



**Mayor**  
Ben White  
**Mayor Pro Tem**

**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Dennis Maloney  
Katy-Marie Lyles  
Lawrence Stewart  
David Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, July 23, 2009 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

**Presentation of Historic Building Marker #9 to Pleasant Grove Baptist Church.**

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.

**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 Council meeting held on Monday, July 6, 2009 and Thursday, July 9, 2009.

b. Presentation, possible action, and discussion regarding the approval of a resolution adopting the Economic and Community Development Department's proposed FY 2010 Action Plan and Budget.

- c. 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.
  
- d. Presentation, possible action and discussion regarding award of the services contract, for RFP 09-56 Outsourcing the Printing and Mailing of Utility Bills, late notices and inserts for an estimated annual expenditure of \$230,000 to Xpedient Mail.
  
- e. Presentation, possible action, and discussion regarding ratification of a month-to-month renewal agreement and authorization of expenditures for Utility Bill Printing, Inserting and Mailing with Pinnacle Data Systems, LLC for \$20,000.00 per month.
  
- f. Presentation, possible action, and discussion awarding Bid #09-71 for steel distribution poles (Group A) to Transamerican Power Products for \$116,815; self supporting steel distribution poles (Group B) to Transamerican for \$58,610; fiberglass composite distribution poles (Group C) to HD Supply for \$77,100; and self supporting fiberglass distribution poles (Group D) to Techline for \$9,675 for an estimated annual amount of \$262,200.
  
- g. Presentation, possible action and discussion on a letter agreement with Ingram, Wallis & Co., P.C. for Professional Auditing Services.
  
- h. Presentation, possible action, discussion, and approval on awarding Bid No. 09-54A for the purchase of various items for the Dowling Road Substation project to J.H. Davidson & Assoc \$44,340, FAPCo, LLC \$61,050, Areva T&D \$107,282, and Wesco, Inc. \$245,149 for a total of \$457,821.
  
- i. Presentation, possible action, discussion, and approval on awarding Bid No. 09-54B for the purchase of circuit switchers for the Dowling Road Substation project to KBS Electric in the amount of \$167,237.40.
  
- j. Presentation, possible action, and discussion on the approval of Change Order No. 1 to Contract No. 08-278 for Brazos Paving, Inc. This annual blanket purchase order, for concrete curb/gutter & flatwork, is used to maintain City infrastructure. This action increases the total amount of the contract from \$411,000.00 to \$513,750, an increase of \$102,750.
  
- k. Presentation, possible action, and discussion regarding ratification of a month-to-month renewal agreement and authorization of expenditures with Shelby Building Maintenance dba Professional Floor Service for \$16,679.00 per month.
  
- l. Presentation, possible action, and discussion regarding a resolution to name the Brazos Animal Shelter as the Local Rabies Control Authority for the City of College Station, replacing the Chief of Police as the Local Rabies Control Authority.
  
- m. Presentation, possible action, and discussion regarding approval of the purchase of copy machines from DocuMation in an amount not to exceed \$76,061.00. This purchase is made pursuant to our Interlocal Agreement with Purchasing Solution Alliance (a program of the Brazos Valley Council of Governments).
  
- n. Presentation, possible action, and discussion regarding a resolution to award a professional services contract to HDR Engineers in the amount of \$49,671 to conduct a study to determine what amount is allowable, under State Law, to be charged for City-wide impact fees for water and wastewater.

o. Presentation, possible action, and discussion to amend Professional Services Contract #06-175 with Strong Surveying, Inc. for Twin Oaks Landfill Phase One Survey Support to include the City of Bryan on the contract in an amount not to exceed \$174,000.00.

p. Presentation, possible action, and discussion to amend Professional Services Contract #05-033 with CSC Engineering and Environmental Consultants, Inc. for Program Management and Technical Services for the Development of the Twin Oaks Landfill Project to include the City of Bryan on this contract not to exceed \$1,127,500.00, and to amend the scope of services to remove the transition planning for the Rock Prairie Landfill to become a City of College Station park.

q. Presentation, possible action, and discussion to authorize funds for professional services from Coats, Rose, Yale, Ryman & Lee PC for litigation concerning the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$90,000.00. Approval by the Council of this request will ratify \$56,808.46 expended and provide funds for additional legal costs associated with this project through September 30, 2009.

r. Presentation, possible action, and discussion to authorize additional funds for professional services from Bickerstaff, Heath, Delgado & Acosta, LLP. for litigation concerning the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$45,000.00 for total funds of \$297,000.00. Approval by the Council of this request will provide funds for additional legal costs associated with this project through September 30, 2009.

s. Presentation, possible action, and discussion to approve BVSWMA royalty payments to Grimes County for FY2009 in an amount not to exceed \$250,000, which amount includes ratification of a total of \$104,383.95 in royalty payments made to Grimes County in FY2009, and approval of \$31,349.50 in royalty payments to Grimes County to correct payments made from October 2006 to the present.

t. Presentation, possible action, and discussion to approve BVSWMA Twin Oaks Landfill Construction Contract #08-232 Change Order #3 with C. Watts & Sons Construction Co. Inc. in the amount of \$199,844.00.

u. Presentation, possible action, and discussion regarding:

(1) the amendment of an electric rate schedule to Chapter 11 "Utilities" of the Code of Ordinances of the City of College Station for small power production and cogeneration facilities less than or equal to 100 kW; and

(2) the addition of an electric rate schedule to Chapter 11 "Utilities" of the Code of Ordinances of the City of College Station for small renewable energy (SRE) customers connecting single phase distributed generation from renewable sources less than or equal to 20 kW. (Renewable energy technologies include those derived directly from the sun, wind, geothermal source, hydroelectric source, wave or tidal energy; or on biomass or biomass based waste products including landfill gas.)

### **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 consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on both sides of Welsh Avenue beginning at the intersection with Holleman Drive and extending north 100 feet.
2. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, the Unified Development Ordinance, Section 5.5 "Planned Districts (P-MUD and PDD)," of the Code of Ordinances, related to PDD Planned Development Districts.
3. Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Thomas and Ms. Palasota to construct sewer infrastructure necessary to connect their homes to the City sewer system.
4. Presentation, possible action, and discussion regarding sunset review of Council Committees and selection of Council appointed representatives to fill vacancies on the following committees and boards.  
Arts Council of the Brazos Valley  
Audit Committee  
Brazos County Health Department  
BVWMA Policy Advisory Board  
Intergovernmental Committee  
Convention and Visitors Bureau Board of Directors  
Research Valley Partnership Board of Directors  
Sister Cities Association  
Transportation Committee  
Wolf Pen Creek Oversight Committee  
City/CSISD Subcommittee
5. Presentation, possible action, and discussion of City Council making appointments to citizen committees. These include:  
Cemetery Committee  
Construction Board of Adjustments and Appeals  
Parks and Recreation Board  
Historic Preservation  
Research Valley Partnership Board  
Convention and Visitors Bureau

6. Presentation, possible action, and discussion of Mayor Pro Tem appointment.

7. 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, July 23, 2009 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 20th day of July, 2009 at 2:00 p.m.



\_\_\_\_\_  
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 July 20, 2009 at 2:00 p.m. 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 \_\_\_\_\_, 2009 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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.



**Mayor**  
Ben White

**Mayor ProTem**

**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Katy-Marie Lyles  
Lawrence Stewart  
David Ruesink

**Draft Minutes**  
**City Council Special Workshop Meeting**  
**Monday, July 6, 2009 4:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor White, Council members Crompton, Maloney, Massey, Lyles, Ruesink, Stewart

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

**Item No. 1 Call meeting to order.**

Mayor White called meeting to order at 4:00 p.m.

**Item No. 2 Presentation, possible action, and discussion regarding the fee structure for services provided by the Planning & Development Services Department and the Public Works Department.**

Bob Cowell, ACIP, Director of Planning and Development Services presented Council presented updated information on the following practices and policies: Current fee revenues, Costs, Compliance with Council established cost recovery policies, and Comparison to benchmark communities. He also included information outlining the conclusions and recommendations of the DMG-Maximus study, historic information regarding development fees in College Station, estimates of current costs associated with building and development review, building and development fee structures for comparison of the benchmark communities, and impact and revenue scenarios. Staff recommended adoption of the fee schedule as provided and that adoption be incorporated into the FY10 budget cycle.

Council member Crompton moved to approve one half of the proposed fees effective October 1, 2009 and the remaining one half effective March 1, 2010. Council member Maloney seconded the motion.

Council member Massey made a substitute motion to support the 80% fee recovery policy by phasing in the fee increases, including one half of the recommended fee increase effective October 1, 2009 and an interim review six months thereafter. Council member Maloney seconded the motion, which carried 7-0.

FOR: Mayor White, Crompton, Massey, Maloney, Lyles, Stewart, Ruesink

AGAINST: None

City Council Workshop Minutes  
Monday, July 6, 2009

**Item No. 3 Presentation, possible action, and discussion regarding the requirements of the City's Rental Registration program as codified in Chapter 4, Section 19 of the Code of Ordinances for the City of College Station, TX.**

Bob Cowell presented a brief overview of the requirements of the City's Rental Registration program. Staff requested that Council provide direction on any desired amendments to the Rental Registration Requirements.

No formal action was taken.

Mayor White called for a brief recess at 5:23 p.m. Council continued discussions at 5:45 pm. .

**Item No. 4 Presentation, possible action, and discussion regarding exploration of available financing options for the City's planned convention center.**

David Gwin, Director of Economic Development Services reported that the staff has moved forward with the redevelopment of the Chimney Hill Shopping Center as the City's new convention center. His report included the staff's responsibility of property management of the site and its six tenants. Other items of interest were the receipt of fifteen request for qualifications from numerous experienced and well-qualified firms. And, the Texas State Legislature approved and Governor Perry signed into law a possible ¾% increase in the Hotel Occupancy Tax available to the City for his specific project.

Staff seeks feedback and direction from the Council in regards to the referred funding strategy for the facility and project.

Jeff Kersten, Chief Financial Officer presented the possible funding sources of the future convention center and the key Assumptions: Primary funding source was the Hotel Occupancy Tax, Consider reducing current Hotel Occupancy Tax Funding, Additional ¾ % Hotel Occupancy Tax, Set aside Hotel Occupancy Tax beginning in FY 10, TIF will be established, Lease revenues, and Parking revenues. Also, he presented the three (3) funding options to consider which are:

**Option 1**

Go forward – Reduce Hotel Tax Expenditures by 50% in FY 2010

- Ø Fund CVB at 100% of FY 2009 reoccurring level
- Ø Reduce Hotel Tax expenditures by 50% in FY 2010
- Ø Shift funds to convention center Project - \$2.55 - \$2.7 million per year
- Ø Begin Master Planning Process in FY 2010
- Ø Begin Design in FY 2011
- Ø Begin Construction in FY 2012
- Ø Open in FY 2013 or FY 2014

**Option 2**

Wait five (5) years – Pursue public / private partnership with hotel developer

- Ø Delay project for five (5) years
- Ø Pursue a public / private partnership
- Ø Maintain funding levels in hotel tax fund
- Ø Begin setting aside available hotel tax funds for convention center \$2.05 - \$2.2 million per year
- Ø Convention center hotel revenues – HOT and TIF
- Ø Move forward with Convention center master planning in FY 2010 to FY 2011

*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*

City Council Workshop Minutes

Monday, July 6, 2009

- Ø Begin design in FY 2014
- Ø Begin construction in FY 2015
- Ø Open in FY 2017 or FY 2018

Option 3

Go forward – Reduce Hotel Tax Expenditures by 50% over Three (3) years

- Ø Fund CVB at 100% of FY 2009 reoccurring level
- Ø Reduce Hotel Tax expenditures by 15% in FY 2010, 15% in FY 2011 and 20% in FY 2012
- Ø Shift Funds to Convention Center Project
- Ø Begin Master Planning Process in FY 2010
- Ø Begin Design in FY 2011
- Ø Begin Construction in FY 2012
- Ø Open in FY 2013 or FY 2014

Staff recommended to Council Option 1 on the financing option for the City’s planned convention Center.

Council member Crompton made a motion to approve Option 1 on the financing option for the City’s planned convention center. Council member Maloney seconded the motion, which carried 6-1.

FOR: Mayor White, Council members Crompton, Massey, Maloney, Stewart, and Ruesink

AGAINST: Council member Katy-Marie Lyles

**Adjourn.**

Hearing no objections, Mayor White adjourned the meetings at 7:10 p.m. on Monday, July 6, 2009.

PASSED AND APPROVED this 23<sup>rd</sup> day of July, 2009.

ATTEST:

APPROVED

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

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



**Mayor**  
Ben White

**Mayor ProTem**

**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Katy-Marie Lyles  
Lawrence Stewart  
David Ruesink

**Draft Minutes**  
**City Council Workshop & Regular Meeting**  
**Thursday, July 9, 2009 3:00 & 7:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor White, Council members Crompton, Maloney, Massey, Lyles, Ruesink, Stewart

**STAFF PRESENT:** City Manager Brown, Assistant City Manager Merrill, Assistant City Manager Neeley, City Secretary Hooks, Deputy City Secretary McNutt, Management Team

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

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

Council member Maloney asked about consent item 2b and the reserved funds.

Council member Crompton questioned consent item 2c and the difference in bid amounts.

Council member Ruesink inquired on consent items 2f & 2g.

**Workshop Agenda Item No.2 – Presentation, possible action, and discussion regarding a recap of the 81st Texas Legislative Session, the Special Called Session that began on July 1, and potential future legislative issues.**

Dan Shelley and Jennifer Shelley Rodriguez updated Council on the results of recently completed legislative session, the special session which began on July 1<sup>st</sup> and potential future legislative issues.

No formal action was taken.

**Workshop Agenda Item No. 4 – Presentation, possible action, and discussion regarding development/redevelopment activities and issues in Northgate.**

Bob Cowell, ACIP, Director of Planning and Development Services presented an overview of the vision, goals and strategies for the development/redevelopment of Northgate.

- **Vision – An urban district with development/redevelopment in a consistent and harmonious manner**
  - Campus-neighborhood with residential and commercial developments
  - Additional owner-occupied residents
  - New retail, commercial, and office space
  - Expansion of existing businesses
  - Safe, secure, and attractive
  - Gathering place for students and residents

*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*

## City Council Workshop Minutes

Thursday, July 9, 2009

- Strategy:
  - Support development of strategic parcels
  - Promote mixed use development on edge
  - Improve pedestrian and parking facilities in core
  - Provide additional park space
  - Develop University property with owner occupied units
  - Support dense apartments and dorms in core
  - Strategic removal and consolidation of parking
  - Increase off-street parking requirements
  - Accommodate long-term parking off-street
  - Develop and implement design guidelines
  - City investment in infrastructure to lower development costs
- Results
  - Substantial progress toward goals and vision
  - Significant public investment and support
  - Substantial market opportunities
  - Pieces are in place to take current success and fully realize vision

David Gwin, Director of Economic Development Services presented an historical overview of the projects to date in Northgate. He emphasized the importance of the Northgate corridor to our community in terms of economic benefits.

Staff recommended that Council affirm their commitment to the adopted vision, goals and strategies for the development/redevelopment of Northgate and direct staff to identify issues and opportunities.

Council directed staff to engage with stakeholders before changing ordinance and to move forward with the development and redevelopment activities in Northgate. No formal action was taken.

**Workshop Agenda Item No. 3 – Presentation, possible action, and discussion regarding the Water Conservation and Irrigation Plan for the College Station Parks and Recreation Department, as requested by Council.**

Item was moved to future agenda.

**Workshop Agenda Item No. 5 – Council Calendar**

Council reviewed Calendar.

**Workshop Agenda Item No. 6 – Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.**

No discussion was needed.

**Workshop Agenda Item No. 7 – Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning**

*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*

City Council Workshop Minutes

Thursday, July 9, 2009

**Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, BVSWMA, Signature Event Task Force, (Notice of Agendas posted on City Hall bulletin board).**

No discussion was held.

At 5:20 p.m. Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, 551.072, and 551.074 of the Open Meetings Act to seek the advice of our city attorney, to consider the purchase of real property and the appointment and evaluation of public officer(s).

**Workshop Agenda Item No. 8 – Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.**

Consultation with Attorney {Gov't Code Section 551.071}; possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation
- b. Sewer CCN permit requests for Brushy & Wellborn Services Areas
- c. Water CCN permit requests for Brushy & Wellborn Services Areas
- d. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- e. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites
- f. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District
- g. TMPA v. PUC (College Station filed Intervention)
- h. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- i. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site
- j. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- k. Chavers et al v. Tyrone Morrows, Michael Ikner, City of Bryan, City of College Station, et al
- l. Rogers Sheridan v. Barbara Schob & Greg Abbott
- m. Clancey v. College Station, Glenn Brown, and Kathy Merrill
- n. Legal issues related to Economic Development Agreement between City of College Station & Sahara Realty
- o. The rights and obligations under one or more leases at Chimney Hill city-owned property along University Blvd. located in the City.

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect

## City Council Workshop Minutes

Thursday, July 9, 2009

on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Possible Purchase or Exchange of Property near E. University and Tarrow

Personnel {Gov't Code Section 551.074}; possible action The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Planning and Zoning Commission
- b. Zoning Board of Adjustments
- c. Construction Board of Adjustments and Appeals
- d. Parks and Recreation Board

**Workshop Agenda Item No. 9 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.**

Council recessed from the executive session at 7:00 p.m. No formal action was taken.

**Workshop Agenda Item No. 10 – Adjourn.**

The workshop meeting concluded at 7:00 p.m.

**Minutes of Regular Agenda**

**Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation, Consider absence request.**

Mayor White called the meeting to order at 7:00 pm with all Council members present. Mayor White led the audience in the Pledge of Allegiance. Chief R.B. Alley provided the invocation.

**Presentation:**

Mayor White presented a Key to the City to both the TAMU Track and Field men's and women's team.

Mayor White and City Manager Glenn Brown presented the TAMIO Award to employees of the Public Communication Department.

**Hear Visitors:**

Brian Alg, resident of College Station thanked Council member Lyles for voting against the convention center and also thanked Council for not increasing the budget.

**Regular Agenda Item No. 2 -- Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.**

- a. Approved minutes for Council meeting held on Monday, June 22, 2009 and Thursday, June 25, 2009.

- b. Approved change order to the contract with JaCody, Inc for the renovations to the Municipal Courts Building. This item is a deductive change order in the amount of \$249,668.88.

- c. Approved awarding Bid #09-70 to Stresscrete, Inc., and authorized the estimated annual expenditures of \$257,320.00 for prestressed spun cast concrete poles.

- d. Approved extending the bank depository agreement with Citibank Texas, N.A. for one final year.

*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*

City Council Workshop Minutes  
Thursday, July 9, 2009

e. Approved **Ordinance No. 3188** on temporarily amending Chapter 10, Section 3E (2)(e), of the College Station Code of Ordinances by changing the posted speed limit on the section of Harvey Mitchell Parkway (FM 2818) between Welsh Avenue and Holleman Drive to 45 mph for the duration of TxDOT's FM 2818 Grade Separation project.

f. Approved **Resolution No. 07-09-09-2f** accepting from the Department of Homeland Security Fire Station Grant Program in the amount of \$3,200,000 and agreeing to provide the balance of \$3,700,000 to complete the construction of Fire Station # 6. The total cost of construction for Fire Station # 6 is projected to be \$6,900,000.

g. Approved awarding an annual contract for Turf Mowing Services for various City properties to Green Teams, Inc. for an annual expenditure of \$79,626.00. (Bid #09-19)

Council member Massey moved to approve consent agenda items 2a thru 2g. Council member Lyles seconded the motion, which carried 7-0.

FOR: Mayor White, Council members Crompton, Massey, Maloney, Lyles, Stewart, Ruesink  
AGAINST: None

**Regular Agenda Item No. 1 -- Public Hearing, presentation, possible action, and discussion of design options for the Tauber & Stasney Street Rehabilitation Project.**

Council member Crompton abstained from the discussion of this item.

Chuck Gilman, Director of Capital Improvements presented an overview of the options for the Tauber & Stasney Street Rehabilitation Project. Staff recommended that the Tauber and Stasney Street Rehabilitation Project proceed according to Option B, as this alternative meets most of the goals of the project, minimizes the negative impacts to the adjacent property owners, and is in compliance with the ordinances that private development must follow. However, based on some of the feedback from the public engagement process and some stakeholders expressed a preference for Option C. Council is familiar with Options A and B below, as these alternatives were presented on April 9<sup>th</sup> and 23<sup>rd</sup>. Option C is a new alternative. A brief summary of the alternatives is listed below.

**Option A:**

- Mill the old pavement and overlay with a new asphalt surface.
- Replace the water and sewer utilities.
- Address the pavement grade issues along Tauber between Cross and Cherry.
- Do not construct new sidewalks or install street trees along either street.
- All head-in parking and parallel parking will remain.
- Maintain two-way traffic along Tauber and Stasney.
- This option will require a clarification to the definition of a rehabilitation project in the UDO.
- Option does not require additional ROW.
- Option will not result in the permanent loss of any parking spaces along Tauber or Stasney.

**Option B:**

## City Council Workshop Minutes

Thursday, July 9, 2009

- Remove head-in parking along Tauber and Stasney - replace/keep parallel parking where possible along Tauber and Stasney (Parallel parking will be provided on one side of Stasney between University and Cherry. Parallel parking will be provided on one side of Tauber between University and Church, two sides of Tauber between Church and Cross, and one side of Tauber between Cross and Cherry).
- Amend the Northgate Parking Plan to allow for on-street parking in NG-3 along one side of Tauber and one side of Stasney.
- 8-feet wide sidewalks with street trees along Stasney.
- 8-feet sidewalks with street trees along Tauber between Church and Cherry.
- The majority of the sidewalk along the east side of Tauber between University and Church will not be modified; the sidewalk on the west side of Tauber between University and Church will be reconstructed to a width of 7-feet. Existing 6" to 8" caliper live oaks immediately behind the sidewalk on the east side of Tauber between University and Church will be preserved.
- New concrete pavement on Tauber and Stasney.
- Replace the water and sewer utilities
- Construct a new storm sewer system along Tauber and Stasney.
- Maintain two-way traffic along Tauber and Stasney.
- This option does not require an amendment to the UDO.
- This option will require a small amount of additional ROW and/or an access easement along Tauber near Cherry Street.
- This option will result in the loss of approximately 137 parking spaces along Tauber and Stasney.

**Option C:**

- Remove head-in parking along Tauber and Stasney - replace/keep parallel parking where possible along Tauber and Stasney (Parallel parking will be provided on two sides of Stasney between University and Cherry. Parallel parking will be provided on two sides of Tauber between University and Cross, and one side of Tauber between Cross and Cherry).
- 4-foot wide sidewalks on both sides of the Stasney from University to Cherry. Street trees will not be included along Stasney.
- 8-feet sidewalks with street trees along Tauber between Church and Cross.
- 4-foot wide sidewalks on the east and west side of Tauber between University and Church. This will require a dedication of 1 to 2 feet of ROW (to accommodate the construction of 42-feet of pavement) and 5 to 6 feet of land to be dedicated in the form of an access easement by property owners on both sides of the ROW (to allow the existing sidewalks on private property to be reconstructed). The existing 6" to 8" caliper live oaks immediately behind the sidewalk on the east side of Tauber between University and Church will be preserved.
- Amend the Northgate Parking Plan to allow for on-street parking in NG-3 along one side of Tauber and two sides of Stasney.
- New concrete pavement.
- Replace the water and sewer utilities.
- Construct a new storm sewer system along Tauber and Stasney.
- Maintain two-way traffic along Tauber and Stasney.
- This option does require an amendment to the UDO.
- This option will require a small amount of additional ROW and an access easement along Tauber between University and Church.
- This option will result in the loss of approximately 96 parking spaces along Tauber and Stasney.

*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*

City Council Workshop Minutes  
Thursday, July 9, 2009

Mayor White opened the public hearing.

Glenn Schroeder, 1304 Autumn Wood, expressed support for the improvements and stated his preference for Option C.

Pastor Kip Giles, TAMU United Methodist Church, on behalf of the Church, concurred with Option B.

Mayor White closed the public hearing.

Council member Maloney moved to approve Option B of the Tauber and Stasney Street Rehabilitation Project. Council member Massey seconded the motion, which carried 6-0.

FOR: Mayor White, Council members Massey, Maloney, Lyles, Stewart, Ruesink

AGAINST: None

ABSTAINED: Council member Crompton

Council member Crompton returned to meeting at 8:20 p.m.

**Regular Agenda Item No. 2 -- Public Hearing, presentation, possible action, and discussion an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection.**

Alan Gibbs, City Engineer presented brief overview of the ordinance amendment with the primary benefit to enhance flood hazard protection.

Mayor White opened the public hearing.

Sherry Ellison, 2705 Brookway Dr. expressed her appreciation to the Council for developing this amendment.

Mayor White closed the public hearing.

Council member Crompton moved to approved **Ordinance No. 3189** to amend Chapter 13: Flood Hazard Protection as presented. Council member Massey seconded the motion, which carried 6-1

FOR: Mayor White, Council members Crompton, Massey, Maloney, Stewart, Ruesink

AGAINST: Council member Lyles

**Regular Agenda Item No. 3 -- Public Hearing, presentation, possible action, and discussion concerning a resolution awarding the professional services contract (Contract No. 09-241) with Bury + Partners, Inc. in the amount not to exceed \$112,133 for engineering design services for the Hike & Bike Trail Completion Project (ST-0904) and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.**

Chuck Gilman, Director of Capital Improvements described the scope of this project to create and increase safe and convenient multi-modal transportation options within the City. The greenway trail will connect key destinations including A&M Consolidated High School, Bee Creek Park as well as residential and commercial property along this corridor. It will also connect to improvements underway along Longmire, including intersection improvements at FM 2818 and the bridge crossing Bee Creek, which will further increase multi-modal connectivity throughout the city. This also provides the opportunity to address concerns from students at A&M Consolidated who spoke at the May 18<sup>th</sup> City council meeting in need for a place to walk and bike along this corridor. Staff recommended approval of this project.

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

*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*

City Council Workshop Minutes  
Thursday, July 9, 2009

Council member Maloney moved to approved **Resolution No. 07-09-09-03** for the Hike & Bike Trail Completion Project and to approve **Resolution No. 07-09-09-03-a** for declaring intention to reimburse certain expenditures with proceeds from debt. Council member Stewart seconded the motion, which carried 7-0.

FOR: Mayor White, Council members Crompton, Massey, Maloney, Lyles, Stewart, Ruesink  
AGAINST: None

**Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion regarding the annual review of the Unified Development Ordinance (UDO), including recent UDO amendments, proposed amendments, and requested amendments.**

Bob Cowell, ACIP, Director of Planning and Development Services presented a brief annual review of the Unified Development Ordinance and the approved amendments since June 12, 2008; pending amendments, staff-identified amendments, and developer-requested amendments. He also discussed the implementation of the Comprehensive Plan through the Unified Development Ordinance.

The staff-identified amendments consisted of temporary leasing offices for multi-family developments, expansion of architectural features for Non-Residential Architectural Standards, permanent storage container area screening, and UDO amendments related to the new Comprehensive Plan.

Mayor White opened the public hearing.

