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**Mayor**  
Nancy Berry  
**Mayor Pro Tem**  
John Crompton  
**City Manager**  
Glenn Brown

**Council members**  
Jess Fields  
Dennis Maloney  
Katy-Marie Lyles  
Dave Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, August 26, 2010 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request.
  - **Introduction of H.E.B. Tower Point Market Store Leadership Team.**
  - **Presentation of a proclamation recognizing Sept. 3, 2010, as College Colors Day at Texas A&M University.**

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 5:30 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. Comments should not personally attack other speakers, Council or staff.

**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 regarding minutes for July 13, 2010 Special Meeting and July 22, 2010 Workshop and Regular Meetings.

b. Presentation, possible action and discussion of resolution amending an interlocal agreement between the City of College Station and Brazos County for the conduct and management of the City of College Station Special election and amending the Notice of Special Election that will be held on Tuesday, November 2, 2010. Presentación, posible acción y discusión acerca la resolución que enmienda un acuerdo interlocal entre

la Ciudad de College Station y el Condado de Brazos para conducir y manejar las elecciones especiales de la Ciudad de College Station y aprobar la Notificación de Elecciones especiales que se celebrarán el día martes 2 de noviembre de 2010.

c. Presentation, possible action, and discussion on a resolution selecting a depository bank, approving a bank depository contract, designating the City Manager or his Designee as the designated officer to administer the depository services for the City, and authorizing the maximum expenditure of funds for the term of the contract. Citibank N.A. is the bank being recommended as the City's depository bank. The contract is for a three year term and it is anticipated that the cost for depository services will not exceed \$46,666 in any year of the contract.

d. Presentation, possible action, and discussion regarding a contract for an equipment upgrade and general renovation of the College Main Parking Garage Access and Exit System in the amount of \$345,353.

e. Presentation, possible action, and discussion regarding a payment to the Amateur Softball Association (ASA) for assessment fees for the 2010 USA/ASA 16U Class National Softball Tournament in the amount of \$64,000.

f. Presentation, possible action, and discussion regarding a City Ordinance designed to define and ban the possession and use of illegal smoking products and ingestion devices. This ordinance is being presented as a result of direction received from City Council at the August 12, 2010 meeting.

g. Presentation, possible action, and discussion of a Borrowed Employee Agreement between the City of College Station and the Brazos Valley Solid Waste Management Agency Inc.

h. 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.

i. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at city of College Station facilities and properties.

j. Presentation, possible action, and discussion on the first reading of a five (5) year franchise agreement with Texas Commercial Waste for the collection, processing, and marketing of recyclable materials for an annual cost of approximately \$576,420.

### **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 the City of College Station 2010-2011 Proposed Budget.
2. Public hearing, possible action, and discussion on an ordinance Budget Amendment #4 amending ordinance number 3202 which will amend the budget for the 2009-2010 Fiscal Year in the amount of \$1,489,492; and presentation, possible action and discussion on three interfund transfers in the amount of \$424,206.
3. Public hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking on the south side of Poplar Street.
4. Public hearing, presentation, possible action, and discussion on an amendment to Chapter 12, "Unified Development Ordinance" Sections 6.2 "Types of Uses", and 6.3 "Specific Use Standards" of the Code of Ordinances of the City of College Station, Texas, specifically related to Recreational Vehicle (RV) Parks.
5. Public hearing, presentation, possible action, and discussion on an amendment to Chapter 12, "Unified Development Ordinance," Sections 5.2 "Residential Dimensional Standards" and 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, specifically related to allowable heights of public, civic, and institutional structures.
6. Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$3,900,000 City of College Station Certificates of Obligation, Series 2010.
7. Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$19,635,000 City of College Station General Obligation Bonds, Series 2010.
8. Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees:

#### CITIZEN MEMBERSHIP

Bicycle, Pedestrian and Greenways Advisory Board  
Cemetery Committee  
Construction Board of Adjustments and Appeals  
Design Review Board  
Historic Preservation Committee  
Landmark Commission  
Medical Corridor Citizen Advisory Committee  
Parks and Recreation Board

9. Adjourn.

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

APPROVED:

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

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, August 26, 2010 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 23th day of August, 2010 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 August 23, 2010 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 \_\_\_\_\_, 2010 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
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**

Nancy Berry

**Mayor Pro Tem**

John Crompton

**City Manager**

Glenn Brown

**Councilmembers**

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

**Minutes  
College Station City Council  
Special Meeting  
Tuesday, July 13, 2010 at 5:00 pm  
City Hall Council Chambers, 1101 Texas Avenue  
College Station, Texas**

**COUNCIL PRESENT:** Mayor Nancy Berry, Council members Maloney, Fields, Lyles and Ruesink

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

Mayor Berry called special meeting to order at 5:00 p.m.

Mayor Berry called for a motion to except absence request from Mayor ProTem Crompton.

Council member Maloney move to approve absence request. Council member Ruesink seconded, motion carried 5-0.

**Special Item No. 1 – Presentation, possible action, and discussion regarding the appointment of a City Secretary.**

Mayor Berry presented Sherry Mashburn from San Marcos to fill the appointment of College Station City Secretary to Council.

Council member Maloney moved to approve Sherry Mashburn as College Station City Secretary and to start August 16, 2010. Council member Lyles seconded the motion, which carried 5-0.

FOR: Mayor Berry, Council members Fields, Maloney, Lyles and Ruesink

AGAINST: None

ABSENT: Mayor ProTem Crompton

**Special Item No. 2 – Presentation, possible action, and discussion regarding a policy establishing term limits for City Council board appointments.**

Council discussed a policy establishing term limits for City Council board appointments.

## City Council Special Minutes

Tuesday, July 13, 2010

Council member Fields moved to approve **Resolution No. 07-13-10-02** that the City Council hereby finds that members who serve on Boards, Commissions, and Committees shall hold office for a term of two (2) years or no more than two (2) completed consecutive terms for a total of four (4) years or until his successor is appointed, exclusive of any unexpired term to which the member may have been appointed to fill due to a vacancy on the Board, Commission, or Committee, and with the exception of Planning and Zoning Commission shall hold office for a term of three (3) years or no more than two (2) completed consecutive terms. Council member Ruesink seconded the motion, which carried 5-0.

FOR: Mayor Berry, Council members Fields, Maloney, Lyles and Ruesink

AGAINST: None

ABSENT: Mayor ProTem Crompton

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At 5:40 pm, Mayor Berry announced that the City Council would convene into executive session pursuant to Sections 551.074 of the Open Meetings Act to discuss personnel.

**Special Item No. 3 - Executive Session to be held in Room 104 of the College Station Conference Center.**

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 public officer(s) may be discussed:

- a. City Secretary
- b. Planning and Zoning Commission
- c. Zoning Board of Adjustments
- d. Parks and Recreation Board

Council returned from executive session at 6:20 p.m.

**Special Item No. 4 - Action on executive session.**

Council member Maloney moved to approve salary for City Secretary as \$77,500 a year, \$2,500 for moving expenses, and no car allowance. Council member Fields seconded the motion, which carried 5-0.

FOR: Mayor Berry, Council members Fields, Maloney, Lyles and Ruesink

AGAINST: None

ABSENT: Mayor ProTem Crompton

**Special Item No. 5 - Adjourn.**

Hearing no objections, Mayor Berry concluded Special Meeting at 6:30 pm.

PASSED AND APPROVED this August 12, 2010

ATTEST:

APPROVED:

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Deputy City Secretary

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Mayor Nancy Berry



**Mayor**  
Nancy Berry  
**Mayor Pro Tem**  
John Crompton  
**City Manager**  
Glenn Brown

**Councilmembers**  
Jess Fields  
Dennis Maloney  
Katy-Marie Lyles  
Dave Ruesink

**Minutes**  
**City Council Regular Meeting**  
**Thursday, July 22, 2010 at 6:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor Nancy Berry, Council members Fields, Lyles and Ruesink

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

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

Mayor Berry opened the meeting at 7:00 pm. She led the audience in the pledge of allegiance. Chief R.B. Alley provided the invocation.

Council member Fields moved to approve absence requests from Mayor Pro Tem Crompton, Council members Maloney. Council member Ruesink seconded the motion, which carried, 4-0.

FOR: Mayor Berry, Council members Lyles, Ruesink, and Fields  
AGAINST: None

**a. Hear Visitors**

No one spoke.

**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.**

**Consent Item No. 2d – Community Development PY 2010-2014 Consolidated Plan and FY 2011 (PY 2010) Action Plan and Budget – Council member Ruesink** - concern with the way our different agencies handle applicants with limited funding for utilities & rent assistances. Also, inquired money that goes into rehab and construction and would like to find some way to come up with assistance for utilities and rehab.

City Council Minutes

Thursday, July 22, 2010

**Consent Item No. 2h** – **Development Agreement with CVCS LLC and an Advance Funding Agreement with the TxDOT.** Council member Fields request Bob Cowell, ACIP, Director of Planning and Development Services to explain the Development Agreement.

**Consent Item No. 2i** – **Construction Contract for the Hike & Bike Trail Completion Project** – Council member Fields inquired timing on design phase and if delayed building if there would be any saving.

- a. Approved minutes for July 8, 2010 Workshop and Regular Meetings.
- b. Approved claim and release of liability settlement between the City of College Station and The Heil Company dba Heil Environmental and Heil of Texas, Inc., related to repair of Heil Sanitation Truck fleet number 72-24, following a fire on April 16, 2010.
- c. Approved **Resolution No. 07-22-10-2c** awarded a Professional Services Contract for the design of the Royder Road and Greens Prairie Trail Improvements to Kimley-Horn and Associates, Inc., in the amount of \$96,400.
- d. Approved **Resolution No. 07-22-10-2d** and **Resolution No. 07-22-10-2d-a** adopting the City's proposed PY 2010-2014 Consolidated Plan and FY 2010 Annual Action Plan and Budget.
- e. Presentation, possible action, and discussion regarding modifications and revisions to Chapter 10 "Traffic Code", Section 6 (A) "Definitions" and 6 (B) "Regulations" as it relates to parking, standing or storing of trailers in residential areas. **Item was been pulled**
- f. Approved monthly report on irrigation water use at City of College Station facilities and properties.
- g. Approved authorization payment of Retention and Expansion and Payroll Grants in a total amount of \$40,000 to Reynolds and Reynolds, Inc.
- h. Approved Resolution entering into the following two items:
  1. a development agreement between the City of College Station and CVCS, LLC for design of and payment for temporary construction access from Harvey Mitchell Parkway to the Campus Village development; and
  2. a **Resolution No. 07-22-10-2h** for an Advanced Funding Agreement (AFA) between the City of College Station and Texas Department of Transportation (TxDOT) for city contributions to transportation improvement project to wit: a temporary construction access from Harvey Mitchell Parkway to the Campus Village development.
- i. Approve **Resolution No. 07-22-10-2i** awarding a construction contract to Brazos Valley Services in the amount of \$536,205.36 for the Hike & Bike Trail Completion project along FM 2818.
- j. Approved **Resolution No. 07-22-10-2j** authorizing banners for Copy Corner recognizing the Wind Watts program

City Council Minutes  
Thursday, July 22, 2010

Council member Ruesink moved to approve consent item 2a thru 2j with exception of 2e, which was pulled. Council member Lyles seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council member Lyles, Fields, and Ruesink  
AGAINST: None

**2. Presentation, possible action and discussion regarding an appeal by Ken and Kimberly Reynolds to the City Council on a variance request denied by the Cemetery Committee for the placement of a monument exceeding size restrictions in the College Station Cemetery.**

David Schmitz, Assistant Director Parks and Recreation presented Council an appeal by Ken and Kimberly Reynolds to the City Council on three (3) different variance requests denied by the Cemetery Committee for the placement of a monument exceeding size restrictions in the College Station Cemetery located on Texas Avenue.

Ross Albrecht, updated council on the size and dimension of the monument and the variance restrictions.

Council member Ruesink moved to deny variance. Motion failed to lack of second.

Council member Lyles moved to approve variance requested by Ken and Kimberly Reynolds. Council member Fields seconded the motion, which carried 3 - 1.

FOR: Mayor Berry, Council members Lyles and Fields  
AGAINST: Council member Dave Ruesink

**3. Public Hearing, presentation, possible action and discussion concerning approval to proceed with bidding for improvements to Tauber and Stasney Streets from University Drive to Cherry Street.**

Chuck Gilman, PE, Director of Capital Projects presented Council an overview of the Tauber and Stasney Street Project and once this project is completed Tauber will have a total of 43 on-street parallel parking spaces between University and Cherry, and Stasney have 39 on-street parallel parking spaces. Staff recommended proceeding with the advertisement for construction bids.

Mayor Berry opened the public hearing. Chris Scotti, Northgate District Association, thanked the staff and stated few concerns with parking. Mayor Berry closed the public hearing.

Council member Fields moved to approve staff proceeding with the advertisement for construction bids. Council member Lyles seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Ruesink, and Fields  
AGAINST: None

**4. Public Hearing, presentation, possible action and discussion concerning approval to proceed with engineering services for the extension of Jones-Butler from Luther Street to George Bush Drive.**

## City Council Minutes

Thursday, July 22, 2010

Chuck Gilman, PE, Director of Capital Projects presented Council an overview of the engineering services for the extension of Jones Butler from Luther Street to George Bush Drive. Staff recommended move forward with professional services contract to begin on the extension of Jones-Butler Road.

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

Council member Lyles moved to approve staff to proceed with a professional services contract. Council member Fields seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Ruesink, and Fields

AGAINST: None

**5. Public Hearing, presentation, possible action and discussion concerning approval to advertise the Barron Road Widening Phase 2 Project for construction bids.**

Chuck Gilman, PE, Director of Capital Projects presented an overview of the Barron Road Widening Phase 2 projects that involves widening Barron Road from Decatur Drive and Barron Cutoff Road on the southwest side of William D. Fitch, which currently is a two lane rural road. Staff recommended proceeding with advertisement for construction bids.

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

Council member Fields moved to approve staff proceeding with advertisement for construction bids. Council member Ruesink seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Ruesink, and Fields

AGAINST: None

**6. Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, specifically rezoning for Spring Creek Retail and Office Center from A-O, Agricultural Open to PDD, Planned Development District for 5 acres located at 1850 William D. Fitch Parkway.**

Matt Robinson, Staff Planner presented rezoning for Spring Creek Retail & Office from A-O, Agricultural Open to PDD, Planned Development District for 5 acres located at 1850 William D. Fitch Parkway.

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

John Nichols spoke on behalf of the Planning and Zoning discussion and denial of rezoning request.

Jane Kee, IPS Group, stated that the applicant is implementing the Comprehensive Plan appropriately and the development would fit with the adjacent neighborhood.

Council member Lyles moved to approve **Ordinance No. 2010-3261** rezoning for Spring Creek Retail & Office from A-O, Agricultural Open to PDD, Planned Development District for 5 acres

City Council Minutes

Thursday, July 22, 2010

located at 1850 William D. Fitch Parkway. Council member Ruesink seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Ruesink, and Fields

AGAINST: None

**7. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map", of the Code of Ordinances of the City of College Station, specifically rezoning for a portion of Lot 1, Block 3 and a portion of Lots 34-36, Block 2 of the Spring Creek Garden Subdivision from A-P Administrative Professional and R-1 Single Family Residential to PDD, Planned Development District for 0.8625 acres located East of the intersection of Candace Court and Decatur Drive.**

Bob Cowell, , Director of Planning and Development Services presented rezoning for Spring Creek Garden from A-P Administrative Professional and R-1 Single Family Residential to PDD, Planned Development District for 0.8625 acres located east of the intersection of Candace Court and Decatur Drive. Staff recommended approval and P&Z recommended approval.

Wallace Phillips, applicant present for questions.

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

Council member Fields moved to approve **Ordinance No. 2010-3262** rezoning for Spring Creek Garden from A-P Administrative Professional and R-1 Single Family Residential to PDD, Planned Development District for 0.8625 acres located east of the intersection of Candace Court and Decatur Drive. Council member Ruesink seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Ruesink, and Fields

AGAINST: None

**8. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 12.5 feet (1,679.7 square feet) of a 20-foot wide public utility easement, which is located on Lot 1R of Block 2A of the College Park Subdivision according to the plat recorded in Volume 8582, Page 96 of the Deed Records of Brazos County, Texas.**

Alan Gibbs, City Engineer presented an easement abandonment that accommodates future development of 12.5 feet (1,679.7 square feet) of a 20-foot wide public utility easement, which is located on Lot 1R of Block 2A of the College Park Subdivision. There are no public or private utilities in the subject portion of easement to be abandoned.

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

Isle Jones, applicant present for questions.

Council member Fields moved to approve **Ordinance No. 2010-3263** vacating and abandoning 12.5 feet (1,679.7 square feet) of a 20-foot wide public utility easement, which is located on Lot 1R

City Council Minutes

Thursday, July 22, 2010

of Block 2A of the College Park Subdivision. Council member Lyles seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Ruesink, and Fields

AGAINST: None

**9. Presentation, possible action, and discussion regarding the formation of two committees to assist with the Medical Corridor project.**

David Gwin, Director of Economic and Community Development Services updated Council on the need to form two committees to assist with the Medical Corridor Committee. Staff requested that an application for the citizens' advisory committee be placed on the City's website under the Citizen Committees, Boards and Commissions page. The targeted stakeholders group will be seated subsequently.

No formal action was taken.

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At 8:10 pm, Mayor Berry announced that the City Council would convene into executive session pursuant to Sections 551.071 of the Open Meetings Act to seek the advice of our city attorney.

**11. 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:**

Litigation

- a. City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- b. 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
- c. Water CCN / 2002 Annexation / Wellborn Water Supply Corporation
- d. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- e. Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- f. Clancey v. College Station, Glenn Brown, and Kathy Merrill

Legal Advice

- a. Discussion of Legal Issues Regarding: Wellborn Incorporation Request

City Council Minutes  
Thursday, July 22, 2010

- b. Contemplated Litigation, Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.

Returned from executive session at 8:45 p.m.

**1. Presentation, possible action, and discussion on capital project funding for the City of College Station.**

Jeff Kersten, Chief Financial Officer updated Council on the funding of capital projects by the City of College Station.

**10. Council Calendar**

Council reviewed activities on Council calendar.

**12. Adjourn.**

Hearing no objections, Mayor Berry concluded Regular Meeting at 8:55 pm on July 22, 2010.

PASSED AND APPROVED this August 12, 2010

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor Nancy Berry

**August 26, 2010  
Consent Agenda Item No. 2b  
Resolution, Amending ILA and Notice of Election  
November 2, 2010 Special Election**

**To:** Glenn Brown, City Manager

**From:** Tanya McNutt, Deputy City Secretary

**Agenda Caption:** Presentation, possible action and discussion of resolution amending an interlocal agreement between the City of College Station and Brazos County for the conduct and management of the City of College Station Special election and amending the Notice of Special Election that will be held on Tuesday, November 2, 2010.

**Summary:** On August 18, 2010 the City Secretary's Office received notification from Karen McQueen, County Clerk, that the Rudder Tower polling location for Precinct 20 would have to be moved due to the construction deadline being moved up. The new proposed location is the Memorial Student Center (MCS).

**Budget & Financial Summary:** This will have no budgetary or financial impact.

**Attachments:**

1. Resolution
2. Interlocal Agreement with Brazos County (will be presented at Council Meeting)
3. Notice of Special Election

**26 de agosto de 2010**  
**Punto de Acuerdo en la Orden del Día #2b**  
**Resolución y Acuerdo Interlocal para las**  
**Elecciones Especiales del 2 de noviembre de 2010**

**Para:** Glenn Brown, Alcalde de la Ciudad

**De:** Tanya McNutt, Asistente al Secretario de la Ciudad

**Rubro de la Orden del Día:** Presentación, posible acción y discusión acerca la resolución que enmienda un acuerdo interlocal entre la Ciudad de College Station y el Condado de Brazos para conducir y manejar las elecciones especiales de la Ciudad de College Station y aprobar la Notificación de Elecciones especiales que se celebrarán el día martes 2 de noviembre de 2010.

**Resumen:** El 18 de agosto de 2010 la Oficina del Secretario de la Ciudad, recibió notificación de Karen McQueen, Empleado de Condado que la ubicación de votación de Torre de Rudder para la Zona 20 tendrían que ser movidos debido al ser de la fecha tope de construcción subió. La nueva ubicación propuesto es el Centro conmemorativo de Estudiante (MSC).

**Presupuesto y Resumen Financiero:** Esto no tendrá impacto presupuestario ni financiero

**Adjuntos:**

Resolución

Acuerdo Interlocal con el Condado de Brazos

Notificación de Elecciones Especiales

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS; AMENDING AN INTERLOCAL GOVERNMENT AGREEMENT WITH BRAZOS COUNTY FOR THE CONDUCT AND MANAGEMENT OF THE CITY OF COLLEGE STATION SPECIAL ELECTION AND AMENDING THE NOTICE OF SPECIAL ELECTION THAT WILL BE HELD ON TUESDAY, NOVEMBER 2, 2010.

WHEREAS, Brazos County will conduct a general election on Tuesday November 2, 2010; and

WHEREAS, the City of College Station City Council will be conducting a Special Election to be held on the same day; and

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

WHEREAS; a polling location has been changed from Rudder Tower to Memorial Student Center (MSC); now, therefore,

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

PART 1: That the amended interlocal government agreement is hereby approved setting out the terms and conditions upon which said election shall be conducted; and

PART 2: That the amended Notice of Election and Early and Regular Polling Places are hereby approved.

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

ADOPTED this 26th day of August, A.D. 2010.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

RESOLUCIÓN NO. \_\_\_\_\_

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS; ENMIENDA UN ACUERDO INTERLOCAL ENTRE LA CIUDAD DE COLLEGE STATION Y EL CONDADO DE BRAZOS PARA CONDUCIR Y HACER LOS ARREGLOS NECESARIOS PARA LAS ELECCIONES ESPECIALES DE LA CIUDAD DE COLLEGE STATION Y ENMIENDE LA NOTIFICACIÓN DE ELECCIONES ESPECIALES QUE SE CELEBRARÁN EL DÍA MARTES 2 DE NOVIEMBRE DE 2010.

EN TANTO QUE, El Condado de Brazos celebrará elecciones generales el día 2 de noviembre de 2010; y

EN TANTO QUE, el Consejo de la Ciudad de College Station realizará unas Elecciones Especiales para celebrarse el mismo día; y

EN TANTO QUE; las partes de este acuerdo desean celebrar elecciones conjuntas como medida costo-efectiva y conveniente para los votantes de ambas entidades; ahora, por lo tanto,

EN TANTO QUE: una ubicación de la votación ha sido cambiada del Torre de Rudder a el Estudiante Conmemorativo Centra (MSC) ahora, por lo tanto

QUE SE RESUELVA POR EL CONSEJO DE LA CIUDAD DE COLLEGE STATION, TEXAS:

PARTE 1: Que el acuerdo gubernamental interlocal emendado por este medio se aprueba en base a los términos y condiciones bajo los cuales dichas elecciones se conducirán; y

PARTE 2: Que la Notificación de Elecciones enmendado y los Sitios Regulares y Tempranos para Votaciones por este medio se aprueban.

PARTE 3: Que esta resolución tomará efecto inmediatamente desde y después de aprobada.

ADOPTADA este 12<sup>avo</sup> día del mes de agosto A.D. de 2010.

DOY FE:

APROBADA:

\_\_\_\_\_  
Secretaria de la Ciudad

\_\_\_\_\_  
ALCALDE

APROBADA:

\_\_\_\_\_  
Abogado de la Ciudad

## NOTICE OF SPECIAL ELECTION

### TO THE REGISTERED VOTERS OF THE CITY OF COLLEGE STATION:

Notice is hereby given that the polling places listed below will be open from 7:00 am to 7:00 pm on Tuesday, November 2, 2010 for voting in special election to elect a College Station City Council member, Place 5.

