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Mayor
Nancy Berry
Mayor Pro Tem
Dave Ruesink
City Manager
David Neeley

Council members
Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, March 08, 2012 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 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

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

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

a. Presentation, possible action, and discussion of minutes for:

- February 23, 2012 Workshop and Regular Council Meeting

b. Presentation, possible action, and discussion regarding a resolution to approve the professional services contract (Design Contract 12-034) with Bleyl & Associates, Inc. in the amount of \$297,239.00, for the planning, design, and construction phases services of the Cooner Street Reconstruction Project (ST1201).

- c. Presentation, possible action and discussion regarding the approval of a fire rescue services recovery program requiring adoption of the following:
 - a. A service contract with Advanced Data Processing Inc. for revenue recovery for fire emergency and rescue services;
 - b. An ordinance amending Chapter 6 (Fire Protection), Section 4 of the Code of Ordinances establishing a charge for certain emergency and fire rescue services;
 - c. An ordinance amending Chapter 14 (Service Fees), Section 3 of the Code of Ordinances adding emergency and rescue fees to the list of authorized fees; and
 - d. A resolution adding emergency and rescue service fees to the Fire Department Fees charged as set forth in Chapters 6 and 14 of the "Code of Ordinances."
- d. Presentation, possible action, and discussion regarding a purchase agreement for dewatering chemical (polymer) with BASF Corporation not to exceed \$158,400.00, and a purchase agreement for dewatering chemical (polymer) with Atlantic Coast Polymer, Inc. not to exceed \$69,720.00.
- e. Presentation, possible action, and discussion on a bid #12-036 award for the annual agreement for wire and cable to be stored in inventory as follows: Techline \$809,550.00
- f. Presentation, possible action, and discussion on an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to powdercoat the signal poles as part of their project to improve the SH 6 and Southwest Parkway interchange. The estimated cost of the City's participation is not to exceed \$8,000.
- g. Presentation, possible action, and discussion recommending approval for the water meter purchase contract with Aqua-Metric Sales Co. for the amount of \$149,432.70.
- h. Presentation, possible action, and discussion on a Termination Agreement terminating the Borrowed Employees Agreement between BSWMA, Inc and the City of College Station.
- i. Presentation, possible action, and discussion authorizing the payment of an economic development incentive in the total amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

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.

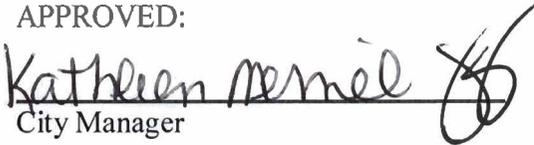
Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will 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 regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 11 acres located at 410 Texas Avenue, generally located at the northwest corner of the intersection with University Drive, from R-2 Duplex Residential, R-4 Multi-Family, C-1 General Commercial, and C-2 Commercial-Industrial to PDD Planned Development District.
2. Presentation, possible action, and discussion regarding an appointment to the Keep Brazos Beautiful Board of Directors. Directors are appointed to the Board for a three (3) year term.
3. Adjourn.

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

APPROVED:


 Kathleen Mermel
 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, March 08, 2012 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 2nd day of March, 2012 at 5:00 p.m.


 Sherry Massman
 City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on March 2, 2012 at 5:00 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 _____, 2012 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2012.

Notary Public – Brazos County, Texas

My commission expires: _____

City Council Regular Meeting
Thursday, March 8, 2012

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

March 8, 2012
City Council Consent Agenda Item No. 2a
City Council Minutes

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- February 23, 2012 Workshop and Regular Council Meeting

Attachments:

- February 23, 2012 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
FEBRUARY 23, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:04 p.m. on Thursday, February 23, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

Items 2b, and 2e were pulled for additional clarification.

2b: Molly Hitchcock, Planning and Development Services, explained the City will be advocating on behalf of the project in their application for tax credits. This helps their application be more competitive. She clarified we are supporting the project, and we did this in 2004 as well.

2e: Jeff Capps, Chief of Police, explained that from an educational standpoint, there are procedures in place for filing a complaint, and the racial profiling report is available to the public in the City Secretary's Office and online.

2. Presentation, possible action, and discussion on the printing plan for the 75th Anniversary book.

Jerry Cooper, a representative of the Historic Preservation Committee, reported they plan to utilize the 1988 history book and create a continuation of the last 25 years to bring it up to date. We are in negotiation with an author, but those contract negotiations have not been completed. To save money, they researched an on-demand publishing company, but it is hard to pin down costs without a manuscript and photos in hand. It is essential the manuscript project begin immediately as we are only a year and a half away from the 75th anniversary celebration.

He has also been in contact with a turn-key publisher. The difference between a turn-key publisher and on-demand printing is considerable. On-demand printing allows the ordering of limited quantities as well as reprints, while a turn-key publisher calls for ordering a specific quantity of books with a 25% down payment and the remainder due upon publication and delivery. Donning Publishers has submitted a proposal for publishing the book, proposing a self-funding scenario in which the City could provide a list of potential or preferred sponsors who could be reimbursed by the City as the books are sold. He provided the Council with an example from Texas City. They purchased one thousand 96-page hard-cover books at \$24 per book. Those books were 75-80% color. So far, they have sold a total of 350 books.

Council also discussed the option of providing the book online and possible downloading for on-demand printing.

Jay Socol, Director of Public Communications, in response to a query by Council, stated he does not see this as a destination-marketing tool. He does believe the book could be used as a resource well into the future.

Council consensus was to move forward with the manuscript.

3. Presentation, possible action, and discussion regarding the development of an Economic Development Master Plan. (This item is also on consent agenda item 2i.)

Bob Cowell, Executive Director of Planning and Development Services, stated the relationship to the strategic initiatives relate to the diverse growing economy and the FY12 budget item. The Comprehensive Plan includes an Economic Development Chapter (Chapter 4), which establishes broad context and broad preliminary goals, strategies, and actions. The stated goal in the Economic Chapter is "A diversified economy generating quality, stable, full-time jobs; bolstering the sales and property tax base; and contributing to a high-quality of life." Strategies that will be deployed to achieve that goal include: 1) promote and support new investment that serves regional market opportunities; 2) promote and support the establishment, retention, and expansion of locally-owned businesses; 3) promote and support the attraction of festivals, entertainment, conferences, conventions, and other special events for the purpose of economic

growth; 4) identify and pursue redevelopment opportunities that further desired community character; and 5) protect and buffer prime economic generators from development that is out of character or that creates or contributes to decreased service levels.

Randall Heye, Economic Development Analyst, stated they are looking at a hybrid approach. A contracted firm will provide specific deliverables and professional services, while staff is responsible for overall compilation and writing of the document. The scope of work has three phases: 1) economic base analysis and existing conditions; 2) evaluation of opportunities and constraints; and 3) goals and strategies. They hope to bring this to Council in approximately nine-to-twelve months. Staff recommends a three-firm team: CDS Market Research – Charlie Savino; Spillette Consulting – Steve Spillette; and Avalanche Consulting – Amy Holloway.

4. Presentation, possible action, and discussion regarding the approval of changes to the electric rate ordinance lowering the rates charged for Wind Watts wind power effective March 1, 2012. (This item is also on consent agenda item 2j.)

David Massey, Electric Division Manager, reported that we purchase our wind energy from South Trent Wind Farm, west of Abilene. Our contract capacity grew from 10 Megawatts in 2009 to 30 Megawatts in 2015. Issues in January 2009 included transmission costs out of West Texas, transmission congestion. Since then, the ERCOT transmission construction schedule lessened congestion costs so that costs are much lower than previous years. ERCOT transmission construction has significantly strengthened ties to West Texas. Existing wind watts rates are based upon the program cost to deliver certified wind energy and the Green College Station Program Adder.

Staff recommends that Council approve the Revised Electric Rate Ordinance to eliminate the Green College Station Adder, effective March 1, 2012.

5. Presentation, possible action, and discussion regarding potential agenda items for the March 7th joint meeting of the College Station City Council and the College Station Independent School District Board of Trustees.