Mark Lindley, 22419 Tea Garden, Katy developer of The Lofts at Wolf Pen Creek requested amendments that would include signage for mixed use projects, outdoor displays, hotel/motel as an acceptable use with a country club, and recreational vehicle (RV) parks.

Edsel Jones, 828 Pine Valley, owner of Holiday RV Park, stated that the amendments should include conditional use permits for RV Parks.

Darrell Kosler, representative from Lowes explained that the expanded list of architectural features would help and provide more flexibility. He also stated that there is no flexibility in the current outdoor display ordinance.

John Nichols with P&Z spoke on behalf of Planning and Zoning Commission and that the amendments should be considered.

Mayor White closed the public hearing.

Council member Crompton moved to approve the UDO proposed amendments as presented. Council member Stewart seconded the motion, which carried 7-0.

FOR: Mayor White, Council members Crompton, Massey, Maloney, Lyles, Stewart, Ruesink  
AGAINST: None

**Regular Agenda Item No. 5 -- Presentation, possible action, and discussion to approve an Interlocal Agreement (ILA) for Joint Use of Facilities between the City of College Station and the College Station Independent School District (CSISD).**

Tony Cisneros, Director of Parks and Recreation presented an Interlocal Agreement for Joint Use of Facilities for Parks and Recreation Department Recreation Programs. Staff recommended the continuation of this process for the joint use of facilities for Parks and Recreation Department Recreation Programs.

Clark Elle, CSISD Deputy Superintendent for Administrative Services expressed his appreciation to the Council and Staff and agreed with the process.

*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*

## City Council Workshop Minutes

Thursday, July 9, 2009

Council member Crompton moved to approve the Interlocal Agreement for Joint Use of Facilities for Parks and Recreation Department Recreation Programs with the consideration of cost elements and addressing them with the future ILA agreement. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Council members Crompton, Massey, Maloney, Lyles, Stewart, Ruesink

AGAINST: None

**Regular Agenda Item No. 6 -- Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$31,315,000 City of College Station Certificates of Obligation, Series 2009.**

Item No. 6 and No. 7 were discussed together.

**Regular Agenda Item No. 7 -- Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$3,335,000 City of College Station General Obligation Bonds, Series 2009.**

Jeff Kersten, Chief Financial Officer presented a brief overview of the issuance of the Certificates of Obligation and the General Obligations Bonds. Staff recommended approval of the ordinances issuing the Certificates of Obligation and the General Obligations Bonds.

Council member Massey moved to approve **Ordinance No. 3190** for the Certificates of Obligation. Council member Stewart seconded the motion, which carried 7-0.

FOR: Mayor White, Council members Crompton, Massey, Maloney, Lyles, Stewart, Ruesink

AGAINST: None

Council member Crompton moved to approve **Ordinance No. 3191** for the General Obligation Bonds. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Council members Crompton, Massey, Maloney, Lyles, Stewart, Ruesink

AGAINST: None

**Regular Agenda Item No. 8 -- Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Thomas and Ms. Palasota to construct sewer infrastructure necessary to connect their homes to the City sewer system.**

Item was pulled for future agenda.

**Regular Agenda Item No. 9 -- Presentation, possible action, and discussion on appointments of citizens to the following committees: Cemetery Committee, Construction Board of Adjustments and Appeals, Historic Preservation Committee, Parks and Recreation, Planning and Zoning Commission, and Zoning Board of Adjustments.**

Council member Crompton moved to approve Gary Erwin–Chair, Douglas Becker, Jon Denton, Kyle Gerard, and Donald Williams to the Parks & Recreation Board for two year terms. Council member Massey seconded the motion, which carried 7-0.

Council member Crompton moved to approve Mike Ashfield, Hugh Stearns, and Scott Shafer to the Planning & Zoning Commission for 2 year terms. Council member Maloney seconded the motion, which carried 7-0.

City Council Workshop Minutes

Thursday, July 9, 2009

Council member Crompton moved to approve Joshua Benn and Richard Dabney to the Zoning Board of Adjustments for a 2 year term. Council member Lyles seconded the motion, which carried 7-0.

**Regular Agenda Item No. 10 -- Presentation, possible action, and discussion of appointments to Committees as follows: Arts Council, Audit Committee, Brazos Co. Health Dept., Convention and Visitor Bureau, Research Valley Partnership Board, Intergovernmental Committee, Sister Cities Association, Transportation Committee.**

Item moved to July 23, 2009 meeting.

**Regular Agenda Item No. 11 -- Presentation, possible action, and discussion of Mayor Pro Tem appointment.**

Item moved to July 23, 2009 meeting.

**Regular Agenda Item No. 12 -- Adjourn.**

Hearing no objections, Mayor White adjourned the meetings at 10:25 p.m. on Thursday, July 9, 2009.

PASSED AND APPROVED this 23<sup>rd</sup> day of July, 2009

ATTEST:

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

APPROVED:

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

**July 23, 2009**  
**Consent Agenda Item No. 2b**  
**Community Development FY 2010 Action Plan and Budget**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the approval of a resolution adopting the Economic and Community Development Department's proposed FY 2010 Action Plan and Budget.

**Recommendation(s):** Staff recommends approval of a resolution adopting the proposed Plan and Budget, authorizing new allocations and expenditure of remaining balances, and for the City Manager to execute all necessary documents.

**Summary:** The action requested is approval of a resolution adopting the proposed Plan and Budget as presented at the June 25, 2009 Council Meeting. The U. S. Department of Housing and Urban Development (HUD) requires the Plan and Budget be received by August 16<sup>th</sup>, therefore approval is required on this agenda to meet the required application deadline. Amounts available next year include \$1,129,425 in Community Development Block Grant (CDBG) funds, \$717,005 in HOME Investment Partnership Grant (HOME) funds, and various carry-over amounts from previous allocations.

Council reviewed the draft FY 2010 Plan and Budget at its June 25<sup>th</sup> meeting. A public comment period has been completed and comments received are included in the Plan. The Plan and Budget were developed with input received from a series of public hearings, program committee meetings, needs assessment studies, and citizen surveys. Information from the City's 2005 – 2009 Consolidated Plan was also used in preparing this year's Action Plan. Plan goals and objectives were developed in accordance with the Department's Strategic Business Plan to best meet the unique needs of lower-income citizens, and to provide support for families working towards self-sufficiency. Each year, the City must submit to HUD an Action Plan that includes descriptions of projects and activities to be carried out with grant funding. The proposed Plan and Budget were developed in accordance with HUD grant requirements and are now being presented for approval.

CDBG and HOME funds may only be used to: (1) benefit low and moderate-income persons; (2) aid in the elimination of slum and blight, and/or; (3) meet an urgent need. The City has traditionally used these funds for a variety of activities, including: affordable housing programs (homebuyer assistance, security deposit assistance, rehabilitation, replacement housing, new construction and minor repairs); funding of direct services to low-income families; acquisition; demolition; code enforcement; commercial rehabilitation; and park, street, infrastructure and public facility improvements in low-income areas of the City.

**Budget & Financial Summary:** See attached financial summaries for the proposed FY 2010 Budget for CDBG and HOME funds. Staff will be prepared to answer questions regarding the proposed FY 2010 Plan and Budget.

**Attachments:**

Attachment 1 – Proposed FY 2010 Community Development Budget Summary

Attachment 2 – Plan Development Process Summary

Attachment 3 – Proposed FY 2010 Public Service Funding Recommendations

Attachment 4 – FY 2010 Community Development Goals

Attachment 5 – Comments on Proposed FY 2010 Plan and Budget (Most current record will be provided at the Council meeting)

Attachment 6 - Resolution for FY 2010 Action Plan and Budget

(Draft Action Plan and Budget provided to Council in the July 23, 2009 Agenda Packets)

Attachment 1: FY 2010 Proposed Community Development Budget

PROJECT	CDBG & HOME CARRY-OVER	CDBG & HOME NEW ALLOCATIONS	CDBG & HOME TOTAL PROPOSED
Owner-Occupied Rehabilitation	\$196,353	\$0	\$196,353
Demolition	\$2,919	\$7,081	\$10,000
Acquisition	\$0	\$661,071	\$661,071
Interim Assistance	\$5,000	\$0	\$5,000
Homebuyer Assistance	\$85,352	\$19,648	\$105,000
CHDO	\$452,598	\$107,551	\$560,149
New Construction	\$114,699	\$518,106	\$632,805
Code Enforcement (PDS)	\$0	\$85,416	\$85,416
Code Enforcement (ECD)	\$0	\$37,031	\$37,031
Tenant Based Rental Assistance	\$33,915	\$0	\$33,915
CHDO Operating Expenses	\$118,246	\$0	\$118,246
Public Service Agency (See Attachment 3)	\$0	\$169,413	\$169,413
Grant Administration	\$18,353	\$241,113	\$259,466
<b>Total</b>			<b>\$2,873,865</b>

## Attachment 2: Plan Development Process Summary

### Plan Development Process

<u>Event</u>	<u>Date</u>
Pre-Application Workshop for Agencies	Feb. 13 <sup>th</sup>
1st Public Hearing on Plan & Budget	March 10 <sup>th</sup>
Agency Applications Due	March 27 <sup>th</sup>
JRFRC CDBG Public Service Application Review Meetings	April 9 <sup>th</sup> April 16 <sup>th</sup> April 23 <sup>rd</sup> April 30 <sup>th</sup> May 7 <sup>th</sup> May 14 <sup>th</sup> May 21 <sup>st</sup> June 10 <sup>th</sup> June 11 <sup>th</sup>
Begin 30-day Public Comment Period	June 22 <sup>nd</sup>
Council Presentation of Plan and Budget	June 25 <sup>th</sup>
2nd Public Hearing on Plan & Budget	July 7 <sup>th</sup> a
Adoption of Plan and Budget by Council	July 23 <sup>rd</sup>
Deadline for Submission to HUD Regional Office	August 16 <sup>th</sup>



Attachment 3: FY 2010 CDBG Public Service Funding Summary & Recommendations

FY 2010 CDBG Public Service Funding Summary & Recommendations

Agency	Program	Requested	Recommended Funding	Funded Items	Client #'s /Cost per Client	Funding City
Voices for Children	Court Appointed Special Advocates	\$24,997	\$24,997	Personnel & Staff Training & Training Equipment	155 \$161.27	Bryan
Scotty's House	Counseling Program	\$17,224	\$17,224	Personnel	135 \$127.73	CS
Twin City Mission	The Bridge Case Management	\$38,105	\$30,896	Case Manager & Client Assistance	558 \$55.37	CS
Brazos Valley Food Bank	Backpack Program	\$33,758	\$25,000	Supplies	575 \$58.71	Bryan
Brazos Maternal & Child Health Clinic, Inc.	The Prenatal Clinic	\$50,000	\$22,000	Vitamins & Medicine	1125 \$19.56	CS
Mental Health Mental Retardation Authority of Brazos Valley	Mary Lake Drop-In Center	\$37,047	\$19,985	Van, Maintenance, & Utilities	40 \$69.32	CS & Bryan
Family Promise of Bryan – College Station	Family Support Services Program	\$15,000	\$10,000	Contract Labor	60 \$250	Bryan
Unity Partners dba Project Unity	Supervised Visitation Program	\$35,000	\$20,000	Personnel & Security	650 \$53.85	Bryan
Big Brothers Big Sisters of Central Texas	BBBS of Brazos Valley	\$24,744.17	\$12,000	Personnel	215 \$55.81	CS
Brazos County Rape Crisis Center Inc., dba Sexual Assault Resource Center (SARC)	Individual Counseling	\$33,861.60	\$18,500	Individual Counseling	151 \$123.33	CS
Health for All	Mental Health Counseling	\$34,440	\$17,220	Personnel	175 \$98.40	CS
Brazos Valley Rehabilitation Center	Charitable Services Program	\$50,000	\$14,000	Charitable Services	70 \$200.00	CS
Mosaic Southeast Texas	Day Habilitation	\$3,000	\$0			
Total		\$397,176.77	\$231,822			

City Department Programs						
Kids Klub	Subsidized Tuition	\$21,000	\$21,000		150 \$140	
Lincoln Center	Summer Program	\$13,800	\$13,800		700 \$19.71	

## Attachment 4: FY 2010 Community Development Goals

### Housing Goals

---

- ▶ Ensure Adequate Affordable Rental Housing Opportunities for Lower Income Individuals and Families
- ▶ Ensure adequate Affordable Housing Opportunities for Lower Income Special Needs Populations
- ▶ Ensure Adequate Housing Assistance for Lower Income Home Owners
- ▶ Ensure Adequate Affordable Housing Opportunities for Lower Income Home Buyers
- ▶ Ensure Affordable, Safe and Secure Housing Opportunities for Lower Income Occupants

### Homeless Goals

- ▶ Help low-income families avoid becoming homeless
- ▶ Reach out to homeless persons and assess their individual needs
- ▶ Address the emergency shelter and transitional housing needs of homeless persons
- ▶ Help homeless persons make the transition to permanent housing and independent living

### Non-Housing Goals

- ▶ Encourage the Delivery of Human Services to Assist Families in Reaching Their Fullest Potentials
- ▶ Support Public Facilities and Infrastructure to Provide Safe, Secure and Healthy Environments for Families
- ▶ Expand Economic Opportunities for Development of Strong and Diverse Economic Environment to Break Cycle of Poverty
- ▶ Revitalize Declining Neighborhoods in Support of Well Planned Neighborhoods for Development of Families

## **Attachment 5: Comments Received & Final Revisions on the Proposed FY 2010 Action Plan & Budget**

### **Comments Received During the July 7<sup>th</sup> Public Hearing:**

- ✓ One agency representative (Voices for Children) expressed appreciation for the City's continued stewardship to public service agencies.
- ✓ An agency representative (Twin City Mission) expressed appreciation for the City maintaining its maximum allocation of 15% of CDBG for public service agencies. She added that this is especially meaningful now as the housing crisis and recession has hit the nonprofit sector's other sources of funding.
- ✓ One agency representative (MHMR) stated his appreciation to the City for bringing HUD funding to the area. He encouraged the City to continue allocating 15% of CDBG for public service agencies. He also thanked those involved in the joint relief funding process.
- ✓ Another agency representative (MHMR) thanked the City for its outstanding technical assistance provided to grant applicants.
- ✓ A City of Bryan representative provided a written comment: "On behalf of the City of Bryan Community Development Services Department, we would like to express our sincere appreciation for the cooperation and collaboration of the City of College Station Economic and Community Development Department in planning and data collection and for coordinating support of the City of Bryan's application for NSP funding."

### **Comments Received During the 30-Day Public Comment Period:**

- ✓ ?

### **Final Revisions Made to the Proposed 2008 – 2009 Action Plan and Budget:**

- ✓ ?

**NOTE:** Comments were received from local agency representatives at the July 7, 2009 Public Hearing and during the 30-Day Public Comment Period. There are no changes to the specific program / project allocations as recommended at the June 25<sup>th</sup> Workshop. Only the above noted updates, public comments, and responses to comments were made to the draft as previously presented to Council.

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

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE FISCAL YEAR 2010 ACTION PLAN AND BUDGET ALLOCATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS.

WHEREAS, the City of College Station is entitled to receive \$1,129,425 in Community Development Block Grant (CDBG) funds and \$717,005 in Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD) in fiscal year 2010 and has prepared a Fiscal Year 2010 Action Plan and Community Development Budget as required to secure these funds; and

WHEREAS, the City of College Station, Texas, has a Five-Year Consolidated Plan that has been approved by both HUD and the City that guides the development of each year's Action Plan and Budget; and

WHEREAS, the City of College Station, Texas, has an established Community Development Program under Chapter 373 of the Texas Local Government Code that (1) identifies areas of the City with concentrations of low and moderate income persons; (2) establishes areas in which program activities are proposed; (3) provides a plan under which citizens may publicly comment on activities; and (4) requires public hearings on program activities; and

WHEREAS, the City of College Station has provided adequate information to the citizens and an opportunity to participate in the development of the City's Fiscal Year 2010 Action Plan and Community Development Budget; and

WHEREAS, the City Council acknowledges that the adoption of the Fiscal Year 2010 Action Plan and Community Development Budget is in the best interest of the City and is for the purpose of securing additional community development resources for the primary benefit of low and moderate income citizens; now, therefore,

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

- PART 1: That the City Council hereby approves the Fiscal Year 2010 Action Plan and Community Development Budget which serves as the City's application to HUD for CDBG and HOME funds;
- PART 2: That the City Council hereby authorizes and designates the City Manager to sign all required applications, certifications, evaluations and other forms required by HUD for the Fiscal Year 2010 Action Plan and Community Development Budget on behalf of the City of College Station.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009

APPROVED

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED:

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

**July 23, 2009**  
**Consent Agenda Item No. 2c**  
**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. All five of the impact fees were updated by Council in accordance with State Law in either 2008 or 2009.

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 July 2, 2009 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. 07/02/09 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**

---

**DATE:** July 2, 2009  
**TO:** Planning and Zoning Commission  
**FROM:** Carol Cotter, P.E., Sr. Asst. City Engineer  
**SUBJECT:** Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

---

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. All five of the impact fees underwent a 5-Year Update in either 2008 or 2009 (as noted below) in accordance with State Law. 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 in April of 2008. 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 \$321,970.08 (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 in April of 2008. 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 \$8,614.31 for total amount of \$523,556.73 (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 in April of 2008. 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 \$0.00 for total amount of \$20,048.88 (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 in April of 2008. 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 \$7,767.54 (per Account #240-0000-101.00-00).

03-02 Sanitary Sewer ( Steeplechase) (715 acres) \$357.74/LUE

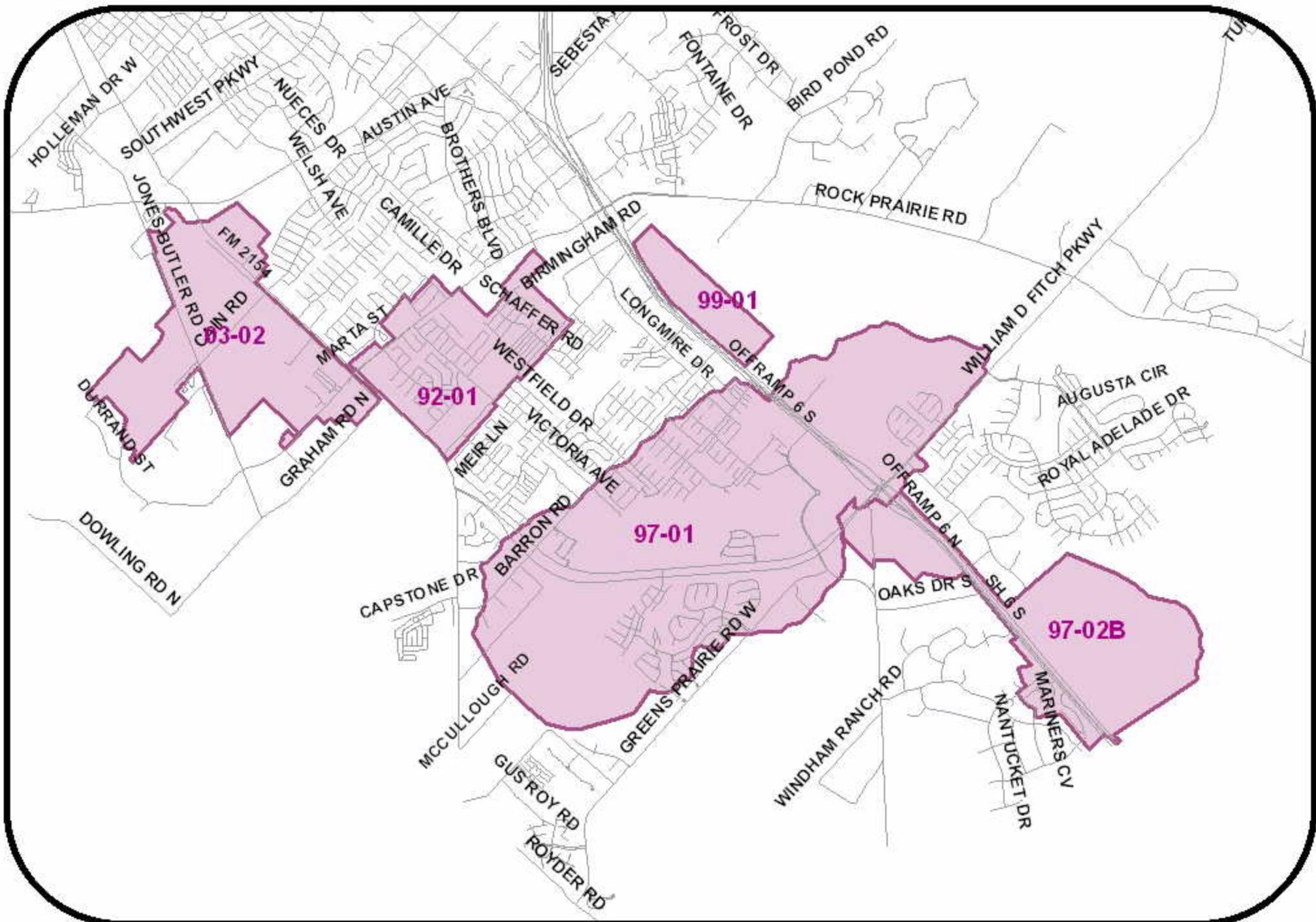
This fee was initially implemented in June 2003 at \$300.00/LUE and was revised to the current amount in May of 2009. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed 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 was completed in 2006 and 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. Fees collected over the last 6 months are \$11,400.00 for total amount of \$17,416.03 (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 is in compliance with state law. With your direction, this Semi-Annual Report will be forwarded to City Council for their update and the Mayor's execution of the certification.

Attachments:

1. Impact Fee Service Areas Map
2. Compliance Certification Letter to Attorney General



1 inch equals 4,000 feet



Impact Fee Areas - June 2009

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 Council of the City of College Station, Texas, is required to submit 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 July 2, 2009, 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. 2009.

ATTEST:

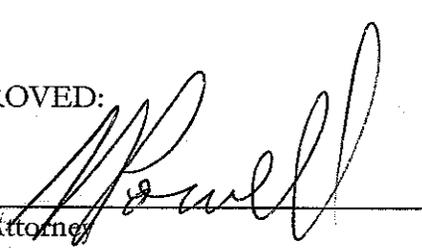
APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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





## COMPLIANCE CERTIFICATION LETTER

July 2, 2009

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,

---

Ben White  
Mayor  
City of College Station

**July 23, 2009**  
**Consent Agenda Item No. 2d**  
**Contract for Printing and Mailing of Utility Bills and Inserts**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding award of the services contract, for RFP 09-56 Outsourcing the Printing and Mailing of Utility Bills, late notices and inserts for an estimated annual expenditure of \$230,000 to Xpedient Mail.

**Recommendation(s):** Staff recommends approval of the contract with Xpedient Mail for Outsourcing the Printing and Mailing of Utility bills, late notices and inserts for an estimated annual expenditure of \$230,000

**Summary:** The current contract with Pinnacle Data Systems expired on April 23,2009, and we have been working under a series of month to month agreements since then. RFP's were sent to vendors that specialize in the printing and mailing of utility bills, notices and inserts. Fifteen responses were received and evaluated with Xpedient Mail chosen as the vendor that best meets the needs of the City of College Station. Xpedient Mail is located in Bryan, Texas. For this project, Xpedient Mail will use the base bill product from Sungard Public Sector software to produce and send the bills and notices. They will also print the utility bill insert. In addition, Xpedient Mail will make images of an exact duplicate of the bill available to city staff.

**Budget & Financial Summary:** We are sending out approximately 420,000 utility bills and 72,000 late notices annually. Currently we spend approximately \$20,000 annually on supplies (paper, envelopes, etc), \$25,000 on professional services, \$30,000 for printing of the insert and \$150,000 on postage. Funds are budgeted and available in the Utility Customer Service and the Public Communications budget.

**Attachments:**

1. Services Contract with Xpedient Mail

## City of College Station

### SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Xpedient Mail, a division of Sunbelt Business Graphics, Inc.** (the "Contractor"), for the following work: Printing, Mailing and Inserting Utility Bills (including printing the monthly Utility Bill Insert) a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **two hundred thirty thousand and no/100 Dollars (\$230,000.00)**. Within seven (7) calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. Except as provided in Paragraph 12 hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$25,000.00)**

AB

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

- OR -

AB

- B. **It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's**

**work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.**

10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

**XPEDIENTMAIL**

**A Division of Sunbelt Business Graphics, Inc.**

BY:  \_\_\_\_\_  
Printed Name: Glenn Hudson \_\_\_\_\_ Date \_\_\_\_\_  
Title: Manager \_\_\_\_\_

**CITY OF COLLEGE STATION**

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

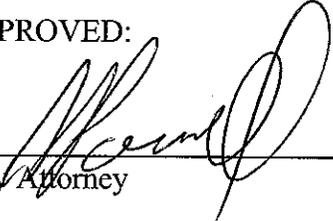
ATTEST:

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

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
City Manager \_\_\_\_\_ Date \_\_\_\_\_

APPROVED:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Exhibit A**  
**SCOPE OF SERVICES**



Division of Sunbelt Business Graphics, Inc.

## Printing, Mailing and Inserting Utility Bills

RFP #09-56

April 30, 2009

Revised 6/22/09

---

**Contact Info:**  
Brandon Warlick  
bwarlick@xpedientmail.com  
(979) 821-2588  
2900 Finfeather Rd  
Bryan, Tx 77801

# A. Qualifications and Experience

## 1. Introduction

Xpedient Mail is a full service document imaging and mailing company with a primary focus on invoices and late notices. Xpedient is part of Sunbelt Business Graphics, Inc. who has provided document printing services to the City of College Station since the early 1980's. Sunbelt has operated a local sales office in College Station for the past 14 years. Sunbelt also has an office, warehouse and production facility located in Nacogdoches, Texas.

In the early 1990's Sunbelt began providing mailing services for its many commercial printing customers. By the late 90's Sunbelt had purchased part ownership in a print/mail firm in Tyler, Texas and in 2002 formally opened Xpedient Mail. The facility is located in Bryan, Texas. Xpedient was founded to service local companies who needed a local source to handle their outgoing mail. Over the past 7 years Xpedient has experienced dramatic growth by servicing local and regional customers. Land was recently purchased near the Bryan Post Office to accommodate future expansion and a new facility. Xpedient is the only mail service located in the Brazos Valley with the capabilities to print and mail invoices and other documents from data files using intelligent inserting technology. Note: The Sunbelt facility in Nacogdoches serves as a strategic backup in Xpedient's official Business Continuity Plan.

Brandon Warlick and Glenn Hudson are managing partners of the Xpedient Mail division. They will provide exceptional, personal service to city personnel. They are available at any time to meet in person, by phone or via email. Brandon and Glenn have a "what ever it takes" attitude and will ensure that all mail is processed on-time and accurately.

