

**November 14, 2024**  
**Item No. 10.4.**  
**COB Sewer ILA**

**Sponsor:** Bryan Woods, City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on an interlocal agreement with the City of Bryan for approval and access to City of Bryan properties and right-of-way for the Northeast Trunkline Phase 4 Sewer Project.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

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

**Summary:** This proposed Interlocal Agreement (ILA) between the City of College Station and the City of Bryan establishes a collaborative framework for the Northeast Trunkline Phase 4 sewer project. The project is designed to expand sewer capacity in College Station's northern service areas, including the Northgate District, and includes upgrades to the Hensel Park Lift Station, its force main, and the installation of a large-diameter trunkline. Some sections of the sewer lines are proposed to be located within City of Bryan right-of-ways and properties, and this agreement ensures College Station has the necessary approval to proceed with the infrastructure in those areas.

The ILA also outlines both cities' willingness to decommission College Station's Valley Park Lift Station, located near FM 2818 and FM 60. Under the agreement, the City of Bryan will contribute up to \$200,000 toward a future project to redirect sanitary sewer flow and transfer the affected service area to the City of Bryan. Additionally, the agreement includes provisions for the City of Bryan to potentially provide some level of sewer service to areas north of Highway 30, between Elmo Weedon Road and Cole Lane, upon completion of the City of Bryan's proposed east side wastewater treatment plant.

**Budget & Financial Summary:**

**Attachments:**

1. College Station Bryan Sewer ILA - COB Council version 10-17-24

**COLLEGE STATION AND BRYAN  
UTILITY AND SEWER  
INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (the “ILA” or “Agreement”) is by and between the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation (“College Station”), and the **CITY OF BRYAN**, a Texas Home Rule Municipal Corporation (“Bryan”), collectively the “Parties” or “Cities”, each acting by and through their authorized agents.

**WHEREAS**, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental functions; and

**WHEREAS**, Bryan and College Station desire to enter into an agreement for the use of certain existing Bryan public rights-of-way and certain limited portions of City of Bryan property located in the vicinity of Bryan’s Burton Creek Wastewater Treatment Plant as shown in **Exhibit A**, (“Wastewater Main Project”) as part of College Station’s Northeast Trunkline Project; and

**WHEREAS**, the Wastewater Main Project is necessary for College Station to transfer untreated wastewater from the Hensel Park Lift Station in College Station to College Station’s Carter Creek Wastewater Treatment Plant; and

**WHEREAS**, College Station will submit preliminary and final construction plans for the construction of the Wastewater Main Project for the portions located in Bryan, including plans for the horizontal and vertical alignment of the pipeline and construction details for the pipeline and necessary appurtenances, to Bryan for its review; and

**WHEREAS**, Bryan will review said preliminary and final construction plans and approve aspects of the plans related to the work in Bryan before construction; and

**WHEREAS**, the Parties agree that it is in the public interest that all permits, licenses, and easements required for the Wastewater Main Project be granted; and

**WHEREAS**, the Parties have negotiated a reasonable construction path and plan for parts of the Wastewater Main Project route that is in Bryan; and

**WHEREAS**, Bryan and College Station agree that this new Agreement does not amend, repeal or replace the Biocorridor ILA; and

**WHEREAS**, College Station’s Northeast Trunkline Project serves College Station sanitary sewer system customers; and

**WHEREAS**, Bryan and College Station agree to take certain actions to define the Northeast Trunkline Project route within Bryan’s city limits and in furtherance of Bryan City Council’s Resolution No. 4078, including College Station’s selection of a construction path and route, installation and ongoing maintenance for the Wastewater Main Project, College Station’s

expansion and continued operation of the Hensel Park Lift Station, and the potential transfer of certain Certificates of Convenience and Necessity (“CCNs”) and infrastructure pursuant to this Agreement, and both parties acknowledge that such actions will create on-going financial obligations on behalf of both Bryan and College Station; and

**WHEREAS**, the Cities have determined that the actions and projects contemplated by this Agreement will promote the public health, safety and welfare of the residents of each City; and

**WHEREAS**, the Cities acknowledge that the actions and projects contemplated by this Agreement require on-going financial obligations for maintenance, repair, and replacement by both Cities.