Proposed agenda items by CSISD and City staff include:

- Update on school finance
- College Station High School construction update and future capital projects/plans
- State assessment Program update (STARR/End of Course exams)
- Wolf Pen Creek TIF update
- Discussion regarding possible future collaboration between City and CSISD
- District demographics and impact of poverty on the district
- Collaboration on athletic events/programs

6. Council Calendar

- **February 24 Britt Rice Lecture Series - Mary Matalin and James Carville at Annenberg Conference Center, 5:00 p.m.**
- **March 1 P&Z Workshop/Regular Meeting in Council Chambers at 6:00 p.m. (Karl Mooney, Liaison)**

- March 1 2012 CSPD Annual Awards Banquet at A&M Church of Christ, 6:45 p.m.
- March 7 Special Joint Meeting COCS and CSISD at College Station Transportation Center, 6:00 p.m.
- March 8 City Council Workshop/Regular Meeting at 3:00 p.m. and 7:00 p.m.

Council reviewed the Council calendar.

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

There were no future agenda items requested.

8. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Neighborhood Parking Taskforce, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Zoning Board of Adjustments.

Councilmember Fields reported that the Arts Council is excited about the newly appointed ad hoc committee. He also reported that he attended the Coalition for Life banquet.

9. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, the College Station City Council convened into Executive Session at 5:12 p.m. on Thursday, February 23, 2012 in order to continue discussing matters pertaining to:

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

- City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023

- Shirley Maguire and Holly Maguire vs. City of College Station, Cause No. 11-0025 16-CV-272, in the 272nd District Court of Brazos County, Texas
- Legal issues re Texas RE certification requirements.

B. Consultation with Attorney to seek legal advice; to wit:

- To discuss various legal options for a public-private partnership for the extension of Dartmouth Street.

The Executive Session adjourned at 6:35 p.m. on Thursday, February 23, 2012.

No action was required from Executive Session.

13. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:35 p.m. on Thursday, February 23, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
FEBRUARY 23, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:00 p.m. on Thursday, February 23, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

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

The Pledge of Allegiance was led by College Station Boy Scout Troop 802.

Citizen Comments

There were no Citizen Comments.

CONSENT AGENDA

- 2a. Presentation, possible action, and discussion of minutes for:
- February 9, 2012 Workshop and Regular Council Meeting
- 2b. Presentation, possible action, and discussion regarding Resolution 02-23-12-2b, supporting the planning efforts for the Medical District and acknowledge the economic development initiatives of the planned infrastructure improvements in the area.
- 2c. Presentation, possible action, and discussion regarding a change order to cancel the design contract (10-067) with HDR Engineering, Inc., for the Raymond Stotzer West Infrastructure Project due to a change in the water and wastewater service plan.
- 2d. Presentation, possible action, and discussion regarding Resolution 02-23-12-2d, improving efficiency of contract administration procedures.
- 2e. Presentation, possible action and discussion regarding the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session.
- 2f. Presentation, possible action, and discussion on Resolution 02-23-12-2f, related to the application and acceptance of an Office of the Governor, Criminal Justice Division (CJD) Grant.
- 2g. Presentation, possible action, and discussion regarding Resolution 02-23-12-2g, suspending the March, 6th 2012 Effective Date of Atmos Energy Corp., Mid-Tex Division's requested rate change.
- 2h. Presentation, possible action, and discussion Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02.
- 2i. Presentation, possible action, and discussion regarding Resolution 02-23-12-2i, selecting a professional contractor, approving professional services contract, and Authorizing the expenditure of funds for the development of an Economic Development Master Plan in an amount not to exceed \$94,885.
- 2j. Presentation, possible action, and discussion regarding Ordinance 2012-3397, approving changes to the electric rate ordinance lowering the rates charged for Wind Watts wind power effective March 1, 2012. (This item is also on the workshop agenda.)
- 2k. Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas (TxDOT) for the College Main Plaza and Patricia/Lodge Street Improvements.
21. Presentation, possible action and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas (TxDOT) for the Rock Prairie Road Bridge Improvements.

2m. Presentation, possible action, and discussion regarding Resolution 02-23-12-2m, awarding the bid and approval of construction contract #12-089, with VOX Construction, L.L.C., in the amount of \$95,625 for site improvements in Georgie K. Fitch Park, to include sidewalks, area lights, trees, irrigation, signage, and a drinking fountain.

Items 2b, 2e, 2g, and 2i were pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less items 2b, 2e, 2g, and 2i. The motion carried unanimously.

(2b)MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 02-23-12-2b, supporting the planning efforts for the Medical District and acknowledge the economic development initiatives of the planned infrastructure improvements in the area. The motion carried.

(2e)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to approve the annual traffic contact report required annually by Senate Bill 1074, of the Texas 77th legislative session. The motion carried unanimously.

(2g)MOTION: Upon a motion made by Councilmember Ruesink and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 02-23-12-2g, suspending the March, 6th 2012 Effective Date of Atmos Energy Corp., Mid-Tex Division's requested rate change. The motion carried unanimously.

(2i)MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 02-23-12-2i, selecting a professional contractor, approving professional services contract, and Authorizing the expenditure of funds for the development of an Economic Development Master Plan in an amount not to exceed \$94,885. The motion carried.

REGULAR AGENDA

1. Presentation, possible action and discussion on a bid award for the annual agreement for various electrical items and electric meters to be stored in inventory as follows: Stuart C. Irby \$25,790.00 (\$21,700 to be decided in Tie-Break); HD Supply \$1,600; KBS \$156,147.10; Techline \$790,691; Priester Mell and Nicholson \$76,852 (\$21,700 to be decided in Tie-Break); Texas Meter & Device \$7,438.80; Wesco \$11,363. Total estimated annual expenditure is \$1,048,181.90.

A representative of College Station Boy Scout Troop 802 drew the lot to break the tie. Stuart C. Irby Company was the name pulled from the hat.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to award the bid to Stuart C. Irby Company, as determined in the tie breaker. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Resolution 02-23-12-02, determining the public necessity to acquire right-of-way and easements along Rock Prairie Road West, between State Highway 6 and Normand Drive.

At approximately 7:26 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:26 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 02-23-12-02, determining the public necessity to acquire right-of-way and easements along Rock Prairie Road West, between State Highway 6 and Normand Drive. The motion carried.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:35 p.m. on Thursday, February 23, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

March 8, 2012
Consent Agenda Item No. 2b
Cooner Street Roadway and Utility Rehabilitation
Design Contract
Project No. ST1201

To: David Neeley, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to approve the professional services contract (Design Contract 12-034) with Bleyl & Associates, Inc. in the amount of \$297,239.00, for the planning, design, and construction phases services of the Cooner Street Reconstruction Project (ST1201).

Relationship to Strategic Goals: Neighborhood Integrity – Continue investments in maintaining and rehabilitating infrastructure and facilities in neighborhoods.

Recommendation(s): Staff recommends approval of the professional services contract.

Summary: Cooner Street is located within the neighborhood known as College Heights located north of University Drive and east of Texas Avenue. The pavement is in poor condition as the existing asphalt pavement has deteriorated to a point where rehabilitation is necessary in order to prevent constant maintenance. The existing utilities located in this area are more than 30 years old and need to be replaced to maintain reliable utility service and accommodate future growth in the area. Cooner Street does not have any subsurface storm drainage system in place and sections of the street have shown standing water during minor rainfall events. Drainage improvements are included in the scope of this project.

Bleyl & Associates, Inc. was awarded the contract based on their past experience as demonstrated in their response to the Request for Qualifications (RFQ #12-015).

Budget & Financial Summary: Funds in the amount of \$2,306,000 are included in the Streets, Water and Wastewater Capital Improvement Projects Funds for the design and construction of this project. Design is scheduled for FY12 and construction for FY13. The design of the Cooner Street and Utility rehabilitation will be paid for with CDBG funds. The majority of the Street rehabilitation construction will be paid for with CDBG funds as well. However, it is anticipated that approximately \$127,366 of the balance of the Barron Road authorization will be needed to supplement the cost of the street construction. The water and wastewater utility rehabilitation construction will be paid for from the respective capital funds.

