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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, September 23, 2010 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

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

- **Presentation and update on Police Officer Tracy Sheets' recovery process**
- **Recognition of Mark Smith for his 30 years of service to the City of College Station**

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 of minutes for City Council meetings on September 9, 2010 and September 13, 2010.

b. Presentation, possible action and discussion on the second reading of a franchise agreement with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclable commodities from multifamily apartments and commercial businesses.

- c. Presentation, possible action, and discussion on the third 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.
- d. Presentation, discussion and possible action regarding renewal of an annual price agreement with Ergon Asphalt & Emulsions to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$60,000.
- e. Presentation, possible action and discussion of an ordinance amending Chapter 3, "Building Regulations", Section 2, "Right-Of-Way Maintenance", of the Code of Ordinances.
- f. Presentation, possible action, and discussion on the FY 2010-2011 BVSWMA, Inc Proposed Budget.
- g. Presentation, possible action, and discussion on the first reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.
- h.: Presentation, possible action, and discussion of an Agreement for Common Use of Distribution Poles and Transmission Structures.
- i. Presentation, possible action, and discussion regarding the first renewal of a contract with DXI Industries Inc. for the purchase of bulk liquid chlorine, not to exceed \$77,220 per year.
- j. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.
- k. Presentation, possible action, and discussion regarding approval of Change Order #3, in the amount of \$25,056.68 to contract 09-306 with HDR Engineers, Inc., for additional professional services needed to develop our Wastewater Master Plan and the transfer of \$25,056.68 from wastewater contingency to this project.
- l. Presentation, possible action, and discussion regarding the formation of the College Station Business Advisory Committee.
- m. Presentation, possible action, discussion, and approval on awarding Bid No. 10-79 for the purchase of five distribution circuit breakers for the Electric Utility to WESCO Distribution, Inc. in the amount of \$101,490.00.
- n. Presentation, possible action, and discussion regarding approval to purchase Police Department's Electronic Citation Replacement Equipment, hand held units from Advanced Public Safety (APS) for an amount not to exceed \$66,459.35.
- o. Presentation, possible action, and discussion regarding a Renewal Agreement for a Landscape Maintenance Service Contract for thirty (30) sites comprised of parks, streets, open space, and greenways with Landscapes, USA. This renewal will be on a month-to-month basis, with monthly payments based upon the Fiscal Year 2011 annual amount of \$250,998.63. Monthly payments are not to exceed \$20,916.55.
- p. Presentation, possible action, and discussion regarding a Renewal Agreement for a Landscape Maintenance Service Contract for seventeen (17) sites comprised of various municipal facilities with

Rainbow Gardens Nursery. This renewal will be on a month-to-month basis, with monthly payments based upon the annual Fiscal Year 2011 amount of \$113,904. Monthly payments are not to exceed \$9,492.00.

q. Presentation, possible action and discussion regarding approval of Contract 10-272 to Black & Veatch Corp. to perform engineering analysis and a coordination study on the CSU Electric transmission system in conjunction with Brazos Electric Cooperative and BTU for an amount not to exceed \$71,500.

r. Presentation, possible action, and discussion approving a resolution authorizing the use of competitive sealed proposals (CSP) as the delivery method for the Wolf Pen Creek Water Feature and Festival Area project.

s. Presentation, possible action and discussion to authorize expenditure of funds for FY'11, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.

t. Presentation, possible action, and discussion regarding the award of Bid #10-89 for steel distribution poles (Group A & B) to TransAmerican Power for \$176,005.00, fiberglass composite poles (Group C) to HD Supply for \$89,540.00, and concrete pole (Table A-1 & A-2) to Texas Electric Coop for \$260,530.00. Total expenditure is \$526,075.00. Group D item will not be awarded.

u. Presentation, discussion, and possible action regarding the consent for Assignment and Assumption of Contract 10-149 to Osrose Utilities Services, Inc. for Wood Pole Treatment and Inspection services.

v. Presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to add Section J. "Lodge Street Parking" for the implementation of a No Parking Zone during times in which the street becomes two-way for vehicular traffic.

w. Presentation, possible action, and discussion regarding a proposed amendment to the City's smoking ordinance defining smoking-related medical or scientific research and adding it as an exception.

x. Presentation, possible action, and discussion regarding City of College Station Property/Casualty, Excess Liability and Workers Compensation Insurance Policies for Fiscal Year 2011. FY11 premiums have decreased 22% from FY10 premiums. With the addition of Auto Property Damage coverage, the net decrease in premiums is 14% over FY10 premiums. Council action is required to reject responses received from RFP 10-85, as replaced by RFP 10-94.

y. Presentation, possible action and discussion to approve a resolution not to exercise Contract Number 09-092 renewal option #3 with Standard Insurance Company for long term disability benefits.

z. Presentation, possible action and discussion approving a resolution to terminate the CVS Caremark Prescription Drug Benefits contract, #08-213, effective January 1, 2011, without cause and without penalty, according to the terms of the contract.

Regular Agenda

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

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

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

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

1. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of College Station, Texas, specifically zoning 115.14 acres along Munson Avenue, Marsteller Avenue, Woodland Parkway, Ashburn Avenue, Rose Circle, and Holt Street between Lincoln Avenue and Gilchrist Avenue with Neighborhood Prevailing Overlay.
2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 152 square foot portion of right-of-way located at 406 Boyett Street and a 207 square foot portion of right-of-way located at 407 Second Street.
3. Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for water service and wastewater service.
4. Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising revenues for electric services approximately six percent (6%).
5. Presentation, possible action, and discussion regarding an ordinance approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved in 2008.
6. Presentation, possible action, and discussion on a Construction Manager at Risk (CMAR) contract with Bartlett Cocke, L.P. for the Fire Station No. 6 project for a not to exceed amount of \$6,000,000.00.
7. Presentation, possible action, and discussion regarding the City's appointments to the Brazos Animal Shelter's Board of Directors.
8. Adjourn.

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

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, September 23, 2010 at 3:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 20th day of September, 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. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 20, 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. Council meetings are broadcast live on Cable Access Channel 19.

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 9, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, arrived after roll call

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

David Neeley, Assistant City Manager
Harvey Cargill, City Attorney
Sherry Mashburn, City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Pro Tem John Crompton at 3:00 p.m. on Thursday, September 9, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Presentation, possible action, and discussion on items listed on the consent agenda.

Item 2j was pulled from the Consent Agenda.

2j. David Schmitz, Assistant Director of Parks and Recreation, explained the appraised marker value is \$249,000 as of this past February. The purchase price is \$265,000 at \$23.60 per square foot. This amount is on target with what has been spent on parkland in the Northgate area. There is no master plan yet, and they will be looking at the neighborhood it is located in, and it will be tailored towards Northgate. The funding for this project is from the 2008 General Obligation Bond Authorization and is in the Parks Capital Project Fund budget. It is intended that as parkland dedication funds are received in this area, then those funds will be used to reimburse this fund and allow for additional future neighborhood park acquisitions.

Jeff Kersten, Chief Financial Officer, explained that these funds can be expended on new improvements, not maintenance and operations.

Council consensus was to place this on the next agenda as a regular item.

2. Presentation, possible action, and discussion on the FY 2010-2011 Proposed Budget.

Jeff Kersten, Chief Financial Officer, presented to the Council the following proposed changes to the FY 2010-2011 Budget:

<u>General Fund – net decrease of \$46,179</u>	
Animal shelter	+\$27,085
Concessions subsidy	-\$57,334
Teen programs (net)	-\$40,000
Funding TX21 & GCHC	-\$10,000
Street rehabilitation	+\$50,000
Library	-\$14,276
Fire dept position	-\$41,768
City secretary position	+\$40,114

Equipment Replacement Fund – increase of \$44,416 for a police vehicle.

Economic Development Fund - decrease of \$50,000 for payment to RVP.

Recreation Fund – net change \$0.

Youth Recreation and Seniors will be moved from the General Fund, and the concessions subsidy will be removed.

Hotel Tax Fund – net increase of \$137,000

Revolving tournament fund	+\$200,000
Veterans' Memorial contribution	-\$ 10,000
Bush library	-\$ 25,000
Convention and Visitors Bureau	-\$ 28,000
Arts Council Affiliate funding	+\$ 19,000
Arts Council O&M	-\$ 19,000

He reminded the Council that the Budget will be considered for adoption on Monday, September 13, 2010.

3. Presentation, possible action and discussion regarding an update on the Bryan-College Station Mobility Initiative.

Terri Childress, Assistant Director of the Texas Transportation Institute, provided a status update. They are focusing on improving the efficiency and effectiveness of the road transportation system in the community. They want to improve mobility and safety. 2006 goals included: 1) establish BCS traffic management center; 2) improve management and coordination

of special event and incident traffic; 3) coordinate traffic signal operations; 4) enhance local emergency service responses; 5) improve data needed for effective regional transportation planning; and 6) enable sustainable smart growth in Brazos Valley. Benefits include: 1) active transportation management critical part of an overall transportation strategy; 2) provides transportation professionals and policy makers with additional tools for decision making; 3) improved coordination of traffic signal timing and progression; 4) improved event management across the community; 5) improved incident management; 6) real time traffic data; 7) a centralized repository of traffic data to support transportation efforts; 8) supports green strategy; and 9) increase driver and public information on traffic operation system.

The benefits of achieved goals were the deployment of state of the art technology, community-wide coordination of traffic operations, enhanced traveler information to the public with Bluetooth technology; and enhanced agency planning tools.

In the next 30-45 days: the online traffic conditions map (traffic movement, road closures, construction zones) will be made available to the public; they will operationalize the traffic management center (actually staffed during peak periods); visual monitoring of system with cameras strategically located throughout community; rapid response to incidents on the system; and coordination of signal timing.

Future actions and steps include: formalize agreements for data sharing and funding; build out of system (includes adding cameras, adding data capture capabilities, upgrade Translink systems, and enhance the online map display).

There is \$1 million federally designated funding, and stakeholder participation of up to 400,000 per year is also needed. The partners will drive the future of this system.

4. Presentation, possible action, and discussion regarding the Unified Development Ordinance and the regulation of emerging commercial and industrial businesses including food trucks and micro-industrial uses (micro-breweries, micro-coffee roasting, etc.).

Bob Cowell, Director of Planning and Development Services, reported they are seeing newer forms of land uses being requested. He requested direction regarding two policy questions: should regulation for these uses be more permissive, and if so, what types of parameters should be established?

Under current regulation, food trucks, kiosks, push carts, etc. are currently permitted as temporary vendors; they are limited to 21 days in a year, sales tax permits are required, and county health approvals are required. Micro-industrial uses, like a micro-brewery (small scale brewery) are classed as industrial uses and require industrial zoning.

The benefits and impacts related to food trucks, etc. include emerging economic opportunities, provides diversity in the local economy, incubates new businesses/business expansion, competes with “brick and mortar” establishments, loss of property tax opportunities, could contribute to litter issues, proliferation of uses could led to aesthetic and integrity issues, and enforcement is difficult.

The benefits and impacts related to micro-industrial uses include the same ones as mentioned before, but also include: may be incompatible with adjacent land uses and could result in defacto industrial parks.

Possible parameters related to food trucks include: expand the total number of days permitted; require the use to be accessory to an established brick and mortar business located in College Station; require a litter control plan; hold the property owner responsible for code compliance; and limit the intensity and size of operation.

Possible parameters related to micro-industrial uses include: limit the intensity, size and impact of use; and limit the approved locations (by zoning, by area, by type).

Council consensus was to be more permissive and directed staff to proceed within the parameters discussed, focusing in the stakeholder discussions on whether the use is an accessory to an existing business.

5. Presentation, possible action, and discussion on the FY 2010-2011 BVSWMA, Inc. Proposed Budget.

Jeff Kersten, Chief Financial Officer, presented the FY 2010-2011 BVSWMA budget. The board will consider this budget for adoption on September 15. Both cities have the opportunity to review the budget. If the city does not take action in within thirty days, then the budget is automatically approved. The College Station budget includes salaries and benefits for the College Station landfill employees in the amount of \$1,457,339 to be reimbursed by BVSWMA.

The proposed budget has three components, Operations and Maintenance; Capital Improvements; and non-departmental.

Projected revenues of \$7,477,200 include landfill charges, the compost facility, interest, and other. There is a conservative estimate for a future rate increase at a possible 2.5% in FY12.

Estimated expenditures and transfers of \$4,641,347 include landfill operations, BVSWMA administration, new administration costs, compost facility, equipment replacement, service level adjustments, and a pay plan contingency.

The Capital Projects budget is \$3,398,765. The biggest component is the Rock Prairie Final Cover Project, along with \$50,000 for the design work for the Twin Oaks Cell Construction and \$348,765 for the Twin Oaks Entrance Permit requirements and litter fencing.

Non-departmental expenditures in the amount of \$1,359,896 are for the debt service transfer for College Station and Bryan, as well as for the general and administration transfer costs, compost facility equipment payback to Bryan, Grimes County host fees and contingency.

The City Council will consider this budget for adoption on September 23.

6. Presentation, possible action, and discussion regarding the Asset Transfer Agreement between BVSWMA, Inc., the City of College Station and the City of Bryan.

Mark Smith, Director of Public Services, presented the BVSWMA Asset Transfer Agreement. He reported the Board met on September 1 and discussed language for a successive 20-year lease that automatically renews.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted four (4) for and none (0) opposed, with Councilmember Maloney abstaining, to approve the proposed language as presented. The motion carried.

7. Council Calendar

- **September 10 Special BVSWMA Board Meeting at Public Works - Room 203 Municipal Court Bldg - 300 Krenek Tap, 11:30 a.m.**
- **September 13 BVSWMA Luncheon/Tour, 12:00 p.m.**
- **September 13 Joint BVSWMA Inc. Board, COB and COCS Council in Council Chambers, 4:30 p.m.**
- **September 13 Special Meeting - Adoption of Budget in Council in Council Chambers, 6:00p.m.**
- **September 15 BVSWMA Inc. Board Meeting at COB Municipal Building - Room 305, 11:00 p.m.**
- **September 15 2010 Exploring History Lunch Lecture Series at CS Conference Center, 11:30 p.m.**
- **September 16 Business After Hours - Sterling Automotive in Council Calendar, 5:30 p.m.**
- **September 16 Planning & Zoning Meeting in Council Chambers, 6:00 p.m.**
- **September 17 TTI - Environmental & Emissions Research Facility Grand Opening at TAMU Riverside Campus, 11:00 a.m.**
- **September 20 IGC Meeting at BVCOG, 12:00 p.m.**
- **September 21 Council Transportation Committee Meeting in Council Chambers, 4:30 p.m.**
- **September 21 Celebrating the Arts 2010 at Miramont Country Club, 5:30 p.m.**
- **September 22 Joint BVSWMA Meeting with City of Bryan, City of College Station, County, 10:30 a.m.**
- **September 23 Council Workshop/Regular Meeting in Council Chambers, 3:00 & 7:00 p.m.**
- **November 11 Dedication of the Korean War Memorial on the Lynn Stuart Pathway, Veterans Park, 4:00 p.m.**
- **November 11 Reading of the Names at the Veterans Memorial, Adams Plaza, Veterans Park, 6:00 p.m.**
- **November 11 Veterans Memorial Day Ceremony at the American Pavilion, Veterans Park, 7:00 p.m.**

Staff briefly noted the upcoming meetings.

8. Presentation, possible action, and discussion on future agenda items: a Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember Maloney reminded everyone about the Kolache Festival in Caldwell this Saturday and urged attendance to support that community. He requested more information on an article regarding a meeting with the County and City of Bryan regarding drawing new lines for Commissioners Court. He also noted that TXDOT is looking at an overpass at FM2818 and Villa Maria. An overpass is not needed there as badly as it is at Wellborn and George Bush. He asked staff to get that on the table.

9. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments, (Notice of Agendas posted on City Hall bulletin board).

Councilmember Ruesink reported that the Sister Cities met, and they will be participating at the Business After Hours on September 15 as part of World Fest. Also, there will be a historic home Christmas tour on the south side of College Station. He also reported the CVB met and decided to hold a special meeting to see where they want to go with the convention center.

Councilmember Lyles reported there will be a Health Board meeting on September 22. She also asked everyone to mark their calendar on September 21 for the arts fundraiser.

10. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Deliberation Regarding Economic Development Negotiation, the College Station City Council convened into Executive Session at 5:31 p.m. on Thursday, September 9, 2010 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation regarding:

- City of Bryan's application with TCEQ for water and sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan.

- 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.
- Water CCN/2002 Annexation/Wellborn Water Supply Corporation.
- Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White.
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- Clancey v. College Station, Glenn Brown, and Kathy Merrill.

B. Consultation with Attorney to seek legal advice regarding:

- Discussion of Legal Issues; to wit: Wellborn Incorporation Request.
- Contemplated litigation; to wit: Legal remedies available to abate weeds, rubbish, brush and other unsanitary matter from a lot in the College Hills residential area.
- Legal issues of purchase and lease back to Arts Council.
- Legal issues related to the Café Eccell lease.

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager.
- Council Self-Evaluation.

D. Deliberation on offer of possible incentives to entities considering locating, staying, or expanding in the College Station community; to wit:

- Pharmaceutical Prospect for Bio-Corridor.

The Executive Session adjourned at 6:55 p.m. on Thursday, September 9, 2010.

Action on Executive Session or any workshop item not completed or discussed in the workshop meeting may be discussed in the following Regular Meeting, if necessary.

11. Adjournment

MOTION: There being no objection, Mayor Berry adjourned the workshop of the College Station City Council at 6:55 p.m. on Thursday, September 9, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 9, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

David Neeley, Assistant City Manager
Harvey Cargill, City Attorney
Sherry Mashburn, City Clerk

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:05 p.m. on Thursday, September 9, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

• **Citizen Comments**

Jacob Wilke, 1014 Bright Circle, a senior at TAMU, asked the Council to consider creating a non-voting position for an A&M student. There needs to be more connection between the university and the city that houses it. The position should be filled by a current student whose only constituency is the student body as a whole. We should unify to meet issues together; a new and fresh perspective does not hurt anybody.

Christian Ede, 1304 Todd Trail, stated that he has lived in the community for over 30 years and wants to propose that College Station and Bryan get together for creation of a BCS airport. He also suggested more bicycle lanes and sidewalks.

CONSENT AGENDA

- 2a. Presentation, possible action, and discussion of minutes for July 7, 2010, July 13, 2010, August 11, 2010, and August 26, 2010 Workshop and Regular Meetings.
- 2b. Presentation, possible action, and discussion on a letter agreement for year 2 of the Professional Auditing Services engagement with Ingram, Wallis & Co., P.C. for the fiscal year ending September 30, 2010 with expenditures totaling \$82,000 from the City of College Station and \$16,500 from BVSWMA.
- 2c. Presentation, possible action, and discussion on the purchase of a John Deere Tractor Mower from Coufal-Prater Equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$59,634.40.
- 2d. Presentation, possible action, and discussion on an amendment to the contract with the Texas Department of State Health Services for the Mayor's Council on Physical Fitness Grant Contract.
- 2e. Presentation, possible action, and discussion regarding the authorization for the Mayor to execute the renewal of two utility easements located on the Texas A&M University System Property.
- 2f. Presentation, possible action, and discussion regarding renewal of contract #08-084 with Envirosolve and the City of College Station and City of Bryan to provide Household Hazardous Waste collection services in an amount not to exceed \$229,510.00.
- 2g. Presentation, possible action, and discussion to amend Chapter 14, Section 3 of the Code of Ordinances of the City of College Station and to adopt a resolution increasing Emergency Medical Services (EMS) fees as set forth in Chapter 14, Sections 1 and 3 of the Code of Ordinances of the City of College Station.
- 2h. Presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to add Section I. "Thirty Minute Parking" for the implementation of Loading Zones on a 50 foot section of Cherry Street and Cross Street to allow vehicles to be parked for up to 30 minutes while the vehicle is loaded or unloaded.
- 2i. Presentation, possible action, and discussion on the second 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.
- 2j. Presentation, possible action, and discussion regarding approval of a real estate contract in the amount of \$265,000 between the City of College Station (Buyer) and Debra Lynn Boyett (Seller) for the purchase of Lot One (1), Block Eighteen (18), W. C. Boyett Estate Partition, also known as 502 Boyett Street.

2k. Presentation, possible action, and discussion of an ordinance amending Chapter 3, “Building Regulations”, Section 2, “Right-Of-Way Maintenance”, of the Code of Ordinances.

Item 2j was pulled from the Consent Agenda to be considered at a later meeting.

MOTION: Upon a motion made by Councilmember Ruesink and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, less item 2j. The motion carried unanimously.

REGULAR AGENDA

1. Presentation, possible action, and discussion on the first reading of a franchise agreement with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclable commodities from multifamily apartments and commercial businesses.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Ruesink, the City Council voted six (6) for and none (0) opposed, to approve the ordinance on first reading. The motion carried unanimously.

2. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 3, “Building Regulations”, Section 6.E., “Amendments to the 2009 International Plumbing Code”, of the Code of Ordinances of the City of College Station, Texas, regarding a solids interceptor for food service facilities.

At approximately 7:20 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:21 p.m.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to adopt an ordinance amending Chapter 3, “Building Regulations”, Section 6.E., “Amendments to the 2009 International Plumbing Code”, of the Code of Ordinances of the City of College Station, Texas, regarding a solids interceptor for food service facilities. The motion carried unanimously.

3. Public hearing, presentation, possible action, and discussion on an ordinance amendment to Chapter 12 “Unified Development Ordinance,” Article 3 “Development Review Procedures,” Article 6 “Use Regulations,” Article 7 “General Development Standards,” and Article 11 “Definitions,” of the College Station Code of Ordinances, specifically related to school facilities.

At approximately 7:23 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:23 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to Chapter 12 “Unified Development Ordinance,” Article 3 “Development Review Procedures,” Article 6 “Use Regulations,” Article 7 “General Development Standards,” and Article 11 “Definitions,” of the College Station Code of Ordinances, specifically related to school facilities. The motion carried unanimously.

4. Public hearing, presentation, possible action, and discussion on an ordinance amendment to Chapter 12 “Unified Development Ordinance,” Section 6.4 “Home Occupations” and Section 11.2 “Defined Terms” of the College Station Code of Ordinances, specifically related to taxicab services.

At approximately 7:37 p.m. Mayor Berry opened the Public Hearing.

James Hannah, 1306 Todd Trail, applauds this ordinance. He sees this as a neighborhood integrity issue. If this continues, he fears he will live in a strip mall with yards rather than a residential neighborhood. Property values will suffer with vehicles with taxi cab signs on them parked on the street.

Christian Ede, 1304 Todd Trail, reported that he has owned and operated a cab for twenty years. This is about freedom and property rights. He stated his opposition to the proposed ordinance because the language is overly broad and vague. The parking proposal should be restricted to the street adjacent to the owner’s property.

Mayor Gary Halter, 1204 Ashburn, asked why the Council is so concerned about the number cabs parked at residences, but not about the number of vehicles parked at single-family rental property. That is a bigger problem than one or two individuals that have taxi businesses operating out of their homes.

Jason Adams, 821 Dominik, owner of Maroon Cabs, stated that we have to consider the drivers that will come to these homes to pick up their cabs. When he began his business and parked his cabs at his residence, he was asked to move them. He moved into an office in Northgate and took on \$100,000 in the vehicles he purchased, GPS tracking, and moving into an office. He did that in 3 years because he is a proactive company. Mr. Ede had to know this was going to come. This is a responsible act because it is eliminating traffic and danger. He supports this motion.

There being no further comments, the Public Hearing was closed at 7:59 p.m.

A motion by Jess Fields to allow up to three vehicles off street and none on the street died for lack of a second.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to adopt an ordinance amending Chapter 12 “Unified Development Ordinance,” Section 6.4 “Home Occupations” and Section 11.2 “Defined Terms” of the College Station Code of Ordinances, specifically related to taxicab services. The motion carried.

5. 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, Texas, specifically rezoning 5.10 acres from M-1 Light Industrial to R-4 Multi-Family for 100 Luther Street West, generally located southeast of the intersection of Luther Street West and Marion Pugh Drive.

At approximately 8:12 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:13 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to adopt an ordinance amending Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 5.10 acres from M-1 Light Industrial to R-4 Multi-Family for 100 Luther Street West, generally located southeast of the intersection of Luther Street West and Marion Pugh Drive. The motion carried unanimously.

6. Public hearing, presentation, possible action, and discussion regarding “Leash Free” Dog Activities at Lick Creek Park as requested by the City Council on June 24, 2010.

At approximately 8:20 p.m. Mayor Berry opened the Public Hearing.

Adam Bippus, 1331 Harvey Mitchell #706, did not come forward to speak.

Mike Cronan, 8606 Walnut Bend, stated his support to keep Lick Creek Park as an off-lease park. Lick Creek is unique and serves a lot of different users. It is unique and isolated, and he walks there with his yellow lab and has never seen incidents with dogs.

Alex Finch, 422 E. Hunting Tower, Montgomery, said he is unfamiliar with these types of dog parks and asked if dangerous dogs are allowed to enter this park.

Jacob Wilke, 1014 Bright Circle, did not come forward to speak.

Mayor Gary Halter, 1204 Ashburn, stated that the park was conceived while he was mayor. He reported that the City bought this land at a low cost and so there was little investment. They envisioned a natural park kept in a natural state. The community needed a place to allow dogs to run loose. He has never seen an incident between dogs and people there. He noted that people need to cultivate dogs to deal with humans and other dogs. Lick Creek Park provides that. People who have dogs that aren't well trained should not have their dogs out there. It is working pretty well at this time. He noted that fenced dog parks are filthy places.

Wendy Martin, 4406 Woodland Drive, stated having the park there encourages the community to be more active. Fenced dog parks do not create a habit of activity, and people do not interact with their dogs. Lick Creek Park encourages responsible ownership. Most people that attend are responsible, and those that aren't are policed by the others. There have only been two incidents in five years.

Andrew Middleton, 4050 Pendleton, Bryan, thanked the Council for setting up Lick Creek Park. He has been a runner for years and has enjoyed the use of park; however, for the purposes for which it was set up (jogging, cycling, and horseback riding), unleashed dogs are a conflict. Lease-free activities are only warranted if the owner maintains voice control. What protects a person on the other end? A dog owner can attest they have control, but oftentimes they really don't. He's been jumped on, bitten, and pushed off the trail. There may have been more incidents than those reported.

Abigail Bowers, 1407 Airline, said she was looking for a workout, got a dog and took it to Lick Creek Park. She was depressed, has now overcome that and has a support group there. She said she has been almost run over by cyclists. Also, there are wild animals there. There are things more dangerous than unleashed dogs at Lick Creek Park.

Cindy O'Donovan, 5001 Maidstone Ct., said she is in favor of keeping Lick Creek lease-free. She is out there every morning, and it is the only place in town she can do that. It is a natural area. She has never seen an instance where someone was attacked. Most people with aggressive dogs keep them on leashes. She noted that she is also a jogger and a biker .

Bob Wharton, 1702 Todd Trail, reported he has been going to Lick Creek since before it opened. He is doing research out there on an annual basis, and he also enjoys the wild life. Based on his experience, about every third group of dogs is not under voice control, varying from dogs running ahead of people to dogs jumping on people. That can be frightful to young children who are smaller than the dogs. It is annoying to have someone's dog jump on him or come up to him while bird watching. He personally feels there are a lot of those kinds of incidences. Better option is to have it lease-free, but more policed.

There being no further comments, the Public Hearing was closed at 8:43 p.m.

7. Public hearing, presentation, possible action, and discussion concerning Phase II of the Hike and Bike Trail project along FM 2818 continuing from Welsh Avenue to the Campus Village trail and through Southwest Park.

At approximately 9:09 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 9:09 p.m.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted six (6) for and none (0) opposed, to proceed with Phase II of the Hike and Bike Trail project along FM 2818 continuing from Welsh Avenue to the Campus Village trail and through Southwest Park. The motion carried unanimously.

8. Presentation, possible action, and discussion regarding rescheduling the first City Council meeting in November.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Crompton, the City Council voted six (6) for and none (0) opposed, to reschedule the first meeting in November to Wednesday, November 10. The motion carried unanimously.

9. Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees.

Mayor Berry announced this item would be placed on the Monday, September 13, agenda.

10. Adjournment.

MOTION: There being no objection, Mayor Berry adjourned the regular session of the College Station City Council at 9:13 p.m. on Thursday, September 9, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE JOINT MEETING WITH
BVSWMA, INC. BOARD OF DIRECTORS, CITY OF BRYAN CITY COUNCIL AND
CITY OF COLLEGE STATION CITY COUNCIL
SEPTEMBER 13, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Sherry Mashburn, City Clerk

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Joint Meeting with BVSWMA, Inc. Board of Directors, City of Bryan City Council, and the College Station City Council was called to order by Mayor Nancy Berry at 4:35 p.m. on Monday, September 13, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. 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.

MOTION: Upon a motion made and seconded, with Councilmember Maloney abstaining, the City Council voted five (5) for and none (0) opposed, with Councilmember Maloney abstaining, to approve a Borrowed Employee Agreement between the City of College Station and the Brazos Valley Solid Waste Management Agency Inc. The motion carried.

3. Presentation, possible action, and discussion regarding the Asset Transfer and Debt Reimbursement Agreement between BVSWMA Inc., the City of College Station and the City of Bryan.

MOTION: Upon a motion made and seconded, the BVSWMA Board of Directors, voted seven (7) for and none (0) opposed, to approve the Asset Transfer and Debt Reimbursement Agreement between BVSWMA Inc., the City of College Station and the City of Bryan. The motion carried unanimously.

MOTION: Upon a motion made and seconded, the Bryan City Council voted seven (7) for and none (0) opposed, to approve the Asset Transfer and Debt Reimbursement Agreement between BVSWMA Inc., the City of College Station and the City of Bryan. The motion carried unanimously.