#### VOTING LOCATIONS:

| <u>City of College Station Precincts</u> | <u>Polling Places</u>  |
|--|--|
| 2B, 2C                                   | Wellborn Community Center<br>4119 Greens Prairie Road                          |
| 8  | Parkway Baptist Church<br>1501 Southwest Pkwy                                  |
| 9  | College Station Conference Center<br>1300 George Bush Drive                    |
| 10A, 10B                                 | CS Utility Customer Service Center<br>310 Krenek Tap Road                      |
| 20                                       | Memorial Student Center (MSC) –<br>Texas A&M Campus, Room 146, College Station |
| 21                                       | St. Mary’s Catholic Church<br>603 Church Street                                |
| 24                                       | John Connally Building<br>301 Tarrow   |
| 31                                       | Grace Bible Church Southwood Annex<br>1901 Harvey Mitchell Parkway South       |
| 32                                       | Larry J. Ringer Library<br>1818 Harvey Mitchell Pkwy                           |
| 33, 72, 74                               | Lincoln Center<br>1000 Eleanor   |
| 34                                       | CS City Hall<br>1101 Texas Avenue  |
| 35A, 35B                                 | CS ISD Admin. Bldg<br>1812 Welsh   |
| 39                                       | St. Francis Episcopal Church<br>1101 Rock Prairie Road                         |
| 40                                       | Aldersgate Methodist Church<br>2201 Earl Rudder Freeway South                  |
| 41                                       | Christ United Methodist Church<br>4201 State Hwy 6 South                       |
| 64                                       | Mary Branch Elementary<br>2040 W. Villa Maria, Bryan                           |
| 68                                       | Peach Creek Community Center<br>2216 Peach Creek Road                          |
| 80                                       | Living Hope Baptist Church<br>4170 State Hwy 6, South                          |

**Notice of Special Election**  
**November 2, 2010**  
**Page 2 of 2**

Joint early voting shall be conducted by personal appearance and by mail. The period for early voting by personal appearance for the special election shall be October 18 through October 29, 2010. Optical scan ballots shall be used for early voting by mail and direct recording electronic voting machines shall be used for early voting by personal appearance. The Early Voting Clerk for said elections shall be the County Clerk. She shall determine the number of election workers to hire and arrange for training of all election workers. Early voting by personal appearance for the special election shall be held on the following dates and times:

**Early Vote Sites**

Brazos County Administration Building – 200 S. Texas Ave., Bryan, Texas  
Arena Hall – Tabor Road & N. Earl Rudder Frwy., Bryan, Texas  
Galilee Baptist Church – 804 N. Logan, Bryan, Texas  
CS Electric Training Facilities – 1603 Graham Rd  
Memorial Student Center (MSC) – Texas A&M Campus, Room 146, College Station

October 18 – October 22                      8:00 am – 5:00 pm  
Monday – Friday

October 23 – Saturday                      8:00 am – 8:00 pm  
October 24 – Sunday                      10:00 am – 3:00 pm

October 25 - 29                              8:00 am – 8:00 pm  
Monday – Friday

Requests for application to vote by mail can be made by contacting the Early Voting Clerk at the following address: Jaime Hines, Brazos County Clerk’s office, 300 E. 26<sup>th</sup> Street Suite 120, Bryan, Texas 77803

PASSED AND APPROVED this 12<sup>th</sup> day August, 2010.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

## NOTIFICACIÓN DE ELECCIONES ESPECIALES

### PARA LOS VOTANTES REGISTRADOS DE LA CIUDAD DE COLLEGE STATION:

Por este medio a continuación aparecen los centros de votaciones que estarán abiertos de 7:00 am a 7:00 pm, el día martes 2 de noviembre de 2010, para votar en elecciones especiales y elegir a un miembro del Consejo de la Ciudad para el Puesto número 5 de la Ciudad de College Station.

### SITIOS DE VOTACIONES:

| <u>Distritos de la Ciudad de College Station</u> | <u>Centros de Votaciones</u>  |
|--|---|
| 2B, 2C   | Wellborn Community Center [Centro Comunitario de Wellborn]<br>4119 Greens Prairie Road  |
| 8  | Parkway Baptist Church [Iglesia Bautista Parkway]<br>1501 Southwest Pkwy  |
| 9  | College Station Conference Center [Centro de Conferencias de College Station]<br>1300 George Bush Drive                                       |
| 10A, 10B   | CS Utility Customer Service Center [Centro de Servicio al Cliente de Servicios Esenciales Públicos de College Station]<br>310 Krenek Tap Road |
| 20   | Memorial Student Center (MSC) [Estudiante Conmemorativo Centra (MSC)]<br>Texas A&M Campus, Room 146 [Cuarto 146]<br>College Station           |
| 21   | St. Mary's Catholic Church [Iglesia Católica St. Mary's]<br>603 Church Street   |
| 24   | John Connally Building [Edificio John Connally]<br>301 Tarrow   |
| 31   | Grace Bible Church Southwood Annex [Anexo Southwood de la Iglesia Grace Bible]<br>1901 Harvey Mitchell Parkway South                          |
| 32   | Larry J. Ringer Library [Biblioteca Larry J. Ringer]<br>1818 Harvey Mitchell Pkwy   |
| 33, 72, 74                                       | Lincoln Center [Centro Lincoln]<br>1000 Eleanor   |
| 34   | CS City Hall [Municipalidad de la Ciudad de College Station]<br>1101 Texas Avenue   |
| 35A, 35B   | CS ISD Admin. Bldg [Edificio Administrativo del Distrito Escolar Independiente de College Station]<br>1812 Welsh                              |
| 39   | St. Francis Episcopal Church [Iglesia Episcopal St. Francis]<br>1101 Rock Prairie Road  |
| 40   | Aldersgate Methodist Church [Iglesia Metodista Aldersgate]  |



**Notificación de Elecciones Especiales**  
**2 de noviembre de 2010**  
**Página 3 de 3**

Para pedir una solicitud para votar por correo, por favor comuníquese con el Encargado de las Elecciones Tempranas a la siguiente dirección: Jaime Hines, Brazos County Clerk's office, 300 E. 26<sup>th</sup> Street Suite 120, Bryan, Texas 77803

PASADO Y APROBADO este 12<sup>avo</sup> día del mes de agosto de 2010.

DOY FE:

APROBADO:

\_\_\_\_\_  
Secretario de la Ciudad

\_\_\_\_\_  
Alcalde

**August 26, 2010  
Consent Agenda Item No. 2c  
Depository Services**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a resolution selecting a depository bank, approving a bank depository contract, designating the City Manager or his Designee as the designated officer to administer the depository services for the City, and authorizing the maximum expenditure of funds for the term of the contract. Citibank N.A. is the bank being recommended as the City's depository bank. The contract is for a three year term and it is anticipated that the cost for depository services will not exceed \$46,666 in any year of the contract.

**Relationship to Strategic Goals:** Goal I Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Approve the resolution selecting Citibank N.A. as the City's depository bank.

**Summary:** Depository services primarily consist of receiving and holding City deposits and of processing City transfers/payments through either electronic fund transfers or the clearing of checks drawn on City accounts. The City's current depository services contract is with Citibank N.A. On a monthly basis the City deposits and withdraws approximately \$15.7 million with Citibank N.A and maintains a combined average balance of approximately \$18-\$20 million.

On June 2, 2010 the City released a request for applications (RFA) for bank depository services. The following five banks responded to the request: American Momentum Bank, CitiBank N.A., Compass Bank, JP Morgan Chase Bank and Wells Fargo Bank. A committee of six staff members was formed to evaluate the applications. The top three banks responding to the RFA met with the evaluation committee.

The evaluation criteria used to rank the applications were outlined in the RFA. The three most heavily weighted factors were: 1) the ability to perform and provide the required and requested services, 2) the cost of banking services, and 3) the ability to provide the City with effective and innovative cash management services. Although all of the banks submitted excellent applications and delivered excellent presentations, Citibank's application received the majority of the vote from the evaluation committee. In addition to providing an extensive list of services, Citibank, N.A. submitted the lowest cost for banking services, and it clearly demonstrated the ability to present the City with innovative cash management options. Citibank will also pay the City interest on its excess collected balance. It also has a dedicated governmental division and numerous governmental clients that give it the specialized resources and experience that would greatly benefit the City.

The contract is for a three year period and has the option of two one-year renewals.

**Budget & Financial Summary:** The annual cost for the services provided by Citibank is expected to not exceed \$46,666 annually. The expenditure for banking services is budgeted in the General Fund.

**Attachments:**

Depository Services Contract available in the City Secretary Office  
Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A DEPOSITORY BANK, APPROVING A BANK DEPOSITORY CONTRACT, DESIGNATING THE CITY MANAGER OR HIS DESIGNEE AS THE DESIGNATED OFFICER TO ADMINISTER THE DEPOSITORY SERVICES FOR THE CITY, AND AUTHORIZING THE MAXIMUM EXPENDITURE OF FUNDS FOR THE TERM OF THE CONTRACT.**

WHEREAS, the City of College Station, Texas, solicited applications for a Bank Depository Contract pursuant to Chapter 105 of the TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, the selection of Citibank N.A. is being recommended to provide banking depository services to the City of College Station, Texas, after an extensive review and selection process; and

WHEREAS, Chapter 105 of the TEXAS LOCAL GOVERNMENT CODE and the terms of the Bank Depository Contract require the designation of a municipal officer to represent and act on behalf of the City on all matters arising from the Bank Depository Contract; now, therefore,

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

PART 1: That the City Council hereby designates Citibank N.A. as the City's Depository Bank.

PART 2: That the City Council hereby approves the Bank Depository Contract with Citibank N.A. for an amount not to exceed \$170,000.00 over a three-year term for bank depository services.

PART 3: That the City Council hereby designates the City Manager or his Designee to serve as the City's Designated Officer to represent and act on the City's behalf on all matters arising under the Depository Services Contract.

PART 4: That the funding for this project shall be as budgeted from the General Fund in the amount of \$170,000.00.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 26<sup>th</sup> day of August, A.D. 2010.

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

Page 2

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED: *Carla A Robinson*  
\_\_\_\_\_  
City Attorney

**August 26, 2010**  
**Consent Agenda Item No. 2d**  
**College Main Parking Garage System Upgrade & General Renovation**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a contract for an equipment upgrade and general renovation of the College Main Parking Garage Access and Exit System in the amount of \$345,353.

**Recommendation(s):** Staff recommends that the City Council approve the contract with ProTech Access.

**Summary:** After ten (10) years of heavy use, the current access and revenue control equipment in the College Main Parking Garage has reached the end of its service life. While this existing equipment is currently functional, staff has identified numerous mechanical elements which are severely outdated or currently malfunctioning regularly. This situation unnecessarily drains departmental resources and creates both an operational gap and frustrating experience for many of our parking customers.

The renovated system's design will somewhat resemble the existing mechanical layout. However, the new, updated elements will allow for a significantly revised operational model which provides several new options as well as a much more efficient service for garage users. Specifically, the proposed system replaces the following equipment:

A complete overhaul or replacement of the access and exit components, along with all associated mechanical equipment, is outlined in the planned renovation. This includes installing new ticket dispensers, exit verifiers, gate control boxes, gate arms and all uninterrupted power supply and surge suppressor components. Also included are new access card verification devices to accommodate contract users.

The renovation also includes removing the existing pay stations and replacing them with two new fully-automatic pay stations and two additional credit-card-only pay station kiosks. These four pay stations, in addition to the replacement of two manned pay stations located in the central garage office will effectively balance system traffic during all operational times. A new intercom system and several new surveillance cameras are also included in the upgrade to better ensure patron safety and help monitor and prevent abuse and vandalization of all new and existing system components.

The proposed system incorporates a new wireless event management system to streamline peak-hour garage operation and special event operation by adding pay-on-entry and prepaid authorization capabilities, respectively. This agreement includes installation of a complete wireless network interface, as well as the purchase of all hardware and components necessary to complete the wireless network infrastructure. To accommodate the event management system, all revenue and access control components will be updated to recognize and accept barcode and magnetic stripe ticket technology.

Finally, all associated installation materials, peripherals, labor costs, system configuration and hardware/software training are included in the contract and will be provided or arranged by ProTech Access.

City staff will meet with the Northgate Stakeholders Group on Tuesday, August 24, 2010 at 1:00 p.m. in the Tradition Dormitory Conference Room to discuss the operational details of the proposed system upgrade and renovation.

**Budget & Financial Summary:** The cost of the new College Main Parking Garage Access/Exit System is \$345,353. This item is budgeted in the 2010 Parking Enterprise Fund.

**Attachments:**

1. General Services Contract between City of College Station and ProTech Access – Available for review in City Secretary's Office

**August 26, 2010**  
**Consent Agenda Item No. 2e**  
**Approval of Payment to ASA for 2010 Softball Tournament Fees**

**To:** Glenn Brown, City Manager

**From:** David Schmitz, Assistant Director, Parks and Recreation Department

**Agenda Caption:** Presentation, possible action, and discussion regarding a payment to the Amateur Softball Association (ASA) for assessment fees for the 2010 USA/ASA 16U Class National Softball Tournament in the amount of \$64,000.

**Relationship to Strategic Goals:** Goal I.10 Hotel/Motel utilization for eligible projects, Goal III.10 Increase tourism, working with University.

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

**Summary:** Part of the process of hosting a tournament sanctioned by the ASA is the payment of assessment fees based on the number of teams entered. For the 2010 USA/ASA 16U Class National Softball Tournament that cost is \$400.00 per team. This year there were 160 teams in the tournament equaling \$64,000.00 in assessment fees. A portion of this fee, \$21,000, was paid in FY 2009, with the remaining \$43,000 being due at this time. Prior approval was not requested as we do not know the fee until after the tournament registration is finalized, one week prior to the start. These fees are offset by tournament revenues, both from entry fees, gate fees and souvenir sales. This year however, the City is also receiving reimbursement from the State Comptrollers Special Event Fund for eligible expenses related to the tournament. This expense, both the FY 10 and the FY 09 portions are considered eligible expenses.

This is considered to be a sole source item since only ASA can sanction ASA national softball tournaments.

**Budget & Financial Summary:** The fees for the Tournament fees are included in the Parks and Recreation Department's Hotel Occupancy Tax budget any shortfall is expected to be recovered from entry and gate fees as well as reimbursement from the State Comptrollers Special Event Fund from which we will be receiving reimbursement for costs associated with the 2010 ASA 16&U Class A National Softball Tournament. Revenues from tournaments in FY10 currently stand at \$204,389.

**Attachments:**

1. ASA Assessment Fee Invoice

AMATEUR SOFTBALL ASSOCIATION  
 2801 NE 50TH ST.  
 OKLAHOMA CITY, OK 73111 (405) 424-5266

|                |                          |          |                           |                    |
|----------------|--------------------------|----------|---------------------------|--------------------|
| PAGE NO.<br>1  | INVOICE NO.<br>000130113 | APPLY TO | INVOICE DATE<br>8/10/2010 | CUST. NO.<br>BRY03 |
| <b>INVOICE</b> |                          |          | WORK ORDER NO.            | B.O.               |

BRYAN-COLLEGE STATION  
 ATTN: GERI MARSH  
 1000 KRENEK TAP ROAD  
 COLLEGE STATION, TX 77840

S  
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BRYAN-COLLEGE STATION  
 ATTN: GERI MARSH  
 1000 KRENEK TAP ROAD  
 COLLEGE STATION, TX 77840

|                           |                             |                        |                          |                    |
|---------------------------|-----------------------------|------------------------|--------------------------|--------------------|
| DATE SHIPPED<br>8/10/2010 | PURCHASE ORDER NO.          | SHIP VIA<br>UPS GROUND | F.O.B.<br>Ship Point     | TERMS<br>Net 30    |
| BUYER                     | DATE REQUESTED<br>8/10/2010 | LOCATION<br>G          | SALESPERSON<br>TEXAS ASA | TERRITORY<br>Texas |

| ITEM NO. | DESCRIPTION                  | QUANTITY ORDERED | QUANTITY BACK ORD. | QUANTITY SHIPPED | UNIT PRICE   | EXTENSION    | T<br>A<br>X |
|----------|------------------------------|------------------|--------------------|------------------|--------------|--------------|-------------|
|          | 2010 National Championship   |                  |                    |                  |              |              |             |
|          | Girl's 16-Under A Fast Pitch | 160              |                    | 160              | \$400.00     | \$64,000.00  |             |
|          | Paid in Advance              | 1                |                    | 1                | \$-20,000.00 | \$-20,000.00 |             |
|          | Paid Bid Deposit             | 1                |                    | 1                | \$-1,000.00  | \$-1,000.00  |             |

|          |             |  |                          |   |
|----------|-------------|--|--------------------------|---|
| SUBTOTAL | \$43,000.00 | THANK YOU... WE APPRECIATE THE OPPORTUNITY TO SERVE YOU. | INVOICE NO.<br>000130113 | \$43,000.00<br>PLEASE REMIT THIS AMOUNT |
|----------|-------------|--|--------------------------|---|

**August 26, 2010  
Consent Agenda Item No. 2f  
Illegal Smoking Substance Ordinance**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a City Ordinance designed to define and ban the possession and use of illegal smoking products and ingestion devices. This ordinance is being presented as a result of direction received from City Council at the August 12, 2010 meeting.

**Recommendation(s):** Passage of ordinance

**Summary:** This item is being presented as a result of direction received from City Council on August 12, 2010 following a presentation made pertaining to the health and safety issues regarding the use of K2 and Salvia Divinorum.

Over the past few months, there has been an increased awareness of "K2" or "Spice" through media reports, law enforcement and community service groups. Several states have introduced legislation, which would ban the possession of K2 and most recently, several municipalities have been studying the feasibility of establishing city ordinances, which would ban the substances until State laws can be enacted. There is pending legislation in Texas that would make it illegal to possess these substances. If passed, it is anticipated that the law would take effect in September 2011. This ordinance would be a measure to bridge the gap of time until a State law can be enacted.

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

**Attachments:**

1. Draft ordinance

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

**AN ORDINANCE AMENDING CHAPTER 7, “HEALTH AND SANITATION”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SECTION 12 “ILLEGAL SMOKING PRODUCTS AND ILLEGAL SMOKING PARAPHERNALIA”, 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 7, SECTION 12, “ILLEGAL SMOKING PRODUCTS AND ILLEGAL SMOKING PARAPHERNALIA”** be added to the Code of Ordinances 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 Two Thousand Dollars (\$2000.00). 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 August, 2010.**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
**Mayor**

**APPROVED:**

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

That **CHAPTER 7, SECTION 12, “ILLEGAL SMOKING PRODUCTS AND ILLEGAL SMOKING PARAPHERNALIA”** be added to the Code of Ordinances as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

### **EXHIBIT “A”**

#### **SECTION 12. ILLEGAL SMOKING PRODUCTS AND ILLEGAL SMOKING PARAPHERNALIA**

##### **A. DEFINITIONS**

- (1) **“Illegal Smoking Paraphernalia”** shall mean any equipment, product, object, or material that is used or intended for use in ingesting, inhaling, or otherwise introducing an illegal smoking product into the human body, including:
- a. metal, wooden, acrylic, glass, stone, plastic, or ceramic pipe with or without a screen, permanent screen, hashish head, or punctured metal bowl;
  - b. a water pipe;
  - c. a carburetion tube or device;
  - d. a smoking or carburetion mask;
  - e. a chamber pipe;
  - f. a carburetor pipe;
  - g. an electric pipe;
  - h. an air-driven pipe;
  - i. a chillum;
  - j. a bong; or
  - k. an ice pipe or chiller.
- (2) **“Illegal Smoking Product”** shall mean any plant or other substance, whether described as tobacco, herbs, incense, spice, or any blend thereof, under any of the Marketed Names of Illegal Smoking Products, regardless of whether the substance is marketed for the purpose of being smoked, which includes any one or more of the following substances or chemicals:
- a. Salvia divinorum or salvinorin A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts, derivative, mixture or preparation of such plant, its seeds or extracts or similar structural analogs;
  - b. 2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol (also known as CP47,497) and homologues or similar structural analogs;
  - c. (6aS,10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol (also known as HU-211 or Dexanabinol) or similar structural analogs;

- d. 1-pentyl-3-(1-naphthoyl)indole (also known as JWH-018) or similar structural analogs;
  - e. 1-butyl-3-(1-naphthoyl)indole (also known as JWH-073) or similar structural analogs;
  - f. 1-pentyl-3-(4-methoxynaphthoyl)indole (also known as JWH-081) or similar structural analogs.
- (3) **“Marketed Names of Illegal Smoking Products”** Illegal Smoking Products containing some or all of the above substances currently marketed under the following commercial names:
- a. K – 2, K – 2 Summit, K – 2 Sex, Genie, Dascents, Zohai, Sage, Spice, KO Knock – Out 2, Spice Gold, Spice Diamond, Yucatan Fire, Solar Flare, Pep Spice, Fire N’ Ice, and Salvia Divinorum.
- (4) **“Person”** shall mean an individual, corporation, partnership, wholesaler, retailer, or any licensed or unlicensed business.

**B. OFFENSE**

- (1) It shall be unlawful for any person to use, possess, purchase, barter, give, deliver, publicly display, sell, or offer for sale any Illegal Smoking Product.
- (2) It shall be unlawful for any person to use or possess any Illegal Smoking Paraphernalia with the intent to inject, ingest, inhale, or otherwise introduce into the human body an Illegal Smoking Product.
- (3) Any product containing any of the chemical compounds set forth above shall be subject to the provisions of this Ordinance, regardless of whether the product is marketed under names other than those listed above.

**C. AFFIRMATIVE DEFENSES**

- (1) It shall be an affirmative defense for a person charged with an offense for possession or use of an Illegal Smoking Product that the use or possession was pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act.
- (2) It shall be an affirmative defense that the sale or possession of Salvinorin A was in conjunction with ornamental landscaping and used solely for that purpose.
- (3) In the possession of or being used by a governmental entity for a health purpose, research and education, or a similar program.

**August 26, 2010**  
**Consent Agenda Item No. 2g**  
**BVSWMA Borrowed Employee Agreement**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion of a Borrowed Employee Agreement between the City of College Station and the Brazos Valley Solid Waste Management Agency Inc.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure

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

**Summary:** The Borrowed Employee Agreement is an Interlocal Agreement between the City and BVSWMA that defines the terms for the current College Station employees to continue to staff and operate the Rock Prairie and Twin Oaks landfills after the ownership of those facilities are transferred from the Cities of College Station and Bryan to BVSWMA. The agreement has The College Station employees serving in the College Station BVSWMA positions shall remain employees of College Station and shall be entitled to the same employee benefits as other College Station employees while performing services for the BVSWMA.

**Budget & Financial Summary:** BVSWMA will reimburse the City of College Station for employee costs on a bi-weekly basis to coincide with the pay schedule for those affected employees.

**Attachments:**

1. Borrowed Employee Agreement

**STATE OF TEXAS**           §  
  §                   **Borrowed Employee Agreement**  
**COUNTY OF BRAZOS**    §

This Borrowed Employee Agreement (the “Agreement”) is made by and between the City of College Station, Texas (“College Station”) and the Brazos Valley Solid Waste Management Agency, Inc. (the “Agency”), acting by and through their respective authorized representatives, pursuant to Chapter 791, Texas Government Code, as amended. The City of College Station and Brazos Valley Solid Waste Management Agency, Inc. are collectively referred to herein as the “Parties” and each individually as a “Party”.

**RECITALS:**

**WHEREAS**, the Cities of College Station and Bryan (collectively the “Cities”) previously entered into that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain BVSWMA First Amended Joint Solid Waste Management Agreement dated May 3, 2000, and as further amended by that certain BVSWMA First Supplement to Joint Solid Waste Management Agreement dated May 29, 2003, (“collectively referred to as the “BVSWMA Agreement”) relating to the joint use and operation of certain solid waste collection and disposal assets and landfill facilities of the Cities by a regional solid waste agency known as the Brazos Valley Solid Waste Management Agency (“BVSWMA”); and

**WHEREAS**, the Cities have jointly operated BVSWMA as undivided one half interest owners pursuant to the BVSWMA Agreement; and

**WHEREAS**, pursuant to that certain Interlocal Cooperation Agreement dated January 14, 2010 (“the ILA”), the Cities have jointly created the Agency for the purpose of auditing, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including, without limitation, the financing, construction, ownership, and operation of the existing and future municipal solid waste landfills and the existing compost facility (collectively the “Facilities”) on behalf of the Cities, and to perform such other governmental purposes of the Cities, including, without limitation, the collection, handling, transportation, storage, processing, and disposal of municipal solid waste, as may be determined from time to time by the City Councils of the Cities (the “City Councils”); and

**WHEREAS**, pursuant to the ILA, the Parties are negotiating an Asset Transfer and Debt Reimbursement Agreement pursuant to which the Cities will transfer to the Agency certain real and personal property originally contributed by the Cities to BVSWMA pursuant to the BVSWMA Agreement along with other assets of either City identified in the Asset Transfer and Debt Reimbursement Agreement (“the Asset Transfer Agreement”), which assets shall be used and operated pursuant to the provisions of this Agreement, the Agency’s governing documents, and/or other appropriate agreements relating to the financing, construction, ownership, management and operation of said assets; and

**WHEREAS**, pursuant to this Agreement, the Parties acknowledge and agree that on the Effective Date (hereinafter defined), the Agency shall utilize for the purpose of operating and maintaining the Facilities the Cities' employees who, prior to the Effective Date, were employed by the Cities for such purposes;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth the Parties agree as follows:

**Article I  
Purpose**

The purpose of this Agreement is for the Parties to acknowledge and agree that on the Effective Date, the Agency shall utilize for the purpose of operating and maintaining the Facilities the employees of College Station who, prior to the Effective Date (hereinafter defined), were employed by College Station for such purposes.

**Article II  
Term**

2.1 Effective Date. This Agreement shall become effective on the date this Agreement is signed by all of the Parties following the date of Closing and conveyance of the BSWMA Assets to the Agency as set forth in Asset Transfer Agreement by and among the Cities and the Agency (the "Effective Date") and shall continue thereafter on annual basis, unless sooner terminated as provided herein.

2.2 Termination. This Agreement may be terminated by the mutual agreement of College Station and the Agency. This Agreement shall automatically terminate without notice or other action by the Parties when the positions set forth in Exhibit "A" are no longer filled by College Station employees and such positions have either been eliminated or been filled by Agency employees.

**Article III  
Borrowed Employees**

3.1 Use of City Employees. The Parties understand and agree that on the Effective Date, the Agency shall utilize for the purpose of operating and maintaining the Facilities the employees of College Station who, prior to the Effective Date, were employed by College Station for such purposes in the positions as set forth in Exhibit "A" (the "College Station Agency Positions"). The College Station employees serving in the College Station Agency Positions shall remain employees of College Station and shall be entitled to the same employee benefits as other College Station employees while performing services for the Agency in the College Station Agency Positions. Attached as Exhibit "B" is a list of College Station employees serving in the College Station Agency Positions on the Effective Date (the "College Station Eligibility List").