Attachments:

- 1.) Resolution
- 2.) Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE COONER STREET RECONSTRUCTION PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the design and construction phase services; and

WHEREAS, the selection of Bleyl & Associates, Inc. is being recommended as the most highly qualified provider of the design and construction phase services; now, therefore,

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

PART 1: That the City Council hereby finds that Bleyl & Associates, Inc. is the most highly qualified provider of the services for Cooner Street Reconstruction Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Bleyl & Associates, Inc. for an amount not to exceed \$297,239.00 for the design phase services related to the Cooner Street Reconstruction Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water, Wastewater, and Streets Capital Improvements Fund in the amount of \$2,306,000.00.

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

ADOPTED this _____ day of _____, A.D. 2012.

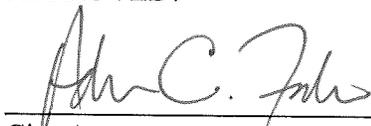
ATTEST:

APPROVED:

City Secretary

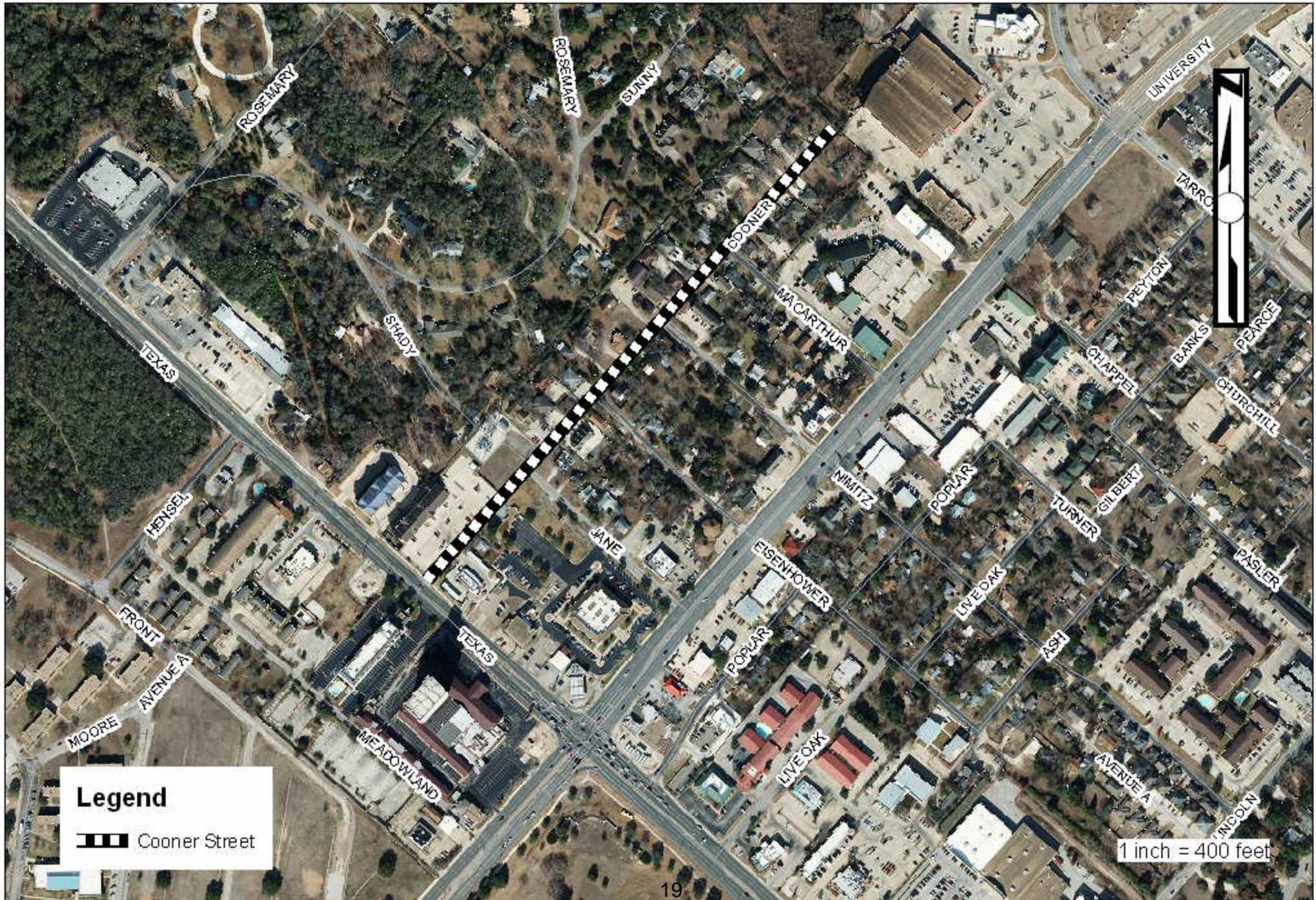
MAYOR

APPROVED:



City Attorney

Cooner Street Reconstruction Project Location Map



March 8, 2012
Consent Agenda Item No. 2c
Revenue Rescue Cost Recovery Program

To: David Neeley, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a fire rescue services recovery program requiring adoption of the following:

- a. A service contract with Advanced Data Processing Inc. for revenue recovery for fire emergency and rescue services;
- b. An ordinance amending Chapter 6 (Fire Protection), Section 4 of the Code of Ordinances establishing a charge for certain emergency and fire rescue services;
- c. An ordinance amending Chapter 14 (Service Fees), Section 3 of the Code of Ordinances adding emergency and rescue fees to the list of authorized fees; and
- d. A resolution adding emergency and rescue service fees to the Fire Department Fees charged as set forth in Chapters 6 and 14 of the "Code of Ordinances."

Strategic Initiative: Core Services and Infrastructure – Plan for and invest in services and equipment necessary to meet projected needs, Maintain and rehabilitate equipment. Financially Sustainable City – Maintain and rehabilitate equipment, Diversity in revenue sources, Set fees to recover costs of delivery of services at appropriate levels.

Recommendation(s): Staff recommends approval of the Revenue Rescue Cost Recovery Program.

Summary: The Revenue Rescue cost Recovery Program is utilized to recover some of the costs associated with the response to emergencies in the College Station Fire Department's response area. The costs associated with response to vehicle accidents where hazardous materials such as gasoline, diesel fuel, anti-freeze are spilled and have to be properly cleaned up and response to accidents where injured persons have to be cut from their vehicle with the hydraulic rescue tools (Jaws of Life) are examples of the types of services that will be recovered through this program. The funds that would be collected are from the responsible party's insurance company. These funds for these types of costs are already part of the insured person's insurance premiums. Currently the City of Bryan, members of the Brazos County Volunteer Fire Departments, San Angelo, Georgetown, Greenville and Dallas are some of the Texas cities utilizing the Revenue Rescue program. Revenue Rescue is currently in discussions with Frisco, San Marcos and Sugarland at this time for possible contracts in their jurisdictions. The City of Bryan has a contract with Revenue Rescue and we are piggy-backing on their contract.

Staff has developed an ordinance for council consideration adopting a schedule of costs associated with the recovery to be billed to insurance companies. Private property not commercially owned, operated or zoned for individuals without insurance would be exempt from the costs.

Budget & Financial Summary: The estimate from the Revenue Rescue program indicates that the City of College Station could receive approximately \$126,000 annually from the use of this program. The payment to the Contractor Advanced Data Processing Inc. will not exceed \$40,000 per payment.

Attachments:

Revenue Rescue Contract – on file in the City Secretary's Office
Ordinance Amending Chapter 6 - Fire Protection
Ordinance Amending Chapter 14 – Service Fees
Resolution

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Advanced Data Processing Inc.** (the "Contractor"), for the following work: Revenue Recovery for Fire Emergency and Rescue Services, a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's services, Contractor shall be paid by City monthly pursuant to Exhibit "B". Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. a. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two 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.

5. Except as provided hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). It is a condition precedent that the City Council of the City of College Station adopt an ordinance establishing fees to be assessed as set forth therein and which is the subject matter of this Contract. If, for any reason, the ordinance establishing fees is repealed, the contract shall become null and void and shall terminate except as to those fees assessed before the effective date of any such repeal.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$50,000.00)**

 AK A.

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

- OR -

 AK B.

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the

City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

ADVANCED DATA PROCESSING, INC.