**NOW, THEREFORE**, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

## **I. COLLEGE STATION WASTEWATER MAIN PROJECT SCOPE**

**1.1 Wastewater Main Scope.** College Station, for the consideration described in this Agreement, desires to construct wastewater main pipelines associated with the Hensel Park Lift Station including vent stacks, manholes, open cut, tunneled, or bored sections, and all other wastewater main pipeline appurtenances necessary for operation and maintenance of the wastewater mains to be located within existing rights-of-way, easements, and real property within Bryan. The wastewater main’s locations are shown on **Exhibit A**.

## **II. COLLEGE STATION WASTEWATER MAIN PROJECT**

**2.1 Consideration for Wastewater Main Project Route.** In consideration of the covenants and promises from Bryan regarding the Valley Park Sewer Area, the East Side Sewer Area, and the West Side Sewer Area, and as further described below, and the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, College Station will construct the Wastewater Main Project down a path as generally shown in **Exhibit A**.

**2.2 Consideration Granting Easements.** In consideration of the covenants and promises, and the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, Bryan hereby grants to College Station the non-exclusive right, privilege, and easement to lay, construct, operate, repair and replace the Wastewater Main, along with any and all appurtenances thereto, and such additional pipes and/or appurtenances as are needed in the future along the same route incidental to the use, operation, maintenance (including increased capacity), or replacement of the Wastewater Main, including granting College Station any necessary temporary and permanent utility easements, permits, or licenses to perform work in Bryan within Bryan’s public rights-of-way, easements, and real property where depicted as “Bryan City Limit Wastewater Main Project Area” as shown on **Exhibit A**.

**2.3 Timing and No Interference with Utilities.** College Station agrees to construct the Wastewater Main within a reasonable length of time and to maintain and operate the Wastewater

Main to not unreasonably interfere with existing utilities located within the Bryan or with the general public's reasonable use. College Station, at its sole cost, agrees to relocate any permanent utility facilities that must be relocated as a result of College Station's construction and installation of the Wastewater Main.

#### **2.4 Relocation.**

- a.** Within the existing twenty-foot (20') wide easement and an adjoining, parallel twenty-foot (20') easement, along with a temporary twenty-foot (20') construction easement to be granted by this Agreement that crosses Bryan's Burton Creek Wastewater Treatment Plant property, public rights-of-way, easements, and real property, College Station shall not be required to alter, change, or relocate the Wastewater Main once it is complete and in place. If Bryan determines that relocation is necessary, due to public health and safety, then Bryan shall reimburse College Station for the design, land acquisition, and construction of such relocation. All plans that result in the alteration, change, or relocation of the Wastewater Main within Bryan's easements, and real property shall be reviewed and approved by College Station. No work shall commence until College Station has approved the proposed plans, which approval shall not be unreasonably withheld or delayed. In the event that College Station fails to reasonably review and comment within a reasonable time, it will be deemed to consent to any Bryan relocation.
- b.** If Bryan shall require College Station to adapt or conform its facilities, or in any way or manner to alter, relocate, or change its property to enable any other Person to use, or to use with greater convenience, any right-of-way in which the Wastewater Main is located, College Station shall not be bound to make such changes until such other Person or entity shall reimburse or make satisfactory arrangements for reimbursement to College Station for any loss and expense caused by or arising out of such change. Bryan shall not be liable for third-party reimbursements owed to College Station from others.
- c.** When College Station is required by Bryan to remove or relocate its facilities to accommodate public right-of-way improvements or improvements at Burton Creek Wastewater Treatment Plant property, if Bryan is obligated to reimburse College Station for such, and College Station is eligible under Federal, State, County or other local agencies or programs for reimbursement of costs and expenses incurred by College Station as a result of such removal or relocation and such reimbursement is required to be handled through College Station, Bryan's costs and expenses shall be included in any application by College Station for reimbursement.