MOTION: Upon a motion made and seconded, the College Station City Council voted five (5) for and none (0) opposed, with Councilmember Maloney abstaining, to approve the Asset Transfer and Debt Reimbursement Agreement between BVSWMA Inc., the City of College Station and the City of Bryan. The motion carried.

4. Presentation, possible action, and discussion of an Agreement between the City of College Station, the City of Bryan and the Brazos Valley Solid Waste Management Agency Inc. regarding the Assignment and Assumption of Contracts and Payables.

MOTION: Upon a motion made and seconded, the BVSWMA Board of Directors, voted seven (7) for and none (0) opposed, to approve an Agreement between the City of College Station, the City of Bryan and the Brazos Valley Solid Waste Management Agency Inc. regarding the Assignment and Assumption of Contracts and Payables. The motion carried unanimously.

MOTION: Upon a motion made and seconded, the Bryan City Council voted seven (7) for and none (0) opposed, to approve an Agreement between the City of College Station, the City of Bryan and the Brazos Valley Solid Waste Management Agency Inc. regarding the Assignment and Assumption of Contracts and Payables. The motion carried unanimously.

MOTION: Upon a motion made and seconded, the City Council voted five (5) for and none (0) opposed, with Councilmember Maloney abstaining, to approve an Agreement between the City of College Station, the City of Bryan and the Brazos Valley Solid Waste Management Agency Inc. regarding the Assignment and Assumption of Contracts and Payables. The motion carried.

5. Presentation, possible action, and discussion regarding a Final Settlement Agreement and Release related to the final settlement and dismissal of the certain lawsuit referred to as City of Bryan, Texas v. City of College Station, Texas, Cause No. 08-001626-CV-272 in the 272nd District Court of Brazos County, Texas, (“the Lawsuit”); consider the Agreed Motion to Dismiss; and, consider the Agreed Order of Dismissal.

MOTION: Upon a motion made and seconded, the Bryan City Council voted seven (7) for and none (0) opposed, to approve a Final Settlement Agreement and Release related to the final settlement and dismissal of the certain lawsuit referred to as City of Bryan, Texas v. City of College Station, Texas, Cause No. 08-001626-CV-272 in the 272nd District Court of Brazos

County, Texas, (“the Lawsuit”); consider the Agreed Motion to Dismiss; and, consider the Agreed Order of Dismissal. The motion carried unanimously.

MOTION: Upon a motion made and seconded, the City Council voted five (5) for and none (0) opposed, with Councilmember Maloney abstaining, to approve the final settlement and dismissal of the certain lawsuit referred to as City of Bryan, Texas v. City of College Station, Texas, Cause No. 08-001626-CV-272 in the 272nd District Court of Brazos County, Texas, (“the Lawsuit”); consider the Agreed Motion to Dismiss; and, consider the Agreed Order of Dismissal. The motion carried.

Judge Zimmerman paid tribute to the Cities of Bryan and College Station and remarked that the citizens of this area should be very proud of everyone’s efforts in this regard. He noted these are two very strong-minded cities that remained independent but came together on this remarkable journey over a long time period that will serve this community very well, and he wished this community really knew the difficulty of the endeavor that everybody participated in. The legal counsel in each city was excellent and the efforts of all involved culminated in the marriage of this incredible project. He thanked everyone for permitting him to take part in this remarkable journey.

6. Adjournment

MOTION: There being no objection, Mayor Berry adjourned the Joint Meeting with BVSMA, Inc. Board of Directors, City of Bryan City Council, and the College Station City Council at 4:50 p.m. on Monday, September 13, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 13, 2010

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Dave Ruesink

City Staff:

Glenn Brown, City Manager
David Neeley, Assistant City Manager
Harvey Cargill, City Attorney
Sherry Mashburn, City Clerk

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 6:05 p.m. on Monday, September 13, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2010-2011 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Ruesink, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to adopt the FY 2010-2011 budget, reflecting the adjustments presented at the last Council meeting. The motion carried.

MOTION: Upon a motion made by Councilmember Crompton and a second by Councilmember Ruesink, the City Council voted five (5) for and one (1) opposed, with

Councilmember Fields voting against, to ratify the property tax revenue increase reflected in the budget. The motion carried.

3. Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2010-2011 ad valorem tax rate of \$0.447543 per \$100 assessed valuation, the debt service portion being \$0.220194 per \$100 assessed valuation and the operations and maintenance portion being \$0.227349 per \$100 assessed valuation.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Crompton, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to adopt an ad valorem tax rate of \$0.447543 per \$100 assessed valuation, the debt service portion being \$0.220194 per \$100 assessed valuation and the operations and maintenance portion being \$0.227349 per \$100 assessed valuation. The motion carried.

4. Presentation, possible action, and discussion regarding selection of applicants to various Citizen Boards and Committees.

Convention and Visitors Bureau: Steve Aldrich

Bicycle, Pedestrian, and Greenways Advisory Board: Greg Stiles (Banking, Real Estate); Marcy Halterman-Cox (Health/Kinesiology); Sherry Ellison (Running/Walking); David Russell (Bicycling); Alan King (Landscape Architecture); Jeff Young (Environmental/Ecological Sciences); Dennis Maloney (Chair)

Landmark Commission: Gains West (moved up from Alternate, and appointed Chair); Steven Schloss (architect); Hillary Jessup (Alternate)

5. Executive Session

In accordance with the Texas Government Code §551.074-Personnel, the College Station City Council convened into Executive Session at 6:50 p.m. on Monday, September 13, 2010 in order to continue discussing matters pertaining to:

- 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 Auditor
 - b. Municipal Court Judge
 - c. City Manager
 - d. Council Self-Evaluation

The Executive Session adjourned at 9:10 p.m. on Monday, September 13, 2010.

6. Action on Executive Session.

No action was required from Executive Session.

7. Adjournment

MOTION: There being no objection, Mayor Berry adjourned the Special Meeting of the College Station City Council at 9:14 p.m. on Monday, September 13, 2010. The motion carried unanimously.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

**September 23, 2010
Consent Agenda Item 2b
Multifamily/Commercial Recycling Franchise**

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the second reading of a franchise agreement with Professional Trash Valet, LLC dba Brazos Valley Trash Valet & Recycling for the collection of recyclable commodities from multifamily apartments and commercial businesses.

Relationship to Strategic Goals: V. Green Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The proposed non-exclusive five (5) year franchise agreement allows for the collection of recyclable commodities from multifamily apartments and commercial businesses within the corporate limits of the City of College Station.

The company will be responsible for developing onsite recycling programs and shall provide the means of recycling to those multifamily apartments and commercial businesses that request this service.

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: N/A

Attachments:

1. Franchise Ordinance is on file in the City Secretary's Office

September 23, 2010
Consent Agenda Item #2c
Recycling Collection Franchise

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: : Presentation, possible action, and discussion on the third 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 is on file in the City Secretary's Office

**September 23, 2010
Consent Agenda Item 2d
Emulsified Asphalt Price Agreement**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion and possible action regarding renewal of an annual price agreement with Ergon Asphalt & Emulsions to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$60,000.

Recommendation(s): Staff recommends approval of the renewal for one year to Ergon Asphalt & Emulsions.

Summary: Ergon Asphalt & Emulsions was the successful bidder for the FY2009 blanket purchase agreement. Emulsified asphalt is used for the seal coat process, pothole repair and maintenance of streets in the City. This renewal is the second of two optional annual renewals of the current contract. The contract supports maintenance operations in the Street Maintenance Division.

Budget & Financial Summary: Funding is available in the operating budget of the Street Maintenance Division.

Attachments: Renewal letter

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 08-89, for various emulsified asphalt products, in accordance with all terms and conditions previously agreed to and accepted, in the not to exceed amount of \$60,000.00.

I understand this renewal term will be for the period beginning October 1, 2010 thru September 30, 2011.

ERGON
~~ERGON~~ ASPHALT & EMULSIONS INC.

David Stroud
AUTHORIZED REPRESENTATIVE

9-8-10
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Adm C. Fabis
City Attorney

DATE

Chief Financial Officer

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF TRAVIS

This instrument was acknowledged on the 8th day of September, 2010,
by David Stroud in his/her capacity as Regional Sales Manager of
Ergon Asphalt & Emulsions, a TEXAS Corporation, on behalf of said corporation.



Elizabeth K. Roe
Notary Public in and for the
State of Texas

MY COMMISSION EXPIRES: December 5, 2011

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2010,
by _____, in her capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

**September 23, 2010
Consent Agenda Item 2e
Right-of-way Maintenance Ordinance**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of an ordinance amending Chapter 3, "Building Regulations", Section 2, "Right-Of-Way Maintenance", of the Code of Ordinances.

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

Summary: This ordinance amendment allows for franchise requirements to be used in lieu of registration and construction permit requirements contained in the ROW Maintenance Ordinance.

Budget & Financial Summary:

Attachments:

1 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, "BUILDING REGULATIONS", 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 3, "Building Regulations", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

That Chapter 3, "Building Regulations", Section 2, "Right-Of-Way Maintenance", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding subsection F, paragraph (4), as set out hereafter to read as follows:

- (4) Registration and construction permits are not required when a current franchise provides for a process that adequately replaces or meets the requirements of registration and permitting in this section.

**September 23, 2010
Consent Agenda Item 2f
FY 11 Proposed BVSWMA, Inc Budget**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on the FY 2010-2011 BVSWMA, Inc Proposed Budget.

Recommendation(s): Staff recommends the Council approve the FY 11 BVSWMA, Inc. Proposed Budget, contingent on approval by the BVSWMA, Inc. Board.

Summary: The BVSWMA, Inc proposed budget was presented to the BVSWMA, Inc. Board of Directors on August 18th.

According to the By-Laws of BVSWMA, Inc, after the board approves the budget the budget will be presented to the 2 City Council's for approval. The BVSWMA, Inc Board of Directors will consider the Fiscal Year 2010-2011 BVSWMA, Inc budget at its next Board Meeting.

The BVSWMA, Inc Budget was presented to the City Council for consideration at the September 09 City Council Meeting.

Budget & Financial Summary: The budget is discussed in detail in the Proposed BVSWMA, Inc Budget document.

Attachments:

1. The Proposed Budget has been distributed under a separate cover

**September 23, 2010
Consent Agenda Item 2g
City of Bryan Retail Electric Franchise**

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion on the first reading of a ten (10) year franchise agreement with the City of Bryan for retail sale of electricity within the City of College Station and certificated to Bryan by the Public Utility Commission of Texas.

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

Recommendation(s): Staff recommends approval of the first reading of a ten (10) year franchise agreement with the City of Bryan that allows for use of public rights-of-way for the retail sale of electricity within the City of College Station as certificated to Bryan by the Public Utility Commission of Texas.

Summary: This Electric Power Franchise gives the City of Bryan the right to use public rights-of-way within specified areas of College Station in order to provide retail electric service to areas certificated to Bryan by the Public Utility Commission of Texas. This Franchise is for a period of ten years. The development of this Franchise with the City of Bryan has involved negotiations for many years between the electric utilities and legal staffs of both cities. The proposed Franchise defines such things as payments, utility construction and maintenance, conditions of right-of-way occupancy, street lighting, underground installations, records and reporting, insurance requirements, compliance and many other tangential issues associated with a franchise of this type. One important note is that this franchise only applies to areas defined as "Non-Core" areas within the City of College Station – areas that currently have Bryan electric power facilities within College Station. Staff feels that all relevant areas have been fully addressed in this document and recommends approval.

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: The City of Bryan agrees to pay College Station a sum of money equal to five percent (5%) of annual "Gross Receipts" (as defined therein) from its retail sales to electric customers served within the City of College Station. These payments will be made quarterly.

Attachments:

1. Franchise Ordinance with City of Bryan for retail sale of electricity within College Station.
2. Attachment A

City of College Station Ordinance No. _____

AN ORDINANCE GRANTING TO THE CITY OF BRYAN, TEXAS, A TEXAS MUNICIPAL CORPORATION ("BRYAN") CERTIFICATED TO PROVIDE RETAIL ELECTRIC UTILITY SERVICE BY THE PUBLIC UTILITY COMMISSION OF TEXAS ("PUC"), ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE THAT EXTENDS TO SPECIFIED AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("COLLEGE STATION"), TO USE THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, ROADS, HIGHWAYS, SIDEWALKS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC RIGHTS OF WAY (COLLECTIVELY "ROW") IN THE SPECIFIED AREAS OF COLLEGE STATION FOR CONSTRUCTION AND OPERATION OF ITS ELECTRIC SYSTEM FOR A PERIOD OF TEN (10) YEARS; REGULATING THE USE OF THE RIGHTS OF WAY BY BRYAN AND THE REPAIR AND RESTORATION OF STREETS DISTURBED BY CONTRUCTION; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING AND LOWERING OF CABLES AND OTHER EQUIPMENT AND MATERIAL; PROVIDING FOR COMPENSATION TO BE PAID TO COLLEGE STATION; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL POWERS OF REGULATION; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; PROVIDING FOR ACCEPTANCE BY BRYAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bryan is now and has been engaged in the electric utility business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in College Station pursuant to such rights as may have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the police powers granted by and under said laws to College Station; and

WHEREAS, it is hereby found and determined by the City Council of College Station that it is in the best interest of College Station that a franchise be awarded to Bryan stating the agreement between Bryan and College Station under which Bryan may use the Streets, Alleys and other public rights of way to maintain and construct its physical plant in College Station;

NOW, THEREFORE,

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

Section 1. DEFINITIONS.

For the purpose of this Ordinance the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

- A. "Anniversary Date" shall mean the date on which this Franchise is accepted by Bryan.
- B. "Bryan" shall mean the City of Bryan, Texas, a municipal corporation.
- C. "College Station" shall mean the City of College Station, Texas, a municipal corporation.
- D. "Consumer" shall mean any Person receiving and using electric utility service from Bryan for that Person's own appliances or equipment within College Station whether or not the Electricity is billed directly to that Person or to another party. (As an example, in the case of a rental unit where the cost of utilities is part of the rent, the landlord is a Customer and the tenant is a Consumer.)

- E. "Core Areas" shall mean all areas within the Corporate limits of College Station other than areas defined as Non-Core Areas. Core Areas are defined by the boundaries as set forth in Attachment A to this document.
- F. "Corporate limits" shall mean the corporate limits of the City of College Station, Texas, as they may exist from time to time. References to areas "within College Station" or "in College Station" mean and refer to locations within the corporate limits of College Station.
- G. "Council" means the governing body of College Station.
- H. "Customer" means any Person billed by Bryan for Electricity or service delivered within the Corporate Limits of College Station, whether such Electricity or service is used by that Person or by others.
- I. "Director" means the director of the Department of the College Station city government having jurisdiction and responsibility for engineering and establishing standards for construction on and repair of city streets.
- J. "Electricity" shall mean energy (kWh) and power (kW) provided by Bryan.
- K. "Electric System" shall mean Bryan's system of cables, wires, lines, poles, towers, anchors, guy wires, insulators, transformers, conduits, ducts, and any associated equipment, or plant, or other facilities designed and constructed for distributing Electricity at 60,000 volts or less, or associated communications facilities or systems used solely in conjunction with Bryan's electric facilities as described herein as the same now exists and may from time to time be placed, removed, constructed, reconstructed, extended and maintained. Nothing in this Ordinance shall authorize Bryan to provide retail electric utility service to electric consuming facilities located within the area that College Station is solely authorized to provide retail electric utility service by the Public Utility Commission of Texas.
- L. "Force Majeure" shall mean, without limitation by the following enumeration, acts of God and the public enemy, the elements, fire, accidents, breakdowns, shut-down for purposes of necessary repairs, relocation or construction of facilities, breakage or accidents to machinery or distribution lines, the necessity of making repairs or alterations to machinery or to transmission or distribution lines, inability to obtain materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Franchise, and any other events, occurrences or conditions that the person claiming an event of Force Majeure could not, by the exercise of due diligence, have avoided or prevented, and which by the exercise of due diligence has been unable to overcome or cure.
- M. "Franchise" and "Ordinance" shall mean this ordinance, and all rights and obligations established herein, as it may be amended from time to time.
- N. "Gross Receipts" shall mean the annual receipts collected by Bryan from its Customers or Consumers for the retail sale of Electricity and the provision of any other electric utility services or charges to Consumers and Customers, exclusive of the sale of merchandise and/or any sales tax within the Corporate Limits of College Station. Gross Receipts shall include but not be limited to contributions in aid of construction (CIAC) and franchise fees collected from Bryan's Customers or Consumers located within College Station. Gross Receipts shall not include revenues from wholesale sales of Electricity or wholesale transmission revenues.

- O. "Non-Core Areas" shall mean all territory within College Station lying west and south of FM 2818 and extending east from FM 2818 at State Highway 6 to Carter Creek as shown in Attachment A.
- P. "Person" shall include, unless otherwise required in context, a natural person, a legal entity or other group or organization.
- Q. "Pole Use Agreement" means the standard agreement approved by Bryan and College Station pursuant to the Agreement for Common Use of Distribution Poles and Transmission Structures between Bryan and College Station and used to control the manner in which any apparatus, line or cable is attached by one party to electric poles or similar equipment owned by the other party.
- R. "Public Utility Commission of Texas" or "PUC" shall mean that agency as presently constituted by the laws of the State of Texas or any successor agency.
- S. "Public Utility Easement" shall mean those easements held, owned or controlled by College Station, the terms and conditions of which or limitations upon which are not inconsistent with the construction, maintenance and operation of electric utility facilities.
- T. "Rights of Way" or "ROW" shall mean the present and future Streets, Sidewalks, Public Utility Easements that permit electric utility service uses or other public right of way of College Station.
- U. "Sidewalk" shall mean a paved area within the street right-of-way or sidewalk easement specifically designed for pedestrians and/or bicyclists.
- V. "Streets" shall mean a street, alley, avenue, road, highway or other publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

Section 2. GRANT OF AUTHORITY.

Subject to the terms, conditions and provisions of this Ordinance, the right, privilege and franchise is hereby extended and granted to Bryan, to use ROW of College Station as necessary for all uses associated with the provision or termination of electric utility service including the construction, reconstruction, upgrade, maintenance, repair, replacement, relocation and operation of its Electric System including associated communications facilities and systems, in accordance with the terms of this Franchise, within College Station's Non-Core Area Corporate Limits as the same are now and as the same may be from time to time extended. The rights, privilege and franchise granted hereunder are non-exclusive and are granted subject to the existing charter and ordinances of College Station, and are subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by College Station in the exercise of its lawful police powers.

The Parties recognize that Bryan has for many years owned, operated and maintained an Electric System in College Station. Nothing in this Franchise is intended to limit or shall limit Bryan's rights to use easements now or hereafter held, owned or controlled by Bryan for such purposes.

COLLEGE STATION MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE THAT ITS EXISTING OR FUTURE RIGHTS OF WAY WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE ATTACHMENT, INSTALLATION, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION OR REMOVAL OF THE ELECTRIC SYSTEM.

Section 3. TERM OF FRANCHISE.

Upon the filing with College Station by Bryan of the acceptance required herein, this Franchise shall be in full force and effect for a term and period of ten (10) years, beginning on the Anniversary Date, unless terminated as provided herein.

This Franchise may be amended only upon mutual agreement by the Parties, which amendment will not be effective until reduced to writing and executed by both Parties.

Section 4. CONSTRUCTION AND MAINTENANCE OF ELECTRIC SYSTEM.

Bryan may construct new facilities that are necessary to provide electric utility service within College Station's Non-Core Area ROW. All poles to be placed shall be so set that they will not unreasonably interfere with the flow of water in any gutter or drain, and so located that the same will interfere as little as practicable with the ordinary travel on the Streets or Sidewalks, and so as not to unreasonably obstruct visibility at public street intersections. Bryan shall determine the appropriate route for all lines. The location of all poles, stubs, guys, anchors, conduits and cables placed and constructed and to be placed and constructed by Bryan in the construction and maintenance of its Electric System in College Station, and the location of all conduits laid and to be laid by Bryan within the limits of College Station pursuant to this Franchise shall be subject to lawful, reasonable and proper regulation of general applicability within the City. Bryan will give reasonable consideration to requests by College Station to relocate underground any of its aerial facilities or place new facilities underground.

Where available and where feasible to do so along the route chosen by Bryan, Bryan shall use College Station electrical poles for any expansions, additions or extensions of lines in the Electric System in College Station, and College Station will endeavor to do the same. In such instances the Pole Use Agreement will determine how such expansion, additions, or extensions will be accomplished.

Section 5. CONDITIONS OF OCCUPANCY.

- A. Use. All structures, poles, and facilities erected or maintained by Bryan on ROW within College Station shall be located so as not to cause unreasonable interference with the use of the Streets and with the rights of the owners or occupiers of property which adjoins any of such Streets.

- B. Construction and Restoration. Except as provided in this Franchise, Bryan shall comply with Chapter 3 of the Code of Ordinances of College Station, Section 2, Right-of-Way Maintenance. This Franchise gives Bryan the right to continued use and occupancy of ROW for the purpose of constructing, reconstructing, repairing, maintaining, using and operating facilities for the distribution of Electricity together with all necessary or desirable appurtenances. College Station hereby waives prior non-compliance by Bryan, if any, with Chapter 3 of the Code of Ordinances of College Station, Section 2. Pursuant to Chapter 3 of the Code of Ordinances of College Station Section 2 Subsection F.(1)(e)(6) insurance and bonding requirements are met by Section 7 of this Franchise. Additionally, with regard to Chapter 3 Section 2 Subsection I, College Station agrees that state law requires College Station to pay for relocation of electric utility facilities made at the request of the City to the extent such facilities are located in easements or other property held, owned or controlled by the electric utility. Pursuant to Chapter 3 of the Code of Ordinances of College Station Section 2 Subsection I., the Parties agree that in lieu of the prescribed ninety (90) days to relocate facilities, a different schedule will apply as follows: College Station and Bryan will mutually agree to a project timetable for relocation of Bryan electric facilities and Bryan agrees to relocate all identified electric facilities according to the project timetable; provided, however, that, in the event the Parties are unable to mutually agree to a project timetable, those identified facilities will be deemed abandoned no earlier than two (2) years from the date notice is received by Bryan and College Station may remove the facilities without liability and charge the

cost of the removal to Bryan. Notice will be given no earlier than at the time of completion of the final design of the project requiring relocation. Bryan will submit all plans of record for electric facilities in College Station right of way to the College Station Electric Utilities Department for filing. Bryan agrees that all such electric facilities in College Station right of way will comply with standards of the National Electric Safety Code (NESC), latest edition for new construction, at the time the facilities are constructed. College Station finds that this franchise adequately replaces the requirement for registration and permitting as shown in the Code of Ordinances of College Station Section 2 Subsection F.(1) and (2).

- C. Pursuant to the College Station's police power authority, this right-of-way ordinance may be superseded by a new or amended ordinance, which shall be of general application to all users of College Station rights-of-way. College Station also agrees that College Station will not tamper with, disable or remove any of Bryan's facilities without prior permission from Bryan except as provided above. College Station reserves the right to request that idle facilities that are not in use and useful be removed unless Bryan can establish the need for such facilities.
- D. Relocation of Facilities in Private Easements. Bryan may make claims, including claims for actual and reasonable costs or damages, in the event College Station requires or requests Bryan to move, relocate, change, alter, or modify any of its property constructed in easements or on other property held, owned or controlled by Bryan. College Station shall include a description of the facilities, location, desired place of relocation and request an estimate of the costs for relocation. Bryan shall provide to College Station an estimate of the costs of relocation within forty-five (45) days. If College Station requests Bryan to relocate its facilities, then, to the extent Bryan's facilities were constructed in easements or on property held, owned or controlled by Bryan, College Station shall pay within thirty (30) days of invoice Bryan's estimate of costs. Notwithstanding the foregoing, College Station will not be liable for consequential damages.
- E. Relocation of Facilities for the Benefit of Third Parties. If College Station shall require Bryan to adapt or conform its facilities, or in any way or manner to alter, relocate, or change its property to enable any other Person, except College Station, to use, or to use with greater convenience, any ROW Bryan shall not be bound to make such changes until such other Person shall reimburse or make satisfactory arrangements for reimbursement to Bryan for any loss and expense caused by or arising out of such change. College Station shall not be liable for such reimbursement.
- F. Temporary Raising or Lowering of Wire for Building Moving. Upon written request of any Person holding a building moving permit issued by College Station, Bryan shall raise, or lower its wires and cables temporarily to permit the moving of houses, buildings or other bulky structures. The reasonable expense of such temporary raising or lowering shall be paid by the benefited person, and Bryan may require such payment in advance, Bryan being without obligation to raise, or lower its wires and cables until such payment shall has been made. Bryan shall be given not less than seventy-two (72) hours advance written notice to arrange for such temporary wire and cable adjustments.
- G. Tree Trimming. College Station may, from time to time, pass ordinances regulating the trimming or removal of trees on or along College Station property, however, reasonable tree trimming and vegetation control shall be allowed.
- H. Placement of Fixtures. Bryan shall not place poles, towers or similar fixtures where the same will unduly interfere with any gas, electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, and all such poles, towers and similar facilities shall be placed in such manner as not to unreasonably interfere with the usual travel or use of the streets.

- I. Street Lights. Bryan shall provide electric service to standard or decorative street lights within Bryan's PUC certificated area in College Station. Unmetered street lighting will be installed, operated and maintained by Bryan. Bryan will establish a monthly cost for each light which includes installation of a standard design, operation and maintenance costs. College Station will approve requests for the installation of street lighting. For decorative lighting, Bryan will furnish a cost for each light over and above the standard design to be paid by the developer prior to installation.

- J. Traffic Signals. Bryan shall provide space on existing facilities and those to be constructed in Public Utility Easements for College Station to attach traffic signals. If the facilities require an upgrade to accommodate College Station's request for traffic signals, College Station may elect to either construct its own traffic signal facilities or to reimburse Bryan for the difference in cost to make the necessary upgrades to Bryan's facilities. College Station shall pay for electricity necessary to operate the traffic signals in accordance with Bryan's tariff for such services.

Section 6. UNDERGROUND INSTALLATION.

Bryan shall abide by the ordinances governing underground utilities that are in place at the time of the original installation of the facilities in the area affected by such ordinances. Any maintenance, substitution, or replacement of Bryan's facilities will fall under the ordinance in place at the time of the facility's original installation. Additional costs incurred for underground versus overhead facilities will be determined by Bryan's line extension policy and will be the responsibility of Bryan and the developer of the area.

Section 7. LIABILITY INSURANCE.

- A. Minimum Coverage. Within thirty (30) days after the effective date of this Franchise, Bryan shall file with the Director and shall maintain throughout the term of this Franchise a policy of comprehensive general insurance, including an endorsement for contractual liability, issued by an insurance company duly authorized to do business in the State of Texas insuring College Station and Bryan with respect to the installation, maintenance, and operation of Bryan's Electric System. The amounts designated herein are minimum requirements and do not establish the limits of the Bryan's liability:
 - (1) Comprehensive General Liability: One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - (2) Automobile Liability: One Million Dollars (\$1,000,000.00) combined signal limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers Liability: Workers' Compensation limits statutory for the State of Texas and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.
 - (4) Excess and Umbrella Liability Insurance in a form following the underlying coverages in an amount of One Million Dollars (\$1,000,000.00) each occurrence and one Million Dollars (\$1,000,000.00) aggregate.

- B. Notice of Cancellation or Reduction. Such liability insurance shall contain the provision that written notice of expiration, cancellation, reduction or material change in coverage of the policy shall be delivered to the Director and to Bryan at least thirty (30) days in advance of the effective date thereof.

- C. Term. Such liability insurance shall be kept in full force and effect by Bryan during the existence of this Franchise.

Section 8. GOVERNING LAW; LIMITATIONS; COMPLIANCE.

- A. Governing Law. This Ordinance shall be construed in accordance with College Station's Charter and Code of Ordinances in effect on the Effective Date of this Ordinance to the extent that such 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.
- B. Limitations: This Ordinance shall be governed by and construed in accordance with the laws of the State of Texas. Should either party desire to pursue any claim or cause of action against the other relating to this Ordinance, notwithstanding any provisions of any law, the party desiring to assert such claim or cause of action must do so in a form with appropriate jurisdiction within four (4) years of the date that such claim or cause of action first arose or said claim or cause of action shall be forever barred.
- C. Compliance. Notwithstanding any other provision of this Franchise to the contrary, College Station and Bryan 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.

Section 9. PAYMENT TO COLLEGE STATION.

- A. In consideration for the rights and privileges herein granted, the administration of this Franchise by College Station, the temporary interference with the use of public rights of way and other costs and obligations undertaken by College Station herein, Bryan hereby agrees to pay to College Station during the term of this Franchise a sum of money equal to five percent (5%) of annual Gross Receipts as herein defined. Franchise fee payments shall be paid quarterly on or before each May 1, August 1, November 1, and February 1 for the most recently ended calendar quarter. Bryan shall file with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect, a statement showing in reasonable detail the Gross Receipts collected during the preceding quarter of the calendar year. Such statement shall be accompanied by Bryan's payment to College Station of five percent (5%) of the Gross Receipts for such quarter. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.
- B. If Bryan elects to provide customer choice pursuant to the terms of the Public Utility Regulatory Act, the fee due under this Franchise shall be based on the following: (1) each kilowatt hour of Electricity delivered by Bryan to each retail customer whose consuming facility's point of delivery is located within College Station's Corporate Limits. The charge imposed shall be equal to the total electric franchise fee revenue due College Station under this Franchise for the calendar year preceding Bryan's decision to provide customer choice divided by the total kilowatt hours delivered during that calendar year by Bryan to retail customers whose consuming facilities' points of delivery were located within College Station's Corporate Limits. The fee due to College Station from Bryan as the provider of distribution service shall be equal to the charge per kilowatt hour determined for the calendar year preceding Bryan's decision to provide customer choice multiplied times the number of kilowatt hours delivered within College Station's Corporate Limits; and (2) a sum equal to five percent (5%) of gross revenues received by Bryan from Discretionary Service Charges that are for the benefit of an end-use retail electric consumer within Bryan's certificated area located within College Station's Corporate Limits. Discretionary Service Charges shall include but not be limited to: connection charges, disconnection charges, reconnection charges, meter testing charges, out-of-cycle meter read charges, non-standard meter installation charges, service call charges, outdoor lighting charges, tampering charges, denial of access charges,

distributed renewal generation metering charges, and construction services. Bryan shall make payment to College Station accompanied by a statement filed with College Station's City Manager within thirty (30) days after the expiration of each quarter of each calendar year, or portion thereof during which this Franchise is in effect. The statement shall show in reasonable detail the basis for the payment. An interest charge shall be assessed on a franchise fee payment not paid on the due date at the rate of ten percent (10%) per year for each day that the franchise fee payment is late, and check for the interest due shall accompany the late franchise payment.