The Parties may not add any new person to the College Station Eligibility List nor may Parties add any new position to the College Station Agency Positions.

3.2 Vacancy or Reassignment. The Parties understand and agree that when a College Station employee occupying a College Station Agency Position pursuant to this Agreement leaves the employ of College Station for any reason, including but not limited to termination, resignation or retirement, or is reassigned by College Station to a position that results in the College Station employee from the College Station Eligibility List no longer being assigned to the College Station Agency Position, a Bryan employee from the Bryan Eligibility List or a College Station employee from the College Station Eligibility List (as defined in that certain Borrowed Employee Agreement by and between the City of Bryan of approximate even date herewith) may apply for the vacant College Station Agency Position. In the event that such vacant College Station Agency Position is not filed by a College Station employee or a Bryan employee from the respective Eligibility List, the College Station Agency Position shall be eliminated and the Agency may then establish an Agency employment position and employ any person for such newly created Agency employment position.

3.3 Abolishment of College Station Agency Positions. The Executive Director may not abolish or eliminate a College Station Agency Position without the prior written approval of the College Station City Manager. In the event of such approval this Agreement need not be amended by the Parties and the College Station Agency Positions and the College Station Eligibility List shall be deemed amended thereby without the necessity of formal amendment to this Agreement. The Parties may not add any new College Station Agency Positions or add College Station employees to the College Station Eligibility List as a result of any abolishment or elimination of a College Station Agency Position pursuant to this Section.

3.4. Agency Reimbursement of Employee Costs. The Agency shall on a bi-weekly basis reimburse College Station for the employee salary, retirement and benefit costs and human resources and payroll costs incurred for the College Station employees serving in the College Station Agency Positions (the "Reimbursable Employee Costs"). College Station shall submit a detail written invoice for the Reimbursable Employee Costs incurred by College Station for the previous ending two (2) week pay period (the "Reimbursable Employee Costs Invoice"). The Agency shall pay the amount of the Reimbursable Employee Costs Invoice within the fifth (5<sup>th</sup>) business day after the end of each then ending two (2) week pay period .

3.5 Control and Supervision of Borrowed Employees. The Executive Director shall not direct or control the College Station employees serving in the College Station Agency Positions but shall provide scope of work and requests for services to a representative of College Station for the day-to-day operation of the Facilities. College Station shall designate in writing a College Station employee to coordinate with the Executive Director regarding the services requested by the Executive Director.

3.6 Compliance with Personnel Policies. In addition to the personnel policies adopted by College Station with which the College Station employees must comply, the College Station employees serving in the College Station Positions shall at all times comply with Agency site

policies and procedures governing safety, opening/closing, emergencies, evacuations, standard operating procedures and the conduct of personnel on Agency property or while using Agency property or equipment (collectively the "Agency Site Policy"), College Station agrees to take the necessary action to ensure that College Station employees serving in College Station Agency Positions are required to comply with the Agency Site Policy and are subject to disciplinary action by College Station for violations thereof.

3.7 Discipline of College Station Employees. With respect to the College Station employees, serving in College Station Positions, College Station shall at all times retain the authority to discipline, up to and including termination, the College Station employees that are the subject of this Agreement, for failure to comply with the College Stations personnel policies or such other laws, rules, and regulations, which may serve as the basis for demotion, suspension, or termination of other College Station employees. The Executive Director shall recommend to the College Station Public Works Director, or designee (the "College Station Public Works Director") when disciplinary action should be taken with regard to a College Station employee serving in the College Station Agency Position. Prior to making such recommendation the Executive Director shall consult with the College Station Public Works Director prior to requesting disciplinary action be taken. Following such consultation any request from the Executive Director for disciplinary action with regard to a College Station employee serving in a College Station Agency Position shall be submitted in writing to the College Station Public Works Director who shall refer the matter to the appropriate College Station department, supervisor or other appropriate College Station personnel for appropriate process and disposition. Any disciplinary action involving a College Station employee serving in a College Station Agency Position shall be governed by the College Station personnel policies and procedures.

3.8 Removal of Employee at Agency Request. The Executive Director may, without prior notice to College Station, suspend a College Station employee serving in a College Station Agency Position from providing services pursuant to this Agreement if said College Station employee is determined by the Executive Director to be in possible violation of any provisions relating to safety or environmental regulations set forth in the Agency Site Policy, or to have otherwise engaged in unsafe conduct or conduct that has resulted, or that reasonably could have resulted, in theft to the Agency, or harm to persons or property. It is understood and agreed that such suspension shall be with pay and shall not result in the suspension or termination of said College Station employee as an employee of College Station; provided, however, College Station shall retain the right to take disciplinary action with respect to said College Station employee.

3.9 Pay and Benefit Packages. The Agency through its Board of Directors shall adopt a compensation plan for Agency employees and shall, prior to June 1 of each calendar year, provide written recommendations to the City Managers for the Cities of Bryan and College Station for the adoption of a pay plan for Bryan and College Station employees serving in Bryan Agency Positions and College Station Positions. If approved by the respective City Managers College Station agrees to take the necessary action to adopt such recommended pay plan for the College Station employees serving in the College Station Agency Positions.

3.10 Adjustment of Salary and Benefit. The Parties understand, acknowledge, and agree that College Station shall remain in control of the compensation for the College Station employees performing duties in College Station Agency Positions pursuant to this Agreement. College Station acknowledges and agrees that it will not unreasonably deny a request by the Agency to increase the Agency's budget and Rate Schedule to the extent necessary to allow the Agency to recover such additional costs to the Agency.

3.11 Performance Evaluations. Executive Director shall provide written comments regarding the performance of a College Station employee serving in a College Station Agency Position to the College Station Public Works Director for any required College Station employee performance evaluations. The Executive Director shall coordinate with the College Station Public Works Director to ensure that such written comments are timely delivered for consideration in the preparation of any required College Station employee performance evaluation. The College Station Public Works Director shall notify the Executive Director in writing of the dates and frequency required for the timely delivery of such written comments.

3.12 **Insurance.**

- (a) Agency shall during the term of this Agreement obtain and maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions with a minimum combined single limit of not less than \$5,000,000 Dollars per occurrence and \$15,000,00 in the aggregate for injury to persons (including death), and for property damage; (2) business automobile liability policy covering any vehicles used in performance of this Agreement or the business work; and (3) statutory Worker's Compensation Insurance covering all of Agency employees.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the College Station, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the College Station for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation in favor the College Station for injuries, including death, property damage, or any other loss.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and be acceptable to the City of Bryan and City of College Station.
- (d) A certificate of insurance evidencing the required insurance shall be submitted to the College Station Public Works Director prior to commencement of services.
- (e) The costs of Agency insurance required in this Section 3.12 shall be a cost of operation for the Agency.
- (f) College Station shall be responsible for handling and payment of the Workers Compensation claims for College Station employees serving in College Station Agency Positions.
- (g) Agency required insurance shall be primary with regard to any coverage of insurance of College Station.

**Article IV  
Miscellaneous**

4.1 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for City of College Station

Attn: Mayor  
City of College Station  
1101 Texas Avenue  
College Station, Texas 77840

With copy to:

City Attorney  
City of College Station  
1101 Texas Avenue  
College Station, Texas 77840

If intended for the Agency:

Attn: President  
Brazos Valley Solid Waste  
Management Agency, Inc.  
1101 Texas Avenue  
College Station, Texas 77840

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201

4.2. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.3. **Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

4.4. **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.5. **Recitals.** The recitals to this Agreement are incorporated herein.

4.6. **Amendment.** This Agreement may be amended by the mutual written agreement of all Parties.

4.7. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.9. Legal Construction. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.10. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

4.11. Consents. Whenever the consent or the approval of a Party is required herein, such party shall not unreasonably withhold, delay or deny such consent or approval.

4.12. Good Faith Negotiation; Dispute Mediation. Whenever a dispute or disagreement arises under the terms of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation prior to engaging in litigation.

4.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

*(Signature Page to Follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF COLLEGE STATION, TEXAS**

By: \_\_\_\_\_  
Nancy Berry, Mayor

**APPROVED AS TO FORM**

**ATTEST:**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BRAZOS VALLEY SOLID WASTE MANAGEMENT  
AGENCY, INC.**

By: \_\_\_\_\_  
Jason Bienski  
President

**Exhibit “A”**  
**College Station Employee Positions**  
**for Agency Facilities Operation and Maintenance**

| <b>EMPLOYEE</b>           | <b>AGENCY POSITION</b>           |
|---------------------------|----------------------------------|
| AGUILAR, MICAELA          | SECRETARY/SCALE OPERATOR         |
| BEST, SAMANTHA            | SANITARY LANDFILL MANAGER        |
| BUSA, JASON               | EQUIPMENT OPERATOR/LANDFILL      |
| BUSHONG, TATE             | EQUIPMENT OPERATOR/LANDFILL      |
| ESPINOZA, JUAN            | SECRETARY/SCALE OPERATOR         |
| GODFREY, GEORGE           | LANDFILL CREW LEADER             |
| HICKS, JOHN               | WASTE SCREENER                   |
| KILDARE, JAMES            | MECHANIC                         |
| KING, JERRY               | EQUIPMENT OPERATOR/LANDFILL      |
| KRAUSE, FRANK             | EQUIPMENT OPERATOR/LANDFILL      |
| MARTZ, GLENN              | EQUIPMENT OPERATOR/LANDFILL      |
| MCQUEEN, SHELIA           | BVSWMA PROGRAM COORDINATOR       |
| MUSHINSKI, DEAN           | LANDFILL CREW LEADER             |
| SANCHEZ, BERNARDO         | GROUNDWORKER                     |
| SHAVER, BRIAN             | EQUIPMENT OPERATOR/LANDFILL      |
| STOKER, RYAN              | EQUIPMENT OPERATOR/LANDFILL      |
| STOUGH, HOWARD            | LANDFILL OPERATIONS SUPERVISOR   |
| THOMPSON, DOUGLAS         | ENVIRONMENTAL COMPLIANCE OFFICER |
| TINNEY, LARRY             | EQUIPMENT OPERATOR/LANDFILL      |
| VAN HOOREBEKE, ELMER      | EQUIPMENT OPERATOR/LANDFILL      |
| VAN HOOREBEKE, JR., ELMER | EQUIPMENT OPERATOR/LANDFILL      |
| VEGA, ROBERT              | SPOTTER                          |

(**Note:** There are currently two vacant positions that will be filled before closing on the agreement.)

**Exhibit “B”**  
**List of City Employees serving in the Agency Positions**

| <b>EMPLOYEE</b>           | <b>AGENCY POSITION</b>           |
|---------------------------|----------------------------------|
| AGUILAR, MICAELA          | SECRETARY/SCALE OPERATOR         |
| BEST, SAMANTHA            | SANITARY LANDFILL MANAGER        |
| BUSA, JASON               | EQUIPMENT OPERATOR/LANDFILL      |
| BUSHONG, TATE             | EQUIPMENT OPERATOR/LANDFILL      |
| ESPINOZA, JUAN            | SECRETARY/SCALE OPERATOR         |
| GODFREY, GEORGE           | LANDFILL CREW LEADER             |
| HICKS, JOHN               | WASTE SCREENER                   |
| KILDARE, JAMES            | MECHANIC                         |
| KING, JERRY               | EQUIPMENT OPERATOR/LANDFILL      |
| KRAUSE, FRANK             | EQUIPMENT OPERATOR/LANDFILL      |
| MARTZ, GLENN              | EQUIPMENT OPERATOR/LANDFILL      |
| MCQUEEN, SHELIA           | BVSWMA PROGRAM COORDINATOR       |
| MUSHINSKI, DEAN           | LANDFILL CREW LEADER             |
| SANCHEZ, BERNARDO         | GROUNDWORKER                     |
| SHAVER, BRIAN             | EQUIPMENT OPERATOR/LANDFILL      |
| STOKER, RYAN              | EQUIPMENT OPERATOR/LANDFILL      |
| STOUGH, HOWARD            | LANDFILL OPERATIONS SUPERVISOR   |
| THOMPSON, DOUGLAS         | ENVIRONMENTAL COMPLIANCE OFFICER |
| TINNEY, LARRY             | EQUIPMENT OPERATOR/LANDFILL      |
| VAN HOOREBEKE, ELMER      | EQUIPMENT OPERATOR/LANDFILL      |
| VAN HOOREBEKE, JR., ELMER | EQUIPMENT OPERATOR/LANDFILL      |
| VEGA, ROBERT              | SPOTTER                          |

(**Note:** There are currently two vacant positions that will be filled before closing on the agreement.)

**August 26, 2010**  
**Consent Agenda Item No. 2h**  
**Impact Fees Semi-Annual Report and Compliance Certification**

**To:** Glenn Brown, City Manager

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

**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.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure

**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.

The previous report showed changes in the projected densities in several of the Impact Fee areas related to the Land Uses adopted with the Comprehensive Plan in 2009. An update to incorporate these changes is in progress. It is expected to take a number of months in order to give due consideration to the Water and Wastewater Master Plans currently under development as well as a City Wide Impact Fee Study authorized by City Council in July. The City Wide Impact Fee Study is proposed for budgeting next fiscal year. Both projects are significant to the aforementioned update.

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

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On August 26, 2010 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. 08/05/10 Impact Fee Semi-Annual Report
2. Resolution
3. Compliance Certification Letter to the Attorney General



CITY OF COLLEGE STATION

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

**MEMORANDUM**

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**DATE:** August 5, 2010  
**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

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

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

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. 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 (To facilitate review data changes from previous 6 months are presented in bold font):

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 \$323,502.20 (per Account #250-0000-287.51-13). The remaining amount eligible for collection is about \$18,211. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

97-01 Sanitary Sewer ( Spring Creek – Pebble Hills) ( 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 was estimated to cost \$1,350,000 and 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 **\$7,914.50** for total amount of **\$547,608.14** (per Acct #251-0000-287.51-13). The remaining amount eligible for collection is about **\$209,349**. The total amount to be recovered through impact fees is anticipated at 52% of original construction cost.

97-02B Sanitary Sewer ( Alum Creek – Nantucket) ( 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 **\$302.88** for total amount of **\$20,506.63** (per Acct #252-0000-287.51-13). The remaining amount eligible for collection is about **\$182,860**. The total amount to be recovered through impact fees is anticipated at 95% of original construction cost.

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 Acct #240-0000-287.51-13). The remaining amount eligible for collection is about \$303,345. The total amount to be recovered through impact fees is anticipated at 91% of original construction cost.

03-02 Sanitary Sewer ( Steeplechase ) ( 715 ac. ) \$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

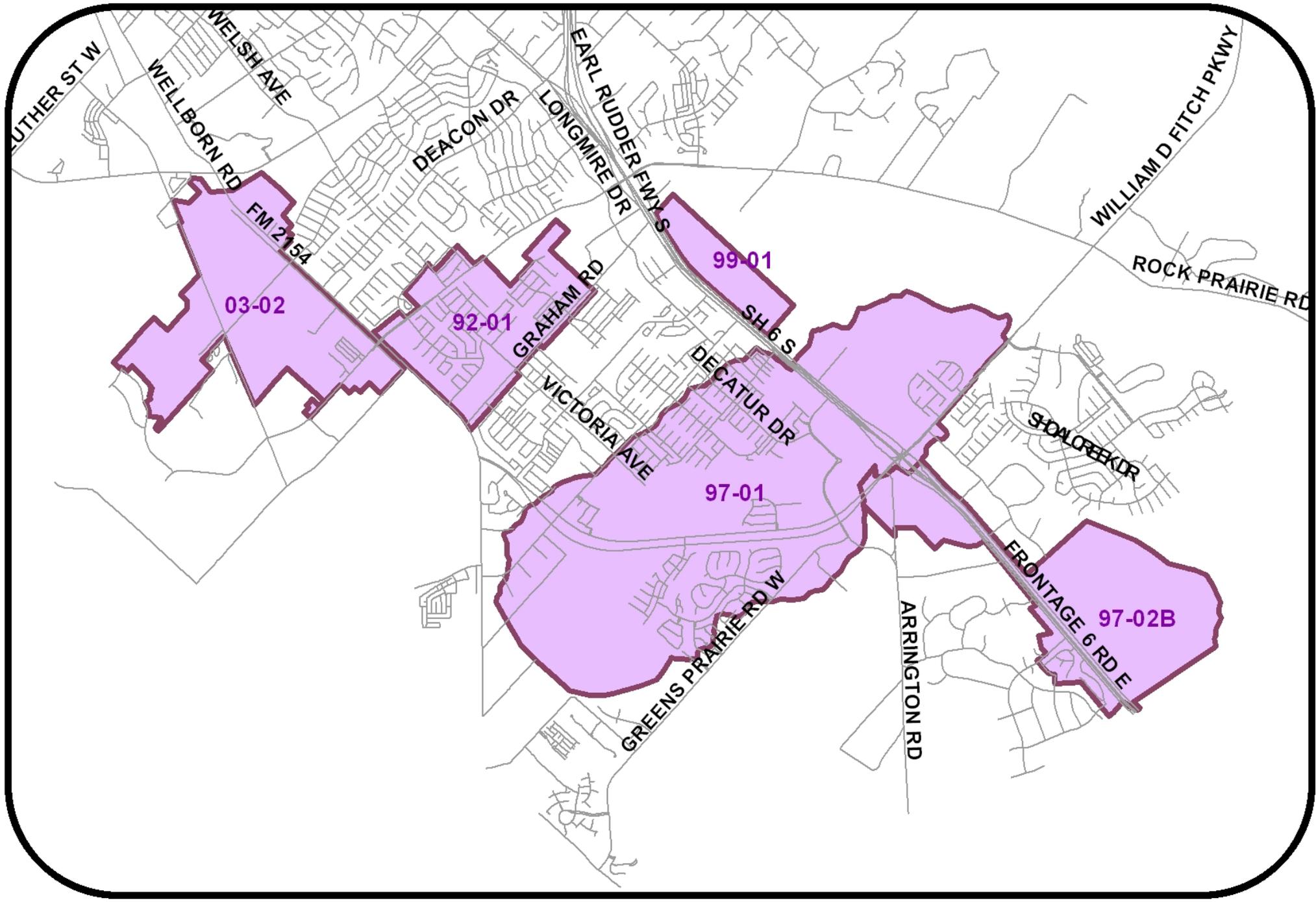
line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost 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 **\$2,700** for total amount of **\$28,553.32** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$761,956**. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

**As part of the previous Semi-Annual Report the impact of the newly adopted Comprehensive Land Use Plan was evaluated. As presented in the Table below, the densities expected with the newly adopted Land Use Plan are significantly different in several of the Impact Fee Areas. An update to incorporate these changes is in progress. It is expected to take a number of months in order to give due consideration to the Water and Wastewater Master Plans currently under development as well as a City Wide Impact Fee Study authorized by City Council in July. The City Wide Impact Fee Study is proposed for budgeting next fiscal year. Both projects are significant to the aforementioned update.**

| <b>Impact Fee Area</b> | <b>Effective Buildout LUE</b> | <b>Current Impact Fee Rate</b> | <b>Anticipated Buildout LUE</b> | <b>LUE Adjustment</b> | <b>Remaining Capital Investment to Recoup</b> |
|------------------------|-------------------------------|--------------------------------|---------------------------------|-----------------------|---|
| 92-01 Graham           | 1551                          | \$ 316.07                      | <b>1775</b>                     | <b>+ 224</b>          | \$ 18,000                                     |
| 97-01 Spring Creek     | 4425                          | \$ 98.39                       | <b>8384</b>                     | <b>+ 3959</b>         | <b>\$209,000</b>                              |
| 97-02B Alum            | 3232                          | \$ 59.42                       | <b>2139</b>                     | <b>- 1093</b>         | \$183,000                                     |
| 99-01 Harley           | 450                           | \$ 769.91                      | <b>440</b>                      | <b>- 10</b>           | \$303,000                                     |
| 03-02 Steeplechase     | 2838                          | \$ 357.74                      | <b>7816</b>                     | <b>+ 4987</b>         | <b>\$762,000</b>                              |
|                        |                               |                                |                                 | <b>Total</b>          | <b>\$1,475,000</b>                            |

**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.**

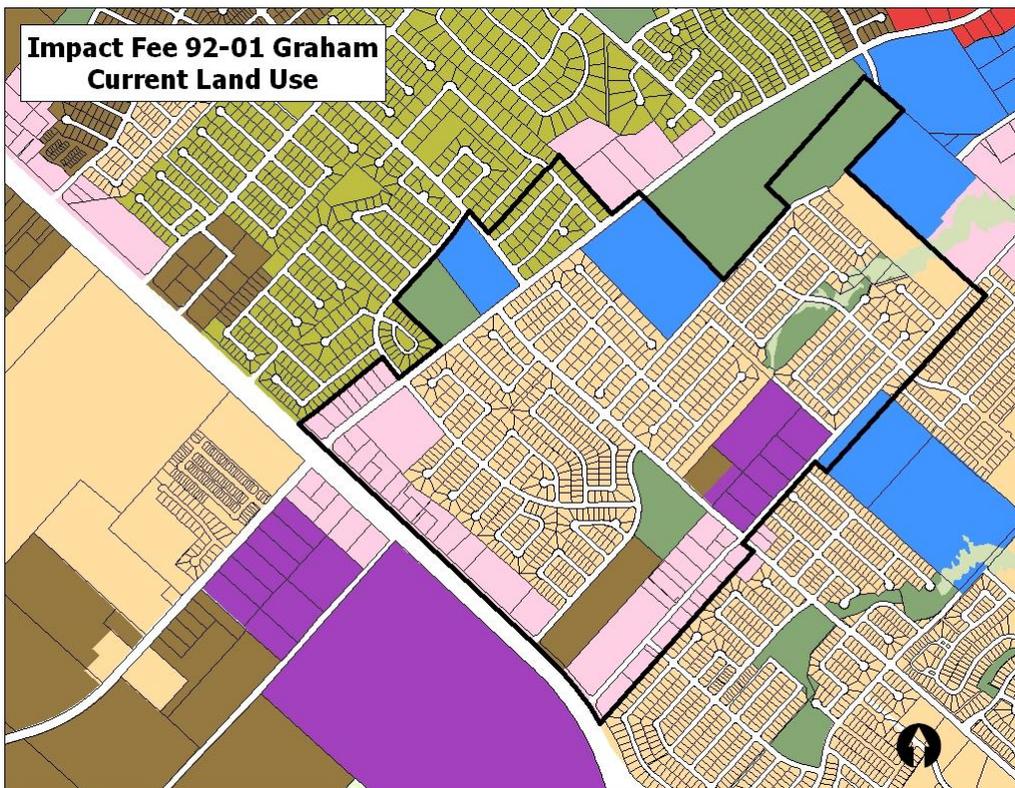
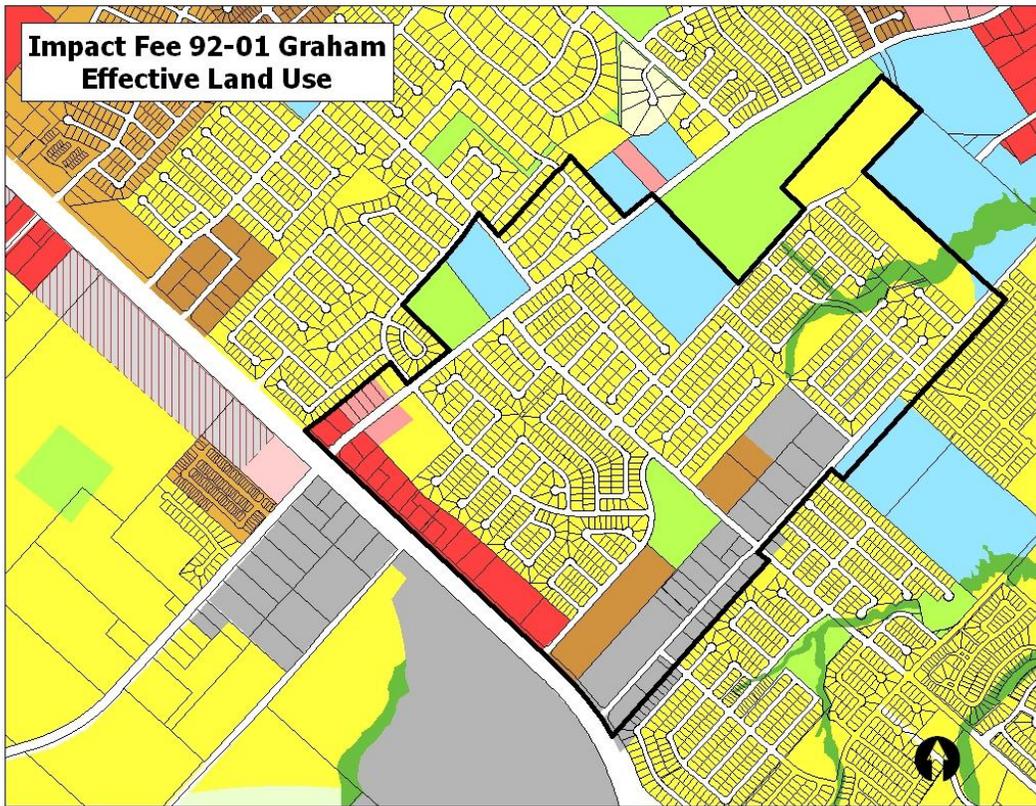
- Attachments:    Impact Fee Service Areas Map  
                           Land Use at Adoption Map per Impact Fee Area  
                           Current Land Use Map per Impact Fee Area  
                           Compliance Certification Letter to Attorney General