BY: 
Printed Name: Doug Shamon
Title: President

January 27, 2012
Date

CITY OF COLLEGE STATION

BY: _____
Mayor

Date

ATTEST:

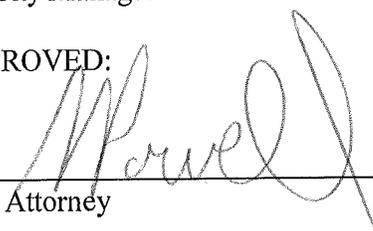
City Secretary

Date

CITY OF COLLEGE STATION

BY: _____
City Manager

Date

APPROVED: _____

City Attorney

Date

Executive Director Business Services

Date

Exhibit A

SCOPE OF SERVICES

SCOPE OF SERVICES

1. **SCOPE OF PROJECT.** During the term of this contract, CONTRACTOR shall be responsible for the billing of all charges and fees relating to the services provided herein.
2. **BILLING OF ACCOUNTS.**

2.01 Definitions – When used in this Agreement, the following terms have the following meaning:

“Accounts Receivable” – means unpaid bills for services rendered by the CITY for fire protection and suppression services and Motor Vehicle Accidents (MVA).

“Electronic Incident Report Form” or “E.I.R.F.” – means an electronic form, or in other format acceptable to the CONTRACTOR, that the CITY sends to the CONTRACTOR with information about an Account Receivable owed to the CITY.

2.02 Billing - The CONTRACTOR agrees to provide and maintain a billing office on behalf of the CITY for the purpose of collecting Accounts Receivable due the CITY. Upon request of the CITY (which is agreed to mean upon receipt of each E.I.R.F. by the CONTRACTOR), the CONTRACTOR will file Claim Forms with insurance companies or other appropriate documentation with other individuals or entities, in the name of the CITY, in an attempt to facilitate payment of Accounts Receivables for services rendered by the CITY. The CONTRACTOR, in the name of the CITY, may also mail statements, telephone or otherwise contact the responsible party(s), their insurance company and/or other entities or individuals in order to attempt to collect those Accounts Receivable owed to the CITY by the responsible party(s).

2.03 Information submissions - The CONTRACTOR will develop and provide a custom E.I.R.F. and a paper run form to the CITY at no cost. The CITY will complete and submit to the CONTRACTOR, in an electronic format on the E.I.R.F., all relevant information as indicated on the E.I.R.F. or any information requested by the CONTRACTOR. Such information will be immediately updated or provided to the CONTRACTOR when any additions or changes to that information become available. All incomplete E.I.R.F. received by the CONTRACTOR will be evaluated by the CONTRACTOR and, at its sole discretion, either acted upon or returned to the CITY for completion of the relevant information necessary for processing.

2.04 Correct Information - The CONTRACTOR will rely on the CITY to submit accurate and correct information relating to the services provided and the recipients of those services. To the extent permitted by applicable law, the CITY assumes all responsibility and liability for inaccurate or incomplete information or unfounded or unreasonable submissions provided to the CONTRACTOR and shall indemnify the CONTRACTOR, in accordance with Section 7 hereof, for the content of the inaccurate or incomplete unfounded or unreasonable submissions provided to the CONTRACTOR and any resulting effect, claim, liability, damage or legal action resulting from such inaccurate or incomplete information or unfounded or unreasonable submissions. The CITY will immediately update and correct any information, as

it becomes available, that it has provided to the CONTRACTOR.

CITY will provide CONTRACTOR with its approved billing policies and procedures including fee schedules and collection protocols. CITY will be responsible for engaging any third party collection service for uncollectible accounts after CONTRACTOR has exhausted its collection efforts.

2.05 Legal Action - The CONTRACTOR shall have no liability or responsibility to the CITY for any amounts uncollected and in no event shall the CONTRACTOR be required to bring legal action for the collection of any uncollected amounts. After ninety (90) days of unsuccessful attempts to receive payment for an E.I.R.F. account, should the CITY decide, in its sole discretion and acting independently of the CONTRACTOR, that legal action is the proper course of action to effect collection of an account, the CONTRACTOR may, upon written request of the CITY, provide any and all documentation to the CITY's legal representative or attorney with the understanding that any and all actions, costs, liabilities or damages associated with such legal actions shall be the sole responsibility of the CITY.

2.06 Monies Received - CITY will provide a Lock Box address to CONTRACTOR and will instruct Lock Box to forward all Lock Box documents to CONTRACTOR for processing. CITY will provide CONTRACTOR with Daily Bank Balance Reporting capabilities via the bank's designated web site. In the event the CITY does not maintain a lockbox, the CITY will immediately notify the CONTRACTOR of payment or other satisfaction of any E.I.R.F. account referred to the CONTRACTOR for billing or collections that have been paid directly to the CITY.

CITY will timely process refunds identified by CONTRACTOR for account overpayments.

2.07 Reporting - By the fifteenth of each month, the CONTRACTOR will provide a detailed reporting and month end closing report to the CITY that identifies all accounts known to be collected during the prior month.

2.08 Responsibility for Monies Owed - It is expressly understood by the CITY that the CONTRACTOR is in no way responsible for any monies or other valuable considerations owed to the CITY; i.) for services rendered to any recipient by the CITY; ii.) that the CONTRACTOR is unable to collect in full or in part and/or; iii.) deemed not collectable or retrievable by the City. The CITY shall determine a fee to be uncollectable or not retrievable pursuant to guidelines to be provided by City relating to required efforts by CONTRACTOR to trace or find a recipient, the number of times to make contact, over what period of time to make such efforts, and other relevant criteria determined by the CITY. In such instances, the CITY authorizes CONTRACTOR to collect any amount up to the amount owed CITY.

2.09 Promptness of Submissions - The CITY agrees to submit the E.I.R.F forms to the CONTRACTOR in an expeditious and timely manner. It is understood by both parties that the timely filing of a claim for reimbursement of services relating to an incident covered by insurance or another entity or individual will stand a better chance of being paid if the claim is submitted in a prompt and complete manner. To this end, both the CITY and the CONTRACTOR shall make every effort to expedite the flow of information and paperwork and shall institute guidelines and training within their respective organizations to accomplish

this task.

3. DATA MANAGEMENT; DATA ENTRY; ADDITIONAL RECORDS ON WEB ACCESS SYSTEM

3.01 *Web Access System.* CONTRACTOR may grant to CITY electronic access to all records on file regarding CITY including, but not limited to billing records, and correspondence regarding accounts. It shall be the responsibility of CITY to provide its own necessary computer equipment, computer communication equipment capable of connecting to the Internet and accessing CONTRACTOR's Internet server (hereinafter referred to as "Web Access System").

3.02 *Web Access System Training.* Upon request of CITY, CONTRACTOR will provide on-site training class at least twice annually on the use of the Web Access System at a time determined to be mutually convenient to the parties.

3.03 *Limitation of Access to Web Access System.* In the event that web access is provided by CONTRACTOR, access to data in the Web Access System regarding CITY shall be limited to the employees, representatives and agents of CONTRACTOR and the authorized personnel of CITY. A complete and signed access form for each of CITY's personnel authorized to access the Web Access System will be required to be submitted to CONTRACTOR. CONTRACTOR shall use its best efforts to maintain the security of the Web Access System, but shall not be responsible for negligence with respect to password security related to CITY's personnel or other breaches beyond CONTRACTOR's reasonable control.

3.04 *Statistical Reporting.* Statistical and financial data reports will be available on the Web Access System at all times that the Web Access System is available. The format and content of the statistical data will be established and defined by CONTRACTOR and such reports may be added, modified or deleted without prior notice to CITY. Notwithstanding the foregoing, CITY may request specific, custom reports to be available to it at an additional charge to be negotiated between CONTRACTOR and CITY.

3.05 *Acknowledgement with Respect to Reports.* With respect to each report generated by a Web Access System, CITY acknowledges and agrees:

- (a) Each report represents a "snapshot" of a moment in time, and, as such, the snapshot may not be accurate with respect to financial results on the whole.
- (b) The underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation.
- (c) The data represented in the report represents only a limited portion of all data available regarding the CITY's business.

CITY thus further acknowledges and agrees that any particular report may not accurately represent the CITY's then-current or future financial condition.