- C. The consideration set forth in this section shall be paid and received in lieu of any other license, charge, fee, street or alley rental, or other character of charge for use and occupancy of the Streets, Sidewalks, Public Utility Easements, and other public rights of way of College Station and in lieu of any pole tax, inspection fee tax or other tax, any lawful permit, inspection or other fee whether charged to Bryan or any of its contractors; and any imposition other than the usual general ad valorem taxes, special assessments to abutting landowners or sales taxes now or hereafter lawfully levied.

Section 10. RECORDS AND REPORTS.

- A. Book of Account. Bryan shall keep complete and accurate books of accounts and records of its business and operations from which Gross Receipts may be determined. To the extent practicable, copies of relevant portions of such books of accounts and records shall be made available at Bryan's office nearest to College Station upon reasonable request.
- B. Access by College Station. The Director or his duly designated officers, agents, or representatives, shall have access to all books of accounts and records of Bryan relating to this Franchise as reasonably needed to determine the accuracy of any and all reports relating to Bryan's receipts to College Station. Any confidential or proprietary matters disclosed to College Station shall be held in confidence and disclosed only as needed to enforce College Station's rights under this Ordinance.

Section 11. AREA OF COLLEGE STATION AFFECTED.

- A. This Franchise shall extend to and include any and all territory that is within Non-Core Areas of College Station. This Franchise shall not apply to Core Areas of College Station. Bryan may operate, maintain, repair, replace, reconstruct or upgrade Bryan's existing facilities in Core Areas.
- B. This Franchise is not intended to and does not enlarge the scope or geographical extent of certification to provide retail service beyond the area certificated to Bryan in the absence of this Franchise.
- D. Additionally, this Franchise shall extend to any and all territory which is annexed by College Station during the term of this Franchise. In the event of disannexation, this Franchise shall be reduced to the territory that continues to be in College Station.
- E. College Station shall promptly furnish Bryan with maps of the affected area in the event of an annexation or disannexation. Within sixty (60) days from the date such maps are furnished, Bryan shall identify all Customers located within such annexed or disannexed territory and adjust its accounting system accordingly. For the purposes of calculating Gross Receipts, Customers, if any, included within an annexed area shall be deemed to commence sixty (60) days from the date College Station furnishes the maps to Bryan.

Section 12. NON-EXCLUSIVE FRANCHISE.

This Franchise is not exclusive and nothing herein contained shall be construed so to prevent College Station from granting other like or similar rights, privileges and franchises to any other Person.

Section 13. DEFAULT; REMEDIES.

In addition to all rights and powers of College Station by virtue of this Franchise or otherwise, College Station reserves the rights to terminate and cancel this Franchise in accordance with the following provisions:

- A. Violation of Provisions. This Franchise may be terminated by College Station in the event Bryan shall by act or omission materially violate any term, condition or provision of this Franchise and shall fail or refuse to effect compliance within thirty (30) days following written demand by College Station to do so.
- B. Method of Termination and Cancellation. Any such termination and cancellation of this Franchise shall be by ordinance adopted by College Station; provided, however, before any such ordinance is adopted, Bryan shall be given at least thirty (30) days' advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Bryan that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing. In no event shall such hearing be held less than thirty (30) days following delivery of such notice to Bryan.
- C. Force Majeure. Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to College Station required by this Franchise, Bryan shall not be declared in default or be subject to a sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its reasonable control.

Section 14. RATE REGULATION; RESERVE OF REGULATORY POWERS; RESERVE OF LEGAL RIGHTS.

- A. Rate Regulation. College Station shall have only such regulatory power, authority, and jurisdiction respecting Bryan's rates, if any, as may be provided by law, if any.
- B. Regulatory Powers. College Station by the granting of this Franchise does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in College Station under the Constitution and statutes of the State of Texas and of the United States of America and under the Charter of College Station, to regulate the use of the Streets by College Station.
- C. Legal Rights. Bryan by accepting this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in Bryan under the Constitution and statutes of the State of Texas and of the United States of America.

Section 15. GOVERNMENTAL FUNCTION.

All of the lawful regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety, and welfare of the general public.

Section 16. ASSIGNMENT.

Bryan shall not assign its rights or obligations under this Franchise, nor any part of such rights or obligations, without the prior written consent of College Station, which consent shall not be unreasonably withheld, conditioned, or delayed. As a condition of an assignment the proposed assignee shall execute a written acknowledgment that it has read, understood, and intends to abide by this Franchise, and that the assignee assumes all obligations and liabilities imposed by this Franchise on Bryan.

Section 17. PUBLICATION COST.

In compliance with the provisions of Article III, Section 35 of College Station Charter, Bryan shall pay the cost of those publications of this Franchise required by such Charter provisions.

Section 18. ACCEPTANCE.

Bryan shall, within thirty (30) days from the date this Franchise takes effect, file with the Secretary of College Station a written statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor and City Council:

The City of Bryan, Texas, for itself, its successors and assigns, hereby accepts the attached Franchise and agrees to be bound by all of its terms and provisions.

City of Bryan, Texas

By: _____
Dated: _____ day of _____, 2010

Section 19. SEVERABILITY.

If any provisions, section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid (or for any reason unenforceable), to the extent practicable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent of College Station in adopting this Ordinance that so long as practicable no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this Ordinance are declared to be severable. If a modification of this Ordinance by severance of valid provisions from invalid provisions results in an ordinance that is not practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Ordinance. If the parties are unable to agree on necessary amendments or modifications within a reasonable period of time, then this Ordinance may be terminated by either party by providing thirty (30) days' written notice to the other.

Section 20. PASSAGE AND EFFECTIVE DATE.

This Franchise shall take effect and be in force from and after sixty (60) days' following its final passage and approval.

PASSED first reading this _____ day of _____, A.D. 2010.

PASSED second reading this _____ day of _____, A.D. 2010.

PASSED third reading this _____ day of _____, A.D. 2010.

APPROVED this ____ day of ____, A.D. 2010.

CITY OF BRYAN

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

City Attorney

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Carla A Robinson

City Attorney

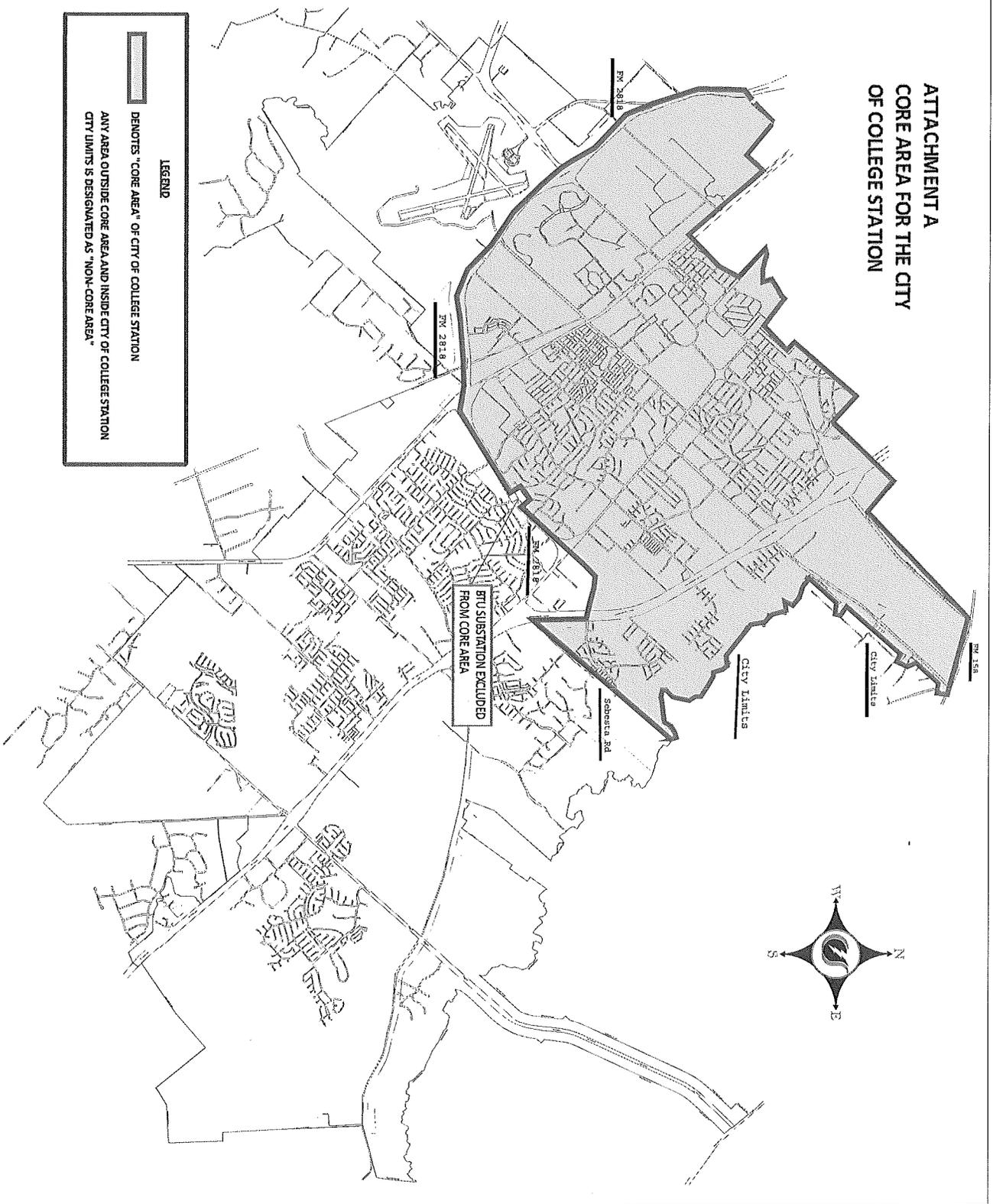
Date: _____

**ATTACHMENT A
CORE AREA FOR THE CITY
OF COLLEGE STATION**

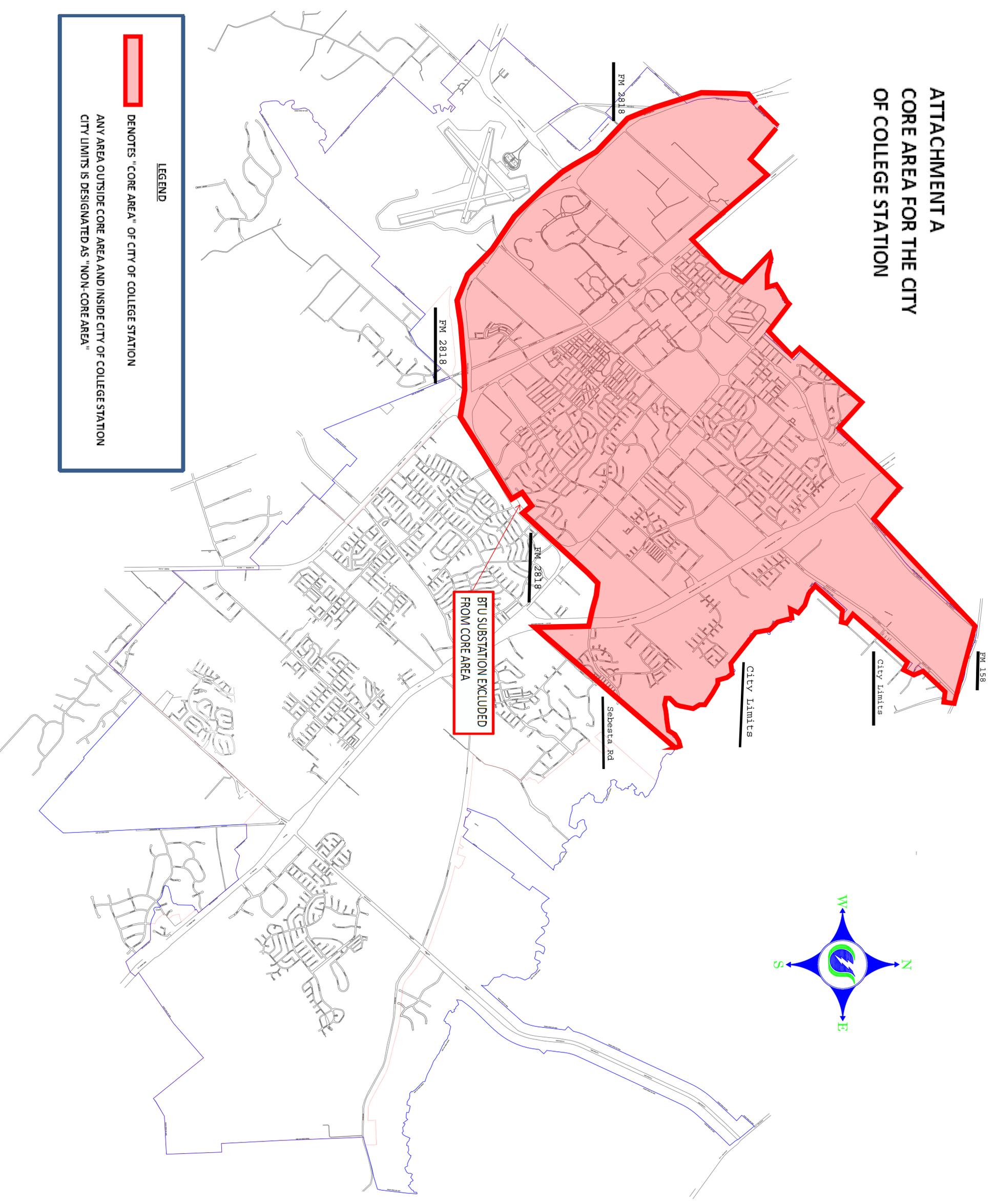
LEGEND

 DENOTES "CORE AREA" OF CITY OF COLLEGE STATION

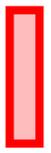
ANY AREA OUTSIDE CORE AREA AND INSIDE CITY OF COLLEGE STATION CITY LIMITS IS DESIGNATED AS "NON-CORE AREA"



ATTACHMENT A CORE AREA FOR THE CITY OF COLLEGE STATION



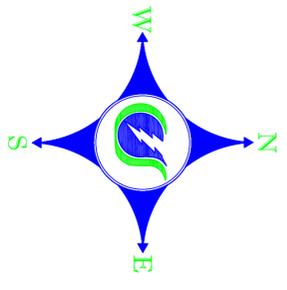
LEGEND



DENOTES "CORE AREA" OF CITY OF COLLEGE STATION

ANY AREA OUTSIDE CORE AREA AND INSIDE CITY OF COLLEGE STATION CITY LIMITS IS DESIGNATED AS "NON-CORE AREA"

BTU SUBSTATION EXCLUDED FROM CORE AREA



September 23, 2010
Consent Agenda Item 2h
Agreement for Common Use of Distribution Poles and Transmission Structures

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion of an Agreement for Common Use of Distribution Poles and Transmission Structures

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

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

Summary: The Agreement for Common Use of Distribution Poles and Transmission Structures is an agreement between the City of College Station and the City of Bryan that allows the electric utility of each city to share poles and structures where possible to avoid duplication of facilities. The City of Bryan is certificated by the Texas Public Utilities Commission in areas within the College Station city limits. It is prudent and in the public interest to avoid duplication of facilities when and where possible. Approval of this agreement will allow for the efficient use of easements and right-of-way as well as other derived benefits related to capital projects such as road widening projects.

Budget & Financial Summary: N/A

Attachments:

1. Agreement for Common Use of Distribution Poles and Transmission Structures

**AGREEMENT FOR COMMON USE
OF DISTRIBUTION POLES AND TRANSMISSION STRUCTURES**

This Agreement (“Agreement”) is made and entered this ____ day of _____, _____, by and between City of College Station, a Texas Municipal Corporation, and the City of Bryan, a Texas Municipal Corporation, each sometimes referred to individually as “Party,” and both referred to collectively as the “Parties” for the purpose of establishing the terms upon which each party can use common electrical distribution poles and transmission structures to enhance community aesthetics, improve public safety along streets and thoroughfares, maximize the use of dedicated public easements and rights-of-ways and establish a Uniform Rate for each pole attachment. In consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. (a) Subject to the terms and conditions of this Agreement, the Parties shall use in common the distribution poles and transmission structures (collectively the “Poles”) as specified in Exhibit A (attached). The owner of the distribution poles and transmission structures (“Owner”) will determine whether to approve or disapprove any common use that may be proposed by a “Common User” through Exhibit A. Except to the limited extent otherwise expressly provided for in Exhibit A, the Common User shall install its facilities and attachments specified in Part II.C of Exhibit A. Subject to Section 5(d), compensation to be paid by the Common User to the Owner for such common use and for any changes to the Owner's (or any third party's) facilities or attachments shall be as specified in Exhibit A. Such changes may include, without limitation, construction, reconstruction, relocation, modification, or “make-ready” work, as described in Exhibit A (including, without limitation, costs incurred in setting a new Pole). Either Party shall notify the other Party when service to a customer requires subsequent installation of equipment (riser, transformer, etc.) that may interfere with the existing installation or equipment of the other Party.
- (b) The Parties establish as the Uniform Rate per attachment, each Party’s then current uniform pole attachment rate charged to any entity not affiliated with either municipality or municipally owned utility regardless of the service carried upon the poles. The Uniform Rate for poles owned by the City of College Station, Texas on the date hereof is \$15.10 per attachment. The Uniform Rate for poles owned by the City of Bryan, Texas, on the date hereof is \$ 12.90 per attachment. On an annual basis, the Parties shall calculate the number of connections and should the City of Bryan Texas’ connections exceed the number of connections by the City of College Station, or vice versa, by an amount in excess of \$500, the amount in excess of \$500 shall be remitted to the other Party. It is understood that both the City of College Station and the City of Bryan will endeavor to balance the number of common use structures to prevent an unnecessary administrative and financial burden on the other.

2. (a) The common use of the Poles by each Party, and the attachments or other facilities of each Party on the Poles, shall at all times be in conformity with the requirements of the edition of the National Electrical Safety Code ("NESC") in effect at the time of the original installation of such attachments or other facilities on the Poles, as well as with the requirements of that edition of the NESC in effect at the time of any new installation(s) or extension(s) to the Common User's existing attachments or other facilities (as provided for in Rule 013A1 of the NESC). Where the Owner's specifications (or the requirements of public authorities having jurisdiction) may be more stringent, the more stringent specifications or requirement shall apply.
- (b) Unless it obtains prior written consent from the Owner, the Common User shall not allow any third party to overlash, or otherwise attach equipment or other items, to any of the Common User's attachments or other facilities, on any of the Owner's Poles.
3. (a) Each Party will be responsible for securing its own rights-of-way, easements, or other approvals, if required, to place its attachments or other facilities on the Poles, or on any property occupied by the Poles. Each Party will reasonably cooperate with the other Party, at the other Party's sole cost and expense, in the other Party's efforts to obtain such rights-of-way, easements or other approvals. If an objection is made to the Common User's use of any Pole, by any person or entity from whom such consents or approvals are required, the Common User shall promptly notify the Owner of such objection in writing. In the event the Common User is unable to obtain such consents or approvals within thirty (30) calendar days, the Owner may, at any time thereafter, require the Common User to remove its attachments or other facilities from the Poles involved. Within thirty (30) calendar days after receipt of such notice, the Common User shall remove its attachments or other facilities from such Poles, at its sole cost and expense. In the event that the Common User fails to remove its attachments or other facilities as required, the Owner may remove such attachments or other facilities, at the Common User's sole cost and expense.
- (b) **THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE THAT ITS EXISTING OR FUTURE RIGHTS OF WAY, EASEMENTS OR OTHER PROPERTY RIGHTS, PRIVATE OR PUBLIC, WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE ATTACHMENT, INSTALLATION, MAINTENANCE, REPLACEMENT, RELOCATION, REPAIR, MODIFICATION OR REMOVAL OF EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY OF THE COMMON USER'S ATTACHMENTS OR OTHER FACILITIES) ON OR BETWEEN ANY POLES. FURTHER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WITH RESPECT TO THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY POLE OR POLES, OR OF ANY OF ITS OTHER REAL OR PERSONAL PROPERTY WHICH THE COMMON USER MAY USE. THE COMMON USER CONFIRMS THAT IT HAS**

NOT IN THE PAST RELIED, IT IS NOT PRESENTLY RELYING, AND IT WILL NOT IN THE FUTURE RELY, ON ANY REPRESENTATION OR WARRANTY OF THE OWNER CONCERNING: (A) THE OWNER'S EXISTING OR FUTURE RIGHTS OF WAY, EASEMENTS OR OTHER PROPERTY, PUBLIC OR PRIVATE, OR (B) THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY POLE OR POLES, OR ANY OTHER REAL OR PERSONAL PROPERTY OR PROPERTY RIGHT OF THE OWNER.

- (c) The Common User will clearly mark its facilities with suitable identification, as determined and agreed to in advance by the Parties.
 - (d) *The Common User shall ensure that, at all times, its employees and contractors treat all of the Owner's electric facilities as energized.*
4. (a) The Owner shall maintain its Poles in a safe and serviceable condition and in compliance with the standards and requirements specified in Section 2, and shall promptly replace its Poles as they become defective. Each Party shall, at its sole cost and expense:

(i) place, replace, transfer, rearrange and maintain all of its attachments on the Poles, including its conductors, guys and anchors, in a safe and serviceable manner and condition, and in the case of the Common User at all times in accordance with the drawings attached to Exhibit A; and

(ii) perform any tree trimming or cutting incidental to its use of the Pole(s). Parties will negotiate tree trimming maintenance and associated costs on common use pole lines.

(b) Pole Replacement for the Owner's Benefit

Where an existing Pole is changed out solely for the Owner's benefit, the Owner will bear the total cost of the Pole replacement, including the labor for lowering and hauling off the old Pole. After the Owner has completed its work, it shall notify the Common User, and the Common User shall transfer its attachments to the new Pole within thirty (30) days after the time specified in the notice given by the Owner, indicating that the Pole is ready for the Common User to transfer its equipment (which time shall not begin until after the parties located above the Common User on the Pole, if any, have removed or move their facilities).

Pole Replacement for Common User's Benefit

Where an existing Pole is prematurely replaced (for reasons other than decay) by a new Pole for the benefit of the Common User, the Common User shall reimburse the Owner for all costs, including, but not limited to, the cost in place of the new Pole, the remaining life value of the existing Pole, lowering and hauling off the existing Pole (to the extent that this work is performed by the Owner), and topping of the existing Pole, when performed either as an

accommodation to the Common User or as required by the NESC. The Owner shall credit the Common User for salvage value of the existing Pole, if it is not topped and it is less than ten (10) years old. The Owner shall remove and may retain or dispose of such Pole as the sole owner thereof. Any payment for Poles made or work performed by the Common User shall not entitle the Common User to ownership of any part of said Poles.

Pole Placement or Replacement for Joint Benefit of the Owner and the Common User

Where the Owner requires a new Pole and the Common User requires extra height or strength to accommodate its new and existing attachments, the Common User shall pay a sum equal to the difference between the total cost of installing a new Pole adequate for the Owner, and the total cost of installing a new Pole adequate to accommodate the Common User's new and existing attachments. The balance of cost to install the new Pole shall be paid by the Owner.

- (c) In the event that either Party fails to comply with the requirements specified in Section 4(a)(i) and 4(a)(ii) above, and upon ten (10) business days written notice, the other Party may perform any work necessary to bring such attachments or other facilities into compliance with such requirements. However, if the other Party determines that such conditions of non-compliance:

(i) pose an immediate threat to the safety of utility workers or the public,

(ii) materially interfere with the performance of its service obligations,

(iii) pose an immediate threat to the integrity of its Poles or equipment, or

(iv) require immediate action by either Party due to emergency or extraordinary conditions, then the other Party may perform such work or take such actions as it deems necessary, without first giving notice to the non-complying Party. As soon as practicable following its performance of such work, the other Party will notify the non-complying Party, in writing, of the work performed or action taken, and will endeavor to arrange for the accommodation of any of the non-complying Party's affected attachments or other facilities. The non-complying Party shall be responsible for paying the other Party for all reasonable and actual costs incurred by the other Party pursuant to this Section 4.

- (d) Each Party will be responsible for the relocation of its attachments or other facilities for street or highway widening or improvements, the opening of new streets or highways, or other public improvements. Each party will be responsible for negotiating and paying for all relocation costs and reimbursements for their facilities.

5. (a) This Agreement shall continue in full force and effect for a term of ten (10) years, from the date specified in the first paragraph above and renewing thereafter in one-year intervals unless terminated by either Party. Either Party may terminate

this Agreement after the end of the initial ten (10) year term by giving the other Party written notice of an intention to terminate the Agreement at least one year prior to the date of termination.

Upon termination of this Agreement, the Common User shall remove all of its attachments from the Poles within one (1) year. Should the Common User fail to remove all of its attachments as required, Owner may remove and dispose of the Common User's attached equipment at the Common User's sole expense. Common User may arrange with Owner to retrieve removed equipment before disposal.

- (b) If, at any time during the term of this Agreement, the Owner removes all of its attachments from any Poles and determines, in its sole discretion, that it no longer has any use for such Poles, the Owner will offer in writing to sell such Poles to the Common User, at a price equal to the "replacement cost new" (RCN) of such Poles, less depreciation. Within sixty (60) days after its receipt of such offer, the Common User shall either buy such Poles or remove all of its attachments from such Poles. If the Common User elects to buy such Poles, then the Parties shall promptly pursue reasonable, good faith efforts to finalize and execute bills of sale, providing for the sale of such Poles by Owner to Common User. Such bills of sale shall provide for customary commercial terms and conditions, but subject to the following requirements:
 - (i) The Owner shall warrant, in each bill of sale, that it has good title to each such Pole, free and clear of all liens, encumbrances, or security interests, but subject to the rights of any third parties having attachments to such Poles;
 - (ii) The Owner will have responsibility to remove its brands or other markings from such Poles. Following the effective date of the applicable bill of sale, the Common User will promptly, at its sole cost and expense, attach its own brand or marking;
 - (iii) The Owner shall retain risk of loss in each such Pole until such time as a bill of sale for that Pole has been executed.
- (c) If, in Owner's reasonable judgment, Common User's existing attachments on any Pole interfere with Owner's use of existing equipment or prevent the installation of any additional equipment by Owner, Owner will notify Common User of any changes required to continue to accommodate Common User's attachments. The Common User has thirty (30) days to complete those changes (to be performed at Common User's expense), or remove its attachments.
- (d) In the event this Agreement is terminated prior to the Owner making the changes specified in Exhibit A, the Owner shall pay to the Common User the amount of any payments previously made by the Common User to the Owner pursuant to

Section 1, less any costs or expenses incurred by the Owner in preparing for or performing such changes.

- (e) Any Poles erected by the Common User shall not interfere with, be in-line with unless such placement would not create an interference, or create a structure conflict (as defined in the NESC) with the Owner's Poles. If either Party requires placement of a Pole in-line with any two existing Poles owned by the other Party (i.e., a "mid-span Pole"), the Party requiring the mid-span Pole shall pay the cost of setting the Pole, including the cost of the Pole itself. The owner of the Poles on either side of the mid-span Pole will have sole ownership of the mid-span Pole, and the Party requesting the Pole will pay compensation to the owner of that Pole, in accordance with Exhibit A.
- (f) The Common User may, at any time, remove its attachments from any of the Poles and promptly give the Owner notice of such removal. Removal of all of the Common User's attachments from any Pole shall constitute a termination of the Common User's right to use such Pole. The Common User will not be entitled to a refund of any compensation paid to the Owner on account of any such voluntary removal.
- (g) Whenever the Common User has for a period of at least one hundred eighty (180) days ceased using any of its equipment, situated on any Poles, the Common User will so notify the Owner. The Common User will remove any such unused equipment from the Poles within ninety (90) days of that notice, unless the Common User demonstrates, to the Owner's reasonable satisfaction, that:
 - (i) it is more likely than not that the Common User will resume using such equipment in the same location, within a period of twelve (12) months from the date of such last use; and
 - (ii) leaving such equipment in place will not preclude the Owner or a third party from using the Pole space occupied by such equipment where, for the Owner's own purposes (or of another user) the Owner's needs (or the other user) cannot be satisfied by using other existing, usable, and available Pole space.

6. **Hold Harmless. Owner and Common User, to the extent allowed by the Constitution and the laws of the State of Texas, each agree to hold the other harmless from any and all claims, demands, liabilities and causes of action for personal injury or death and/or damage to or destruction of property or improvements caused by, arising out of or resulting from the exercise of each party's rights and obligations under this Agreement.**

- 7. (a) If either Party shall default in any of its obligations under this Agreement, and such default continues for a period of thirty (30) days after written notice thereof has been provided to the defaulting Party, the Party not in default may exercise any of the remedies available to it; provided, however, that in such cases where a default cannot be cured within that thirty (30) day period by the exercise of diligent, commercially reasonable effort, the defaulting Party shall have an

additional sixty (60) days to cure the default, for a total of ninety (90) days after the Party not in default provides its notice of default. The remedies available to each Party shall include, without limitation:

(i) refusal to grant permission to make any additional attachments to the non-defaulting Party's Poles, until the default is cured;

(ii) termination, without further notice, of this Agreement, as far as concerns the further granting of permission to make any additional attachments to the non-defaulting Party's Poles; and

(iii) injunctive relief.