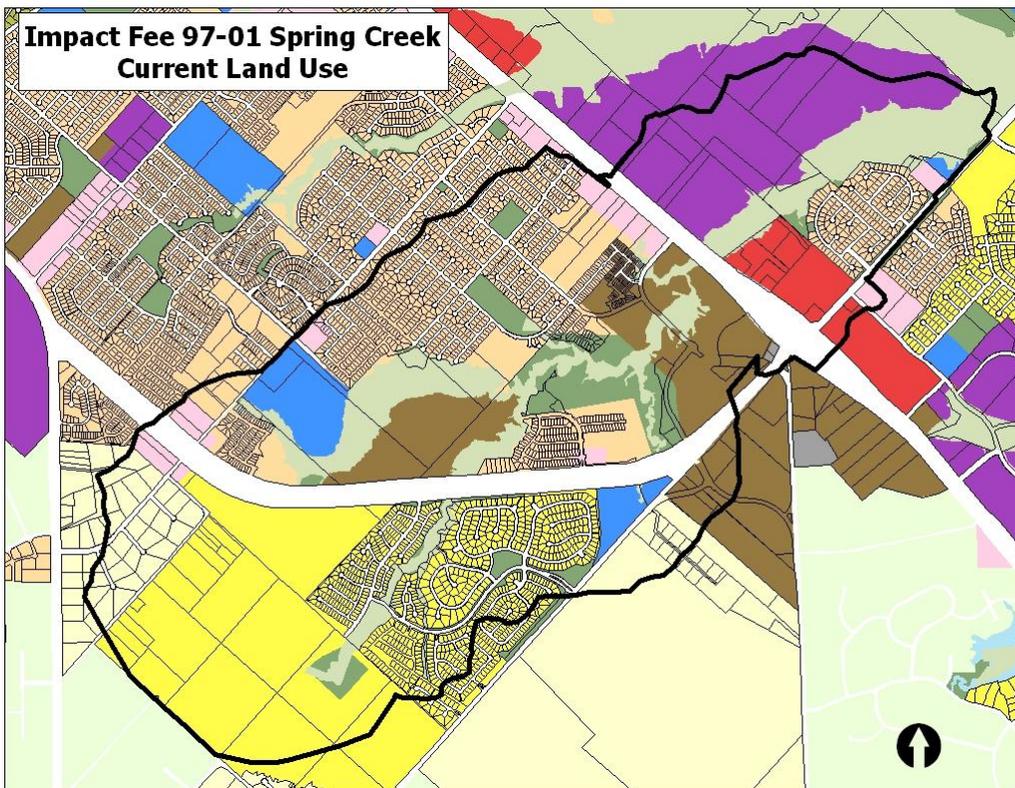
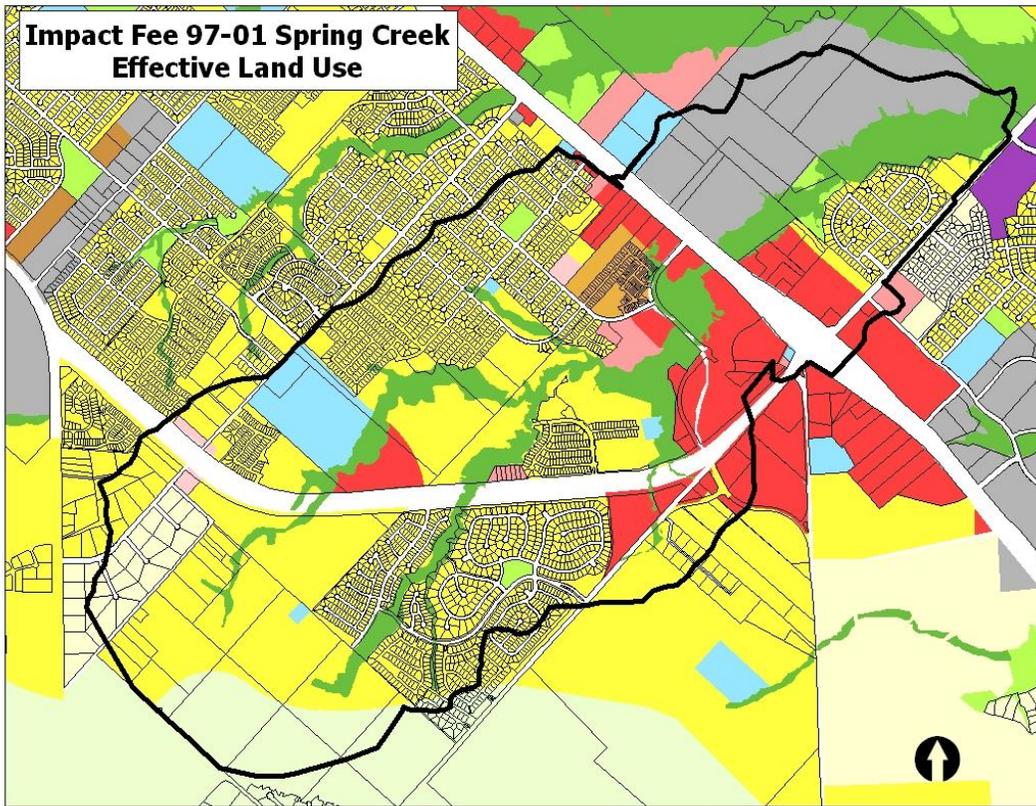


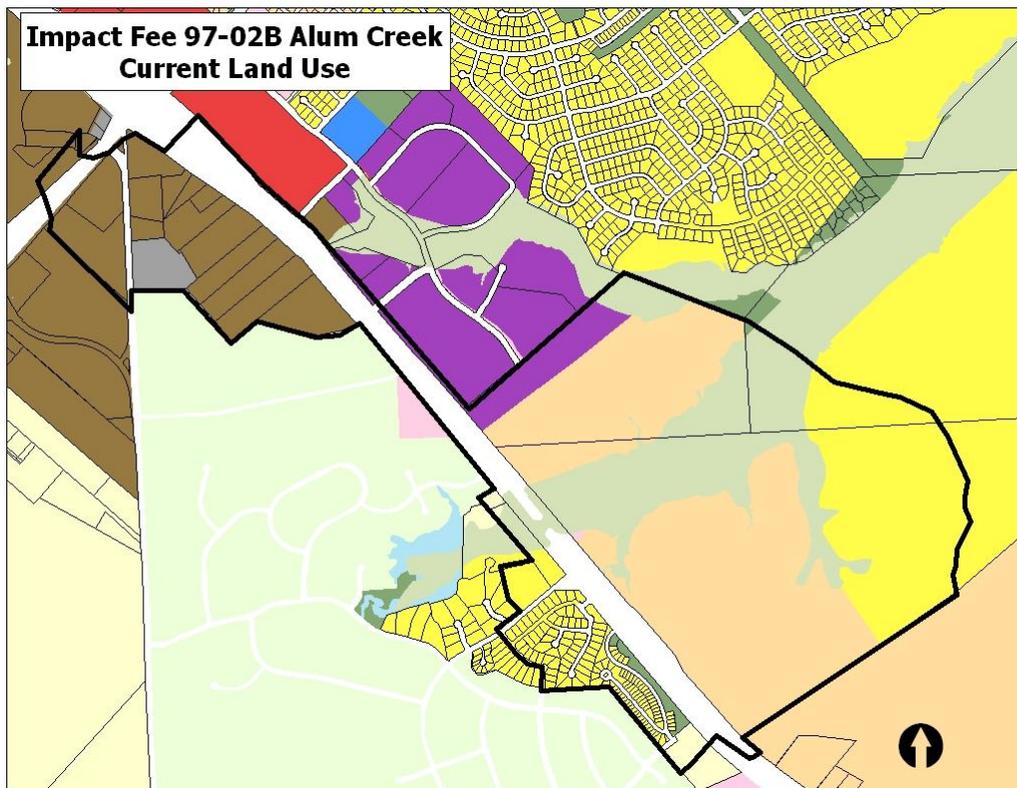
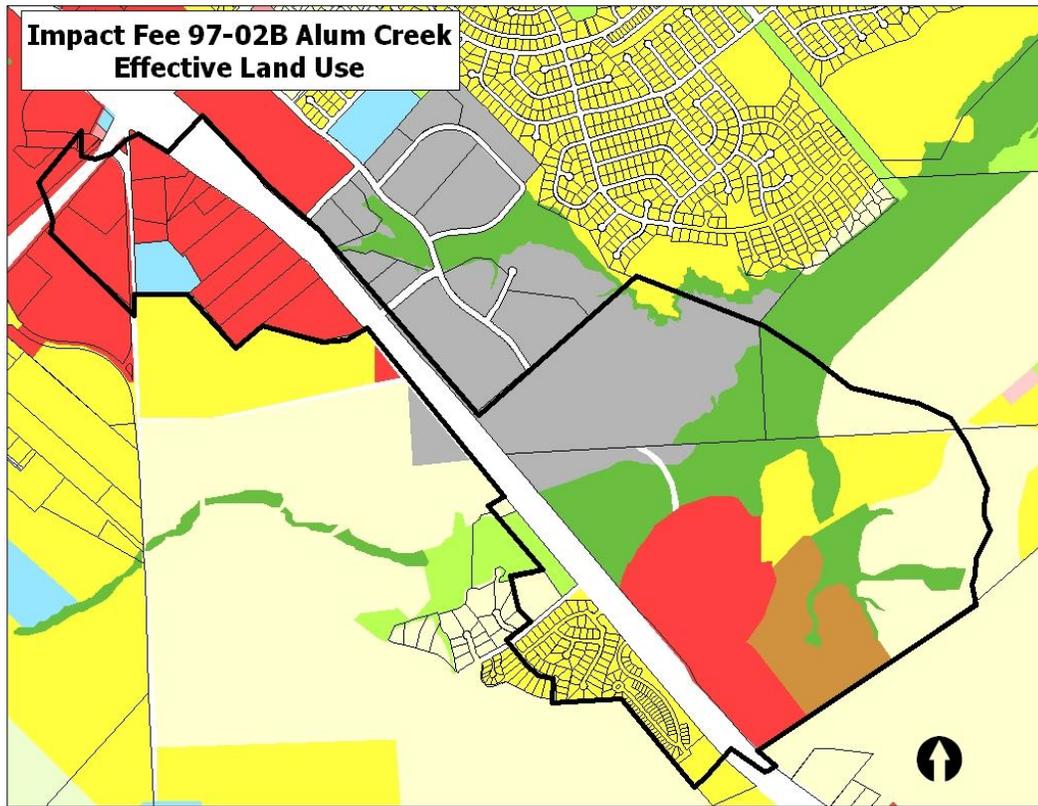
1 inch equals 4,000 feet

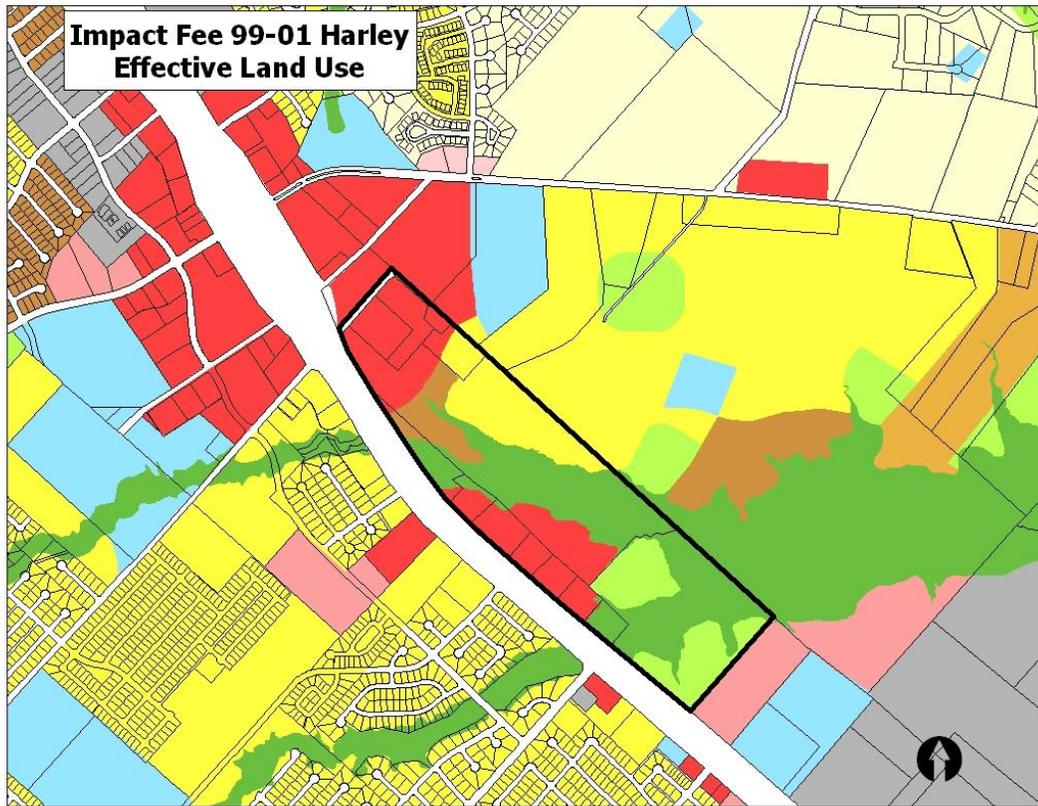


Impact Fee Areas - March 2010



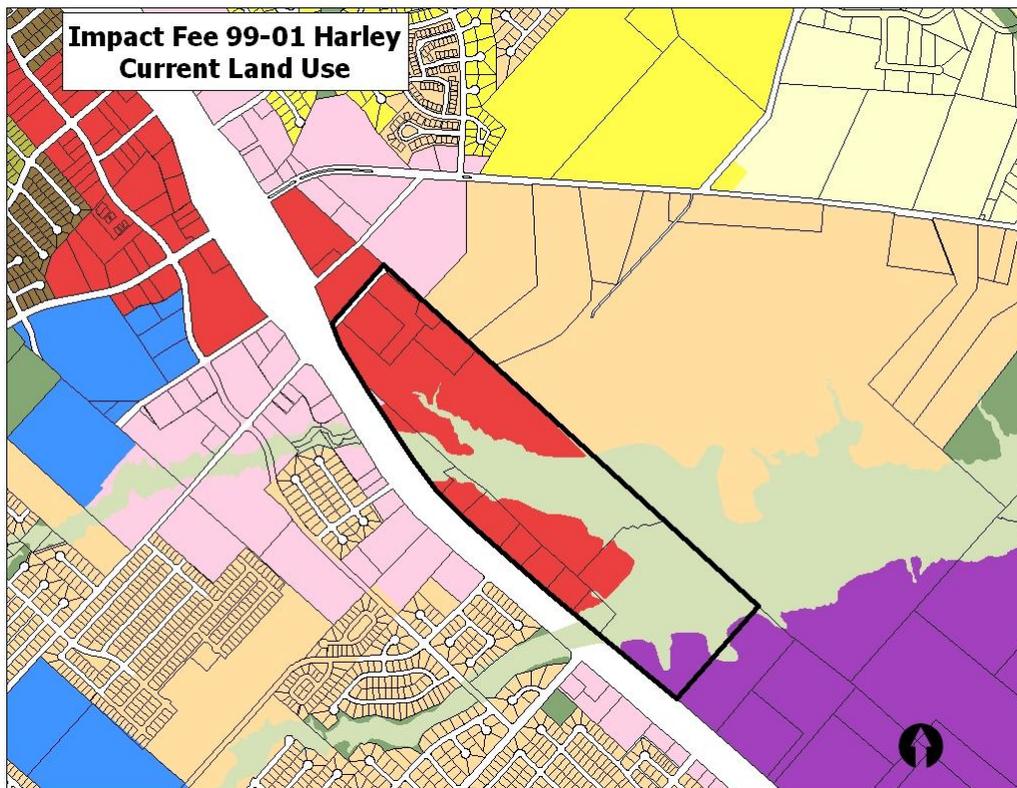






**Legend**

- Civic
- Floodplain and Streams
- Industrial R and D
- Institutional
- Office
- Park
- Planned Development
- Redevelopment
- Residential Attached
- Retail Neighborhood
- Retail Regional
- Rural
- S.F. Residential High Density
- S.F. Residential Low Density
- S.F. Residential Medium Density
- Texas A & M University
- Transitional



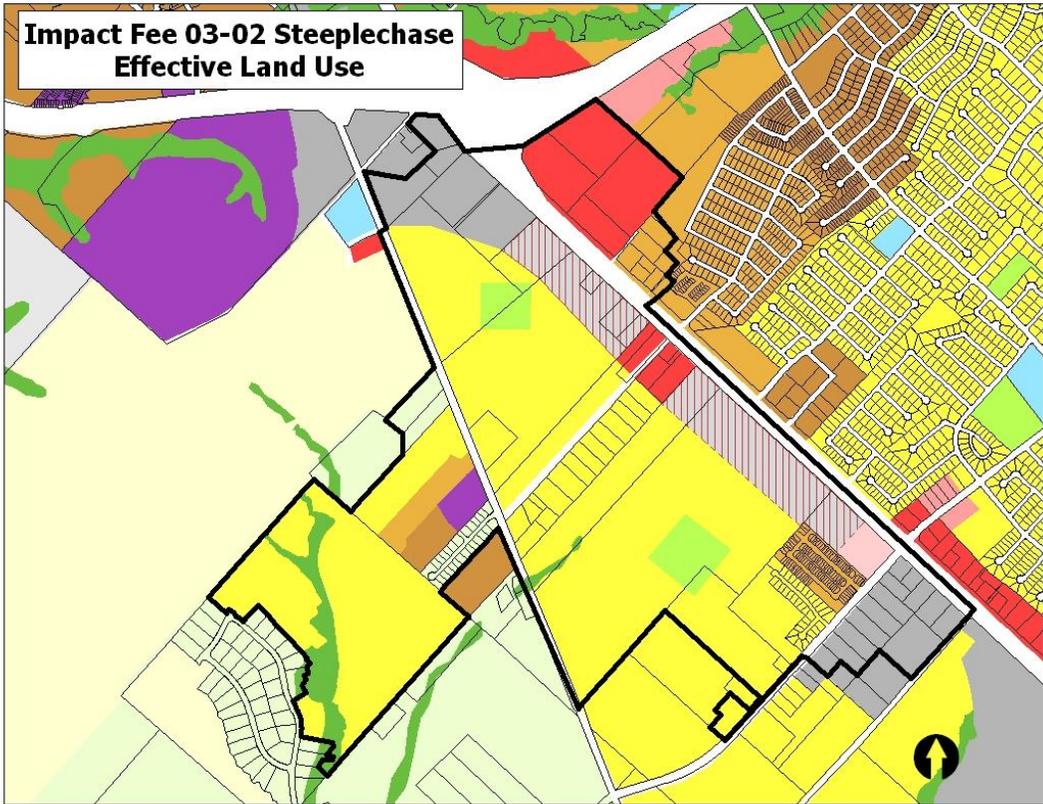
**Legend**

**Land Use Plan**

**FLU-2**

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

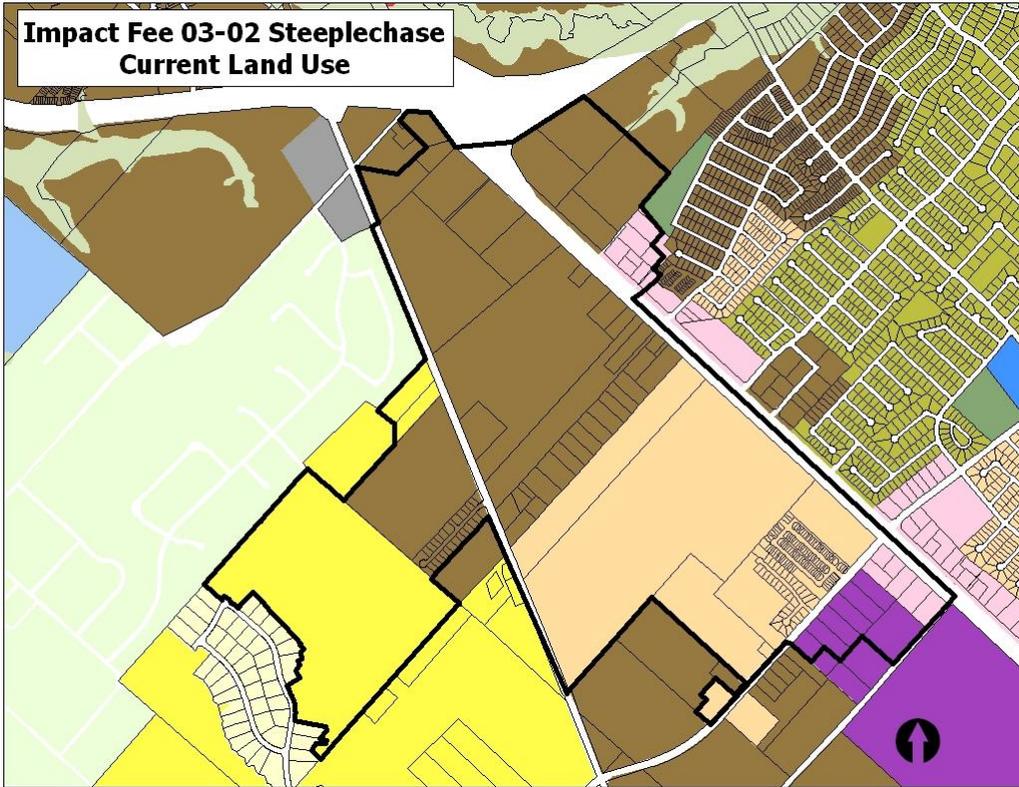
**Impact Fee 03-02 Steeplechase  
Effective Land Use**



**Legend**

- Civic
- Floodplain and Streams
- Industrial R and D
- Institutional
- Office
- Park
- Planned Development
- Redevelopment
- Residential Attached
- Retail Neighborhood
- Retail Regional
- Rural
- S.F. Residential High Density
- S.F. Residential Low Density
- S.F. Residential Medium Density
- Texas A & M University
- Transitional

**Impact Fee 03-02 Steeplechase  
Current Land Use**



**Legend**

**Land Use Plan**

**FLU-2**

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
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- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



## COMPLIANCE CERTIFICATION LETTER

August 5, 2010

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,

---

Nancy Berry  
Mayor  
City of College Station

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 August 5, 2010, unanimously recommending the required Compliance Certification Letter a copy of which is attached hereto 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. 2010.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



## COMPLIANCE CERTIFICATION LETTER

August 5, 2010

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,

---

Nancy Berry  
Mayor  
City of College Station

**August 26, 2010**  
**City Council Consent Agenda Item No. 2i**  
**Irrigation Water Use Report for July 2010**

**To:** Glenn Brown, City Manager

**From:** David Schmitz, Assistant Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion regarding the monthly report on irrigation water use at city of College Station facilities and properties.

**Relationship to Strategic Goals:** Goal 1.1 – Spending taxpayer money efficiently – efficient use of water for irrigation saves taxpayer money.

**Recommendation(s):** Receive the report and provide directions as appropriate.

**Summary:** This report is presented in furtherance of goals to promote water conservation in City operations. The report contains irrigation water usage for City facilities, park land, and streetscape areas. Each site includes four data points: 1) total usage in FY 2009; 2) total usage for the previous 12 months; 3) a budgeted amount for last month derived from Texas Landscape Irrigation Auditing software; and 4) actual usage for the last month.

The end production of the irrigation water use report is now a project of PARD Staff. The Water Services Staff is still involved in the gathering of the raw data needed for the report. PARD Staff would like to clarify what the City Council's intent is for this report. PARD's current understanding is to show current irrigation water use conservation compared to previous years. If that is the direction of Council, PARD Staff is working on a simplified version of this report that is not as labor intensive and cumbersome as the current one. This new report will be put into use in October 2010 in order to coincide with the Fiscal Year 2011 Budget Cycle.

For the July 2010 report there are several factors that greatly influence the reported numbers. This water budgeting software is a diagnostic tool used to assist with prioritizing sites that would benefit from a full irrigation audit and scheduling recommendation process. Note- irrigation audits take from a few hours to days depending on the size of the system. This water budgeting software uses historical data gathered on the TAMU campus (currently 75 years) to generate an approximate amount of water for a site by month based on a limited number of inputs. It should be noted that this software delivers a very high water budget for each site as it is weighted toward the worst case scenario, and as stated is only a diagnostic tool. The water budgeting software is not designed to indicate how much irrigation water should be applied.

