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**Mayor**

Nancy Berry

**Mayor Pro Tem**

Dave Ruesink

**City Manager**

Glenn Brown

**Council members**

John Crompton

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Lawrence Stewart

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, May 27, 2010 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

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

**Consent Agenda**

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

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

- a. Presentation, possible action, and discussion of Minutes for City Council Workshop and Regular Meeting, April 22, 2010, May 17, 2010 and City Council Special Meeting, May 17, 2010.

- b. Presentation, possible action, and discussion on a contract for professional services for the Assessment, Planning and Design of a Medical Corridor in the amount of \$245,539, and a joint funding agreement between The College Station Med and the City of College Station.

- c. Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2010 Justice Assistance Grant (JAG).

d. Presentation, possible action, and discussion regarding a request for release of lien on 4905 Lakeway Drive currently held by the City.

e. Presentation, possible action, and discussion regarding a resolution authorizing the Brazos Valley Council of Governments to assist in funding a portion of advertising for the fall Household Hazardous Waste & Computer Collection event and its solid waste educational program for the Brazos Valley Solid Waste Management Agency in the amount of \$30,000.00.

f. Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$16,700.00.

g. Presentation, possible action, and discussion on the application and acceptance of a U.S. Department of Justice, 2010 COPS Hiring Recovery Program (CHRP) Grant.

h. Presentation, possible action, and discussion supporting legislative action to establish regional infrastructure improvement zones into federal tax law.

### **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 an ordinance amending City of College Station Code of Ordinances Chapter 13 increasing the minimum requirement for finish floor elevations on all buildings from the current one foot above the Base Flood Elevation (BFE) to two feet.
2. Presentation, possible action, and discussion on an update of the City of College Station FY 10 Budget, and FY 11 Budget Planning.
3. Presentation, possible action, and discussion regarding appointing two new council members to the Audit Committee.
4. Adjourn.

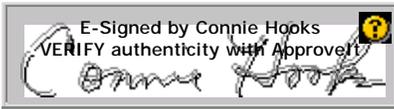
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

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

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, May 27, 2010 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 24<sup>th</sup> day of May, 2010 at 2:00 p.m.



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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 24, 2010 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010 By \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public – Brazos County, Texas      My commission expires: \_\_\_\_\_

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.

**May 27, 2010**  
**Consent Agenda Item No. 2b**  
**Medical Corridor Professional Services Contract**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a contract for professional services for the Assessment, Planning and Design of a Medical Corridor in the amount of \$245,539, and a joint funding agreement between The College Station Med and the City of College Station.

**Recommendation(s):** Staff recommends approval of both the contract with Schrickel, Rollins & Associates, Inc. and funding agreement with The College Station Med for the planning and design phase of the Medical Corridor project.

**Summary:** In late 2009, Council heard a presentation and approved funding for a comprehensive study to develop the associated market analysis, economic impact forecasting and modeling, initiative visioning exercises, and to better determine the corridor's exact size and scope. Staff has worked with the preferred vendor, Schrickel, Rollins & Associates, Inc., to finalize the scope of services for this planning and design phase of the Medical Corridor project, which is scheduled to be completed within a twelve to eighteen-month period, and is ready to move forward pending Council direction and approval.

**Budget & Financial Summary:** Funding for this contract was approved as a project under the FY 2010 Economic Development Fund in an amount of \$300,000. In terms of total budget, \$250,000 will be provided by the City and the remaining \$50,000 will come from The Med to fund the project.

**Attachments:**

Attachment 1: Proposed contract with Schrickel, Rollins & Associates, Inc.

Attachment 2: Funding Agreement between the City and The College Station Med

## CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Schrickel, Rollins & Associates, Inc. (SRA), a Texas Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

### ARTICLE I

1.01 This Contract is for Professional Services: Medical Corridor Assessment Planning and Design (hereinafter the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on deliverables set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The payment terms are net payable within thirty (30) calendar days of the City's receipt of invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed two hundred forty-five thousand, five hundred thirty-nine dollars (\$ 245,539.00 ).

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager.

1.05 Written change orders for reimbursements or allowances may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.03 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Section 1.03 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this

Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.06 Except as provided in Article VI herein below, the Contractor shall complete all of the work described in **Exhibit "A"**.

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

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A"**.

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

## ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

### ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

### ARTICLE IV

**4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent**

performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

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

**ARTICLE V**  
**Insurance**

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

**ARTICLE VI**

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

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

**ARTICLE VII**

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

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

City:  
City of College Station  
Attn: David Gwin  
P.O. Box 9960  
College Station, Texas 77842

Contractor:  
Schrickel, Rollins & Associates, Inc.  
Attn: Victor Baxter  
1161 Corporate Drive West, #200  
Arlington, Texas 76006

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

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

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

7.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

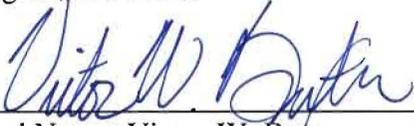
7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

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

(Remainder of this page intentionally left blank, with signature page to immediately follow.)

**SCHRICKEL, ROLLINS & ASSOCIATES**  
1161 Corporate Drive West, Suite 200  
Arlington, TX 76006

**CITY OF COLLEGE STATION**

By:   
Printed Name: Victor W. Baxter  
Title: Vice President  
Date: May 3, 2010

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

ATTEST:

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

APPROVED:

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

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

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

## Exhibit A

### Scope of Services

#### 1. Scope of Project

The project is a feasibility assessment, master planning and design of improvements to establish a "medical corridor" in and around the intersection of State Highway 6 and Rock Prairie Road. Currently, several significant medically-oriented developments, encompassing approximately forty (40) acres between Rock Prairie Road and Birmingham Roads, and a large amount of undeveloped land exists in the general area. The goal of this effort is to identify, foster, and enhance any medically-oriented development opportunities as the build-out of the area occurs. The project will include a study of the market potential of the corridor, creation of an overall development Master Plan, and development of associated implementation strategies. The study will take into account strategic planning documents by Texas A&M University, as well as any efforts underway in neighboring communities.

The general area of focus will center on the existing medical facilities at Rock Prairie Road and Longmire Drive yet allow for the expansion of medically associated development in the general area as growth in the market and carrying capacity of improved infrastructure will allow.

#### 2. Purpose of the Project

The primary purpose of the project is to establish identity, promote continuity, focus synergy and invite significant new investment for medical or health care related uses in the special district and in the City of College Station as a whole. A goal of the study will be to create a mixed-use district of developments that focus on medical care, health, and wellness that becomes a regional destination and an economic catalyst for the City without detrimental impacts on the adjoining properties or areas of the community.

The corridor study will address medical services, housing, industry, retail concentrations, office parks and more. The common glue that will hold them together is the transportation ribbon and various pulse points. The transportation ribbon's continuity is in the public realm and provides consistency through the form of landscaping, signing, lighting, street furniture, access to transit, and other public realm features. This is the stage upon which investment "sets" will be placed. The pulse points are key intersections where more intensive development will occur. Pulse points generally signal gateways into properties on either side of the corridor. The corridor under preliminary consideration has the opportunity for approximately four meaningful pulse points.

#### 3. Tasks

The following tasks are used to describe the objectives throughout the master planning process but they are not in sequential order.