4. **OWNERSHIP OF ACCOUNTS RECEIVABLE** - All Accounts Receivable, less payments and charges owed to the CONTRACTOR as set forth in this Agreement, shall be the property of the CITY and shall be returned, less any outstanding balances owed the CONTRACTOR by the CITY, within thirty (30) days of termination of this Agreement. Payments will only be paid in referred accounts receivable for ninety (90) days upon termination of this contract.
5. **ATTACHMENTS** - As part of this agreement, Ordinance _____ and Resolution _____ are attached as Exhibit "C" for the purpose of establishing and defining the itemized rates at which the services of the CITY are to be billed to recipients by the CONTRACTOR. The rates indicated on the Itemized Billing Cost Sheet shall be constant and unchanged until a new Itemized Billing Cost Sheet is signed and submitted by the CITY and entered into the CONTRACTOR's computer for future billings. No previous billing may be altered or changed to reflect new billing rates submitted by the CITY.
6. **LICENSE AGREEMENT** - The software used by the CITY and the CONTRACTOR is the property of the CONTRACTOR, and is protected by both United States Copyright Law and International Treaty Provisions. The CITY is granted a license to use this software under the terms stated in this Agreement. This is a license, not a sale agreement, between the CITY, the CONTRACTOR. The CONTRACTOR grants to the CITY a non-exclusive, non-transferable license to use the software for the term of this agreement. The current and future versions of the software are the sole property of the CONTRACTOR.
7. **CONFLICT** - Both parties agree and understand that this is exhibit "A" to the main Agreement and shall be harmonized where possible. In the event of a direct conflict, the provisions in the main Agreement shall be controlling.

Exhibit B
PAYMENT TERMS

PAYMENT TERMS

CONTRACTOR is authorized to only collect the amounts owed CITY by recipients as set forth in the ordinance and resolution attached as Exhibit "C" herein. From this amount collected, for services performed by CONTRACTOR pursuant to this Contract, CONTRACTOR shall be paid by the CITY on a monthly basis as set forth below an amount computed as follows:

Twenty percent (20%) of all monies collected by CONTRACTOR during such billing period.

CONTRACTOR shall submit the monthly invoices representing fees for the services provided to the CITY Attn: Accounting, PO Box 9973 College Station, Texas 77842. The CITY shall issue a check for the amount invoiced less any disputed amounts, within thirty (30) days of receipt and acceptance of an accurate invoice. CITY's obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, termination or performance. Contractor will resolve any disputed amounts within 60 days from the date CITY gives notification of a dispute.

The CITY shall bear the cost of any and all Lock-box services. CITY, should they elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and other operating costs) shall be assumed by the CONTRACTOR.

Exhibit C
ORDINANCE _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6 “FIRE PROTECTION” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SECTION 4 “EMERGENCY AND RESCUE SERVICES”; AUTHORIZING THE COLLEGE STATION FIRE DEPARTMENT TO CHARGE FOR THE COST OF PROVIDING CERTAIN EMERGENCY AND RESCUE SERVICES WITHIN ITS DESIGNATED RESPONSE AREA UNDER CERTAIN CIRCUMSTANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the College Station Fire Department provides fire suppression, emergency medical, and rescue services in and around the City of College Station; and

WHEREAS, the College Station Fire Department is equipped with and utilizes certain apparatus, emergency tools, equipment, and materials as a means of saving lives and property; and

WHEREAS, the purchase of said tools, equipment, and materials is a significant expense for the City of College Station and its citizens; and

WHEREAS, because of the foregoing, the City Council of the City of College Station herein directs the City and its Fire Department to effectuate a revenue recovery plan through which beneficiaries of the services of the College Station Fire Department are required to pay a fair and reasonable share of the cost of loss and wear and tear to apparatus, tools, equipment and materials used and the cost of the specialized training provided to the emergency responders of the College Station Fire Department in the use of such tools, equipment and materials, so that a safe and appropriate level of service can be available to the City; and

WHEREAS, frequently, persons or entities requiring the emergency services and for whom the apparatus, tools, equipment, and materials have been utilized have insurance to cover the costs associated with the loss and wear to said tools, equipment, and materials incurred in connection with the act of rendering emergency services to said persons or entities and should therefore also be assessed such costs; now therefore

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

PART 1: That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof.

PART 2: That Chapter 6, Section 4 be hereby added to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 3: That all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed, but only to the extent of such conflict.

PART 4: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 5: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable according with the general penalties for violations as set out in Chapter 1, Section 5 of the College Station Code of Ordinances.

PART 6: That this ordinance shall become effective immediately upon passage and approval.

PASSED, ADOPTED and APPROVED this _____ day of _____ 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 6, Fire Protection, of the Code of Ordinances, City of College Station, Texas, is hereby amended by adding a section, to be numbered Section 4 "Emergency and Rescue Services," which said section shall read as follows:

**"CHAPTER 6
FIRE PROTECTION**

....

SECTION 4 Emergency and Rescue Services

A. The City Council of the City of College Station recognizes and supports the practice of College Station Fire Department to bill persons and entities, including insurance companies providing coverage to said persons and entities, for the reasonable costs that are related and incidental to any loss, damage, and wear to College Station Fire Department apparatus, tools, equipment, and materials utilized to provide the emergency services to said persons and entities.

B. Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees.

C. The College Station Fire Department, or its authorized agent, shall submit an invoice to the appropriate insurance company, person, or entity covering or responsible for the particular expenses as related to the emergency services provided.

D. If it can be reliably determined that there is no applicable insurance coverage for the emergency and rescue services provided by the College Station Fire Department, or if the emergency and rescue services were provided as a result of negligent and/or malicious act(s) or risky behavior on part of the recipient, then the City may hold responsible the person or entity that received said emergency services for the costs."

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14, SERVICE FEES, SECTION 3 “FIRE DEPARTMENT SERVICES” BY ADDING TO THE LIST OF AUTHORIZED FEES EMERGENCY AND RESCUE SERVICE FEES PROVIDED BY COLLEGE STATION FIRE DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 14, Section 3 of the Code of Ordinances of the City of College Station, Texas, be hereby amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

- PART 2:** That all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed, but only to the extent of such conflict.

- PART 3:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

- PART 4:** That this ordinance shall become effective immediately upon passage and approval.

PASSED, ADOPTED and APPROVED this _____ day of _____ 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 14, Service Fees, Section 3 "Fire Department Services" of the Code of Ordinances, City of College Station, Texas, is hereby amended by adding a subsection, to be numbered Subsection Z, which said subsection shall read as follows:

**"CHAPTER 14
SERVICE FEES**

....

SECTION 3 "Fire Department Services"

...

Z. Emergency and rescue services."

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, PRESCRIBING AN ASSESSMENT FOR CERTAIN SERVICES PROVIDED BY THE COLLEGE STATION FIRE DEPARTMENT PURSUANT TO CHAPTER 14, SERVICE FEES, SECTION 1 “FEES CHARGED” AND SECTION 3 “FIRE DEPARTMENT SERVICES,” SUBSECTION Z “EMERGENCY AND RESCUE SERVICES”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 6, Fire Protection, Section 4 “Emergency and Rescue Services” of the Code of Ordinances of the City of College Station imposes fees for the provision of certain emergency and rescue services by the College Station Fire Department; and

WHEREAS, Chapter 14, Service Fees, Section 1 “Fees Charged” and Section 3 “Fire Department Fees,” Subsection Z “Emergency and Rescue Services” of the Code of Ordinances of the City of College Station provides that such fees for certain emergency and rescue services provided by the City of College Station Fire Department be assessed and collected from recipients of those services; and

WHEREAS, the City Council of the City of College Station has determined what those fees shall be based upon actual costs for the provision of such services; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION THAT:

PART 1: That the facts and recitations set forth in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof.

PART 2: That pursuant to the provisions of Chapter 6, Section 4 “Emergency and Rescue Services,” Chapter 14, Section 1 “Fees Charged” and Section 3 “Fire Department Fees,” Subsection Z “Emergency and Rescue Services” of the Code of Ordinances of the City of College Station, fees shall be assessed and collected from recipients of certain services provided by the College Station Fire Department as set out in the Exhibit “A”, attached hereto and made a part of this resolution for all purposes.

PART 2: That this resolution shall become effective immediately upon passage and approval.