Xpedient Mail has several unique advantages over competitors for this Request For Proposal:

- (i) By utilizing Xpedient Mail, the city will always get the fastest delivery of bills to City utility customers. All mailings by Xpedient will be delivered directly to the Bryan US Postal Service. The Bryan US Postal Service is the Sectional Control Facility which "works" all of the mail that is delivered to the City of College Station residents and businesses. Vendors outside of this service area can not provide this benefit. Use of an out of town vendor will result in mailings being delayed to recipients and consequently have an affect on accounts receivable.
- (ii) Being local, Xpedient representatives are available to meet with any city personnel on demand with no time lost or travel ever required. We feel this will prove to be beneficial over time. It will also be helpful should the city have special inserts or other physical materials which need to be picked up by the vendor. It's our belief that since the city will be dealing directly with local Xpedient Mail personnel, in-person all the time that our service will be unmatched.

## **2. Key personnel**

Brandon Warlick – Managing Partner / Information Technology Manager

Glenn Hudson – Managing Partner / Production Manager

### **Project Manager: Brandon Warlick**

Brandon Warlick will be the primary point of contact for the City. If awarded the contract, Brandon will meet with City personnel to work through the design of the bills as well as coordinate file transfer procedures and training.

Following are backgrounds for the key personnel:

#### Brandon Warlick

- Currently resides in College Station with 4 children attending school.
- Has been employed by Sunbelt / Xpedient Mail since 1989.
- 20 years experience in document management.
- Extensive training and background in forms and document production.
- Served as General Manager for the Nacogdoches facility from 1995 to 2001.
- Move to College Station in 2001.
- Co-founded Xpedient Mail.

#### Glenn Hudson

- Currently resides in College Station with 2 children attending school.
- Graduate of Texas A & M University class of '86.
- 10 years upper management experience in a Fortune 500 company
- Joined Sunbelt / Xpedient Mail in 1995.
- Extensive training and background in print and mail production.
- Co-founded Xpedient Mail.

### 3. Experience

#### **Cherokee County Electric Cooperative - Rusk, Texas**

Xpedient was awarded a contract in 2006 to design a new invoice with a monthly usage graph and to handle all outgoing mail. This task was identical to the project described in this RFP. Xpedient was provided a data file with field descriptions just like the "Bill Data File(s) Layout and Definition" described in this RFP. The data file was utilized to build a new invoice layout for the customer complete with usage graph. The data file did not contain the fields necessary for the functionality that Cherokee required, so Xpedient built a complex "intermediate" software application that takes the customers data file, extracts pertinent fields, calculates additional fields and generates custom messages.

Targeted inserts: Cherokee, on occasion, has requested a special insert to go in the envelope for only specific subsets of the bills. Xpedient has the technology to use any field that exists on the invoice to trigger the insertion of a special insert. This could be used for targeting business or residential bills.

Targeted messages: Cherokee has requested (4) special messages to appear on bills.

1. A general message is printed on each bill. This message is emailed to Xpedient in a simple email message. Xpedient provides a proof back and the message is implemented the same day. From that day forward, all outgoing bills will display the general message. If the message needs to be changed, a simple email to Xpedient will initiate a change.
2. A specific "late notice" message is generated for customer's who have an unpaid balance. This message appears in a unique position in addition to any other message.
3. A special message is printed for a specific subset of bills. Cherokee has been installing AMR meters to specific sub-stations. At the beginning of each month they notify Xpedient via a simple email which sub-stations will be affected. Xpedient modifies the document layout on the fly and a special message appears for bills going to these specific substations notifying them about the meter change.
4. A special message is printed on bills in which an AMR meter has already been installed. Cherokee found that some customers were still reading their meters even after the AMR meter was installed. Xpedient implemented a special message to print on these bills in addition to adding an indicator in the meter reading boxes which further signal to the customer that they do not have to send in their meter reading.

#### **Bryan Texas Utilities (BTU) Bryan, Texas**

Xpedient began servicing BTU in 2007. Once again, the scope of work is almost identical to the project described in this RFP. BTU requires daily billing cycles. Xpedient sorts, prints, inserts all utility bills, delinquency notices and final notices.

Xpedient handles all daily bill, termination and reminder notice printing and mailing. Additionally, Xpedient prints on-demand newsletters that are inserted into the bills. BTU is

currently taking advantage of Xpedient Preview capabilities allowing them to visually check images of bills before they are printed. Additionally, Xpedient identifies bills fitting a specific profile to limit the amount of bills that the CSR's need to view. Bills are grouped by recipient address to reduce the total number of envelopes mailed. The vast majority of the bills are less than 5 pages per envelope but there are some with as many as 100. Special messages are setup to appear on bills paid by bank draft and on bills that are setup for budget billing.

Targeted Inserts: BTU allows various city offices to insert flyers into bills that are going to residents of Bryan, Texas. These inserts are either printed on demand during the bill print process or are preprinted and selectively inserted into specific bills. Additionally, BTU inserts a generic folded newsletter into all bills.

Targeted message: There is an array of messages that appear on bills if the bill meets certain pre-determined conditions.

#### **Agency Management Services, Inc. – College Station, Texas**

Xpedient was awarded a contract to print and mail all outgoing invoices for Agency Management Services. AMS provided a unique challenge since they requested Xpedient to accept their bills "Pre-formatted" in a PDF document, complete with graphics. Xpedient was able to modify their core system to accept PDF files in addition to data files and can now accept PDF files from any customer.

Xpedient now prints and mails outgoing invoices for all divisions of AMS.

These include Vertafore Benefits (Bothell, WA), SilverPlume Reference Systems (Denver, Co), InSTAR (Bothell, WA), and Rackley Systems (Beachwood, OH).

## B. Rates and Expenses

### Travel

Since Xpedient Mail is a local company, we will not incur any travel expenses and will have the luxury of meeting face to face with City officials.

### Specifications

Xpedient agrees to all items listed in the RFP under the section "General Specifications".

### Initial Programming, Design and Layout

Xpedient is offering to design the primary Bill layout as well as the Late Notice layout at no cost for the City. This includes programming our system to accept your custom data files, designing the bill with usage graph to your specifications. Unless otherwise requested, Xpedient will design the bill to be identical to the existing one to allow a seamless transition from the customer's perspective.

### Print & Mail Costs

Xpedient is providing a total package price for our service including everything except for the actual postage. This includes printing, envelopes, paper, on-line bill images, etc.

**.099 per mail piece (With Return Envelope)**

**.089 per mail piece (No Return Envelopes – Direct Deposit Accounts, etc.)**

**.039 per Additional page in the same envelope**

**Following are the costs broken out into the individual components:**

#### Primary Bill

Outgoing Envelopes	.025 each
Return Envelopes	.010 each (subtract if no return envelope)
Bill Paper	.009 each
Imaging	.030 each
Folding/Inserting	.025 each
	=====
	.099 each

#### Each Additional Page in same envelope

Bill Paper	.009 each
Imaging	.030 each
	=====
	.039 each

- CASS Certified Validation, NCOA Link Processing
- Automation Presorting for maximum postal discounts
- Bills printed front and back
- Grouping bills going to same recipient
- Printing/Inserting of 1 or more bills per envelope
- Folding and Inserting
- Return envelope (selectively) inserted
- up to 2 additional items inserted
- Outgoing Envelopes, Return Envelopes, Bill Paper with Perforation
- Delivery to the Post Office
- On-line storage and viewing of 12 months of bill images

### **Optional Newsletter Printing**

Xpedient Mail has the capability to print the monthly newsletter.

32,000 Newsletters, Printed 4/4 on 60# Offset = \$69.50/m

## C. Methodology and Technical Approach

### Implementation Plan Example:

Note: The following schedule assumes that each week has 5 workdays.

#### Overview

Week 1 – Planning, training & ordering pre-printed stocks

Week 2 – Xpedient develops layouts

Week 3 – Finalize layouts – begin testing

Week 4 – Continue testing

Week 5 – Ready for production

#### **WEEK 1** -----

WORKDAY 1: Project manager Brandon Warlick will meet with the appropriate City personnel to discuss the following items:

Layout for Bills

Layout for Late Notices

Layout for Return #9 Envelopes

Layout for Outgoing #10 Window Envelopes

Test Data Files

Secure File Transfer Procedures

Date of First Mailing

Estimated City paper stock on hand

This meeting will last approximately 1-2 hours. City personnel will need to have test data files ready for this meeting. Xpedient will assist the City with any questions or concerns regarding the graphics and data placement on the document layouts and provide training for secure file transfer procedures. This training will take about 5-10 minutes. The test data file(s) that have been prepared by the City will be uploaded to Xpedient's secure server at this time and will serve as a test for the file transfer procedures. Additionally, both parties will discuss the potential use of existing left-over City envelope or paper stock.

WORKDAY 3: Approximately 2 working days after the initial meeting, Xpedient will provide proofs for the items that will need to be pre-printed prior to the date of the first mailing. These items are: #9 Return envelopes, #10 Outgoing Window Envelopes and Pre-Perfed Invoice Paper.

WORKDAY 5: Assuming the layouts have been approved, Xpedient will begin pre-printing the envelopes and pre-perfed paper. It will take about 2-3 weeks to have these items printed and ready for the first mailing.

**WEEK 2 -----**

Xpedient continues working on layouts

**WEEK 3 -----**

WORKDAY 11: Xpedient will meet with the City personnel again and bring hard copy proofs of the invoice and late notice layouts. The City will have the opportunity to make design changes or suggestions. It is fully anticipated that some type of design change will be requested by the City.

WORKDAY 13: Approximately 2 days after the revisions have been requested, Xpedient will deliver a revised set of proofs to the City. At this point, more than likely, the design phase will be completed. If, however, the City requests additional revisions to the layouts, Xpedient will provide layout revision proofs within 2-3 working days each time the city requests these changes. This process theoretically could go on for a few weeks but typically all revisions are completed within 1-2 follow-up meetings.

WORKDAY 14: TESTING BEGINS – Approximately 1-2 weeks of testing is recommended. Once bill and late notice layouts are completed, the City will begin uploading live data files in parallel to daily production. Xpedient will begin processing the files in a testing capacity and will provide automated reports back to the city to verify page counts, invoice totals, and invoice details. Each time a file is submitted to Xpedient, an automated email will be sent back to the appropriate City personnel with a complete processing summary. Additionally, a PDF file of all documents generated from the data file will be provided to the city in order to review individual documents and customers.

**WEEK 4 -----**

WORKDAY 20: Testing completed

**WEEK 5 -----**

Live Production Begins

**Responsibilities**

**City of College Station**

1. Provide test data files.
2. Provide samples of documents.
3. Answer questions regarding data file fields.
4. Approve hard copy proofs provided by Xpedient Mail.

**Xpedient Mail**

1. Work with City data files in existing format without requiring any re-programming by City personnel.
2. Design Utility Bills and Late Notices.

3. Provide training for file transfer procedures.
4. Provide training and software for access to document archives.
5. Begin daily printing and mailing of documents for the City.

## **Daily Operating Procedures**

Once Xpedient has finalized implementation, the City will begin a routine of uploading data files once the files are ready each day. Upon receipt of files, Xpedient's system will automatically process the files and email back a Job Processing Summary to the appropriate City personnel. One or more recipients can be added to the automated email list. It typically takes about 5-10 minutes to process a job.

The Job Processing Summary contains all statistics and page counts allowing City personnel to verify that the file was processed correctly. Additionally, the email will have a copy of the Postage Statement that will go with the job to the US Postal Service. This Postage Statement will indicate the exact amount of postage the job will require.

When a job is processed by Xpedient's system, the following are accomplished:

1. Any documents going to the same recipient will be grouped into the same envelope. This is programmed up front and can use a complex or simple method. For example, the system can be programmed to group all documents to the exact same address or can group all documents with the same account number and the same address.
2. All addressed are processed utilizing Cass Certified software and will be validated.
3. All addressed are processed through the NCOALink service and if the recipient has filed a Change of Address within the past 18 months, the address will be updated to the new address on the fly. Additionally, as part of the automated email, the City will receive a report of these new addresses in order to update their customer files. (This can also be sent back as a data file if the City would like it that way for automated updating.)
4. All documents are presorted for maximum Automation Postage discounts.
5. Postal barcodes are generated.
6. Document archives are created.
7. Pages are counted in order to calculate job costs.

Once the job processing is completed, Xpedient will print all of the documents for the daily job. These can be bills, late notices or a combination. Next, Xpedient will insert the documents into the envelopes and deliver to the post office. The City should expect bills to be mailed the day after received. There will be days in which the bills are mailed the same day.

Other than uploading the daily files, there are no requirements for the City of College Station.

## **Postage**

Xpedient Mail maintains internal postage accounts for all customers. The postage account must always have a positive balance. There is no minimum or maximum amount that must be in the

account. The City may opt to send postage account funds at any time. Many customers send enough postage to last one month in order to reduce the number of checks written.

As a second option, Xpedient can setup a postage account at the Bryan Post Office specifically for the City of College Station. All postage can be charged to the account.

### **On-Line Access**

Xpedient Mail's website allows access to job information and postage balances for authorized customers. This will allow the customer to view postage balances at any given time and to view postage statements or any other report for jobs processed.

### **Emergency Backup Plan**

Xpedient currently works with customers who have critical documents which must be mailed on a daily basis. Therefore, a Business Continuity Plan is in place that documents policies and procedures to follow in the event of a minor or major disruption to daily operations. The Sunbelt production facility in Nacogdoches serves as a regional backup facility in case of a widespread power outage or a natural disaster.

### **Security**

Xpedient Mail prints and mails documents that may have confidential information. Customers provide Xpedient with data files on a regular basis. Protection of customer data is our highest priority.

### **Following is a sampling of Xpedient's Preventive Measures**

The primary method used to eliminate computer crime is to erase all customer files as soon as the jobs are completed printing. Typically, customer files do not exist on our systems more than a few hours. Additionally, customer files that cannot be erased are encrypted. This reduces exposure to a maximum of a single days worth of data at any given time.

The computers systems utilized by Xpedient are connected to the internet utilizing a fire-wall preventing outside threats. All systems are protected by passwords. All users are required to change their passwords on a regular basis. All systems are backed up on a periodic basis. The backups do not include customer data. Access to the Mail Processing Area, which houses the production systems, is restricted to authorized employees. There are times when service personnel must enter the restricted area. A log of entry into the room by non-authorized employees is maintained.

All Xpedient employees must undergo a background check

### **Custom Programming**

Xpedient maintains expert programmers on staff who can accomplish any custom requirements that the City may need at this time or in the future.

## **Invoicing**

Xpedient will invoice the City of College Station for services rendered at the end of each month. The invoice will contain details of every file processed indicating the number of documents mailed, postage amounts, etc.

## D. References

Cherokee County Electric Cooperative Association

Contact: Nan Glaze

Ph. (936) 683-2248

Bryan Texas Utilities

Contact: David Werley

Ph. (979) 821-5857

AMS Services (Vertafore)

Contact: Bill Foley

Ph. (303) 222-5828

## E. Statement of Willingness

Xpedient Mail has read and is willing to comply with the terms set forth in the Standard Form of Agreement Service Contract (Exhibit A). Xpedient Mail has reviewed and will comply with the Insurance Requirements set forth in Exhibit B.

## Exhibit B

### INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

- E. The coverage shall include but not be limited to the following:  
premises/operations with separate aggregate; independent contracts;  
products/completed operations; contractual liability (insuring the indemnity  
provided herein) Host Liquor Liability, Personal & Advertising Liability; and  
Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a  
“A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily  
injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00  
01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of  
the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos,  
any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit  
of \$1,000,000.00.

- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the  
City as Additional Insured and further providing that the Contractor’s policies are  
primary to any self-insurance or insurance policies procured by the City. The additional  
insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver  
of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of  
the City on all policies obtained by the Contractor in compliance with the terms of this  
Agreement. Contractor shall be responsible for all deductibles which may exist on any  
policies obtained in compliance with the terms of this Agreement. All coverage for  
subcontractors shall be subject to the requirements stated herein. All Certificates of  
Insurance and endorsements shall be furnished to the City’s Representative at the time of  
execution of this Agreement, attached hereto as Exhibit C, and approved by the City  
before work commences.

VI. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas  
Administrative Code, all employees of the Contractor, all employees of any and  
all subcontractors, and all other persons providing services on the Project must be  
covered by a workers compensation insurance policy: either directly through  
their employer’s policy (the Contractor’s or subcontractor’s policy) or through an  
executed coverage agreement on an approved Texas Department of Insurance  
Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor  
does not have his or her own policy and a coverage agreement is used, contractors  
and subcontractors must use that portion of the form whereby the hiring  
contractor agrees to provide coverage to the employees of the subcontractor. The

portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. Workers compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

*"A. Definitions:*

*Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

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

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

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

- C. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
  - (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
  - (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*
  - (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
  - (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
  - (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

- (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
- (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
- (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

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

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.

E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**Exhibit C**

**CERTIFICATES OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2009

<b>PRODUCER</b> Joe Max Green/Insurance Concepts BancorpSouth Insurance Services 3310 North University Drive Nacogdoches, TX 75965	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> Sunbelt Business Graphics, Inc Attn: Ken Warlick P.O. Box 632099 Nacogdoches, TX 75963-2099	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Travelers Lloyds Insurance Company INSURER B: Travelers Indemnity Company of Connecticut INSURER C: Lexington Insurance Company INSURER D: INSURER E:

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP6075A471	1/1/2009	1/1/2010	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA678K231A09SEL	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		Occupational Accident	EPIC0562623	2/1/2009	2/1/2010	Any One Occurrence-CSL 10,000,000
C			EPIC0562623	2/1/2009	2/1/2010	Any One Person-CSL 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The City of College Station, its officials, employees and volunteers, are named as Additional Insureds with a Waiver of Subrogation on the General Liability policy. General Liability policy is primary and non-contributory.

<b>CERTIFICATE HOLDER</b> City of College Station 1101 Texas Avenue College Station, TX 77840-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Joe Max Green</i>
---	--

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**July 23, 2009**  
**Consent Agenda Item No. 2e**  
**Month-to-Month Renewal Agreement for Utility Bill Print, Insert, Mail**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding ratification of a month-to-month renewal agreement and authorization of expenditures for Utility Bill Printing, Inserting and Mailing with Pinnacle Data Systems, LLC for \$20,000.00 per month.

**Recommendation(s):** Staff recommends approval of the month-to-month renewal agreement and authorization of expenditures with Pinnacle Data Systems for \$20,000.00 per month.

**Summary:** The current contract expired April 23, 2009. New proposals were solicited and received on April 30, 2009. In accordance with the terms and conditions of the original contract, the City Manager approved a month-to-month renewal until a new contract could be approved by Council. The monthly expenses incurred to date for May and June are \$40,000. Expenses for the month of July will exceed the City Managers delegated authority and therefore this item is being presented for Councils ratification of the month-to-month renewal agreement and authorization of expenditures with Pinnacle Data Systems, LLC for \$20,000.00 per month. The new contract recommended for award to Xpedient Mail is on this Council agenda for approval.

**Budget & Financial Summary:** Funds are available and budgeted in the Utility Customer Service Fund for Utility Bill Printing and Mailing; the General Fund, Communications Department funds inserts that go into the utility bills.

**Attachments:**

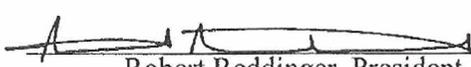
Executed month-to-month renewal agreement

**RENEWAL ACCEPTANCE  
ACKNOWLEDGEMENT**

\*\*\*\*\*

By signing herewith, I acknowledge and agree to renew Contract 07-084 (RFP 07-34), for Utility Bill Printing, Insertions and Mailing in accordance with all terms and conditions previously agreed to and accepted on a month-to-month basis beginning April 24, 2009 through May 24, 2009 and monthly thereafter until a new contract can be awarded. Monthly service fees shall not exceed Twenty Thousand Dollars and NO/100 (\$20,000.00).

**PINNACLE DATA SYSTEMS, L.L.C.**

  
\_\_\_\_\_  
Robert Reddinger, President

04/17/2009  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

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

4-29-09  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Carla A. Robinson (CAR)  
City Attorney

\_\_\_\_\_  
DATE

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

4-28-09  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

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

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

**ATTEST:**

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

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

**July 23, 2009**  
**Consent Agenda Item No. 2f**  
**Annual Steel Distribution Poles**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion awarding Bid #09-71 for steel distribution poles (Group A) to Transamerican Power Products for \$116,815; self supporting steel distribution poles (Group B) to Transamerican for \$58,610; fiberglass composite distribution poles (Group C) to HD Supply for \$77,100; and self supporting fiberglass distribution poles (Group D) to Techline for \$9,675 for an estimated annual amount of \$262,200

**Recommendation(s):** Staff recommends award to the lowest, responsible bidder meeting specifications by Group Total for an estimated yearly amount of \$262,200.00:

1) Group A and Group B	Transamerican Power Products	\$175,425
2) Group C	HD Supply	\$ 77,100
3) Group D	Techline	\$ 9,675

**Summary:** These purchases will be made as needed during the term of the agreement. The poles are maintained in the electrical inventory and expensed as necessary. These poles are bought as needed and kept in stock for emergency purposes also. The term of agreement shall be for one year with up to two one-year renewal options.

**Budget & Financial Summary:** Ten (10) sealed, competitive bids were received and opened on Friday, June 19, 2009. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Attachments:** Bid Tabulation #09-71



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-71**  
**"Annual Price Agreement for Steel Fiberglass Composite**  
**Distribution Poles for Electric Inventory"**  
**Open Date: Friday, June 19, 2009 @ 2:00 p.m.**

Group A - Steel Distribution Poles					Techline		TEC		Integrated Utility Products		Lighting System and Electrical Products		MD Henry Company		Creative Pultrusions, Inc.	
ITEM	Est. Annual Usage	UNIT	DESCRIPTION	Inventory No.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
A-1	20	Ea	30' steel pole	285-065-00020	\$729.00	\$14,580.00		\$0.00	\$847.00	\$16,940.00	\$642.60	\$12,852.00		\$0.00		\$0.00
A-2	20	Ea	40' steel pole	285-065-00010	\$1,064.00	\$21,280.00		\$0.00	\$1,713.00	\$34,260.00	\$1,236.13	\$24,722.60		\$0.00		\$0.00
A-3	50	Ea	45' steel pole	285-065-00011	\$1,298.00	\$64,900.00		\$0.00	\$1,952.00	\$97,600.00	\$1,573.41	\$78,670.50		\$0.00		\$0.00
A-4	20	Ea	50' steel pole	285-065-00012	\$1,391.00	\$27,820.00		\$0.00	\$1,952.00	\$39,040.00	\$1,760.01	\$35,200.20		\$0.00		\$0.00
A-5	5	Ea	55' steel pole	285-065-00013	\$2,349.00	\$11,745.00		\$0.00	\$2,670.00	\$13,350.00	\$2,112.92	\$10,564.60		\$0.00		\$0.00
<b>TOTAL</b>						\$140,325.00		\$0.00		\$201,190.00		\$162,009.90		\$0.00		\$0.00
<b>Group B - Self Supporting Steel Distribution Poles</b>																
B-1	10	Ea	50' Steel self supporting pole with 6 degree angle	285-065-00016	\$1,714.00	\$17,140.00		\$0.00	\$2,556.00	\$25,560.00	\$1,830.14	\$18,301.40	\$2,441.00	\$24,410.00		\$0.00
B-2	10	Ea	50' steel self supporting pole with 12 degree angle	285-065-00017	\$2,390.00	\$23,900.00		\$0.00	\$3,425.00	\$34,250.00	\$2,260.99	\$22,609.90	\$3,258.00	\$32,580.00		\$0.00
B-3	10	Ea	50' steel self supporting pole with 18 degree angle	285-018-00018	\$3,214.00	\$32,140.00		\$0.00	\$3,582.00	\$35,820.00	\$3,140.19	\$31,401.90	\$3,341.00	\$33,410.00		\$0.00
<b>TOTAL</b>						\$73,180.00		\$0.00		\$95,630.00		\$72,313.20		\$90,400.00		\$0.00
<b>Group C - Fiberglass Composite Distribution Poles</b>																
C-1	20	Ea	40' fiberglass composite class 2 wood equivalent pole	285-065-00024	\$1,300.00	\$26,000.00	\$1,624.00	\$32,480.00		\$0.00		\$0.00		\$0.00	\$972.42	\$19,448.40
C-2	40	Ea	45' fiberglass composite class 2 wood equivalent pole	285-065-00022	\$1,615.00	\$64,600.00	\$2,201.00	\$88,040.00		\$0.00		\$0.00		\$0.00	\$1,076.72	\$43,068.80
C-3	20	Ea	50' fiberglass composite class 2 wood equivalent pole	085-065-00025	\$1,745.00	\$34,900.00	\$2,835.00	\$56,700.00		\$0.00		\$0.00		\$0.00	\$1,181.02	\$23,620.40
<b>TOTAL</b>						\$125,500.00		\$177,220.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>Group D - Self Supporting Fiberglass Distribution Poles</b>																
D-1	3	Ea	50' fiberglass composite pole with 12 degree angle	285-065-00026	\$3,225.00	\$9,675.00	\$4,124.00	\$12,372.00		\$0.00		\$0.00		\$0.00		\$0.00



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-71**  
**"Annual Price Agreement for Steel Fiberglass Composite**  
**Distribution Poles for Electric Inventory"**  
**Open Date: Friday, June 19, 2009 @ 2:00 p.m.**

Group A - Steel Distribution Poles					Reliable Pole Solutions		HD Supply (1)		HD Supply (2)		Transamerican Power Products	
ITEM	Est. Annual Usage	UNIT	DESCRIPTION	Inventory No.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
A-1	20	Ea	30' steel pole	285-065-00020	\$1,005.00	\$20,100.00	\$885.00	\$17,700.00	\$707.00	\$14,140.00	\$509.00	\$10,180.00
A-2	20	Ea	40' steel pole	285-065-00010	\$1,593.00	\$31,860.00	\$1,526.00	\$30,520.00	\$1,043.00	\$20,860.00	\$809.00	\$16,180.00
A-3	50	Ea	45' steel pole	285-065-00011	\$2,100.00	\$105,000.00	\$1,816.00	\$90,800.00	\$1,291.00	\$64,550.00	\$1,094.00	\$54,700.00
A-4	20	Ea	50' steel pole	285-065-00012	\$2,328.00	\$46,560.00	\$2,026.00	\$40,520.00	\$1,379.00	\$27,580.00	\$1,394.00	\$27,880.00
A-5	5	Ea	55' steel pole	285-065-00013	\$2,625.00	\$13,125.00	\$2,351.00	\$11,755.00	\$2,306.00	\$11,530.00	\$1,575.00	\$7,875.00
<b>TOTAL</b>						\$216,645.00		\$191,295.00		\$138,660.00		\$116,815.00
<b>Group B - Self Supporting Steel Distribution Poles</b>												
B-1	10	Ea	50' Steel self supporting pole with 6 degree angle	285-065-00016	\$2,503.00	\$25,030.00	\$3,101.00	\$31,010.00	\$1,712.00	\$17,120.00	\$1,489.00	\$14,890.00
B-2	10	Ea	50' steel self supporting pole with 12 degree angle	285-065-00017	\$4,565.00	\$45,650.00	\$2,651.00	\$26,510.00	\$2,378.00	\$23,780.00	\$2,097.00	\$20,970.00
B-3	10	Ea	50' steel self supporting pole with 18 degree angle	285-018-00018	\$6,325.00	\$63,250.00	\$2,266.00	\$22,660.00	\$3,123.00	\$31,230.00	\$2,275.00	\$22,750.00
<b>TOTAL</b>						\$133,930.00		\$80,180.00		\$72,130.00		\$58,610.00
<b>Group C - Fiberglass Composite Distribution Poles</b>												
C-1	20	Ea	40' fiberglass composite class 2 wood equivalent pole	285-065-00024		\$0.00	\$845.00	\$16,900.00	\$1,600.00	\$32,000.00		\$0.00
C-2	40	Ea	45' fiberglass composite class 2 wood equivalent pole	285-065-00022		\$0.00	\$972.00	\$38,880.00	\$1,900.00	\$76,000.00		\$0.00
C-3	20	Ea	50' fiberglass composite class 2 wood equivalent pole	085-065-00025		\$0.00	\$1,066.00	\$21,320.00	\$2,800.00	\$56,000.00		\$0.00
<b>TOTAL</b>						\$0.00		\$77,100.00		\$164,000.00		\$0.00
<b>Group D - Self Supporting Fiberglass Distribution Poles</b>												
D-1	3	Ea	50' fiberglass composite pole with 12 degree angle	285-065-00026		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00

**July 23, 2009**  
**Consent Agenda Item No. 2g**  
**Audit Services**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion on a letter agreement with Ingram, Wallis & Co., P.C. for Professional Auditing Services.