##### Task 1 – Kick Off

- Staff Kick Off: The consultant will meet with the City representative(s) to review this scope of services and work plan, clarify expectations, and receive base mapping of the City as well as copies of any previous studies or historical background data that would be helpful in the course of the project. The Consultant will also identify any additional data needs, establish lines of communication, and clarify timetables.
- Deliverables:
  - Base Map

## Task 2 – Analysis

- Site Analysis: The consultant will make an illustrative diagram using on-site assessments with photo documentation of key planning and design issues identifying opportunities and challenges. The analysis will include:
  - Community arrival points and major travel routes
  - The existing medical district
  - Adjacent neighborhoods
  - Visual axis and focal points
  - Significant natural features or other open space opportunities
  - Existing land use patterns
  - Major vehicular and pedestrian circulation pattern
  - Visual quality issues
  - Projects in progress or under consideration
  - Infrastructure
- Deliverables:
  - Analysis diagram and technical summary
- Market Reconnaissance: The market reconnaissance element of the project will inform the planning members of the team about the recommended land uses to be provided for in the overall development strategy and the land use plan. The details of the market reconnaissance scope will be refined during the initial team meetings. Some initial research will be necessary to fine-tune that effort – determining the major variables that are affecting the Corridor today and anticipating the major variables, barriers and potential competition that will influence opportunity in the future. Some of these considerations include: land ownership patterns and willingness on the part of major owners to participate in the corridor project, availability of utilities and services, property owner willingness to encumber their properties with design and related restrictions and requirements in order to build a stronger marketing effort for sale or lease of land.
- Some of the other considerations that will help inform market opportunities will be demographic and economic growth in College Station and the surrounding area, perceived role and status of the Corridor today and how it compares with competitive locations, prevailing land and building sale prices along with rental rates, and trends in real estate pricing.

- Included in this market reconnaissance and analysis will be some case studies in which communities similar to College Station have attempted or succeeded in the establishment of medical industry related corridors. This reconnaissance will be supplemented with information gained in the Confidential Interviews with stakeholders including community leaders. Special attention will be given to strategic planning and program development in the medically-related studies at Texas A&M University. Some of the stakeholders may have already developed market studies or have specific development programs for expansion of their facilities that can be integrated into the overall market analysis.
- Discussion among team members in preparation for developing this scope of work suggests that there will be strong merit in exploring medical opportunity in a very holistic way. By that, the Consultant means exploring a complete community of medical providers, and perhaps branding that effort on a more comprehensive vision of “Wellness” – potentially opening the door for a broad array of land uses. Senior housing, wellness clinic or resort (including golf and tennis), comprehensive geriatric services, quality lodging, dining and convenience shopping, housing for medical-related workforce and other appropriate and compatible uses. Consideration will be given to the current research being conducted by other area entities in the market to the extent appropriate and applicable.
- In summary, the Consultant team’s attitude is one of developing a strong vision for the Corridor, approaching it holistically, anticipating the attractors that will bring investment, patients, and developers of ancillary real estate product. This is a true Place Making engagement. The market analysis will translate into a development program recommending land uses – their sizes and locations, phasing, quality levels, and related information to inform the planning.
- Deliverables:
  - Quantitative and qualitative analysis and economic assessment of proposed Corridor and its overall potential;
  - Recommend land uses and development opportunities with supporting graphics;
  - Case Studies of medical industry corridor development in comparable communities.

### Task 3 - Public / Stakeholder Input

- Conduct **Focus Group Interviews**. The Consultant Team will interview up to 70 people on a confidential basis in at least 3 concurrent interviews lasting up to 40-50 minutes, preferably one person at a time in each interview. This often provides information that normally would not be revealed in a fully public meeting. Key to this process is that the comments of the people that participate are never made public as quotes. More important are the trends, patterns and other valuable information that can help to inform the Consultant team.

- Form a group of **Key Stakeholders**. Key Stakeholders will be comprised of City Staff and representatives from local institutions and interested groups as determined by the City. The Role of this group is to identify key issues and opportunities, and to review and take responsibility for implementation measures.
- Form a **Citizens Advisory Committee (CAC)**. This would be comprised of local individual citizens selected by the City. The purpose of this group is to provide guidance and feedback to the planning process. It is not intended as a recommending body and it will not take votes.
  - 4 CAC Workshops. A maximum of 4 workshops will be conducted with the CAC throughout the project. They will likely focus on “Background and Issues,” “Market Reconnaissance and Preliminary Concepts/Strategies,” “Refined Concepts and Implementation Strategies,” and a “Final Review of Draft Concepts and Implementation Strategies.”

Task 4 – Concepts & Strategies

- Program: Develop a program derived from the initial market analysis, site analysis, and input from the Key Stakeholders, CAC, and public to direct the development of the concept plan.
- Concept Plan: Graphically summarize the Consultant team’s key recommendations for the Medical Corridor area to delineate a concept for development. Its features will include:
  - Street System and Parking
  - Land Use Mix and Strategy
  - Identity Creation
  - Development Form and Character
  - Gateways
  - Signature Building and Landmark Opportunities
  - Streetscape/Walkability
  - Public Open Spaces and Trails
  - Infrastructure Improvements
- Targeted Market Strategy: A supply and demand analysis with the level of detail to balance with the probable timing of proposed development. If development is very soon, then research will be more specific. If it were for a land use that may be three, five, or more years off, a lesser level of research (more in the form of market reconnaissance) would be appropriate.
- Implementation Strategy: A full implementation strategy is considered necessary for this project. All too frequently implementation consists of a land use plan and zoning. What is needed however, is a more complete process that may include landowner agreements, design and development standards, a probable new zoning district, an entitlement process that encourages investment, staffing and capital commitment to the corridor, public investment and public-private partnerships and

related implementation elements. A detailed scope and plan for implementation of the Corridor will be prepared as this project progresses.

- Deliverables:
  - Draft Concepts and Strategies
  - Definition of District Boundaries
  - Implementation Strategy, Plan and Tools (recommended policy, tools, staffing and capital)
  - Power Point Presentation of Concepts, Strategies, Market Strategies and Implementation

#### Task 5 – Master Plan

- Master Plan: Based on feedback, revise and refine the Concept Plan and preliminary recommendations, and prepare an illustrative plan and associated sketches.
- Prepare Report: Compile the plans, illustrations and recommendations into a draft report, which will include:
  - Issues and Opportunities
  - Vision and Guiding Principles
  - The Medical Corridor Plan
  - Land Use
  - Street System and Parking
  - Gateways
  - Signature Building and Landmark Opportunities
  - Buildings (height, massing, entrances, transparency, uses)
  - Streetscape/Walkability
  - Open Space and Trails
  - Special Opportunity Sites
  - Implementation Strategies
  - Infrastructure Improvements
  - Market Analysis / Assessments
  - Financial Feasibility
  - Phasing
  - Opinion of Probable Cost
- Deliverables:
  - Final Report
  - Illustrative Plan, Oblique Aerial Sketch
  - Up to four (4) Character Sketches
  - Specific Implementation Strategies for Land Uses, Capital Improvements, and Funding

#### Task 6 – Meetings

- (4) Key Stakeholder meetings
- (4) CAC meetings
- (1) Presentation to City Council in Public Hearing or Workshop

Additional meetings may be scheduled with additional compensation by the City to the Consultant, as mutually agreed to in writing in advance of any such meeting(s) and pursuant to Section 1.05 of this contract.