PASSED, ADOPTED and APPROVED this _____ day of _____ 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "A"

The fees for the use of apparatus, tools, equipment, and materials when providing emergency and rescue services by the City of College Station Fire Department shall be paid for by the recipient of those services, and the fees for those services shall be as follows:

<u>Unit of Measure</u>	<u>Price per hour*</u>
Per Engine	\$550.00
Per Aerial	\$550.00
Per Command Vehicle	\$250.00
Per Investigator Vehicle	\$250.00
Per Safety Officer Vehicle	\$250.00

<u>Hazardous Materials Equipment</u>	<u>Price</u>	<u>Unit of Measure</u>
Absorbent	\$17.00	Per Bag
Absorbent Booms	\$40.00	Each
Top Sol	\$35.00	Each
Disposable Coveralls	\$30.00	Each
Neoprene Gloves	\$20.00	Per Pair
Latex Gloves	\$6.00	Per Pair
Over Boots	\$25.00	Per Pair
Gas Plug Kit	\$50.00	Each
Plug and Dike	\$65.00	Each
Drum Liners	\$10.00	Each
Barricade Tape	\$22.00	Each
Poly Sheeting	\$55.00	Per Roll
Microblaze-Out	\$10.00	Per Quart
Microblaze-Out	\$150.00	Per 5 Gallons
Class "A" Foam	\$65.00	Per 5 Gallons
Gas Multi Meter	\$65.00	Per Incident
CO Meter	\$65.00	Per Incident
Advanced Cleaning of Protective Clothing	\$50.00	Per Piece
Replacement of Protection Coat	\$1025.00	Each
Replacement of Protective Pants	\$705.00	Each
Replacement of Protective Boots	\$275.00	Per Pair

<u>Rescue Equipment</u>	<u>Price</u>	<u>Unit of Measure</u>
Rescue Spreaders	\$250.00	Per Incident
Rescue Cutters	\$250.00	Per Incident
Rescue Rams	\$250.00	Per Incident

* The minimum usage charge for any item is one hour, and for any additional hours or portion thereof, the charge will be prorated accordingly.

Exhibit D
INSURANCE REQUIREMENTS

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

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation

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

- III. Commercial General Liability
 - A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
 - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
 - C. Coverage shall be at least as broad as ISO form GC 00 01.
 - D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - E. The coverage shall include but not be limited to the following:

premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

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

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

VI. Workers Compensation Insurance

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

the employees of an independent contractor may not be used.

- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

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

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

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

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

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

Contractor:

- (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - (7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*
- VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
- A. The company is licensed and admitted to do business in the State of Texas.
 - B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - C. All endorsements and insurance coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit E
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FtLauderdale.CertRequest@marsh.com F:212-948-0512 101309-GAWU-PROF-11-12	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : St. Paul Mercury Insurance Company			24791
INSURER B : Farmington Casualty Company			41483
INSURER C : N/A			N/A
INSURER D : Travelers Property Casualty Insurance Company			36161
INSURER E :			
INSURER F :			

COVERAGES	CERTIFICATE NUMBER: ATL-003048562-03	REVISION NUMBER: 6
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THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TE06804866	06/30/2011	06/30/2012	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							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
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-1A817433	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Coll Ded.	\$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			TE06804866	06/30/2011	06/30/2012	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			1A83727-2-11	06/30/2011	06/30/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City Of College Station, its officials, employees and volunteers are included as Additional Insured (except for Workers' Compensation) where required by written contract. A Waiver of Subrogation is applicable where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER CANCELLATION

City Of College Station P.O. Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Carmen Gordon <i>Carmen Gordon</i>
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NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT - FOR DESCRIBED ADDITIONAL PROTECTED PERSONS

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Other Insurance section. This change broadens coverage for certain additional protected persons.

If you've specifically agreed in a written contract that this agreement must be primary to and non-contributory with other insurance issued directly to a described additional protected person, we won't share with that other insurance any damages incurred by that described additional protected person for:

- bodily injury or property damage covered by this agreement that happens after that written contract was made; or
- personal injury or advertising injury covered by this agreement that's caused by an offense committed after that written contract was made.

Described additional protected person means any person or organization, other than you, who:

- qualifies as a protected person under this agreement; and
- is named or described below.

Name or description:

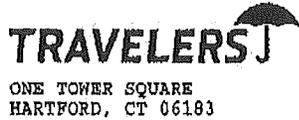
BLANKET AS REQUIRED BY WRITTEN CONTRACT

Other Terms

All other terms of your policy remain the same.

Name of Insured	Policy Number TE06804866	Effective Date 06/30/11
INTERMEDIUM CORPORATION		Processing Date 08/10/11 14:35 001

* This is not a certified copy of any policy form. * Actual policy provisions may differ. *



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (A) - 001

POLICY NUMBER: (HFUB-1A83727-2-11)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. [] Specific Waiver
Name of person or organization

[X] Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL TEXAS OPERATIONS

3. Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations describe.

4. Advance Premium: \$

POLICY FORM LIST



Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Disclosure Notice Terrorism Risk Insurance Act Of 2002	D0100	01-08
Introduction - St. Paul Mercury Insurance Company	40811	05-87
Policy Form List	40705	05-84
→ General Rules	40701	08-03
General Rules - Texas	40826	01-06
General Rules - Texas	40826	12-10
Notice Of Cancellation To Described Person Or Organization	D0147	03-08
Endorsement		
Earlier Notice Of Cancellation Or Nonrenewal By Us	43704	10-97
Endorsement		
Florida Required Endorsement	40738	02-08
What To Do If You Have A Loss	40814	08-03
Cap On Losses From Certified Acts Of Terrorism Endorsement	D0144	01-08
Technology Premier Property Protection Coverage Summary	F0068	05-02
Technology Premier Property Protection Scheduled	F0098	01-98
Locations Coverage Summary		
Technology Premier Property Protection Blanket Earnings And Expense Coverage Summary	F0096	07-01
Technology Premier Property Protection Additional Benefits Coverage Summary	F0188	07-01
Technology Premier Property Protection Named Tropical Wind Storm And Hurricane Coverage Summary	F0087	01-98
Technology Premier Property Protection	F0180	07-01
Technology Premier Property Protection Blanket Earnings And Expense Endorsement	F0177	07-01
Technology Premier Property Protection Named Tropical Wind Storm And Hurricane Deductible Endorsement	F0086	01-98
Technology Premier Property Protection Boiler Coverage Endorsement	F0095	03-98
Premier Property Protection Blanket Earnings And Expense Unscheduled Locations Endorsement	F0277	04-02
Lender's Loss Payable Endorsement	42325	04-06
Virus Or Bacteria Exclusion Endorsement	F0459	03-07
Property Protection Deductible And Unintentional Errors And Omissions Change Endorsement	F0423	07-05
Technology Commercial General Liability Protection Coverage Summary	47151	01-96
→ Technology Commercial General Liability Protection	47150	07-01
Additional Protected Persons End't. - Described Persons Or Organizations For Your Work As Required By Written Contract	G0802	03-08
Non-Contributory Other Insurance Endorsement - For Described Additional Protected Persons	G0435	04-00
Asbestos Exclusion Endorsement	G0468	03-02
Unsolicited Communication Exclusion Endorsement	G0692	08-04
International Business Travel Endorsement	47132	07-02
International General Liability Endorsement - With	47134	03-03

Name of Insured Policy Number TE06804866 Effective Date 06/30/11
 INTERMEDIX CORPORATION Processing Date 08/10/11 14:35 001

However, if you're an individual named insured and you die:

- your legal representatives will have your rights and duties under your policy, but only while acting within the scope of their duties as your legal representatives; and
- until such legal representatives are appointed, any person or organization that properly has temporary custody of your property will have your rights and duties concerning that property under your policy.

Lawsuits Against Us

No person or organization can sue us to recover under your policy unless all of your policy's terms have been fully complied with.

If your policy provides property or other first-party protection. Any suit to recover on a loss under any property or other first-party protection provided by your policy must begin within two years after the date on which the direct physical loss or damage occurred to the property that's required to sustain such loss or damage for the loss to be covered under that protection.