(b) If either Party shall default in the performance of any work that it is obligated to perform under this Agreement, the other Party may elect to do such work, and the Party in default shall reimburse the other Party within thirty (30) days after receipt of an invoice.

8. Neither the provisions of this Agreement, nor the common use of the Poles pursuant to this Agreement, shall be taken as creating or vesting in the Common User an ownership or property right of any nature whatsoever in the Poles. Nothing in this Agreement shall be construed to compel the Owner to maintain any of its Poles for any period of time.

9. Notices given by either Party under this Agreement, including, but not limited to, notices of termination or requests for amendments, shall be given to the other Party's designated representatives, listed on Exhibit A, as appropriate, and shall be deemed to have been duly delivered if hand delivered, sent by United States certified mail (return receipt requested, postage prepaid) or sent by confirmed email. The names, titles and addresses, specified on Exhibit A for either Party, may be changed by that Party upon written notification to the other Party.

10. It is understood and agreed that:

(a) this Agreement applies only to the common use of the Owner's Poles, as specified on Exhibit A; and to those common uses added by mutual agreement by representatives of the parties who shall, upon signing the additional Exhibit A's, thereby approve the additions.

(b) the Common User is solely responsible for making arrangements with any third party for the common use of such third party's poles.

(c) the Owner must approve any third party request to attach to the Pole. The Owner may direct the third party to coordinate with the Common User if only the Common User's space will be affected.

11. In the event that the Common User's facilities or other attachments are, with mutual consent of the Parties, installed on the Poles in a manner materially different from that shown on the drawing(s) attached to Exhibit A, then revised drawing(s) reflecting such

installation shall be prepared by the Common User, and, if reasonably deemed acceptable by Owner, will be initialed by the Parties and attached as a supplement to Exhibit A.

12. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not waive the obligations, rights and/or duties imposed upon the Parties pursuant to this Agreement.
13. This Agreement is not intended to and shall not create rights, remedies or benefits of any character whatsoever, in favor of any persons, corporations, associations or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted as provided herein, their assigns. The Common User shall not assign any of its rights, duties or obligations under this Agreement to any other person, corporation, association or entity, without prior written notice to the Owner. Further, the Common User shall not sublet, assign, or otherwise transfer, for any purpose, to any other person or entity, all or any part of its facilities or other attachments, attached to any of the Owner's Poles, without the prior written consent of the Owner, which consent shall not be unreasonably withheld, conditioned, or denied.
14. This Agreement sets forth the entire understanding and agreement between the Parties, and supersedes and replaces any prior understanding, agreement or statement (written or oral) of intent, relating to the subject matter of this Agreement. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties. This Agreement was executed in the State of Texas and shall, in all respects, be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Texas.
15.
 - (a) As used in this Agreement, the term "Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or of any State, any arrests and restraints, civil disturbances, explosions, and inability despite reasonable diligence to obtain materials essential to the obligations to be performed under the Agreement. Rain, snow, ice or other adverse weather conditions shall be considered events of Force Majeure.
 - (b) Should either Party be rendered unable, either wholly or in part, by an event of Force Majeure, the occurrence of which is beyond the affected Party's reasonable control, to fulfill its obligations under the Agreement, the obligation(s) affected by such event of Force Majeure shall be suspended only during the continuance of such inability. The Party so affected shall give notice of the existence, extent and nature of such event of Force Majeure, in writing, to the other Party within forty-eight (48) hours after the occurrence. The Party so affected shall remedy such inability with all reasonable dispatch and shall use due diligence in this regard.
16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

APPROVED this _____ day of _____, A.D. 2010.

City of College Station

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Carla A Robinson

City Attorney

Date: _____

City of Bryan

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

City Attorney

Date: _____

EXHIBIT A

PART I NAMES AND ADDRESSES

City of Bryan

Name of Designated Representative _____

Title _____

Address/P. O. Box _____

City, State, Zip Code _____

Phone Number _____

Email address _____

City of College Station

Name of Designated Representative _____

Title _____

Address/P. O. Box _____

City, State, Zip Code _____

Phone Number _____

Email address _____

PART II PROJECT DESCRIPTION

A. Location of Common Use Poles:

B. Number of Common Use Poles:

- C. Changes to Common Use Poles, and Facilities and Attachments to be Installed or Changed on Common Use Poles:

(Attach drawing(s) identifying each Pole to be installed, replaced or removed, each Pole on which facilities and attachments are to be installed or changed, and the facilities and attachments to be installed or changed; attachments identified on the drawing shall include wires, cables, and electrical apparatuses, as well as other equipment or material; drawings must be sufficiently detailed, with information pertaining to the type, size, capacity, spacing, and nature of the proposed attachments, to allow for pole loading calculations to be performed, and other potential physical impacts on Common Poles to be readily analyzed.)

- D. Party Responsible for Installation or Changes of Facilities and Attachments on Common Use Poles:

(1)

(2)

- E. Drawings Attached to this Exhibit A:

- F. Number of Common Use Pole Attachments:

	Existing	Add	Remove	Total
BTU	_____	_____	_____	_____
CSU	_____	_____	_____	_____

PART III COMPENSATION

On or before _____, the Common User shall, as provided for in Section 1 of this Agreement, pay to the Owner the amount of _____ for such common use and the necessary changes, including without limitation construction, reconstruction, relocation, modification, or “make-ready” work, to or on the Poles, or the Owner's (or any third party's) facilities or attachments thereto, as specified in Part II of this Exhibit A. “Make-ready” work means all engineering, inspection, design, planning, construction, or other work necessary, in Owner’s reasonable judgment, to prepare Owner’s Poles for the installation of the Common User’s attachments.

Requesting Party:

Common User: _____ Date: _____

Company _____

Approving Party:

Pole/Structure Owner: _____ Date: _____

Company: _____

**September 23, 2010
Consent Agenda Item 2i
Annual Purchase Order for Liquid Chlorine**

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding the first renewal of a contract with DXI Industries Inc. for the purchase of bulk liquid chlorine, not to exceed \$77,220 per year.

Relationship to Strategic Goals: Financially sustainable city providing response to core services and infrastructure.

Recommendation: Staff recommends approval.

Summary: Chlorine is added to our public water supply to ensure disinfection and to meet Texas Department of Health requirements. This commodity was a joint bid with the City of Bryan as bid 09-178. DXI is offering to renew the agreement for both cities at the same price as last year's agreement, \$594.00 per one ton container. Based on our estimated usage of chlorine, the contract is set not to exceed \$77,220 per year. This will be the first renewal of this contract and City Staff is pleased with DXI's service. Since it provides an essential commodity at a fair price with good service, staff recommends approval of the contract renewal.

Budget & Financial Summary: Water operating funds are budgeted and available for this item.

Attachment:
Renewal agreement

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #09-178, for liquid chlorine, in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$77,220.00.

I understand this renewal term will be for the period beginning September 24, 2010 through September 23, 2011.

DXI INDUSTRIES



AUTHORIZED REPRESENTATIVE

9-7-2010

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

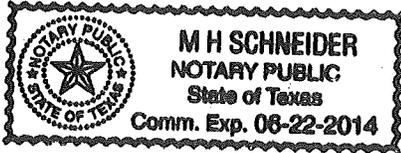
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 14th day of Sept, 2010,
by John Sanders in his/her capacity as Sales Rep of
DXI Industries, a TEXAS Corporation, on behalf of said corporation.



M H Schneider
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2010,
by _____, in her capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

**September 23, 2010
Consent Agenda Item 2j
Municipal Irrigation Water Use Report**

To: Glenn Brown, City Manager

From: Dave Coleman, Director of Water Services Department

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 I.1 - Spending taxpayer money efficiently – efficient use of water for irrigation saves taxpayer money.

Recommendation: Receive the report and provide direction as appropriate.

Summary: This report is presented in furtherance of goals to promote water conservation in City operations. The report contains water usage for irrigation of City facilities, neighborhood parks, athletic fields, and other irrigated areas such as street medians. For each facility, the report includes four data points on irrigation water usage:

- Total in FY 2009 vs. Actual for previous 12 months;
- Budgeted for last month vs. Actual for last month

The water budgets were derived using the Texas Landscape Irrigation Auditing and Scheduling Software developed by the Irrigation Technology Center. The software uses the amount of irrigated acreage, historical weather data, as well as soil and vegetation characteristics to produce a site specific water budget. Each site was analyzed using aerial photographs and GIS calculations for irrigated acreage.

Overall, the City did an excellent job in August of conserving water, especially considering that it was an unusually hot and dry month. To summarize the monthly usage:

Category	Used in Aug	Budget for Aug
Parks & Fields	10,703	15,215
City Facilities	1,464	2,023
Other Areas	1,771	377

The category "Other Areas" includes medians and islands, where we have recently planted many trees that are not yet established, so usage in this category is well above the budgeted amount. Details are available in the attached report.

Budget & Financial Summary: N/A

Attachment:
Water Use Report – August 2010

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

August 2010

Site Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Anderson Park- Soccer Fields	7.30	3,979.0	2,946.0	487.0	767.3	
Beachy Central Park- Soccer	5.20	5,585.0	2,166.0	730.0	546.6	Lack of rain required more watering
Beachy Central Park- Softball	8.60	4,681.0	2,200.0	642.0	903.9	
Bee Creek Park	3.70	4,307.0	3,234.0	669.0	388.9	Includes water for the pool, need to separate the meters
Castlegate Parks	4.40	7,357.0	2,111.0	551.0	469.8	
College Station Business Center	5.10	6,868.0	2,701.0	346.0	536.0	
College Station Cemetery	15.80	2,463.0	1,172.0	423.0	1,660.7	May not irrigate entire acreage at all times
Eastgate Park	0.83	167.0	207.0	16.0	87.2	Installed low water usage plants
Edelweiss Gartens Park	0.04	131.0	150.0	42.0	4.3	New trees require more water
Edelweiss Park	1.07	627.0	615.0	60.0	112.5	Low usage plants installed
Emerald Forest Park	0.01	42.0	23.0	2.0	0.9	
J & D Miller Park	0.07	62.0	87.0	2.0	5.0	
John Crompton Park	0.07	241.0	213.0	31.0	7.4	New trees require more water
Lemontree	0.80	722.0	447.0	95.0	84.1	
Lion's Park	0.01	25.0	22.0	1.0	0.6	
Memorial Cemetery of College Station	16.70	5,979.0	2,125.0	398.0	1,755.3	May not irrigate entire acreage at all times
Parkway Park	0.06	70.0	7.0	2.0	4.2	
Pebble Creek Park	0.79	355.0	255.0	147.0	83.0	New plantings at pavilion need to get established
Richard Carter Park	0.06	352.0	401.0	59.0	15.8	Leak reported and repaired
Sandstone Park	0.01	165.0	192.0	2.0	0.5	
Southern Oaks Park	0.21	199.0	258.0	56.0	1.4	New trees require more water
Southwood- Baseball- LL	4.58	2,598.0	2,258.0	455.0	481.4	

Southwood- Baseball- Senior	3.90	2,945.0	1,885.0	333.0	409.9	
Southwood- Hallaran Pool	0.47	600.0	402.0	8.0	32.2	
Southwood- Soccer- Adult	4.40	2,854.0	2,178.0	710.0	462.5	Lack of rain required more watering
Southwood- Soccer- Youth	4.90	4,615.0	3,024.0	612.0	515.0	Lack of rain required more watering
Steeplechase Park	0.03	199.0	216.0	6.0	2.2	New trees require more water
University Park	0.03	383.0	392.0	39.0	2.7	
Veterans Park and Athletic Complex	45.00	26,936.0	13,179.0	2,671.0	4,729.8	New weather station system is now installed and saving water
Wayne Smith Baseball	3.20	2,762.0	1,922.0	357.0	336.3	
Wolf Pen Creek Amphitheater	4.90	2,763.0	2,785.0	419.0	515.0	
Wolf Pen Creek Trails	2.51	2,707.0	2,035.0	288.0	263.8	Leak reported and repaired
Woodland Hills Park	0.28	319.0	184.0	44.0	29.2	New trees require more water

TOTAL		94,058.0	51,992.0	10,703.0	15,215.4	
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**College Station Irrigation Water Use Report
Municipal Buildings**

August 2010

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Chimney Hill	0.50	Did not exist	59.0	34.0	52.6	
City Hall	1.83	2,144.0	872.0	145.0	192.3	Low usage plantings and less turf watering reduced usage
Economic and Community Development	0.45	263.0	146.0	26.0	47.1	
Fire Station 1	0.53	242.0	154.0	3.0	55.8	Meter reading date must have caused data anomaly
Fire Station 2	0.53	492.0	246.0	28.0	55.8	Reduced turf watering to limit water usage
Fire Station 3	1.00	863.0	965.0	148.0	105.1	Leak under driveway was difficult to repair
Fire Station 5	1.10	1,532.0	651.0	182.0	115.6	A hung valve caused excess usage, now repaired
Forestry Maint Shop	0.16	283.0	137.0	16.0	16.9	
Larry Ringer Library	1.85	1,702.0	482.0	88.0	171.3	Reduced turf watering to limit water usage
Lincoln Center	0.46	868.0	540.0	113.0	48.5	This one is strange, we will have to investigate
Municipal Court	2.40	1,989.0	766.0	185.0	252.3	
Northgate Parking Garage	0.30	145.0	178.0	28.0	31.9	
Northgate Promenade	0.13	130.0	143.0	20.0	13.3	
P Op- West District Maint Shop	0.22	184.0	111.0	18.0	23.2	
Police Dept- Cy Miller Park	1.77	895.0	458.0	80.0	186.0	Reduced turf watering to limit water usage
Public Works Center	2.11	2,174.0	541.0	113.0	221.8	Reduced turf watering to limit water usage
Utility Customer Service	2.30	1,403.0	541.0	107.0	241.7	Reduced turf watering to limit water usage
Utility Service Center	1.79	2,299.0	357.0	130.0	191.3	Reduced turf watering to limit water usage
TOTAL		17,608.0	7,347.0	1,464.0	2,022.5	

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

August 2010

Site Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Barron Rd Streetscape	0.41	Did not exist	642.0	146.0	43.1	New plantings need to get established
Dartmouth medians	0.51	723.0	710.0	163.0	54.0	Major leak reported and repaired
Dominik median @ Glen Haven	0.01	20.0	22.0	2.0	1.1	
Eagle Ave Streetscape	0.04	Did not exist	238.0	29.0	4.2	New plantings need to get established
George Bush Dr E: Texas to Dominik	0.19	565.0	163.0	32.0	19.7	New plantings need to get established
Hereford & Winding median	0.01	13.0	20.0	9.0	1.3	Budget program does not work well for this site, usage is reasonable.
Krenek Tap Crossing	0.05	111.0	120.0	11.0	5.0	
Rock Prairie Rd medians	0.01	103.0	10.0	2.0	1.2	
Tarrow St medians	0.27	531.0	138.0	25.0	28.6	
Texas Av Phase I (University to GBDE)	0.25	2,081.0	577.0	117.0	26.3	Budget program does not work well for this site, usage is reasonable.
Texas Av Phase II (GBDE to FM 2818)	0.50	Did not exist	942.0	101.0	52.6	Leak at Holleman Drive has been repaired
Univ Drive Medians	0.05	198.0	95.0	4.0	5.6	
University Dr/SH 6 Tree Planting	1.94	Did not exist	2,548.0	520.0	26.5	New tree plantings need to get established
W.D. Fitch medians & streetscape	1.00	1,091.0	2,059.0	608.0	105.1	FY 09 was Phase I only. Usage is high because of a stuck valve that is now fixed, plus the new plantings need to get established.
Welcome Sign- Post Oak Mall	0.01	36.0	0.0	0.0	1.3	Has been repaired and now in service
Welcome Sign - Hwy 6	0.01	24.0	8.0	2.0	1.3	

5,496.0 8,292.0 1,771.0 376.9

September 23, 2010
Consent Agenda Item 2k
Change Order #3 Wastewater Master Plan

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of Change Order #3, in the amount of \$25,056.68 to contract 09-306 with HDR Engineers, Inc., for additional professional services needed to develop our Wastewater Master Plan and the transfer of \$25,056.68 from wastewater contingency to this project.

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

Recommendation: Staff recommends Council approve this change order and contingency transfer.

Summary: On October 19th, 2009, City Council approved award of contract 09-306, in the amount of \$209,500 to HDR Engineers, Inc. to provide consulting engineering services for a wastewater master plan and collection system planning evaluation.

Change Orders 1 and 2 were previously issued to ensure we got good data on the existing flow in the wastewater collection system. CO-1 changed the type of flow monitor that was rented, to use monitors that required less maintenance. CO-2 was required because when we installed the monitors, it stopped raining, and we had to extend the flow monitoring rental 30 days to catch a rain event, to determine wet weather wastewater flows.

The proposed Change Order 3 is necessary for proper coordination of the Wastewater Master Plan with City's Comprehensive Plan. When the scope of work for the master plan was developed, we were not aware that the very broad range of densities allowed by the new Comprehensive Plan would necessitate additional analysis and computer model runs for proper results. Many of the new Land Use categories allow a range of development from very dense to rather sparse, which presents a challenge when modeling the future sewer system that will be required. Using the latest growth projections from our Planning and Development Department, this additional analysis will enable us to determine the improvements that will fill our ultimate needs, in both the collection system and at the wastewater treatment plants, and to refine the time line for capital improvements, both for the five year CIP window and the ten year window of impact fee eligible improvements. This information is crucial for our planning, therefore staff recommends approval.

Budget & Financial Summary: These additional needs were discovered during the planning process and were not previously funded. \$36,200 is available in the wastewater contingency fund. This request is to authorize both the transfer from contingency and the expenditure of these funds.

The expense remains approximately ½ of 1% of the projected capital expenditures for the next five years and will provide a basis for properly sizing, prioritizing and sequencing those improvements.

Attachment:
Change Order 3

Attachment 1
Wastewater Collection System Planning Evaluation (PO No. 100178)

Additional Professional Services Requested by City

The project was developed with the intent of supporting an impact fee assessment (under separate contract) to Year 2019. Based on information received early in the project, the build-out conditions for the existing CCN were to occur in Year 2030, hence, the model development followed suite. After the draft update to Task 2 TM was submitted, review comments and ensuing discussion between HDR and City staff concluded build-out at 2030 was an aggressive schedule. Planning Services agreed to develop modified loading allocations for input to the model based on historical and known future development, appraisal district information, as well as projected growth discussed in the 2009 Comprehensive Plan.

The scope allowed for one model run to be performed determining the capacity requirements of an expanded system and the effect on the existing system to support an impact fee assessment. However, without full build-out realized in the model, the capacity requirements shown could underestimate capacity needed to support expansion and build-out of the system. To assist the City in making more informed planning decisions on infrastructure projects, a second model run can be prepared that represents build-out conditions. The City can then use the output from both model runs to develop short-term projects (within next 10-20 years) in concert with the long-term needs.

The estimated cost to develop, perform the second model run, and document results in the Capacity Analysis TM is \$5,911.00. The labor hours that are shown are comprised of several labor classifications including Project Manager, Project Engineer, Project Modeler, and Administration.

	Labor Hours	Cost
Total	46	\$5,911.00

Attachment 2
Wastewater Collection System Planning Evaluation (PO No. 100178)

Itemization of Additional Services Performed by HDR Engineering, Inc.
in Response to the City's Updated Land Use Plan

HDR's scope of services under this contract includes a task to update a technical memorandum completed under a previous engagement (Technical Memorandum No. 2, Wastewater Demand Analysis) to reflect updated land use and density projections per the City's recently complete Comprehensive Land Use Plan, and use those projections to develop revised wastewater flow projections for the Lick Creek and Carters Creek Wastewater Treatment Plants. During development of the scope of work, HDR and the City anticipated that this task would involve a relatively simple update to land use classifications and density projections. However, the new Comprehensive Plan is substantially less precise in describing expected land use types in many areas of the City, because the City is interested in encouraging growth in a more holistic fashion wherein multiple different types of development (single family residential, multi-family, commercial, etc.) might all fit into a single land use designation. This was done to encourage multi-use, sustainable development within the City.

Because of the change in the form of the comprehensive land use plan, developing wastewater flow projections based upon projected densities has become significantly more involved and will require a greater level of effort than originally contemplated. Following is a brief itemization of the tasks necessary in response to the updated comprehensive land use plan, and work anticipated to be needed to complete the analysis.

Work Completed to Date:

The following work has been performed (within original fee):

- Using GIS, overlaid the new land use plan with the old land use plan to recommend Dwelling Unit per acre (DU/A) values to the City.
- Determined acreages for the land use designations within each sewer shed.
- Performed preliminary flow projection calculations.
- Updated Figures 2 and 3 from the 2008 Task 2 TM with the new land use information.
- Coordinated with Planning Services to confirm the calculation methodology.
- Discussed the preliminary findings during the January workshop.
- Received new DU/A information for 7 growth and 3 redevelopment areas from Planning Services.

It was agreed upon during the June workshop that the build-out of the existing CCN occurring in the year 2030 resulted in an overly aggressive growth rate. Planning Services agreed to provide GIS information on growth for the existing sub-basins, as well as the future areas for model development. The information for the existing sub-basins will be used to determine the flow projections. As a result, the following work is anticipated to occur to complete the final TM:

Work Anticipated to Complete Memorandum:

- Develop a shape file delineating the growth and redevelopment areas in order to perform flow projection analysis. A shape file of the areas was not available from the City.
- Determine the percentage of each growth and redevelopment area within each sewer shed sub-basin.
- Determine acreages for the various land use designations within each growth and redevelopment area.
- Update spreadsheet to itemize each land use designation acreage within each sewer shed and sub-basin for the growth and redevelopment areas. Cross-check acreages.
- Calculate the modified DUs based on the growth/redevelopment areas.
- Calculate DUs based on sub-basins, incorporating the modified DUs.
- Determine the “trigger year” when the planning period is expected to begin for each WWTP and to compare to what was shown in the 2008 Task 2 TM.
- Review information received from Planning Services for each sub-basin (existing and future). It is anticipated the information for each sub-basin will include modified DU/A values and be provided in a shape file (or series of shape files).
- Calculate projected flows for each sewer shed.
- Resubmit a draft TM.
- Update the load allocations for the system in the WW collection model.

The estimate cost for the additional engineering work is \$19,145.68, as outlined in the table below. The labor hours that are shown are comprised of several labor classifications including Project Manager, Project Engineer, Project Modeler, GIS Analyst, and Administration.

	Labor Hours	Cost
Total	244	\$19,145.68

**September 23, 2010
Consent Agenda Item 2L
College Station Business Advisory Committee**

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Relationship to Strategic Goals: Goal III.6 CS Economic Development Corporation

Agenda Caption: Presentation, possible action, and discussion regarding the formation of the College Station Business Advisory Committee.

Recommendation(s): Staff recommends that the City Council approve the resolution that creates the College Station Business Advisory Committee.

Summary: At the September 23rd workshop meeting staff provided the City Council a presentation outlining the conceptual work plan for the College Station Business Advisory Committee. This presentation identified an operating structure, its four key functions, and a list of prospective members.

Staff has drafted an enabling resolution that will create the College Station Business Advisory Committee.

Budget & Financial Summary: Initial startup cost for the Business Advisory Committee will be absorbed in the FY 2011 budget.

Attachments:

1. Enabling Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, AUTHORIZING AND CREATING A COMMITTEE OF ADVISORS/AMBASSADORS TO FURTHER ECONOMIC DEVELOPMENT FOR THE CITY OF COLLEGE STATION NAMED COLLEGE STATION BUSINESS ADVISORY COMMITTEE.

WHEREAS, the City Council of the City of College Station wishes to promote and encourage economic development in College Station; and,

WHEREAS, citizens have volunteered to help sell, tell the story of, and promote the City of College Station; now therefore,

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

PART 1: That the City Council of College Station, Texas hereby approves the creation of a committee of up to 7 members to act as Advisors/Ambassadors to help promote economic and retail development for College Station, Texas.

PART 2: That the committee of selected Advisors/Ambassadors through the Economic & Community Development Director shall greet, sell, and tell the story of College Station, and assist the Economic & Community Development Director, City Manager and City Council.

PART 3: That the activity of the committee of Advisors/Ambassadors shall be to coordinate with and through the Economic & Community Development Director, and to provide advice and assistance for economic development, and

PART 4: That this resolution shall be effective immediately from and after its passage.

ADOPTED this _____ day of _____, 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

**September 23, 2010
Consent Agenda Item 2m
CSU Replacement Distribution Circuit Breakers**

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Services

Agenda Caption: Presentation, possible action, discussion, and approval on awarding Bid No. 10-79 for the purchase of five distribution circuit breakers for the Electric Utility to WESCO Distribution, Inc. in the amount of \$101,490.00.

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

Recommendation: Staff recommends award to the lowest responsible bidder meeting design specifications, WESCO Distribution, Inc. for expenditures totaling \$101,490.00. Two bids were received:

I.	WESCO Distribution, INC.	\$101,490.00
II.	Mitsubishi Electric	\$110,775.00

Summary: This purchase will be made upon approval by Council. Since it may take as long as 14 weeks for delivery after ordering, it is necessary to make this purchase as soon as possible to coincide with the new budget cycle. This will ensure that these items are available before Fall and can be installed during the off peak season, and that we continue to meet our Arc Flash protection projections.

Budget & Financial Summary: Two sealed, competitive bids were received. Funds for this item are budgeted for distribution substation additions and replacements in the Electric Capital Improvement Projects Fund for FY11. The current budget for this project is \$125,000.

Attachments:
Bid Tab



City of College Station - Purchasing Department
Bid Tabulation for #10-79
"Distribution Circuit Breakers"
Open Date: Friday, July 23, 2010 @ 2:00 p.m.

				Wesco Distribution (San Antonio, TX)		Mitsubishi Electric (Arrendale, PA)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT
1	5	EA	Distribution Circuit Breaker, 1200 Amp Continuous per specs	\$20,298.00	\$101,490.00	\$22,155.00	\$110,775.00
GRAND TOTAL (All Items)				\$101,490.00		\$110,775.00	
Certification from bid package				✓		✓	
Prompt Payment Discount				0%		0%	
Delivery After Receipt of PO				14 weeks		14-15 weeks	
Manufacturer				ABB		MITSUBISHI	

**September 23, 2010
Consent Agenda Item 2n
Police Department E-Citation
Replacement Equipment Purchase**

To: Glenn Brown, City Manager

From: Ben Roper, IT Director

Agenda Caption:

Presentation, possible action, and discussion regarding approval to purchase Police Department's Electronic Citation Replacement Equipment, hand held units from Advanced Public Safety (APS) for an amount not to exceed \$66,459.35.

Relationship to Strategic Goals: Goal 1.8 Evaluate public safety needs

Recommendation(s):

Staff recommends approval.

Summary:

This request is to change the supplier of the handheld unit used in the PD Electronic Citation program from the vendor originally approved by Council on July 8, 2010.

On July 08, 2010 Council approved the purchase of the Police Department's Electronic Citation Replacement Equipment from SHI in the amount of \$103,132.00 (Consent Item # 2.h).

The handheld units included in the original SHI quote were discontinued. SHI sent the replacement model for the APS supplied part number. The replacement hand held equipment SHI provided as a replacement would not work with the APS application software and was returned.

This purchase is exempt from competitive bidding LGC 252.022 (7) (D) items that are available from only once source, including captive replacement parts or components for equipment. APS has provided a new hand held unit part number, that is not discontinued and that APS will certify this unit to work with their software Application.

Budget & Financial Summary: Funding for this purchase will come from the Equipment Replacement Fund and Court Technology Fund.

Attachments:

APS Quote



500 Fairway Drive, Suite 204
 Deerfield Beach, Florida 33441
 954-354-3000 (Main)
 954-354-3001 (Fax)
www.aps.us

Proposal

Date: 9/2/2010

Agency	
Contact:	Don Davis
Agency Name:	College Station Police Department
Address:	2611 Texas Ave, suite A
City, State & Zip:	College Station, TX 77840

Details	
Order No:	0067000000lpfbr
Contact Name:	Wayne Randolph (512) 705-5105 wrandolph@aps.us

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	TOTAL PRICE
31	Motorola MC75A Handheld BT	MC75A BT, WLAN 802.11 A/B/G, 2D Imager, Camera, 256MB/1GB, 1.5 Ext Battery, QWERTY, & GPS, WM 6.5	
31	Motorola MC75 Extended Warranty - 3 Year Bronze	No Hassle Warranty with 3-day turnaround time – all materials, parts and labor. Expert repair of product to original manufacturing specifications, by the manufacturer.	
1	_Shipping & Handling	Loading of PC Build, Shipping & Handling	\$66,459.35

You have received a discount of (USD) **\$25,210.75**
 Pricing is guaranteed 90 days from date of proposal

Notes

Terms and Conditions

All Customer purchase orders for APS products and services are subject to APS' End User License Agreement and Terms and Conditions of Sale, which can be viewed at <http://www.aps.us/downloads/agreement.pdf>. Such terms, along with any additional terms and conditions agreed to and accepted by APS in Customer's purchase order or otherwise stipulated in writing, shall prevail over any differing or conflicting terms in this Proposal. Payment Terms:

Ship & Invoice

September 23, 2010
City Council Consent Agenda Item 2o
Renewal Agreement for a Landscape Maintenance Service
Contract with Landscape, USA

To: Glenn Brown, City Manager

From: David Schmitz, Assistant Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a Renewal Agreement for a Landscape Maintenance Service Contract for thirty (30) sites comprised of parks, streets, open space, and greenways with Landscapes, USA. This renewal will be on a month-to-month basis, with monthly payments based upon the Fiscal Year 2011 annual amount of \$250,998.63. Monthly payments are not to exceed \$20,916.55.