#### **4. Optional Additional Services**

The Consultant shall provide services not identified in this Scope of Services upon receipt of authorization from the City’s representative. Additional Services may be provided on an hourly rate basis with a mutually agreed "not to exceed" total. Such Additional Services may include the following or other services:

- Planning of facilities beyond the original scope and/or budget identified in the description of services.
- Representation in arbitration, mediation, litigation, depositions or similar legal processes.
- Hydrology and hydraulics studies.
- Environmental assessment or environmental impact study.
- Formal renderings, sketches and perspective drawings are included in the basic scope of services. If additional artwork is requested that requires an artist from outside the team, those services will be provided as “additional services.” Refer to **Exhibit “D”** for examples.
- 3-D Animation - Provide one (1) digital copy.
- Meetings:
  - Town Hall meeting during the Conceptual Phase
  - City Council Workshop during Conceptual Phase
  - Individual Medical Partner board meetings
  - Any additional meeting requested

#### **5. Deliverables**

- Kick Off – Base Sheet Preparation (Task 1)
- Site Analysis Diagram and Technical Summary (Task 2)
- Quantitative and Qualitative Analysis of Proposed Corridor (Task 2)
- Land Use Recommendations & Development Opportunity Graphics (Task 2)
- Case Studies of Medical Industry Corridor Development in Comparable Communities (Task 2)
- Draft Concepts & Strategies (Task 4)
- Definition of District Boundaries (Task 4)
- Implementation Strategy, Plan and Tools (Task 4)
- Power Point Presentation of Concepts, Strategies, Market Strategies and Implementation (Task 4)

- Specific Implementation Strategies for Land Uses, Capital Improvements, and Funding (Task 5)
- Up to four (4) Character Sketches (Task 5)
- Final Report (Task 5) - Provide twenty (20) bound copies. Provide one (1) digital copy in PDF format.
- Master Illustrative Plan, Oblique Aerial Sketch (Task 5) - Provide two (2) full size color plots mounted on form board. Provide one (1) digital copy.

Monthly status reports will be provided for all related deliverables. All deliverables will be provided to the City in a digital format that can be posted on the City's project website.

## 6. Reimbursable Expenses

The following items, if provided, shall be considered reimbursable or additional to this contract.

- Printing and other reproduction costs beyond those set forth in this contract.
- Special courier services.
- Travel expenses.
- Additional meetings

Pursuant to Section 1.05, all reimbursable expenses shall be approved in advance and in writing by the City's Representative and billed at cost. These expenses are not anticipated to exceed \$15,000. Of this amount, \$13,000 has been proposed as a maximum for travel expenses.

## 7. Assumptions

City will:

- Provide list of stakeholder and community leaders for confidential interview
- Organize and advertise (if needed) all meetings.
- Provide Council progress updates.
- Provide information on existing plans (topographic data, GIS information, aerial photo and existing utility information within the study area) and capital improvements for the area, and all existing and planned street and sidewalk widths, if known and readily available. Otherwise, needed information will be assembled by the Consultant.
- Provide facilities for on-site team charrettes.
- Copy and distribute drafts to Key Stakeholders and CAC.

Consultant will:

- Produce base maps, and "digital" mapping derived from the City's submitted topographic data, aerial photo and existing utility information within the study area.
- Provide digital copies of information for distribution to Key Stakeholders, CAC, and other groups.
- Conduct all official meetings including formal presentations as defined by this scope of services.
- Provide the city with a digital copy of all final graphics, maps and reports.
- Provide the city with 20 copies of the final report.

Billing will be monthly on a “percent complete” basis as outlined in **Exhibit “B”**.

**8. Summary of Professional Services Budget**

Basic Services

Task 1 – Kick off w/City	\$ 12,685
Task 2 – Analysis	\$ 47,611
Task 3 – Public Stakeholder Input	\$ 28,188
Task 4 – Concepts & Strategies	\$ 59,361
Task 5 – Master Plan	\$ 69,467
Task 6 – Meetings	\$ <u>28,227</u>
<b>Total</b>	<b>\$ 245,539</b>

Additional Services

Task 7 – 3D Animation	\$ 25,000
Task 8 – Website	\$ 18,000

## **Exhibit B**

### **Payment Terms**

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable, incrementally, by the City pursuant to the schedule listed below and upon completion of the services, receipt of invoice from Contractor and written acceptance by the City.

(See proposed schedule diagram on following page.)



**City of College Station  
Medical Corridor Study  
Exhibit B: Proposed Schedule**

15781  
April 8, 2010

	Stage of Services	Responsibility	Interim Date	Projected Completion Date
<b>A.</b>	<b>Authorization from City to Proceed with Project</b>			<b>June 30, 2010</b>
1	<b>Preparation for Kick-off</b>			
	Identify CAC Members	City/Partners		
	Identify Key Stakeholder Members	City		
	Identify Participants for Confidential Interviews	City		
	Provide previous studies	City		
	Provide list of planned expansions and development of new facilities, infrastructure or business in target area.	City		
	Provide aerial topography of study area.	City		
	Provide appropriate GIS data	City		
2	<b>Base Sheet preparation</b>	SRA		
	Deliverables: Base Sheet Preparation			
<b>B.</b>	<b>Kick Off</b>			<b>July 19, 2010</b>
1	<b>Key Stakeholder meeting</b>	All	July 19, 2010	
	Review process			
	Discuss issues			
	Define expectations			
2	<b>CAC meeting</b>	All	July 19, 2010	
	Review process			
	Discuss issues			
	Define expectations			
3	<b>Begin Confidential Interviews with Focus Groups</b>	LC	July 20, 2010	
4	<b>Begin Site Analysis - On site</b>	SRA/TS	July 20, 2010	
5	<b>Begin Market Recon.</b>	LC	July 21, 2010	
	Deliverables: Site Analysis Diagram and Technical Summary.			
<b>C.</b>	<b>Analysis</b>			<b>August 27, 2010</b>
	Prepare draft analysis graphics and technical summary			
1	<b>Confidential Interviews Analysis</b>		August 2, 2010	
2	<b>Key stakeholder meeting (afternoon)</b>		August 13, 2010	
	Summary of analysis (physical & market)			
	Preliminary discussion of concepts and opportunities			
3	<b>CAC meeting (evening)</b>		August 13, 2010	
	Review preliminary analysis			
4	<b>Finalize analysis</b>		August 27, 2010	
	Deliverables: Quantitative & Qualitative Analysis of Proposed Corridor; Land Use Recommendations & Development Opportunity Graphics; Case Studies of Medical Industry Corridor Development in Comparable Communities			
<b>D.</b>	<b>Concepts &amp; Strategies</b>			<b>October 29, 2010</b>
	Program development, market strategies, and concept planning			
1	<b>Key stakeholder meeting (afternoon)</b>		October 8, 2010	
	Review general program and concepts			
2	<b>CAC meeting (evening)</b>		October 8, 2010	
	Review general program and concepts			
3	Task 4 Deliverables: Draft Concepts and Strategies; Definition of District Boundaries; Powerpoint Presentation of Concepts, Strategies, Market Strategies and Implementation; Implementation Strategy, Plan and Tools		October 29, 2010	
<b>E.</b>	<b>Master Plan</b>			<b>March 18, 2011</b>
	Development of final plan and recommendations			
1	<b>Key stakeholder meeting (afternoon)</b>		January 7, 2011	
	Review preliminary master plan			
2	<b>CAC meeting (evening)</b>		January 7, 2011	
	Review preliminary master plan			
3	<b>Public Hearing and adoption of final Plan draft</b>		February 4, 2011	
4	<b>Deliver final report</b>		March 18, 2011	
	Deliverables: Specific Implementation Strategies for Land Uses, Capital Improvements and Funding; Final Report, Master Illustrative Plan - Oblique Aerial Sketch, Character Sketches			

\* Status reports will be provided monthly as part of the "percent complete" billing

## Exhibit C

### Insurance Requirements

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

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

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as **Exhibit "E"** and approved by the City *before* work commences.