If your policy provides liability protection. No person or organization can sue us to recover on a loss under any liability protection provided by your policy until the amount of the liability of a person or organization protected for that loss under your policy has been finally decided either by a judgment or by a written agreement signed by:

- us;
- the person or organization protected under your policy; and
- the person or organization making a claim or bringing a suit for the loss.

Once liability has been so determined, that person or organization making the claim or bringing the suit may be able to recover under your policy, up to the limit of coverage that applies. But such person or organization can't sue us directly or join us in a suit against that person or organization protected under your policy until liability has been so determined.

Recovering Damages From A Third Party

You or other persons or organizations protected under your policy may also be

able to recover from others all or part of any loss for which we make a payment.

Any such right of recovery, and the proceeds of any settlement or judgment that may result from the exercise of that right, belongs to us.

For that reason, you and all other persons and organizations that:

- are protected under your policy; and
- are, or may be, involved in a loss for which we make, or may make, a payment; must do all that's possible after the loss to:
 - preserve for us any such right of recovery or any such proceeds; and
 - cooperate with us in any attempt to exercise any such right of recovery.

However, before any loss, you or any other person or organization protected under your policy may waive its right of recovery for the loss without our consent.

If we exercise our right of recovery under your policy and we recover more than we've paid, the excess amount will belong to the person or organization protected under your policy that had the loss. But we'll first deduct our recovery expenses from any such amount recovered by us.

Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection

If your policy provides property or other first-party protection and you and we can't agree on the amount of a loss covered under that protection, the following procedure will be used to settle the dispute:

1. Either you or we will make a written demand for an appraisal of the covered loss amount in dispute.
2. Within 30 days of the demand, you and we will each select a competent and impartial appraiser and notify the other of the selection.
3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either of them may request that the selection be made by a judge of a court having jurisdiction.
4. The appraisers will each state separately their appraisal of the covered loss amount in dispute. If they can't agree on that amount, they'll submit their

applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond.

- All postjudgment interest that accumulates on the full amount of the judgment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

These payments are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

Bodily injury and property damage liability.

We'll apply this agreement to claims or suits for covered bodily injury or property damage whenever they're made or brought.

Personal injury liability. We'll apply this agreement to claims or suits for covered personal injury whenever they're made or brought.

Advertising injury liability. We'll apply this agreement to claims or suits for covered advertising injury whenever they're made or brought.

Medical expenses. We'll apply this agreement to covered medical expenses only when they're reported to us within three years of the beginning date of the event.

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the coverage territory; and
- only for covered injury or damage that's caused by events that happen, or offenses that are committed, there.

However, we'll also apply, and make payments under, this agreement in the coverage territory for covered injury or damage that's caused by events which happen, or offenses which are committed, in the rest of the world if the protected person's liability for such injury or damage is determined in a suit on the merits in the coverage territory, or in a settlement agreed to by us, and:

- the events or offenses result from the activities of a person whose home is in

the coverage territory, but is away from there for a short time on your business;

- the events result from your products that are made or sold by you in the coverage territory; or
- the offenses are committed in or with any electronic means of communication, such as the Internet.

For example:

You manufacture a product in the coverage territory. It is exported to Norway. A few months later a Norwegian citizen is allegedly injured while using that product and, as a result, sues you. If the suit is brought against you in the coverage territory, and it seeks damages for bodily injury covered by this agreement, we'll have the duty to defend you against the suit and pay covered damages awarded in a judgment against you. However, if the suit is brought against you in Norway, or anywhere else outside of the coverage territory, we won't have a duty to defend you there. Also, we won't have a duty to pay a judgment awarded by a court there, even if the judgment is later recognized and enforced by a court in the coverage territory.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

We explain the term your products in the Products and completed work total limit section.

Who Is Protected Under This Agreement

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected

persons only for the conduct of your business.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

Corporation or other organization. If you are shown in the Introduction as a named insured and a corporation or an other organization, you are a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or executive officers. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees and volunteer workers. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

And your volunteer workers are protected persons only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

However, no employee or volunteer worker is a protected person for bodily injury or personal injury to:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- any fellow employee;
- any fellow volunteer worker or any of your employees; or
- the spouse, or any child, parent, brother, or sister, of that employee or volunteer

worker if such injury results from the bodily injury or personal injury to such fellow employee or volunteer worker.

Nor is any employee or volunteer worker a protected person for:

- any obligation to share damages with or repay someone else who must pay damages because of such bodily injury or personal injury; or
- bodily injury or personal injury that results from his or her performance of or failure to perform health care professional services.

Also, no employee or volunteer worker is a protected person for property damage to property that's controlled by:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- that employee or any fellow employee; or
- that volunteer worker, any fellow volunteer worker, or any of your employees.

But we won't apply the exclusions in this Employees and volunteer workers section to:

- bodily injury that results from the providing of or failure to provide first aid by an employee or volunteer worker, other than an employed or volunteer doctor; or
- premises damage.

Nor will we apply the exclusions in this Employees and volunteer workers section to bodily injury or personal injury to:

- any fellow employee that results from work, other than the performance of or failure to perform health care professional services, by your employees who hold supervisory positions; or
- the spouse or any child, parent, brother, or sister of that fellow employee if such injury results from the bodily injury or personal injury to that fellow employee.

Also, we won't apply this Employees and volunteer workers section to the following protected persons:

- Your managers if you are a limited liability company. Instead, we'll apply the Limited liability company section to them.
- Your executive officers if you are a corporation or an other organization. Instead, we'll apply the Corporation or other organization section to them.

Employee includes a leased worker, other than a leased temporary worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

Volunteer worker means any person who:

- isn't an employee or a leased temporary worker;
- donates his or her work; and
- isn't paid a fee, salary, or other compensation for that work.

Employee leasing firm means any person or organization that hires out workers to others. It includes any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

Leased temporary worker means a leased worker who is hired to:

- temporarily take the place of a permanent employee on leave; or
- meet seasonal or short-term workload conditions.

Controlled by means:

- owned, rented, leased, occupied, borrowed, or used by;
- in the care, custody, or control of; or
- being physically controlled for any purpose by.

Health care professional services includes:

- any dental, medical, mental, nursing, surgical, x-ray, or other health care professional service, including any advice, instruction, food, or beverage provided with such service;
- the dispensing of drugs or medical or dental supplies and appliances; and
- the handling or treatment of corpses, including autopsies, organ donations, and other postmortem procedures.

We explain the term premises damage in the Each event limit section.

Real estate managers. Your real estate managers are protected persons only for their management of premises that you rent,

lease, or borrow from others, or own. They may be persons or organizations.

But we won't apply this Real estate managers section to your employees. Instead, we'll apply the Employees and volunteer workers section to them.

Landlords. Any landlord, lessor, manager, or owner of a premises rented or leased to you is a protected person only for the ownership, maintenance, or use of that premises while you rent or lease it.

However, no landlord, lessor, manager, or owner is a protected person for injury or damage that results from any of the following work while being done by or for such landlord, lessor, manager, or owner:

- Structural changes.
- New construction work.
- Demolition work.

But we won't apply this Landlords section to your real estate managers. Instead, we'll apply the Real estate managers section, or the Employees and volunteer workers section, whichever section is applicable, to them.

Equipment lessors. Any lessor or owner of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of that equipment while you rent or lease it.

However, no equipment lessor or owner is a protected person for injury or damage that results from its sole negligence.

Persons or organizations for your work as required by written contract. Any person or organization that:

- is not otherwise a protected person under this agreement; and
- you specifically agree in a written contract to add as an additional protected person under this agreement;

is a protected person, but only for covered bodily injury or property damage that results from your work.

However, no such person or organization is a protected person for bodily injury or property damage that results from their sole negligence.

Also, such person or organization is a protected person only for the lesser of:

- the limits of coverage required by the written contract; or
- the limits of coverage available under this agreement.

Additional protected person may also be called an additional insured in that written contract.

We explain the term your work in the Products and completed work total limit section.

Vendors of your products. Any vendor of your products is a protected person for covered bodily injury or property damage that results from your products, but only if:

- you specifically agree in a written contract to add the vendor as an additional protected person under this agreement;
- this agreement provides coverage for those products; and
- those products are sold or distributed in the normal course of the vendor's business.

However, no vendor from whom you've acquired your products is a protected person.