Relationship to Strategic Goals: Goal I: Financially Sustainable City Providing Response to Core Services and Infrastructure; Action 1: Spending Taxpayer Money Efficiently.

Recommendation(s): Staff recommends renewal of the Landscape Maintenance Service Contract with Landscapes, USA on a month-to-month basis.

Summary: Landscapes, USA was the lowest responsible bidder on Sections II and III of Bid #09-81 in September 2009. The base bid amount of \$265,787.00 was for all materials, machinery, equipment, supervision and labor necessary to commence and complete normal turf, ornamental plantings, and irrigation system maintenance operations for twenty-seven (27) locations throughout the city. After two change orders, that amount equaled \$253,563.00

For Fiscal Year 2011, a 1% price increase to the contract has been added, as allowed by contract. In addition, the irrigation allowance has been reduced by \$5,000 to more closely match historical expenditures. The FY 2011 annual amount is \$250,998.63.

With organizational and operational changes, the city is moving towards consolidation of similar service contracts into one area. These changes are expected to result in a budget savings to the city of approximately \$50,000. The anticipated savings has been included as part of the FY 2011 budget. Numerous additional sites will be moved from in-house maintenance to contract maintenance. This will change the scope, specifications, and delivery methods for the current contracts. Due to these changes, the existing contracts will be renewed on a month-to-month basis until such time as new bids are solicited, received and approved.

This contract will begin on October 1, 2010 and is expected to end on January 31, 2011.

Locations covered by this contract include:

- | | | |
|---------------------------|-----------------------------|----------------------------|
| 1. Barron Road | 11. Fitch Parkway Phase II | 21. Southland Street lots |
| 2. Castlegate Park | 12. FM 2818 Crepe Myrtles | 22. Tarrow Medians |
| 3. Castle Rock Park | 13. Freeman Tract | 23. Texas Avenue Phase I |
| 4. Cove of Nantucket Park | 14. G. Bush Dr. East | 24. Texas Avenue Phase II |
| 5. Crescent Pointe Park | 15. G. Bush Dr. Medians | 25. Unity Plaza |
| 6. Business Center | 16. Hereford/Winding Median | 26. University Dr. Medians |
| 7. Dartmouth Street | 17. Krenek Tap Crossing | 27. University Park |
| 8. Eagle Avenue | 18. Northgate Park | 28. Woodland Hills Park |
| 9. Edelweiss Gartens Park | 19. Providence Church Site | 29. WPC Park |
| 10. Fitch Parkway Phase I | 20. Rock Prairie Medians | 30. WPC Trails |

Budget & Financial Summary: Funding for the thirty (30) sites included in Section II and III of Bid #09-81 has been included in the proposed FY 2011 budget in the General Fund - Parks and Recreation Department.

Attachments:

1. Renewal Agreement Form



RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 09-308 for Landscapes USA on a month-to-month basis in accordance with all terms and conditions previously agreed to and accepted including a 1% increase in an amount not to exceed Twenty Thousand Nine Hundred Sixteen Dollars and 55/100 (\$20,916.55) per month .

I understand this renewal term will be for the period beginning October 1, 2010 and continuing on a month-to-month basis thereafter.

LANDSCAPES USA

Allen Conrad
AUTHORIZED REPRESENTATIVE

9/16/10
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Ann C. Zales
City Attorney

DATE

Chief Financial Officer

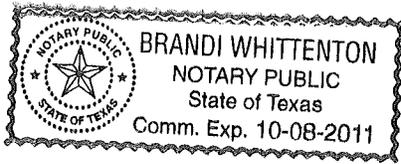
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 16th day of September, 2010,
by Eilen Conrad in his/her capacity as owner of
Landscapes USA, a TEXAS Corporation, on behalf of said corporation.



Brandi Whittenton
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2010,
by _____, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



September 15, 2010

Mr. Glen Conrad
Landscapes USA
3731 Old Reliance Road
Bryan, TX 77808

**RE: Renewal of Bid No. 09-81; Contract No. 09-308
Landscape Maintenance Services**

Dear Glen:

The City of College Station appreciates the services provided by Landscapes USA this past year. We would like to exercise our option to renew the above referenced agreement effective October 1, 2010 continuing on a month-to-month basis thereafter.

Please acknowledge (attached) your willingness to renew the above noted contract on a month-to-month basis until a new contract can be awarded.

Should you have any questions, please call me at (979) 764-3557.

Sincerely,

Cheryl K. Turney, C.P.M.
Asst. Finance Director

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

September 23, 2010
City Council Consent Agenda Item 2p
Renewal Agreement for a Landscape Maintenance Service
Contract with Rainbow Gardens Nursery

To: Glenn Brown, City Manager

From: David Schmitz, Assistant Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a Renewal Agreement for a Landscape Maintenance Service Contract for seventeen (17) sites comprised of various municipal facilities with Rainbow Gardens Nursery. This renewal will be on a month-to-month basis, with monthly payments based upon the annual Fiscal Year 2011 amount of \$113,904. Monthly payments are not to exceed \$9,492.00.

Relationship to Strategic Goals: Goal I: Financially Sustainable City Providing Response to Core Services and Infrastructure; Action 1: Spending taxpayer money efficiently.

Recommendation(s): Staff recommends renewal of the Landscape Maintenance Service Contract, with Rainbow Gardens Nursery on a month-to-month basis.

Summary: Rainbow Gardens Nursery was the lowest responsible bidder on Section I of Bid #09-81 in September 2009. The base bid amount of \$147,168.00 for Section I of Bid #09-81 was for all materials, machinery, equipment, supervision and labor necessary to commence and complete normal turf, ornamental plantings, and irrigation system maintenance operations for seventeen (17) municipal facility locations throughout the city. After four change orders, that amount equaled \$116,619.00.

For Fiscal Year 2011, the irrigation allowance has been reduced by \$2,500.00 to more closely match historical expenditures. It was also reduced by another \$215.00, due to the loss of seasonal color beds at the Utility Customer Service Building and the addition of crepe myrtle pruning at Fire Station #3. The FY 2011 annual amount is \$113,904.00.

With organizational and operational changes, the city is moving towards consolidation of similar service contracts into one area. These changes are expected to result in a budget savings to the city of approximately \$50,000. The anticipated savings has been included as part of the FY 2011 budget. Numerous additional sites will be moved from in-house maintenance to contract maintenance. This will change the scope, specifications, and delivery methods for the current contracts. Due to these changes, the existing contracts will be renewed on a month-to-month basis until such time as new bids are solicited, received and approved.

This contract will begin on October 1, 2010 and is expected to end on January 31, 2011.

Locations covered by this contract include:

- | | | |
|-----------------------------|----------------------|------------------------------|
| 1. Arts Council | 7. Fire Station #2 | 13. Northgate Promenade |
| 2. Carter Creek WWTP | 8. Fire Station #3 | 14. PD-Cy Miller Park |
| 3. Chimney Hill | 9. Fire Station #5 | 15. Public Works |
| 4. City Hall/Community Dev. | 10. Ringer Library | 16. Utility Customer Service |
| 5. Conference Center | 11. Municipal Court | 17. Utility Service Center |
| 6. Fire Station #1 | 12. Northgate Garage | |

Budget & Financial Summary: Funding for the seventeen (17) sites included in Section I of Bid #09-81 has been included in the proposed FY 2011 budget in the General Fund - Parks and Recreation Department, Parking Fund, Electric Fund, Wastewater Fund, and Economic Development Fund.

Attachments:

1. Renewal Agreement Form

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 09-263 for Rainbow Gardens on a month-to-month basis in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed Nine Thousand Four Hundred Ninety Two Dollars and no/100 (\$9,492.00) per month.

I understand this renewal term will be for the period beginning October 1, 2010 and continuing on a month-to-month basis thereafter.

RAINBOW GARDENS



AUTHORIZED REPRESENTATIVE

9-15-2010

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

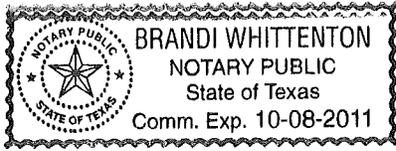
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 15th day of September, 2010,
by Dana Russell in his/her capacity as owner of
Rainbow Gardens, a TEXAS Corporation, on behalf of said corporation.



Brandi Whittenton
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2010,
by _____, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



September 15, 2010

Mr. Dana Russell
Rainbow Gardens
11672 E State Hwy 21
Bryan, TX 77808

**RE: Renewal of Bid No. 09-81; Contract No. 09-263
Landscape Maintenance Services**

Dear Dana:

The City of College Station appreciates the services provided by Rainbow Gardens this past year. We would like to exercise our option to renew the above referenced agreement effective October 1, 2010 continuing on a month-to-month basis thereafter.

Please acknowledge (attached) your willingness to renew the above noted contract on a month-to-month basis until a new contract can be awarded.

Should you have any questions, please call me at (979) 764-3557.

Sincerely,

Cheryl K. Turney, C.P.M.
Asst. Finance Director

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

**September 23, 2010
Consent Agenda Item 2q
CSU Joint Transmission Protective Relay Study**

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action and discussion regarding approval of Contract 10-272 to Black & Veatch Corp. to perform engineering analysis and a coordination study on the CSU Electric transmission system in conjunction with Brazos Electric Cooperative and BTU for an amount not to exceed \$71,500.

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

Recommendation: Staff recommends awarding this contract to Black & Veatch Corp. to perform this study as part of a regional study with neighboring utilities. This shared study will ensure that all the neighboring systems are adequately protecting utility assets. The College Station share of the study is not to exceed \$71,500.

Summary: With the addition of new substations and transmission lines, it is time to conduct an engineering analysis of our transmission system and its operation within the ERCOT grid. This study will provide a comprehensive engineering review of the transmission protection scheme and interface with the ERCOT transmission grid and will provide recommendations for any updates that need to be made to the transmission protection system. The combining of this study with our neighboring utilities will provide synergies that allow this study to be done for about one third the cost of an independent study. This expenditure will be made upon approval by Council.

Budget & Financial Summary: Funds for this item are budgeted in the Electric Department O&M for FY11.

Attachments:
Contract is on file in the City Secretary's Office

September 23, 2010
Consent Agenda Item 2r
Wolf Pen Creek Water Feature and Festival Area Project (WP-0901)
Alternate Construction Delivery Method

To: Glenn Brown, City Manager

From: Chuck Gilman, P.E., Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion approving a resolution authorizing the use of competitive sealed proposals (CSP) as the delivery method for the Wolf Pen Creek Water Feature and Festival Area project.

Relationship to Strategic Goals: Goal III, Diverse Growing Economy

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

Summary: This item provides for the use of competitive sealed proposals (CSP) for the construction of the Wolf Pen Creek Water Feature and Festival Area project. CSP is a process that allows the City to consider the qualifications of the contractor as well as the bid price in selecting a contractor once the construction plans and specifications are complete.

Budget & Financial Summary: This project is funded from the Wolf Pen Creek TIF Fund in the amount of \$3,500,000.00. As part of a development agreement, \$1,200,000.00 is obligated for the design and construction of a water feature. Funds in the amount of \$524,980.70 have been expended or committed to date, leaving a balance of \$2,975,019.30 for the completion of the project.

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING WHICH METHOD PROVIDES FOR THE BEST VALUE TO THE CITY OF COLLEGE STATION FOR THE CONSTRUCTION OF THE WOLF PEN CREEK WATER FEATURE AND FESTIVAL AREA PROJECT AND AUTHORIZING THE USE OF THIS PROCUREMENT METHOD FOR PROJECT NUMBER WP-0901 IN ACCORDANCE WITH SECTION 271.114(a) OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City Council of the City of College Station, Texas, determined a need to construct the Wolf Pen Creek Water Feature and Festival Area Project (Project No. WP-0901); and

WHEREAS, the City has considered using a method specified by Texas Local Government Code Section 271.113(a) other than competitive bidding; and

WHEREAS, the City Council has determined that the method which provides the best value for the City for the construction of the Wolf Pen Creek Water Feature and Festival Area Project (Project No. WP-0901) is the use of competitive sealed proposals for construction services as permitted by Texas Local Government Code Section 271.113(a)(2); now, therefore,

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

PART 1: That the City Council hereby finds that the use of competitive sealed proposals provides the best value for the City in the construction of the Wolf Pen Creek Water Feature and Festival Area Project (Project No. WP-0901);

PART 2: That the City Council hereby authorizes the use of competitive sealed proposals as the procurement method for the Wolf Pen Creek Water Feature and Festival Area Project (Project No. WP-0901);

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

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

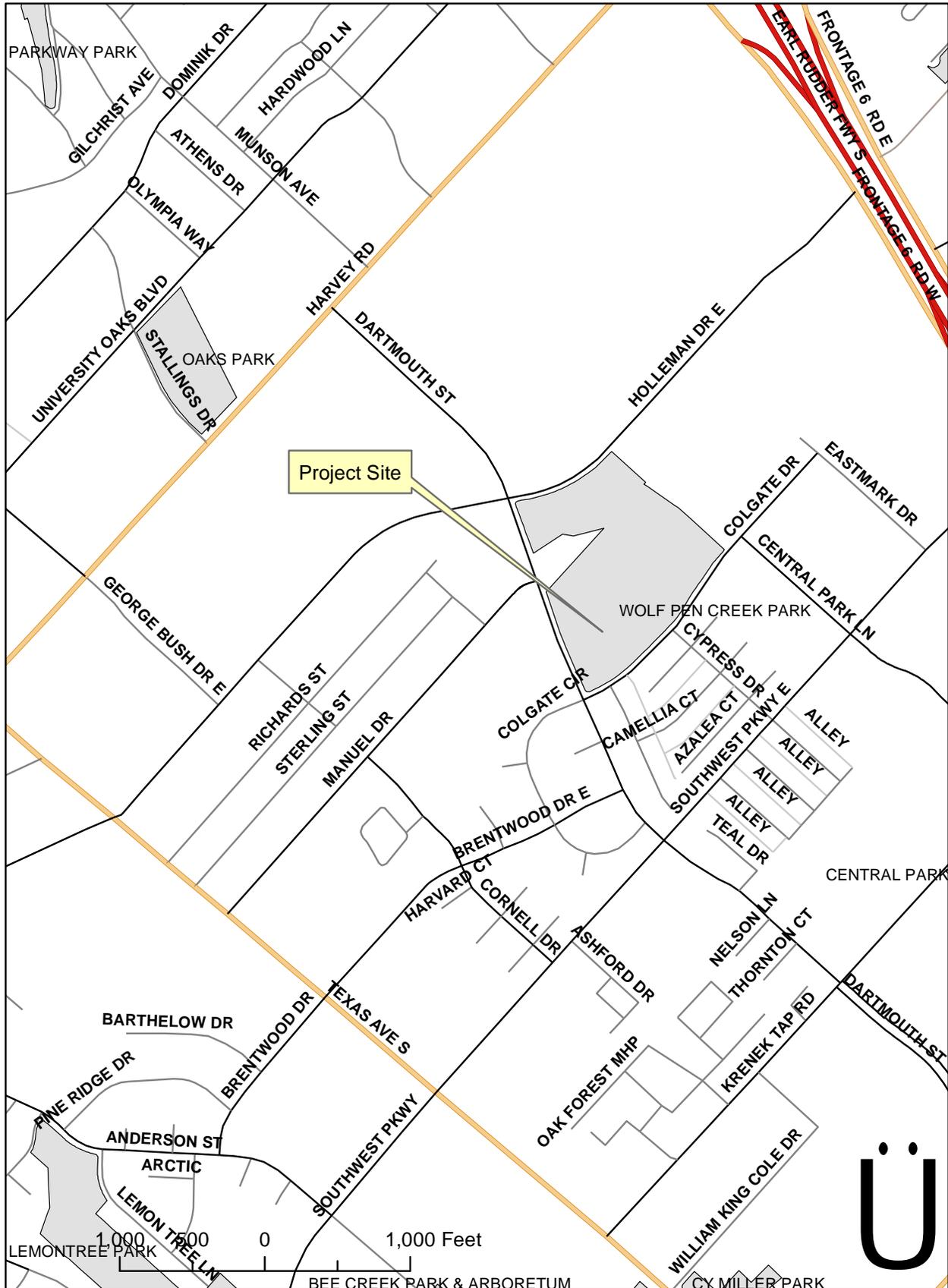
City Secretary

MAYOR

APPROVED:

Carla A Robinson
City Attorney

Wolf Pen Creek Water Feature and Festival Area



**September 23, 2010
Consent Agenda Item 2s
Annual Exemptions**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize expenditure of funds for FY'11, items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022; and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

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

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

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

U.S. Postmaster (postage - IT/Mail) FY11-\$70,000; FY10-\$80,000

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

Sungard Public Sector (H T E application maintenance) FY11-\$164,200; FY10-\$165,000

EnRoute Emergency System LLC (formerly GEAC) (application software upgrade/maintenance - Public Safety System) FY11-\$145,540; FY10-\$140,000

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

CME (geotechnical and construction testing services) FY11-\$65,000; FY10-\$86,000

Terracon (geotechnical and construction testing services) FY11-\$65,000; FY10-\$65,000

Joe Orr Surveying (land surveying) FY11-\$100,000; FY10-\$88,500

Freeman & Corbett (CCN legal issues) FY11-\$50,000

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

City of Bryan (utilities for Wells and Pump Station) FY11-\$1,200,000; FY10-\$1,200,000

Verizon (local phone services) FY11-\$100,000; FY10-\$101,700

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

ILA with City of Bryan for Library services:

Bryan Public Library (operational expenses for CS Public Library) FY11-\$1,006,905;
FY10-\$981,181

ILA with Brazos Valley Wide Area Communications System:

BV Council of Governments (managing entity for BVWACS) FY11-\$118,578; FY10-
\$132,000

Collaborative Agreement between Texas A&M University and nine other entities for Brazos
Valley Community Network (BVCNet) Project:

Texas A&M University FY11-\$13,000; FY10-\$11,700

ILA with Brazos County, City of Bryan and Texas A&M University for the Community
Emergency Operations Center (CEOC) Lease,

City of Bryan FY11-\$57,672; FY10-\$56,268

ILA with the Texas Procurement and Support Services (State Contract):

AT&T Wireless (DIR)(wireless phone/data) FY11-\$100,000; FY10-\$107,500

ILA with Purchasing Solutions Alliance (Program of BVCOG)

Office Max (office supplies) FY11-\$85,000; FY10-\$97,300

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

TCEQ (inspections/assessments, permitting fees - W/WW) FY11-\$135,000; FY10-
\$100,000

BV Groundwater Conservation District FY11-\$200,000; FY10-\$200,000

Budget & Financial Summary: Funds are either available and budgeted for each of the listed
purchase requests in the fiscal year 2010-2011 budget in various funds of the City or if necessary
will be made available by proposing an appropriate budget amendment or contingency transfer.

Attachments: None

**September 23, 2010
Consent Agenda Item 2t
Annual Steel, Concrete and Fiberglass Distribution Poles**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding the award of Bid #10-89 for steel distribution poles (Group A & B) to TransAmerican Power for \$176,005.00, fiberglass composite poles (Group C) to HD Supply for \$89,540.00, and concrete pole (Table A-1 & A-2) to Texas Electric Coop for \$260,530.00. Total expenditure is \$526,075.00. Group D item will not be awarded.

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

Recommendation(s): Staff recommends awarding to the lowest, responsible bidder meeting specifications as listed below for a total estimated yearly amount of \$526,075.00.

Group A & B	TransAmerican Power	\$176,005.00
Group C	HD Supply	\$89,540.00
Table A-1 & A-2	Texas Electric Coop	<u>\$260,530.00</u>
TOTAL AWARD		\$526,075.00

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

Budget & Financial Summary: Twelve (12) sealed, competitive bids were received and opened on August 9, 2010. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation 10-89



City of College Station - Purchasing Department
Bid Tabulation for #10-89
"Annual Price Agreement for Steel and Prestressed Concrete
Distribution Poles for Electric Inventory"
Open Date: Monday, August 9, 2010 @ 2:00 p.m.

Group A - Steel Distribution Poles					STRESSCRETE INC.		WESCO DISTRIBUTION		HD UTILITIES SUPPLY		SUPERIOR POWER POLES		SANPEC, INC.		TEC	
ITEM	Est. Annual Usage	UNIT	DESCRIPTION	Inventory No.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
A-1	20	Ea	30' steel pole	285-065-00020		\$0.00	\$801.05	\$16,021.00	\$1,204.00	\$24,080.00		\$0.00	\$486.00	\$9,720.00	\$628.00	\$12,560.00
A-2	20	Ea	40' steel pole	285-065-00010		\$0.00	\$1,288.40	\$25,768.00	\$1,496.00	\$29,920.00		\$0.00	\$874.00	\$17,480.00	\$918.00	\$18,360.00
A-3	50	Ea	45' steel pole	285-065-00011		\$0.00	\$1,684.21	\$84,210.50	\$1,652.00	\$82,600.00		\$0.00	\$1,279.00	\$63,950.00	\$1,188.00	\$59,400.00
A-4	20	Ea	50' steel pole	285-065-00012		\$0.00	\$1,894.74	\$37,894.80	\$1,880.00	\$37,600.00		\$0.00	\$1,453.00	\$29,060.00	\$1,926.00	\$38,520.00
A-5	5	Ea	55' steel pole	285-065-00013		\$0.00	\$2,067.37	\$10,336.85	\$2,429.00	\$12,145.00		\$0.00	\$1,685.00	\$8,425.00	\$2,387.00	\$11,935.00
TOTAL						\$0.00		\$174,231.15		\$186,345.00		\$0.00		\$128,635.00		\$140,775.00
Group B - Self Supporting Steel Distribution Poles																
B-1	10	Ea	50' Steel self supporting pole with 6 degree angle	285-065-00016		\$0.00	\$1,928.42	\$19,284.20	\$2,024.00	\$20,240.00		\$0.00	\$1,569.00	\$15,690.00	\$1,986.00	\$19,860.00
B-2	10	Ea	50' steel self supporting pole with 12 degree angle	285-065-00017		\$0.00	\$2,665.26	\$26,652.60	\$2,410.00	\$24,100.00		\$0.00	\$1,978.00	\$19,780.00	\$4,025.00	\$40,250.00
B-3	10	Ea	50' steel self supporting pole with 18 degree angle	285-018-00018		\$0.00	\$2,971.58	\$29,715.80	\$2,769.00	\$27,690.00		\$0.00	\$2,285.00	\$22,850.00	\$4,056.00	\$40,560.00
TOTAL						\$0.00		\$75,652.60		\$72,030.00		\$0.00		\$58,320.00		\$100,670.00
TOTAL STEEL POLES								\$249,883.75		\$258,375.00				\$186,955.00		\$241,445.00
Group C - Fiberglass Composite Distribution Poles																
C-1	20	Ea	40' fiberglass composite class 2 wood equivalent pole	285-065-00024		\$0.00		\$0.00	\$992.00	\$19,840.00		\$0.00		\$0.00	\$1,563.00	\$31,260.00
C-2	40	Ea	45' fiberglass composite class 2 wood equivalent pole	285-065-00022		\$0.00		\$0.00	\$1,130.00	\$45,200.00		\$0.00		\$0.00	\$2,000.00	\$80,000.00
C-3	20	Ea	50' fiberglass composite class 2 wood equivalent pole	085-065-00025		\$0.00		\$0.00	\$1,225.00	\$24,500.00		\$0.00		\$0.00	\$2,474.00	\$49,480.00
TOTAL						\$0.00		\$0.00		\$89,540.00		\$0.00		\$0.00		\$160,740.00
Group D - Self Supporting Fiberglass Distribution Poles																
D-1	3	Ea	50' fiberglass composite pole with 12 degree angle	285-065-00026		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,105.00	\$9,315.00
Table A-1 Prestressed Spun Cast Concrete Distribution Poles																
A-1	5	Ea	35' prestressed spun cast concrete pole	540-070-00020	\$1,186.00	\$5,930.00	\$1,261.70	\$6,308.50		\$0.00	\$1,181.00	\$5,905.00		\$0.00	\$1,342.00	\$6,710.00
A-2	10	Ea	40' prestressed spun cast concrete pole	540-070-00010	\$1,186.00	\$11,860.00	\$1,261.70	\$12,617.00		\$0.00	\$1,335.00	\$13,350.00		\$0.00	\$1,342.00	\$13,420.00
A-3	80	Ea	45' prestressed spun cast concrete pole	540-070-00008	\$1,527.00	\$122,160.00	\$1,624.46	\$129,956.80		\$0.00	\$1,560.00	\$124,800.00		\$0.00	\$1,330.00	\$106,400.00
A-4	15	Ea	50' prestressed spun cast concrete pole	540-070-00009	\$1,721.00	\$25,815.00	\$1,830.85	\$27,462.75		\$0.00	\$1,755.00	\$26,325.00		\$0.00	\$1,660.00	\$24,900.00
A-5	35	Ea	55' prestressed spun cast concrete pole	540-070-00011	\$2,016.00	\$70,560.00	\$2,144.68	\$75,063.80		\$0.00	\$1,930.00	\$67,550.00		\$0.00	\$1,342.00	\$46,970.00
TOTAL						\$236,325.00		\$251,408.85		\$0.00		\$237,930.00		\$0.00		\$198,400.00
Table A-2 Prestressed Spun Cast Concrete Distribution Poles																
A-6	10	Ea	50' prestressed spun cast concrete self-supporting pole 6 degree angle	540-070-00021	\$2,160.00	\$21,600.00	\$2,297.87	\$22,978.70		\$0.00	\$1,930.00	\$19,300.00		\$0.00	\$1,728.00	\$17,280.00
A-7	10	Ea	50' prestressed spun cast concrete self supporting pole 12 degree	540-070-00018	\$2,529.00	\$25,290.00	\$2,690.43	\$26,904.30		\$0.00	\$2,608.00	\$26,080.00		\$0.00	\$2,128.00	\$21,280.00
A-8	10	Ea	50' prestressed spun cast concrete self supporting pole 18 degree angle	540-070-00019	\$3,177.00	\$31,770.00	\$3,379.79	\$33,797.90		\$0.00	\$3,087.00	\$30,870.00		\$0.00	\$2,357.00	\$23,570.00
TOTAL						\$78,660.00		\$83,680.90		\$0.00		\$76,250.00		\$0.00		\$62,130.00
TOTAL CONCRETE POLES						\$314,985.00		\$335,089.75		\$0.00		\$314,180.00		\$0.00		\$260,530.00



City of College Station - Purchasing Department
Bid Tabulation for #10-89
"Annual Price Agreement for Steel and Prestressed Concrete
Distribution Poles for Electric Inventory"
Open Date: Monday, August 9, 2010 @ 2:00 p.m.

Group A - Steel Distribution Poles				TECHLINE			TRINITY TRANSMISSION		TRANSAMERICAN POWER		SABRE		ENERGY REPS/McWANE		**V&S SCHULER TUBULAR	
ITEM	Est. Annual Usage	UNIT	DESCRIPTION	Inventory No.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
A-1	20	Ea	30' steel pole	285-065-00020	\$931.25	\$18,625.00	\$1,218.00	\$24,360.00	\$558.00	\$11,160.00	\$1,362.00	\$27,240.00	\$526.00	\$10,520.00	\$1,493.00	\$29,860.00
A-2	20	Ea	40' steel pole	285-065-00010	\$1,547.50	\$30,950.00	\$1,836.00	\$36,720.00	\$878.00	\$17,560.00	\$1,667.00	\$33,340.00	\$697.00	\$13,940.00	\$1,860.00	\$37,200.00
A-3	50	Ea	45' steel pole	285-065-00011	\$1,602.50	\$80,125.00	\$2,207.00	\$110,350.00	\$1,101.00	\$55,050.00	\$1,843.00	\$92,150.00	\$757.00	\$37,850.00	\$2,175.00	\$108,750.00
A-4	20	Ea	50' steel pole	285-065-00012	\$2,313.75	\$46,275.00	\$2,481.00	\$49,620.00	\$1,369.00	\$27,380.00	\$2,051.00	\$41,020.00	\$826.00	\$16,520.00	\$2,383.00	\$47,660.00
A-5	5	Ea	55' steel pole	285-065-00013	\$2,852.50	\$14,262.50	\$2,769.00	\$13,845.00	\$1,543.00	\$7,715.00	\$2,360.00	\$11,800.00	\$956.00	\$4,780.00	\$2,602.00	\$13,010.00
TOTAL						\$190,237.50		\$234,895.00		\$118,865.00		\$205,550.00		\$83,610.00		\$236,480.00
Group B - Self Supporting Steel Distribution Poles																
B-1	10	Ea	50' Steel self supporting pole with 6 degree angle	285-065-00016	\$2,928.75	\$29,287.50	\$2,489.00	\$24,890.00	\$1,459.00	\$14,590.00	\$2,350.00	\$23,500.00	\$1,019.00	\$10,190.00	\$2,536.00	\$25,360.00
B-2	10	Ea	50' steel self supporting pole with 12 degree angle	285-065-00017	\$3,126.50	\$31,265.00	\$3,064.00	\$30,640.00	\$2,017.00	\$20,170.00	\$2,781.00	\$27,810.00		\$0.00	\$3,455.00	\$34,550.00
B-3	10	Ea	50' steel self supporting pole with 18 degree angle	285-018-00018	\$4,120.00	\$41,200.00	\$3,477.00	\$34,770.00	\$2,238.00	\$22,380.00	\$3,134.00	\$31,340.00		\$0.00	\$3,655.00	\$36,550.00
TOTAL						\$101,752.50		\$90,300.00		\$57,140.00		\$82,650.00		\$0.00		\$96,460.00
TOTAL STEEL POLES						\$291,990.00		\$325,195.00		\$176,005.00		\$288,200.00		\$83,610.00		\$332,940.00
Group C - Fiberglass Composite Distribution Poles																
C-1	20	Ea	40' fiberglass composite class 2 wood equivalent pole	285-065-00024	\$1,104.45	\$22,089.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
C-2	40	Ea	45' fiberglass composite class 2 wood equivalent pole	285-065-00022	\$1,200.00	\$48,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
C-3	20	Ea	50' fiberglass composite class 2 wood equivalent pole	085-065-00025	\$1,449.00	\$28,980.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL						\$99,069.00		\$0.00		\$0.00		\$0.00		\$83,610.00		\$429,400.00
Group D - Self Supporting Fiberglass Distribution Poles																
D-1	3	Ea	50' fiberglass composite pole with 12 degree angle	285-065-00026	\$3,352.00	\$10,056.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Table A-1 Prestressed Spun Cast Concrete Distribution Poles																
A-1	5	Ea	35' prestressed spun cast concrete pole	540-070-00020	\$2,025.00	\$10,125.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
A-2	10	Ea	40' prestressed spun cast concrete pole	540-070-00010	\$2,025.00	\$20,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
A-3	80	Ea	45' prestressed spun cast concrete pole	540-070-00008	\$2,053.00	\$164,240.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
A-4	15	Ea	50' prestressed spun cast concrete pole	540-070-00009	\$2,132.00	\$31,980.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
A-5	35	Ea	55' prestressed spun cast concrete pole	540-070-00011	\$2,211.00	\$77,385.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL						\$303,980.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Table A-2 Prestressed Spun Cast Concrete Distribution Poles																
A-6	10	Ea	50' prestressed spun cast concrete self-supporting pole 6 degree angle	540-070-00021	\$2,321.00	\$23,210.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
A-7	10	Ea	50' prestressed spun cast concrete self supporting pole 12 degree	540-070-00018	\$2,580.00	\$25,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
A-8	10	Ea	50' prestressed spun cast concrete self supporting pole 18 degree angle	540-070-00019	\$2,822.00	\$28,220.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL						\$77,230.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL CONCRETE POLES						\$381,210.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

 Indication Successful bidder meeting specifications.
 Indicate did not meet specification.