**2.5 Sewer Service.** The permissions, rights, and easements granted to College Station for the Wastewater Main Project within Bryan's public rights-of-way, easements, and real property does not authorize College Station to serve any property in Bryan or along the Wastewater Main route, unless otherwise authorized in writing by both parties or as authorized in a validly issued wastewater Certificate of Convenience and Necessity ("CCN"). By authorizing this Agreement,

Bryan agrees to abstain from connecting its wastewater system directly to the Wastewater Main, unless done in a subsequent agreement with the appropriate approvals.

**2.6 Line Abandonment.** College Station agrees to notify Bryan in the event it wishes to abandon or partially abandon the Wastewater Main. Bryan agrees to notify College Station in the event it wishes to abandon any part of Bryan's public rights-of-way, easements, and real property along the Wastewater Main route. Said abandonment, however, will not require that College Station relocate the Wastewater Main unless Bryan agrees to pay, or otherwise arrange for the payment by a third party, for the design, land acquisition and reconstruction of the Wastewater Main relocation.

**2.7 Repair to Surfaces and Infrastructure.** College Station agrees to repair, patch or replace all Bryan rights-of-way surfaces, paved or unpaved, and BTU facilities within public rights-of-way, easements, and real property which may be cut or damaged during construction and installation of the Wastewater Main. College Station agrees that it will reasonably restore those rights-of-way cuts and BTU facilities to their original condition of such rights-of-way and BTU facilities as existed before construction and installation of the Wastewater Main. Notwithstanding anything herein to the contrary, all repairs and replacements of any pavement, curbs, sidewalks or other street appurtenances and BTU facilities within public rights-of-way, easements, and real property or any other area affected by construction, repair, maintenance, reconstruction, replacement or removal of the Wastewater Main or any of their related appurtenances shall be conducted in accordance with the then-current construction specifications for such public improvements adopted by Bryan and be completed within a commercially reasonable period of time following the completion of College Station's work on the Wastewater Main. College Station will coordinate and provide reasonable notice to Bryan. Bryan may require a traffic control plan to be submitted for review and comment before implementation.

**2.8 Entering Wastewater Main Area.** Bryan may enter and utilize its public rights-of-way, easements, and real property where the Wastewater Main is located at any time for the purpose of performing, installing, or maintaining improvements so long as it does not unreasonably interfere with College Station's use or maintenance of the Wastewater Main. Bryan agrees to provide notice before performing work, except in an emergency situation. Bryan will give College Station reasonable notice and opportunity to coordinate its work to prevent unnecessary damage or disruption of the Wastewater Main. Bryan's inquiry to Texas811 (or its successor) shall constitute reasonable notice. Bryan agrees to use reasonable efforts to not damage or disrupt the Wastewater Main.

**2.9 Utility Crossings.** Bryan will follow applicable laws, regulations and industry standards for its installation of any utility crossing, and for its approval of another's utility crossing, above or under the Wastewater Main in Bryan's public rights-of-way, easements, and real property. Bryan will notify College Station prior to such installation by Bryan or Bryan's approval of another entity's request for approval for a utility crossing.

### III. VALLEY PARK SEWER AREA

**3.1 Valley Park Lift Station Project.** College Station’s Valley Park lift station can be taken off-line once College Station transfers the CCN that covers the Valley Park lift station to Bryan and once the infrastructure connects the existing wastewater line to the Valley Park lift station into the City of Bryan wastewater service line. City of Bryan may participate in the amount not to exceed \$200,000.00 to this City of College Station project. This option may require amending certain current agreements between the two cities.

### IV. WEST SIDE SEWER AREA

**4.1 West Side Sewer Area.** The Interlocal Cooperation and Joint Development Agreement dated December 15, 2011, with subsequent amendments dated December 31, 2012, and January 17, 2020 (“Biocorridor ILA”) will continue to govern sewer service in the designated West Side Sewer Area as described in the Biocorridor ILA and as shown in **Exhibit B** (“Valley Park Sewer Area”).