III. The Contractor shall include all subcontractors as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

IV. General Requirements Applicable to All Policies.

- A. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis for property damage only.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City.
- F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - 1. The insurance company is licensed and admitted to do business in the State of Texas

2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  3. All endorsements and coverages are included according to the requirements of this Contract
  4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- G. The City of College Station, its officials, employees, and volunteers are to be named Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

**V. Commercial General Liability requirements:**

- A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be named as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

**VI. Business Automobile Liability requirements:**

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

**VII. Workers Compensation Insurance requirements:**

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all*

employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- B. The workers compensation insurance shall include the following terms:
1. Employer's Liability limit of \$1,000,000 for each accident is required.
  2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

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

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

*Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which*

*furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

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

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

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

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

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

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

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

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

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

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

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and*
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be*

*covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

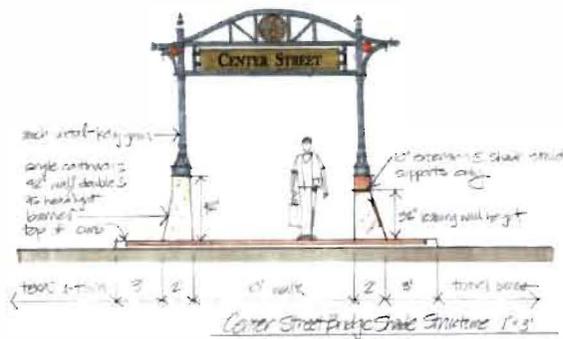
*K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental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

**VIII. Professional Liability requirements:**

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, a 24-month extended reporting period shall be required.

## Exhibit D

### Illustration Examples



#### Sketch

A drawing that is done quickly without concern for detail. A sketch might be made to capture the general mood of a scene, or to help the artist work out an idea for a finished composition.



#### Perspective Drawing

A drawing that pictures objects or a scene in such a way that lines converge to a point in the distance to show them as they appear to the eye with reference to relative distance or depth.



#### Formal Rendering

An architect's representation of the inside or outside of a finished building, drawn in perspective.

**Exhibit E**  
**Certificates of Insurance**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2010

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220 Dallas TX 75240 (214) 503-1212 (214) 503-8899	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Schrickel, Rollins & Associates, Inc. 1161 Corporate Drive West, Suite #200 Arlington TX 76006	INSURER A: Travelers Indemnity Company	
	INSURER B: XL Specialty Insurance Company	
	INSURER C: Travelers Ind. Co. of Conn.	
	INSURER D: Travelers Lloyds Ins. Co.	
	INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP1542L02A	5/5/2010	5/5/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA1544L05A	5/5/2010	5/5/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP6598Y324	5/5/2010	5/5/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB6003Y831	5/5/2010	5/5/2011	<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
B	OTHER Professional Liab.	DPR9681863	12/12/2009	12/12/2010	\$1,000,000 Per Claim / \$2,000,000 Ann'l Agg.

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. The City of College Station, its officials, employees & volunteers, TOWNSCAPE, Inc. and Leland Consulting Group are named as Additional Insureds with a Waiver of Subrogation as required by contract on the General and Auto Liability coverages. General liability is on a primary and non-contributory basis. Auto liability

<b>CERTIFICATE HOLDER</b> City of College Station - Director of Economic & Community Development Attn: David Gwin P. O. Box 9960 College Station TX 77842	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>John A. Bergant</i>
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## IMPORTANT

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

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

## DISCLAIMER

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

# DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE  
5/3/2010

**CERTIFICATE HOLDER:**

City of College Station - Director of  
Economic & Community Development  
Attn: David Gwin  
P. O. Box 9960  
College Station TX 77842

**INSURED:**

Schricket, Rollins & Associates, Inc.  
  
1161 Corporate Drive West, Suite #200  
Arlington TX 76006

**DESCRIPTION OF OPERATIONS CONTINUED:**

is on a primary basis. A Waiver of Subrogation is shown in favor of the additional insureds on the workers compensation. Coverage shall not be suspended, voided, canceled, or reduced in coverage by endorsement or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station RE: Draft Medical Corridor Contract

**AGREEMENT BETWEEN  
THE CITY OF COLLEGE STATION, TEXAS,  
AND THE COLLEGE STATION MED**

This AGREEMENT is entered into between THE COLLEGE STATION MED (“The Med”) and THE CITY OF COLLEGE STATION, TEXAS (“City”).

**Recitals**

WHEREAS, the City has funded \$250,000.00 for the completion of a Medical Corridor Study that focuses on a general area around The Med and includes the intersection of Rock Prairie Road and State Highway 6; and

WHEREAS, The Med supports the completion of the Medical Corridor Study and desires to match the amount funded by the City in an amount not to exceed \$50,000.00; and

WHEREAS, the purpose of the Medical Corridor Study is to promote significant medical-oriented and wellness-themed development in the general area to be studied; and

WHEREAS, the Medical Corridor Study will be an exploratory and collaborative effort primarily between the City and The Med but to include other stakeholders including competitors with The Med;

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and The Med agree as follows:

1. The City will be solely responsible for the Medical Corridor Study (the “Study”) including but not limited to setting the scope and boundaries of the Study, selecting the project consultant to prepare the Study and awarding and administering the contract with the project consultant.
2. The total budget for the Study is \$300,000.00.
3. The Med will pay to the City a total amount of \$50,000.00. The first payment of \$25,000.00 will be made no later than June 30, 2010 and a second payment of \$25,000.00 will be made no later than September 30, 2010.
4. Funds for the Study will be expended on a proportionate basis with each payment comprising 5/6’s of the City’s funding and 1/6 of The Med’s funding.
5. In the event that the Study is terminated for any reason prior to completion and a future study is not anticipated, the City will refund the remainder of The Med’s funds within thirty (30) days of termination.
6. The City Council may at its discretion establish a panel of stakeholders including The Med and representatives from other entities who may be competitors to The Med.

7. This Agreement will take effect when properly approved by both parties. This Contract will terminate when the City has completed the Study.
8. Should either party believe that the other party has breached this Agreement, such party shall give written notice to the breaching party, and the breaching party will have thirty (30) days to cure the breach. If the breach is not cured, the non-breaching party shall have the right to sue for specific performance, to terminate this Contract or to pursue all other remedies available to such party at law, in equity or under this Agreement. All rights and obligations of the parties will cease upon termination, except as otherwise provided herein.
9. If any portion of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
10. The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties, but only in writing, signed by the governing bodies of both entities. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
11. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder
12. Unless otherwise provided in this Agreement, any notice to be given under this Agreement must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified as follows:

If to the City, to:

City of College Station  
 1101 Texas Ave.  
 College Station, Texas 77840

If to The Med, to:

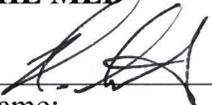
\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attn: Director,  
Economic & Community Development

\_\_\_\_\_  
\_\_\_\_\_

13. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in Brazos County, Texas.

**THE MED**

  
\_\_\_\_\_

Name:

Title:

  
\_\_\_\_\_

Date

**CITY OF COLLEGE STATION, TEXAS**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**APPROVED:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**May 27, 2010**  
**Consent Agenda Item No. 2c**  
**Justice Assistance Grant (JAG) Inter-local Agreement**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2010 Justice Assistance Grant (JAG).

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

**Summary:**

This Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions and fund all components of the criminal justice system. JAG funded projects may address crime through the provision of services directly to individuals and /or communities by improving the effectiveness and efficiency of criminal justice systems, processes and procedures.

College Station Police Department intends to utilize this funding for the purpose of supporting local initiatives, technical assistance, training, equipment, supplies and information technology projects in support of our community-oriented mission.

**Budget & Financial Summary:**

This 2010 JAG allocation for Brazos County is \$91,598. This amount is based upon a statutory, JAG formula that considers the jurisdiction's share of State population and reported part 1 violent crime statistics. The grant has no match requirement.

Individual recommended allocations designated by the Department of Justice are: Brazos County- \$0; Bryan- \$65,353; College Station- \$26,245 for a total of \$91,598. Brazos County has been certified as a disparate jurisdiction. As such, all jurisdictions must enter into an Inter-Local Agreement to specify an award distribution to each unit of local government in a manner that will address disparity and furthermore, must apply for funding jointly.