Group D Item will not be awarded.

September 23, 2010
Consent Agenda Item 2u
Wood Pole Treatment & Inspection Contract Assignment Consent

To: Glenn Brown, City Manager

From: David Massey, Director of College Station Electric Utilities Department

Agenda Caption: Presentation, discussion, and possible action regarding the consent for Assignment and Assumption of Contract 10-149 to Osmose Utilities Services, Inc. for Wood Pole Treatment and Inspection services.

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

Recommendation(s): Staff recommends Council consent to the Assignment and Assumption of Contract 10-149 to Osmose Utilities Services, Inc. for Wood Pole Treatment and Inspection services.

Summary: On May 17, 2010 Council awarded Contract 10-149 to Pole Maintenance Company, LLC in the amount of \$180,861.20 for Wood Pole Treatment and Inspection services. The Contract provides that the contract may not be assigned without written consent of the City. Pole Maintenance Company, LLC has been sold to Osmose Utilities Services, Inc. and Osmose has agreed to assume all Pole Maintenance's rights and obligations under Contract 10-149. Osmose originally bid on the contract and is able to perform the work under the contract. Osmose has provided the necessary insurance coverage.

Budget & Financial Summary: Funds are budgeted and available in the College Station Utilities Electric Distribution Capital Improvement Project Budget.

Attachments:

1. Assignment & Assumption Agreement

August 31, 2010

ACCEPTANCE COPY

Ms. Carla A. Robinson
First Assistant City Attorney
Legal Department
CITY OF COLLEGE STATION
1101 Texas Avenue
College Station, TX 77842

**SUBJECT: ASSIGNMENT OF CITY OF COLLEGE STATION
SERVICE CONTRACT NUMBER 10-149**

Dear Ms. Robinson:

Please be advised that Osmose will be the Assignee for the work originally assigned to City of College Station under the above referenced contract between Pole Maintenance Company, LLC and City of College Station.

An insurance certificate covering Osmose for this work is attached for your convenience.

Please remit payment to the following:

Osmose Utilities Services, Inc.
Manufacturers & Traders Trust
Dept. No. 560, PO Box 8000
Buffalo, NY 14267-0002

We look forward to completing this important project for City of College Station. If this letter and the Assignment and Assumption Letter are all that are required for the assignment, please sign, date, and return an acceptance copy for our files. If anything further is needed, please do not hesitate to contact me
Sincerely,



David R. Hagley
Vice President-Contracts
Attachment

DRH/lp

Osmose Utilities Services, Inc.
215 Greencastle Road • Tyrone, GA 30290-2944
Phone: 770-632-6700 • Fax: 678-364-0844



OSMOSE UTILITIES SERVICES, INC.

BY: David R. Hagley 8/31/10
David R. Hagley Date
Vice President-Contracts

CITY OF COLLEGE STATION

BY: _____
Mayor Date
(required if Contract is \$50,000 or more)

ATTEST:

City Secretary Date
(required if Contract is \$50,000 or more)

CITY OF COLLEGE STATION

APPROVED:

BY: _____
City Manager Date

Carla A Robinson
City Attorney Date

Chief Financial Officer Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2010

PRODUCER (716)819-5500 FAX: (716)819-5140
 First Niagara Risk Management, Inc
 726 Exchange Street, Suite 900
 Buffalo NY 14210
 INSURED
 Osmose Utilities Services, Inc.
 980 Ellicott Street
 Buffalo NY 14209-2323

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	31GPP4928204	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	31CAB4928304	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	ULP0024146-02	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	31WCI4928504	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of College Station, its officials, employees and volunteers are additional insureds, including completed operations, on a primary and non-contributory basis for General Liability and Auto Liability as required by written contract regarding work performed by the insured for the certificate holder. Waiver of Subrogation applies under the General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of College Station
 Attn: Alan Degelman
 1101 Texas Avenue
 College Station, TX 77842

CANCELLATION

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

IMPORTANT

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

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

DISCLAIMER

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of July 26, 2010, by and among **POLE MAINTENANCE COMPANY, LLC**, a Nebraska limited liability company, **POLE MAINTENANCE COMPANY OF CANADA, LTD.**, an Alberta, Canada corporation, and **PEOPLE AND MACHINES CORPORATION**, a Nebraska corporation (collectively, the "Assignors"), and **OSMOSE UTILITIES SERVICES, INC.**, a Delaware corporation (Assignee).

WHEREAS, pursuant to a certain Asset Purchase Agreement dated the date hereof (the "Purchase Agreement"), Assignors have agreed to sell to Assignee and Assignee has agreed to purchase from Assignors the Assets for the consideration set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and for other valuable consideration, the receipt and adequacy of which are acknowledged, Assignors and Assignee agree as follows:

1. **Assignment.** Assignors assign and transfer to Assignee all of their right, title and interest in, under and to the Assumed Contracts.
2. **Assumption.** Assignee assumes all liabilities and obligations arising from the Assumed Liabilities, from and after the Closing Date, as set forth in the Purchase Agreement.
3. **Additional Rights and Obligations.** This Agreement is being entered into pursuant and subject to the terms and conditions of the Purchase Agreement and additional rights and obligations of the parties are expressly provided for therein. The execution and delivery of this Agreement do not impair or diminish any of the rights or obligations of any of the parties to the Purchase Agreement as set forth in this Agreement.
4. **Further Assurances.** Assignors and Assignee will from time to time and if so requested by the other party execute and deliver such other instruments and take such other steps as may reasonably be necessary to effectuate the assignment and assumption evidenced by this Agreement.
5. **Governing Law.** This Agreement is governed by and interpreted in accordance with the internal laws of the State of Delaware, without regard to principles of conflict of laws.
6. **Execution.** This Agreement may be executed (a) in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement and (b) by facsimile or other electronic means.

7. Definitions. Unless otherwise defined in this Agreement, each capitalized term has the meaning given to it in the Purchase Agreement.

8. Binding. This Agreement is binding upon and inures to the benefit of Assignors and Assignee and their heirs, successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be executed and delivered as of the date and year first above written.

ASSIGNORS:

POLE MAINTENANCE COMPANY, LLC

By: W Abbott
William Abbott, Manager

**POLE MAINTENANCE COMPANY OF
CANADA, LTD.**

By: W Abbott
William Abbott, President

PEOPLE AND MACHINES CORPORATION

By: W Abbott
William Abbott, President

ASSIGNEE:

OSMOSE UTILITIES SERVICES, INC.

By: Lary Larson
Lary Larson, President

**September 23, 2010
Consent Agenda Item 2v
Lodge Street No Parking Zone**

To: Glenn Brown, City Manager

From: David Gwin, Director, Economic and Community Development

Agenda Caption: Presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to add Section J. "Lodge Street Parking" for the implementation of a No Parking Zone during times in which the street becomes two-way for vehicular traffic.

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

Summary: In the fall of 2008, it was determined that portions of College Main and Lodge Street needed to be regularly closed to through vehicular traffic between the hours of 10:00 P.M. and 3:00 A.M. on Thursday, Friday and Saturday evenings to assist in the furtherance of public safety in Northgate. Additionally, it was also determined that Lodge Street should be switched from one-way to two-way traffic during these times to allow vehicular access to the parking lot immediately behind the 400 block of University Drive when these temporary closures are deployed.

In order to efficiently and safely implement both on an ongoing basis, it is necessary that vehicles not park at the eight (8) metered spaces located on both sides of Lodge Street during the above referenced time period.

Creation of the no parking zone on Lodge Street during these times was the result of much stakeholder discussion and input, and this ordinance will just codify the current practice and provide for public notification and its ultimate enforcement.

The attached ordinance provides that parking is not permitted between the hours of 10:00 P.M. and 4:00 A.M. on Thursday, Friday, and Saturday Evenings and that any vehicles parked at the metered spaces are subject to immediate removal and/or a parking citation. In addition to "bagging" the meters during this time period, staff is prepared to install instructional signage immediately upon adoption of the ordinance.

During all other time periods, Lodge Street will remain a one-way street and allow on-street parking on both sides.

Budget & Financial Summary: The "No Parking" signage cost approximately \$110 and is accounted for in the Parking Enterprise Fund 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 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", BY AMENDING SECTION E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS"; "TRAFFIC CONTROL DEVICE INVENTORY SCHEDULE XII", 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 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS" of the Code of Ordinances of the City of College Station, Texas, be amended by amending SECTION E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" "TRAFFIC CONTROL DEVICE INVENTORY SCHEDULE XII" 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). Furthermore, that the vehicle of any person, firm, or corporation violating any of the provisions of this chapter may be immediately towed and impounded at the expense of the owner. 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 September, 2010.

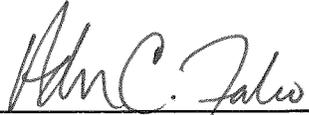
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE" SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS"** of the Code of Ordinances of the City of College Station, Texas, be amended by amending **SECTION E. "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" "TRAFFIC CONTROL DEVICE INVENTORY SCHEDULE XII"** and is to read as follows:

1. **Lodge Street** – No Parking shall on either side of Lodge Street during the hours of 10:00 P.M to 12:00 A.M. on Thursday, Friday, Saturday, and Sunday and during the hours of 12:00 A. M. to 4:00 A.M. on Friday, Saturday, and Sunday.



Lodge Street Parking Restriction

**September 23, 2010
Consent Agenda Item 2w
Smoking Ordinance Amendment**

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion regarding a proposed amendment to the City's smoking ordinance defining smoking-related medical or scientific research and adding it as an exception.

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

Summary: Staff has been contacted by a professor involved in smoking cessation research in the Department of Psychology at Texas A&M University regarding a possible amendment to the smoking ordinance defining smoking-related medical or scientific research and adding it as an exception.

The proposed amendment states that a smoking-related medical or scientific research "means an enclosed indoor workplace, to the extent that tobacco smoking is an integral part of a medical or scientific research study that has been sanctioned by an accredited university or medical institution."

The ordinance currently states that "Smoking is not allowed at any public meeting, in any public place, or in a workplace unless specifically permitted" as an exception. The only exceptions listed in the ordinance include actors or actresses in theatrical performance, specialty tobacco shops and hookah bars.

Budget & Financial Summary: N/A

Attachments:

1. Smoking ordinance – Defining smoking-related medical or scientific research and adding it as an exception

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 7, "HEALTH AND SANITATION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 9, "TOBACCO PRODUCTS AND SMOKING", 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 9, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than 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 23rd day of September, 2010.

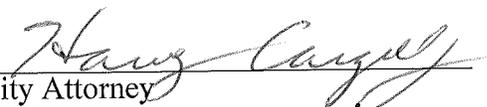
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

SECTION 9: TOBACCO PRODUCTS AND SMOKING

A. Definitions

- (1) **Public Meeting** means a meeting required to be open to the public under TEX. GOVT. CODE, Chapter 551.
- (2) **Public Place** means an enclosed, indoor area to which the public has access and includes, but is not limited to the following:
 - (a) the common areas of a retail store, office, grocery store, or other commercial establishments;
 - (b) a restaurant or cafeteria;
 - (c) a public or private or secondary school;
 - (d) a public or private institution of higher education;
 - (e) a hospital or nursing home;
 - (f) an elevator;
 - (g) City and school buses;
 - (h) City building, owned or leased by the City and used for City purposes;
 - (i) an enclosed theater, auditorium, movie house, or arena;
 - (j) a courtroom or a jury waiting or deliberation room; or
 - (k) bar or bar area
- (3) **Smoke** or **smoking** includes:
 - (a) carrying or holding a lighted pipe, cigar or cigarette of any kind or any other lighted smoking equipment or device;
 - (b) lighting a pipe, cigar, or cigarette of any kind or any other smoking equipment or device; or
 - (c) emitting or exhaling the smoke of a pipe, cigar, or cigarette of any kind or any other smoking equipment or device.
- (4) **Bar.** A bar is an establishment that is dedicated predominately to the serving of alcohol rather than food.

- (5) **Bar area.** A bar area is an area physically separated from a food serving area dedicated predominately to the serving of alcohol rather than food.
- (6) **Tobacco specialty shop** means any establishment that is dedicated to the sale or rental of tobacco, tobacco-related products and accessories for consumption or use on or off the premises and more than 60% of the revenues must come from the sale or rental of tobacco and tobacco-related products.
- (7) **Workplace** means an enclosed area in which employees work or have access during the course of their employment.
- (8) **Hookah bar** means a bar in which the on-site sales or rentals of hookah tobacco products and smoking accessories for consumption or use on the premises exceeds 30% of gross revenues.
- (9) Smoking-related medical or scientific research means an enclosed indoor workplace, to the extent that tobacco smoking is an integral part of a medical or scientific research study that has been sanctioned by an accredited university or medical institution.

B. Offense; Penalty.

- (1) A person commits an offense if the person smokes at a public meeting, in a public place, in a workplace or in any other enclosed, indoor area in which “no smoking” signs are conspicuously posted by the person in charge, and the person is not in an area designated as a smoking area under Subsection C below.
- (2) It shall be an affirmative defense to the application of provision (1) of this subsection that the person is smoking:
 - (a) as an actor or actress in a theatrical performance; or
 - (b) at a tobacco specialty shop; or
 - (c) at a hookah bar; or
 - (d) as required of a participant in a smoking-related medical or scientific research study.

Smoking shall be allowed and smoking signs are not required to be posted by the person in charge under Subsection C when smoking is permitted by Subsection B(2)a and B(2)b and B(2)c and B(2)d. Smoking is not allowed at any public meeting, in any public place, or in a workplace unless specifically permitted by Subsection B(2)a and B(2)b and B(2)c and B(2)d.

C. Designation of No Smoking and Smoking Areas

- (1) The person in charge shall designate the following areas as “non-smoking”:
 - (a) food order areas, cashier areas, check-out lines for stores;

- (b) City library;
 - (c) elevators;
 - (d) City and school buses, including associated terminals;
 - (e) restrooms;
 - (f) movie theaters, hospitals, and rest home facilities;
 - (g) all other public places including restaurants, cafeterias, bars, bar areas; and
 - (h) workplaces.
 - (i) within a ten feet (10') radius of bars and bar areas entry ways;
 - (j) within a twenty feet (20') radius of the entry ways of all other public places or workplaces
- (2) Smoking areas shall not be designated to cover areas in provisions (1)(a) through (1)(j) of this subsection. It is not required that any smoking areas be designated.

D. Signs

- (1) The person in charge of a public place or workplace shall place signs visible at each entrance of the building to notify persons entering that smoking is prohibited or that smoking is prohibited except in areas designated as smoking areas.
- (2) The person in charge shall conspicuously post signs in areas designated as a smoking area that smoking is permitted in the area.

E. Facilities to Extinguish Smoking Material

All public places shall be equipped for extinguishments of smoking materials. Facilities for extinguishments of smoking materials that are located in areas of public places other than designated smoking areas shall be accompanied by clearly visible signs, stating "no smoking".

F. Owner/Operator Responsible

A person commits an offense if he is the owner, operator, manager or an employee of an establishment and he intentionally permits or fails to make a reasonable effort to prevent smoking in a "no smoking" area.

**September 23, 2010
Consent Agenda Item 2x
Property Casualty Insurance Policies for Fiscal Year 2011**

To: Glenn Brown, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion regarding City of College Station Property/Casualty, Excess Liability and Workers Compensation Insurance Policies for Fiscal Year 2011. FY11 premiums have decreased 22% from FY10 premiums. With the addition of Auto Property Damage coverage, the net decrease in premiums is 14% over FY10 premiums. Council action is required to reject responses received from RFP 10-85, as replaced by RFP 10-94.

Relationship to Strategic Goals: Goal I.1 Spending taxpayer money efficiently

Recommendation(s): The City of College Station Human Resources Department recommends approval of these insurance policies for the period October 1, 2010 to September 30, 2011.

Policy Type	FY 2010 Premium	FY2011 Premium	Savings/increase
Excess Liability/Workers' Compensation with Star National Insurance Co.	\$289,801.00	214,453.00	-\$75,348.00
Property/Boiler and Machinery with Affiliated FM	\$101,434.00	92,088.00	-\$9,346.00
Crime Coverage with Great American Insurance	\$4,522.00	2,000.00	-\$2,522.00
EMT Liability with Western World Insurance Co.	\$5,077.64	5,077.64	\$0.00
Net Savings FY11	\$400,834.64	313,618.64	-\$87,216.00
Add Coverage for Vehicles >\$50,000			
Auto Property Damage Insurance with Great American Insurance	\$0.00	29,890.00	\$29,890.00

Summary: On July 15, 2010, the City issued two Requests for Proposals (10-84, 10-85) to obtain FY 2011 insurance coverage through competitive means. RFP 10-85 was determined upon closing to lack appropriate weighted evaluation criteria, and replacement RFP 10-94 was issued August 31, 2010. The City's sole broker of record, McGriff, Seibels, and Williams of Texas, Inc., evaluated responsive proposals received. The City's Risk Management Office further reviewed the responsive proposals and the broker recommendations.

The recommended insurance policy rates on Property, Excess Liability and Workers' Compensation include a three-year rate guarantee. All policies are renewable annually up to two one-year terms, with reviews on each anniversary date. Limits of liability and deductibles remain the same as in FY10.

Budget & Financial Summary: Funds are available in the FY11 budget in the Property/Casualty Fund and the Workers Compensation Fund.

Auto Property Damage Insurance is a new policy to insure City vehicles with a purchase price or replacement value in excess of \$50,000. Risk Management recommends this coverage.

Attachments:

Broker's Recommendation Letter for Property Insurance

Broker's Recommendation Letter for Excess Liability & Workers' Compensation Insurance



MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900E, Addison, TX 75001 Tel (469) 232-2100 Fax (469) 232-2101

September 13, 2010

Ms. Retha Blakely
Risk Management Department
City of College Station
1101 Texas Ave.
College Station, TX 77840

Re: RFP #10-84 Property, Mobile Equipment, Boiler & Machinery, Fleet Catastrophic Loss
Insurance Coverage

Retha,

Thank you for the opportunity to assist the City of College Station in the evaluation of proposals submitted in response to RFP # 10-84 Property, Mobile Equipment, Boiler & Machinery, Fleet Catastrophic Loss Insurance Coverage. The City received two proposals; 1) Affiliated FM (incumbent) and 2) Texas Municipal League Intergovernmental Risk Pool – TML.

The proposals were evaluated using the City's criteria as set forth in the RFP. Please see attached the comparison of evaluation factors and spreadsheet comparison of coverage.

In addition to providing the lowest quote, the Affiliated FM proposal exceeded the TML proposal in meeting the City's requirements for financial stability and coverage form.

It is our recommendation that the City purchase the Affiliated FM policy for Property, Mobile Equipment, Boiler & Machinery, and Fleet Catastrophic Insurance for the premium of \$92,088.

The \$92,088 premium represents a \$9,346 savings over last year's premium with the same terms and conditions as the expiring policy.

Thank you for the opportunity to work with the City of College Station. Please let us know if you have any questions regarding this evaluation.

Sincerely,

Johnny Fontenot, CPCU, ARM, AIC
Executive Vice President

City of College Station RFP # 10-84

Property Insurance Evaluation Factors

Evaluation Factor	Weight		Affiliated FM	TML
Competiveness of rates/fees	35%		35 \$92,088	20 \$153,025
Qualifications/Financial Stability	20%		20	15 Non-rated
References	10%		10	10
Proposed policy conditions, exclusions, and coverage forms	35%		35	15 Does not meet minimum coverage requirements on multiple items
TOTAL	100		100	60



City of College Station Property Coverage Comparison 2010-2011

	Expiring Limits	Affiliated FM	TML
A.M. Best Rating	A+ XV	A+ XV	Not Rated
Property:			
Total Insured Value	\$177,116,704	\$230,221,272	\$217,650,841
Loss Limit :	\$177,116,704	\$230,221,272	\$199,525,596
Rate:	\$0.0542	\$0.0379	
Sub Limits:			
Extra Expense	\$500,000	\$500,000	\$25,000
Property in Transit	\$1,000,000	\$1,000,000	\$1,000
Accounts Receivable	\$500,000	\$500,000	\$10,000
Valuable Papers	\$500,000	\$500,000	\$10,000
Ordinance or Law Coverage	\$1,000,000	\$1,000,000	Policy Limit
Flood	\$75,000,000	\$75,000,000	Policy Limit
Earthquake or Movement	\$75,000,000	\$75,000,000	Policy Limit
Demolition & Increased Cost of Construction	\$1,000,000	\$1,000,000	Policy Limit
Errors and Omissions	\$1,000,000	\$1,000,000	No Coverage
Expediting Expenses	\$250,000	\$250,000	No Coverage
Newly Acquired Locations (reported within 90 days)	\$1,500,000	\$1,500,000	\$1,000,000
Miscellaneous Unnamed Locations	\$1,000,000	\$1,000,000	No Coverage
Data, Programs & Software	\$500,000	\$500,000	\$10,000
Fine Arts	\$250,000	\$250,000	\$250,000
Deferred Payments	\$100,000	\$100,000	No Coverage
Gross Earnings	\$1,000,000	\$1,000,000	No Coverage
Fire Fighting Materials & Expense	\$100,000	\$100,000	Policy Limit
Professional Fees	\$100,000	\$100,000	No Coverage
Trees, Shrubs, Plants	\$100,000 - \$1,000 per item	\$100,000 - \$1,000 per item	\$10,000 - \$250 per item
Pavements & Roadways	\$250,000	\$250,000	Must be Scheduled
Land & water Clean-up	\$50,000	\$50,000	20000
Installation Floater	\$250,000	\$250,000	No Coverage
Fungus, Mold or Mildew	\$1,000,000	\$1,000,000	Policy Limit
Off-Premises Service Interruption - PD	\$250,000	\$250,000	Included
Arson or Theft Reward	\$100,000	\$100,000	No Coverage
Money & Securities	\$100,000	\$100,000	No Coverage
Locks & Keys	\$100,000	\$100,000	No Coverage
Tenants Legal Liability & Expense	\$100,000	\$100,000	No Coverage
Soft Costs	\$100,000	\$100,000	No Coverage
Business Interruption-			
Days of Ordinary Payroll	30	30	No Coverage
Days of Civil Authority	30	30	No Coverage
Off-Premises Service Interruption	\$250,000	\$250,000	No Coverage
Contingent Business Interruption	\$250,000	\$250,000	No Coverage
Research & Development Expense	\$250,000	\$250,000	No Coverage
Ingress/Egress	\$250,000	\$250,000	No Coverage
Tax Treatment	\$100,000	\$100,000	No Coverage
Days of Extended Period of Indemnity	30	30	No Coverage
Boiler and Machinery:			
Boiler and Machinery Coverage (Any One Accident)	Policy Limit	Policy Limit	\$30,000,000
Vehicle & Mobile Equip (Floater -- Catastrophic Loss):			
Per Occurrence	?	\$20,900,275	\$9,952,757
Per Piece of Mobile Equipment	\$6,569,635	\$13,845,293	\$8,172,488
Deductible:			

City of College Station Property Coverage Comparison 2010-2011

Earth Movement	\$100,000	\$100,000	\$100,000
Flood Zone A	\$500,000	\$500,000	\$100,000
Flood - Library/Police	\$250,000	\$250,000	\$100,000
Flood	\$100,000	\$100,000	\$100,000
Wind & Hail	\$100,000	\$100,000	\$100,000
B&M - Property Damage	\$50,000	\$50,000	\$50,000
BI Waiting Period	120 Hours	120 Hours	No Coverage
EDP	\$100,000	\$100,000	\$100,000
Contractors Equipment	\$250,000	\$250,000	\$25,000
All Other Losses	\$100,000	\$100,000	\$100,000
Terms and Endorsements:			
60-Day Notice of Cancellation/Non Renewal	Yes	Yes	Yes
All Risk Coverage	Yes	Yes	Yes
Replacement Cost Coverage (Property, B&M)	Yes	Yes	Yes
Terrorism (Certified)	Policy Limit	If Purchased, Policy Limit	\$25,000,000

Property Premium:	\$95,934	\$87,288	\$119,226
Boiler & Machinery Premium:	Included	Included	Included
Vehicle & Mobile Equipment Premium:	Included	Included	\$33,799
TOTAL PREMIUM:	\$95,934	\$87,288	153,025
Engineering Fee:	\$2,500	\$2,800	\$0
Terrorism Premium:	\$3,000	\$2,000	\$0

Total with Terrorism	\$101,434	\$92,088	\$153,025
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MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

5080 Spectrum Drive, Suite 900E, Addison, TX 75001 Tel (469) 232-2100 Fax (469) 232-2101

September 14, 2010

Ms. Retha Blakely
Risk Management Department
City of College Station
1101 Texas Ave.
College Station, TX 77840

Re: RFP #10-94 Excess Liability and Workers' Compensation Insurance Coverage

Retha,

Thank you for the opportunity to assist the City of College Station in the evaluation of proposals submitted in response to RFP # 10-94 Excess Liability and Workers' Compensation Insurance Coverage. A total of seven different carriers responded to the RFP offering proposals on multiple lines of coverage:

Excess Liability – Star Insurance, TML, Travelers
Excess Workers' Compensation – Star Insurance, TML, New York Marine
Commercial Crime – Federal Insurance, TML, Great American
Auto Property Damage – Great American, TML
EMT Liability – Western World

The proposals were evaluated using the City's criteria as set forth in the RFP. Please see attached the comparison of evaluation factors and spreadsheet comparisons of coverage.

Excess Liability and Workers' Compensation

Star Insurance provided a package program that includes all requested Excess Liability lines and Excess Workers' Compensation. This package program is the lowest cost proposal that meets the City's insurance requirements. Additionally, Star has offered a three year rate guarantee and broader terms and conditions favorable to the City.

It is our recommendation that the City purchase the Star Insurance policy for Excess Liability and Workers' Compensation Insurance for the premium of \$214,453.

The \$214,453 premium represents a \$75,348 savings over last year's premium with the same terms and conditions as the expiring policy.

Commercial Crime

Great American provided the lowest cost proposal for Commercial Crime Insurance and meets City requirements for this coverage.

It is our recommendation that the City purchase the Great American Insurance policy for Commercial Crime Insurance for the premium of \$2,000.

The \$2,000 premium represents a \$2,522 savings over last year's premium with the same terms and conditions as the expiring policy.

Auto Property Damage

Great American provided the lowest cost proposal for Auto Property Damage Insurance and meets City requirements for this coverage.

It is our recommendation that the City purchase the Great American Insurance policy for Auto Property Damage Insurance for the premium of \$29,890.

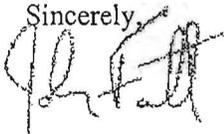
EMT Liability

Western World provided the only proposal for EMT Liability. The proposal is a renewal of the existing policy at the same terms, conditions, and premium as expiring.

It is our recommendation that the City purchase the Western World Insurance policy for EMT Liability Insurance for the premium of \$5,077.64.

Thank you for the opportunity to work with the City of College Station. Please let us know if you have any questions regarding these evaluations.