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

**Attachments:**

1. Irrigation Water Use Report- July 2010

**College Station Irrigation Water Use Report  
Parks and Athletic Fields**

**July 2010**

| Site Name                            | Irrigated Acreage | FY 09     | Last 12 months | Last month | Target for month | Remarks   |
|--------------------------------------|-------------------|-----------|----------------|------------|------------------|---|
| Anderson Park- Soccer Fields         | 7.30              | 3,979,000 | 2,972,000      | 701.0      | 701.8            |   |
| Beachy Central Park- Soccer          | 5.20              | 5,585,000 | 2,820,000      | 344.0      | 499.9            | Tournaments underway                                |
| Beachy Central Park- Softball        | 8.60              | 4,681,000 | 2,130,000      | 273.0      | 826.8            | Tournaments underway                                |
| Bee Creek Park                       | 3.70              | 4,307,000 | 3,217,000      | 494.0      | 355.7            | Needs separation of pool, buildings, and irrigation |
| Castlegate Parks                     | 4.40              | 7,357,000 | 3,730,000      | 470.0      | 429.8            |   |
| College Station Business Center      | 5.10              | 6,868,000 | 2,852,000      | 404.0      | 490.3            |   |
| College Station Cemetery             | 15.80             | 2,463,000 | 1,144,000      | 138.0      | 1,519.0          | May not irrigate entire acreage at all times        |
| Eastgate Park                        | 0.83              | 167,000   | 231,000        | 16.0       | 79.8             |   |
| Edelweiss Gartens Park               | 0.04              | 131,000   | 128,000        | 35.0       | 4.0              |   |
| Edelweiss Park                       | 1.07              | 627,000   | 599,000        | 56.0       | 102.9            |   |
| Emerald Forest Park                  | 0.01              | 42,000    | 45,000         | 2.0        | 0.8              |   |
| J & D Miller Park                    | 0.07              | 62,000    | 94,000         | 2.0        | 4.6              |   |
| John Crompton Park                   | 0.07              | 241,000   | 213,000        | 31.0       | 6.7              |   |
| Lemontree                            | 0.80              | 722,000   | 526,000        | 95.0       | 76.9             |   |
| Lions Park                           | 0.01              | 25,000    | 23,000         | 2.0        | 0.5              |   |
| Memorial Cemetery of College Station | 16.70             | 5,979,000 | 6,946,000      | 153.0      | 1,605.5          | May not irrigate entire acreage at all times        |
| Parkway Park                         | 0.06              | 70,000    | 7,000          | 2.0        | 3.8              |   |
| Pebble Creek Park                    | 0.79              | 355,000   | 141,000        | 4.0        | 75.9             | turf zones not operational                          |
| Richard Carter Park                  | 0.15              | 352,000   | 415,000        | 41.0       | 14.4             |   |
| Sandstone Park                       | 0.01              | 165,000   | 223,000        | 1.0        | 0.5              |   |
| Southern Oaks Park                   | 0.02              | 198,990   | 172,000        | 65.0       | 1.2              |   |
| Southwood- Baseball- LL              | 4.58              | 2,598,000 | 2,331,000      | 271.0      | 440.3            |   |
| Southwood- Baseball- Senior          | 3.90              | 2,945,000 | 2,034,000      | 267.0      | 374.9            |   |

|                                    |       |            |            |         |         |  |
|------------------------------------|-------|------------|------------|---------|---------|--|
| Southwood- Hallaran Pool           | 0.47  | 600,000    | 373,000    | 17.0    | 29.4    |  |
| Southwood- Soccer- Adult           | 4.40  | 2,854,000  | 1,923,000  | 269.0   | 423.0   |  |
| Southwood- Soccer- Youth           | 4.90  | 4,615,000  | 3,038,000  | 317.0   | 471.1   |  |
| Steeplechase Park                  | 0.03  | 199,000    | 222,000    | 9.0     | 2.0     |  |
| University Park                    | 0.03  | 383,000    | 430,000    | 35.0    | 2.4     |  |
| Veterans Park and Athletic Complex | 45.00 | 26,939,000 | 16,602,000 | 2,671.0 | 4,326.2 |  |
| Wayne Smith Baseball               | 3.20  | 2,762,000  | 1,939,000  | 373.0   | 307.6   |  |
| Wolf Pen Creek Amphitheater        | 4.90  | 2,763,000  | 2,944,000  | 560.0   | 471.1   |  |
| Wolf Pen Creek Trails              | 2.51  | 2,707,000  | 1,798,000  | 201.0   | 241.3   |  |
| Woodland Hills Park                | 0.28  | 319,000    | 153,000    | 37.0    | 26.7    |  |

TOTAL

94,060,990      62,415,000      8,356.0      13,916.8

**College Station Irrigation Water Use Report  
Municipal Buildings**

**July 2010**

| <b>Facility Name</b>               | <b>Irrigated Acreage</b> | <b>FY 09</b>      | <b>Last 12 months</b> | <b>Last month</b> | <b>Target for month</b> | <b>Remarks</b>                          |
|------------------------------------|--------------------------|-------------------|-----------------------|-------------------|-------------------------|---|
| Chimney Hill                       | 0.50                     | Did not exist     | 25,000                | 13.0              | 48.1                    |   |
| City Hall                          | 1.83                     | 2,144,000         | 798,000               | 112.0             | 175.9                   |   |
| Economic and Community Development | 0.45                     | 263,000           | 161,000               | 15.0              | 43.0                    |   |
| Fire Station 1                     | 0.53                     | 242,000           | 183,000               | 23.0              | 51.1                    |   |
| Fire Station 2                     | 0.53                     | 492,000           | 309,000               | 34.0              | 51.1                    | Irrigation and domestic seperated 12/09 |
| Fire Station 3                     | 1.00                     | 696,000           | 981,000               | 164.0             | 96.1                    |   |
| Fire Station 5                     | 1.10                     | 1,532,000         | 640,000               | 83.0              | 105.8                   |   |
| Forestry Maint Shop                | 0.16                     | 283,000           | 145,000               | 15.0              | 15.4                    |   |
| Larry Ringer Library               | 1.63                     | 1,702,000         | 680,000               | 88.0              | 171.3                   |   |
| Lincoln Center                     | 0.46                     | 868,000           | 459,000               | 122.0             | 44.4                    |   |
| Municipal Court                    | 2.40                     | 1,989,000         | 714,000               | 152.0             | 230.7                   |   |
| Northgate Parking Garage           | 0.30                     | 149,000           | 238,000               | 33.0              | 29.1                    |   |
| Northgate Promenade                | 0.13                     | 130,000           | 130,000               | 15.0              | 12.1                    |   |
| P Op- West District Maint Shop     | 0.22                     | 184,000           | 110,000               | 18.0              | 21.2                    |   |
| Police Dept- Cy Miller Park        | 1.77                     | 87,000            | 490,000               | 54.0              | 170.2                   |   |
| Public Work Center                 | 2.11                     | 2,174,000         | 820,000               | 76.0              | 202.9                   |   |
| Utility Customer Service           | 2.30                     | 1,403,000         | 661,000               | 75.0              | 221.1                   |   |
| Utility Service Center             | 1.82                     | 2,299,000         | 624,000               | 27.0              | 175.0                   | System has been off for repairs         |
| <b>TOTAL</b>                       |                          | <b>16,637,000</b> | <b>8,168,000</b>      | <b>1,119.0</b>    | <b>1,864.5</b>          |   |

**College Station Irrigation Water Use Report  
Irrigated Medians and Right of Way**

**July 2010**

| Site Name                             | Irrigated Acreage | FY 09                          | Last 12 months | Last month | Target for month | Remarks     |
|---------------------------------------|-------------------|--------------------------------|----------------|------------|------------------|-------------|
| Barron Rd Streetscape                 | 0.41              | Did not exist                  | 496,000        | 93.0       | 39.4             |             |
| Dartmouth medians                     | 0.51              | 723,000                        | 665,000        | 146.0      | 49.4             |             |
| Dominik median @ Glen Haven           | 0.01              | 20,000                         | 22,000         | 0.0        | 1.0              |             |
| Eagle Ave Streetscape                 | 0.04              | Did not exist                  | 209,000        | 36.0       | 3.8              |             |
| George Bush Dr E: Texas to Dominik    | 0.19              | 565,000                        | 165,000        | 12.0       | 18.0             |             |
| Hereford & Winding median             | 0.01              | 13,000                         | 14,000         | 1.0        | 1.2              |             |
| Krenek Tap Crossing                   | 0.05              | 111,000                        | 122,000        | 9.0        | 4.6              |             |
| Rock Prairie Rd medians               | 0.01              | 103,000                        | 17,000         | 0.0        | 1.1              |             |
| Tarrow St medians                     | 0.27              | 531,000                        | 208,000        | 25.0       | 26.1             |             |
| Texas Av Phase I (University to GBDE) | 0.25              | 2,081,000                      | 764,000        | 96.0       | 24.0             |             |
| Texas Av Phase II (GBDE to FM 2818)   | 0.50              | Did not exist                  | 914,000        | 438.0      | 48.1             |             |
| Univ Drive Medians                    | 0.05              | 198,000                        | 107,000        | 4.0        | 5.1              |             |
| University Dr/SH 6 Tree Planting      | 0.33              | Did not exist                  | 2,548,000      | 520.0      | 240.0            |             |
| W.D. Fitch medians & streetscape      | 1.00              | 1,091,000 for half of the site | 1,541,000      | 328.0      | 96.1             | Stuck valve |
| Welcome Sign- Post Oak Mall           | 0.01              | 36,000                         | 3,000          | 0.0        | 1.1              |             |
| Welcome Sign - Hwy 6                  | 0.01              | 24,000                         | 8,000          | 1.0        | 1.1              |             |

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4,405,000      7,803,000      1,709.0      560.1

**August 26, 2010**  
**Consent Agenda Item No. 2j**  
**Recycling Collection Franchise**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** : Presentation, possible action, and discussion on the first reading of a five (5) year franchise agreement with Texas Commercial Waste for the collection, processing, and marketing of recyclable materials for an annual cost of approximately \$576,420.

**Relationship to Strategic Goals:** Green Sustainable City Goal.

**Recommendation(s):** Staff recommends approval of a five (5) year franchise agreement with Texas Commercial Waste for the collection, processing, and marketing of recyclable materials.

**Summary:** The proposed non-exclusive five (5) year franchise agreement allows for the collection, processing and marketing services for residential recyclable materials generated within the corporate limits of the City of College Station.

RFP #10-43 was opened on June 7, 2010 for the collection, processing, and marketing of residential recyclable commodities. Texas Commercial Waste and Inland Service Corp. were the only two responding firms. Staff reviewed and ranked the proposal based on the complete response to RFP, conformance to requirements, experience, cost of service, and revenue sharing. Based on these criteria, staff recommends awarding the franchise agreement to Texas Commercial Waste. The term of this agreement is for a five (5) year period to begin on October 1, 2010 and ending on September 30, 2015.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

**Budget & Financial Summary:** Currently, Texas Commercial Waste charges the City \$485,000 annually for recycling services. Under the new franchise agreement, the City will pay an annual cost of approximately \$576,240.

At present, the provision of recycling collection services and associated public education programs accounts for \$2.80 out of the \$14.40 monthly sanitation fee charged to each customer. Funding for the cost of the franchise agreement is budgeted in the Sanitation Fund, Residential Collection Division. **The recycling franchise will not require a sanitation fee increase.**

**Attachments:**

1. Franchise Agreement

**RESIDENTIAL RECYCLING COLLECTION  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE GRANTING TEXAS COMMERCIAL WASTE ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF PROVIDING RECYCLABLE COMMODITIES COLLECTION TO DESIGNATED SINGLE-FAMILY, DUPLEX, FOURPLEX, AND HANDICAP RESIDENTIAL LOCATIONS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; AND FOR PARTIAL INVALIDITY.

**WHEREAS**, the City of College Station, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste aggregated from within the corporate limits of the City of College Station including, but not limited to recyclable commodities; and

**WHEREAS**, the City of College Station may, pursuant to the College Station City Charter, Article XI, grant franchises to other entities for the use of public streets, alleys, and thoroughfares within the corporate limits of the city and for the collection and disposal of solid waste generated from within the corporate limits of the City of College Station; and

**WHEREAS**, the City of College Station desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection of certain recyclable commodities that are generated from specified single-family, duplex, and fourplex residential locations within the corporate limits of the City of College Station; and

**WHEREAS**, Texas Commercial Waste, is engaged in the business of collection and resale of recyclable commodities and is requesting a franchise to operate its business within the City limits of the City of College Station; and

**WHEREAS**, the City of College Station hereinafter referred to as "City", believes it is in the best interest of College Station to grant this franchise to Texas Commercial Waste, hereinafter referred to as "Contractor", on such terms and conditions as will provide College Station with control and options necessary to provide for the public good; now, therefore,

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

**ARTICLE I  
DEFINITIONS**

**1.1** For the purposes of this Ordinance, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Ordinance shall be given their common and ordinary meaning. For the purposes of this Ordinance, the following words, terms, phrases and their derivations shall have the meaning given here

**1.2 Agreement** shall mean this franchise between City and Contractor for the collection of certain recyclable commodities within the jurisdictional limits of the City, under certain terms and conditions set out herein.

**1.3 Approved Number of Households** shall mean the maximum number of households that will be served pursuant to the terms of this Agreement, which number is to be determined by the City's Representative based on City building and development reports.

**1.4 Bags** shall mean weatherproofed clear plastic sacks, minimum 2 millimeters thick, with an identifying mark, which will have the capacity to hold fifty (50) pounds of recyclable commodities in each sack and that are designed to store recyclables with sufficient wall strength to maintain physical integrity when lifted by the top. The used bags must be recycled.

**1.5 Brazos Valley Solid Waste Management Agency or BVSWMA** shall mean a permitted municipal solid waste facility jointly owned by the Cities of Bryan and College Station and operated by the City of College Station on behalf of the cities as authorized by an interlocal agreement or as it may change.

**1.6 City** shall mean the City of College Station, a Texas Home Rule Municipal Corporation.

**1.7 City Council or Council** shall mean the governing body of the City.

**1.8 City's Representative** shall mean the Director of Public Works of the City or his designated appointee.

**1.9 Collection** shall mean the scheduled aggregation of recyclables by Contractor according to the terms governing scheduling contained in this Agreement

**1.10 Contractor** shall mean Texas Commercial Waste who is authorized under this Franchise for the collection of recyclable commodities.

**1.11 Contaminated** shall mean recyclable commodity that is mixed with solid waste or is altered in such a way that it has become unsalable.

**1.12 Customers** shall mean occupants of those designated single-family, duplex, and fourplex residences, that are located within the City limits and that generate recyclable materials.

**1.13 Designated Single-Family, Duplex and Fourplex Residences or Designated Households** shall mean all single-family, duplex, and fourplex residences within the corporate limits of the City designed as residential structures, housing the members of either one, two, or four families that receive utility service from the City.

**1.14 Force Majeure** shall mean, without limitation, by the following enumeration, acts of God and the public enemy, the elements, fire, or accidents.

**1.15 Franchise** shall mean this ordinance and all rights and obligations established herein or as it may be amended.

**1.16 Parties** shall mean the City of College Station and Texas Commercial Waste.

**1.17 Recyclables or Recyclable Commodities** shall mean materials that have been recovered from the solid waste stream for the purposes of reuse or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable commodities or recyclables are not solid waste unless they are abandoned or disposed rather than reprocessed into another product. The recyclable commodities or recyclables encompassed by this Agreement are set forth in **Addendum "A"** to this Agreement.

**1.18 Residue** shall mean the material regularly associated with and attached to recyclable commodities, as a part of the original packaging or usage of that commodity, that is not recyclable itself.

**1.19 T.A.C.** shall mean the Texas Administrative Code as it now exists or as it is hereinafter amended.

**1.20 T.C.E.Q.** shall mean Texas Commission for Environmental Quality.

**ARTICLE II  
GENERAL DESCRIPTION OF SERVICES  
TO BE PROVIDED BY CONTRACTOR**

**2.1** For and in consideration of the use of the City's rights-of-way, streets, alleys, highways, avenues, and thoroughfares for the limited purpose contained herein as well as in consideration of the covenants and conditions herein set forth and the Ordinances and Regulations of City governing the collection and disposal of recyclable commodities, Contractor shall provide collection of certain recyclable commodities specified herein from designated single-family, duplex, and fourplex residences within the corporate limits of the City. Additionally, Contractor shall provide all reasonable, adequate and necessary supervision, supplies, equipment, labor, insurance, and other skills and property required to fulfill each of its obligations under this Agreement

**2.2** The franchise fee, as provided in Article VI herein shall be in lieu of any and all other City imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exactions or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within the City) or permits upon or relating to the business, revenue, franchise, equipment, and other facilities of Contractor and all other property of Contractor and its activities, or any part thereof, in the City which relate to the operation of Contractor recycling collection business.

### **ARTICLE III AUTHORITY FOR CONTRACTOR TO PROVIDE SERVICE**

**3.1** City hereby grants to Contractor a nonexclusive franchise to operate and establish in the City, as constituted as of the effective date of this Agreement, or as may hereafter be constituted to collect recyclable commodities from all designated single-family, duplex, and fourplex residences within the corporate limits of City, not to exceed the approved number of households as defined herein, using clear plastic bags that have the specifications set forth in this Agreement and that are to be provided by Contractor, and Contractor is hereby granted passage and right-of-way on, along and across the streets, avenues, rights-of-way, alleys, and highways within the corporate limits of the City, for any such service and lawful purpose as herein mentioned; provided that all such work, activity and undertakings by Contractor shall be subject to the terms and provisions of this Franchise and the continuing exercise by the City of its governmental and police powers, and provided further that nothing herein shall be construed to require or authorize Contractor to exceed any rights granted herein or by the TCEQ.

**3.2** Nothing in this Franchise shall be construed as granting an exclusive franchise or right.

### **ARTICLE IV COMMODITIES TO BE COLLECTED**

**4.1** Contractor shall collect and dispose of, according to the terms of this Agreement, all of the recyclable commodities set forth in **Addendum "A"** to this Agreement. Recyclables may be added to or deleted from the Addendum only by a written and signed agreement of the parties. Deletion of a recyclable from the Addendum will be approved by the City upon a determination by the City's Representative that the market price for that recyclable has declined to the point that it is no longer economically advantageous to collect, process, and sell the recyclable. Contractor shall not be authorized to begin collection of any additional recyclable commodities until the parties have agreed on the percentage return to be paid to City upon the sale of such recyclables.

**ARTICLE V  
DISPOSAL SITE TO BE USED**

**5.1** It is anticipated that Contractor will sell the recyclable commodities in accordance with Article VII of this Agreement. Failing such marketing or sale, and unless approved otherwise in writing by City, Contractor shall utilize the BVSWMA landfill located on Rock Prairie Road, College Station, Texas, or any other T.C.E.Q. approved disposal site. The Contractor shall only use disposal sites that are lawful for municipal solid waste disposal and for disposal of all contaminated, unmarketable recyclable commodities, or the residue from such recyclables, collected by Contractor from within the corporate limits of the City. Materials rejected for resale by Contractor because they do not meet the resale market's criteria for recycling or because they are contaminated shall be accepted at the BVSWMA landfill at no additional cost to Contractor.

**ARTICLE VI  
RATES TO BE CHARGED BY CONTRACTOR**

**6.1** City shall pay to Contractor for the cost of recyclable collection Two dollars and forty – five cents (\$2.45) per month per designated household for collection from designated households. Said payment shall be paid on City's receipt of a monthly invoice from Contractor. Payment shall be made within thirty (30) calendar days of the City's receipt of said invoice. The first invoice shall be sent to City no later than the twentieth (20th) calendar day following the end of the first calendar month of service by Contractor. Subsequent invoices to be sent to City no later than the twentieth (20th) calendar day of each month thereafter. Said invoice shall be a gross billing showing the number of single-family, duplex, and fourplex residences within the City served in the previous month by Contractor, the per unit charge(s), and the total invoice amount. The amount billed by Contractor to City shall be for service to all single-family, duplex, and fourplex residences located within the corporate City limits, not to exceed the approved number of households as defined herein.

**6.2 Rate Modifier** – The rate of compensation to the Contractor during the term of this franchise may be adjusted annually. The rate of compensation for each annual period shall be the rate of compensation for the previous year adjusted for the annual period by 100% of the 12 month increase or decrease of the published Consumer Price Index-All Urban Consumers, Series ID: CUSR0000SEHG02 Garbage and Trash Collection, published by the United States Department of Labor, Bureau of Labor Statistics (the CPI).

- a. The Contractor shall submit to the City in writing all proper documentation that would justify a rate adjustment.
- b. The Contractor shall submit the documents to the City before on or before April 30<sup>th</sup> of each year of this franchise.
- c. Any adjustment of the rate will be an amendment to this franchise and must be in writing and approved and signed by both parties and will go into effect October 1<sup>st</sup> of the same year the request for a rate adjustment was made to the City.

**6.3** Contractor understands that recyclable commodities collection service is provided to residents of the City of College Station through the City utility department. As new utility

customers are added to the City's billing, the City shall notify Contractor of the additional customers who shall then become a designated household for purposes of this Agreement. Contractor shall begin collection service for newly added designated households within one week of receipt of notice that the household has been added to the City's utility billing. It shall be Contractor's responsibility to deliver bags to newly designated households in advance of the first collection date for each household.

## ARTICLE VII SALE OF RECYCLABLES

7.1 Contractor agrees that all recyclable commodities that it collects and that have value will be sold to certified recycling vendors, brokers, toll end users, or recycling manufacturers. Contractor also agrees that all of the saleable recyclable commodities that it receives shall be recycled into usable products. Contractor further agrees that in no case will any uncontaminated recyclable commodities collected under this Agreement be deposited in a landfill.

7.2 Contractor shall pay proceeds to the City for recyclable commodities collected based on the percentage of revenue recovery set forth for each recyclable in **Addendum "A"**. The percentage paid to the City shall be based on the following market indices:

- a. **Paper:** set by the National Mill Buyers and Paper Recyclers in the publication called the "yellow sheet" or "OBM."
- b. **Metals:** indices set by the American Metals Market, based in New York, N.Y.
- c. **Glass:** index price set by Owens.
- d. **Other commodities:** industry index price standards.

7.3 An index specific to this region may be substituted for any recyclable commodity if written consent is obtained from the City's Representative.

7.4 Contractor shall utilize its best efforts in finding the best available markets for the sale of the recyclable commodities collected under the terms of this Agreement. Payment of said revenues shall be tendered to City by Contractor along with the monthly report required to be submitted by Contractor under the terms of this Section. Contractor guarantees timely payment of such revenues.

7.5 In the event that the Contractor fails to make any required payments to the City in a timely manner and in accordance with the terms of this Agreement, Contractor shall be required on demand by the City's Representative to post a deposit with City within twenty-four (24) hours, either by cash or assignment of certificate of deposit, in an amount equaling one-third (1/3) of the amount then due to the City. Failure to post the required deposit shall constitute a breach of this Agreement subject to the termination procedures provided in Article XIX herein. In the event that full payment of the balance due is made by the Contractor within ten (10) days of the date upon which the deposit is required to be posted with the City, then the deposit shall be applied to the balance due to the City. In the event that full payment is not made of the balance due to the City within ten (10) days of the date upon which the deposit is required to be posted

with the City, then the City may terminate this Agreement at its option and apply the deposit toward the outstanding balance of payments due as well as the costs of collection or enforcement of this Agreement.

7.6 If, during the term of this Agreement, alternate pricing for the sale of recyclable commodities can be identified that is more advantageous to the City, City shall advise Contractor in writing of this pricing. If the Contractor does not make good faith efforts to alter its resale arrangements such that it can pay City for recyclables under the more advantageous pricing structures, such failure by the Contractor shall constitute grounds for termination of this Agreement, and the City may notify Contractor under the applicable provisions of this Agreement of its intent to terminate this Agreement.

### ARTICLE VIII REPORTING REQUIREMENTS

8.1 Along with the payment to the City of the City's agreed share of revenue from the sale of the recyclable commodities, Contractor shall provide a Monthly Recycling Activity Report to City that shall be due to the City no later than the twentieth calendar day of each month summarizing the recycling activity for the previous calendar month. Contractor's report shall include the following information:

- a. The amounts of recyclable commodities collected, broken down according to date, route and type of material.
- b. Summaries of tonnage of all recyclable commodities collected, broken down by type of material.
- c. Summaries of tonnage of all recyclable commodities sold, broken down by type of material.
- d. Market price for each type of material collected and/or sold.
- e. Reports of all complaints and investigations concerning the Contractor and actions taken by Contractor in response thereto.
- f. A listing of monthly revenue derived from recyclables collected in the City under the terms of this Agreement.
- g. Such information concerning the business of collection, processing and marketing of recyclable materials as may be required by the City's Representative.
- h. The amount of recyclables collected, but not sold and the disposition of those commodities (landfill, being held, etc.).

8.2 Each monthly report shall include a statement from Contractor that all recyclable commodities that have value are actually sold to certified recycling vendors, brokers, toll end users or recycling manufacturers, that all of the salable recyclable commodities that it receives are recycled into usable product and that in no case will any uncontaminated recyclable commodities collected under this Agreement be deposited in a landfill.

**ARTICLE IX  
INSPECTION OF RECORDS AND OPERATIONS**

**9.1** The City shall have the right to inspect the facilities, equipment, personnel, and operations of the Contractor to assure itself of the appearance, sound business operations and compliance with contractual provisions by the Contractor. The City shall have the right to inspect Contractor's records and all papers relating to the performance of this Agreement, including, but not limited to information concerning the quality of recyclables collected, quantity of recyclables collected and sold, number of designated households served, gross amounts paid to Contractor from sale of recyclables, as well as amounts paid by Contractor for recycling collection equipment. Contractor shall follow T.C.E.Q. guidelines regarding retention of records. Further, City shall have access to information regarding Contractor's markets and prices paid for each type of material sold. To the extent authorized by the Texas Public Information Act, Texas Government Code §552.001 (Vernon 2009) hereinafter as amended, all information obtained by City shall remain confidential. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations or records.

