 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



PROPOSED ANNEXATION AREA

QUAIL RUN  
ESTATES

JONES BUTLER RD

N. DOWLING

WILLOW  
RUN

FM 2154

ROCK PRAIRIE RD

N. GRAHAM RD

CAPSTONE DR

3/23/2008

### 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 C-2 (Commercial Industrial) per Ordinance No. 3091, approved by the City Council on 6 August 2008. 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**

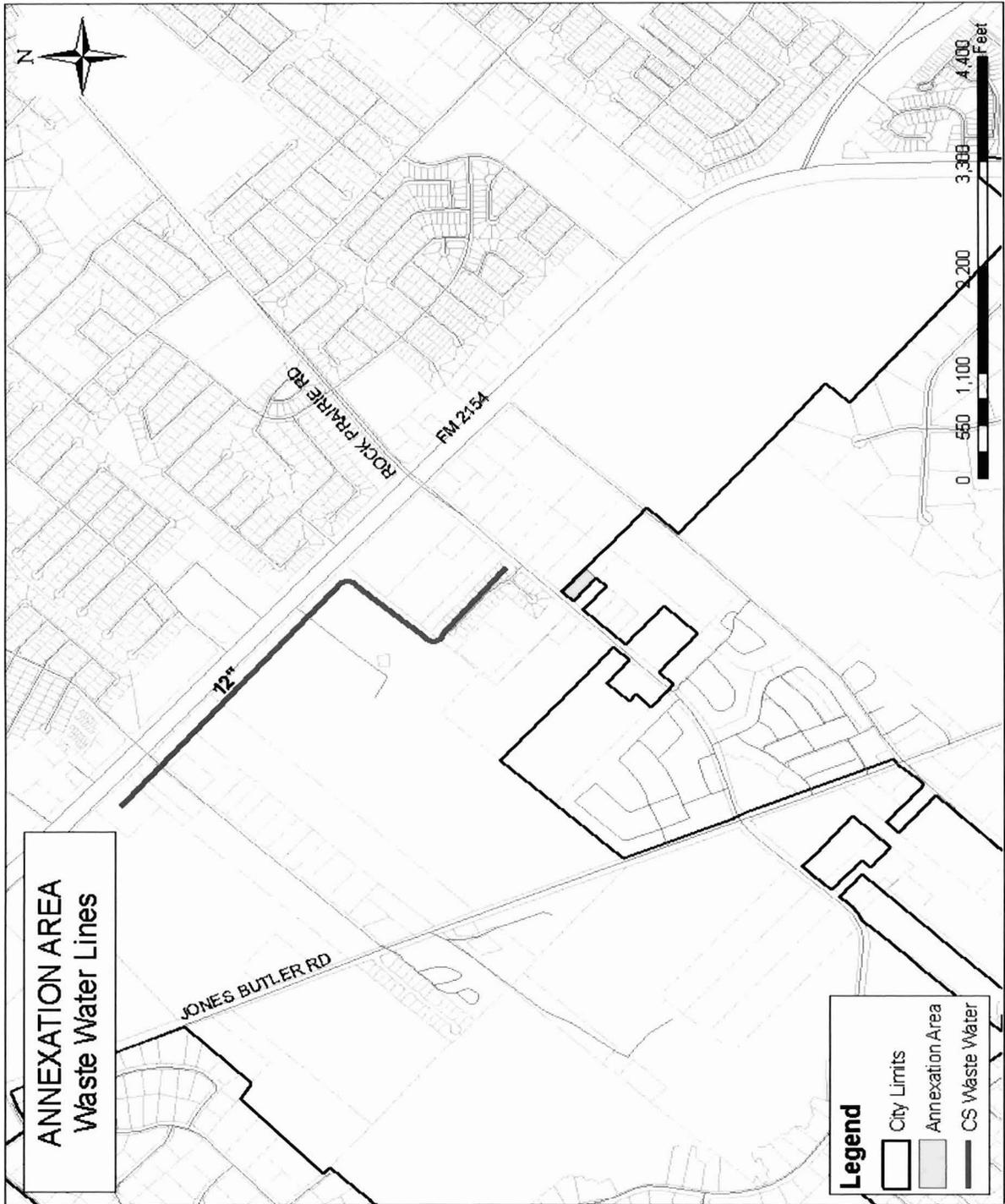
This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of City Council.