**Recommendation(s):** The Audit Committee recommends the City Council select Ingram, Wallis & Co., P.C. to be the City's external auditor and approve a letter agreement with them for the fiscal year ending September 30, 2009 and with the potential for extending the agreement annually for up to four additional years. A four member review committee recommended to the Audit Committee either Weaver and Tidwell, L.L.P. or Ingram, Wallis & Co., P.C. Staff concurs with the audit committee recommendation.

**Summary:**

In May 2009, staff solicited proposals for professional auditing services for the fiscal year ending September 30, 2009 with the option of renewing the engagement for up to four (4) subsequent years. The audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards (2007)*, the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Proposals were received from the following seven accounting firms.

- Belt Harris
- Clifton Gunderson
- Ingram, Wallis & Co
- Patillo Brown Hill
- Reznick Group
- Sanderson Knox
- Weaver and Tidwell

A committee consisting of Dr. James Flagg, Professor of Accounting at Texas A&M University, Jeff Kersten CFO, Janet Dudding, Asst. Fiscal Services Director, Ty Elliot, City Internal Auditor, reviewed the proposals and made a recommendation to the Audit Committee. Weaver and Tidwell, L.L.P. and Ingram, Wallis & Co., P.C. received the highest average score based on the evaluation completed by the committee members and were recommended to the Audit Committee. Ingram, Wallis & Co., P.C. quoted a slightly lower fee. The Audit Committee reviewed the recommendation and recommends Ingram, Wallis & Co., P.C. Staff concurs with this recommendation.

The agreement is for a one-year period and has the option of four one-year renewals.

**Budget & Financial Summary:** Estimated fee costs for the five (5) years are as follows:

	City	BVSWMA	Total
FYE 09/30/09	\$ 79,000	\$ 15,750	\$ 94,750
FYE 09/30/10	82,000	16,500	98,500
FYE 09/30/11	86,000	17,000	103,000
FYE 09/30/12	91,000	18,000	109,000
FYE 09/30/13	95,000	19,000	114,000

Funds are available and budgeted in the General Fund, Fiscal Services Department, Accounting Division, the Community Development Budget, and the BVSWMA budget.

**Attachments:** Letter Agreement is on file in the City Secretary's Office.

**July 23, 2009**  
**Consent Agenda Item No. 2h**  
**Dowling Road Substation Long Lead Items**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, discussion, and approval on awarding Bid No. 09-54A for the purchase of various items for the Dowling Road Substation project to J.H. Davidson & Assoc \$44,340, FAPCo, LLC \$61,050, Areva T&D \$107,282, and Wesco, Inc. \$245,149 for a total of \$457,821.

**Recommendation:** Staff recommends award to the lowest responsible bidders meeting design specifications in each group of items for expenditures totaling \$457,821.

I. J.H. Davidson & Assoc.	\$ 44,340.00	(6) Potential Transformers
II. FAPCo, LLC.	\$ 61,050.00	(6) Current Transformers
III. Areva T&D	\$107,282.00	(2) Gas Circuit Breakers
IV. Wesco, Inc.	\$172,672.00	(8) 1200A Dist. Circ. Breakers
V. Wesco, Inc.	\$ 72,477.00	(2) 3000A Dist. Circ. Breakers
<b>TOTAL</b>	<b>\$457,821.00</b>	

**Summary:** These purchases will be made upon approval by Council. Since it may take as long as 30 weeks for delivery on some of these items, it is necessary to make these purchases as soon as possible. This will ensure that these items are available when the Dowling Road Substation construction begins and that we make our date of completion projections so we do not adversely affect system loading next summer.

**Budget & Financial Summary:** Eight (8) sealed, competitive bids were received. Funds are budgeted and available in the Electrical Fund.

**Attachments:**  
Bid Tab



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-54A**  
**"Dowling Road Substation Long Lead Items"**  
**Open Date: June 4, 2009 @ 2:00 p.m.**

Item No.	Description	Qty	AREVA T&D		FAPCo.		HVB AE POWER SYSTEMS		JH DAVIDSON		MITSUBISHI ELECTRIC	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
A1	Potential Transformer	6		\$ -	\$ 9,245.00	\$ 55,470.00		\$ -	\$ 7,390.00	\$ 44,340.00		\$ -
B1	Current Transformer	6		\$ -	\$ 10,175.00	\$ 61,050.00		\$ -	\$ 12,520.00	\$ 75,120.00		\$ -
C1	Gas Circuit Breaker SF6	2	\$ 53,641.00	\$ 107,282.00	\$ 56,245.00	\$ 112,490.00	\$ 54,400.00	\$ 108,800.00	\$ 65,680.00	\$ 131,360.00	\$ 61,886.00	\$ 123,772.00
D1	Dist. Circ. Breaker 1200A	8		\$ -		\$ -		\$ -		\$ -		\$ -
D2	Dist. Circ. Breaker 3000A	3		\$ -		\$ -		\$ -		\$ -		\$ -

Item No.	Description	Qty	PEPCO		PREFERRED SALES		WESCO, INC.	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
A	Potential Transformer	6	\$ 9,850.00	\$ 59,100.00	\$ 8,913.00	\$ 53,478.00		\$ -
B	Current Transformer	6	\$ 11,350.00	\$ 68,100.00	\$ 10,290.00	\$ 61,740.00		\$ -
C	Gas Circuit Breaker SF6	2	\$ 56,650.00	\$ 113,300.00		\$ -		\$ -
D1	Dist. Circ. Breaker 1200A	8		\$ -		\$ -	\$ 21,584.00	\$ 172,672.00
D2	Dist. Circ. Breaker 3000A	3		\$ -		\$ -	\$ 24,159.00	\$ 72,477.00

**July 23, 2009**  
**Consent Agenda Item No. 2i**  
**Dowling Road Substation Circuit Switcher**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, discussion, and approval on awarding Bid No. 09-54B for the purchase of circuit switchers for the Dowling Road Substation project to KBS Electric in the amount of \$167,237.40.

**Recommendation:** Staff recommends award to the lowest responsible bidder meeting design specifications, KBS Electric for expenditures totaling \$167,237.00.

I. KBS Electric	\$167,237.40	(2) Circuit Switchers
<b>TOTAL</b>	<b>\$167,237.40</b>	

**Summary:** This purchase will be made upon approval by Council. Since, it may take as long as 30 weeks for delivery after ordering, it is necessary to make this purchase as soon as possible. This will ensure that these items are available when the Dowling Road Substation construction begins, and that we make our date of completion projections so we do not adversely affect system loading next summer.

**Budget & Financial Summary:** Only one (1) sealed, competitive bid was received. Funds are budgeted and available in the Electrical Fund.

**Attachments:**  
Bid Tab



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-54A**  
**"Dowling Road Substation Long Lead Items"**  
**Open Date: June 4, 2009 @ 2:00 p.m.**

Item No.	Description	Qty	AREVA T&D		FAPCo.		HVB AE POWER SYSTEMS		JH DAVIDSON		MITSUBISHI ELECTRIC	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
A1	Potential Transformer	6		\$ -	\$ 9,245.00	\$ 55,470.00		\$ -	\$ 7,390.00	\$ 44,340.00		\$ -
B1	Current Transformer	6		\$ -	\$ 10,175.00	\$ 61,050.00		\$ -	\$ 12,520.00	\$ 75,120.00		\$ -
C1	Gas Circuit Breaker SF6	2	\$ 53,641.00	\$ 107,282.00	\$ 56,245.00	\$ 112,490.00	\$ 54,400.00	\$ 108,800.00	\$ 65,680.00	\$ 131,360.00	\$ 61,886.00	\$ 123,772.00
D1	Dist. Circ. Breaker 1200A	8		\$ -		\$ -		\$ -		\$ -		\$ -
D2	Dist. Circ. Breaker 3000A	3		\$ -		\$ -		\$ -		\$ -		\$ -

Item No.	Description	Qty	PEPCO		PREFERRED SALES		WESCO, INC.	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
A	Potential Transformer	6	\$ 9,850.00	\$ 59,100.00	\$ 8,913.00	\$ 53,478.00		\$ -
B	Current Transformer	6	\$ 11,350.00	\$ 68,100.00	\$ 10,290.00	\$ 61,740.00		\$ -
C	Gas Circuit Breaker SF6	2	\$ 56,650.00	\$ 113,300.00		\$ -		\$ -
D1	Dist. Circ. Breaker 1200A	8		\$ -		\$ -	\$ 21,584.00	\$ 172,672.00
D2	Dist. Circ. Breaker 3000A	3		\$ -		\$ -	\$ 24,159.00	\$ 72,477.00

**July 23, 2009**  
**Consent Agenda Item No. 2j**  
**Annual Curb, Gutter & Flatwork Price Agreement – Change Order No. 1**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the approval of Change Order No. 1 to Contract No. 08-278 for Brazos Paving, Inc. This annual blanket purchase order, for concrete curb/gutter & flatwork, is used to maintain City infrastructure. This action increases the total amount of the contract from \$411,000.00 to \$513,750, an increase of \$102,750.

**Recommendation(s):** Staff recommends approval of Change Order No. 1 to Contract No. 08-278 for Brazos Paving, Inc. in the amount not to exceed \$513,750.00 annually.

**Summary:** Maintenance of flatwork, curbs and gutters is contracted on an as needed basis, by the Public Works Department and College Station Utilities. Both the Streets and Drainage Division and the Water & Wastewater Division have completed a number of special projects as well as normal maintenance operations. This increase will insure that there is sufficient purchasing capacity to carry out operations through the expiration of the annual blanket purchase order on October 5, 2009.

**Budget & Financial Summary:** Funding for this service comes from the operating budgets for streets, drainage and utility maintenance.

**Attachments:**

1. Change Order #1

CHANGE ORDER NO. 1 DATE: 7/2/09  
 CONTRACT # 08-278 PROJECT DESCRIPTION: Concrete Curb Gutter and Flatwork  
 P.O.# 090016 PROJECT #

OWNER: City of College Station Ph: 822-7605  
 P.O. Box 9960  
 College Station, Texas 77842 Fax: 823-2797

PURPOSE OF THIS CHANGE ORDER: Increase the capacity of the Annual Blanket Purchase Order for Concrete work  
 Item 1: Increase quantity of the annual curb & gutter work  
 Item 2: Increase quantity of the annual concrete flatwork  
 Item 3:

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	linear ft.	Concrete Curb & Gutter	\$26.00	6,000	7,500	\$39,000
2	cubic yd.	Concrete Flatwork	\$425.00	600	750	\$63,750
3			\$			

THE NET AFFECT OF THIS CHANGE ORDER IS A 25% (Increase or Decrease).

ORIGINAL CONTRACT AMOUNT	\$411,000	
Change Order No. 1	\$39,000	9.48 % of Original Contract Amount
Change Order No. 2	\$63,750	15.52 % of Original Contract Amount
Change Order No. 3	\$	% of Original Contract Amount
REVISED CONTRACT AMOUNT	\$513,750	

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

ORIGINAL SUBSTANTIAL COMPLETION DATE  
 REVISED SUBSTANTIAL COMPLETION DATE

APPROVED:

A/E CONTRACTOR	Date	CHIEF FINANCIAL OFFICER	Date
<i>Beth Pruitt</i>	7/6/09	<i>[Signature]</i>	7-9-09
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
PROJECT ENGINEER	Date	CITY MANAGER	Date
CITY ENGINEER	Date	MAYOR	Date
<i>C M L</i>	07/06/09		
DEPARTMENT DIRECTOR/ADMINISTRATOR	Date	CITY SECRETARY	Date

**July 23, 2009**  
**Consent Agenda Item No. 2k**  
**Month-to-Month Renewal Agreement for Janitorial Services**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding ratification of a month-to-month renewal agreement and authorization of expenditures with Shelby Building Maintenance dba Professional Floor Service for \$16,679.00 per month.

**Recommendation(s):** Staff recommends approval of the month-to-month renewal agreement and authorization of expenditures with Shelby Building Maintenance dba Professional Floor Service for \$16,679.00 per month.

**Summary:** The current contract expired April 30, 2009. New proposals were solicited and received on May 1, 2009. In accordance with the terms and conditions of the contract, the City Manager approved a month-to-month renewal until a new contract could be approved by Council. The monthly expenses incurred to date for May and June are \$33,358. Expenses for the month of July will exceed the City Managers delegated authority and therefore this item is being presented for Councils ratification of the month-to-month renewal agreement and authorization of expenditures with Shelby Building Maintenance dba Professional Floor Service for \$16,679.00 per month. Staff anticipates bringing a new contract for janitorial maintenance services to Council on or before August 31, 2009.

**Budget & Financial Summary:** Funds are available and budgeted in the General Fund, Facilities Maintenance Division.

**Attachments:**

Executed month-to-month renewal agreement



**CITY OF COLLEGE STATION**

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

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

**ATTEST:**

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

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

**June 23, 2009**  
**Consent Agenda Item No. 2L**  
**Local Rabies Control Authority Resolution**

**To:** Glenn Brown, City Manager

**From:** Jeff Capps, Interim Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to name the Brazos Animal Shelter as the Local Rabies Control Authority for the City of College Station, replacing the Chief of Police as the Local Rabies Control Authority. Brazos Animal Shelter Director Ashley Wesp has agreed to take over this responsibility.

**Recommendation(s):** Approval of a resolution allowing the City to authorize the Brazos Animal Shelter as the Local Rabies Control Authority for the City of College Station.

**Summary:** Chapter 826 of the Health and Safety Code, the Rabies Control Act of 1981, expressly authorizes a governing body of a municipality to contract with public or private entities to carry out activities required or authorized under said chapter. The City of College Station wishes to contract with the Brazos Animal Shelter and designate the Shelter as the Local Rabies Control Authority. The Shelter is currently Local Rabies Control Authority for Brazos County and the City of Bryan.

**Budget & Financial Summary:** The City of College Station will not incur any costs associated with this resolution.

**Attachments:**

1. Agreement between City of College Station and Brazos Animal Shelter.
2. Resolution.

**Exhibit "A"**

**RABIES CONTROL ACT AGREEMENT BETWEEN CITY OF COLLEGE STATION AND BRAZOS ANIMAL SHELTER, INC.**

**THIS AGREEMENT** is made between the CITY OF COLLEGE STATION, a home rule municipal corporation, incorporated under the State of Texas (hereinafter referred to as the "City"), and the BRAZOS ANIMAL SHELTER, INC., a Texas Non-Profit Corporation (hereinafter referred to as the "Shelter"):

**WHEREAS**, College Station, Texas, is a home-rule City duly organized and functioning in accordance with the laws of the State of Texas; and

**WHEREAS**, the Shelter operates an animal shelter that strives to reduce animal control problems, including rabies control, in the Brazos County; and

**WHEREAS**, the City operates a rabies control program utilizing people and equipment that also work with the Shelter; and

**WHEREAS**, Chapter 826 of the Health and Safety Code, known as the Rabies Control Act of 1981 (hereinafter referred to as the "Act"), expressly authorizes a governing body of a municipality to contract with public or private entities to carry out activities required or authorized under said chapter; and

**WHEREAS**, the City wishes to contract with the Shelter its duties and authorization under the Act and designate the Shelter the Local Rabies Control Authority and Officer and assume duties relating thereto;

**NOW, THEREFORE, IN CONSIDERATION** of the performance of the mutual covenants and promises contained herein, City and Shelter agree and contract as follows:

**ARTICLE I  
DEFINITIONS**

**1.1** "City" shall mean the City of College Station, Texas.

**1.2** "Local Rabies Control Authority" shall mean the Officer designated by the City to act as the local rabies control authority as set forth pursuant to the Act.

**1.3** "Rabies Control Services" shall mean the services provided by the Shelter in accordance with this Agreement which are necessary to effectively carry out and enforce a rabies control program for the City as set forth pursuant to the Act.

**1.4** "Shelter" shall mean the facility known as the Brazos Animal Shelter, at 2207 Finfeather Road in Bryan, Brazos County, Texas.

**ARTICLE II  
DESIGNATION OF RABIES CONTROL**

**2.1** The City designates the Shelter as the Rabies Control Officer and to act as the Local Rabies Control Authority as authorized under the Act and to perform any and all duties for the City as required or allowed pursuant to such Act for local rabies control services.

**2.2** The Shelter agrees to perform as the Rabies Control Officer and to act as the Local Rabies Control Authority as authorized by the City and as authorized pursuant to the Act. The authority and designation extends within incorporated boundaries of the City and as set forth in this Agreement.

### **ARTICLE III TERM AND TERMINATION**

**3.1** This Agreement shall be effective for a period of one (1) year from the date of approval and shall be automatically renewed unless terminated pursuant to approval by this Agreement.

**3.2** This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

### **ARTICLE IV EXPRESS PROVISIONS**

**4.1** The City will not provide any equipment or assets to the Shelter and understands the Shelter's equipment and assets are property of the Shelter.

**4.2** Shelter shall contract and purchase from its own budget all supplies, equipment, materials and services, including professional services, necessary to provide Rabies Control Services for City as set forth in this Agreement.

**4.3** Shelter shall, in addition to its other duties, be responsible for the hiring and training of all its employees and the contracting of services or supplies associated with the provision of Rabies Control Services for City.

**4.4** No employee, trustee, or manager of the Shelter shall at any time be considered a City employee.

**4.5** Shelter shall submit a comprehensive annual report of all Rabies Control Services performed for the City within thirty (30) days of the close of each fiscal year. Shelter shall provide to City, upon request, a copy of any other report which it may be required to prepare and submit to any federal, state or local jurisdiction in performing its Rabies Control Services for the City.

### **ARTICLE V INDEMNIFICATION AND RELEASE**

**5.1** Shelter agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

**5.2 Shelter assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Shelter's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.**

**5.3 Shelter shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance protecting itself, with City as an additional insured, See Exhibit A for required limits of insurance. Certificates of insurance are attached as Exhibit B.**

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

**6.1** This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Shelter and their respective successors and assigns.

**6.2** Shelter certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

**6.3** This Agreement has been made under and shall be governed by the laws of the State of Texas.

**6.4** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**6.5** 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 organizations.

**6.6** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**6.7** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

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

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

**6.10** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

**6.11** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

**6.12** This Agreement may be amended at any time, in writing, by mutual consent of both parties and subject to the approval of the City and Shelter.

**6.13** Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

**City:** City of College Station  
1101 Texas Avenue  
College Station, Texas 77840

**Shelter:** Brazos Animal Shelter  
2207 Finfeather Road  
Bryan, Texas 77801

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the City or the Shelter, as the case may be.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2009.

**BRAZOS ANIMAL SHELTER, INC.**

**CITY OF COLLEGE STATION**

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

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

Mayor

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

City Secretary

**APPROVED:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

STATE OF TEXAS        )  
                                  )  
COUNTY OF BRAZOS    )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009,  
by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

STATE OF TEXAS        )  
                                  )  
COUNTY OF BRAZOS    )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009,  
by \_\_\_\_\_ in his capacity as Mayor of the City of College  
Station, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AND AUTHORIZING BRAZOS ANIMAL SHELTER, INC. TO ACT AS THE LOCAL RABIES CONTROL AUTHORITY AND OFFICER.**

**WHEREAS**, the City of College Station operates a Rabies Control Program in conjunction with the Brazos Animal Shelter; and

**WHEREAS**, the Brazos Animal Shelter (hereinafter referred to as the “Shelter”) operates an animal shelter that strives to reduce animal control problems in the Brazos County, including rabies control; and

**WHEREAS**, the City wishes to contract with the Shelter its duties and authorization under Chapter 826 of the Health and Safety Code, the Rabies Control Act of 1981, as amended, by designating the Shelter the local Rabies Control Authority for the City with associated duties; now, therefore

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

**PART 1** That the facts and recitations set forth in the preamble of this resolution are hereby declared true and correct.

**PART 2:** That the City Council hereby approves the designation of the Shelter as the Rabies Control Officer and to act as the Local Rabies Control Authority for the City of College Station, along with associated duties, and said agreement is attached hereto as Exhibit “A”.

**PART 3:** That this resolution shall take effect immediately from and after its passage by the City Council.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**July 23, 2009**  
**Consent Agenda Item No. 2m**  
**Copier Purchase**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of the purchase of copy machines from DocuMation in an amount not to exceed \$76,061.00. This purchase is made pursuant to our Interlocal Agreement with Purchasing Solution Alliance (a program of the Brazos Valley Council of Governments).

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

**Summary:** On June 12, 2008, Council approved (Consent Agenda Item # 2.d.) an Interlocal Purchasing Agreement between the City and Purchasing Solutions Alliance (PSA) (a program of the Brazos Valley Council of Governments) for the purpose of entering into a cooperative purchasing agreement. This ILA allows the City of College Station to “piggyback” contracts that have been awarded by the Council of Governments. DocuMation has been awarded the contract for Business Technology Solutions (contract no. 08-103) which includes copier rentals and purchases.

The City CURRENTLY owns and maintains 23 Black and White copiers located throughout the city. These copiers are on a replacement cycle based on the age of the copier, the total number of copies the machine has made, and the maintenance history of the copier.

This purchase replaces seven of these copiers plus one additional copier for use at the new Adamson Lagoon bathhouse.

**Budget & Financial Summary:** Funding for this purchase is in the Equipment Replacement Fund.

**Attachments:**  
DocuMation Proposal and Quote



## Exclusive Proposal

For

**City of College Station**

by

***Boyd Sheffield***

The contents in this presentation are for the sole use of City of College Station and cannot be shared with individuals or entities outside the offices of City of College Station. No reproduction or other uses of this material is allowed.



## Docu-Manage Order Agreement

PSA Contract 08-103

Including all addendums incorporated herein by reference

Cash Price

**For Legal and Finance**

**\$11,929**

**Ricoh MP 5000SP**

Automatic document feeder  
3,000-sheet finisher with bridge unit  
2,000-sheet paper deck

**Options**

Fax Board (SPF version of machine) **\$841**  
Hole punching capabilities **\$612**

**For Conference Center, Public Works, Lincoln Center, Carter Creek WW, and  
Police Department: Patrol**

**Ricoh MP 3550SP**

**\$7,442**

Automatic document feeder  
2 Paper Drawer and 100 sheet bypass  
500-Sheet staple finisher with bridge unit  
Cabinet

**Options**

Fax Board (SPF version of machine) **\$839**

2 Additional Drawers (replaces cabinet) **\$920**

Hole Punching **\$2,016**

(\*\* must replace 5000-sheet finisher with booklet finisher)

**Changes in equipment and/or volume may be made prior to contract term.**

July 23, 2009

Consent Agenda Item No. 2n

Water/Wastewater City-wide Impact Fee Study

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to award a professional services contract to HDR Engineers in the amount of \$49,671 to conduct a study to determine what amount is allowable, under State Law, to be charged for City-wide impact fees for water and wastewater.

**Recommendation:** Staff recommends approval of this resolution.

**Summary:** City Council previously directed staff to investigate City-wide impact fees for the water and wastewater systems. However, the Comprehensive Plan and the Master Plans for water and wastewater had to be completed before these impact fees could be determined. Staff is now following through on Council direction with a study to determine what City-wide impact fees can be established. However, since that direction was given approximately two years ago, this item will be discussed during the Workshop session of this City Council meeting.

This resolution is on the Consent agenda for action to be taken.

HDR Engineers was determined to be the most qualified firm to conduct this study, based on the on-going master planning work they have with the Water Services Department.

**Budget & Financial Summary:** A Service Level Adjustment (SLA) for this Study was approved for this fiscal year, and funding is available in the Water and Wastewater operating budgets.

**Attachment:**  
Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE WATER/WASTEWATER CITY-WIDE IMPACT FEE STUDY PROJECT.**

WHEREAS, the selection of HDR Engineers is being recommended as the most highly qualified provider of the Engineering study services; 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 HDR Engineers is the most highly qualified provider of the services for the Water/Wastewater City-wide Impact Fee Study Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with HDR Engineers for an amount not to exceed \$49,671 for the engineering services related to the Impact Fee Study Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Fund in the amount of \$49,671.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009.

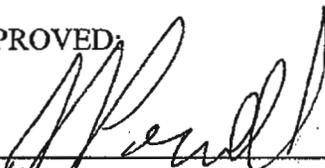
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

**July 23, 2009**  
**Consent Agenda Item No. 2o**  
**Contract Amendment for Strong Surveying Services at Twin Oaks Landfill**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to amend Professional Services Contract #06-175 with Strong Surveying, Inc. for Twin Oaks Landfill Phase One Survey Support to include the City of Bryan on the contract in an amount not to exceed \$174,000.00.

**Recommendation(s):** Staff recommends approval to amend Professional Services Contract #06-175 with Strong Surveying, Inc. for Twin Oaks Landfill Phase One Survey Support to include the City of Bryan on the contract in an amount not to exceed \$174,000.00.

**Summary:** A contract dated May 1, 2006, with Strong Surveying was approved by the College Station City Council on April 13, 2006 for the Phase One Survey Support for the Twin Oaks Landfill. The contract is for a not to exceed amount of \$174,000.00 of which \$87,535.00 has been paid using BVSWMA funds. The City of Bryan is requesting to be added as a party to the contract with the Bryan City Council approving expenditure of funds.

**Budget & Financial Summary:** Funds are budgeted and available for this project in the BVSWMA Capital Improvement Project Fund. This contract amendment will require the approval of the Bryan City Council.

**Attachments:**

1. Strong Surveying Contract Amendment
2. Contract #06-175 (Contract available in City Secretary's Office)

**AMENDMENT No. 1**  
**CONTRACT FOR PROFESSIONAL SERVICES**  
**State Highway 30 Landfill Phase One Survey Support**

**Amendment to Professional Services Contract:**

This amendment is to add the City of Bryan to the contract dated 5-1-2006 for State Highway Phase One Survey Support for a not to exceed amount of \$174,000.00

Amend the definition of the "City" to be the City of College Station, Texas and the City of Bryan, Texas.