### V. EAST SIDE SEWER AREA

**5.1 East Side Sewer Project.** Upon the completion of the City of Bryan's new east side wastewater treatment plant, City of Bryan is willing to provide service to City of College Station's two east side lift stations (Yaupon Trails Lift Station and the future Reveille Park Lift Station) serving areas north of Highway 30 roughly between Elmo Weedon Road and Cole Lane as shown on **Exhibit C** (the “Area”). The City of Bryan also is willing to accept responsibility for providing complete wastewater treatment in the Area, in Bryan's city limits and Bryan’s extraterritorial jurisdiction (ETJ), if the Parties separately negotiate the transfer of the Certificates of Convenience and Necessity (CCN) and related infrastructure. Otherwise, the City of Bryan will treat wastewater flow from the two aforementioned lift stations at Bryan’s then current wholesale rate, once the City of College Station, with cost participation from Bryan for segments within Bryan’s CCN area, connects to the City of Bryan's service. If the property currently located at 1991 FM 158 and served by the City of College Station is subdivided and changes ownership at some point in the future, the “Area” will be expanded by moving the boundary line shown at Hunter’s Hollow extending between Hicks Lane and Harvey Road to the new northeastern property line of the property located at 1991 FM 158.

## VI. GENERAL TERMS

**6.1 Term and Termination.** The initial Agreement term is twenty (20) years. The Agreement will automatically renew for successive ten (10) year terms after the initial term.

**6.2 Recitals Incorporated.** The Recitals (whereas provisions) in this Agreement are acknowledged as true by both Parties and are hereby incorporated and made a part of this Agreement for all purposes.

**6.3 Alternative Dispute Resolution.** No suit shall be filed, nor a penalty be imposed, by a Party regarding a dispute arising under or related to this Agreement unless the Parties first attempt to submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Agreement, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within thirty (30) days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

**6.4 Interlocal Cooperation Act.** The Parties to this Agreement are local governments as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the laws of the State of Texas. No separate legal entity is created by this Agreement.

**6.5 Amendment.** The terms and conditions of this Agreement may be amended upon written mutual consent of each governing body.

**6.6 Hold Harmless and Immunity.** To the extent permitted by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement or any of its officers, agents, or employees, or as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omission of each Party's employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party. Notwithstanding any other provision of this Agreement, this Agreement shall be expressly subject to the governmental immunity of the Parties, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law.

## **6.7 Source of Payment and Current Funds.**

- a.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations as set forth in this Agreement. If any Party fails to budget and appropriate sufficient funds or make available sufficient funds to pay for any of the Party's obligations, responsibilities, and consideration contained in this Agreement, it is agreed that such failure is a breach.
- b.** Bryan and College Station each covenant and represent to the other that such City has sufficient current revenue or other funding reasonably available to satisfy such City's obligations with respect to its obligations pursuant to this Agreement.

**6.8 Entire Agreement.** With the exception of the Biocorridor ILA, as amended, this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

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

**6.10 Venue and Choice of Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

**6.11 Authority to Contract.** Each Party has the full power and authority to enter into and perform this Agreement and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent they have authorization to sign on behalf of their respective governmental bodies.

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



**6.13 Savings Clause.** If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

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

**6.15 Effective Date.** This Agreement is effective when signed by the last Party signing, thereby making the Agreement fully executed.

**6.16 Notice.** Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient communication.

**COLLEGE STATION**

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

**BRYAN**

**City Manager**  
City of Bryan  
P.O. Box 1000  
Bryan, Texas 77805

**Exhibit List:**

- A.** Wastewater Main Project
- B.** Valley Park Sewer Area
- C.** East Side Sewer Area

[signature page follows]

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by City  
of College Station.