Sincerely,



Johnny Fontenot, CPCU, ARM, AIC
Executive Vice President

City of College Station RFP # 10-94

Excess Liability Insurance Evaluation Factors

Evaluation Factor	Weight	Star Insurance	TML	Travelers
Competiveness of rates/fees	35%	35	25 No rate guarantee	20 No rate guarantee
Qualifications/Financial Stability	20%	20	15 Non-rated	20
References	10%	10	10	10
Proposed policy conditions, exclusions, and coverage forms	35%	35	15 Does not meet minimum coverage requirements on multiple items	15 Does not meet minimum coverage requirements on multiple items
TOTAL	100	100	65	65



City of College Station RFP # 10-94

Excess Workers' Compensation Insurance Evaluation Factors

Evaluation Factor	Weight	Star Insurance	TML	New York Marine
Competiveness of rates/fees	35%	35	30 No rate guarantee	25 No rate guarantee
Qualifications/Financial Stability	20%	20	15 Non-rated	20
References	10%	10	10	10
Proposed policy conditions, exclusions, and coverage forms	35%	35	15 Does not meet minimum coverage requirements on multiple items	15 Does not meet minimum coverage requirements on multiple items
TOTAL	100	100	70	70



City of College Station RFP # 10-94

Commercial Crime Insurance Evaluation Factors

Evaluation Factor	Weight	Federal Insurance	TML	Great American
Competiveness of rates/fees	35%	20	32	35
Qualifications/Financial Stability	20%	20	15 Non-rated	20
References	10%	10	10	10
Proposed policy conditions, exclusions, and coverage forms	35%	35	35	35
TOTAL	100	85	92	100



City of College Station RFP # 10-94

Auto Property Damage Insurance Evaluation Factors

Evaluation Factor	Weight		Great American	TML
Competitiveness of rates/fees	35%		35	30
Qualifications/Financial Stability	20%		20	15 Non-rated
References	10%		10	10
Proposed policy conditions, exclusions, and coverage forms	35%		35	35
TOTAL	100		100	90



**September 23, 2010
Consent Agenda Item 2y**

Notice of Non-Renewal with Standard Insurance Company for Long Term Disability

To: Glenn Brown, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action and discussion to approve a resolution not to exercise Contract Number 09-092 renewal option #3 with Standard Insurance Company for long term disability benefits.

Relationship to Strategic Goals: Goal I.1 Spending taxpayer money efficiently

Recommendation(s): The City of College Station Human Resources Department recommends that the City not exercise Contract Number 09-092 Renewal Option #3 with Standard Insurance Company for long term disability (LTD) coverage, without penalty.

Summary: To continue the City's efforts to maintain cost-effective and affordable group health insurance coverage for City of College Station employees, the Human Resources Department has issued Requests for Proposals for certain coverages. Severing selected benefits from the group package and offering them as voluntary coverages will provide custom-designed benefits plans that meet the specific employee needs. As a result of this new group insurance plan structure, the City has no need to renew the existing contract. A requirement of the contract is that the City provide the vendor notice of the decision not to exercise the renewal option.

Budget & Financial Summary: Funds are available in the FY11 budget in the Benefits Fund to cover group insurance benefits costs.

Attachments: Resolution to approve the contract non-renewal.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE NON-RENEWAL OF A CONTRACT FOR LONG TERM DISABILITY WITH STANDARD INSURANCE COMPANY.

WHEREAS, the City of College Station, Texas, solicited bids for long term disability benefits as part of the employee group health plan.

WHEREAS, Standard Insurance Company was selected as the lowest responsible bidder for the management of the long term disability plan.

WHEREAS, the City will terminate, for convenience, contract no. 09-092, with Standard Insurance Company, as according to the contract; now, therefore,

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

PART 1: That the City Council hereby terminates agreement 09-092 with Standard Insurance Company for convenience and approves a non-renewal of the agreement as according to the group policy terms of the contract.

PART 2: That the City may terminate this Agreement without cause and without penalty by providing Standard Insurance Company with written notice of such termination and termination will be effective on January 1, 2011.

PART 3: That this resolution shall be the City's notice and take effect immediately.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

**September 23, 2010
Consent Agenda Item 2z**

Notice of Contract Termination with CVS Caremark for Prescription Drug Benefits

To: Glenn Brown, City Manager

From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action and discussion approving a resolution to terminate the CVS Caremark Prescription Drug Benefits contract, #08-213, effective January 1, 2011, without cause and without penalty, according to the terms of the contract.

Relationship to Strategic Goals: Goal I.1 Spending taxpayer money efficiently

Recommendation(s): The City of College Station Human Resources Department recommends that the City terminate Contract Number 08-213, without cause and without penalty, with CVS Caremark for prescription drug coverage.

Summary: To continue the City's efforts to maintain cost-effective and affordable group health insurance coverage for City of College Station employees, the Human Resources Department has issued Requests for Proposals for certain coverages, including prescription drug benefits. A requirement of the contract is that the City provide 90 days notice of termination to CVS Caremark.

Budget & Financial Summary: Funds are available in the FY11 budget in the Benefits Fund to cover group insurance benefits costs.

Attachments: Resolution to approve the termination of the agreement with CVS Caremark.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE TERMINATION OF A CONTRACT FOR PRESCRIPTION DRUG BENEFITS WITH CVS CAREMARK.

WHEREAS, the City of College Station, Texas, solicited bids for prescription drug benefits as part of the employee group health plan.

WHEREAS, CVS Caremark was selected as the lowest responsible bidder for the management of the prescription drug plan.

WHEREAS, the City will terminate, for convenience, contract no. 08-213, with CVS Caremark, as according to the contract; now, therefore,

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

PART 1: That the City Council hereby terminates agreement 08-213 with CVS Caremark for convenience as according to Section 4.1 and 4.2(c) of the contract.

PART 2: That the City may terminate this Agreement without cause and without penalty by providing Caremark with ninety (90) days prior written notice of such termination and will terminate the contract on January 1, 2011.

PART 3: That this resolution shall be the City's notice and take effect immediately.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

September 23, 2010
Regular Agenda Item 1
Single-Family Overlay Rezoning for College Hills-Woodlands

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of College Station, Texas, specifically zoning 115.14 acres along Munson Avenue, Marsteller Avenue, Woodland Parkway, Ashburn Avenue, Rose Circle, and Holt Street between Lincoln Avenue and Gilchrist Avenue with Neighborhood Prevailing Overlay

Relationship to Strategic Goals: Goal II. Neighborhood Integrity

Recommendation(s): At their meeting on September 2nd, the Planning and Zoning Commission voted (6-1) to recommend approval of the amendment. Staff recommended approval of the Ordinance amendment.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The current designation of the properties subject to the rezoning request is Neighborhood Conservation. Neighborhood Conservation is a land use designated "for areas that are essentially built-out and are not likely to be the focus of extensive infill development or redevelopment. Further, these areas often were platted before current development regulations were in place often resulting in non-conforming situations. These areas are appropriate for overlays or zoning classifications that provide additional character protection and address non-conforming issues." The proposed request is consistent with the purpose of the Neighborhood Conservation designation.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The immediately adjacent properties are zoned for single-family, and the overlay is compatible with the adjacent properties.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** Properties are all individually platted lots for single-family use, and are suitable for development as such.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The properties are all developed as single-family uses or vacant, making it eligible for a Single-Family Overlay.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** There is no change in use involved in the designation of a Single-Family Overlay. A

Single-Family Overlay does impact future development opportunities on properties which may reduce speculative purchasing with the intent to redevelop properties more densely than currently exists.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** As an existing neighborhood, adequate water, wastewater, stormwater, and transportation facilities exist to support the uses in the overlay.

ADDITIONAL SINGLE FAMILY OVERLAY INFORMATION

1. **Overlay District Boundaries:** The boundary of this overlay includes 164 lots platted as portions of several subdivisions. It includes 10 different block faces. This rezoning exceeds the minimum requirements of the rezoning boundary requirements which requires more than 30 lots or a platted phase of a subdivision.
2. **Neighborhood Meeting Requirements:** The Neighborhood representatives attended a Pre-Application Conference with City Staff on June 24, 2009. A neighborhood meeting was held with City Staff on September 9, 2009 with 30 residents in attendance.
3. **Petition by the Owners:** The College Hills Woodlands Neighborhood Association presented a petition signed by 53% of the owners in the neighborhood (82 of 158 owners). 54% of the number of properties was signed for, representing 46% of the land area within the boundary of the rezoning. The signatures were verified by City Staff with information from the Brazos County Appraisal District and the Brazos County property records.
4. **District Requirements:** New construction, redevelopment, or additions to any structure within the Neighborhood Prevailing Overlay must develop according to the median pattern of development for the following standards:
 - Minimum front setback
 - Maximum front setback
 - Minimum side street setback
 - Minimum lot size
 - Building height
 - Maximum lot coverage

The following item also applies based on the most frequent pattern of placement:

- Garage location and orientation

Landscaping is also included in the overlay and provides standards for the preservation, protection, and replacement of existing mature trees.

Budget & Financial Summary:

Attachments:

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



ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 23rd day of September, 2010

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

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

The following property is rezoned to apply a NPO, Neighborhood Prevailing Overlay Zone as provided in the Unified Development Ordinance, Article 5, Section 5.9, and shown graphically in Exhibit "B":

- Lot 1R, Woodland Estates Subdivision
- Lot 2, Woodland Estates Subdivision
- Lots 1-23, Block 1, Sweet Briar Subdivision
- Lots 1-16, Block 2, Sweet Briar Subdivision
- Lots 1-15, Holt Subdivision
- Lot 11, Woodland Estates Subdivision
- Lots 12, 12A, 12B, 12C – Woodland Estates Subdivision
- Lot 13A – Woodland Estates Subdivision
- Lots 14R and 15R, Block 2, University Preserve Subdivision
- Lots 1-25, College Hills Woodlands Subdivision
- Lots 26R, Baker Subdivision
- Lots 27-38, College Hills Woodlands Subdivision
- Lots 39R, and 40R of the Baker Subdivision
- Lots 41-48, College Hills Woodlands Subdivision
- Lots 50B-54, College Hills Woodlands Subdivision
- Lots 56-82A, College Hills Woodlands Subdivision
- Lots 1, 1B, 2-26, Woodland Acres Subdivision

September 23, 2010
Regular Agenda Item 2
406 Boyett Street and 407 Second Street – Right-of-Way Abandonment

To: Glenn Brown, City Manager

From: Bob Cowell, Director of Planning and Development Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 152 square foot portion of right-of-way located at 406 Boyett Street and a 207 square foot portion of right-of-way located at 407 Second Street. The subject portions of right-of-way are located on Lot 4 and Lot 5, respectively, of Block 20 within the W.C. Boyett Estate Subdivision according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas.

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

Summary: This right-of-way abandonment accommodates future development of the subject tracts. There are no public or private utilities in the subject portions of right-of-way to be abandoned.

The 152 square foot and 207 square foot portions of right-of-way to be abandoned are located on Lot 4 and Lot 5, respectively, of Block 20 within the W.C. Boyett Estate Subdivision according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas.

Budget & Financial Summary: N/A

Attachments:

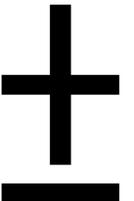
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file with the City Secretary)

Vicinity Map

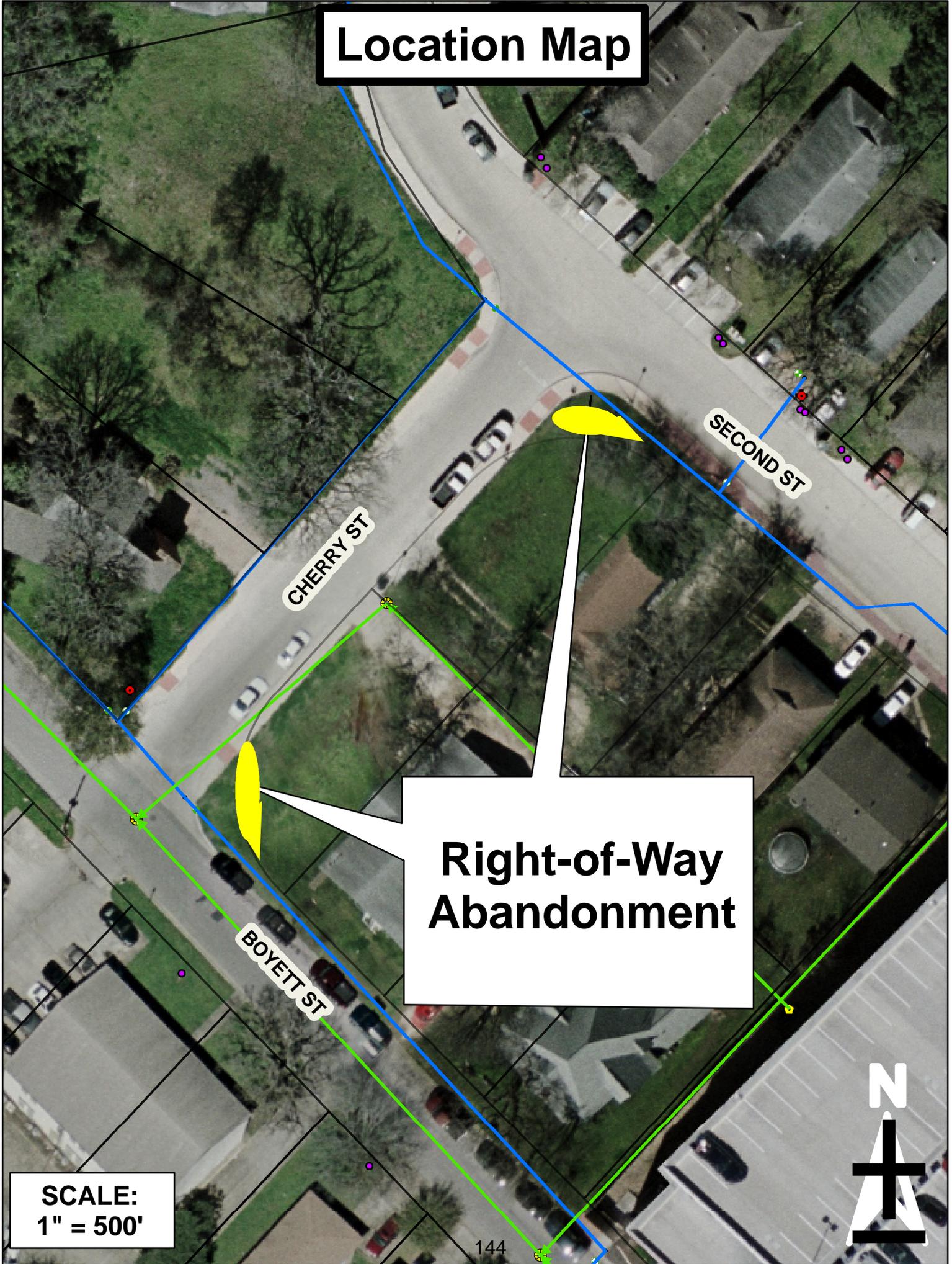
Site Location



SCALE:
1" = 3,000'



Location Map



**Right-of-Way
Abandonment**

**SCALE:
1" = 500'**



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 152 SQUARE FOOT PORTION OF RIGHT-OF-WAY AND A 207 SQUARE FOOT PORTION OF RIGHT-OF-WAY LYING WITHIN LOT 4 AND LOT 5, RESPECTIVELY, OF BLOCK 20 OF THE W.C. BOYETT ESTATE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of the 152 square foot and 207 square foot portions of right-of-way, said portions lying within Lot 4 and Lot 5, respectively, of Block 20, of W.C. Boyett Estate Subdivision, according to the plat recorded in Volume 100, Page 440, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

WHEREAS, in order for the Right-of-Way to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Right-of-Way described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Right-of-Way.
3. There is no anticipated future public need or use for the Right-of-Way.
4. Abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers.

PART 2: That the Right-of-Way as described in Exhibit "A" be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Carla A Robinson

City Attorney

**FIELD NOTES
359 SQUARE FEET
OUT OF THE
W. C. BOYETT ESTATE
PARTITION MAP
VOLUME 100, PAGE 440
J. E. SCOTT LEAGUE, A-50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
AUGUST 10, 2010**

All that certain lot, tract or parcel of land being 359 square feet situated in the J. E. SCOTT LEAGUE, Abstract No. 50, Brazos County, Texas, and being a part of Cherry Street, Second Street, and Boyett Street Rights-of-Way, according to the W. C. Boyett Estate Partition Map of record in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, said 359 square feet being more particularly described by metes and bounds in tracts as follows:

Tract One: 152 Square Feet

BEGINNING at a ½" Iron Pipe found in the northeast right-of-line of Boyett Street for the most southerly corner, said corner being the most southerly corner of Lot 4, Block 20 and the most westerly corner of Lot 3, Block 20 of said W. C. Boyett Partition Map;
THENCE N 43 ° 50 ' 26 " W, a distance of 18.29 feet to a ½" Iron Rod with Cap set for the beginning of a curve;
THENCE along said curve in a clockwise direction having an arc length of 36.01 feet, a radius of 25.00 feet, a chord bearing of N 02 ° 34 ' 18 " W, a chord length of 32.98 feet, and a delta angle of 82 ° 32 ' 17 " , to a ½" Iron Rod with Cap set for the most northerly corner, said corner being located in the northwest line of the remainder of said Lot 4, Block 20, and also being located in the existing easterly right-of-way line of Cherry Street, a ½" Iron Rod with Cap set for the end of said curve bears N 40 ° 13 ' 51 " E a distance of 1.34 feet;
THENCE along a curve in the northwest line of said Lot 4, Block 20 and the easterly rights-of-way of said Cherry Street and Boyett Street, respectively, in a counterclockwise direction having an arc length of 50.06 feet, a radius of 53.52 feet, a chord bearing of S 17 ° 02 ' 44 " E, a chord length of 48.25 feet, and a delta angle of 53 ° 35 ' 30 " , to the **PLACE OF BEGINNING AND CONTAINING AN AREA OF 152 SQUARE FEET OF LAND IN TRACT ONE.**

Tract Two: 207 Square Feet

BEGINNING at a calculated point in the southeast right-of-way line of Cherry Street for the most westerly corner, said corner being located in the northwest line of the remainder of Lot 5, Block 20 of said W. C. Boyett Estate Partition Map, a ½" Iron Rod with Cap set for the most westerly corner of the remainder of said Lot 5 bears S 41 ° 45 ' 52 " W a distance of 70.81 feet;
THENCE N 41 ° 45 ' 52 " E, a distance of 2.61 feet to a ½" Iron Rod with Cap set for the beginning of a curve;
THENCE along said curve in a clockwise direction having an arc length of 38.68 feet, a radius of 25.00 feet, a chord bearing of N 86 ° 05 ' 29 " E, a chord length of 34.94 feet, and a delta angle of 88 ° 39 ' 13 " , to a ½" Iron Rod with Cap set for the end of said curve;
THENCE S 49 ° 34 ' 55 " E, a distance of 19.25 feet to a ½" Iron Rod with Cap set for the most easterly corner, said corner being the most easterly corner of said Lot 5, Block 20 and being the most northerly corner of Lot 6, Block 20 of said W. C. Boyett Partition Map;
THENCE along a curve with the existing right-of-way line of Second Street and the northeast line of said Lot 5, Block 20 in a counterclockwise direction having an arc length of 54.58 feet, a

radius of 49.83 feet, a chord bearing of N 80 ° 57 ' 54 " W, a chord length of 51.90 feet, a delta angle of 62 ° 45 ' 58 " , to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 207 SQUARE FEET OF LAND IN TRACT TWO. BOTH TRACTS CONTAINING A COMBINED AREA OF 359 SQUARE FEET OF LAND, MORE OR LESS, according to a survey performed April 1, 2009 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For north orientation and other information, see accompanying plat.

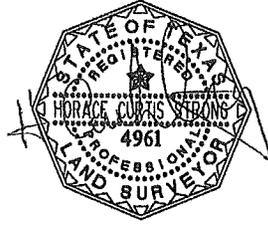


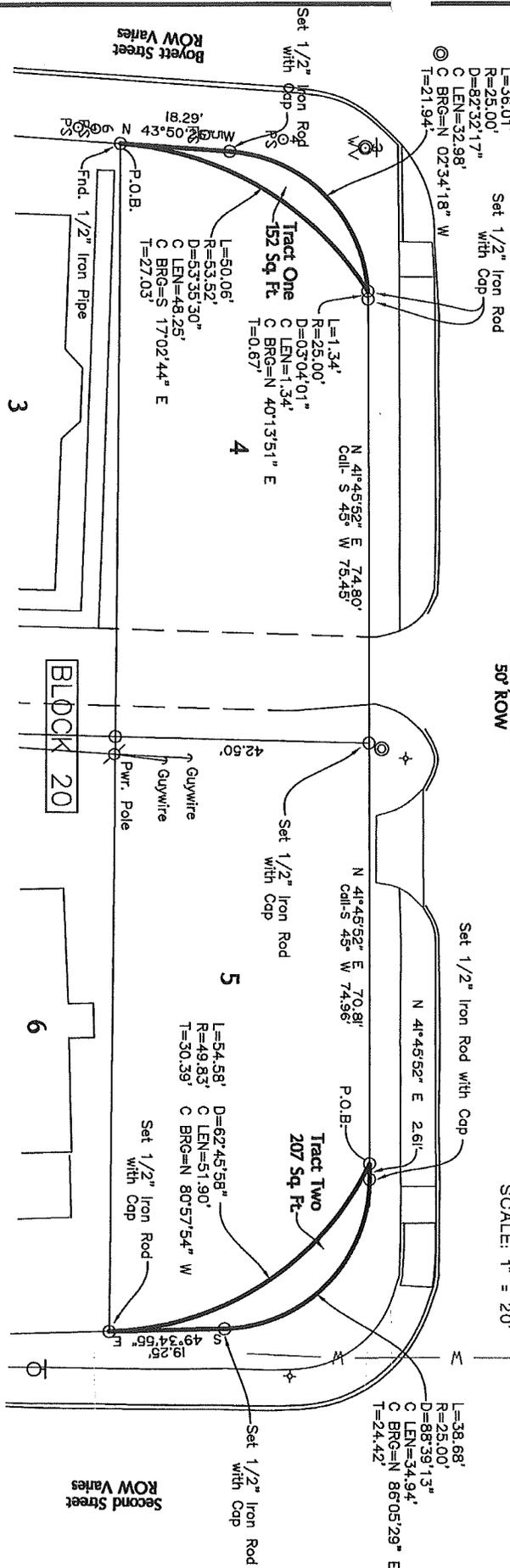
EXHIBIT A

STRONG SURVEYING
 7722 Broadnour, Suite 105
 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096
 email: curts@strongsurveying.com

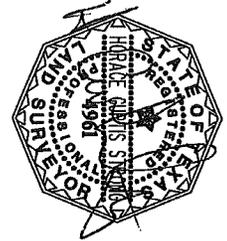
North orientation is based on rotating the southeast line of Cherry Street to Grid North based on City of Bryan GPS Control Monuments 88 and 89. Iron rods will be set once the abandonment process has been approved by the City of College Station.

Cherry Street
 50' ROW

SCALE: 1" = 20'



I, H. CURTIS STRONG, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4961, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



359 SQUARE FEET
 OUT OF THE
 W. C. BOYETT ESTATE
 PARTITION MAP
 VOLUME 100, PAGE 440
 J. E. SCOTT LEAGUE, A - 50
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 AUGUST 10, 2010

EXHIBIT A

**FIELD NOTES
359 SQUARE FEET
OUT OF THE
W. C. BOYETT ESTATE
PARTITION MAP
VOLUME 100, PAGE 440
J. E. SCOTT LEAGUE, A-50
COLLEGE STATION, BRAZOS COUNTY, TEXAS
AUGUST 10, 2010**

All that certain lot, tract or parcel of land being 359 square feet situated in the J. E. SCOTT LEAGUE, Abstract No. 50, Brazos County, Texas, and being a part of Cherry Street, Second Street, and Boyett Street Rights-of-Way, according to the W. C. Boyett Estate Partition Map of record in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, said 359 square feet being more particularly described by metes and bounds in tracts as follows:

Tract One: 152 Square Feet

BEGINNING at a ½" Iron Pipe found in the northeast right-of-line of Boyett Street for the most southerly corner, said corner being the most southerly corner of Lot 4, Block 20 and the most westerly corner of Lot 3, Block 20 of said W. C. Boyett Partition Map;

THENCE N 43 ° 50 ' 26 " W, a distance of 18.29 feet to a ½" Iron Rod with Cap set for the beginning of a curve;

THENCE along said curve in a clockwise direction having an arc length of 36.01 feet, a radius of 25.00 feet, a chord bearing of N 02 ° 34 ' 18 " W, a chord length of 32.98 feet, and a delta angle of 82 ° 32 ' 17 " , to a ½" Iron Rod with Cap set for the most northerly corner, said corner being located in the northwest line of the remainder of said Lot 4, Block 20, and also being located in the existing easterly right-of-way line of Cherry Street, a ½" Iron Rod with Cap set for the end of said curve bears N 40 ° 13 ' 51 " E a distance of 1.34 feet;

THENCE along a curve in the northwest line of said Lot 4, Block 20 and the easterly rights-of-way of said Cherry Street and Boyett Street, respectively, in a counterclockwise direction having an arc length of 50.06 feet, a radius of 53.52 feet, a chord bearing of S 17 ° 02 ' 44 " E, a chord length of 48.25 feet, and a delta angle of 53 ° 35 ' 30 " , to the **PLACE OF BEGINNING AND CONTAINING AN AREA OF 152 SQUARE FEET OF LAND IN TRACT ONE.**

Tract Two: 207 Square Feet

BEGINNING at a calculated point in the southeast right-of-way line of Cherry Street for the most westerly corner, said corner being located in the northwest line of the remainder of Lot 5, Block 20 of said W. C. Boyett Estate Partition Map, a ½" Iron Rod with Cap set for the most westerly corner of the remainder of said Lot 5 bears S 41 ° 45 ' 52 " W a distance of 70.81 feet;

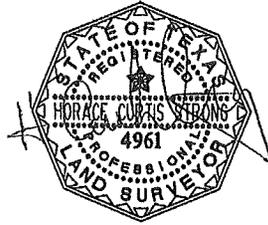
THENCE N 41 ° 45 ' 52 " E, a distance of 2.61 feet to a ½" Iron Rod with Cap set for the beginning of a curve;

THENCE along said curve in a clockwise direction having an arc length of 38.68 feet, a radius of 25.00 feet, a chord bearing of N 86 ° 05 ' 29 " E, a chord length of 34.94 feet, and a delta angle of 88 ° 39 ' 13 " , to a ½" Iron Rod with Cap set for the end of said curve;

THENCE S 49 ° 34 ' 55 " E, a distance of 19.25 feet to a ½" Iron Rod with Cap set for the most easterly corner, said corner being the most easterly corner of said Lot 5, Block 20 and being the most northerly corner of Lot 6, Block 20 of said W. C. Boyett Partition Map;

THENCE along a curve with the existing right-of-way line of Second Street and the northeast line of said Lot 5, Block 20 in a counterclockwise direction having an arc length of 54.58 feet, a

radius of 49.83 feet, a chord bearing of N 80 ° 57 ' 54 " W, a chord length of 51.90 feet, a delta angle of 62 ° 45 ' 58 " , to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 207 SQUARE FEET OF LAND IN TRACT TWO. BOTH TRACTS CONTAINING A COMBINED AREA OF 359 SQUARE FEET OF LAND, MORE OR LESS, according to a survey performed April 1, 2009 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For north orientation and other information, see accompanying plat.

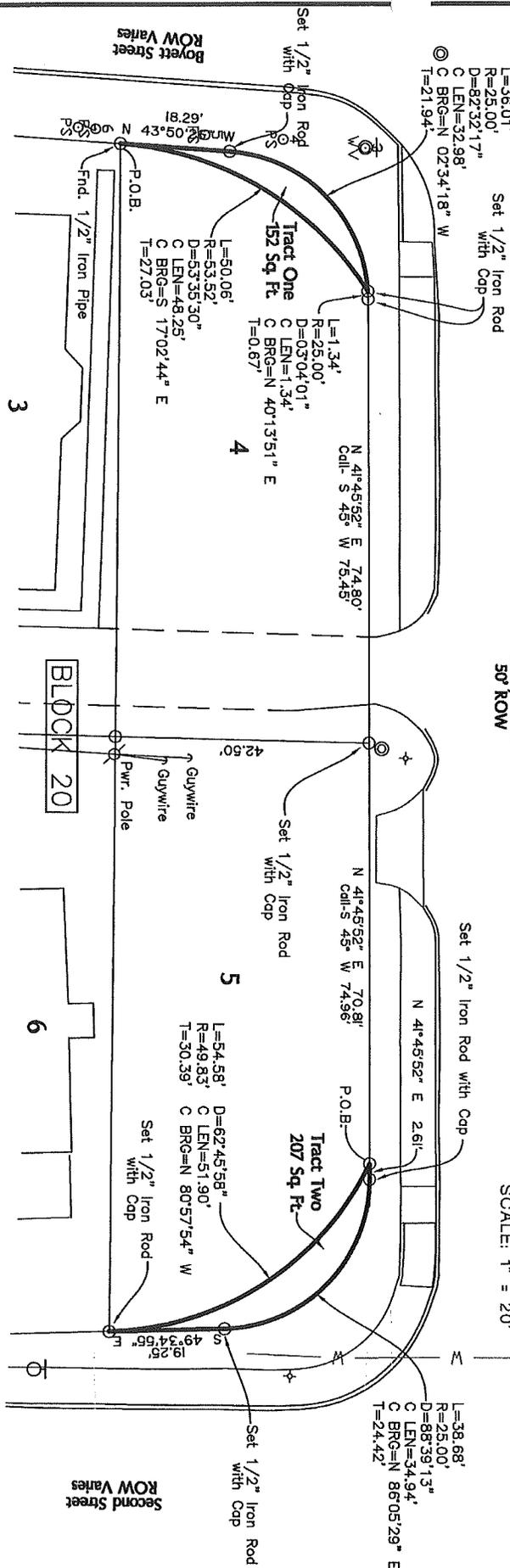


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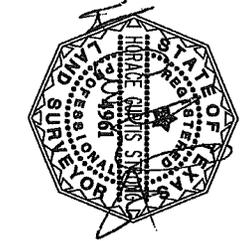
North orientation is based on rotating the southeast line of Cherry Street to Grid North based on City of Bryan GPS Control Monuments 88 and 89. Iron rods will be set once the abandonment process has been approved by the City of College Station.