College Station and Bryan Police Departments have agreed to provide 15% of their recommended funding to Brazos County Sheriff's office in an effort to address disparity. As such, the resulting allocation is as follows: Bryan- \$55,550.05; College Station- \$22,308.25 and Brazos County- \$13,739.70.

College Station Police Department will serve as the administering agency.

**Attachments:**

- 1.) Inter-local agreement

**INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into by and between Brazos County, Texas (hereinafter referred to as the "County"), acting through its Commissioners' Court, the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, acting through its City Council; and the City of Bryan, Texas (hereinafter referred to as "Bryan"), a Texas Home Rule Municipal Corporation, acting through its City Council.

**WHEREAS**, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice's 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, as a condition precedent to receiving a JAG award, the County, College Station, and Bryan are required to enter into an inter-local agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

**WHEREAS**, College Station will serve as the applicant/fiscal agent; and

**WHEREAS**, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

**WHEREAS**, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, College Station agrees to provide the County \$13,739.70 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

**WHEREAS**, College Station agrees to provide Bryan \$55,550.05 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

**WHEREAS**, College Station shall use their \$22,308.25 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

**WHEREAS**, College Station, Bryan and the County believe it to be in their best interest to reallocate the JAG funds as described above,

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. College Station agrees to pay the County a total of \$13,739.70 of JAG funds.
2. The County agrees to use the \$13,739.70 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. College Station agrees to pay Bryan a total of \$55,550.05 of JAG funds.
4. Bryan agrees to use \$55,550.05 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. College Station agrees to retain a total of \$22,308.25 of the JAG funds.
6. College Station agrees to use \$22,308.25 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2011.
12. **INDEMNIFICATION.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement 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 be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **CONSENT TO SUIT.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

**CITY OF COLLEGE STATION:**

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

**CITY OF BRYAN:**

City Manager  
City of Bryan  
300 South Texas Avenue  
Bryan, Texas 77803

**BRAZOS COUNTY:**

County Judge  
Brazos County  
300 East 29<sup>th</sup> Street, Suite 114  
Bryan, Texas 77803

16. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor 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.
17. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
18. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
20. **Authority to Enter 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 that they have authorization to sign on behalf of their respective corporations.
21. **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 anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse any other different or subsequent breach.
22. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
23. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
24. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by CITY OF BRYAN.

**CITY OF BRYAN**

\_\_\_\_\_  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

**ACKNOWLEDGEMENT**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, \_\_\_\_\_, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by CITY OF COLLEGE STATION.

CITY OF COLLEGE STATION

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

*Alan C. Fales*  
\_\_\_\_\_  
City Attorney

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by **BRAZOS COUNTY**.

**COUNTY OF BRAZOS**

By:

\_\_\_\_\_  
County Judge

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Counsel for Brazos County

**STATE OF TEXAS**

§  
§  
§

**ACKNOWLEDGEMENT**

**COUNTY OF BRAZOS**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

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

My Commission Expires: \_\_\_\_\_

May 27, 2010  
Consent Agenda Item No. 2d  
Request for Release of Lien on 4905 Lakeway Drive

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, possible action, and discussion regarding a request for release of lien on 4905 Lakeway Drive currently held by the City.

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

**Summary:** Per the provisions of the Economic Development Agreement between the Bryan/College Station Economic Development Corporation acting on behalf of the City of College Station and StataCorp LP, entered into on March, 29, 1999, StataCorp is requesting a release of lien on a three (3) acre parcel of land located at 4905 Lakeway Drive. The lien was originally placed on the property by the City to ensure that StataCorp, LP successfully completed construction of all contracted facilities and realized all required new and additional job and payroll performance.

StataCorp is in compliance with the aforementioned agreements and has met or exceeded all of their contract obligations consisting of capital improvement, job creation and gross payroll increases, and fixtures, furniture and equipment purchases. Performance details of these criteria are identified below.

**Budget & Financial Summary:** StataCorp's required performance under the various agreements and their associated compliance includes:

**Improvements to Property:**

- *Required: 30,000 sq. ft.*
- **Realized: 38,915 sq. ft.**

**Capital Investment (by 2005):**

- *Required: \$3,000,000.00*
- **Realized: \$3,135,470.00 (Current Valuation: \$5,143,270)**

**Furniture, Fixtures and Equipment / Personal Property (by 2005):**

- *Required: \$265,000.00*
- **Realized: \$292,200 (Current Valuation: \$715,070)**

**Annual Incremental Payroll Increase**

- *Required (by 2009): \$2,149,120.00*
- **Realized: \$4,547,814.23**

**Annual Increase in full-time professional and full-time hourly positions**

- *Professional Positions Required (by 2009): 20*
- **Realized: 20**
  
- *Hourly Positions Required (by 2009): 24*
- **Realized: 45**
  
- New full-time professional jobs created averaged at least \$80,000 per year
- New full-time hourly jobs created averaged at least \$11.00 per hour.

**Attachments:**

Attachment 1 – Performance Letter from RVP

Attachment 2 – Release of Lien Document

May 11, 2010

Mr. David Gwin, Director  
Economic & Community Development  
City of College Station  
Post Office Box 9960  
College Station, Texas 77842

RE: Stata Corporation Request for Release of Lien on Property Located at 4905 Lakeway Drive

Dear David:

Please accept this letter as certification that I, as an authorized representative and compliance officer of the Research Valley Partnership, have received and reviewed all Stata Corporation's Statements of Compliance and certify that Stata Corp. has met or exceeded the performance requirements of the Economic Development Agreement entered into on March 29, 1999 by StataCorp, LP and the City of College Station and all other provisions therein.

As such, I request that the City of College Station initiate and process the release of the lien held by the City on three (3) acres of Stata Corporation's property located at 4905 Lakeway Drive, College Station, Texas per the provisions of the previously mentioned Economic Development Agreement.

Sincerely,

Bob Malaise  
Vice President of Economic Development Services  
Research Valley Partnership

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF BRAZOS

I, \_\_\_\_\_, certify that Bob Malaise signed the above statement in my presence on \_\_\_\_\_, 2010.

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

Seal:

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**RELEASE OF LIEN**

**Date:** \_\_\_\_\_, 2010

**Note:**

**Date of Origination:** March 29, 1999

**Original Amount:** NINETY THOUSAND AND NO/100 DOLLARS  
(\$90,000.00)

**Maker:** STATA Corporation a Texas corporation

**Payee:** BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION acting on behalf of the CITY OF COLLEGE STATION, TEXAS

**Date of Maturity:** As provided in said note.

**Holder of Note and Lien:** BRYAN/COLLEGE STATION ECONOMIC DEVELOPMENT CORPORATION acting on behalf of the CITY OF COLLEGE STATION, TEXAS

**Holder's Mailing Address (including county):** 1101 Texas Avenue  
Brazos County  
College Station, Texas 77840

**Note and Lien Are Described in the Following Documents, Recorded in:**

Economic Development Agreement Between the City of College Station, Bryan/College Station Economic Development Corporation and STATA Corporation dated March 29, 1999, recorded in Volume XXXX, Page XX, Official Records of Brazos County, Texas.

Deed of Trust dated June 2, 1999, from STATA Corporation to George K. Noe, Trustee, for Bryan/College Station Economic Development Corporation acting on behalf of the City of College Station, Texas, recorded in Volume 3506, Page 185, Official Records of Brazos County, Texas.

General Warranty Deed dated June 2, 1999, executed by Robert M. Worley, President/CEO of Bryan/College Station Economic Development Corporation, recorded in Volume 3506, Page 182, Official Records of Brazos County, Texas.