**ARTICLE X  
COMPLAINTS REGARDING SERVICE/SPILLAGE**

**10.1** Contractor shall make provision for receiving and resolving customer complaints and service issues pertaining to service under this Agreement. Except for calls from customers concerning missed collections, any complaints received by City shall be forwarded to Contractor within seventy-two (72) hours of their receipt by City, and Contractor shall respond to all complaints within forty-eight (48) hours of receiving a complaint from a customer or notice of a customer complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to City in accordance with Section VIII of this Agreement.

**10.2** In the event that a customer notifies the City or the Contractor that his recyclable commodities were not collected at the scheduled time, then Contractor must collect those recyclables from that customer within twenty-four (24) hours of the time the Contractor is made aware of the customer's notification. Any missed collection, whether real or alleged, shall be the collection responsibility of the Contractor.

**10.3** Should the City receive ten (10) customer complaints within a forty five (45) day period, Contractor will be assessed a charge of One Hundred Dollars (\$100.00). Complaints are to be verified by the Contractor and the Director of Public Works. The charge shall be deducted from the Contractor's monthly invoice.

**ARTICLE XI  
COMPLIANCE WITH APPLICABLE LAWS**

**11.1** This ordinance shall be construed in accordance with the City's Charter and Code of Ordinances in effect on the Effective Date of this ordinance to the extent that such City Charter and Code of Ordinances are not in conflict with or in violation of the Constitution and Laws of the United States or the State of Texas.

**11.2** This Ordinance shall be governed in accordance with the Laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**11.3** Notwithstanding any other provision in this franchise to the contrary, City and Contractor shall at all times comply with all laws, rules, and regulations of the state and federal government and any administrative agencies thereof, with respect to the subject matter of this Ordinance.

**11.4** In the event that the Contractor uses BVSWMA for disposal of materials that are collected under this Agreement, the Contractor agrees to comply with all BVSWMA regulations. All collections made under this Agreement shall be made by Contractor without unnecessary noise, disturbance, or commotion.

**ARTICLE XII  
COLLECTION PROCEDURES**

**12.1** The Contractor shall provide bags for the recyclable materials to be collected under this Agreement. The City shall be responsible for educating the customers concerning the procedures for collection of recyclables. Under no circumstances shall Contractor cause to be placed or place bags on public streets, alleys, or thoroughfares without the prior approval of the City's Representative.

**12.2** Contractor shall initially provide and distribute to each designated household a sufficient supply of bags for the purpose of segregation and storage of materials to be collected for recycling. Contractor shall provide additional bags to the customer in an efficient and timely manner through a reorder tag system and through a telephone order system. Contractor shall provide bags to customers within one week of receiving a reorder request from a customer. Contractor shall not be required to provide designated households additional bags, if it is determined by City that the household requesting additional bags is using them for purposes other than those set out in this Agreement.

**12.3** Contractor shall collect bags containing source separated recyclable commodities that are placed on the curb in front of each designated household, for collection during regular City solid waste collection hours of operation. Contractor shall use open bed trucks, trailers or compaction trucks, or any combination thereof, for collection of the recyclables. Contractor shall collect recyclables according to a collection schedule, including routes, that has been submitted to the City's Representative for approval. Once a collection schedule has been approved, Contractor may only collect recyclables in the manner dictated by that schedule, unless otherwise approved

in writing by the City's Representative. The schedule shall divide the City into five areas and provide a collection route for each area. One route is to be collected on each weekday, and each route shall be collected once per week regardless of weather conditions. However, in the event of severe weather or a City designated emergency, the City's Representative may suspend Contractor's collection activities for as long as necessary. Collection of recyclables may not commence before 8:00 A.M., and Contractor shall use best efforts to complete collection by 5:00 P.M., but in no event shall Contractor perform collection activities between 8:00 P.M. and 8:00 A.M. on any day.

**12.4** In the event that the Contractor wishes to alter an approved collection method, routes, or schedules then existing, the change must be approved in writing by the City's Representative. Once said change is approved, Contractor must provide notice to each designated household at its expense and in a manner that is approved by the City's Representative.

**12.5** In the event that a scheduled collection day falls on an official holiday recognized by the City then recycling collection services may be cancelled on that date. When a scheduled collection is missed due to the observance of such a holiday, the Contractor shall notify the affected customers of the holiday taken by the Contractor and shall notify those customers of the make-up collection date. Said notification shall occur no less than forty-eight (48) hours in advance of the holiday and shall be approved in advance by the City's Representative. A holiday schedule shall be provided six to nine months in advance by the Contractor to the City in order to determine what days the Contractor will observe and not provide the collection services. A scheduled route shall not be missed more than one week in a row.

**12.6** Contractor shall notify the City's Representative within sixty (60) minutes of any scheduled delay in the collection process. Such notice shall be accompanied by Contractor's proposal for completing the scheduled work within a reasonable time. Said proposal shall be subject to approval by the City's Representative.

**12.7** Contractor shall maintain equipment to perform its obligations under this Agreement that is acceptable to City, with sufficient carrying capacity for the efficient collection of recyclables from designated households. Contractor shall maintain a constant available inventory of at least three thousand (3,000) prepared recycling kits at Contractor's facility.

### **ARTICLE XIII OWNERSHIP OF RECYCLABLES**

**13.1** At any time after recyclable commodities have been placed outside for collection, such recyclable commodities shall be considered transferred to City for the purpose of sale or other disposal pursuant to the terms of this Agreement. Only the customer who placed said recyclable commodities outside for collection may take back such materials as the customer desires until such recyclable commodities have been collected by Contractor. If there is a problem with the recyclable commodities placed out for collection, the Contractor shall notify the customer about the problem by leaving a door tag indicating the problem. At the time that the recyclables are collected by the Contractor, ownership of said recyclables shall transfer from the City to the

Contractor, subject to a lien in favor of the City for any payment owed to City under this Agreement.

**ARTICLE XIV  
TRANSPORTATION OF RECYCLABLES**

**14.1** The Contractor shall only transport collected recyclables for storage, processing, disposal or other necessary handling to locations and in a manner permitted by the terms of this Agreement as well as federal, state, and local law. The parties agree that this Agreement does not authorize Contractor to utilize the streets, alleys, or public ways to dispose of industrial or solid waste or waste from any other project under contract.

**14.2** Contractor agrees that during transport of recyclable commodities, all vehicles used by Contractor in the removal of recyclable materials shall be covered to prevent release of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Franchise shall be in good condition and repair. A standby vehicle shall be available at all times for transport of recyclables. Contractor's vehicles shall at all times be clearly marked with Contractor's name and phone number in letters and numbers not less than three (3) inches in height. Only labeled vehicles shall collect in designated routes.

**ARTICLE XV  
PROCESSING FACILITIES**

**15.1** The Contractor's processing facility shall have sufficient capacity to handle the volume of recyclable commodities collected under this Agreement. The facility must be equipped to process all recyclable commodities in a safe and efficient manner within a reasonable amount of time.

**15.2** The Contractor shall make a monthly report of customer materials collected by the Contractor that are refused by the processing facility. The report shall be submitted to the Director of Public Works. These materials shall be disposed of at BVSWMA landfill or any other T.C.E.Q. approved disposal site and should only include materials rejected from the processing facility that were collected from the City's customers.

**ARTICLE XVI  
APPEARANCE OF EQUIPMENT AND PERSONNEL**

**16.1** The Contractor shall ensure that the collection service equipment is attractively painted and that said equipment is washed at least one time per week. Collection service personnel shall work in a City approved uniform. The City shall have the right to inspect and approve appearance of collection service equipment and personnel.

**16.2** The appearance of recycling collection service equipment and personnel is important to the City because the equipment and personnel are seen on a daily basis by the customers and citizens of the City.

**16.3** Any and all equipment used for collection within the City limits must be clearly marked and on each side of the vehicle with the Contractor's name. Only labeled vehicles shall collect in designated routes. The collection service personnel should be in some type of City approved uniform to include, at a minimum, matching shirts with blue jeans or other standard.

## **ARTICLE XVII TERMINATION**

**17.1** In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by Contractor shall include, but not be limited to, the following:

- a. Failure to pay the fees prescribed by Article VI.
- b. Failure to materially provide the services provided for in this Franchise.
- c. Material misrepresentation of fact in the application for or negotiation of this Franchise.
- d. Conviction of any director, officer, employee, or agent of Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise.
- e. Material misrepresentations of fact knowingly made to City with respect to or regarding Contractor's operations, management, revenues, services or reports required pursuant to this Franchise.
- f. Revocation or denial of registration or renewal of registration by TCEQ.
- h. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure.

**17.2** The Contractor shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers, or employees.

**17.3** City may after a hearing as described herein, revoke and cancel the Franchise by and between the parties and said Franchise shall be null and void. City shall mail notice to Contractor, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and Contractor shall be allowed to present evidence and be given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the City.

**17.4** No term or provision of this Agreement shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

**ARTICLE XVIII  
NON-EXCLUSIVITY OF THE FRANCHISE**

**18.1** Both parties understand and agree that nothing in this Agreement conveys to Contractor an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive. The parties agree and acknowledge that the City may enter into a contract with another party for the disposal of solid waste or recyclable commodities not covered by the terms of this Agreement. The parties further agree that, in the event that the City develops other services or programs that result in commodities that may be recycled, including but not limited to multifamily structure recycling or commercial recycling, the City shall have the option to market these commodities through Contractor but the City shall not be obligated to do so. In the event that City and Contractor reach an agreement on the terms for recycling these additional commodities, such terms shall be incorporated into this Agreement by addendum.

**ARTICLE XIX  
TERMINATION OF INDIVIDUAL SERVICE**

**19.1** In the event that Contractor terminates service to any customer, Contractor must notify City by certified mail within forty-eight (48) hours of termination and state the reason for such termination. Upon written notice from the City's Representative that he or she does not find that the customer's service was terminated for good cause, Contractor shall reinstitute service for that customer immediately, and the failure to do so may be considered grounds for termination of this Agreement by the City. The parties agree that the City's Representative shall be the final arbiter regarding whether the Contractor had good cause for termination of service to a customer.

**ARTICLE XX  
RECEIVERSHIP AND BANKRUPTCY**

**20.1** The Council shall have the right to cancel this Franchise one hundred twenty days (120) after the appointment of receiver or trustee to take over and conduct the business of Contractor, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty days, unless:

- a. Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this franchise and remedied all defaults there under; or
- b. Such receiver or trustee, within one hundred twenty days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

**ARTICLE XXI  
RELEASE AND INDEMNIFICATION**

**21.1 CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES 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, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PERSON, CONTRACTOR, OR AN EMPLOYEE OF EITHER OF THE PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES, CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF THIS FRANCHISE TO CONTRACTOR, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE.**

**21.2 CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD CITY 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 ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, AND FOR DAMAGE TO ANY PROPERTY, OUT OF OR IN CONNECTION OPERATION OF CONTRACTOR'S RECYCLING BUSINESS UNDER THIS FRANCHISE AND DISPOSAL OF THE RECYCLED WASTE COLLECTED BY IT OR RESALE, AND ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, WHETHER THE CONTRACTOR'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES, AND WHETHER THE CITY'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED FOR HEREINABOVE IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF BOTH THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, AND THE CONTRACTOR'S NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

**21.3 CONTRACTOR ASSUMES RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS, TOUCHING UPON THE MAINTENANCE OF A SAFE AND PROTECTED WORKING ENVIRONMENT, AND THE SAFE USE AND OPERATION OF MACHINERY AND EQUIPMENT IN THAT WORKING ENVIRONMENT.**

**ARTICLE XXII  
INSURANCE**

**22.1** For the duration of this Agreement, Contractor shall procure and maintain at its sole cost and expense insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the terms of this Agreement by Contractor, its agents, representatives, volunteers, employees, or subcontractors.

**22.2** Contractor's insurance 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 Contractor's insurance and shall not contribute to it.

**22.3** Contractor shall include any and 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.

**22.4** Certificates of Insurance and endorsements shall be furnished to City and approved by City before work commences. During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

**a. Standard Insurance Policies Required**

1. Commercial General Liability
2. Business Automobile Liability
3. Workers' Compensation

**b. General Requirements Applicable to All Policies**

1. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
3. "Claims Made" policies are not accepted.
4. 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.
5. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
6. 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.

**c. Commercial General Liability**

1. 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.
2. 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.
3. Coverage shall be at least as broad as ISO form GC 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. 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.

**d. Business Automobile Liability**

1. 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.
2. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
3. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
4. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
5. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
6. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

**e. Endorsements**

1. 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 **Addendum "B"**, and approved by the City before work commences.

**f. Workers Compensation Insurance**

1. 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 worker's 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.
2. Workers compensation insurance shall include the following terms:
  - A. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
  - B. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - C. 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.
3. 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:

**Definitions:**

- A. 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.
- B. 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.
- C. 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.

4. 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.
5. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
6. 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.
7. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - A. 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
  - B. 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.
8. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
9. 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.
10. 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.
11. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - A. 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;
- B. 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;
  - C. 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;
  - D. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - ii. A certificate of coverage, prior to the other person beginning work on the project; and
    - ii. 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;
  - E. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - F. 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
  - G. 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.
12. 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.
13. 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."
- g. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:**

1. The company is licensed and admitted to do business in the State of Texas.
2. 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.
3. All endorsements and insurance coverages according to requirements and instructions contained herein.
4. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**ARTICLE XXIII  
ASSIGNMENT**

23.1 This Agreement and the rights and obligations contained herein may not be assigned by Contractor without the specific prior written approval of the City Council.

**ARTICLE XXIV  
SAFETY**

24.1 The Contractor agrees that all prudent and reasonable safety precautions associated with the performance of this Agreement are a part of the collection techniques for which Contractor is solely responsible. In its execution of its obligations under this Agreement, Contractor shall use all proper skill and care, and Contractor shall exercise all due and proper precautions to prevent injury to any property or person.

**ARTICLE XXV  
AD VALOREM TAXES**

25.1 Contractor agrees to render a list annually of all personal property utilized in its recycling operation services to Brazos County Appraisal District so that said personal property will be subject to ad valorem taxation by the applicable taxing entities.

**ARTICLE XXVI  
NOTICES**

26.1 All notices required to be given by either party to the other party under the terms of this Contract shall be in writing and, unless written notice of a change of address is given, shall be sent to the parties at the addresses following:

**CITY:**

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

**CONTRACTOR:**

Ronald Schmidt, General Manager  
Texas Commercial Waste  
PO Box 645  
Bryan, Texas 77806

**26.2** All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail to the person(s) at the address designated above, or to such other person and/or address that either party subsequently designates as its address for notice. Such designation shall be made by providing thirty (30) days advance written notice to the other party.

**ARTICLE XXVII  
AMENDMENTS**

**27.1** It is hereby understood and agreed by the parties to this Agreement that no alteration or variation to the terms of this Agreement, including all addendums hereto, shall be effective unless made in writing, approved and signed by both parties.

**ARTICLE XXVIII  
SEVERABILITY**

**28.1** If any section, sentence, clause, or paragraph of this Agreement shall be held to be invalid, illegal or unenforceable by a court 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 invalid, illegal or unenforceable provision(s) of this Agreement with valid legal terms and conditions approximating the original intent of the parties.

**ARTICLE XXIX  
AUTHORIZATION TO EXECUTE**

**29.1** The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns as permitted herein.

**ARTICLE XXX  
TERM OF AGREEMENT**

**30.1** The term of this Agreement shall be for a period beginning on October 1, 2010 and ending on September 30, 2015.

**ARTICLE XXXI  
ACCEPTANCE OF AGREEMENT**

**31.1** In accordance with City of College Station City Charter, Section 120, Contractor shall have sixty (60) days, from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary within thirty (30) days from the final adoption of this Ordinance, and upon acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance. Such acceptance shall be typed or printed on the letterhead of Contractor and, with the blank spaces appropriately completed, shall be as follows:

Attn: Public Works Director

Texas Commercial Waste acting by and through its undersigned who is acting with his official capacity and authority, hereby accepts the franchise to operate a recycling collection service within the City of College Station, Texas ("College Station") as said franchise is set forth and provided in Ordinance No. \_\_\_\_\_ (the "Ordinance"). TEXAS COMMERCIAL WASTE agrees to be bound and governed by each terms, provision and condition of the Ordinance, to accept and to give the benefits provided for in the Ordinance in a business like and reasonable manner and compliance with the Ordinance.

By:   
Name: RONALD SCHMITT  
Title: GEN. MGR.  
Date: 7-22-2010

31.2 By accepting this Agreement, Contractor represents that it has, by careful examination, satisfied itself as to the nature and location of the work, the character, quality and quantity of work to be performed, the character of the equipment and facilities necessary to fulfill its obligations under this Agreement, as well as the general and local conditions and all other matters that in any way affect the work to be performed under this Agreement.

**ARTICLE XXXII  
CONTRACTOR'S DILIGENCE AND CARE**

32.1 Contractor shall use reasonable care and diligence in executing its obligations under this Agreement.

**ARTICLE XXXIII  
ENTIRE AGREEMENT**

33.1 It is understood by the parties that this Agreement constitutes the entire agreement between the parties with respect to collection of recyclable commodities from designated households within the City. It is further understood and agreed that there are no other agreements between these parties with regard to the collection and disposal of recyclable commodities from designated households within the City.

**ARTICLE XXXIV  
ENFORCEMENT OF PROVISIONS**

34.1 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 such party thereafter to enforce each and every provision hereof.

**ARTICLE XXXV  
CAPTIONS AND HEADINGS**

**35.1** The captions, section numbers and other such designations appearing in this Agreement are inserted only as a matter of convenience and in no define, limit, construe, or describe the scope or intent of such sections in this Agreement or in any way affect this Agreement

**ARTICLE XXXVI  
PUBLIC HEARING**

**36.1** It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Texas Government Code § 551.001 and that advance public notice of time, place, and purpose of said meetings was given.

First Consideration & Approval on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

Second Consideration & Approval on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

Third Consideration & Approval on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

**PASSED, ADOPTED and APPROVED** by the City of College Station City Council on this the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**TEXAS COMMERCIAL WASTE**

**CITY OF COLLEGE STATION**

By: 

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

Printed Name: Ronald Schmitt

Title: Gen. Mgr.

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

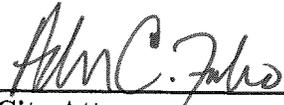
Date: 7/22/2010

**ATTEST:**

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

**APPROVED:**

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

  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

A  
7/22/2010**ADDENDUM A  
RECYCLABLE COMMODITIES**

1. **Aluminum Used Beverage Cans (UBC)**
  - 100% American metal markets – second edition of the month – domestic aluminum producer/UBC price less \$0.19/lb.
2. **Clear Glass (Sorted)**
  - 100% strategic materials – Houston price less \$70.00 per ton
3. **Brown Glass (Sorted)**
  - 100% strategic materials – Houston price less \$70.00 per ton
4. **Newspapers with Ad Slicks (ONP) and Magazines (OMG) (Commingled)**
  - 100% of the high side of the news (8) price S.W. Official Board Markets “Yellow Sheet” second edition of the month less \$70.00 per ton
5. **Steel Food Cans (Tin Cans)**
  - 0% less \$0.075 per lb.
6. **Plastic Bottles SPI Code 1 (PET) (Soda Liter)**
  - 100% of the Avangard Innovative Houston published price less \$.38 per lb.
7. **Plastic Bottles SPI Code 2 (HDPE) (Milk/Water Jugs)**
  - 100% of the Avangard Innovative Houston published price less \$.38 per lb.
8. **Lead-Acid Batteries**
  - \$0.00 per lb.
9. **Plastic SPI Code 2 (HDPE) Pigmented High Density Polyethylene**
  - 100% of the Avangard Innovative Houston published price less \$.38 per lb.
10. **Telephone Books/ Catalogues**
  - 100% of the high side of the news (8) price S.W. Official Board Markets “Yellow Sheet” second edition of the month less \$70.00 per ton
11. **White Paper**
  - \$0.00 per lb

*R 7/22/2010*

**12. Use of Baler for Revenue Share of Cardboard (OCC)**

- a. As part of this franchise, the Contractor shall provide, install, and maintain a baler at no additional cost to the City.
- b. The baler shall be a Waste Quip 6030HD or similar vertical baler with the following similar specs:
  - 1. Cylinder Bore – 6”
  - 2. Cylinder Rod – 3.5”
  - 3. Cylinder Stroke - 48”
  - 4. Motor - 10 H.P.
  - 5. Phase & Voltage - 3 Phase/208-230/460
  - 6. Bale Weight OCC - 800-1000#
  - 7. Bale Size - 30”x 60”x 48”
  - 8. Operating Pres. - 2200 PSI
- c. The baler will be located in a place to be determined by the City and the City will provide the power source.
- d. The baler can be used by the City for all recyclable commodities.
- e. In exchange for the City’s use of the baler there will be revenue sharing with the Contractor retaining \$40.00 per ton if less than \$100.00 per ton and \$50.00 per ton if more than \$100 per ton for Cardboard (OCC). The rates shall be determined by the Yellow Sheet market rate.

**ADDENDUM B**  
**CERTATES OF INSURANCE AND ENDORSEMENTS**

|  |  |   |
|--|--|---|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>   |  | DATE (MM/DD/YYYY)<br>09/25/2009   |
| PRODUCER (254)753-5317 FAX (254)753-1132<br>Bailey Insurance & Risk Management, Inc.<br>1201 Washington Ave.<br>P.O. Box 298<br>Waco, TX 76701 |  | 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 Texas Commercial Waste, B.A.G.S.<br>M. Lipsitz & Company, Ltd. et al<br>P. O. Box 1175<br>Waco, TX 76703                               |  |   |
|  |  | INSURERS AFFORDING COVERAGE   |
|  |  | INSURER A: Travelers Lloyds Ins. Company  |
|  |  | INSURER B: Travelers Property Casualty  |
|  |  | INSURER C: Everest National Insurance Company   |
|  |  | INSURER D: Texas Mutual Insurance Company   |
|  |  | 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   | 6607042M400   | 10/01/2009                       | 10/01/2010                        | EACH OCCURRENCE \$ 1,000,000   |
|                          | <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY                              |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000   |
|                          | <input type="checkbox"/>            | CLAIMS MADE <input checked="" type="checkbox"/> OCCUR     |               |                                  |                                   | MED EXP (Any one person) \$ 5,000  |
|                          | <input type="checkbox"/>            |   |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000   |
|                          | <input type="checkbox"/>            |   |               |                                  |                                   | GENERAL AGGREGATE \$ 2,000,000   |
|                          | <input type="checkbox"/>            |   |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|                          | <input type="checkbox"/>            |   |               |                                  |                                   | GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> |
| B                        | <input checked="" type="checkbox"/> | AUTOMOBILE LIABILITY                                      | BA5295L398    | 10/01/2009                       | 10/01/2010                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000   |
|                          | <input type="checkbox"/>            | ANY AUTO  |               |                                  |                                   | BODILY INJURY (Per person) \$  |
|                          | <input type="checkbox"/>            | ALL OWNED AUTOS   |               |                                  |                                   | BODILY INJURY (Per accident) \$  |
|                          | <input type="checkbox"/>            | SCHEDULED AUTOS   |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$  |
| <input type="checkbox"/> | HIRED AUTOS                         |   |               |                                  |                                   |  |
| <input type="checkbox"/> | NON-OWNED AUTOS                     |   |               |                                  |                                   |  |
|                          | <input type="checkbox"/>            | GARAGE LIABILITY  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$   |
|                          | <input type="checkbox"/>            | ANY AUTO  |               |                                  |                                   | OTHER THAN EA ACC \$   |
|                          | <input type="checkbox"/>            |   |               |                                  |                                   | AUTO ONLY: AGG \$  |
| C                        | <input checked="" type="checkbox"/> | EXCESS/UMBRELLA LIABILITY                                 | 71GH000012091 | 10/01/2009                       | 10/01/2010                        | EACH OCCURRENCE \$ 10,000,000  |
|                          | <input type="checkbox"/>            | OCCUR <input type="checkbox"/> CLAIMS MADE                |               |                                  |                                   | AGGREGATE \$ 10,000,000  |
|                          | <input type="checkbox"/>            | DEDUCTIBLE  |               |                                  |                                   | \$   |
|                          | <input checked="" type="checkbox"/> | RETENTION \$ 25,000                                       |               |                                  |                                   | \$   |
| D                        |                                     | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY             | TSF0001109677 | 10/01/2009                       | 10/01/2010                        | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER   |
|                          |                                     | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? |               |                                  |                                   | E.L. EACH ACCIDENT \$ 1,000,000  |
|                          |                                     | If yes, describe under SPECIAL PROVISIONS below           |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|                          |                                     | OTHER   |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of College Station is included as an additional insured under the general liability, auto liability & excess liability if required by written contract. A waiver of subrogation applies under the general, auto & excess liability & workers compensation if required by written contract. Coverage shall not be suspended, voided, cancelled, reduce coverage of limits except after 30 days prior written notice by certified mail to the Certificate Holder. \* Except 10 days for non-payment.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b>   | <b>CANCELLATION</b>  |
| City Of College Station<br>Attn: Risk Management<br>P O Box 9960<br>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 <b>30*</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
|   | AUTHORIZED REPRESENTATIVE<br>Wes Bailey/CHAR <i>Wes Bailey</i>   |

**August 26, 2010**  
**Regular Agenda Item No. 1**  
**Public Hearing for FY 10 - FY 11 Proposed Budget**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on the City of College Station 2010-2011 Proposed Budget.