Replace all locations within the contract where City of College Station is mentioned and replace with City of College Station and City of Bryan.

Add to section 14.02  
City of Bryan  
Attn: Linda Huff  
P.O. Box 1000  
Bryan, Texas 77805

**STRONG SURVEYING:**

By: H. Curtis Strong  
Printed Name: H. Curtis Strong  
Title: OWNER  
Date: 7/9/09

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Ben White, Mayor

**CITY OF BRYAN**

By: \_\_\_\_\_  
D. Mark Conlee, Mayor

**ATTEST:**

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

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

**APPROVED:**

\_\_\_\_\_  
Glenn Brown, City Manager

*Carla A. Robinson*  
\_\_\_\_\_  
Harvey Cargill, City Attorney

**ATTEST:**

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary

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

**APPROVED:**

\_\_\_\_\_  
David F. Watkins, City Manager

\_\_\_\_\_  
Janis Hampton, City Attorney

**July 23, 2009**  
**Consent Agenda Item No. 2p**  
**Contract Amendment for CSC Engineering and Environmental Consultants, Inc.**  
**Services at Twin Oaks Landfill**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to amend Professional Services Contract #05-033 with CSC Engineering and Environmental Consultants, Inc. for Program Management and Technical Services for the Development of the Twin Oaks Landfill Project to include the City of Bryan on this contract not to exceed \$1,127,500.00, and to amend the scope of services to remove the transition planning for the Rock Prairie Landfill to become a City of College Station park.

**Recommendation(s):** Staff recommends approval to amend Professional Services Contract #05-033 with CSC Engineering and Environmental Consultants, Inc. for Program Management and Technical Services for the Development of the Twin Oaks Landfill Project to include the City of Bryan on the contract in an amount not to exceed \$1,127,500.00, and to amend the scope of services to remove the transition planning for the Rock Prairie Landfill to become a City of College Station park.

**Summary:** A contract dated January 4, 2005, with CSC Engineering and Environmental Consultants, Inc. (CSC) was approved by the College Station City Council on December 9, 2004 for the engineering and environmental services related to the Program Management and Technical Services for the development of the Twin Oaks Landfill. The contract is for a not to exceed \$1,127,500.00. BVSWMMA has expended funds (\$201,775.82) to pay for services on this contract. The City of Bryan is requesting to be added as a party to the contract with the Bryan City Council approving expenditure of funds and amending the scope of services to remove transition planning for the Rock Prairie Landfill to become a City of College Station park.

This contract provides for quality control/quality assurance during construction of the composite liner for the Twin Oaks Landfill. Some additional services include installation of methane and groundwater monitoring wells around the footprint of the disposal areas, and two years of groundwater quality testing. All services are required by Texas Commission on Environmental Quality regulations during liner construction and initial waste acceptance phases.

**Budget & Financial Summary:** Funds are budgeted and available for this project in the BVSWMMA Capital Improvement Project Fund. This contract amendment will require the approval of the Bryan City Council.

**Attachments:**

1. CSC Engineering and Environmental Consultants Contract Amendment
2. Contract #05-033

**AMENDMENT No. 1**

**CONTRACT FOR PROFESSIONAL SERVICES (Testing and Inspections)**

**Program Management/Technical Assistance and Environmental Compliance/Construction Quality Assurance**

**Amendment to Professional Services Contract:**

This amendment is to add the City of Bryan to the contract dated 1-4-2005 for Program Management/Technical Assistance and Environmental Compliance/Construction Quality Assurance for a not to exceed amount of \$1,127,500.00

Amend the definition of the "City" to be the City of College Station, Texas and the City of Bryan, Texas.

Replace all locations within the contract where City of College Station is mentioned and replace with City of College Station and City of Bryan.

Amend the scope of services to remove the transition planning for the Rock Prairie Landfill to become a City of College Station park.

Add to section 8.03

City of Bryan  
Attn: Linda Huff  
P.O. Box 1000  
Bryan, Texas 77805

**CSC Engineering and Environmental Consultants, Inc.:**

By: WR Cullen  
Printed Name: Bill Cullen  
Title: PRESIDENT  
Date: JULY 13, 2009

**CITY OF COLLEGE STATION**

**CITY OF BRYAN**

By: \_\_\_\_\_  
Ben White, Mayor

By: \_\_\_\_\_  
D. Mark Conlee, Mayor

**ATTEST:**

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

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

**APPROVED:**

\_\_\_\_\_  
Glenn Brown, City Manager

*Carla A Robinson*  
\_\_\_\_\_  
Harvey Cargill, City Attorney

**ATTEST:**

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary

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

**APPROVED:**

\_\_\_\_\_  
David F. Watkins, City Manager

\_\_\_\_\_  
Janis Hampton, City Attorney

RESOLUTION NO. 12-9-2004-11.03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES (TESTING AND INSPECTION) CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROGRAM MANAGEMENT AND TECHNICAL SERVICES FOR THE DEVELOPMENT OF THE STATE HIGHWAY 30 LANDFILL PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the program management and technical services for the development of the State Highway 30 Landfill; and

WHEREAS, the selection of CSC Engineering and Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the program management and technical services; 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 CSC Engineering and Environmental Consultants, Inc. is the most highly qualified provider of the services for Program Management and Technical Services for the development of the State Highway Landfill Project on the basis of demonstrated competence and qualifications.

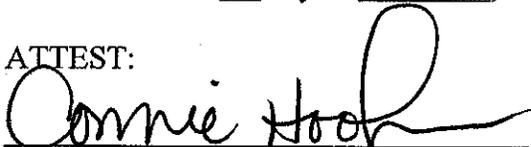
PART 2: That the City Council hereby approves the contract with CSC Engineering and Environmental Consultants, Inc. for an amount not to exceed \$1,127,500.00 for the engineering and environmental services related to the Program Management and Technical Services for the development of the State Highway 30 Landfill Project.

PART 3: That the funding for this project shall be as budgeted from the Brazos Valley Solid Waste Management Agency Fund in the amount of \$1,127,500.00.

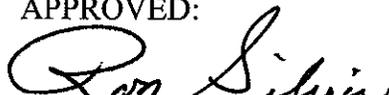
PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9th day of December, A.D. 2004.

ATTEST:

  
\_\_\_\_\_  
CONNIE HOOKS, City Secretary

APPROVED:

  
\_\_\_\_\_  
RON SILVIA, Mayor

APPROVED:



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

**City of College Station**

**SHORT FORM PROFESSIONAL SERVICES CONTRACT**  
(Testing & Inspection)

This Contract dated December 9, 2004, is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City"), and CSC Engineering and Environmental Consultants, Inc., a Texas Professional Corporation (the "Contractor"), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay for those services.

**ARTICLE I**  
**Scope of Services**

1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Program Management/Technical Assistance and Environmental Compliance/Construction Quality Assurance (the "Project").

**ARTICLE II**  
**Payment**

2.01 In consideration of the Contractor's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit "B."** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **ONE MILLION, ONE HUNDRED TWENTY SEVEN THOUSAND, FIVE HUNDRED AND 00/100 Dollars (\$1,127,500.00)**.

**ARTICLE III**  
**Time of Performance**

3.01 The Contractor shall complete work on all the professional services by the dates set forth below.

December 1, 2009

3.02 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

**ARTICLE IV**  
**Testing & Inspection**

4.01 The Contractor shall perform all standardized tests in the manner and method as specified in the Scope of Services and in coordination with the City's Project Manager and the City's Project Inspectors.

4.02 When directed by City Staff, the Contractor shall conduct such investigations, inspections and observations as are required to insure that, in the Contractor's best judgment, the work is in accordance with the Project requirements.

4.03 The Contractor shall report all test results and observation findings to the City in a timely manner and not less than three (3) working days.

4.04 The Contractor and his designees shall be made available to conduct such tests and observations as are required on four (4) hours verbal notice. In all cases, every attempt will be made by the City to allow at least twenty-four (24) hours of notice of the need for services.

4.05 As an experienced and qualified design professional, the Contractor shall make visits to the site to inspect the progress and quality of the specified work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract documents.

4.06 The Contractor shall keep the City informed of the progress and quality of the work. The Contractor shall exercise the utmost care and diligence in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform with the contract documents.

4.07 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by any construction contractors or subcontractors

**ARTICLE V**  
**Change Orders & Documents & Materials**

5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

5.02 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph two of this Contract to more than **\$50,000.00**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract**

**shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

5.03 The Contractor shall furnish the City (2) sets of testing and/or observation reports. It is hereby agreed that additional copies of any of the foregoing shall be provided to the City at the City's expense. It is agreed that the foregoing documentation and the Contractor's other work product information in the Contractor's possession concerning the Project shall be the property of the City of College Station from the time of preparation.

## **ARTICLE VI Warranty, Indemnification, & Release**

6.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the performance of services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their tests, observations and reports, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.

6.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.

6.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

6.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall

not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

**6.05 Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, any work or operations performed by Contractor or by any such subcontractors of any tier, under this Contract. This indemnity shall apply even though such damage, loss, injury, sickness, or death is caused in whole or in part by any defect in or condition of any area, facilities, equipment, tools, or other items that may be provided by Indemnitee, whether or not such defect or condition was known to Indemnitee. This indemnity shall apply regardless of whether or not any such damage, loss, injury, sickness, or death is contributed to by the negligence or fault of Indemnitee. However, in the event of such contributory negligence or other fault of Indemnitee, then Indemnitee shall not be indemnified hereunder in the proportion that the Indemnitee's negligence or other fault caused any such damage, loss, injury, sickness, or death. Both the City and the Contractor expressly intend that the indemnity provided hereunder is indemnity by the Contractor to indemnify and protect the City from the consequences of Indemnitee's own negligence while the City is participating in the Project, except that the Contractor will indemnify Indemnitee only for that pro rata portion (based on the percent of negligence) of any such damage, loss, injury, sickness, or death that was not caused by the negligence of Indemnitee. Furthermore, the indemnity provided for in this paragraph shall have no application to any damages, loss, injury, sickness, or death resulting from the sole negligence of Indemnitee, unmixed with the fault of any other person or entity.

**6.06 Release.** The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

**ARTICLE VII**  
**Miscellaneous Terms**

8.01 At any time, the City may terminate the Project for convenience. At such time, the City shall notify the Contractor, who shall cease work immediately. The Contractor shall be compensated for the services performed.

8.02 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

8.03 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of College Station  
Attn: Pete Caler  
P.O. Box 9960  
College Station, Texas 77842

The Contractor:  
Mr. William R. Cullen, P.E.  
CSC Engineering & Environmental Consultants, Inc.  
3407 Tabor Road  
Bryan, Texas 77808  
(979) 778-2810

8.04 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.05 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

8.06 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

8.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

8.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

**[CONTRACTOR]**

**CITY OF COLLEGE STATION**

By: WR Cullen  
Printed Name: W. R. CULLEN  
Title: PRESIDENT  
Date: 10/4/04

By: Ron Silvia  
Ron Silvia, Mayor  
Date: 1-3-05

ATTEST:

Connie Hooks  
Connie Hooks, City Secretary

1-4-05  
Date

APPROVED:

Thomas E. Brymer  
Thomas E. Brymer, City Manager

12/29/04  
Date

Carla A. Robinson  
City Attorney

12/28/04  
Date

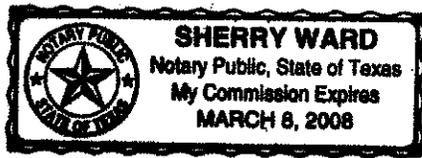
Jeff Kersten  
Jeff Kersten, Finance and Strategic  
Planning Director

12-17-04  
Date

STATE OF TEXAS )  
 )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 4 day of November <sup>2004</sup> ~~October~~, 2004, by W. R. COLLEN in his/her capacity as PRESIDENT of CSC ENGINEERING + ENVIRONMENTAL CONSULTANTS, INC., a Texas Corporation, on behalf of said corporation.

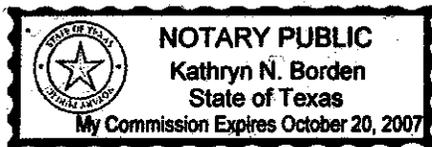


Sherry Ward  
Notary Public in and for  
the State of Texas

STATE OF TEXAS )  
 )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 3rd day of January, 2005, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.



Kathryn N. Borden  
Notary Public in and for  
the State of Texas

## **Exhibit A**

### **Scope of Services**

#### **Phase I: Program Management and Technical Assistance**

The program management and technical assistance phase will include services that have been identified by the project team as essential for the regulatory and operational transition between the existing Rock Prairie Road Landfill (RPRLF) and the proposed new SH-30 LF. The project team will act in an advisory and support role to the Brazos Valley Solid Waste Management Agency (BVSWMA) during Phase I of the development with regard to matters associated with the closure of the RPRLF and the initial design/construction of SH-30 LF. The closure of the RPRLF and the design/construction activities of the SH-30 LF are anticipated to occur concurrently over a period of approximately three years. The RFA portion of the project team will be the lead firm for the outlined Phase I activities. CSC will also be directly involved during the execution of these activities on a limited basis.

The project team will work closely with BVSWMA throughout the course of the project as technical and administrative resources during the transitional period beginning with design of Fill Sector 19 and closure activities at RPRLF, and ending with the transition of RPRLF to the City of College Station Parks and Recreation Department and with the beginning of full scale operation of the SH-30 LF. By assisting with administration of this critical transition process, BVSWMA will be able to focus its resources on the formidable tasks of providing uninterrupted solid waste management services to its customer base while protecting public health, safety, and the environment.

- Consultant Contract Administration for RPRLF and SH-30 LF
- Construction Phase Services for SH-30 LF
- Project Planning, Monitoring and Reporting
- Long-Range Facility Planning at Sh-30 LF
- Identification of Opportunities to Maximize Public Benefit at the SH-30 LF Site
- Transition Planning for RPRLF from BVSWMA to City of College Station Parks and Recreation Department
- Investigation of opportunities for partnership between BVSWMA and TAMU or Other Educational Institutions at SH-30 LF
- Monitoring and Development of Opportunities to Implement Bioreactor Technology at SH-30 LF
- Assistance as Needed with Public Relations, communication Planning and Public Outreach Activities

Phase II: Environmental Compliance/Construction Quality Assurance

The environmental compliance and construction quality assurance phase of the project will include activities identified in the facility permit application for the development of the SH-30 LF site. These activities include the following:

- Plugging and abandonment of all existing piezometers and monitor wells
- The installation of seventeen (17) upper and seventeen (17) lower zone groundwater monitor wells along the point of compliance (POC)
- The determination of background groundwater quality in the upper and lower zone wells
- The installation of the landfill gas monitoring system
- The construction quality assurance testing for Sector 1A
- General technical assistance and construction quality assurance

## Exhibit B-1

### Payment Terms

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at the rates per service or employee shown below. The City will reimburse the Contractor for *actual*, non-salary expenses at the rate of Ten Percent (10%) above the Contractor's actual costs, or at the rates set forth below. Unless amended by a validly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in Article II of this Contract (\$1,127,500.00).

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

### FEE SCHEDULE OF LABOR RATES FOR PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

#### Job Category Hourly Fee

Senior Scientist/Engineer II	\$85
Senior Scientist/Engineer I	\$75
Project Scientist/Engineer II	\$70
Project Scientist/Engineer I	\$65
Staff Scientist/Engineer II	\$55
Staff Scientist/Engineer I	\$45
Project Technician	\$40
Technical Drafting	\$40
Staff Technician	\$40
Production	\$40
Technical Assistant	\$35

---

Prior to acceptance of this proposal, all salary schedules may be supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work. If any such changes occur prior to acceptance of proposal, the changes will be communicated in writing to Client.

**Exhibit B-2  
Payment Terms**

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the not to exceed schedule and amounts listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

**Phase I:      Program Management and Technical Assistance      \$328,000.00**

- Consultant Contract Administration for RPRLF and SH-30 LF
- Construction Phase Services for SH-30 LF
- Project Planning, Monitoring and Reporting
- Long-Range Facility Planning at Sh-30 LF
- Identification of Opportunities to Maximize Public Benefit at the SH-30 LF Site
- Transition Planning for RPRLF from BVSWMA to City of College Station Parks and Recreation Department
- Investigation of opportunities for partnership between BVSWMA and TAMU or Other Educational Institutions at SH-30 LF
- Monitoring and Development of Opportunities to Implement Bioreactor Technology at SH-30 LF
- Assistance as Needed with Public Relations, communication Planning and Public Outreach Activities

**Phase II:      Environmental Compliance/Construction Quality Assurance      \$799,500.00**

- Plugging and Abandonment of Existing Piezometers and Monitor Wells (**\$45,000.00**)
- Installation of 17 Upper and 17 Lower Zone Groundwater Monitoring Wells (**\$190,000.00**)
- Collection of Background Groundwater Quality From the 17 Upper and 17 Lower Zone Monitor Wells (**\$208,000.00**)
- Installation of Landfill Gas Monitoring System (**\$81,000.00**)
- Technical Assistance With the Facility GPS System (**\$24,000.00**)
- Construction Quality Assurance for Fill Sector 1A (**\$214,000.00**)
- Technical Assistance/Construction Quality Assurance (**\$38,000.00**)

**Total Project Cost      \$1,127,500.00**

Contract No. 05-033

j:\alpha\buswma\contract\csc state brgy. 30 contract - december 9, 2004.doc  
11/2/04

## Exhibit C

### Insurance Requirements

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

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

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

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

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College

Station by certified mail, return receipt requested.

- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

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

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

6. **Business Automobile Liability** requirements:

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

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

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, **all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.**
- (b) The worker's compensation insurance shall include the following terms:
- (i) Employer's Liability limits of \$1,000,000 for each accident is required.
  - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*A. Definitions:*

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

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

*Persons providing services on the project ("subcontractors" in § 406.096 [of the*

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

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

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

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

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

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

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

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

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

coverage of any person providing services on the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Professional Liability** requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

JRA  
U0DC 08-30-2004 DATE

**PRODUCER**  
MCQUEARY HENRY BOWLES TROY/PHS  
464042 P:(866)467-8730 F:(877)905-0457  
P. O. BOX 33015  
SAN ANTONIO TX 78265

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

**INSURERS AFFORDING COVERAGE**

**INSURED**  
CSC ENGINEERING & ENVIRONMENTAL  
CONSULTANTS, INC.  
3407 TABOR ROAD  
BRYAN TX 77808

INSURER A: Hartford Lloyd's Ins Co **A+, XV**  
INSURER B: Hartford Underwriters Ins Co **A+, XV**  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liab	46 SBA BC7237	03/12/04	03/12/05	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	A				EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	46 WEC GG7540	03/12/04	03/12/05
		OTHER			
					E.L. EACH ACCIDENT \$500,000
					E.L. DISEASE - EA EMPLOYEE \$500,000
					E.L. DISEASE - POLICY LIMIT \$500,000

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

The City of College Station, its officials, employees and volunteers are listed as additional insured, with a waiver of subrogation.

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: **A**

**CANCELLATION**

City of College Station  
P O Box 9960  
1101 Texas Avenue  
College Station, TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*[Signature]*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

JRA  
U0DC 08-30-2004 DATE

**PRODUCER**  
MCQUEARY HENRY BOWLES TROY, LLP  
461496 P:(972)770-1600 F:(972)770-1699  
12700 PARK CENTRAL DR #1700  
DALLAS TX 75251

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

**INSURERS AFFORDING COVERAGE**

**INSURED**  
CSC ENGINEERING & ENVIRONMENTAL  
CONSULTANTS, INC.  
3407 TABOR ROAD  
BRYAN TX 77808

INSURER A: Hartford Casualty Ins Co A+, XV  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46 UEC UY5469	03/12/04	03/12/05	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input type="checkbox"/> WC STATU-TORY LIMIT'S <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

The City of College Station, its officials, employees and volunteers are listed as additional insured, with a waiver of subrogation.

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER:

City of College Station  
P O Box 9960  
1101 Texas Avenue  
College Station, TX 77842

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*R. O. [Signature]*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WR  
CSCEN-1

DATE (MM/DD/YYYY)  
08/09/04

**PRODUCER**

Anco Insurance B/CS  
P. O. Box 3889  
Bryan TX 77805  
Phone: 979-776-2626 Fax: 979-776-1308

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

**INSURED**

CSC Engineering & Environmental  
3407 Tabor Rd.  
Bryan TX 77808

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: Capitol Specialty Ins. Corp. *A VIII*  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab	MHR703896	03/26/04	03/26/05	Liability	100000

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

**CERTIFICATE HOLDER**

CITYOFC

City of College Station  
Attn: Michele Boriskie  
PO BOX 9960  
College Station TX 77842

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Don Smith*

## **Exhibit A Scope of Services**

### **Phase I: Program Management and Technical Assistance**

The program management and technical assistance phase will include services that have been identified by the project team as essential for the regulatory and operational transition between the existing Rock Prairie Road Landfill (RPRLF) and the proposed new SH-30 LF. The project team will act in an advisory and support role to the Brazos Valley Solid Waste Management Agency (BVSWMA) during Phase I of the development with regard to matters associated with the closure of the RPRLF and the initial design/construction of SH-30 LF. The closure of the RPRLF and the design/construction activities of the SH-30 LF are anticipated to occur concurrently over a period of approximately three years. The RFA portion of the project team will be the lead firm for the outlined Phase I activities. CSC will also be directly involved during the execution of these activities on a limited basis.

The project team will work closely with BVSWMA throughout the course of the project as technical and administrative resources during the transitional period beginning with design of Fill Sector 19 and closure activities at RPRLF, and ending with the transition of RPRLF to the City of College Station Parks and Recreation Department and with the beginning of full scale operation of the SH-30 LF. By assisting with administration of this critical transition process, BVSWMA will be able to focus its resources on the formidable tasks of providing uninterrupted solid waste management services to its customer base while protecting public health, safety, and the environment.

- Consultant Contract Administration for RPRLF and SH-30 LF
- Construction Phase Services for SH-30 LF
- Project Planning, Monitoring and Reporting
- Long-Range Facility Planning at Sh-30 LF
- Identification of Opportunities to Maximize Public Benefit at the SH-30 LF Site
- Transition Planning for RPRLF from BVSWMA to City of College Station Parks and Recreation Department
- Investigation of opportunities for partnership between BVSWMA and TAMU or Other Educational Institutions at SH-30 LF
- Monitoring and Development of Opportunities to Implement Bioreactor Technology at SH-30 LF
- Assistance as Needed with Public Relations, communication Planning and Public Outreach Activities

Phase II: Environmental Compliance/Construction Quality Assurance

The environmental compliance and construction quality assurance phase of the project will include activities identified in the facility permit application for the development of the SH-30 LF site. These activities include the following:

- Plugging and abandonment of all existing piezometers and monitor wells
- The installation of seventeen (17) upper and seventeen (17) lower zone groundwater monitor wells along the point of compliance (POC)
- The determination of background groundwater quality in the upper and lower zone wells
- The installation of the landfill gas monitoring system
- The construction quality assurance testing for Sector 1A
- General technical assistance and construction quality assurance



**July 23, 2009**  
**Consent Agenda Item No. 2q**  
**Exempt Purchase for BVSWMA Litigation Professional Services**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to authorize funds for professional services from Coats, Rose, Yale, Ryman & Lee PC for litigation concerning the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$90,000.00. Approval by the Council of this request will ratify \$56,808.46 expended and provide funds for additional legal costs associated with this project through September 30, 2009.

**Recommendation(s):** Staff recommends approval of \$90,000.00 in funds for this project as listed.

**Summary:** \$56,808.46 has been expended to date for BVSWMA litigation services from Coats, Rose, Yale, Ryman & Lee PC. There will also be additional costs for legal services that have not yet been billed to the City. Approval by the Council of this request will ratify the \$56,808.46 already expended and cover the additional legal costs associated with this project.

This request for approval of additional funds is for professional services from Coats, Rose, Yale, Ryman & Lee PC and is thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(4) procurement for personal, professional, or planning services:

**Purchase Order:**

Purchase Order #090319 - \$90,000.00

**Budget & Financial Summary:** Funds for the additional professional services are not budgeted in the FY 2009 City of College Station General Fund.

**Attachments:** None.

**July 23, 2009**  
**Consent Agenda Item No. 2r**  
**Exempt Purchase for BVSWMA Litigation Professional Services**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to authorize additional funds for professional services from Bickerstaff, Heath, Delgado & Acosta, LLP. for litigation concerning the Brazos Valley Solid Waste Management Agency (BVSWMA) in the amount of \$45,000.00 for total funds of \$297,000.00. Approval by the Council of this request will provide funds for additional legal costs associated with this project through September 30, 2009.

**Recommendation(s):** Staff recommends approval of \$45,000.00 in additional funds for this project as listed.

**Summary:** This request for approval of additional funds is for professional services from Bickerstaff, Heath, Delgado & Acosta, LLP. for litigation concerning the Brazos Valley Solid Waste Management Agency (BVSWMA) and is thereby exempt from competitive bidding in accordance with LGC 252.022 (a)(4) procurement for personal, professional, or planning services:

**Purchase Order:**

Purchase Order #081060 - \$297,000.00

**Budget & Financial Summary:** Funds for the additional professional services are not budgeted in the FY 2009 City of College Station General Fund.

**Attachments:** None.

**July 23, 2009**  
**Consent Agenda Item No. 2s**  
**BVSWMA/Grimes County Royalty Payments**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to approve BVSWMA royalty payments to Grimes County for FY2009 in an amount not to exceed \$250,000, which amount includes ratification of a total of \$104,383.95 in royalty payments made to Grimes County in FY2009, and approval of \$31,349.50 in royalty payments to Grimes County to correct payments made from October 2006 to the present.

**Recommendation(s):** Staff recommends approval of the annual royalty expenditures of \$250,000 for FY2009, which amount includes ratification of three previous quarterly payments in the amounts of \$34,827.64, \$32,292.41 and \$37,263.90 (a total of \$104,383.95), and a one-time expenditure of \$31,349.50 for back payments to Grimes County as per the royalty ratio provided in the interlocal agreement.

**Summary:** In April 2002, the City of College Station, City of Bryan, and Grimes County, entered into an interlocal agreement regarding the future landfill disposal facility. The cities agreed to pay Grimes County a host fee in the form of a royalty for every ton of revenue generating municipal solid waste (MSW) at the existing Rock Prairie Road Landfill and the future facility in Grimes County. Upon review of the agreement, the payment per ton was defined as a ratio that should be calculated annually. The royalty payment from October 2006 to the present calculated as a ratio of tipping fee to state pass-through fee is 54 cents per ton. A one-time expenditure of \$31,349.50 is necessary to rectify the past quarterly royalty payments paid to Grimes County from October 2006 to the present based on the newly calculated ratio. In addition, three royalty payments for FY2009 in the amount of \$34,827.64 for September 2008 to November 2008, \$32,292.41 for December 2008 to February 2009, and \$37,263.90 for March 2009 to May 2009 have been paid to Grimes County and the total exceeds the \$50,000 expenditure limit, thus requiring approval by both College Station and Bryan City Councils as per the BVSWMA mediated settlement between the two cities.