**CITY OF COLLEGE STATION**

By:

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

**ATTEST:**

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

**APPROVED**

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

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

\_\_\_\_\_  
**Assistant City Manager/CFO**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by **City of Bryan.**

**CITY OF BRYAN**

By:

\_\_\_\_\_  
**Bobby Gutierrez, Mayor**

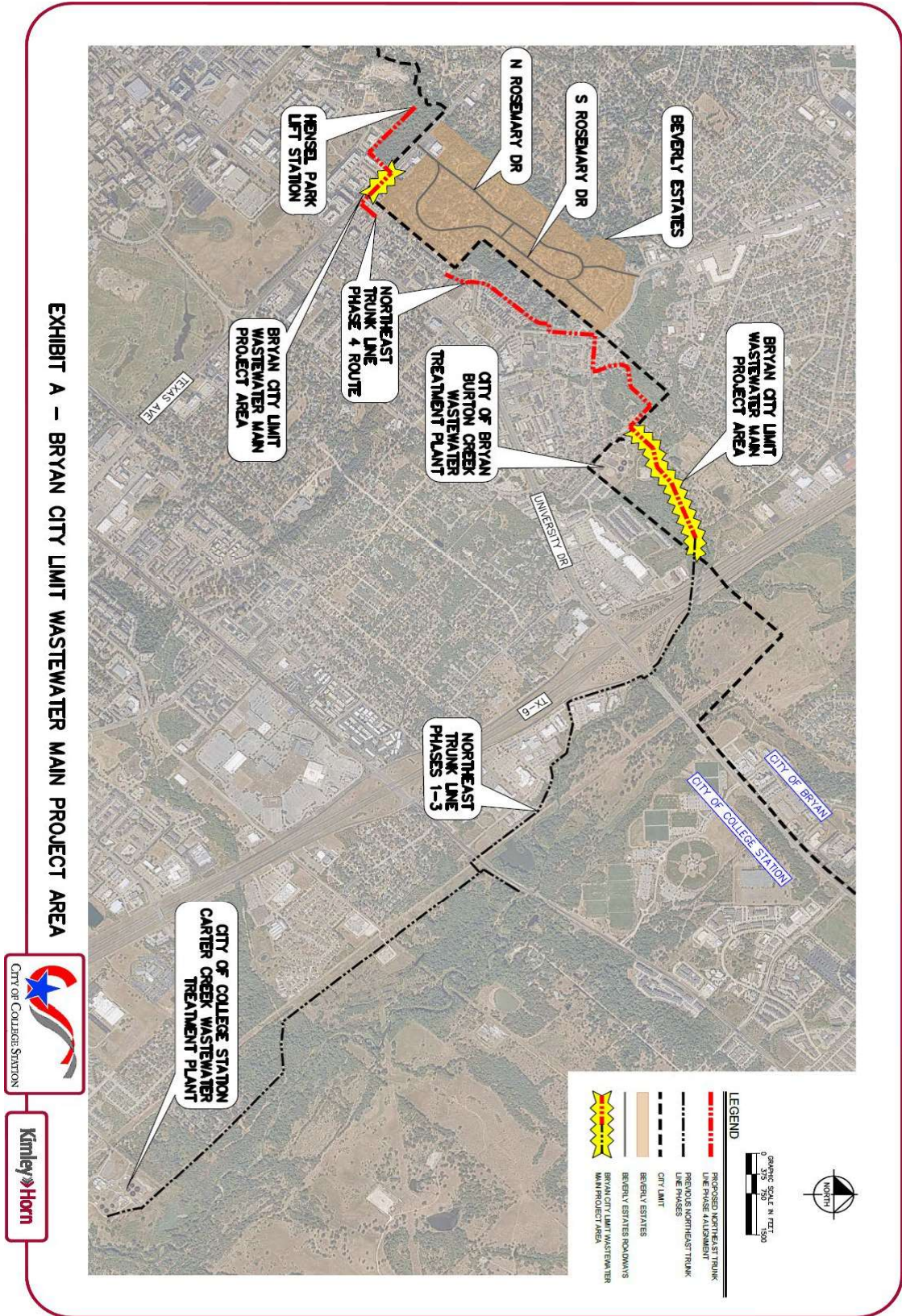
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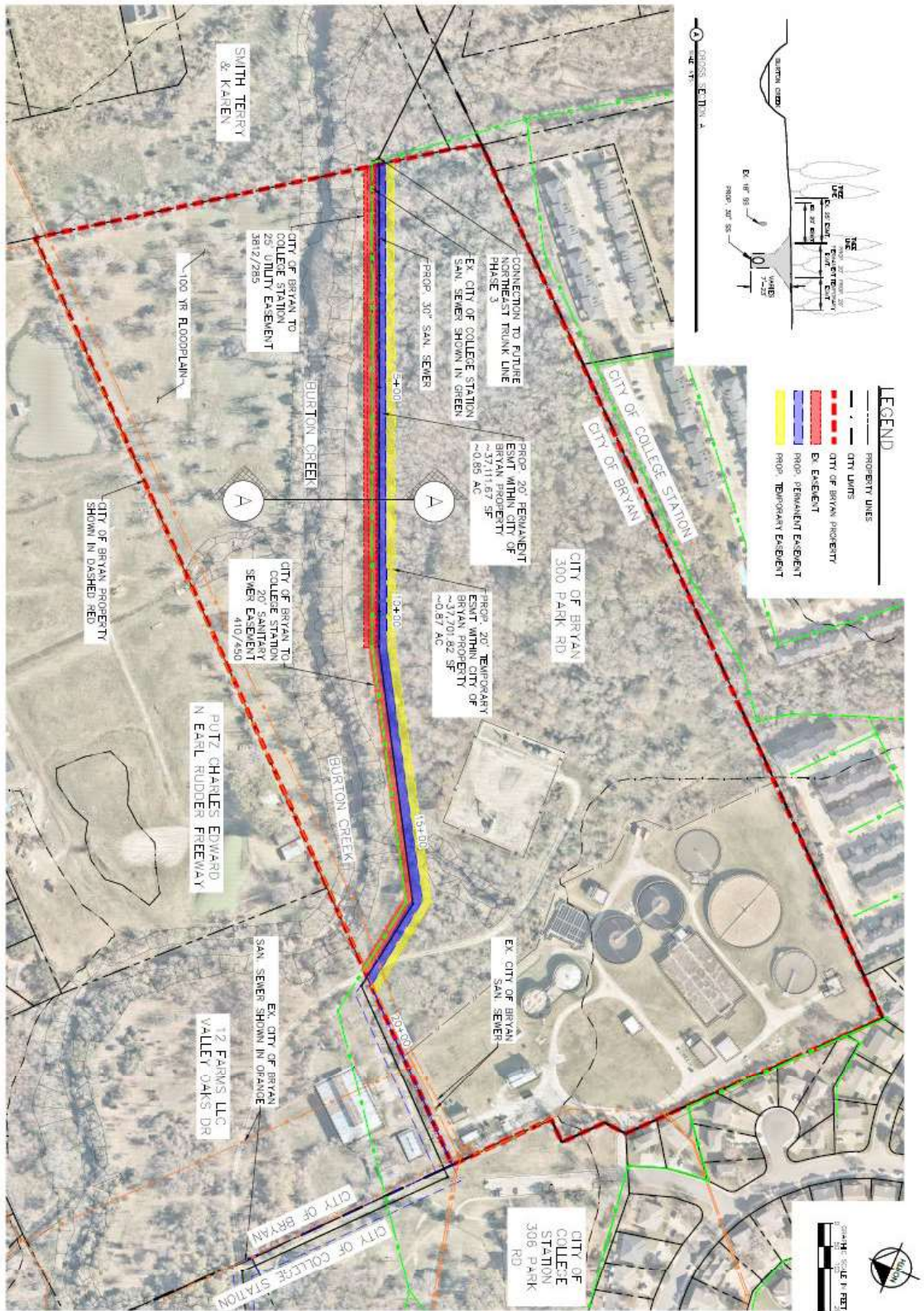
**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Melissa Brunner, City Secretary**