Corrected General Warranty Deed dated February 28, 2000, executed by Robert M. Worley, President/CEO of Bryan/College Station Economic Development Corporation, recorded in Volume 3738, Page 0331, Official Records of Brazos County, Texas.

**Property Subject to Lien (including any improvements):**

Being all that certain 3.000 acre tract or parcel of land lying being situated in S.W. ROBERTSON SURVEY, Abstract No. 202 in College Station, Brazos County, Texas, and being a portion of the 200 acre tract conveyed to the City of College Station by the College Station Economic Development Foundation on December 3, 1991 and recorded in Volume 1385, Page 14 of the Official Records of Brazos County, Texas; said 3.000 acre tract or parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

**Holder of the note acknowledges the fulfillment of lien terms and conditions and hereby releases the property from the lien.**

**When the context requires, singular nouns and pronouns include the plural.**

ATTEST:

CITY OF COLLEGE STATION

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

BY: \_\_\_\_\_  
NANCY BERRY, Mayor

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF BRAZOS    §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the day of \_\_\_\_\_, 2010, by **Ben White**, as Mayor of the City of College Station, a Texas municipal corporation, on behalf of said municipality.

---

Notary Public in and for the State of Texas

**PREPARED IN THE OFFICE OF:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**RETURN ORIGINAL DOCUMENT TO:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

FIFTY-NINE  
3,000 ACRE TRACT  
Out of the  
City of College Station 200.00 Acres  
Described in Volume 1385, Page 14  
S.W. ROBERTSON SURVEY, A-202  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, Abstract No. 202 in College Station, Brazos County, Texas and being a portion of the 200.00 acre tract conveyed to the City of College Station by the College Station Economic Development Foundation on December 3, 1991 and recorded in Volume 1385, Page 14 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bound as follows:

COMMENCING at a found 1/2-inch iron rod marking the southeast corner of the 60-foot wide Lakeway Drive right-of-way dedication as described on the Amending Plat of THE BUSINESS CENTER AT COLLEGE STATION, PHASE ONE recorded in Volume 276, Page 55 (O.R.B.C.), said iron rod also marking the westerly boundary corner of said Lakeway Drive right-of-way dedication as described on the Plat of THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO recorded in Volume 287, Page 8 (O.R.B.C.);

THENCE: 43.14 feet in a clockwise direction along the arc of a curve in the northeast line of said Lakeway Drive right-of-way, said curve having a central angle of  $02^{\circ} 56' 33''$ , a radius of 140.00 feet, a tangent of 21.57 feet and a long chord bearing  $S 19^{\circ} 46' 47'' E$  at a distance of 43.14 feet to the Point of Tangency;

THENCE:  $S 18^{\circ} 18' 30'' E$  for a distance of 331.79 feet along said line of Lakeway Drive for a distance of 331.79 feet to a 1/2-inch iron pipe set;

THENCE:  $N 88^{\circ} 37' 05'' E$  for a distance of 150.01 feet to a 1/2-inch iron rod set for an angle point;

THENCE:  $N 39^{\circ} 49' 03'' E$  for a distance of 140.76 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING;

THENCE:  $N 39^{\circ} 49' 03'' E$  for a distance of 114.32 feet to a 1/2-inch iron rod set for corner;

THENCE:  $S 85^{\circ} 30' 00'' E$  for a distance of 225.00 feet to a 1/2-inch iron rod set for corner;

THENCE:  $S 47^{\circ} 38' 05'' E$  for a distance of 288.05 feet to a 1/2-inch iron rod set for corner;

THENCE:  $S 23^{\circ} 27' 50'' W$  for a distance of 244.64 feet to a 1/2-inch iron rod set for the Point of Curvature of a curve to the right;

THENCE: 71.32 feet along the arc of said curve having a central angle of  $04^{\circ} 06' 51''$ , a radius of 1000.00 feet, a tangent of 31.93 feet and a long chord bearing  $S 25^{\circ} 27' 18'' W$  at a distance of 71.81 feet to a 1/2-inch iron rod set for corner;

THENCE:  $N 43^{\circ} 35' 38'' W$  for a distance of 601.69 feet to the POINT OF BEGINNING and containing 3,000 acres of land, more or less.

SURVEYOR'S GENERAL NOTES:

1. **ORIGIN OF BEARING SYSTEM:** The record calls, found iron rods and found concrete monuments along S.H. 6 as identified on the Amending Plat of The Business Center at College Station, Phase One and recorded in Volume 276, Page 55 of the Official Records of Brazos County, Texas were used as the basis of the bearings shown on this survey.
2. According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas Map Number 48011C0205 C, effective July 2, 1992, a portion of this property is located in a 100-year flood hazard area.
3. Survey is valid only if print has original text and signature of Surveyor.
4. Subsurface and environmental conditions were not examined or considered as a part of this survey.
5. The locations of underground utilities as shown hereon are based on above-ground structures and record drawings. No excavations were made during the progress of this survey to locate buried utilities/structures.
6. This area is not included on the FEMA FIRM No. 48011C0205 C, however, according to City of College Station Mapping, this area would be inundated during a 100-year storm event. A detailed topographic survey will more precisely identify the limits.
7. This survey does not constitute a title search by Surveyor. Easements of record reviewed and considered but not shown on this survey are listed below. No abstract of title, nor title commitment was furnished the surveyor. There may exist other documents of record that would affect subject property.
  - (1) Right-of-way easement from Ed S. Wickes to Humble Pipe Line Company, dated July 17, 1919, recorded in Volume 48, Page 614, Deed Records of Brazos County, Texas as amended in instrument dated March 19, 1987, recorded in Volume 959, Page 152, Official Records of Brazos County, Texas. (There is no visible evidence of a pipeline on subject property.)
  - (2) Right-of-way easement from J.E. Marsh, et ux to Gulf States Utilities Company, dated April 1, 1947, recorded in Volume 129, Page 496, Deed Records of Brazos County, Texas. (Blacked) (There is no visible evidence of this utility line on subject property.)
  - (3) Pipeline Easement from Kenneth M. Norris, Trustee to Citgas Gas Company, dated January 27, 1981, recorded in Volume 471, Page 65, Deed Records of Brazos County, Texas. (Blacked) (There is no visible evidence of this pipeline on subject property.)

I, Michael R. McClure, Registered Professional Surveyor No. 2859 in the State of Texas do certify to the best of my knowledge, information and belief and in my professional opinion that this survey is true, correct and agrees with a survey made on the ground under my supervision and that this service substantially conforms to the standards and specifications for a Texas Society of Professional Surveyors Category 1A, Condition II Survey.



*Michael R. McClure* 4/10/10  
Michael R. McClure, R.P.L.S. #2859

**May 27, 2010**  
**Consent Agenda Item No. 2e**  
**Brazos Valley Council of Governments Grant Resolution**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution authorizing the Brazos Valley Council of Governments to assist in funding a portion of advertising for the fall Household Hazardous Waste & Computer Collection event and its solid waste educational program for the Brazos Valley Solid Waste Management Agency in the amount of \$30,000.00.

**Recommendation(s):** Staff recommends approval of the resolution authorizing the funding assistance from the Brazos Valley Council of Governments.

**Summary:** The Brazos Valley Solid Waste Management Agency conducts a semi-annual regional Household Hazardous Waste & Computer Collection event for the disposal and recycling of household hazardous waste and electronic waste. Brazos Valley Solid Waste Management Agency will be able to receive a financial contribution from the Brazos Valley Council of Governments in the amount of \$30,000.00 to assist in funding a portion of advertising for the fall Household Hazardous Waste & Computer Collection event. The resolution will allow BVSWMA to use these funds for television, radio and newspaper advertising that will reach the entire Brazos Valley region, to print flyers to distribute to local and regional schools and to purchase T-shirts for staff and volunteers to promote the Household Hazardous Waste & Computer Collection event.