**Budget & Financial Summary:** Funding for the quarterly royalty payments is available in the BVSWMA Fund.

**Attachments:**

Interlocal Agreement

**AGREEMENT  
BY AND BETWEEN GRIMES COUNTY, TEXAS,  
THE CITY OF BRYAN, TEXAS, and THE CITY OF COLLEGE STATION, TEXAS**

This Agreement is made this 22<sup>nd</sup> day of April, 2002, between **GRIMES COUNTY, TEXAS** ("Grimes County" or the "County"), the **CITY OF BRYAN, TEXAS** ("Bryan"), and the **CITY OF COLLEGE STATION, TEXAS** ("College Station"). Bryan and College Station are collectively referred to in this Agreement as "the Cities".

**RECITALS**

WHEREAS, the Cities of Bryan and College Station entered into an interlocal agreement on May 3, 2000 to form the Brazos Valley Solid Waste Management Agency ("BVSWMA");

WHEREAS, the Cities, through BVSWMA, provide solid waste disposal services on a regional basis;

WHEREAS, the Cities have determined that it is necessary to permit a new landfill in order to continue to serve the region they presently serve so as to protect the health, safety, and welfare of the public and to protect the environment;

WHEREAS, the Cities, acting through BVSWMA, filed an application with the TNRCC for a land use only hearing on April 13, 2001 for the proposed landfill;

WHEREAS, Grimes County has adopted an ordinance which prohibits the disposal of solid waste at this proposed location pursuant to the Texas Health and Safety Code Provisions, but upon adoption of this Agreement is prepared to amend such ordinance in a manner identical to the attached draft ordinance, attached hereto as Exhibit A;

WHEREAS, Grimes County has determined that the landfill, if properly designed and operated, is compatible land use within the County;

WHEREAS, the Cities have determined that it is appropriate to provide Grimes County with a host fee to aid the County in the maintenance of its roads and to offset other potential costs Grimes County may incur as a result of the operation of the proposed landfill.

NOW THEREFORE, in consideration of the mutual covenants and conditions specified herein, Grimes County and the cities of Bryan and College Station agree as follows:

1. Agreement to Operate Landfill

The Cities agree to seek to obtain a permit to construct, maintain, and operate a new landfill, to be called the BVSWMA State Highway 30 Landfill ("State Highway 30 Landfill")

on a portion or all of that certain tract of land consisting of approximately 1200 acres and being comprised of all of that tract of land described in Exhibit B ") and further agree to the following:

- a. Pursuant to a permit to be issued by the Texas Natural Resource Conservation Commission the cities will operate the landfill as a municipal solid waste landfill as such is defined in 30 Tex. Admin. Code 330.2(80). The cities shall not seek a permit for an industrial hazardous waste facility on the property described in Exhibit B.
- b. The cities will not assign, convey, lease, or otherwise transfer their rights and responsibilities for the ownership or operation of the landfill or any part of the property described in Exhibit B unless the conveyance contains a condition prohibiting the use of the property as a separately permitted industrial hazardous waste facility.
- c. A representative of Grimes County designated by the Commissioners Court shall be granted non-voting membership on the Board of BVSWMA. The Grimes County representative shall not attend any executive sessions and shall have no right to review the minutes or any other documents or recordings related to the executive session. The Grimes County representative shall have a reasonable right to enter the landfill property during regular business hours to inspect the operations of the landfill but shall not disrupt or otherwise interfere with those operations. If the Grimes County representative chooses to enter the landfill property, he will do so at his own risk and BVSWMA shall not be liable for any injuries suffered by the Grimes County representative while on the property.
- d. The landfill will accept municipal solid waste from entities and individuals located in Grimes County, upon the same terms and conditions as waste accepted from similar entities and individuals outside Grimes County.
- e. The landfill will be designed and operated so as to prevent traffic congestion at the entrance on SH 30 by ensuring adequate capacity for all vehicles which enter the landfill property. The site shall be maintained in a clean, professional manner in accordance with TNRCC regulations.
- f. Expansion of the landfill up to 1200 acres will be limited to an eastward direction from the original 609 acre site.

## 2. Agreement Not to Oppose Landfill

Grimes County agrees not to oppose the application by the Cities to locate the State Highway 30 Landfill, on all or a portion of the land described in Exhibit B so long as the terms and conditions in this Agreement are being complied with by the Cities. Specifically, Grimes County agrees to the following:

- a. Grimes County, its Commissioners Court or any member of its Commissioners Court as a representative of Grimes County will not directly, or through any representative or agent, seek party status or otherwise participate in any proceedings before the TNRCC, or any other state agency, or federal or state tribunal, or local proceeding for the purpose of opposing the issuance of a permit (or amendment) for the State Highway 30 Landfill or related facilities; or take any action adverse to the issuance of a permit for the State Highway 30 Landfill or any related facilities in any other approval process.
- b. Grimes County, its Commissioners Court or its Commissioners in their representative capacity will not directly or indirectly assist, encourage, fund or otherwise support any individual or any other party in opposition to the issuance of a permit for the State Highway 30 Landfill or related facilities.
- c. Grimes County, its Commissioners Court or its Commissioners in their representative capacity will not print, publish or distribute any materials that may be detrimental to the approval of the State Highway 30 Landfill project or related facilities.

### 3. County Ordinances and Resolutions

Grimes County agrees that it will not adopt any ordinance or any other authority that attempts to prohibit the disposal of municipal solid waste on the tract described in Exhibit B pursuant to Texas Health & Safety Code §361.162, §363.112, §364.012, or any other authority. Additionally, Grimes County agrees that it will not take any other action that has the intent and/or effect of impairing the Cities' ability to receive any governmental permit or to expand the State Highway 30 Landfill within the tract described in Exhibit B as a municipal solid waste landfill as that term is defined in Section 30 T.A.C. 330.2. Finally, Grimes County agrees to amend its solid waste ordinance in a manner identical to the attached draft ordinance, attached hereto as Exhibit A, in order to designate that municipal solid waste may be disposed of on the property described in Exhibit B. Once the parties have approved and executed this Agreement and Grimes County has amended its ordinance, Grimes County shall retract all of the letters sent to the TNRCC objecting to the Cities' MSW application. No royalties shall be payable to Grimes County under this Agreement based on any tonnage received prior to Grimes County's amendment of its ordinance and retraction of its letters in accordance with this paragraph.

### 4. Host Fee

Subject to the limitations set forth herein, the Cities shall pay Grimes County a host fee in the form of a royalty for every ton of revenue generating municipal solid waste (MSW) received at the State Highway 30 Landfill. During the time period prior to the State Highway 30 Landfill's first receipt of waste, BVSWMA shall pay a royalty for every ton of revenue generating MSW received at the existing Rock Prairie Road Landfill. The amount of royalty shall be \$.50 per ton of revenue generating MSW received during the first full year (June 1 through May 30) in which this Agreement is in effect. The amount of royalty per ton of revenue generating MSW received during subsequent years shall be determined using the method discussed in section 5 of this Agreement.

The amount of royalty due is to be calculated based on the number of revenue generating tons received at the gate. No royalties shall be payable on any tonnage received prior to the execution of this Agreement by all parties hereto and the amendment of the ordinance and retraction of the letters in compliance with paragraph 3. If, for any reason, the Cities abandon their pursuit of an MSW permit to construct the State Highway 30 Landfill at the Landfill Site and provide the County with written notice of same, the Cities shall have no duty to pay royalties on any tonnage received after the date of the written notice.

Within ten days of the later event of either the execution of this Agreement or the amendment of the ordinance and retraction of the letters in compliance with paragraph 3, the Cities shall make an initial advance royalty payment of \$200,000 to Grimes County as the estimated royalties to be due to Grimes County between the later of the date of the execution of this Agreement or the amendment of the ordinance and May 30, 2004. The first payment due after August 30, 2004 shall be adjusted to account for the difference between the royalties estimated to be due and the actual royalties that were due during that time-period. After the initial advance royalty payment, quarterly payments will be made to Grimes County. The first quarter will run from June 1 through August 30. The second quarter will run from September 1 through November 30. The third quarter will run from December 1 through the end of February. The fourth quarter will run from March 1 through May 30. Payments shall be due on the twentieth day of the month following the end of a quarter.

#### 5. Adjustment of Royalty Payment.

The parties to this Agreement intend the royalty to fluctuate on an annual basis in relation to the tipping fee independently determined and charged by the Cities. That portion of the tipping fee which is attributable to pass-through costs associated with regulatory impositions or otherwise payable to the federal, state or local government shall be disregarded in the calculation of the royalty adjustment. The average tipping fee currently in place at the Rock Prairie landfill is \$23.50 per ton. \$1.25 of this is attributable to pass-through regulatory costs. The current ratio between tipping fees and royalty is, therefore,  $(\$23.50 - \$1.25)$  to \$0.50. The goal of annual adjustment will be to maintain this ratio. The average tipping fee minus the amount attributable to pass-through regulatory costs charged during the previous year (September 1 through August 30) shall annually be assessed and the royalty payable to Grimes County

during the following year shall be adjusted to maintain this same ratio. However, the royalty shall not be less than \$0.50 per ton under any circumstances.

6. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by both Grimes County and the Cities.

7. Successors and Assigns

This Agreement shall be binding upon Grimes County and the Cities and each of their respective successors, representatives, and assigns. This Agreement and any rights to royalties hereunder is not assignable by Grimes County.

8. Applicable Law

This Agreement shall be governed by, and construed and enforced under the laws of the State of Texas.

9. Damages in Event of Breach

In the event that the terms and conditions of paragraphs 2 or 3 of this Agreement are breached by Grimes County or the Grimes County Commissioners Court prior to the issuance of a final, unappealable landfill permit to the Cities by the TNRCC, then the Cities shall have the right to cease making royalty payments based on the Rock Prairie volumes and the Cities shall be entitled to recover all amounts already paid to Grimes County as consideration under this Agreement.

In the event that the terms and conditions of this Agreement are breached by either party, or the conditions of this Agreement are not complied with by one of the parties, the parties agree to jurisdiction and to participate in a proceeding before a state or federal tribunal wherein the prevailing party shall recover its fees, damages, costs, attorneys fees, and such other and further relief from the non-prevailing party, general or special, at law or in equity, to which the prevailing party may show itself justly entitled and that the state or federal tribunal deems proper.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates indicated below.

GRIMES COUNTY, TEXAS

By: [Signature]  
Name: Ira E. Haynie  
Title: County Judge  
Date: April 23, 2002

STATE OF TEXAS  
COUNTY OF Grimes

This instrument was acknowledged before me on the 23<sup>rd</sup> day of April, 2002, by Ira E. Haynie as County Judge of Grimes County, Texas.



[Signature]  
Notary Public State of Texas  
My Commission Expires: 12/12/04

CITY OF COLLEGE STATION, TEXAS

By: [Signature]  
Name: Lynn McIlhaney  
Title: Mayor  
Date: 4/29/02

Attest:

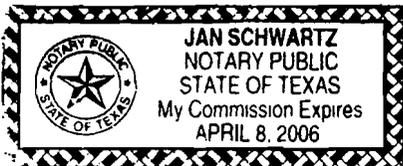
[Signature]  
City Secretary

Approved:

[Signature]  
City Attorney

STATE OF TEXAS  
COUNTY OF BRAZOS

This instrument was acknowledged before me on the 29<sup>th</sup> day of April, 2002, by LYNN McIlhaney as Mayor of The City of College Station, a Texas municipal corporation, on behalf of said municipal corporation.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: 4/8/06

CITY OF BRYAN, TEXAS

By: *Mitchell Morehead*  
Name: Mitchell Morehead  
Title: Mayor Pro Tem  
Date: 5-14-02

Attest:

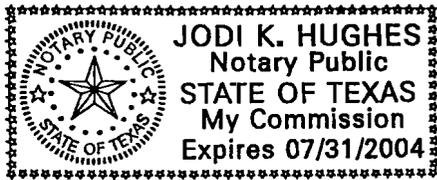
*Maeef S. Stratta*  
City Secretary

Approved:

*Michael J. Cosentino*  
City Attorney

STATE OF TEXAS  
COUNTY OF BRYAN

This instrument was acknowledged before me on the 14th day of May, 2002, by Mitchell Morehead as Mayor Pro Tem of The City of Bryan, a Texas municipal corporation, on behalf of said municipal corporation.



*Jodi K. Hughes*  
Notary Public, State of Texas  
My Commission Expires: 7/31/2004

*EXHIBIT "A"*

**AN ORDINANCE CREATING A SOLID WASTE DISPOSAL SITE  
AND PROHIBITING SOLID WASTE  
DISPOSAL IN ALL OTHER AREAS OF GRIMES COUNTY,  
REPEALING A PRIOR ORDINANCE  
AND PROVIDING CIVIL AND CRIMINAL PENALTIES**

Be it ORDAINED, ORDERED and ADOPTED by the Commissioners Court of Grimes County, Texas:

**SECTION 1. GENERAL PROVISIONS AND FINDINGS**

WHEREAS, the Grimes County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Grimes County, Texas and their property interest; and

WHEREAS, solid waste disposal, especially the disposal of solid waste in landfills, is an activity that has high potential to negatively impact the health, safety and welfare of any community; and

WHEREAS, a safe and abundant supply of drinking water is necessary to preserve and protect the health and welfare of the citizens of Grimes County, Texas; and

WHEREAS, a majority of citizens in Grimes County draw drinking water from private wells; and

WHEREAS, the Commissioners Court believes and hereby finds that a waste disposal site and development thereof anywhere in the county, except as designated by this court at the location designated below, would constitute an unacceptable risk and threat to the public health, safety and welfare for the reasons and findings stated below, among many others, to wit:

The Court finds that the presence of solid waste disposal facilities in general may negatively influence property values; and

The Court finds that under the circumstances existing in Grimes County that solid waste facilities would constitute a public or private nuisance; and

The Court finds the use of all present technology and science with regard to the location, installaion, operation and maintenance of municipal, industrial and hazardous solid waste disposal sites, cannot guarantee or ensure that such sites will not contaminate, spoil and pollute areas surrounding and distant to said disposal sites;

This Court further finds that if the substances contained within a landfill escape into the air of waterways, including subsurface waterways, significant threats to the public health, safety and welfare will exist; and

This Court finds that the nature of the soils of Grimes County is such that it would allow migration waste and lead to the contamination of groundwater, which many citizens rely on for drinking water.

The Court further finds that a the traffic attendant to operation of a solid waste disposal facility, which involves receiving and dispatching a large number of heavy trucks hauling waste, constitutes a hazard to the public heath and a threat to the public roads:

The Court further finds that waste streams that can be received in municipal and non-hazardous industrial waste facilities include chemicals that are toxic, corrosive, flammable and explosive, and that such substances present a threat to the public health, safety and welfare:

The Court finds that the prohibition of solid waste disposal as provided in this ordinance is necessary to prevent a grave and immediate threat to life and property; and

The Court finds that such a prohibition is a necessary response to a real and substantial threat to public health and safety, that such a prohibition will significantly advance the health and safety of the public and that the prohibition does not impose a greater burden than necessary to protect the public health and safety under the circumstance;

## **SECTION 2. SUBSTANTIVE PROVISIONS AND DEFINITIONS**

For the above reasons, and pursuant to the provisions of Section 364.012 of the Texas Health and Safety Code, the Grimes County Commissioners Court hereby

**ORDAINS, RESOLVES, ORDERS and ESTABLISHES** the following **ORDINANCE**:

**IT IS ORDAINED AND ORDERED** that the disposal of solid waste within Grimes County, Texas is authorized and allowed in the following area:

See Exhibit "B" to Agreement by and Between Grimes County, Texas, the City of Bryan, Texas and the City of College Station, Texas; Exhibit B-1; Exhibit B-2; and Exhibit B-3 attached hereto.

**IT IS FURTHER ORDAINED AND ORDERED** that the disposal of municipal solid waste and industrial solid waste is **PROHIBITED** in all other areas of Grimes County, Texas.

**DEFINITIONS IN THIS ORDINANCE:**

1. "Solid waste", "municipal solid waste" and "industrial solid waste" have the meaning assigned by Chapter 361, Texas Health & Safety Code.
2. "Solid waste facility" has the meaning assigned by Chapter 361, Texas Health & Safety Code.

**SECTION 3. CIVIL REMEDIES AND PENALTIES**

- (a) Any violation of this ordinance is subject to a civil penalty of \$10,000.00. for each violation. Such penalty to be forfeited to Grimes County, Texas. Each day that a violation continues constitutes a separate ground for recovery.
- (b) The Commissioners Court of Grimes County, Texas, may bring a legal action to enjoin violations of this ordinance and seek judgment for any civil penalties.

**SECTION 4. REPEAL OF PRIOR ORDINANCE**

An Ordinance Creating A Solid Waste Disposal Site and Prohibiting Solid Waste Disposal in All Other Areas of Grimes County and Providing Civil and Criminal Penalties adopted by the Grimes County Commissioners Court on the 10th day of September, 2001 as recorded in the minutes of the Grimes County Commissioners Court, Vol. \_\_\_\_\_, p. \_\_\_\_\_, is hereby repealed and is null and void.

**SECTION 5. CRIMINAL PENALTY**

- (a) Disposal of solid waste in violation of this ordinance constitutes a class C misdemeanor punishable by a fine not to exceed \$500.00.
- (b) Each day that a violation continues constitutes a separate offense under this ordinance.

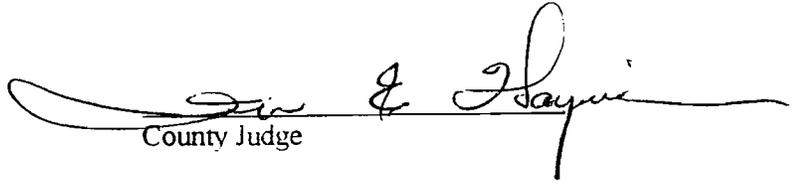
**SECTION 6. SEVERABILITY**

If any portion of this ordinance is deemed to be in violation of the statutes or the constitution of this state or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the ordinance shall remain in full force and effect.

**SECTION 7. EFFECTIVE DATE**

This ordinance shall become effective immediately upon adoption.

Read and adopted this 22<sup>nd</sup> day of April, 2002, by a vote of 4  
ayes and 1 nays.

  
County Judge

ATTEST:

  
County Clerk

by Deputy County Clerk  


**EXHIBIT "B"**  
**TO**  
**AGREEMENT BY AND BETWEEN GRIMES COUNTY,**  
**TEXAS, THE CITY OF BRYAN, TEXAS AND THE CITY OF**  
**COLLEGE STATION, TEXAS**

1200 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JOSEPH T. ROBINSON SURVEY, ABSTRACT NO. 390, AND THE GEORGE MASON SURVEY, ABSTRACT NO. 342 IN GRIMES COUNTY, TEXAS AND BEING COMPRISED OF THREE TRACTS AS FOLLOWS:

**TRACT I**

TRACT I BEING THAT PORTION OF THAT CERTAIN TRACT OF LAND SITUATED IN THE JOSEPH T. ROBINSON SURVEY, ABSTRACT NO. 390, WHICH PORTION IS LOCATED TO THE NORTH OF STATE HIGHWAY 30, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT B-1 HERETO, SAID EXHIBIT B-1 BEING INCORPORATED HEREIN FOR ALL PURPOSES.

**TRACT II**

TRACT II BEING THAT PORTION OF THAT CERTAIN TRACT OF LAND SITUATED IN THE JOSEPH T. ROBINSON SURVEY, ABSTRACT NO. 390, WHICH PORTION IS LOCATED TO THE NORTH OF STATE HIGHWAY 30, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT B-2 HERETO, SAID EXHIBIT B-2 BEING INCORPORATED HEREIN FOR ALL PURPOSES.

**TRACT III**

TRACT III BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING 975.76 ACRES SITUATED IN THE JOSEPH T. ROBINSON SURVEY, ABSTRACT NO. 390 AND THE GEORGE MASON SURVEY, ABSTRACT NO. 342 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT B-3 HERETO, SAID EXHIBIT B-3 BEING INCORPORATED HEREIN FOR ALL PURPOSES.

**EXHIBIT B-1**

---

**TRACT I:**

Being out of and a part of the J. T. Robinson League Survey, Abstract No. 390, described by metes and bounds as follows:

**BEGINNING** at the Northwest corner of the Elizabeth King tract on said Robinson League;

**THENCE** South 830 varas to the N.E. corner of Prue Stuckey home tract;

**THENCE** East 675 1/2 varas to a stake on bank of a branch from which a Post Oak 6 inches in diameter marked S bears South 82 1/2 East 5 varas and a Post Oak 6 inches in diameter marked J bears N 46 W 4 4/10 varas;

**THENCE** North 830 varas to rock for corner between C.C. Smith and C.E. Davis on South line of Gates Survey;

**THENCE** West 765 1/2 varas to the place of beginning; **SAVING AND EXCEPTING** therefrom a certain tract of 10 acres out of said 100 acre tract, **LEAVING** therein 90 acres, more or less, being the same tract of land described in deed from John A. Caplen to J.C. League, dated July 16, 1906, and of record in Volume 60, Page 511, Deed Records, Grimes County, Texas, to which reference is here made for all matters pertinent.

EXHIBIT B-2

TRACT II

All that certain piece or parcel of land lying and being situated in the County of Grimes, State of Texas, and being more particularly described as follows:

Being a part of a survey of land granted to Francis Zellner (or Zillner) assignee of J.T. Robinson, by the Republic of Texas, on or about the 10th day of February, A.D. 1846, same described as follows:

BEGINNING at the Southeast corner of a tract of land deeded to James H. Patillo, in Grimes County, Texas, on the headright granted to Francis Zellner, assignee of J.T. Robinson - said tract so deeded to James H. Patillo being of 200 acres (said deed being recorded in Volume 49, Page 535 of the Deed Records of Grimes County, Texas);

THENCE North 830 varas to the Northeast corner of said tract;

THENCE East along the South boundary line of A. Gates Survey being the North boundary line of said J.T. Robinson Survey, a distance of 1307 varas;

THENCE South 2235 varas to intersect the division line between said Zellner and Patillo;

THENCE West 1127 varas along said division line to intersect the East boundary of a tract of 640 acres of land deeded to Stephen Southwick;

THENCE North with said tract 1405 varas to its Northeast corner;

THENCE West 180 varas to place of beginning, containing 473 acres of land, more or less, (said property being the same tract described in deed from George A. Patillo to Warren Goodin, recorded in Volume B, Page 83 of the Deed Records of Grimes County, Texas); there is excepted from this property, however, the tract of 100 acres, more or less, acquired by C.C. Smith under judgement of the District Court of Grimes County, Texas, entitled Daisy Maas, et al. vs. W.P. Trant, et al., such judgement being recorded in Volume 50, Page 188-190 of the Deed Records of Grimes County, Texas. The property which is here conveyed is the tract that was awarded to plaintiff Sam J. Maas by judgement of the District Court of Grimes County, Texas, entered on or about the 15th day of July, 1925 in Cause No. 4520, in the District Court of Grimes County, Texas, entitled Sam J. Maas vs. R.B. Templeman, et al., which judgement is recorded in Volume W, Page 257 of the minutes of said Court, certified copy of which is recorded in Volume 108, Page 614 of the Deed Records of Grimes County, Texas.

**EXHIBIT B-3**  
**FIELD NOTES**  
**975.76 ACRES**  
**BRAZOS VALLEY SOLID WASTE**  
**MANAGEMENT AGENCY**  
**JOSEPH T. ROBINSON SURVEY, ABSTRACT NO. 390 &**  
**THE GEORGE MASON SURVEY, ABSTRACT NO. 342**  
**GRIMES COUNTY, TEXAS**  
**OCTOBER 5, 2001**

All of that certain lot, tract or parcel of land being 975.76 acres situated in the JOSEPH T. ROBINSON SURVEY, Abstract No. 390 and the GEORGE MASON SURVEY, Abstract No. 342, and being all or part of the following tracts:

- 1.) Being a called 60 acre tract as described in deed from Annie T. Perry, et al. to R. P. Trant of record in Volume 162, Page 181 (Second Tract);
- 2.) Being a called 48-3/4 acre tract as described in deed from Joe Holly, et al. to R. P. Trant of record in Volume 224, Page 599;
- 3.) Being a called 16-1/4 acre tract as described in deed from Mrs. Sallie A. Ross, et al. to Mrs. Hattie C. Bowen of record in Volume 88, Page 430 (Second Tract);
- 4.) Being a called 10 acre tract as described in deed from T. P. Buffington to Sam B. Wilson, et al. of record in Volume 88, Page 429;
- 5.) Being a called 6-1/4 acre remainder of a called 16-1/4 acre tract as described in deed from Vivienne Buffington, et al. to R. P. Trant of record in Volume 223, Page 70 (Second Tract);
- 6.) Being a called 47-1/2 acre tract as described in deed from Vivienne Buffington, et al. to R. P. Trant of record in Volume 223, Page 70 (First Tract);
- 7.) Being a called 40 acre remainder of a called 49-6/10 acre tract as described in deed from H. C. Cameron, et ux. to Royal Lott and Jeff Lott of record in Volume 67, Page 584;
- 8.) Being a called 6 acre tract as described in deed from A. L. Showalter, et ux. to R. P. Trant of record in Volume 237, Page 476 (First Tract);
- 9.) Being a called 3-6/10 acre remainder of a called 9-6/10 acre tract as described in deed from Barbara M. Cameron to Fred Wilhelm of record in Volume 96, Page 108;
- 10.) Being a called 97 acre tract as described in deed from Carrie Grimes Gillen to R. P. Trant of record in Volume 217, Page 370;
- 11.) Being a called 20.228 acre tract as described in deed from Catlin, Bryan, Stacy, & Dillard to Colby G. Muth of record in Volume 745, Page 584;
- 12.) Being a called 20 acre tract (north 1/2 of a called 40 acre tract) as described in deed from Mary Elizabeth Meechum to R. P. Trant of record in Volume 195, Page 433;
- 13.) Being a called 14.81 acre tract as described in deed from Frances W. Rucker, et al. to R. P. Trant of record in Volume 223, Page 69 (First Tract);
- 14.) Being a called 44.43 acre tract as described in deed from Ike Ashburn, III to Robert P. Trant of record in Volume 221, Page 42;
- 15.) Being a called 20 acre tract as described in deed from Travis L. Wilson to Harold B. Trant of record in Volume 659, Page 346 (Second Tract);
- 16.) Being a called 10 acre tract as described in deed from John L. Franklow and W. W. Kinnard to H. B. Wilson of record in Volume 52, Page 336;
- 17.) Being a called 10 acre tract as described in deed from Frances W. Rucker to R. P. Trant of record in Volume 223, Page 69 (Second Tract);
- 18.) Being a called 10 acre tract as described in deed from Billie H. Quinn to Harold B.