\_\_\_\_\_  
**Thomas A. Leeper, City Attorney**

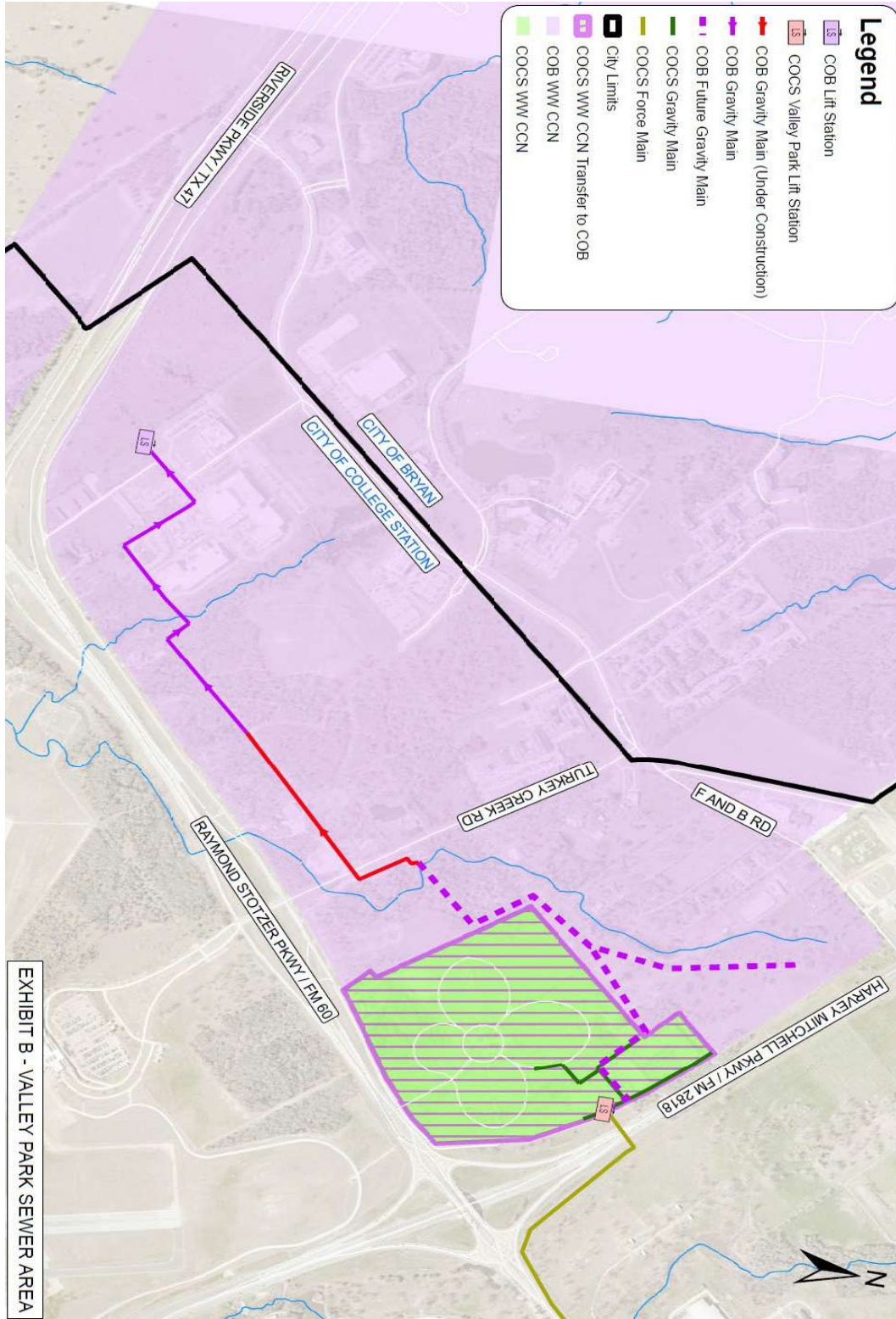
# EXHIBIT A WASTEWATER MAIN PROJECT





OPTION 1	DATE: 10/10/2024	CITY OF BRYAN 300 PARK RD EASEMENT COORDINATION	NORTHEAST TRUNK LINE REHABILITATION PHASE 4	
	DESIGNER: E			
	CHECKED: JWP			
	DATE: 08/09/2024			

## EXHIBIT B VALLEY PARK SEWER AREA



# EXHIBIT C EAST SIDE SEWER AREA