**Relationship to Strategic Goals:** Goal I Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Hold public hearing on Proposed Budget and receive citizen input.

**Summary:** The City Charter requires that the City Council call and hold a public hearing on the proposed budget; and that after such public hearing, the Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%.

The Proposed Budget was presented to the City Council on August 11, 2010. Four budget workshops were scheduled to review the proposed budgets. The four workshops were held on August 11<sup>th</sup>, August 16<sup>th</sup>, August 17<sup>th</sup>, and August 18<sup>th</sup>.

On August 11, 2010, the City Council called a public hearing on the FY 10-11 Proposed Budget. A notice announcing the public hearing was published in accordance with City Charter and State Law requirements.

The FY 2010-2011 Budget is scheduled to be adopted on September 13, 2010.

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

|                                     |                   |
|-------------------------------------|-------------------|
| Subtotal Operation and Maintenance: | \$208,147,674     |
| Subtotal Capital:                   | <u>25,233,026</u> |
| Total Proposed Budget:              | \$233,380,700     |

**Attachments:** Please bring Proposed FY 10-11 Budget.

**August 26, 2010**  
**Regular Agenda Item No. 2**  
**Public Hearing and Consideration of Budget Amendment # 4**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, possible action, and discussion on an ordinance Budget Amendment #4 amending ordinance number 3202 which will amend the budget for the 2009-2010 Fiscal Year in the amount of \$1,489,492; and presentation, possible action and discussion on three interfund transfers in the amount of \$424,206.

**Relationship to Strategic Goals:** Goal I Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Staff recommends the City Council hold the public hearing on Budget Amendment #4 and approve the budget amendment ordinance.

**Summary:** The proposed budget amendment is to increase the appropriations for the items listed below by \$1,489,492 and approve three interfund transfers. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. A number of items have been identified that need to be considered in a budget amendment. Attached is a list of the items in the proposed budget amendment.

**Budget & Financial Summary:** The City has resources or can reasonably expect resources to cover each of the appropriations in this budget amendment. Appropriations in the amount of \$54,000 are for park improvements. \$757,254 of this budget amendment is to provide appropriation for an Electric Debt Service payment. \$520,000 is for the Arts Council building purchase. The attached list has the complete description of the items included in the proposed budget amendment.

**Attachments:**

1. Budget Amendment #4 Detail List, Budget transfer detail list
2. Ordinance

## FY10 Budget Amendment #4 List

The proposed budget amendment is to increase the appropriations for the items listed below by \$1,489,492. When budget adjustments between Departments and/or Funds are necessary, Council approval is required. Interfund transfers also require Council approval, the total for interfund transfers is \$424,206. Therefore, these items are included as part of this Budget Amendment documentation.

1. Stephen C. Beachy Central Park Improvements (PK1001) - \$54,000 (Budget Amendment)  
On May 17, 2010, Council approved an engineering contract for this project. \$96,000 had been appropriated to date, but the engineering contract and related costs are estimated to be \$150,000. This item will appropriate the additional \$54,000 for the contract and related costs. The total project budget is \$930,000 and it is expected that the overall project will stay within budget. This project was approved as part of the 2008 GOB package.
2. UPS Replacement (CO0603) - \$14,222 (\$7,111 in the General Government CIP Fund and \$7,111 in the Equipment Replacement Fund) (Budget Amendment & Inter-fund transfer)  
Funds are allocated annually to cover the estimated cost of the replacement of the Uninterruptable Power Supply (UPS) units and related batteries. Funds for the replacement of these units have been set aside for this purpose in the Equipment Replacement Fund. This item will appropriate budget in both the Equipment Replacement Fund and in the General Government CIP Fund for unanticipated battery replacement expenses that have occurred in FY10. The appropriation is needed in both Funds as funds will be transferred from the Equipment Replacement Fund to the General Government CIP Fund, which is the fund out of which the items are purchased.
3. Electric Debt Service Payment - \$757,254 (\$378,627 in the Electric Debt Service Fund and \$378,627 in the Utility Fund) (Budget Amendment & Inter-fund Transfer)  
In FY09, \$10,290,000 in Certificates of Obligation was issued for costs related to the BVSWMA new landfill construction. With the creation of the local government corporation, the decision was made to share the cost of the landfill between the City of College Station and the City of Bryan (\$5,145,000 for each entity). The City of Bryan has issued half of the debt needed for the cost of the landfill construction. The portion of the debt issued by the City of College Station that will not be used for the landfill has been applied to the Electric Utility. This debt was projected to be needed by the Electric Utility and transfer of the debt was done in lieu of issuing this amount of debt in FY10 for the Electric Utility. The FY10 debt service payment is \$378,627. This item will appropriate to the Electric Utility the budget needed for the debt service payment related to the debt. These funds will be transferred to the Electric Debt Service Fund, which is the Fund out of which the debt service payment will be made. The funds for this debt service payment are available in the Electric Utility fund balance.
4. Chimney Hill Property Maintenance - \$50,000 (Budget Amendment)  
\$150,000 was included in the FY10 budget for estimated costs related to the maintenance of the Chimney Hill property, which was purchased in FY09. Several unanticipated costs have been incurred on the property. These include approximately \$70,000 for roof work on part of the

## FY10 Budget Amendment #4 List

facility, approximately \$40,000 for taxes that were paid on the property and approximately \$10,000 for irrigation work. These costs were not anticipated when developing the estimated costs for the fiscal year. Some additional work is currently in progress on the property. This item will appropriate the additional budget needed for the fiscal year. The funds are available in the Convention Center Fund balance and were generated from lease revenue collected from the current tenants.

5. Zone 4 Park Land Dedication Land Purchase - \$55,548 (Budget Amendment)

On July 8, 2010, Council approved a real estate contract for the acquisition of easements related to Phase I of the Water Reclamation project and for a future bicycle and pedestrian project. A portion of the property located outside of the floodplain will be used for Park Land and was purchased with Zone 4 Park Land Dedication funds. Funds for the Park Land portion of the project are available in the Park Land Dedication Zone 4 Fund balance, but are not budgeted. This item will appropriate the funds for this project in the Zone 4 Parkland Dedication Fund.

6. Arts Council Building Purchase - \$520,000 (Budget Amendment)

This item is to appropriate budget in the General Government CIP fund for the purchase of the Arts Council Building at 2275 Dartmouth Street. The facility is located on City-owned property adjacent to Wolf Pen Creek Park & Amphitheater. This purchase will be funded by the issuance of 1-year Certificates of Obligation.

7. Replacement of Police Patrol Car - \$38,468 (Budget Amendment and Inter-fund Transfer)

This item is to appropriate budget in the Equipment Replacement Fund for the replacement of a Police patrol vehicle that was totaled in a motor vehicle accident on December 17, 2009. The City received an insurance settlement pertaining to this accident on July 1, 2010. This item needs to be appropriated in FY10 because Ford is phasing out the department's preferred model, the Crown Victoria Police Interceptor, and there is a very limited amount of these vehicles available for purchase. The total amount approved for the replacement of the vehicle is \$38,468. This amount will be transferred from the Property & Casualty Fund to the Equipment Replacement fund for the purchase of the vehicle. Of this amount, \$25,000 was recovered from the insurance settlement from the accident and the remaining \$13,468 is available in the fund balance of the Property & Casualty Fund. Approval of the transfer of funds from the Property Casualty Fund to the Equipment Replacement fund is included in this item.

| FY10 Budget - Amendment 4        |  | Project | Court Tech<br>005 | Convention<br>128 | Gen Gov<br>CIP<br>137 | Parks CIP<br>138 | Electric Debt<br>Srv<br>152 | Parkland Ded<br>171-185 | Electric<br>211 | Prop Cas<br>221 | Equip Repl<br>225 | Totals    |
|----------------------------------|--|---------|-------------------|-------------------|-----------------------|------------------|-----------------------------|-------------------------|-----------------|-----------------|-------------------|-----------|
| 1                                | Stephen C Beachy Central Park Imp        | PK1001  |                   |                   |                       | 54,000           |                             |                         |                 |                 |                   | 54,000    |
| 2                                | UPS Replacement                          | CO0603  |                   |                   | 7,111                 |                  |                             |                         |                 |                 | 7,111             | 14,222    |
| 3                                | Electric Debt Srv Payment                |         |                   |                   |                       |                  | 378,627                     | 378,627                 |                 |                 |                   | 757,254   |
| 4                                | Chimney Hill Property                    |         |                   | 50,000            |                       |                  |                             |                         |                 |                 |                   | 50,000    |
| 5                                | Zone 4 Parkland Dedication Land Purchase |         |                   |                   |                       |                  |                             | 55,548                  |                 |                 |                   | 55,548    |
| 6                                | Arts Council Building Purchase           |         |                   |                   | 520,000               |                  |                             |                         |                 |                 |                   | 520,000   |
| 7                                | Replacement of Police Patrol Vehicle     |         |                   |                   |                       |                  |                             |                         |                 | 25,000          | 38,468            | 63,468    |
| 8                                | Amend ORDINANCE for Court Tech in BA#3   |         | 50,000            |                   |                       |                  |                             |                         |                 |                 |                   | 50,000    |
|                                  |  |         |                   |                   |                       |                  |                             |                         |                 |                 |                   | -         |
| <b>FY10 Budget - Amendment 4</b> |  |         | 50,000            | 50,000            | 527,111               | 54,000           | 378,627                     | 55,548                  | 378,627         | 25,000          | 45,579            | 1,564,492 |

|                            |  |  |         |         |           |           |           |        |            |           |           |             |
|----------------------------|--|--|---------|---------|-----------|-----------|-----------|--------|------------|-----------|-----------|-------------|
| FY10 Budget - Amendment #4 |  |  | 118,580 | 800,000 | 2,025,056 | 1,323,682 | 4,230,199 | 55,548 | 96,302,613 | 1,658,845 | 3,867,394 | 302,769,991 |
|----------------------------|--|--|---------|---------|-----------|-----------|-----------|--------|------------|-----------|-----------|-------------|

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

**AN ORDINANCE (BUDGET AMENDMENT 4) AMENDING ORDINANCE NUMBER 3202 WHICH WILL AMEND THE BUDGET FOR THE 2009-2010 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.**

**WHEREAS**, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2009-2010 Fiscal Year on September 10, 2009; and

**WHEREAS**, the City Council of the City of College Station, Texas, desires to amend the approved Budget Ordinance; and

**WHEREAS**, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, after notice of said hearing having been first duly given; now, therefore,

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

**Part 1:** That Part 1 of the Budget Ordinance for the 2009-2010 Fiscal Year is amended to read as follows:

**"PART 1:** That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2009-2010 for the Court Technology Fund are \$118,580; for the Convention Center Fund are \$800,000; General Government Capital Improvements Fund are \$2,025,056; for the Parks Capital Improvements Fund are \$1,323,682; for the Electric Debt Service Fund are \$4,230,199; for the Zone 4 Parkland Dedication Fund are \$55,548; for the Electric Fund are \$96,302,613; for the Property Casualty Fund are \$1,658,845; and for the Equipment Replacement Fund are \$3,867,394. Amended regular full and part-time positions is 871. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

**Part 2:** That this ordinance shall become effective immediately after passage and approval.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

*Harvey Cargill*  
\_\_\_\_\_  
City Attorney

**August 26, 2010  
Regular Agenda Item No. 3  
Poplar Street Parking Removal**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking on the south side of Poplar Street.

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

**Summary:** Poplar Street is a 27 foot wide street that extends from Texas Avenue to Eisenhower Street. This street width is typical for residential streets, but is insufficient in commercial areas especially when on-street parking is heavily utilized. In recent months, this street has become congested on with on-street parking for the adjacent businesses, which prevents an emergency vehicle from driving down the street.

The city's Traffic Management Team discussed this item and recommends that parking be removed from the south side of the street. This side of the street is where the fire hydrant is located. Additionally, it has more driveways, thus fewer places for vehicles to park on the street.

Letters were mailed to everyone who owns property adjacent to the proposed NO PARKING area to notify them of tonight's public hearing.

**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. 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 4(E)(1), SCHEDULE XII, TO INCLUDE PROHIBITING PARKING ON THE SOUTH SIDE OF POPLAR STREET; 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" Section 4 (E)(1). Schedule XII, 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 \_\_\_\_\_, 2010.

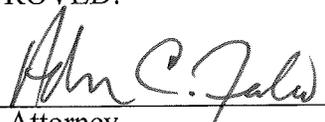
APPROVED:

\_\_\_\_\_  
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(E)(1), Schedule XII, "Administrative Adjudication of Parking Violations," is hereby amended to include the following:

Poplar Street – No Parking on the south side of Poplar Street beginning at the intersection with Texas Avenue and extending to the intersection with Eisenhower Street.



## Proposed Poplar Street No Parking Area

**August 26, 2010  
Regular Agenda Item No. 4  
UDO Amendment - RV PARKS**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on an amendment to Chapter 12, "Unified Development Ordinance" Sections 6.2 "Types of Uses", and 6.3 "Specific Use Standards" of the Code of Ordinances of the City of College Station, Texas, specifically related to Recreational Vehicle (RV) Parks.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** The Planning & Zoning Commission voted (3-3) on a recommendation of denial of this item at their regular meeting on August 5, 2010, therefore the item is coming forward without a recommendation by the Commission. The Commission did state that two parking spaces per RV pad site would be more appropriate than the proposed 1.25 spaces. Staff recommends approval of the amendment.

**Summary:** As part of the UDO Annual Review, this item was requested by a developer to be brought forward as an amendment. The proposed amendment will allow recreational vehicle (RV) parks as a conditional use in the A-O, Agricultural Open and C-1, General Commercial zoning districts.

The UDO currently does not allow for RV Parks to be developed within the City limits under any zoning designation. Currently, there is one RV Park located in the City, which is considered a non-conforming use and is allowed to continue operating as-is, but is prohibited from further expansion.

The conditional use process allows the Planning & Zoning Commission and the City Council to evaluate the proposed use in relation to existing conditions and surrounding uses in the area. It also requires that the surrounding property owners be notified of any requests for this type use and allows them the opportunity to speak through the public hearing process before such a use is considered.

In addition to the requirement of a Conditional Use Permit, the proposed amendment includes specific use standards that would be required to be adhered to. These elements include a minimum RV Park site area of 10 acres, seasonal placement of no more than 120 days in a 12-month time period, required buffering as a commercial use, minimum drive aisle widths, and a minimum amount of recreational space.

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

**Attachments:**

1. P&Z Minutes
2. Ordinance



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**August 5, 2010, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Mike Ashfield, Hugh Stearns, Tom Woodfin, Doug Slack, and Paul Greer

**COMMISSIONERS ABSENT:** Scott Shafer

**CITY COUNCIL MEMBERS PRESENT:** Katy-Marie Lyles

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Lauren Hovde, Matt Robinson, and Matthew Hilgemeier, Graduate Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, Water Services Maintenance Supervisor Stephen Maldonado, Chief Wastewater Plant Operator Fred Surovik, Director of Water Services David Coleman, Planning Administrator Molly Hitchcock, Assistant Director Lance Simms, Director Bob Cowell, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, and Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Chairman Nichols called the meeting to order at 7:00 p.m.

**Regular Agenda**

2. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance, Sections 6.2 "Types of Uses" and 6.3 "Specific Use Standards" related to Recreational Vehicle (RV) Parks. **Case # 10-00500137 (MR)**

Staff Planner Matt Robinson presented the amendment to the Unified Development Ordinance regarding Recreational Vehicle (RV) Parks.

There was general discussion amongst the Commission regarding the amendment.

Chairman Nichols opened the public hearing.

Edsel Jones, 828 Pine Valley, College Station, Texas, stated that he owns Holiday RV Park and the vacant property behind that and would like to expand the RV Park to the vacant property. He said that his RV Park provides two parking spaces per unit and each pad site is 2480 square feet. He expressed concern about the requirement that states that there is a maximum stay of no more than 120 days in a 12-month period and said that it would be difficult to enforce.

Sherry Ellison, 2705 Brookway Drive, College Station, Texas, stated that the use is intense and is not appropriate next to homes.

Chairman Nichols closed the public hearing.

There was general discussion amongst the Commission regarding the amendment and how RV Parks are currently being used as student housing.

The Commission all agreed that a minimum of two parking spaces per recreational vehicle pad site is more appropriate than the proposed 1.25.

Commissioner Greer commented that the requirement that each pad site be a minimum area of 1500 square feet is fairly small.

Commissioner Stearns stated that he was concerned about developing an RV Park in A-O Agricultural Open because of what might develop in the area.

**Commissioner Greer motioned to recommend denial of the amendment. Commissioner Slack seconded the motion, motion failed (3-3). Chairman Nichols and Commissioners Ashfield and Woodfin were in opposition.**

3. Adjourn.

**Commissioner Greer motioned to adjourn the meeting. Commissioner Woodfin seconded the motion, motion passed (6-0).**

The meeting was adjourned at 9:57 p.m.

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 6.2, "TYPES OF USES" AND SECTION 6.3, "SPECIFIC USE STANDARDS", 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 12, "Unified Development Ordinance," Section 6.2, "Types of Uses" and Section 6.3, "Specific Use Standards", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" and "B", 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_ day of August, 2010.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 6.2, "Types of Uses", of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**6.2 Types of Use**

- A.** Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P\*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B.** The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
  - 1.** The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
  - 2.** The relative amount of site area, floor space, and equipment;
  - 3.** Relative volumes of sales from each activity;
  - 4.** The customer type for each activity;
  - 5.** The relative number of employees in each activity;
  - 6.** Hours of operation;
  - 7.** Building and site arrangement;
  - 8.** Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
  - 9.** How the use advertises itself.

**C. Use Table**

Except as otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

**1. Permitted Uses**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

**2. Permitted Uses Subject to Specific Standards**

A "P\*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.3, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

**3. Conditional Uses**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.2, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

| USE TABLE  | Residential Districts  |      |     |      |       |       |       |       |       |         | Non-Residential Districts |     |     |       |         |     |     |     |       |        |        |        |  |
|--|--|------|-----|------|-------|-------|-------|-------|-------|---------|---------------------------|-----|-----|-------|---------|-----|-----|-----|-------|--------|--------|--------|--|
|  | A-O  | A-OR | R-1 | R-1B | R-2** | R-3** | R-4** | R-6** | R-7** | P-MUD** | A-P                       | C-1 | C-2 | C-3** | R & D** | M-1 | M-2 | C-U | WPC** | NG-1** | NG-2** | NG-3** |  |
| <b>Specific Uses</b>                                 |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| <b>KEY:</b>  | P = Permitted by Right ; P* = Permitted Subject to Specific Use Standards; C = Conditional Use |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| <b>RESIDENTIAL</b>                                   |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Boarding & Rooming House                             |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Extended Care Facility / Convalescent / Nursing Home |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Dormitory  |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Duplex   |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Fraternity / Sorority                                |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Manufactured Home                                    |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Multi-Family   |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Multi-Family built prior to January 2002             |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Single-Family Detached                               |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Townhouse  |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| <b>PUBLIC, CIVIC AND INSTITUTIONAL</b>               |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Educational Facility, College & University           |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Educational Facility, Indoor Instruction             |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Educational Facility, Outdoor Instruction            |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Educational Facility, Primary & Secondary            |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Educational Facility, Tutoring                       |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Educational Facility, Vocational / Trade             |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Governmental Facilities                              |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Health Care, Hospitals                               |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Health Care, Medical Clinics                         |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Parks  |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Places of Worship                                    |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| <b>COMMERCIAL, OFFICE AND RETAIL</b>                 |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Agricultural Use, Barn or Stable for Private Stock   |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Agricultural Use, Farm or Pastorage                  |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |
| Agricultural Use, Farm Product Processing            |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |  |

\*\* District with Supplemental Standards (Refer to Article 5).

<sup>1</sup> Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

<sup>2</sup> Hotels only allowed when accessory to a Country Club development and are limited to a maximum of 15 rooms.

<sup>3</sup> Refer to Section 6.3.Z for Specific Use Standards.

| USE TABLE   | Residential Districts  |      |     |      |       |       |       |       |       |         | Non-Residential Districts |     |     |       |         |     |     |     |       |        |        |        |    |
|---|--|------|-----|------|-------|-------|-------|-------|-------|---------|---------------------------|-----|-----|-------|---------|-----|-----|-----|-------|--------|--------|--------|----|
|   | A-O  | A-OR | R-1 | R-1B | R-2** | R-3** | R-4** | R-6** | R-7** | P-MUD** | A-P                       | C-1 | C-2 | C-3** | R & D** | M-1 | M-2 | C-U | WPC** | NG-1** | NG-2** | NG-3** |    |
| <b>Specific Uses</b>                              |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| <b>KEY:</b>                                       | P = Permitted by Right ; P* = Permitted Subject to Specific Use Standards; C = Conditional Use |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| <b>COMMERCIAL, OFFICE AND RETAIL (continued)</b>  |  |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Animal Care Facility, Indoor                      |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   | P     |         |     |     |     | P     | P      | P      |        |    |
| Animal Care Facility, Outdoor                     | P*   |      |     |      |       |       |       |       |       |         |                           | P   |     |       |         |     |     |     |       |        |        |        |    |
| Art Studio / Gallery                              |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      |        |    |
| Car Wash  |  |      |     |      |       |       |       |       |       |         | P*                        |     |     |       |         |     |     |     |       |        |        |        |    |
| Commercial Garden / Greenhouse / Landscape Maint. | P*   |      |     |      |       |       |       |       |       |         | P*                        | P*  |     |       |         | P*  |     |     |       |        |        |        |    |
| Commercial Amusements                             |  |      |     |      |       |       |       |       |       | P       | P*                        | P*  |     |       |         |     |     |     | P     | P      | P      |        |    |
| Conference / Convention Center                    |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      |        |    |
| Country Club                                      | P  | P    | P   |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     |       |        |        |        |    |
| Day Care, Commercial                              |  |      |     |      |       |       | C     | C     | C     | P       | P                         | P   | P   |       |         |     |     |     |       |        | P      | P      | P  |
| Drive-in / thru window                            |  |      |     |      |       |       |       |       |       |         |                           | P   |     |       |         |     |     |     | C     |        | P*     |        |    |
| Dry Cleaners & Laundry                            |  |      |     |      |       |       |       |       |       | P*      | P*                        | P   | P*  |       |         |     |     |     | P*    | P*     | P*     | P*     |    |
| Fraternal Lodge                                   |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     |       |        | P      | P      | P  |
| Fuel Sales  |  |      |     |      |       |       |       |       |       | P*      | P*                        | P*  | P*  |       |         |     |     |     |       |        |        |        |    |
| Funeral Homes                                     |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     |       |        |        |        |    |
| Golf Course or Driving Range                      | P*   |      |     |      |       |       |       |       |       | P*      | P*                        | P*  |     |       |         |     |     |     |       |        |        |        |    |
| Health Club / Sports Facility, Indoor             |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      | P      |    |
| Health Club / Sports Facility, Outdoor            |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P*     | P      | P      |    |
| Hotels  |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      | P      |    |
| Night Club, Bar or Tavern                         |  |      |     |      |       |       |       |       |       | C       | C                         | C   | C   |       |         |     |     |     | C     | P      | P      | P      |    |
| Offices   |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      | P      |    |
| Parking as a Primary Use                          |  |      |     |      |       |       |       |       |       | P       | C                         | P   | P   |       |         |     |     |     | P     |        | P*     |        |    |
| Personal Service Shop                             |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      | P      |    |
| Printing / Copy Shop                              |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      | P      |    |
| Radio / TV Station / Studios                      |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P   |       |         |     |     |     | P     | P      | P      | P      |    |
| Recreational Vehicle (RV) Park                    | C <sup>3</sup>   |      |     |      |       |       |       |       |       |         | C <sup>3</sup>            |     |     |       |         |     |     |     |       |        |        |        |    |
| Restaurants                                       |  |      |     |      |       |       |       |       |       | P       | P                         | P   | P*  |       |         |     |     |     | P     | P      | P      | P      | P* |

\*\* District with Supplemental Standards (Refer to Article 5).  
<sup>1</sup> Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.  
<sup>2</sup> Hotels only allowed when accessory to a Country Club Development and are limited to a maximum of 15 rooms.  
<sup>3</sup> Refer to Section 6.3.2 for Specific Use Standards.

| USE TABLE  | Residential Districts |      |     |      |       |       |       |       |       |         | Non-Residential Districts |     |     |       |         |     |     |     |       |        |        |        |    |
|--|-----------------------|------|-----|------|-------|-------|-------|-------|-------|---------|---------------------------|-----|-----|-------|---------|-----|-----|-----|-------|--------|--------|--------|----|
|  | A-O                   | A-OR | R-1 | R-1B | R-2** | R-3** | R-4** | R-6** | R-7** | P-MUD** | A-P                       | C-1 | C-2 | C-3** | R & D** | M-1 | M-2 | C-U | WPC** | NG-1** | NG-2** | NG-3** |    |
| <b>KEY:</b> P = Permitted by Right ; P* = Permitted Subject to Specific Use Standards; C = Conditional Use |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| <b>COMMERCIAL, OFFICE AND RETAIL (continued)</b>   |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Retail Sales - Single Tenant over 50,000 SF  |                       |      |     |      |       |       |       |       |       |         |                           | P   |     |       |         |     |     |     |       |        |        |        |    |
| Retail Sales and Service   |                       |      |     |      |       |       |       |       | P     |         |                           | P*  | P*  | P     |         |     |     |     |       | P      | P      | P      | P  |
| Retail Sales and Service - Alcohol   |                       |      |     |      |       |       |       |       | P     |         |                           | P*  | P*  | P     |         |     |     |     |       |        | P      | P      | P  |
| Sexually Oriented Business (SOB)   | P*                    | P*   | P*  | P*   | P*    | P*    | P*    | P*    | P*    | P*      | P*                        | P*  | P*  | P*    | P*      | P*  | P*  | P*  | P*    | P*     | P*     | P*     | P* |
| Shooting Range, Indoor   |                       |      |     |      |       |       |       |       | P     |         |                           | P   |     |       |         |     |     |     |       | P      |        |        |    |
| Theater  |                       |      |     |      |       |       |       |       | P     |         |                           | P   |     |       |         |     |     |     |       | P      | P      | P      | P  |
| Retail Sales, Manufactured Homes   |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Storage, Self Service  |                       |      |     |      |       |       |       |       |       |         | P                         | P   | P*  |       |         |     |     |     |       |        |        |        |    |
| Vehicular Sales, Rental, Repair and Service  |                       |      |     |      |       |       |       |       |       |         | P*                        | P*  | P*  |       |         |     |     |     |       | P*     | P*     | P*     | P* |
| Wholesales / Services  |                       |      |     |      |       |       |       |       |       |         | P*                        | P*  |     |       |         | P   |     |     |       |        |        |        |    |
| <b>INDUSTRIAL AND MANUFACTURING</b>  |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Bulk Storage Tanks / Cold Storage Plant  |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Industrial, Light  |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Industrial, Heavy  |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Recycling Facility - Large   |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Salvage Yard   |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Scientific Testing / Research Laboratory   |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Storage, Outdoor - Equipment or Materials  |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Truck Stop / Freight or Trucking Terminal  |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Utility  | P*                    | P*   | P*  | P*   | P*    | P*    | P*    | P*    | P*    | P*      | P*                        | P*  | P*  | P*    | P*      | P*  | P*  | P*  | P*    | P*     | P*     | P*     | P* |
| Warehousing / Distribution   |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Waste Services   |                       |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Wireless Telecommunication Facilities - Intermediate   | P*                    |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Wireless Telecommunication Facilities - Major  | C                     |      |     |      |       |       |       |       |       |         |                           |     |     |       |         |     |     |     |       |        |        |        |    |
| Wireless Telecommunication Facilities - Unregulated  | P                     | P    | P   | P    | P     | P     | P     | P     | P     | P       | P                         | P   | P   | P     | P       | P   | P   | P   | P     | P      | P      | P      | P  |

\*\* District with Supplemental Standards (Refer to Article 5).