- Trant, et ux. of record in Volume 867, Page 728;
- 19.) Being a called 10 acre tract as described in deed from Eloise Harris, et vir. to R. P. Trant of record in Volume 279, Page 83;
  - 20.) Being a called 8.5 acre tract as described in deed from Hanna Frank Howell, et al. to Larue Howell Henry of record in Volume 709, Page 137;
  - 21.) Being a called 22.20 acre tract as described in deed from Paul L. Levy, Executor of the Estate of Jeanne L. Gelber to Paul L. Levy of record in Volume 922, Page 283;
  - 22.) Being a called 60 acre remainder of a called 62-5/6 acre tract as described in deed from Ernest W. Sydow to R. P. Trant of record in Volume 190, Pages 482 & 483;
  - 23.) Being the remainder of a called 99.23 acre tract as described in deed from W. S. Beard, et al. to John Franklow and W. W. Kinnard of record in Volume 52, Page 155;
  - 24.) Being a called 568.359 acre tract as described in Final Judgement No. 30,384-361 to Harold P. Trant of record in Volume 673, Page 672;
  - 25.) Being a called 7 acre tract as described in deed from Larry Jacobs to Morris Lange, et al. of record in Volume 49, Page 238;
  - 26.) Being a called 5 acre tract as described in deed from Larry Jacobs to B. Roman, et al. of record in Volume 49, Page 260;
  - 27.) Being a called 10 acre tract as described in deed from Larry Jacobs to S. Keller, et al. of record in Volume 49, Page 237;
  - 28.) Being a called 57 acre tract as described in deed from Larry Jacobs to R. P. Trant of record in Volume 193, Page 480; and,
  - 29.) Being the remainder of a called 50 acre remainder of a called 122 acre tract as described in deed from Mrs. Mamie Gillen to R. P. Trant of record in Volume 221, Page 605,
  - 30) Being a Called 373 acre tract as described in deed from Betty L. Hybner to Jill Marguerite Hybner of record in Volume 840, Page 445;
  - 31) Being a Called 90 acre tract as described in deed from Betty L. Hybner to Jill Marguerite Hybner of record in Volume 840, Page 445;
  - 32) Being a Called 10 acre tract as described in deed from C. C. Smith et ux to Nancy J. Caplen of record in Volume 52, Page 612;

all being in the Deed Records of Grimes County, Texas (D.R.G.C.T.): said 975.76 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a ½" Iron Rod set in the southwest right-of-way line of STATE HIGHWAY NO. 30 for the northeast corner, said corner being the northwest corner of the Carole Faye Sonmore Called 27.5 acre tract as described in Volume 607, Page 557, said corner also being located in the occupied east line of said Hybner Called 373 acre tract;

**THENCE** along the occupied most northerly east line of said occupied Hybner Called 373 acre tract the following calls:

S 3 ° 51 ' 30 " E, along the west line of said Called 27.5 acre tract a distance of 847.50 feet to a 2" Iron Pipe found for angle point, said corner being the southwest corner of said Called 27.5 acre tract and also being the northwest corner of the Z. M. Courtney Called 13.5 acre tract as described in Volume 124, Page 119;

S 1 ° 24 ' 53 " E, along the west line of said Called 13.5 acre tract a distance of 686.02 feet to a 1/2" Iron Rod found for angle point, said corner being the southwest corner of said Called 13.5 acre tract and also being the northwest corner of the TMPA Called 140.188 acre tract as referenced in Volume 582, Page 172; and,

S 1 ° 23 ' 23 " E, along the west line of said Called 140.188 acre tract a distance of 1915.60 feet to a 1" Iron Pipe found for an exterior corner, said corner being an exterior corner of said occupied Hybner Called 373 acre tract and also being an interior corner of said Called 140.188 acre tract;

THENCE S 45 ° 15 ' 46 " W, along a common line between said Hybner 373 acre tract and said Called 140.188 acre tract a distance of 3.54 feet to a 5/8" Iron Rod found for an exterior corner, said corner being the southwest corner of said Called 140.188 acre tract, and also being located in the north line of the TMPA Called 50.771 acre tract as referenced in Volume 598, Page 146;

THENCE S 88 ° 29 ' 42 " W, along the north line of said Called 50.771 acre tract at a distance of 39.61 feet passing the northwest corner of said Called 50.771 acre tract and the northeast corner of the TMPA Called 50.506 acre tract as referenced in Volume 598, Page 152 and continuing along the north line of said Called 50.506 acre tract for a total distance of 1430.27 feet to a 1/2" Iron Rod set for an interior corner, said corner being the northwest corner of said Called 50.506 acre tract;

THENCE S 1 ° 08 ' 47 " E, along the west line of said Called 50.506 acre tract a distance of 1158.46 feet to a 1" Iron Pipe found for the southeast corner, said corner being the occupied southeast corner of said Called 373 acre tract and also being the most northerly northeast corner of the TMPA Called 30.231 acre tract as referenced in Volume 197, Page 224;

THENCE S 88 ° 50 ' 07 " W, along the north line of said Called 30.231 acre tract a distance of 856.74 feet to a 1/2" Iron Rod found for angle point, said corner being the northwest corner of said Called 30.231 acre tract and also being the northeast corner of the Harold B. Trant Called 568.359 acre tract as described in Volume 673, Page 672;

THENCE, S 01 ° 05 ' 18 " E, along a line common to said Trant called 568.359 acre tract, the approximate east line of said George Mason Survey, Abstract 342, an approximate west line of the Joseph T. Robinson Survey, Abstract No. 390, the west line of said T.M.P.A. called 30.231 acre tract and continuing with said common survey lines and the west lines of the T.M.P.A. called 10.001 acre tracts as described in Volume 81, Page 32 and in Volume 91, Page 132, and with the west line of the T.M.P.A. called 139.499 acre tract as described in Volume 210, Page 294, a distance of 1681.61 feet to a 1/2" Iron Rod w/cap set in an existing power line alignment for an exterior corner;

THENCE, along said existing power line alignment, across and through the interior of said Trant called 568.359 acre tract, said B. Roman, et al. called 5 acre tract (49/260), said R. P. Trant called 50 acre remainder tract (221/605), said S. Keller, et al. called 10 acre tract (49/237), said R. P. Trant called 57 acre tract (193/480), and said George Mason Survey, Abstract No. 342, the following courses:

- 1.) S 44 ° 15 ' 23 " W, a distance of 96.31 feet to a power pole for angle point;
- 2.) N 77 ° 58 ' 23 " W, a distance of 430.51 feet to a power pole for angle point;
- 3.) N 78 ° 28 ' 47 " W, a distance of 512.83 feet to a power pole for angle point;
- 4.) N 78 ° 44 ' 37 " W, a distance of 276.40 feet to a power pole for angle point;
- 5.) N 78 ° 26 ' 11 " W, a distance of 342.35 feet to a power pole for angle point;
- 6.) N 78 ° 22 ' 47 " W, a distance of 376.55 feet to a power pole for angle point;
- 7.) N 78 ° 20 ' 11 " W, a distance of 359.18 feet to a power pole for angle point;
- 8.) N 78 ° 29 ' 31 " W, a distance of 444.29 feet to a power pole for angle point;
- 9.) N 78 ° 28 ' 15 " W, a distance of 735.12 feet to a power pole for angle point;

- 10.) N 78 ° 22 ' 32 " W, a distance of 375.16 feet to a power pole for angle point; and,  
11.) N 78 ° 32 ' 34 " W, a distance of 571.21 feet to a power pole;

THENCE, N 78 ° 32 ' 34 " W, along the westerly projection of said power line alignment, continuing with a line across and through said R. P. Trant called 57 acre tract (193/480) and said George Mason Survey, Abstract No. 342, a distance of 1003.30 feet to a point for the southwest corner;

THENCE, N 01 ° 07 ' 42 " W, a distance of 5357.72 feet to a point in the aforesaid south right-of-way line of State Highway 30 for the northwest corner;

THENCE, N 85 ° 07 ' 11 " E, along said south right-of-way line of State Highway 30, a distance of 3858.59 feet to a Concrete Highway R.O.W. Monument found at the beginning of a curve to the left;

THENCE, continuing along said south right-of-way line of State Highway 30, 606.28 feet along said curve to the left having a radius of 5789.58 feet, a central angle of 06 ° 00 ' 00 ", and a chord bearing and distance of N 82 ° 07 ' 11 " E – 606.01 feet to a 1/2" Iron Rod set for the point of tangency of said curve;

THENCE N 79 ° 07 ' 11 " E, continuing along said south right-of-way line a distance of 377.51 feet to a 1/2" Iron Rod set for a point of curvature in said right-of-way line;

THENCE continuing along said south right-of-way line around a curve in a clockwise direction having a delta angle of 24 ° 46 ' 39 ", an arc distance of 801.88 feet, a radius of 1854.27 feet, and a chord of S 88 ° 29 ' 23 " E, a distance of 795.65 feet to a 1/2" Iron Rod set for the point of tangency of said curve;

THENCE S 76 ° 05 ' 57 " E, continuing along said south right-of-way line a distance of 2052.02 feet to the POINT OF BEGINNING and containing an area of 975.76 acres of land, more or less, according to a survey performed on the ground during September, 2000, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For North Orientation and other information, see accompanying plat.



**ACTION FORM  
BRYAN CITY COUNCIL**

<b>DATE OF COUNCIL MEETING:</b> April 24, 2002	<b>DATE SUBMITTED:</b> May 14, 2001
<b>DEPARTMENT OF ORIGIN:</b> Public Works	<b>SUBMITTED BY:</b> Rick Conner
<b>MEETING TYPE:</b> REGULAR	
<b>CLASSIFICATION:</b> STATUTORY	
<b>AGENDA ITEM DESCRIPTION:</b> <p>Authorize the Mayor to sign an agreement with Grimes County and the City of College Station providing for the location of a BVSWMA solid waste landfill of up to 1200 acres on State Highway 30 in Grimes County and authorizing the payment of a host fee of fifty cents (\$0.50) per ton</p>	
<b>SUMMARY STATEMENT:</b> <p>Under this agreement Grimes County Commissioner's Court consents to the location of the BVSWMA landfill in Grimes County and agrees to cooperate in the TNRCC permitting process. The host fee will be calculated in the form of a \$.50 per ton royalty for every ton of revenue generating municipal solid waste ("MSW") received at the BVSWMA State Highway 30 Landfill. Prior to the receipt of waste at the State Highway 30 Landfill, BVSWMA will pay to Grimes County a \$.50 per ton royalty on MSW received at the existing Rock Prairie Road Landfill beginning with the first full year (June 1 through May 30) in which the agreement takes effect. The royalty amount shall be adjusted annually thereafter, but shall not be less than \$0.50 per ton. An initial advance royalty payment of \$200,000 shall be paid to Grimes County, which represents an estimate of royalties due from the date of acceptance of the agreement through May 30, 2004. After the initial royalty period, payments will be made quarterly.</p>	
<b>ALTERNATIVES (In Suggested Order of Staff Preference)</b> <ol style="list-style-type: none"> <li>1) Alter the Agreement.</li> <li>2) Do not approve the Agreement.</li> </ol>	
<b>ATTACHMENTS:</b> Appear as separate links within the agenda item description.	
<b>FUNDING SOURCE:</b> BVSWMA Landfill Tipping Fees.	
<b>APPROVALS:</b> Rick Conner, Director of Public Works	
<b>APPROVED FOR FUNDING:</b> N/A	
<b>APPROVED FOR SUBMITTAL:</b> CITY ATTORNEY, Michael J. Cosentino 4-26-02	
<b>APPROVED FOR SUBMITTAL:</b> CITY MANAGER, Mary Kaye Moore 5/1/02	

**July 23, 2009**  
**Consent Agenda Item No. 2t**  
**BVSWMA/Twin Oaks Landfill Construction Change Order #3**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to approve BVSWMA Twin Oaks Landfill Construction Contract #08-232 Change Order #3 with C. Watts & Sons Construction Co. Inc. in the amount of \$199,844.00.

**Recommendation(s):** Staff recommends approval of the Twin Oaks Landfill Construction Contract #08-232 Change Order #3 with C. Watts & Sons Construction Co. Inc. in the amount of \$199,844.00.

**Summary:** Access to disposal areas at the Twin Oaks Landfill will require a bridge over Alum Creek on the property. During construction HDR Engineering, Inc. discovered that the initial bridge approach design is insufficient because of field conditions at the crossing. Additional materials and labor for additional support at the wing walls and abutments will be required to improve the approaches for heavy truck traffic.

HDR Engineering, Inc. has proposed that the company will split the additional cost with the Cities because of the need for the re-design. If the design had been correct at the time of bid letting, the Cities would have incurred a higher cost for the bridge than the initial bid amount. Splitting the cost will provide the Cities with a more efficient and properly constructed crossing at half the cost than what would have been incurred if a redesign was not needed.

**Budget & Financial Summary:** Funding for the change order is available in the BVSWMA Capital Improvement Project Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. This item will also require the approval of the Bryan City Council.

**Attachments:**

1. Contract 08-232 Change Order #3 with attached HDR recommendation and memo confirming cost sharing.

CHANGE ORDER NO. 3  
CONTRACT #08-232

DATE: 07/02/09

PROJECT DESCRIPTION: Twin Oaks Landfill  
Stage 1 Construction

P.O.# 09-0335 and  
09-0336

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

CONTRACTOR:  
C. Watts and Sons Construction  
Attn: Charles Watts  
2034 W. University  
Denton, Texas 76201

PURPOSE OF THIS CHANGE ORDER:

Item 1: Additive Cost for Bridge Revisions (CPR 004 attached)

Item 2:

Item 3:

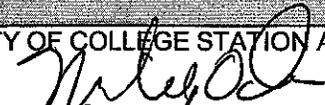
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Bridge Revisions (CPR 004)	\$199,844.00	1	1	\$ 199,844.00
2						
3						

THE NET AFFECT OF THIS CHANGE ORDER IS A + \$199,844.00

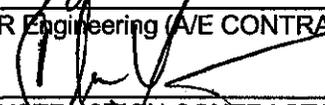
ORIGINAL CONTRACT AMOUNT	\$ 13,296,312.00	
Change Order No. 1	\$ +21,695.50	+ 0.16 % of Original Contract Amount
Change Order No. 2	\$ - 9,329.51	- 0.07 % of Original Contract Amount
Change Order No. 3	\$ + 199,844.00	+ 1.50 % of Original Contract Amount
REVISED CONTRACT AMOUNT	\$ 13,508,521.99	

ORIGINAL CONTRACT TIME	460 Days
Change Order No. 1 Time Extension or Reduction	0 Days
Change Order No. 2 Time Extension or Reduction	Days
Change Order No. 3 Time Extension or Reduction	Days
REVISED CONTRACT TIME	460 Days

CITY OF COLLEGE STATION APPROVED:

 7/2/09  
Date

HDR Engineering (A/E CONTRACTOR) \_\_\_\_\_ Date

 7-5-09  
Date

CONSTRUCTION CONTRACTOR \_\_\_\_\_ Date

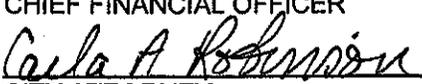
 \_\_\_\_\_  
Date

PROJECT ENGINEER \_\_\_\_\_ Date

 7-8-09  
Date

DEPARTMENT DIRECTOR \_\_\_\_\_ Date

CHIEF FINANCIAL OFFICER \_\_\_\_\_ Date

 \_\_\_\_\_  
Date

CITY ATTORNEY \_\_\_\_\_ Date

CITY MANAGER \_\_\_\_\_ Date

MAYOR \_\_\_\_\_ Date

Change Order No.3

Twin Oaks Landfill -  
Stage 1 Construction  
BVSWMA Contract  
08-232

**CITY OF BRYAN APPROVED:**

_____	_____	_____	_____
DEPARTMENT DIRECTOR	DATE	CITY ATTORNEY	DATE
_____	_____	_____	_____
CITY MANAGER	DATE	MAYOR	DATE
		_____	_____
		CITY SECRETARY	DATE

To: Pete Caler	
From: Mike Oden	Project: Twin Oaks Landfill Construction
CC: Linda Huff	
Date: July 6, 2009	Job No: 101792

**RE: C. Watts Change Order Number 3**

HDR has reviewed the proposed Change Proposal Request (CPR) number 004 for revisions to the bridge construction details. Knife River, through C. Watts and Sons Construction has proposed \$173,778 for this work. The majority of the cost is for the Mechanically Stabilized Earth (MSE) retaining wall. C. Watts proposes to add a 15% charge for their oversight and handling of the subcontract. Originally they had requested 10% for overhead and 10% for profit. Adding C. Watts' markup (\$26,066.00) brings the total proposed to \$199,844.00. HDR has prepared Change Order Number 3 to the contract (08-232) for this work and is recommending acceptance of the proposal (CPR 004).

In reviewing the cost associated with the redesign, several factors were taken into consideration and discussed with the contractor and subcontractor. In particular, the amount and source of rock required for the project were reviewed. The rock material must be a free-draining stone due to the abutments and wing walls being inundated during storm events. The closest source for this type material is near Austin. Secondly, the size of the designed wall left an area approximately 12-feet in length by 16-feet in width at the center of the fill that is not part of the wall system. Technically this area does not require the stone backfill; however the cost of placing another material in this small of an area made that option more expensive. Therefore, the entire area will be backfilled with stone, with the wire baskets and geogrid limited to the area required by the design.

In summary, HDR recommends the proposal for revisions to the bridge construction (CPR 004) be accepted and Change Order Number 3 executed. If there are any questions, please let me know.

Mike Oden

July 2, 2009

Mr. Pete Caler  
Assistant Director of Public Works  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

RE: Twin Oaks Landfill  
Bridge Construction Change Order No. 3

Dear Mr. Caler:

This letter will document our agreement to assist BVSWMA in the additional costs due to the design revisions required for the bridge construction at the landfill. A re-design was required to provide additional support for the abutments and wing walls while under construction.

The cost of the additional material and installation would have been included as part of the original bid package had the design been incorporated at the time of bidding. HDR wants to make sure that BVSWMA does not incur any premium mark-up for this as a result of changes required by the additional design. As such, HDR has agreed to reimburse BVSWMA for 50% of the proposed cost increase. The final proposal from C. Watts and Sons Construction is for \$199,844.00. This has been submitted as Change Order Number 3 to the contract. HDR will send a check to BVSWMA in the amount of \$99,922.00 for this work as soon as the City has approved this Change Order and sends us a bill for the amount.

We stand behind our design and take responsibility whenever we are not as complete and thorough as our professionalism dictates. We continue to value you and the Cities of Bryan and College Station as clients. If there is anything you need, please let us know.

Sincerely,  
**HDR ENGINEERING, Inc.**



Daniel W. Ruth, PE  
Vice President

Cc:  
Bruce Gerhardt (HDR), Mike Oden (HDR)

**July 23, 2009**  
**Consent Agenda Item No. 2u**

**Electric Rate Schedule PQF -Purchases from Qualifying Small Power Production  
and Cogeneration Facilities less than or equal to 100 kW  
and  
Electric Rate Schedule for Small Renewable Energy Customers Connecting  
Distributed Generation from Renewable Sources**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding:

- (1) the amendment of an electric rate schedule to Chapter 11 "Utilities" of the Code of Ordinances of the City of College Station for small power production and cogeneration facilities less than or equal to 100 kW; and
- (2) the addition of an electric rate schedule to Chapter 11 "Utilities" of the Code of Ordinances of the City of College Station for small renewable energy (SRE) customers connecting single phase distributed generation from renewable sources less than or equal to 20 kW. (Renewable energy technologies include those derived directly from the sun, wind, geothermal source, hydroelectric source, wave or tidal energy; or on biomass or biomass based waste products including landfill gas.)

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

**Summary:** This ordinance will be:

- (1) an amendment to Chapter 11, "Utilities", (10) Electric Rate Schedule PQF for small power production and cogeneration facilities less than or equal to 100 kW is to add one phrase for descriptive purposes to exclude customers qualifying for the Electric Rate Schedule SRE capable of producing not more than 20 kW of power and who interconnect with the City of College Station's electric system; and
- (2) an addition to Chapter 11, "Utilities" to set forth an electric rate schedule for small renewable energy (SRE) customers who own and operate an on-site generating system powered by renewable resources capable of producing not more than 20 kW of power and who interconnect with the City of College Stations' electric system. (Renewable energy technologies include those derived directly from the sun, wind, geothermal source, hydroelectric source, wave or tidal energy; or on biomass or biomass based waste products including landfill gas.)

**Budget & Financial Summary:** The ordinance amendment bears no additional budgetary or financial expenditures. As this relates to the ordinance addition, meters required to meter the installation of an interconnection with the electric system are planned expenses accounted for in the Electric Utility's Capital Budget.

**Attachments:**

1. Ordinance with attached Exhibit "A"



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; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 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 effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
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 the title of subsection (10), as set out hereafter to read as follows:

SECTION 4: ELECTRICAL SERVICE

A. ELECTRIC SCHEDULE OF RATES

- 10) Electric Rate – Schedule PQF (Purchases from Qualifying Small Power Production and Cogeneration Facilities less than or equal to 100 kW Excluding Customers Qualifying for the Electric Rate Schedule SRE)

That Chapter 11, "Utilities", Section 4, "Electrical Service", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding subsection (12), as set out hereafter to read as follows:

SECTION 4: ELECTRICAL SERVICE

A. ELECTRIC SCHEDULE OF RATES

12) Electric Rate – Schedule SRE (Small Renewable Energy Customers Connecting Single Phase Distributed Generation from Renewable Sources less than or equal to 20 kW)

- (a) Applicable to any retail customer receiving single phase electric service under a City of College Station electric rate schedule who owns and operates an on-site generating system powered by a renewable energy technology capable of producing not more than 20 kW of power and who interconnects with the City of College Station's electric distribution system. Renewable energy technology is any technology that exclusively relies on an energy source that is naturally regenerated over a short time and derived directly from the sun, indirectly from the sun, or from moving water or other natural movements and mechanisms of the environment. Renewable energy technologies include those that rely on energy derived directly from the sun, wind, geothermal source, hydroelectric source, wave or tidal energy; or on biomass or biomass based waste products including landfill gas. A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources. This section applies to a retail customer owned generation system that primarily offsets part or all of the customer's electric service provided by the City of College Station.
- (b) All charges, character of service, and terms and conditions of the City of College Station's Electric Rate Schedule under which the retail customer receives service apply except as expressly altered by this section.
- (c) The retail customer shall comply with the current City of College Station technical requirements for distributed generation interconnection for facilities under 20 kW and any revisions to the requirements. The retail customer shall obtain approval from the City of College Station before the customer energizes the customer's on-site generating system or interconnects it with the City of College Station's electric distribution system. The retail customer shall submit to the City a completed interconnection application and signed agreement on a form approved by the City Manager or his designee. The minimum term of an

agreement under this section shall be one year, extended automatically unless terminated by either party with a sixty (60) day written notice.

- (d) The retail customer is responsible for the material and labor costs of interconnecting with the City of College Station's electric distribution system including transformers, metering, service lines, and other equipment determined necessary by the City for the safe installation and operation of the customer's equipment with the City's system. The customer is also responsible for the material and labor cost of all equipment required and/or installed on their side of the meter.
- (e) Metering - Metering under this section shall be performed by a single meter capable of registering and recording the flow of electricity in two directions (delivered and received) to separately measure the customer's usage from the City's electric distribution system and the amount of the customer's surplus energy that was passed to the City's electric distribution system.
- (f) Rate - In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City of College Station's electric distribution system, the customer will be billed:
  - (i) Based upon their current electric service rate for the kilowatt hours used from the City of College Station's electric distribution system. The excess kilowatt hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt hour energy cost for power paid by the City of College Station. This average base wholesale kilowatt hour energy cost will be calculated based upon the past year's average wholesale cost and will be updated once a year (in October) to update this value.
  - (ii) The calculated amount for the excess kilowatt hours passed back to the system will be credited to the current balance of the retail customer's utility account. If a credit exists at any time on the account the customer may request in writing a refund for the credit amount. If the customer closes the account with a credit remainder in their account, they will be refunded this amount.

**July 23, 2009**  
**Regular Agenda Item No. 1**  
**Welsh Avenue Parking Removal**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on both sides of Welsh Avenue beginning at the intersection with Holleman Drive and extending north 100 feet.

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

**Summary:** To improve mobility in the area, the city installed a traffic signal at the intersection of Holleman Drive and Welsh Avenue. However, the on-street parking on both sides of the street is causing problems with traffic moving through the signalized intersection.

The City's Traffic Management Team met on July 2, 2009, to discuss this issue and recommended that parking be removed along Welsh Avenue for 100 feet north of the intersection to improve safety and allow better movement of traffic.

On July 9, 2009, a letter was sent to the affected property owners notifying them of the concern and the City Council meeting in which an ordinance to remove the parking would be discussed.

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

**Attachments:**

1. Ordinance
2. Location Map

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4E "NO PARKING" TO INCLUDE PROHIBITING ON-STREET PARKING ALONG BOTH SIDES OF WELSH AVENUE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

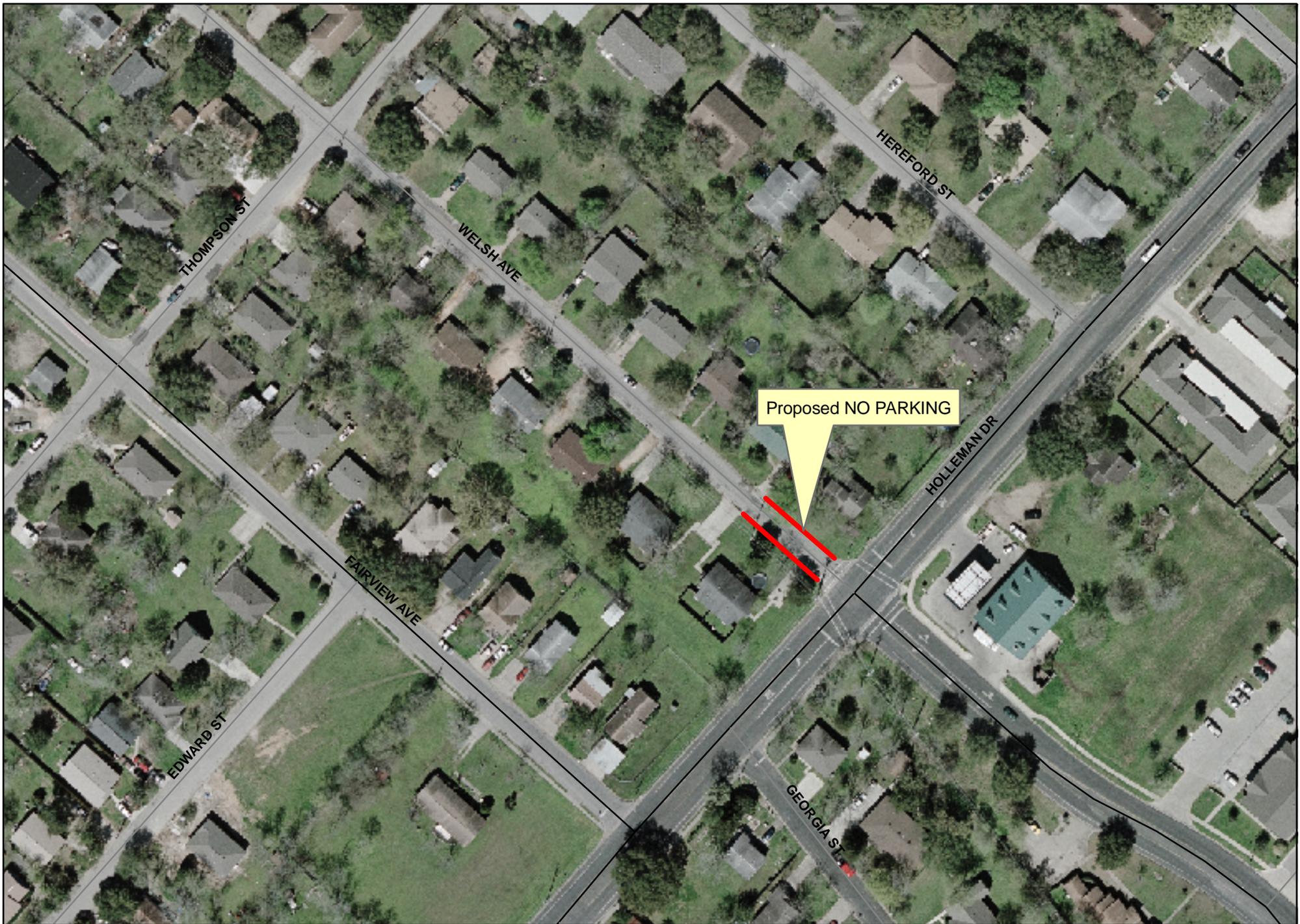
APPROVED:

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

**EXHIBIT "A"**

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

"Welsh Avenue – NO PARKING on both sides of Welsh Avenue starting at the intersection with Holleman Drive and extending north 100 feet."