**Budget & Financial Summary:** The Brazos Valley Solid Waste Management Agency has \$6000.00 in currently budgeted advertising funds that are used to support each Household Hazardous Waste & Computer Collection event. The remaining funds will be used to supplement the cost of collections. **The City of Bryan will also consider a resolution authorizing the application.**

**Attachments:**

1. Resolution

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

**A RESOLUTION OF THE CITY OF COLLEGE STATION, A TEXAS HOME RULE MUNICIPAL CORPORATION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS FOR FUNDING ASSISTANCE RELATIVE TO THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY'S HOUSEHOLD HAZARDOUS WASTE & COMPUTER COLLECTION AND ITS SOLID WASTE EDUCATIONAL PROGRAM.**

WHEREAS, the Brazos Valley Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, the City of College Station in the State of Texas is qualified to apply for grant funds under the Request for Applications; and

WHEREAS, the Brazos Valley Solid Waste Management Agency was created under an interlocal agreement between the Cities of Bryan and College Station, Texas, to provide environmentally sound solid waste disposal services to the Brazos Valley Region ("BVSWMA"); and

WHEREAS, the Cities of Bryan and College Station, Texas, through BVSWMA own and operate the Rock Prairie Road Landfill; and

WHEREAS, BVSWMA operates an area-wide household hazardous waste collection and public education program, a backyard composting public education program, a tire collection area, a do-it-yourself oil drop off recycling center, and a white goods and metals recycling program; and

WHEREAS, the diversion of household hazardous waste, yard waste, oil and tire centers of the Rock Prairie Road Landfill represents prudent and environmentally sound stewardship by reducing the toxicity and quantities of materials disposed in the landfill, and

**BE IT RESOLVED BY THE CITY OF COLLEGE STATION;**

**PART 1:** That the City Council hereby approves the filing of a grant application for \$30,000.00 to educate the community on the proper disposal of household hazardous waste and to promote the semi-annual household hazardous waste collections. The remaining funds will be used to supplement the collections cost.

**PART 2:** That the City Council hereby authorizes the City Manager or his designee to request grant funding under the Brazos Valley Council of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of College Station, Texas, in all matters related to the grant application and any subsequent grant contract and grant project that may result.

**PART 3:** That if the project is funded, the City of College Station, Texas, through BVSWMA will comply with the grant requirements of the Brazos Valley Council of Governments, Texas Commission on Environmental Quality and the State of Texas.

**PART 4:** That grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

**PART 5:** That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**PART 6:** 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

**May 27, 2010**  
**Consent Agenda Item No. 2f**  
**Brazos Valley Grant Authorization**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$16,700.00.

**Recommendation(s):** Staff recommends approval of the grant application with TCEQ and BVCOG in the amount of \$16,700.00.

**Summary:** The Brazos Valley Council of Governments (BVCOG) is now accepting Requests for Project Applications. BVCOG has \$85,405.65 in funding from the Texas Commission on Environmental Quality (TCEQ) for FY 2011 solid waste implementation project grants.

The City of College Station Public Works Staff has completed the grant application and is requesting funding in the amount of \$16,700.00 to purchase 1500 Water Bottles, 3000 Foldable Shopping Totes, 1000 Activity Books, and Brazos Valley Earth Day advertising. These materials will help educate the public about the 4 R's of Recycling: Reduce, Reuse, Recycle, and Rebuy. Brazos Valley Earth Day continues to grow every year; the funding will allow the City of College Station to continue participation as a Hosting Entity alongside City of Bryan, TAMU, Brazos Valley Council of Governments, Keep Brazos Beautiful, Brazos Valley Solid Waste Management Agency, Inc., and the Brazos Valley Children's Museum. The last Earth Day hosted in College Station on April 17 brought more than 2000 people.

**Budget & Financial Summary:** Grant Application in the amount of \$16,700.00, no matching or in-kind funds needed.

**Attachments:**

1. Resolution of Support

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

**RESOLUTION OF THE CITY OF COLLEGE STATION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT ON BEHALF OF THE CITY OF COLLEGE STATION IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF COLLEGE STATION WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE BRAZOS VALLEY COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.**

WHEREAS, the BRAZOS VALLEY COUNCIL OF GOVERNMENTS is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, THE CITY OF COLLEGE STATION, Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLLEGE STATION, TEXAS;

1. That the City Manager or his designee is authorized to request grant funding under the BRAZOS VALLEY COUNCIL OF GOVERNMENTS Request for Applications of the Regional Solid Waste Grants Program in the amount of \$16,700.00 to be used to educate College Station Residents about the importance of Waste Reduction and Recycling through educational materials and Brazos Valley Earth Day, and to act on behalf of THE CITY OF COLLEGE STATION in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, THE CITY OF COLLEGE STATION will comply with the grant requirements of the BRAZOS VALLEY COUNCIL OF GOVERNMENTS, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the COLLEGE STATION CITY COUNCIL in COLLEGE STATION, TEXAS, on this the 27th day of MAY, 2010.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

Approved:

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

**May 27, 2010**  
**Consent Agenda Item No. 2g**  
**COPS Hiring Recovery Program (CHRP) Grant**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the application and acceptance of a U.S. Department of Justice, 2010 COPS Hiring Recovery Program (CHRP) Grant.

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

**Summary:**

In 2009, the Office of Community Oriented Policing Services (COPS Office) announced the availability of funding under the COPS Hiring Recovery Program (CHRP). At that time, the COPS Office received funds from the American Recovery and Reinvestment Act of 2009 to address the personnel needs of state, local, and tribal law enforcement.

While the City of College Station applied in 2009, the City was not selected as an award recipient at that time. Agencies with a pending 2009 CHRP application will be invited to provide targeted updates to their pending applications which will then be re-evaluated.

There is no local match requirement for CHRP, but grant funding will only be provided for current entry-level salary and benefits. Therefore, any other associated costs will be the responsibility of the grantee agency.

CHRP grants will provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a future date, as a result of local budget cuts.

At the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHRP grant for a period of at least 12 months beyond the time the funding expires for a given position. The retained CHRP-funded position(s) should be added to the grantees law enforcement budget with local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

The College Station Police Department will be applying to fund 6 full time entry level police officers identified as staffing needs in the "Blueprint for the Future" but have not yet been funded.

**Budget & Financial Summary:**

Anticipated fiscal impacts for these positions are as follows:  
FY10/11- \$xxx; FY11/12- \$xxx; FY12/13- \$xxx; after grant expiration FY13/14- \$xxx.  
These costs are required costs for proposed positions above and beyond those costs approved by the grant. These costs include such items as: equipment, uniforms, training, patrol cars, position upgrades all which are in line with the department's "Blueprint for the Future".

**Attachments:**

- 1.) Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEES TO EXECUTE DOCUMENTS NECESSARY FOR THE SUBMISSION OF A GRANT APPLICATION FOR COMMUNITY ORIENTED POLICING SERVICES HIRING RECOVERY PROGRAM (CHRP) FUNDS ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES THAT MAY ARISE DURING PROCESSING OF SAID APPLICATION.

WHEREAS, the City Council of College Station has expressed commitment to providing for the health and safety of its citizens; and

WHEREAS, the City of College Station Police Department's current Community Oriented Policing Program has successfully demonstrated that the problem-solving approach to policing is effective in building positive relationships with citizens and neighborhoods; and

WHEREAS, the Department of Justice has issued a Notice of Funding Availability for CHRP funding to assist law enforcement agencies to create and preserve sworn officer jobs and increase their community policing capacity and crime prevention efforts; and

WHEREAS, the eligible activities under CHRP are consistent with the strategies identified in the Police Department's Operational Plan; and

WHEREAS, eligible activities under CHRP can be expected to enhance the City's existing Community Policing services, and alleviate health and safety concerns.