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- <sup>3</sup> Refer to Section 6.3.Z for Specific Use Standards.

**EXHIBIT "B"****6.3 Specific Use Standards****Z. Recreational Vehicle Park Standards (RV Park):**

1. RV Parks shall allow for the temporary occupancy of vehicles that are built on a single chassis that are designed to be self-propelled or permanently towable by a light duty truck and are primarily for use as temporary living quarters for recreational, travel, or seasonal use.
2. RV Parks shall be considered a non-residential use and shall meet the buffer requirements as found in Article 7 as a commercial use, regardless of zoning.
3. No person shall operate a RV Park unless they hold valid permits and licenses as required by the State of Texas and the Brazos County Health Department.
4. Development of any RV Park shall comply with the general site plan requirements of Article 3, Site Plan Review, and shall meet the following supplemental criteria:
  - a. The minimum area of an RV Park shall be ten (10) acres and shall consist of two or more recreational vehicles pad sites that are intended for temporary occupancy by recreational vehicles for the purposes of recreation or vacation.
  - b. All RV Parks shall have direct access to a public road and shall include sufficient entrances and exits to facilitate the safe movement of recreational vehicles in and out of the site. Internal drives shall have a minimum paved width of 12 feet for one-way traffic and 24 feet for two-way traffic. All internal drives shall be built to City pavement standards and shall be privately maintained.
  - c. All RV Parks shall designate specific pad site locations for recreational vehicles.
    - (1). Each pad site location shall have a minimum area of 1500 square feet with provisions for wastewater disposal, public water hook-up and electrical supply.
    - (2). All pad sites shall be sequentially numbered. Reflective site numbers shall be a minimum of four (4) inches in height and placed on a separate post on the site. A map of the site layout with site numbers shall be placed at the entrance to the park in such a manner as to be clearly visible to entrants.
  - d. Recreational vehicle pad sites shall be separated from each other by a minimum of ten (10') feet.
  - e. Recreational vehicles pad sites shall be separated from the recreation area in the park by a minimum of fifteen (15') feet.
  - f. All recreational vehicles pad sites shall be setback a minimum of fifty (50') feet from the right-of-way line of all adjacent public roads and any RV Park boundaries.
  - g. All recreational vehicles pad sites shall be setback a minimum of ten (10') feet from any internal drives in the park.
  - h. A minimum of 1.25 parking spaces shall be provided per recreational vehicle pad site. One space shall be located on the RV site, the remainder may be

located in an approved parking area. Size and paving of all parking spaces shall conform to the requirements in Article 7 regarding Off-Street Parking Standards.

- i. In all RV Parks, a recreation area shall be provided that shall be centrally located, free of traffic hazards, and easily accessible to all park residents. Recreation areas shall constitute a minimum of fifteen (15%) percent of the gross RV Park site area and shall contain open space for recreational uses. Recreational areas shall also contain benches and landscaping. The area shall be adequately lighted to ensure safety of users.
- j. RV Parks shall permit only seasonal placement and habitation of recreational vehicles. No recreational vehicle shall remain in a RV park for more than 120 days in any 12-month period.

**August 26, 2010**  
**Regular Agenda Item No. 5**  
**UDO Amendment – Institutional Building Heights**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on an amendment to Chapter 12, "Unified Development Ordinance," Sections 5.2 "Residential Dimensional Standards" and 11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, specifically related to allowable heights of public, civic, and institutional structures.

**Relationship to Strategic Goals:** Goal I. Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II. Neighborhood Integrity

**Recommendation(s):** At their meeting on August 5<sup>th</sup>, the Planning and Zoning Commission voted (5-1) to recommend approval of the amendment. Staff also recommended approval of the Ordinance amendment.

**Summary:** Section 5.2 "Residential Dimensional Standards," of the Unified Development Ordinance (UDO), currently limits building heights to 35 feet in most residential and agricultural zoning districts. Because public, civic, and institutional land uses are permitted in all zoning districts, it is not uncommon that such uses are developed on residentially and agriculturally zoned property, restricting the overall height of the structure to 35 feet. Public, civic, and institutional uses include schools, churches, fire stations and similar uses.

The proposed ordinance amendment would allow public, civic, and institutional structures at a maximum height of 50 feet in residential and agricultural zoning districts, when set back from adjacent single-family uses, in accordance with Section 7.1.H "Height" of the UDO. Section 7.1.H.2 requires structures to be setback a distance of two times the height of the structure from any property line adjacent to single-family or townhome development. The amendment clarifies that this height limitation applies to public, civic, and institutional structures in residential and agricultural zoning districts.

The amendment does not affect structures developed in zoning districts that currently allow taller structures if set back properly, such as in C-1 General Commercial and R-4 Multi-Family.

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

**Attachments:**

1. Background
2. Draft Planning & Zoning Commission Regular Meeting Minutes
3. Ordinance

## **BACKGROUND:**

### **7.1 General Provisions**

#### **H. Height**

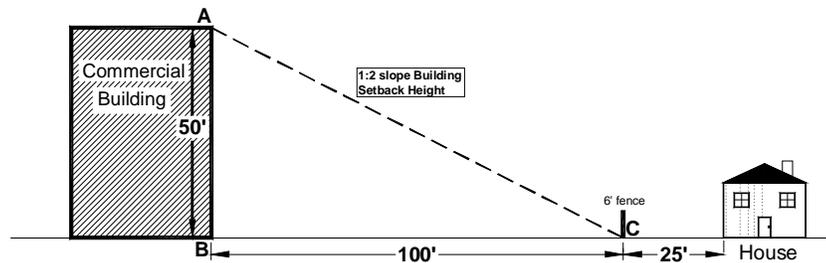
##### **1. Building Height**

Building height refers to the vertical distance measured from the finished grade, or the base flood elevation where applicable, and the following points:

- a. The average height level between the eaves and ridge line of a gable, hip, or gambrel roof;
- b. The highest point of a mansard roof; or
- c. The highest point of the coping of a flat roof.

##### **2. Single Family Protection**

- a. With the exception of NG, RDD, and P-MUD districts, no multi-family or non-residential structure shall be located nearer to any property line adjacent to a single-family use or townhouse development than a horizontal distance (B to C) of twice the vertical distance (height, A to B) of the structure as illustrated in the graphic below.



- b. No additional multi-family or non-residential structures shall penetrate an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C.
- c. Calculation of the height limits shall be to the highest point of the structure. Equipment such as satellite dishes and heating and air conditioning units may be installed on top of buildings provided that they are screened from horizontal view and included in the height limitations.
- d. Unless otherwise stated in this UDO, the height limitations herein shall not apply to any of the following:
  - 1) Utility structures such as elevated water storage tanks and electrical transmission lines;
  - 2) Architectural elements such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than 33 percent of the area of the roof; or
  - 3) Residential radio/television receiving antennas.



**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**August 5, 2010, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**Regular Agenda**

2. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance, Sections 5.2 "Residential Dimensional Standards" and 11.2 "Defined Terms" related to allowable heights of public, civic, and institutional structures. **Case # 10-00500134 (JP)**

Senior Planner Jennifer Prochazka presented the amendment to the Unified Development Ordinance regarding allowable heights of public, civic, and institutional structures.

There was general discussion amongst the Commission regarding the amendment.

Chairman Nichols opened the public hearing.

No one spoke during the public hearing.

Chairman Nichols closed the public hearing.

**Commissioner Greer motioned to recommend approval of the amendment. Commissioner Ashfield seconded the motion, motion passed (5-1). Commissioner Stearns was in opposition.**

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 5.2, "RESIDENTIAL DIMENSIONAL STANDARDS" AND SECTION 11.2. "DEFINED TERMS", 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 12, "Unified Development Ordinance," Section 5.2, "Residential Dimensional Standards" and Section 11.2, "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" and "B", 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 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 26th day of August, 2010.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 5.2, "Residential Dimensional Standards", of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**5.2 Residential Dimensional Standards**

The following table establishes dimensional standards that shall be applied within the Residential Zoning Districts, unless otherwise identified in this UDO.

|  | Residential Zoning Districts |             |                          |                          |                          |             |        |        |      |                      |
|--|------------------------------|-------------|--------------------------|--------------------------|--------------------------|-------------|--------|--------|------|----------------------|
|  | A-0                          | A-OR        | R-1 (C)                  | R-1B                     | R-2                      | R-3         | R-4    | R-6    | R-7  | Accessory Structures |
| Min. Lot Area per Dwelling Unit (DU)     | 5 Acres                      | 1 Acre      | 5,000 SF                 | 8,000 SF                 | 3,500 SF                 | 2,000 SF    | None   | None   |      |                      |
| Min. Lot Width                           | None                         | None        | 50'                      | None                     | 35'/DU(E)                | None        | None   | None   |      |                      |
| Min. Lot Depth                           | None                         | None        | 100'                     | None                     | 100'                     | None        | None   | None   |      |                      |
| Min. Front Setback (H)                   | 50'                          | 50'         | 25'(D)                   | 25'(D)                   | 25'(D)                   | 25'(D)      | 25'(D) | 25'(D) |      |                      |
| Min. Side Setback                        | 20'                          | 20'         | 7.5'                     | 7.5'(C)                  | 7.5'(C)                  | (A)         | (A)(B) | (A)(B) |      |                      |
| Min. Street Side Setback                 | 15'                          | 15'         | 15'                      | 15'                      | 15'                      | 15'         | 15'    | 15'    |      |                      |
| Min. Side Setback between Structures (B) |                              |             | 15'                      | 15'                      | 15'                      | 7.5'        | 7.5'   | 7.5'   |      |                      |
| Min. Rear Setback (I)                    | 50'                          | 50'         | 20'                      | 20'                      | 20'(F)                   | 20'         | 20'    | 20'    |      |                      |
| Max. Height                              | 35' (G) (K)                  | 35' (G) (K) | 2.5 Stories/ 35' (G) (K) | 2.5 Stories/ 35' (G) (K) | 2.5 Stories/ 35' (G) (K) | 35' (G) (K) | G      | G      |      |                      |
| Max. Dwelling Units/Acre                 | 0.2                          | 1.0         | 8.0                      | 6.0                      | 12.0                     | 14.0        | 20.0   | 30.0   | 10.0 | N/A                  |

Refer to Section 6.4. Accessory Uses

**Notes:**

- (A) A minimum side setback of 7.5 feet is required for each building or group of contiguous buildings.
- (B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or by dedicated right-of-way or easement.
- (C) Zero lot line construction of a residence is allowed where property on both sides of a lot line is owned and/or developed simultaneously by single party. Development under lot line construction requires prior approval by the Zoning Official. In no case shall a single-family residence or duplex be built within 15 feet of another primary structure. See Article 8, Subdivision Design and Improvements, for more information.
- (D) Minimum front setback may be reduced to 15 feet when approved rear access is provided, or when side yard or rear yard parking is provided.
- (E) The minimum lot width for a duplex dwelling may be reduced to 30 feet per dwelling unit when all required off-street parking is provided in the rear or side yard.
- (F) Minimum rear setback may be reduced to 15 feet when parking is provided in the front yard or side yard.
- (G) Shall abide by Section 7.1.H, Height.
- (H) Reference Section 7.1.D.1.e for lots created by plat prior to July 15, 1970.
- (I) Reference Section 7.1.D.1.b for lots with approved rear access.

- (J) Reference Section 5.9 for areas in Neighborhood Prevailing Standards Overlay Districts and reference Ordinance authorizing the rezoning for Neighborhood Conservation Overlay Districts.
- (K) Public, civic, and institutional structures shall have a maximum building height of 50 feet in these districts.

**EXHIBIT "B"**

That Chapter 12, "Unified Development Ordinance," Section 11.2, "Defined Terms", of the Code of Ordinances of the City of College Station, Texas, is hereby amended to add the following definition:

**11.2 Defined Terms**

**Public, Civic & Institutional structure:** Structures used principally to serve a public need, such as places of worship, hospitals, public or private schools, libraries, museums, post offices, police and fires stations, public utilities, governmental services, and other public services.

**August 26, 2010**  
**Regular Agenda Item No. 6**  
**Consider Ordinance Issuing of Certificates of Obligation**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$3,900,000 City of College Station Certificates of Obligation, Series 2010.

**Relationship to Strategic Goals:** Goal I Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Council move to approve the attached ordinance to issue certificates of obligation.

**Summary:** The City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notice to be published of the intent to issue the COs. On July 8, 2010, Council approved a resolution directing staff to advertise the issuance of COs. On July 23rd and 30th such notice was published.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses three types of debt instruments to fulfill those requirements:

1. General Obligation Bonds (GOBs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore the notice is provided in the election process.
2. Utility Revenue Bonds (URBs) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.
3. Certificates of Obligation (COs) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOBs. Our policy for issuing CO's allows more flexibility in their issue than GOBs, particularly when other revenues are anticipated to assist in debt service.

It is at the recommendation of the City's Financial Advisor, Mr. Drew Masterson, that the City issue Certificates of Obligation for utility projects rather than Utility Revenue Bonds.

This particular issue will provide resources for technology projects, the purchase of the Arts Council building, and electric and wastewater improvements, and debt issuance costs totaling \$3,900,000.

**Budget & Financial Summary:** Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate and utility rates. The recommendation to move forward with this issue will not affect the ad valorem tax rate or the utility rates.

**Attachments:**

1. Debt Issuance 2010
2. Ordinance available in City Secretary's Office

**2003 General Obligation Bonds**

|                |    |                  |                                       |
|----------------|----|------------------|---------------------------------------|
| Streets        |    |                  |                                       |
|                | \$ | 1,080,000        | Oversize Participation (Holleman Ext) |
| Streets Total  | \$ | <u>1,080,000</u> | ST0519 20 Yrs                         |
| 2003 GOB Total | \$ | <u>1,080,000</u> |                                       |

**2008 General Obligation Bonds**

|                    |    |                          |   |
|--------------------|----|--------------------------|---|
| Streets            |    |                          |   |
|                    | \$ | 2,185,000                | Victoria Avenue                               |
|                    |    | 875,000                  | Hike and Bike Trail Completion                |
|                    |    | 400,000                  | Jones Butler (Penberthy) Extension            |
|                    |    | 6,925,000                | Barron Road Widening Phase II                 |
|                    |    | 1,000,000                | Royder Rd Improvements (Barron authorization) |
|                    |    | 60,000                   | Rock Prairie Rd West ROW                      |
| Streets Total      | \$ | <u>11,445,000</u>        | ST0903 20 Yrs                                 |
|                    |    |                          | ST0904 20 Yrs                                 |
|                    |    |                          | ST0905 20 Yrs                                 |
|                    |    |                          | ST1026 20 Yrs                                 |
|                    |    |                          | TBD 20 Yrs                                    |
|                    |    |                          | ST1025 20 Yrs                                 |
| Parks              |    |                          |   |
|                    | \$ | 720,000                  | Skate Park                                    |
|                    |    | 150,000                  | Central Park Improvements                     |
| Parks Total        | \$ | <u>870,000</u>           | PK0911 20 Yrs                                 |
|                    |    |                          | PK1001 20 Yrs                                 |
| General Government |    |                          |   |
|                    | \$ | 6,240,000                | Fire Station #6                               |
| General Govt Total | \$ | <u>6,240,000</u>         | GG0903 20 Yrs                                 |
| 2008 GOB Total     | \$ | <u>18,555,000</u>        |   |
| GOB Total          | \$ | <u><u>19,635,000</u></u> |   |

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**Certificates of Obligation**

|                          |    |                |                            |
|--------------------------|----|----------------|----------------------------|
| General Government       |    |                |                            |
|                          |    | 150,000        | Server Consolidation       |
|                          |    | 260,000        | Fiber Optic Infrastructure |
| General Govt Total       | \$ | <u>410,000</u> | CO0901 7 Yrs               |
|                          |    |                | CO0902 7 Yrs               |
| Governmental - Other     |    |                |                            |
|                          |    | 520,000        | ACBV Building              |
|                          | \$ | <u>520,000</u> | 1 Yr                       |
| Governmental CO Subtotal | \$ | <u>930,000</u> |                            |

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|   |                             |        |
|---|-----------------------------|--------|
| <b>Certificates of Obligation</b>       |                             |        |
| Electric Projects                       | <u>\$ 2,530,000</u>         | 20 Yrs |
| Water Projects                          | <u>\$ -</u>                 | 20 Yrs |
| Wastewater Projects                     | <u>\$ 300,000</u>           |        |
| Utility CO Subtotal                     | <u>\$ 2,830,000</u>         | 20 Yrs |
| Estimated Debt Issuance Costs           | \$ 140,000                  |        |
| <b>Certificates of Obligation Total</b> | <u><u>\$ 3,900,000</u></u>  |        |
| Total Debt Issue                        | <u><u>\$ 23,535,000</u></u> |        |

**August 26, 2010**  
**Regular Agenda Item No. 7**  
**Consider Ordinance Issuing General Obligation Bonds**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion to approve an ordinance by the City Council of the City of College Station, Texas, issuing \$19,635,000 City of College Station General Obligation Bonds, Series 2010.

**Relationship to Strategic Goals:** Goal I Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Council move to approve the attached ordinance issuing general obligation bonds.

**Summary:** The City Council is authorized to approve the issuance of general obligation bonds which have been authorized by a vote of the citizens. The Citizens approved a total of \$38,405,000 on November 4, 2003 and \$76,950,000 on November 4, 2008. By approving the ordinance, the Council will issue a total of \$1,080,000 from the 2003 authorization and \$18,555,000 from the 2008 authorization. This is the seventh bond sale from the 2003 bond authorization and the second from the 2008 bond authorization.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses three types of debt instruments to fulfill those requirements:

1. General Obligation Bonds (GOBs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore the notice is provided in the election process.
2. Utility Revenue Bonds (URBs) are backed by the revenues of the City's various utilities and are issued as a business activity. These are typically only issued for utility capital projects.
3. Certificates of Obligation (COs) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOBs. Our policy for issuing CO's allows more flexibility in their issue than GOBs, particularly when other revenues are anticipated to assist in debt service.

This particular debt issue is planned to provide resources for street projects, hike and bike trails, and parks and park facilities improvements and the construction of fire station #6 totaling \$19,635,000.

**Budget & Financial Summary:** Staff reviewed the impact of the general obligation bonds City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation to move forward with this issue will not impact the ad valorem tax rate.

**Attachments:**

1. Debt Issuance 2010
2. Ordinance available in City Secretary's Office.

**2003 General Obligation Bonds**

|                |    |                  |                                       |
|----------------|----|------------------|---------------------------------------|
| Streets        |    |                  |                                       |
|                | \$ | 1,080,000        | Oversize Participation (Holleman Ext) |
| Streets Total  | \$ | <u>1,080,000</u> | ST0519 20 Yrs                         |
| 2003 GOB Total | \$ | <u>1,080,000</u> |                                       |

**2008 General Obligation Bonds**

|                    |    |                          |   |
|--------------------|----|--------------------------|---|
| Streets            |    |                          |   |
|                    | \$ | 2,185,000                | Victoria Avenue                               |
|                    |    | 875,000                  | Hike and Bike Trail Completion                |
|                    |    | 400,000                  | Jones Butler (Penberthy) Extension            |
|                    |    | 6,925,000                | Barron Road Widening Phase II                 |
|                    |    | 1,000,000                | Royder Rd Improvements (Barron authorization) |
|                    |    | 60,000                   | Rock Prairie Rd West ROW                      |
| Streets Total      | \$ | <u>11,445,000</u>        | ST0903 20 Yrs                                 |
|                    |    |                          | ST0904 20 Yrs                                 |
|                    |    |                          | ST0905 20 Yrs                                 |
|                    |    |                          | ST1026 20 Yrs                                 |
|                    |    |                          | TBD 20 Yrs                                    |
|                    |    |                          | ST1025 20 Yrs                                 |
| Parks              | \$ | 720,000                  | Skate Park                                    |
|                    |    | 150,000                  | Central Park Improvements                     |
| Parks Total        | \$ | <u>870,000</u>           | PK0911 20 Yrs                                 |
|                    |    |                          | PK1001 20 Yrs                                 |
| General Government |    |                          |   |
|                    | \$ | 6,240,000                | Fire Station #6                               |
| General Govt Total | \$ | <u>6,240,000</u>         | GG0903 20 Yrs                                 |
| 2008 GOB Total     | \$ | <u>18,555,000</u>        |   |
| GOB Total          | \$ | <u><u>19,635,000</u></u> |   |

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**Certificates of Obligation**

|                          |    |                |                            |
|--------------------------|----|----------------|----------------------------|
| General Government       |    |                |                            |
|                          |    | 150,000        | Server Consolidation       |
|                          |    | 260,000        | Fiber Optic Infrastructure |
| General Govt Total       | \$ | <u>410,000</u> | CO0901 7 Yrs               |
|                          |    |                | CO0902 7 Yrs               |
| Governmental - Other     |    |                |                            |
|                          |    | 520,000        | ACBV Building              |
|                          | \$ | <u>520,000</u> | 1 Yr                       |
| Governmental CO Subtotal | \$ | <u>930,000</u> |                            |

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|   |                             |        |
|---|-----------------------------|--------|
| <b>Certificates of Obligation</b>       |                             |        |
| Electric Projects                       | <u>\$ 2,530,000</u>         | 20 Yrs |
| Water Projects                          | <u>\$ -</u>                 | 20 Yrs |
| Wastewater Projects                     | <u>\$ 300,000</u>           |        |
| Utility CO Subtotal                     | <u>\$ 2,830,000</u>         | 20 Yrs |
| Estimated Debt Issuance Costs           | \$ 140,000                  |        |
| <b>Certificates of Obligation Total</b> | <u><u>\$ 3,900,000</u></u>  |        |
| Total Debt Issue                        | <u><u>\$ 23,535,000</u></u> |        |

**August 26, 2010**  
**Regular Agenda Item No. 8**  
**Appointment of Citizens to Various Boards and Committees**

**To:** Glenn Brown, City Manager

**From:** Sherry Mashburn, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees.

**CITIZEN MEMBERSHIP**

Bicycle, Pedestrian and Greenways Advisory Board

Cemetery Committee

Construction Board of Adjustments and Appeals

Design Review Board

Historic Preservation Committee

Landmark Commission

Medical Corridor Citizen Advisory Committee

Parks and Recreation Board

Planning and Zoning Commission

Zoning Board of Adjustments

**Attachments:**

Notebook of Citizen Committee applications provided prior to meeting.