**Proposed Welsh Avenue NO PARKING Zone**

**July 23, 2009**  
**Regular Agenda Item No. 2**  
**Planned Development District (PDD) Modifications**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, the Unified Development Ordinance, Section 5.5 "Planned Districts (P-MUD and PDD)," of the Code of Ordinances, related to PDD Planned Development Districts.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of the amendment (6-0) at their July 2, 2009 meeting. Staff also recommended approval.

**Summary:** The Comprehensive Plan was adopted on May 28, 2009 with a focus on community character and the creation of places of distinction. Because the Plan shifts the City's land use focus from density and intensity to one of density, intensity and form, the City's existing zoning districts may no longer be the most relevant tools to implement the Comprehensive Plan. It is likely that existing zoning districts will need to be amended and new zoning districts will need to be created. During the interim, the PDD Planned Development District may be an effective tool to help College Station realize the goals of the Comprehensive Plan.

The Unified Development Ordinance, Section 5.5 Planned Districts (P-MUD and PDD) includes restrictions that limit what elements can be included in a PDD. The current ordinance does not allow PDDs to guarantee specific building characteristics or apply additional development standards through the rezoning process. In order to use the PDD to implement the Comprehensive Plan, the restrictions should be removed.

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

**Attachments:**

1. Ordinance
2. Red-lined Ordinance Changes

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 5.5 "PLANNED DISTRICTS (P-MUD AND PDD)", 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 12, "Unified Development Ordinance", Section 5.5, "Planned Districts (P-MUD and PDD)," 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: 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 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 23<sup>rd</sup> day of July, 2009.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**Exhibit "A"**

That Chapter 12, "Unified Development Ordinance," Section 5.5 "Planned Districts (P-MUD and PDD)," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending sub-Section 5.5.C to read as follows:

**C. Planned Development District (PDD)**

The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.

The PDD is appropriate in areas where the land use plan reflects the specific commercial, residential, or mix of uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

## **Article 5. District Purpose Statements and Supplemental Standards**

### **5.5 Planned Districts (P-MUD and PDD)**

**A.** The Planned Mixed-Use District (P-MUD) and the Planned Development District (PDD) are intended to provide such flexibility and performance criteria which produce:

- 1.** A maximum choice in the type of environment for working and living available to the public;
- 2.** Open space and recreation areas;
- 3.** A pattern of development which preserves trees, outstanding natural topography and geologic features, and prevents soil erosion;
- 4.** A creative approach to the use of land and related physical development;
- 5.** An efficient use of land resulting in smaller networks of utilities and streets, thereby lowering development costs;
- 6.** An environment of stable character in harmony with surrounding development; and
- 7.** A more desirable environment than would be possible through strict application of other sections or districts in this UDO.

**B. Planned Mixed-Use District (P-MUD)**

The purpose of this district is to permit areas which encourage mixing of land uses such as retail/commercial, office, parks, multi-family, and attached single-family. These uses are developed together in a manner that allows interaction between the uses and that allows each use to support the other uses. Within any P-MUD, residential and non-residential land uses shall each constitute at least twenty percent (20%) of the overall land uses within the mixed-use development. The remaining sixty percent (60%) may be any combination of residential or non-residential land uses. The residential uses provide the patrons for the office and commercial uses. The success of these mixed-use areas is directly related to the sensitive master planning of the site layout.

The P-MUD is appropriate in areas where the land use plan reflects Planned Development or Redevelopment as a land use category. A P-MUD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

**C. Planned Development District (PDD)**

The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.

The PDD is appropriate in areas where the land use plan reflects the specific commercial ~~or~~ residential, ~~or mix of~~ uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility. ~~A PDD should not be used to:~~

- ~~1. Guarantee specific building characteristics within a development;~~
- ~~2. Apply additional development standards to a single site; or~~
- ~~3. Vary from certain development standards unless community benefits outweigh the requested modifications.~~

July 23, 2009

Regular Agenda Item No. 3

Exception to Policy for Sewer Service to Mr. Thomas and Ms. Palasota

To: Glenn Brown, City Manager

From: Dave Coleman, Director, Water Services Department

**Agenda Caption:** Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Thomas and Ms. Palasota to construct sewer infrastructure necessary to connect their homes to the City sewer system.

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

**Summary:** Mr. Thomas and Ms. Palasota have each requested the City provide sewer service to their homes, which are located along Cheyenne Drive and Buggy Lane, which are in the area of Wellborn Road and Capstone Drive. These are existing single family homes, and the sites are not being developed. Their letters, with maps, are attached. Their homes are outside the City's current certificated area for sewer, but are within the City's extra-territorial jurisdiction (ETJ). The area is presently not certificated and the City has the legal right to provide this sewer service. The home owners will bear all construction cost for infrastructure to connect to the City system.

The Water Services Department has recently taken ownership of a sewer line in this area, which is suitable and has adequate capacity for these homes to be connected. Both of these home owners provided easements to the City for the sewer line to be constructed, with the expectation that they would be allowed to tie onto the sewer line. Mr. Thomas signed a non-annexation agreement for a portion of his property, to allow the City to annex the property being developed, adjacent to his property. Neither Mr. Thomas nor Ms. Palasota have plans to develop their properties, but if those plans change, then the City can pursue annexation.

City Policy states that the City may provide sewer service outside the City limits or the City's sewer certificated area, only in certain situations. Since the City does not hold the CCN for this area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the area residents are much better served by having these homes connected to the City sewer system, rather than on-site sewage facilities that spray treated effluent. On this basis, staff recommends approval of these requests for an exception to City Policy.

**Budget & Financial Summary:** City funds are not required.

**Attachments:**

Letters  
Map  
Resolution

May 28, 2009

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

Re: Request for ETJ Sewer Service Connection

Dear Mr. Coleman,

My husband and I reside at the north end of Cheyenne Drive within the City of College ETJ, southeast of the recent Kyle View Estates / Aspen Heights Subdivision on Capstone Drive.

In support of that project, I dedicated to the City a utility easement across the north side of my property for the construction of an 8 inch wastewater collection line that connects the new subdivision to the new Westminster Lift Station.

With the recent completion and acceptance of the line into service by the City, I hereby request the City's approval to connect our single family home to this wastewater line as soon as possible.

Enclosed with this letter is a map showing my property location, as well as the location of our requested service connection.

We continue to coordinate this issue with Brett McCully, P.E. with Bleyl & Associates, therefore you may contact him regarding any questions, concerns or additional information which you may require.

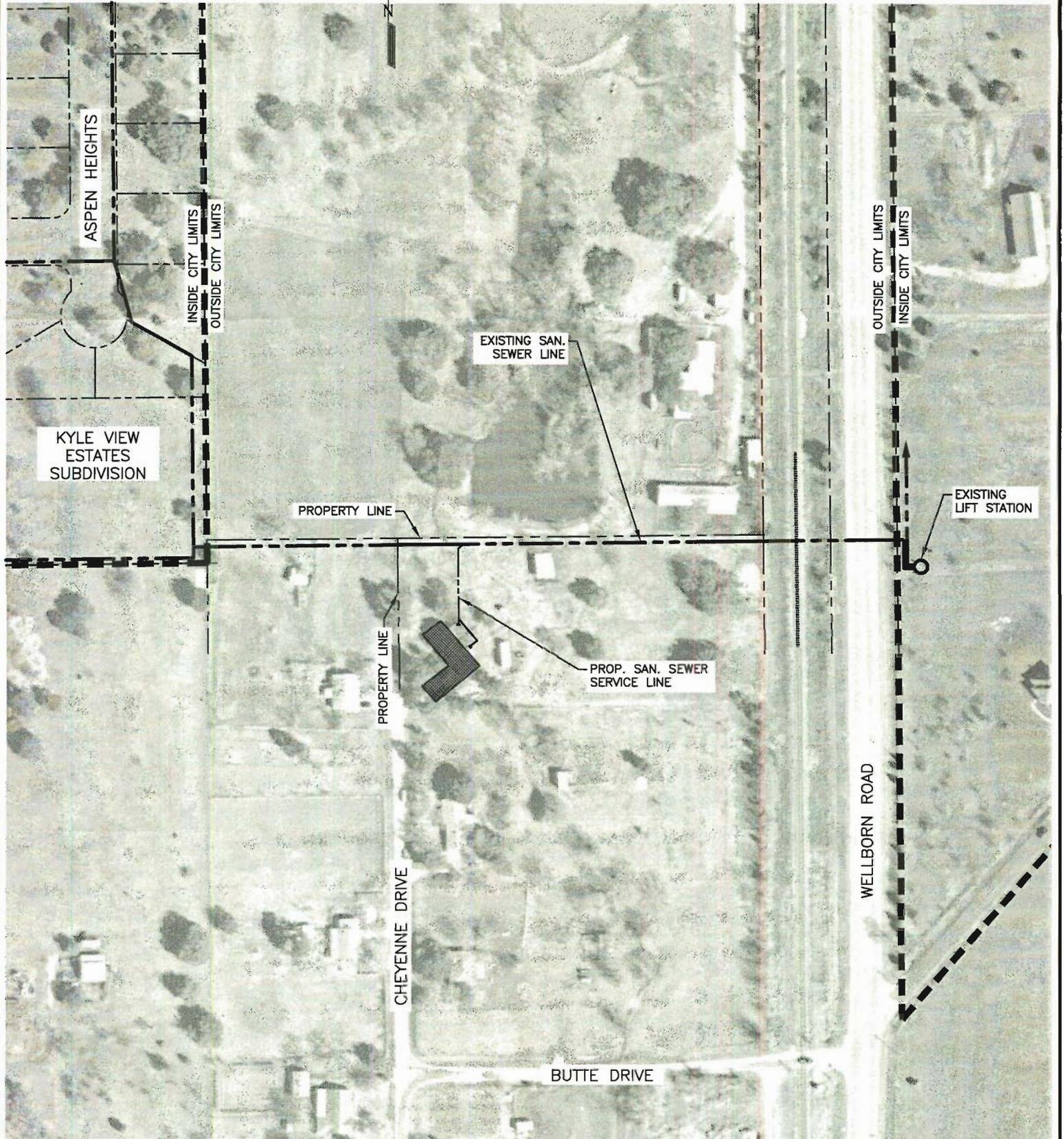
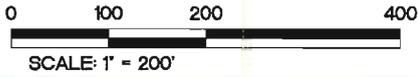
Thank you in advance for your assistance.

Sincerely,



Carolyn Palasota

Cc: Carol Cotter, P.E., COCS  
Brett McCully, P.E., B&A



REQUEST FOR SANITARY SEWER SERVICE  
 FOR JOE PALASOTA RESIDENCE  
 BRAZOS COUNTY, TEXAS

	<b>Bleyl &amp; Associates</b>	
	Project Engineering & Management	
	1722 BROADMOOR, STE. 210 BRYAN, TEXAS 77802 (979) 268-1125 PHONE (979) 260-3640 FAX	2251 N. LOOP 336 W CONROE, TEXAS 77304 (936) 441-7833 PHONE (936) 700-3833 FAX
	TEXAS BOARD OF PROFESSIONAL ENGINEERS: F-678	

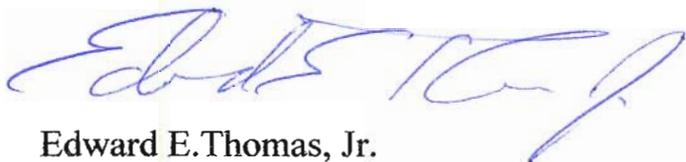
May 26, 2009

Mr. David Coleman  
Water Services Department  
P.O. Box 9960  
College Station, TX 77842

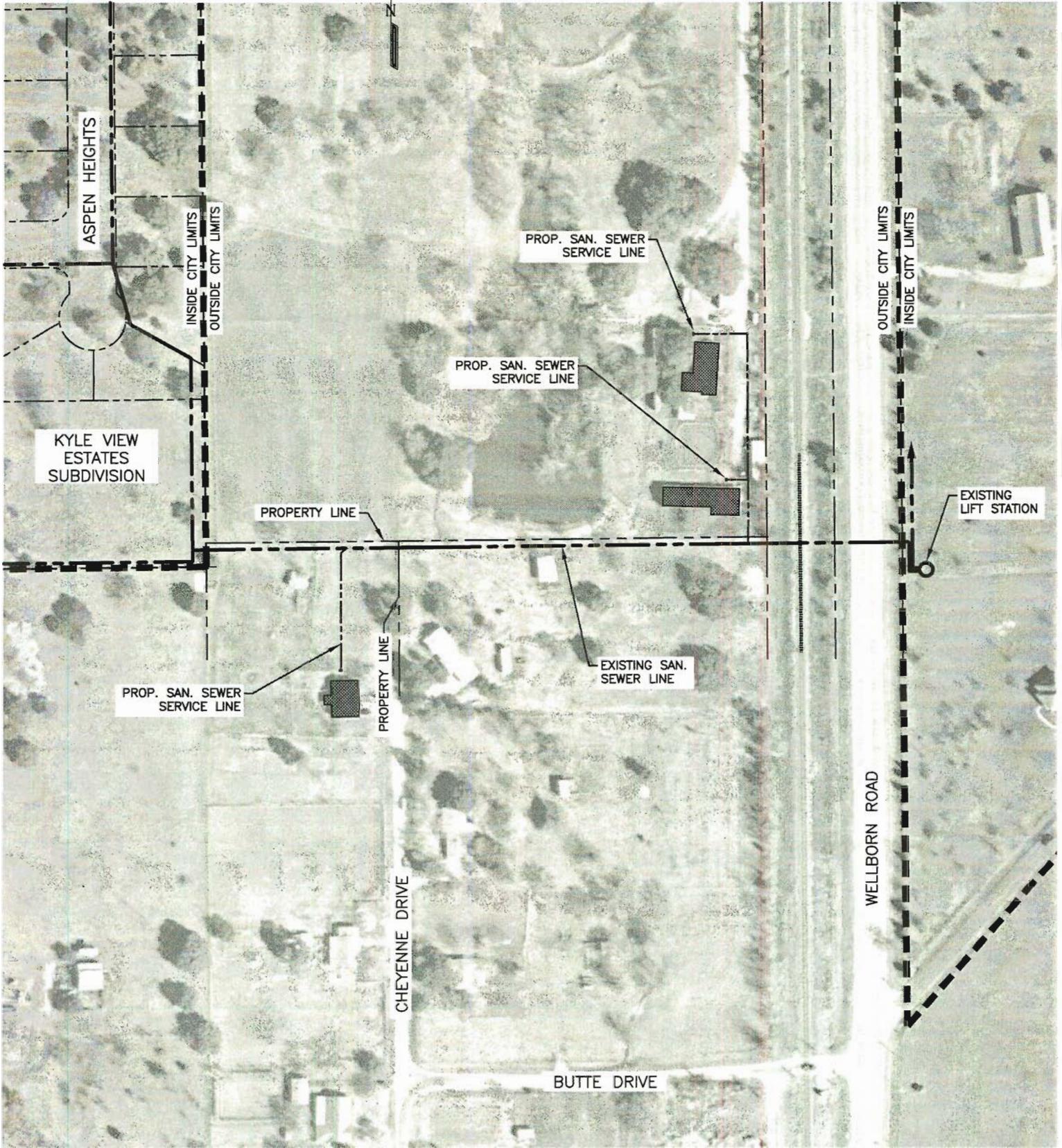
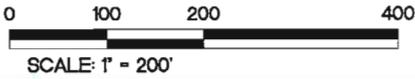
Mr. Coleman:

I am writing to request approval of a wastewater tap on the new city sewer line which was recently built across my property. I would like to be able to connect a house I own at **14310 Cheyenne Dr.** with the understanding that I will have to pay a tap fee to the City of College Station in addition to paying for a plumber to have my residence connected. The new sewer line crosses the lot on which this house sits.

This particular connection would only be utilized for existing plumbing and not for future structures. Please refer to the map I furnished which shows the details of the property in relation to the new sewer line. Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Ed Thomas, Jr.", is written over a light blue rectangular background.

Edward E. Thomas, Jr.  
14222 Buggy Ln.  
College Station, TX 77845  
(979) 690-8600



REQUEST FOR SANITARY SEWER SERVICE  
 FOR ED THOMAS RESIDENCES  
 BRAZOS COUNTY, TEXAS



**Bleyl & Associates**

Project Engineering & Management

1722 BROADMOOR, STE. 210  
 BRYAN, TEXAS 77802  
 (979) 268-1125 PHONE  
 (979) 260-3649 FAX

2251 N. LOOP 336 W  
 CONROE, TEXAS 77304  
 (936) 441-7833 PHONE  
 (936) 760-3033 FAX

TEXAS BOARD OF PROFESSIONAL ENGINEERS: F-678



ASPEN HEIGHTS

THOMAS

PALASOTA

RIDGEVIEW  
RIDGE CREEK  
RIDGEWAY

NORTH GRAHAM RD

SUNSET WY  
SUNSET TR

ALACIA CT

SUZANNE PLACE

HEADWATER LN

APRICOT GLEN

DENVER CT

CAPSTONE DR

COLORADO CT

NORTON LN

FM 2154

PICADILLY CR RD

WIMBLEDON CR CUT OFF RD

BARRON RD

RIVERS END DR

RENEE LN  
JAMEY LN

VICTORIA AV  
LADOVE DR  
BARCHETTA DR

WILLIAM D FITCH PW

MORHAM DR  
CARLISLE CT

ROCKINGHAM LLO

BERWICK PL

PARNELL DR

CASTLEGATE DR  
NEWARK CR

POTTER LN

CODY DR

S DOWLING RD

CONNEL LN

I&GN RD

REDMAN LN

MCCULLOUGH RD

CHURCH ST

LIVE OAK ST

KOPPE BRIDGE RD

169

HAZY MEADOW CT  
SILVER SPRINGS CT

GUS ROY RD

ROYDER RD

POST OAK BEND BEND

REGAL OAKS DR

GREENS PRAIRIE TR

GREENTREE CR

WOODLAKE DR

GREENS PRAIRIE ROAD W

SWEETWATER DR

BELMONT CR

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY'S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO MR. EDWARD THOMAS AND MS. CAROLYN PALASOTA FOR HOMES ON CHEYENNE DRIVE AND BUGGY LANE, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 02-09-2006-13.04 on February 9, 2006, which states in Part 1 "that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that purpose" and further states in Part 3 "That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases: For other governmental agencies through an interlocal agreement, For the purposes of economic development, or For health and safety reasons" (such resolution referred to hereinafter as the "City's Utility Extension Policy"); and

WHEREAS, Mr. Edward Thomas, homeowner at 14310 Cheyenne Drive and 14222 Buggy Lane, has requested an exception to the City's Utility Extension Policy for his homes, located in the City's ETJ; and

WHEREAS, Ms. Carolyn Palasota, homeowner at 14309 Cheyenne Drive, has requested an exception to the City's Utility Extension Policy for her home, located in the City's ETJ; and

WHEREAS, the area of Cheyenne Drive is un-certificated, meaning that no sewer service providers hold a Certificate of Public Convenience and Necessity for wastewater service in this area; and

WHEREAS, under State law the City has the option to serve in an area that is un-certificated; and

WHEREAS, the City Council of the City of College Station previously approved exceptions to the City's Utility Extension Policy to provide sewer utility service to many home owners, based on improving the health and safety of the residents in the City's ETJ; now, therefore,

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

PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to the homes and barn of Mr. Edward Thomas, 14310 Cheyenne Drive and 14222 Buggy Lane.

PART 2: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility service available to the home of Ms. Carolyn Palasota, 14309 Cheyenne Drive.

PART 3: That the City Council hereby requires that Mr. Thomas and Ms. Palasota are each responsible to extend sewer utility service to their respective home, as provided in the City's Utility Extension Policy.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

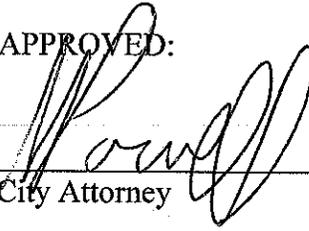
ATTEST:

APPROVED:

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

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

APPROVED:

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

July 23, 2009  
Regular Agenda Item No. 4  
Council Appointments

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding sunset review of Council Committees and selection of Council appointed representatives to fill vacancies on the following committees and boards.

Arts Council of the Brazos Valley  
Audit Committee  
Brazos County Health Department  
BVSMA Policy Advisory Board  
Intergovernmental Committee  
Convention and Visitors Bureau Board of Directors  
Research Valley Partnership Board of Directors  
Sister Cities Association  
Transportation Committee  
Wolf Pen Creek Oversight Committee  
City/CSISD Subcommittee

The following individuals are appointed by the City Council to represent the City of College Station on joint committees with other governmental agencies and community groups.

**Arts Council of the Brazos Valley (College Station Representatives)**

Tom Wilkinson	Appointed 8/07	Reappointed till 10
John Happ	Appointed 8/07	Reappointed till 10
Lynn McIlhaney	Appointed 8/07	Reappointed 7/08

**Audit Committee**

Larry Stewart (Chair)	Appointed 7/08
James Massey	Appointed 7/08
Lynn McIlhaney (vacant)	Appointed 7/08

**Brazos County Health Department**

Lynn McIlhaney (vacant)	Appointed 6/06	Reappointed	7/08
Ben White	Appointed 6/06	Reappointed	7/08

**Brazos Valley Council of Governments Board of Directors**

Mayor Ben White

**B/CS Metropolitan Planning Organization**

Mayor Ben White

**BVSMA Policy Advisory Board**

Lynn McIlhaney (vacant)

Mayor Ben White

**Comprehensive Plan Advisory Committee**

Dennis Maloney	Appointed 7/08	
Larry Stewart (Alternate)	Appointed 7/08	

**Convention and Visitors Bureau**

Stephen Moore		
Scott Shafer (vacant)		
Dave Ruesink (Council Rep)		

**Intergovernmental Committee**

James Massey (Chair)	Appointed 8/07	Reappointed 7/08
Dave Ruesink	Appointed 8/07	Reappointed 7/08
Larry Stewart	Appointed 7/08	

**Research Valley Partnership**

Ben White	Appointed 7/08	
Larry Hodges		
Larry Mariott (vacant)		
Dave Ruesink (alternate)	Appointed 7/08	

**Sister Cities Association**

Dave Ruesink	Appointed 8/06	Reappointed 7/08
--------------	----------------	------------------

**Transportation Committee**

Lynn McIlhaney (Chair) vacant	Appointed 8/06	Reappointed 7/08
John Crompton	Appointed 7/08	
Dennis Maloney	Appointed 7/08	
MPO Linda LaSuit	Created position 7/05	
TTI Dennis Christianson	Created position 7/05	
BVCOG Michael Parks	Created position 7/05	
TxDot Bryan Woods	Created position 7/05	

**Wolf Pen Creek Oversight Committee**

Dennis Maloney	Appointed 7/08
James Massey	Appointed 7/08
Larry Stewart (Alternate)	Appointed 7/08

**City/CSISD Subcommittee**



## **POLICY ON COUNCIL APPOINTED CITIZEN COMMITTEES AND SUBCOMMITTEES OF THE COUNCIL**

### **Purpose**

As the governing body of the City of College Station, the City Council shall be responsible for selecting the best qualified person to serve on Committees, Boards, and Subcommittees composed of Council Members. The City Council shall appoint residents of the community to serve on a volunteer basis to Committees, Boards and Subcommittees. A description of each Committee, Board, and Subcommittee is included in the Citizen Committee Directory.

### **Objectives**

#### **A. Committees, Boards, Sub-Committees of Council composed of Council Members**

1. Committees, boards, and sub-committees of the Council shall be approved and selected by the City Council. All committees, boards, and sub-committees of the Council shall be advisory only.
2. Periodic Reports on the committee's objectives will be presented to the City Council.
3. The roles and responsibilities of each committee shall be written, defined and approved by the City Council. Any modification of responsibility shall be approved by City Council. Each committee, sub-committee or board shall be directed by the City Council to ensure that it has a clear understanding of its purpose and function.
4. An annual review will be conducted by the City Council to review the Committee, Sub-Committee or Board's purpose. At the annual review the Council shall decide if the committee, sub-committee or board needs to continue.

5. Council Members may serve two (2) three (3) year terms on a committee, sub-committee or board. The Chair shall be selected on seniority basis of service on the committee, sub-committee or board. The Chair's term shall be set by the City Council.

6. All Council Members are required to serve on committees.

7. Each Council Member shall be selected to serve on the various committees, sub-committees or boards by a process determined by Council. In the event no Councilmember expresses interest to serve, then nominations will be made.

#### B. Committees, Sub-Committees, Boards - Advisory and Quasi Judicial

Citizen committees also serve in an advisory role unless otherwise provided by ordinance or state law.

1. Interviews shall be conducted by the City Council of the applicants to citizen boards. Citizens are encouraged to attend the Citizen University and to learn as much about the City before applying for public service.

2. Committee applicants that are allowed to be reviewed in executive session shall be discussed by the City Council in executive session. At the present time, the applicants for Planning and Zoning Commission, Zoning Board of Adjustments, Parks and Recreation Board, Construction and Building Standards Commission and Design Review Board make final decisions on some issues and may be discussed in executive session.

3. All final decisions and votes by the Council will be in public.

#### Scope of Work

The Scope of work for the committees, sub-committees or boards shall focus on the subject matter that has the entire City Council's support. The Council's intention is to not duplicate staff functions. The City Council will maintain its power to establish public policy and give guidance to the committees, sub-committees and boards.

Adopted by City Council, July 28, 2005

O:council/council correspondence 2005/policy council apptd committees

**July 23, 2009**  
**Regular Agenda Item No. 5**  
**Appointment of citizens to various Boards and Committees**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees.

**CITIZEN MEMBERSHIP**

Cemetery Committee

Construction Board of Adjustments and Appeals

Convention and Visitors Bureau Board of Directors

Parks and Recreation Board

Historic Preservation Committee

Research Valley Partnership Board of Directors

**Attachments:**

Notebook of Citizen Committee applications provided prior to meeting.