WHEREAS, the City Council acknowledges that the grant requires the City to pay any associated costs above entry level sworn officer salary and benefits.

WHEREAS, the City Council acknowledges that the grant requires the City to retain said positions for at least 12 months after the 36 months of federal funding has expired for each position; now, therefore,

BE IT RESOLVED by the City Council of the City of College Station:

PART 1: That the City Council hereby authorizes the City Manager or his designees to execute documents necessary for the submission of a grant application for Community Oriented Policing Services Hiring Recovery Program funds to the U.S. Department of Justice on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

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

ADOPTED this 27<sup>th</sup> day of May, 2010.

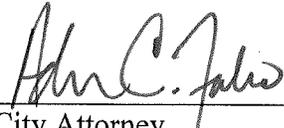
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**May 27, 2010**  
**Consent Agenda Item No. 2h**  
**Regional Infrastructure Improvement Zones**

**To:** Glenn Brown, City Manager

**From:** Hayden Migl, Assistant to the City Manager

**Agenda Caption:** Presentation, possible action and discussion supporting legislative action to establish regional infrastructure improvement zones into federal tax law.

**Recommendation(s):** The Council Transportation Committee unanimously recommended approval and that a resolution of support be sent to the City Council for their consideration.

**Summary:** This item is brought forward at the request of the Council Transportation Committee.

Michael Parks with the Brazos Valley Council of Governments presented at the January CTC meeting an alternative transportation funding source proposal that is currently circulating on Capitol Hill.

The Regional Infrastructure Investment Zone would help fund transportation projects by giving tax credits to businesses that contributed funds towards transportation projects. The zone, which is similar to a tax increment reinvestment zone, would have to be set up by a local entity such as the Council of Governments or the Metropolitan Planning Organization, through a regional process.

A resolution endorsing the proposed legislation was brought to the Committee at its March meeting and it received unanimous approval that it should be sent to Council for their consideration with a recommendation of approval. If approved, the resolution will be sent to the City's representatives in the US House and Senate.

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

**Attachments:**

1. Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SUPPORTING THE ESTABLISHMENT OF REGIONAL INFRASTRUCTURE IMPROVEMENT ZONES (RIIZs) INTO FEDERAL TAX LAW TO ASSIST IN ADDRESSING THE NATIONWIDE INFRASTRUCTURE FUNDING SHORTFALL.

WHEREAS, the infrastructure inadequacies plaguing our communities – crumbling bridges, aging highways, rail, ports, and mass transit, and deteriorating water and sewer systems – are in dire need of maintenance and improvement;

WHEREAS, the American Society of Civil Engineers estimates the national infrastructure needs more than \$2.2 trillion dollars over the next five years to maintain its current status;

WHEREAS, the State of Texas will be home to 33 million people by 2030, requiring strategic investments in critical infrastructure to keep up with growth in the State’s economy and population;

WHEREAS, in 2005, States and localities accounted for 75 percent of total infrastructure spending;

WHEREAS, federal, state and local budgets are under constraints and cuts;

WHEREAS, RIIZs provide an innovative opportunity to allow regional and local solutions to infrastructure funding challenges by encouraging private-sector investment through a favorable tax treatment of funds and streamlined, established approval processes;

WHEREAS, RIIZs further defines a commitment to upgrading our infrastructure nationwide, while protecting our environment, boosting the economy and creating jobs;

WHEREAS, RIIZs uphold proven regional and local infrastructure investment decision-making processes by going through the local regional planning organization, and maintaining consistency, transparency and accountability, tying infrastructure investments closely to a region’s approved plans, the local community’s needs and the overall public good;

WHEREAS, regional planning organizations and our governing boards of appointed and local elected officials are knowledgeable about infrastructure issues, and have expertise in regional infrastructure financing, planning and development, and implementing new strategies to determine appropriate infrastructure investments;

WHEREAS, local governments own and operate the majority of our nation’s infrastructure and the local elected officials are closest to the people, being accountable and responsive to the needs of communities;

WHEREAS, RIIZs offer new options to fund infrastructure improvements and construction – urban, suburban and rural – that are shelf-ready, many of which are critical to preserving, maintaining and making our system safer; and

WHEREAS, RIIZs are revenue positive for government by providing the private entity only the marginal tax rate on investments made; now, therefore,

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

- PART 1: That the City Council authorizes the City of College Station to call upon Congress to enact legislation enabling the establishment of RIIZs, and
- PART 2: That a copy of this resolution be forwarded to all members of Congress from Texas.
- PART 3: That the City Council fully endorses the establishment of RIIZs into federal tax law and hereby requests the Central Texas congressional delegation to actively advocate for the enactment of RIIZ legislation.

ADOPTED this the \_\_\_ day of May 27, A.D. 2010.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**May 27, 2010**  
**Regular Agenda Item No. 1**  
**Ch. 13 Flood Hazard Protection – Additional Freeboard**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion an ordinance amending City of College Station Code of Ordinances Chapter 13 increasing the minimum requirement for finish floor elevations on all buildings from the current one foot above the Base Flood Elevation (BFE) to two feet.

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

**Summary:** This regulation would only apply to areas FEMA has designated as Special Flood Hazard Areas (SFHA). The required minimum height above the BFE is commonly referred to as “freeboard”. This freeboard functions as a safety buffer in the event that a flooding event exceeds the 100 year flood heights. This can occur due to an unusual rainfall event, or debris accumulation causing blocking the flow of water.

Raising the minimum height of finish floors in relation to the floodplain would increase flood safety for occupants of buildings subsequently constructed in FEMA floodplain. Additionally, increasing the freeboard from one foot to two will decrease the individual associated flood insurance premiums as much as 50%. There is also related credit for increased standards such as freeboard which would apply to all flood numerous cities and counties in Texas and across the nation have similarly increased freeboard ordinances in place.

Increasing the freeboard is a Council initiated effort for enhanced floodplain management dating back to 2008.

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

**Attachments:**

1. Ordinance

**May 27, 2010**  
**Regular Agenda Item No. 2**  
**Update on FY 10 Budget and FY 11 Budget Planning**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on an update of the City of College Station FY 10 Budget, and FY 11 Budget Planning.

**Recommendation(s):** Staff recommends the City Council receive the report and provide any desired direction.

**Summary:** Staff will be presenting an update on the status of the FY 10 Budget and an update on the planning for the FY 11 Budget. This update will include a status report key revenue streams.

**Budget & Financial Summary:** Information will be presented at the workshop meeting.

**Attachments:**

**May 27, 2010**  
**Regular Agenda Item No. 3**  
**Audit Committee Appointment**

**To:** Mayor and Members of the City Council  
**From:** Ty Elliott, City Internal Auditor

**Agenda Caption:** Presentation, possible action, and discussion regarding appointing two new council members to the Audit Committee.

**Recommendation(s):** Appoint two new council members to the Audit Committee.

**Summary:**

The Audit Committee consists of three council members, and two spots are currently vacant. Prior to May 17, 2010, the Audit Committee consisted of council member Lawrence Stewart (chair), former Mayor Ben White, and former council member James Massey.

The audit committee plays a key role, standing at the intersection of management, external auditors, and the City Internal Auditors. The roles of the Audit Committee include (but are not limited to) overseeing:

- the financial reporting and disclosure process,
- the choice of accounting policies and principles,
- the hiring, performance and independence of the external auditors, and
- the performance of the internal audit function.