## **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"



**September 25, 2008  
Regular Agenda Item No. 7  
Facebook Presentation**

**To:** Glenn Brown, City Manager

**From:** Wayne Larson, APR, Communications Director

**Agenda Caption:** Presentation, possible action and discussion of the City's new Facebook page.

**Recommendation(s):** N/A

**Summary:** The Public Communications Department has created a Facebook page as an additional tool in its communications tool box.

Facebook is one of the many growing trends in the use of "social media". Facebook is a social utility that connects people with friends and others who work, study and live around them. People use Facebook to keep up with friends, upload an unlimited number of photos, share links and videos, and learn more about the people they meet.

Locally, Facebook is a huge hit with high school and college students, but also full-time residents of our community. Two examples of its impact, is the support skateboarder enthusiasts generated during the bond election meetings in January and the rally created by TAMU students in the spring during the housing ordinance discussions.

Here are a few statistics about Facebook:

- More than 100 million active users
- Facebook is the 4th most-trafficked website in the world
- Facebook is the most-trafficked social media site in the world
- Over 55,000 regional, work-related, collegiate, and high school networks
- More than half of Facebook users are outside of college
- The fastest growing demographic is those 25 years old and older
- Maintain 85 percent market share of 4-year U.S. universities

Public Communications Department college interns, Holly Lambert and Lacey Lively, will present some details on the many resources available on the city's new Facebook page. The city's page includes updates, photos, video, special groups and additional ways for the public to stay informed and engaged with the city.

In addition to Facebook, the department has also launched other new initiatives this year which include:

- "College Station Now" bi-weekly news magazine show on TV19
- "College Station Express" daily news briefing show on TV19
- "Access" weekly electronic newsletter
- "764-NEWS" daily news hotline
- "1690AM" radio station news updates
- TV19 news crawl and community bulletin board features
- Multi-media web pages on bond referendum, red light cameras, budget and more
- Radio pod cast page on website with Council and staff WTAW interviews

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

**Attachments:** N/A

**September 25, 2008**  
**Regular Agenda Item No. 8**  
**Historic Preservation Survey Report**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding the acceptance of the final report from Quimby McCoy Preservation Architecture, LLP (Contract #07-89) regarding an inventory and survey of historical structures and places within the older neighborhoods to the south and east of the Texas A&M University campus, and identification of potential landmarks and historic districts in these areas.

**Recommendation(s):** Staff recommends acceptance of the final report.

**Summary:** The City Council approved a contract with Quimby McCoy Preservation Architecture, LLP in October 2007 to assist in the preparations for a historic preservation program in College Station. The consultant analyzed and offered comments on the draft historic preservation enabling ordinance prepared by staff, which was adopted at the September 11, Council meeting. The second part of the contract was to initiate the process of preservation by having a survey and inventory of historic resources. To accomplish this, the consultant held interviews with citizens regarding Eastgate and South Side, performed archival research and a windshield survey of these older areas, presented this information to the public for input, and has provided a draft report that describes the historic context of the neighborhoods' development and identifies properties and areas that may have potential as historic districts.

**Budget & Financial Summary:** \$50,000 was approved for the contract with Quimby McCoy Preservation Architecture, LLC. as part of the FY07-08 budget.

**Attachments:**

1. Draft report (to be provided)

**September 25, 2008**  
**Regular Agenda Item No. 9**  
**Appointments to Brazos Animal Shelter Board of Directors**

**To:** Glenn Brown, City Manager

**From:** City Manager's Office

**Agenda Caption:** Presentation, possible action, and discussion regarding the City's appointments to the Brazos Animal Shelter's Board of Directors.

**Recommendation(s):** Staff recommends reappointing Mrs. Judy LeUnes to another two-year term as well as appointing Assistant Police Chief Larry Johnson to occupy the position currently held by Assistant Chief Scott McCollum.

**Summary:** The City of College Station has been represented on the Brazos Animal Shelter Board of Directors for the last two years by Mrs. Judy LeUnes and Assistant Police Chief Scott McCollum. The Board's bylaws limit appointees to two-year terms and these two individuals' terms end at the end of September.

Assistant Chief McCollum no longer has any supervision or involvement over College Station's Animal Control Division which is why Assistant Chief Larry Johnson is being recommended.

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

**Attachments:** N/A