Cherry Street
 50' ROW

SCALE: 1" = 20'



I, H. CURTIS STRONG, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4961, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



359 SQUARE FEET
 OUT OF THE
 W. C. BOYETT ESTATE
 PARTITION MAP
 VOLUME 100, PAGE 440
 J. E. SCOTT LEAGUE, A - 50
 COLLEGE STATION, BRAZOS COUNTY, TEXAS
 AUGUST 10, 2010

**September 23, 2010
Regular Agenda Item 3
Water Utility Rate Increases**

To: Glenn Brown, City Manager

From: Dave Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for water service and wastewater service.

Relationship to Strategic Goals: Financially sustainable city providing response to core services and infrastructure.

Recommendation: Staff recommends approval of the ordinance.

Summary: The attached ordinance implements the water and sewer rates discussed with Council at the August 18, 2010 Budget Workshop, and will generate the revenue required for the FY-11 Budget that was adopted by City Council on September 13, 2010. The proposed rates will increase the Service Charges and Usage Charges as follows:

1. Water Service Fees: 2% increase (amount varies by meter size)

2. Residential Water: <u>Usage</u>	<u>Old Rate</u>	<u>New Rate</u>
0-10,000	\$2.22	\$2.26
11-15,000	\$2.88	\$2.94
16-20,000	\$3.54	\$3.61
21-25,000	\$4.20	\$4.28
26,000 and up	\$4.86	\$4.96

3. Commercial Water: 2% increase (from \$2.44 to \$2.49 per 1,000)

4. Commercial Irrigation: 10% increase (from \$2.44 to \$2.68 per 1,000)

5. Sewer Service Fees and Volume Rates: 3% increase (amount varies)

This rate increase is required to keep up with the increased cost of operating the water and wastewater systems. In addition to general inflation, operating costs have risen due to increased electrical costs.

The conservation rate for commercial irrigation systems is required to promote water conservation. The Simsboro aquifer has reached its maximum permitted annual withdrawal limit, and conservation is essential to keep future demands within our permit limits.

Budget & Financial Summary: The proposed rate increases are estimated to generate approximately \$13.1 million in water and \$11.9 million in sewer revenues. This increase is needed to continue meeting financial policies and bond covenants.

Attachment:
Ordinance

ORDINANCE NO. _____

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

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

PART 1: That Chapter 11, "Utilities" Sections 2(D)(2) of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: These rates are effective October 1, 2010.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

Ordinance number _____

EXHIBIT "A"

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

D. WATER AND SEWER RATES, USAGE CHARGES AND FEES

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

(a) Service Charge:

Meter Size	Service Charge
5/8 inch	\$10.19 per month
¾ inch	\$10.19 per month
1 inch	\$12.78 per month
1.5 inch	\$19.03 per month
2 inch	\$30.05 per month
3 inch	\$94.84 per month
4 inch	\$140.90 per month
6 inch	\$171.53 per month

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

\$2.26 per 1,000 gallons for usage from 0 - 10,000 gallons
\$2.94 per 1,000 gallons for usage from 11,000 - 15,000 gallons
\$3.61 per 1,000 gallons for usage from 16,000 – 20,000 gallons
\$4.28 per 1,000 gallons for usage from 21,000 – 25,000 gallons
\$4.96 per 1,000 gallons for usage of 26,000 gallons and more

(c) Commercial Usage Charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:

\$2.49 per 1,000 gallons

(d) Commercial Irrigation Usage Charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:

\$2.68 per 1,000 gallons

(3) Rates for Sewerage Service

(a) For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit:

Service Charge: \$17.04 for first 4,000 gallons of water metered

Usage Charge: \$3.41 per 1,000 gallons of water usage for the next 6,000 gallons of water metered.

Maximum Billing: \$37.50 cap for metered water is 10,000 gallons

(b) For customers using sewerage service for household purposes, multi-family residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit:

Monthly Charge per Household Unit: \$21.67

(c) For customers using sewerage service for household purposes, multi-family residences with more than 50 units without kitchen facilities in each unit

Monthly Charge per Household Unit: \$13.52

(d) For customers using sewerage service for household purposes, multi-family residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as but not limited to Fraternity houses, Sorority houses, Boarding houses and Privately Owned Student Dorms:

Service Charge: \$14.61 per month

Usage Charge: \$3.41 per 1,000 gallons of water usage.

(e) For customers using sewerage service for commercial and/or industrial business establishments:

Service Charge: \$14.61 per month

Usage Charge: \$4.06 per 1,000 gallons of water usage.

(f) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in Subsection (a) herein for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following:

9,001 - 10,000 > gallons per month \$37.49

7,001 - 9,000 gallons per month \$30.67

5,001 - 7,000 gallons per month \$23.85

0 - 5,000 gallons per month \$17.04

(g) For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City):

Monthly Charge per Residential Unit: \$41.20

(h) Subject to available capacity under present City demand requirements, present system capability, anticipated demand requirements, and anticipated system capability, the City Council may enter into contracts for the sale of sanitary sewer service to wholesale customers outside the City's corporate limits.

(i) All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay 1.15 times the amounts set forth above.

**September 23, 2010
Regular Agenda Item 4
Electric Rate Ordinance**

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service" of the Code of Ordinances of the City of College Station, Texas having the effect of raising revenues for electric services approximately six percent (6%).

Recommendation(s): Staff recommends approval of the ordinance. The approved budget assumes this rate increase is adopted.

Summary: The attached ordinance authorizes the implementation of a rate increase to raise revenues by approximately six percent (6%).

This rate increase is necessary to cover increased costs due to wholesale power, system expansion projects, and Electric Reliability Council of Texas (ERCOT) administrative fees. This will also allow payment of required transfers to the City general fund.

Budget & Financial Summary: The proposed rates will increase revenues by approximately six percent (6%) and are needed to continue to meet financial policies and bond covenants.

Attachments:

1. Electric Rate Ordinance

ORDINANCE NO. _____

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

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

PART 1: That Chapter 11, "Utilities" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: This amendment is effective October 1, 2010.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2010.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Carla A Robinson

City Attorney

EXHIBIT "A"

That Chapter 11, "Utilities", Section 4, "Electrical Service", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsections A(2) through A(7) to read as follows:

A. ELECTRIC SCHEDULE OF RATES

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

"(2) Electric Rate - Schedule R (Residential Customers)

- (a) Applicable to residential customers for all domestic usage where all energy is taken through a single meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single phase, 120/240 volts.
- (c) Rate:
 - Service Charge: \$7.00 per month, plus
 - Energy Charge: \$0.1181 per kWh for all kWh,
 - except
 - \$0.1134 per kWh for all kWh in the
 - billing months of November through April.
- (d) Residential units where served under one (1) master meter shall be billed under Rate Schedule R-1.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) Automatic-Leave-On-Service - Customers who qualify for automatic-leave-on service will be billed at the above rate except the monthly service charge will be deleted. Customers will be required to contract with the City for this service provision.
- (g) Electric Rider: Wind Watts Wind Energy Rider
 - (I) Availability. This optional service shall be available to all Residential (excluding Master Metered) customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.
 - (II) Application. Eligible customers may select service under this rider at three levels of participation:

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

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

- a. 10%: \$0.0020/kWh
- b. 50%: \$0.0100/kWh
- c. 100%: \$0.0200/kWh

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

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

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

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

Energy Charge: \$0.1181 per kWh for all kWh,
 except
 \$0.1134 per kWh for all kWh in the billing
 months of November through April.

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

Service Charge: \$100.00 per month per master meter

- (d) Transmission Delivery Adjustment - The monthly charge under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (e) Submetering - Where electric service is submetered, the words "residential unit" in the above rate and minimum bill clauses shall be replaced with the word "submeter".

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

www.puc.state.us.tx/rules/subrules/electric/25.142/25.142.doc.

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

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

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

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

(f) Electric Rider: Wind Watts Wind Energy Rider

(I) Availability. This optional service shall be available to all Commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

(II) Application. Eligible customers may select service under this rider at three levels of participation:

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

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

- a. 10%: \$0.0020/kWh
- b. 50%: \$0.0100/kWh
- c. 100%: \$0.0200/kWh

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

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

(b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available

at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.

- (c) Rate:
- | | |
|-----------------|---|
| Service Charge: | \$9.00 per month, plus |
| Energy Charge: | \$0.1358 per kWh for the first 1000 kWh;
\$0.1038 per kWh for all kWh over 1000. |
- (d) Billing Demand - Demand meters may be installed on all such customers if (1) the installed load would indicate that demands over 15 kW would be experienced; or (2) if the monthly energy usage exceeds 5,250 kWh. A customer on this schedule whose metered demand exceeds 15 kW for any billing period shall be billed under Schedule LP-1 for the next twelve-month period beginning with the current month.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) Electric Rider: Wind Watts Wind Energy Rider

(IV) Availability. This optional service shall be available to all Commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

(V) Application. Eligible customers may select service under this rider at three levels of participation:

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

(VI) Rate. Same rate as for Small Commercial customers plus the monthly Wind Watts charge for the appropriate participation level:

- a. 10%: \$0.0020/kWh
- b. 50%: \$0.0100/kWh
- c. 100%: \$0.0200/kWh

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

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

primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.

- (c) Rate:
- Service Charge: \$25.00 per month, plus
Demand Charge: \$10.40 per kW of monthly
billing demand,
plus
Energy Charge: \$0.0736 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
- (i) \$181.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (iii) The minimum monthly charge specified in customer's service contract with the City plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 15 kW, Schedule SC shall apply beginning with the first month succeeding such twelve month period. Likewise, a customer on this schedule whose metered demand exceeds 300 kW for any billing period shall be billed under Schedule LP-2 for the next twelve-month period beginning with the current month.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 to the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates, and maintains all service facilities except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric Off Peak Rider
- This rider is used in lieu of demand fees when the off-peak demand exceeds the on-peak demand.

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

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

Where:

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

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

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

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

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

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

(j) Electric Rider: Wind Watts Wind Energy Rider

- (I) Availability. This optional service shall be available to all Commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.
- (I) Application. Eligible customers may select service under this rider at three levels of participation:
- a. 10% of monthly energy requirements
 - b. 50% of monthly energy requirements
 - c. 100% of monthly energy requirements
- (II) Rate. Same rate as for Medium Commercial customers plus the monthly Wind Watts charge for the appropriate participation level:
- a. 10%: \$0.0020/kWh
 - b. 50%: \$0.0100/kWh
 - c. 100%: \$0.0200/kWh

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

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

- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
 - Service Charge: \$75.00 per month, plus
 - Demand Charge: \$10.40 per kW of monthly billing demand,
 - plus
 - Energy Charge: \$0.0710 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - (I) \$3,195.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (II) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (III) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 300 kW, Schedule LP-1 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric On-Peak/Off-Peak Rider
 - (I) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-2, whose monthly demand is greater than 300 kW, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m.

Under this rider, the demand for billing purposes shall be adjusted to be as follows:

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

On-Peak Demand Charge: \$6.65,
plus
Off-Peak Demand Charge: \$3.75

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

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

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

(j) Electric Rider: Wind Watts Wind Energy Rider

- (I) Availability. This optional service shall be available to all Commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

- (I) Application. Eligible customers may select service under this rider at three levels of participation:
- a. 10% of monthly energy requirements
 - b. 50% of monthly energy requirements
 - c. 100% of monthly energy requirements

- (II) Rate. Same rate as for Large Commercial customers plus the monthly Wind Watts charge for the appropriate participation level:
- a. 10%: \$0.0020/kWh
 - b. 50%: \$0.0100/kWh
 - c. 100%: \$0.0200/kWh

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

- (a) Applicable to all industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is greater than 1500 kW. Service will be furnished subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480, 2400/4160, 7200/12,470 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.

- (c) Rate:
- Service Charge: \$250.00 per month, plus
Demand Charge: \$9.85 per kW of monthly billing demand,
plus
Energy Charge: \$0.0689 per kWh for all kWh
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest of the following charges:
- (I) \$15,034.85 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (II) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (III) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve-month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under the schedule continues for a period of twelve consecutive months without a metered demand in excess of 1500 kW, Schedule LP-2 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric On-Peak/Off-Peak Rider
- (I) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-3, whose monthly demand is 300 kW or greater, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:
- (II) Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:
- | | |
|-------------------------|--------------|
| On-Peak Demand Charge: | \$6.30, plus |
| Off-Peak Demand Charge: | \$3.55 |

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

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

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

(j) Electric Rider: Wind Watts Wind Energy Rider

(I) Availability. This optional service shall be available to all Industrial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

(II) Application. Eligible customers may select service under this rider at three levels of participation:

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

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

- a. 10%: \$0.0020/kWh
- b. 50%: \$0.0100/kWh
- c. 100%: \$0.0200/kWh

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

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

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

(c) Rates per month per light:

i)	100 Watt	\$11.25
ii)	200 Watt	\$16.50
iii)	400 Watt	\$33.00

September 23, 2010
Regular Agenda Item 5
2010 Atmos Rate Review Mechanism Increase

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion regarding an ordinance approving an increase in rates for Atmos Energy pursuant to the Rate Review Mechanism tariff approved in 2008.

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

Summary: The City of College Station, along with 148 other cities served by Atmos Energy Mid-Tex Division ("Atmos" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On March 15, 2010, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff approved by the City as part of the settlement of the Atmos Mid-Tex 2007 Statement of Intent to increase rates.

The Atmos Mid-Tex RRM filing sought a \$70.2 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached RRM tariff are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of ACSC's RRM filing. The Ordinance resolves the Company's RRM filing by authorizing an increase in the Company's base rate of \$27 million effective for bills rendered on or after October 1, 2010. Additionally, the Ordinance authorizes supplemental revenue of \$3.4 million to be recovered through the customer charge component of rates to cover direct costs associated with a steel service line replacement program.

The RRM tariff was approved by cities as part of the settlement agreement to resolve Atmos' 2007 rate increase case. Atmos' rate request represents the third filing pursuant to the three-year trial project known as the RRM process. The RRM process was created collaboratively by the Steering Committee and Atmos as an alternative to the GRIP surcharge process. ACSC opposed GRIP because it constituted piecemeal ratemaking, did not allow any reasonableness review, and did not allow participation by cities or recovery of cities' rate case expenses. The RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings during the three-year trial period specified by the tariff.

Budget & Financial Summary: The monthly bill impact for the average residential customer will be a \$1.40 increase (about a 3.15% increase in the total bill).

Attachments:

1. Ordinance
2. Model Staff Report
(Tariffs "Attachment A", Proof of Revenue "Attachment B", Settlement Agreement "Attachment C" are on file in the City Secretary's Office)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC” OR “STEERING COMMITTEE”) AND ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) REGARDING THE COMPANY’S THIRD RATE REVIEW MECHANISM (“RRM”) FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS MID-TEX’S PROOF OF REVENUES; EXTENDING THE RRM PROCESS FOR TWO CYCLES AND ADOPTING A NEW RRM TARIFF; RATIFYING THE SETTLEMENT AGREEMENT, INCLUDING COST RECOVERY FOR A STEEL SERVICE LINE REPLACEMENT PROGRAM; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”), a coalition of approximately 148 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area (such participating cities are referred to herein as “ACSC Cities”); and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process controlled in a three year experiment by ACSC Cities as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company’s 2007 rate case and authorizing the RRM Tariff; and

WHEREAS, the 2008 Settlement Agreement contemplates reimbursement of ACSC Cities’ reasonable expenses associated with RRM applications; and

WHEREAS, on or about March 15, 2010, Atmos Mid-Tex filed with the City its third application pursuant to the RRM tariff to increase natural gas base rates by approximately \$70.2 million, such increase to be effective in every municipality that has adopted the RRM tariff within its Mid-Tex Division; and

WHEREAS, ACSC Cities coordinated its review of Atmos Mid-Tex's RRM filing by designating a Settlement Committee made up of ACSC representatives, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by ACSC's rate expert concluded that Atmos Mid-Tex is able to justify an increase over current rates of \$21 million; and

WHEREAS, Atmos Mid-Tex has commenced a program to replace steel service lines based on a relative leak repair risk analysis; and

WHEREAS, the Steering Committee has entered a Settlement Agreement ("Attachment C" to this Ordinance) with Atmos Mid-Tex to: (1) increase base rate revenues by \$27 million; (2) extend the RRM process, with modifications for an additional two cycles and to thereafter require the filing of a system-wide Statement of Intent rate case on or before June 1, 2013; and (3) in the interim to allow current recovery of incremental direct costs of the steel service line replacement program in rates set via this ordinance and in future RRM; and

WHEREAS, the ACSC Executive Committee, as well as ACSC lawyers and consultants, recommend that ACSC members approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenue requirement by \$27 million; and

WHEREAS, the attached tariffs implementing new rates and Atmos Mid-Tex's Proof of Revenues ("Attachment B" to this Ordinance) are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's Third RRM filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and

WHEREAS, the negotiated resolution of the Company's RRM filing and the resulting rates are, as a whole, in the public interest.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs and Atmos Mid-Tex's Proof of Revenues, which are attached hereto and incorporated herein as Attachments A and B, are just and reasonable and are hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's rate application.

Section 4. That the Settlement Agreement, attached as Attachment C, which includes in addition to resolution of the Third RRM: (1) extension of a modified RRM process; (2) requirement that Atmos Mid-Tex file a system-wide Statement of Intent rate case on or before June 1, 2013; and (3) current recovery of incremental direct costs for a steel service line replacement program, is hereby ratified.

Section 5. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 6. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 8. That if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's Third RRM filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

Section 9. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for bills rendered on or after October 1, 2010.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 23rd day of September, 2010.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Henry Cayel

City Attorney

MODEL STAFF REPORT

The City, along with approximately 148 other cities served by Atmos Energy Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”). On or about March 15, 2010, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (“RRM”) tariff approved by the City as part of the settlement of the Atmos Mid-Tex 2007 Statement of Intent to increase rates. This is the third RRM filing under a three year experimental program.

The Atmos Mid-Tex RRM filing sought a \$70.2 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate and RRM tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of ACSC’s RRM filing. The Ordinance resolves the Company’s RRM filing by authorizing an increase in the Company’s base rate of \$27 million effective for bills rendered on or after October 1, 2010. Additionally, the Ordinance authorizes supplemental revenue of \$3.4 million to be recovered through the customer charge component of rates to cover direct costs associated with a steel service line replacement program. The monthly bill impact for the average residential customer will be a \$1.40 increase (about a 3.15% increase in the total bill).

The ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Ordinance implementing the rate change.

RRM Background:

The RRM tariff was approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. Atmos Mid-Tex’s current action represents the third filing pursuant to the three-year trial project known as the RRM process. The RRM process was created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively authorized GRIP surcharge process. ACSC opposed GRIP because it constituted piecemeal ratemaking, did not allow any reasonableness review, and did not allow participation by cities or recovery of cities’ rate case expenses. The RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings during the three-year trial period specified by the tariff.

There are two components to the current RRM adjustment. The prospective component adjusts rates for known and measurable changes in operations and maintenance (“O&M”) expense and net plant investment. Atmos Mid-Tex and ACSC agreed to cap changes to expenses and invested capital at no more than five percent per year. The true-up component evaluates whether the Company has over or underrecovered its earnings for the previous year. For purposes of the RRM true-up component, the Atmos Mid-Tex rate of return on equity and its capital structure are frozen to avoid the parent company from manipulating the overall rate of return. Costs expressly prohibited from recovery through the RRM include first-class air fare, travel, meals or entertainment for an employee’s spouse, alcohol, sports events, entertainment,

arts and cultural events, sponsorship of sports, arts or cultural events, and social club membership dues.

Purpose of the Ordinance:

Rates cannot change and the Settlement Agreement with Atmos Mid-Tex cannot be implemented without passage of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Ordinance is to approve rate tariffs (“Attachment A”) and Proof of Revenues (“Attachment B”) that reflect the negotiated rate change pursuant to the RRM process and to ratify a Settlement Agreement recommended by the ACSC Settlement Committee and Executive Committee.

As a result of the negotiations, ACSC was able to reduce the Company’s requested \$70.2 million RRM increase to \$27 million. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex’s revenues effective October 1, 2010.

The Settlement Agreement (“Attachment C”) to be ratified by the Ordinance authorizes an extension of the RRM process, in modified form to eliminate the true-up component, for an additional two annual filings. The Settlement Agreement also addresses the Atmos Mid-Tex steel service line replacement program and authorizes current cost recovery via an adder to residential and commercial customer charges.

Reasons Justifying Approval of the Negotiated Resolution:

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of ACSC cities have investigated the support for the Company’s requested rate increase. While the evidence does not support the \$70.2 million increase requested by the Company, ACSC consultants agree that the Company can justify an increase in revenues of \$21 million. The agreement on \$27 million is a compromise between the positions of the parties.

The Settlement Agreement includes an allowance for recovery of direct costs, excluding overheads, of the steel service line replacement program. Current year recovery factors shall be \$00.15 for residential customers and \$00.41 for commercial customers per month. The rates will be adjusted annually, but shall be capped at \$00.44 cents for residential customers and \$1.22 for commercial customers.

The alternative to a settlement of the RRM filing would be a contested case proceeding before the Railroad Commission on the Company’s current application, would take several months and cost ratepayers millions of dollars in rate case expenses, and would not likely produce a result more favorable than that to be produced by the settlement. The ACSC Executive Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

Steel Service Line Replacement:

Under pressure from the Railroad Commission to establish a comprehensive program to replace service lines that contain steel which is subject to corrosion and leaks, ACSC has worked with Atmos Mid-Tex to establish a risk based approach to steel service line replacement that accomplishes the following goals:

1. Replace all service lines throughout the Mid-Tex Region with the highest degree of risk within two years;
2. Coordination between ACSC city members and Atmos Mid-Tex to minimize disruption of rights of way without compromising safety;
3. To minimize and spread the rate impact on customers of the replacement program, the service lines with little relative risk of leaks should be replaced over a 10-year period; and
4. Current recovery of incremental (above and beyond normal maintenance and repair addressed in RRM proceedings) direct (excluding Atmos Mid-Tex overheads) cost of service line replacement should be permitted as an adder to customer charges.

Fulfillment of these goals in this case will lead to \$00.15 and \$00.41 added to residential and commercial customer charges, respectively. The customer charge assessment may not exceed \$00.44 and \$1.22 for residential and commercial customers, respectively, prior to the entry of a Final Order in the next system-wide Statement of Intent rate proceeding.

Pursuant to the Settlement Agreement, 100,000 steel service lines will be replaced prior to September 30, 2012.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the Ordinance.
2. This section adopts the attached tariffs ("Attachment A") and the Company's Proof of Revenues ("Attachment B") in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs being revised are attached to the Ordinance. Existing tariffs not being changed in any way are not attached to the Ordinance.
3. This section requires the Company to reimburse ACSC for reasonable rate making costs associated with reviewing and processing the RRM application.
4. This section ratifies the Settlement Agreement ("Attachment C") between ACSC and Atmos Mid-Tex.
5. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.

6. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

7. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

8. This section is a “Most Favored Nations” clause, which protects the City by mandating that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company’s RRM filing would be more beneficial to the City than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

9. This section provides for an effective date upon passage.

10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

September 23, 2010
Regular Agenda Item 6
Fire Station No. 6 Construction Manager at Risk Contract

To: Glenn Brown, City Manager

From: Chuck Gilman, P.E., Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on a Construction Manager at Risk (CMAR) contract with Bartlett Cocke, L.P. for the Fire Station No. 6 project for a not to exceed amount of \$6,000,000.00.

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

Recommendation(s): Staff recommends approval of the CMAR contract with Bartlett Cocke, L.P. for a not to exceed amount of \$6,000,000.00.

Summary: The design of Fire Station No. 6 is approximately 30% complete. It is now time to add the CMAR to the project team. As the CMAR, Bartlett Cocke, L.P. will provide assistance to the City of College Station and the architect with the design of the improvements, selection of building systems, cost estimating, value engineering, and scheduling during the pre-construction phase enabling the City of College Station to construct the Fire Station No. 6 project. Bartlett Cocke, L.P. will function as the General Contractor and will be responsible for the construction of Fire Station No. 6 for a Guaranteed Maximum Price (GMP) that is within the \$6,000,000.00 construction budget.

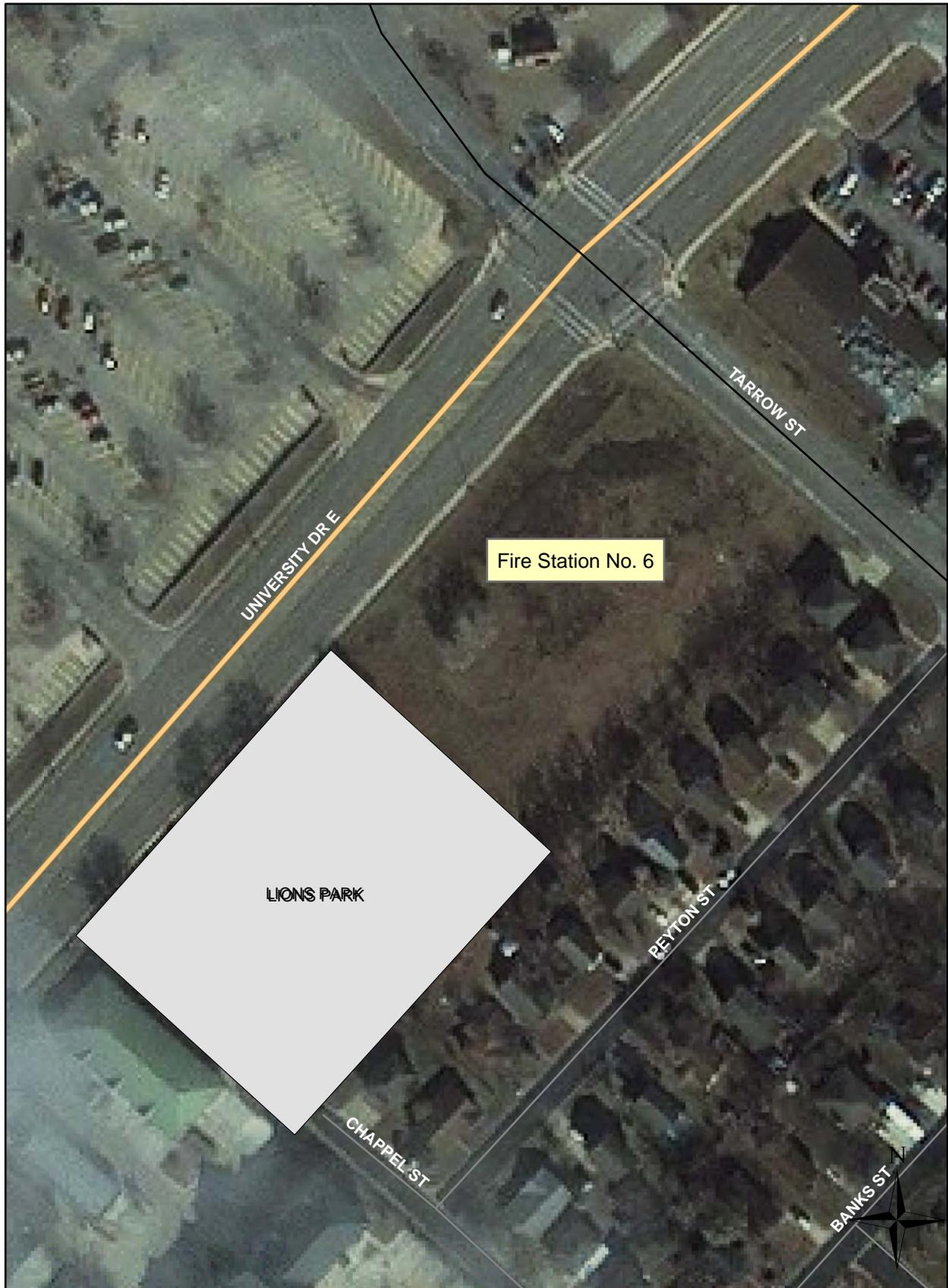
As the General Contractor in the CMAR delivery method, Bartlett Cocke, L.P. must publicly solicit sealed bids for all of the construction activities (e.g. civil/site work, plumbing, electrical, mechanical, etc) in the same manner as the City of College Station. The lowest responsible bidder for the various construction activities to be completed or components to be supplied and installed will perform the actual work under the direct supervision of Bartlett Cocke, L.P. It is possible for Bartlett Cocke, L.P. to perform some of the construction activities; provided Bartlett Cocke, L.P. submits a competitive bid meeting the bidding requirements, and is deemed the lowest responsible bidder.

Budget & Financial Summary: This project is funded from the 2008 bond authorization in the amount of \$6,990,000.00. Funds in the amount of \$620,922.89 have been committed or expended to date, leaving a balance of \$6,369,077.11 for construction of the project and other expenses.

Attachments:

1. Contract – a copy is available in the City Secretary's Office
2. Location Map

Fire Station No. 6 Location Map



September 23, 2010
Regular Agenda Item 7
Appointments to Brazos Animal Shelter Board of Directors

To: Glenn Brown, City Manager

From: City Manager's Office

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

Recommendation(s): Staff recommends reappointing Mrs. Judy LeUnes and Assistant Police Chief Larry Johnson.

Summary: Mrs. Judy LeUnes currently serves as Chair of the Brazos Animal Shelter Board of Directors and has expressed interest in being reappointed as the City's representative. Staff is also recommending the reappointment of Assistant Chief Larry Johnson as he has supervision over College Station's Animal Control Division.

These two individuals' terms end at the end of September.

Budget & Financial Summary: N/A

Attachments: N/A