Nor is any vendor a protected person for bodily injury or property damage that results from:

- any express warranty which is made by the vendor and you haven't authorized;
- any change made in the condition of any of your products by the vendor;
- the repackaging of your products other than when the products are unpacked for demonstration, inspection, testing, or replacement of parts ordered by you or the manufacturer, and later repackaged in their original containers;
- any failure of the vendor to perform normal or agreed upon servicing of your products which the vendor has sold or distributed;
- the demonstration, installation, or servicing of your products, which is done away from the vendor's premises; or
- your products which have been labeled or relabeled, or used as an ingredient, part, or container in, on, or for anything else, by or for the vendor.

Servicing includes any adjustment, assembly, disposal, inspection, repair or test.

We explain the term your products in the Products and completed work total limit section.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for covered bodily injury or property damage that results from their driving of such equipment on a public street or road with your permission.

Any person or organization legally responsible for the driving conduct of those operators is also a protected person for such bodily injury or property damage. But only if there's no valid and collectible other insurance available to cover its liability for the operators.

However, no operator or any other person or organization is a protected person for:

- bodily injury to a fellow employee of the person driving the equipment; or
- property damage to property controlled by you or the employer of an operator who is a protected person.

Registered mobile equipment means mobile equipment that's registered in your name under a motor vehicle registration law.

We explain the terms:

- controlled by in the Employees and volunteer workers section;
- mobile equipment in the Mobile equipment exclusion; and
- other insurance in the Other Insurance section.

Unnamed subsidiaries. Any of your subsidiaries, other than a partnership, joint venture, or limited liability company, that isn't shown in the Introduction as a named insured is a protected person if you own more than 50% of it on the beginning date of this agreement.

However, no unnamed subsidiary is a protected person for:

- bodily injury or property damage that happened before you own more than 50% of it;
- personal injury or advertising injury that results from an offense that's committed before you own more than 50% of it; or
- injury or damage that's covered by other similar general liability insurance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6 “FIRE PROTECTION” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING SECTION 4 “EMERGENCY AND RESCUE SERVICES”; AUTHORIZING THE COLLEGE STATION FIRE DEPARTMENT TO CHARGE FOR THE COST OF PROVIDING CERTAIN EMERGENCY AND RESCUE SERVICES WITHIN ITS DESIGNATED RESPONSE AREA UNDER CERTAIN CIRCUMSTANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the College Station Fire Department provides fire suppression, emergency medical, and rescue services in and around the City of College Station; and

WHEREAS, the College Station Fire Department is equipped with and utilizes certain apparatus, emergency tools, equipment, and materials as a means of saving lives and property; and

WHEREAS, the purchase of said tools, equipment, and materials is a significant expense for the City of College Station and its citizens; and

WHEREAS, because of the foregoing, the City Council of the City of College Station herein directs the City and its Fire Department to effectuate a revenue recovery plan through which beneficiaries of the services of the College Station Fire Department are required to pay a fair and reasonable share of the cost of loss and wear and tear to apparatus, tools, equipment and materials used and the cost of the specialized training provided to the emergency responders of the College Station Fire Department in the use of such tools, equipment and materials, so that a safe and appropriate level of service can be available to the City; and

WHEREAS, frequently, persons or entities requiring the emergency services and for whom the apparatus, tools, equipment, and materials have been utilized have insurance to cover the costs associated with the loss and wear to said tools, equipment, and materials incurred in connection with the act of rendering emergency services to said persons or entities and should therefore also be assessed such costs; now therefore

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

PART 1: That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof.

PART 2: That Chapter 6, Section 4 be hereby added to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 3: That all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed, but only to the extent of such conflict.

PART 4: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 5: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable according with the general penalties for violations as set out in Chapter 1, Section 5 of the College Station Code of Ordinances.

PART 6: That this ordinance shall become effective immediately upon passage and approval.

PASSED, ADOPTED and APPROVED this _____ day of _____ 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 6, Fire Protection, of the Code of Ordinances, City of College Station, Texas, is hereby amended by adding a section, to be numbered Section 4 "Emergency and Rescue Services," which said section shall read as follows:

**"CHAPTER 6
FIRE PROTECTION**

....

SECTION 4 Emergency and Rescue Services

- A. The City Council of the City of College Station recognizes and supports the practice of College Station Fire Department to bill persons and entities, including insurance companies providing coverage to said persons and entities, for the reasonable costs that are related and incidental to any loss, damage, and wear to College Station Fire Department apparatus, tools, equipment, and materials utilized to provide the emergency services to said persons and entities.
- B. Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees.
- C. The College Station Fire Department, or its authorized agent, shall submit an invoice to the appropriate insurance company, person, or entity covering or responsible for the particular expenses as related to the emergency services provided.
- D. If it can be reliably determined that there is no applicable insurance coverage for the emergency and rescue services provided by the College Station Fire Department, or if the emergency and rescue services were provided as a result of negligent and/or malicious act(s) or risky behavior on part of the recipient, then the City may hold responsible the person or entity that received said emergency services for the costs."

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14, SERVICE FEES, SECTION 3 "FIRE DEPARTMENT SERVICES" BY ADDING TO THE LIST OF AUTHORIZED FEES EMERGENCY AND RESCUE SERVICE FEES PROVIDED BY COLLEGE STATION FIRE DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 14, Section 3 of the Code of Ordinances of the City of College Station, Texas, be hereby amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed, but only to the extent of such conflict.
- PART 3:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 4:** That this ordinance shall become effective immediately upon passage and approval.

PASSED, ADOPTED and APPROVED this _____ day of _____ 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 14, Service Fees, Section 3 "Fire Department Services" of the Code of Ordinances, City of College Station, Texas, is hereby amended by adding a subsection, to be numbered Subsection Z, which said subsection shall read as follows:

**"CHAPTER 14
SERVICE FEES**

....

SECTION 3 "Fire Department Services"

...

Z. Emergency and rescue services."

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, PRESCRIBING AN ASSESSMENT FOR CERTAIN SERVICES PROVIDED BY THE COLLEGE STATION FIRE DEPARTMENT PURSUANT TO CHAPTER 14, SERVICE FEES, SECTION 1 "FEES CHARGED" AND SECTION 3 "FIRE DEPARTMENT SERVICES," SUBSECTION Z "EMERGENCY AND RESCUE SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 6, Fire Protection, Section 4 "Emergency and Rescue Services" of the Code of Ordinances of the City of College Station imposes fees for the provision of certain emergency and rescue services by the College Station Fire Department; and

WHEREAS, Chapter 14, Service Fees, Section 1 "Fees Charged" and Section 3 "Fire Department Fees," Subsection Z "Emergency and Rescue Services" of the Code of Ordinances of the City of College Station provides that such fees for certain emergency and rescue services provided by the City of College Station Fire Department be assessed and collected from recipients of those services; and

WHEREAS, the City Council of the City of College Station has determined what those fees shall be based upon actual costs for the provision of such services; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION THAT:

PART 1: That the facts and recitations set forth in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof.

PART 2: That pursuant to the provisions of Chapter 6, Section 4 "Emergency and Rescue Services," Chapter 14, Section 1 "Fees Charged" and Section 3 "Fire Department Fees," Subsection Z "Emergency and Rescue Services" of the Code of Ordinances of the City of College Station, fees shall be assessed and collected from recipients of certain services provided by the College Station Fire Department as set out in the Exhibit "A", attached hereto and made a part of this resolution for all purposes.

PART 2: That this resolution shall become effective immediately upon passage and approval.

PASSED, ADOPTED and APPROVED this _____ day of _____ 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Uhelalaba
City Attorney

EXHIBIT "A"

The fees for the use of apparatus, tools, equipment, and materials when providing emergency and rescue services by the City of College Station Fire Department shall be paid for by the recipient of those services, and the fees for those services shall be as follows:

<u>Unit of Measure</u>	<u>Price per hour*</u>
Per Engine	\$550.00
Per Aerial	\$550.00
Per Command Vehicle	\$250.00
Per Investigator Vehicle	\$250.00
Per Safety Officer Vehicle	\$250.00

<u>Hazardous Materials Equipment</u>	<u>Price</u>	<u>Unit of Measure</u>
Absorbent	\$17.00	Per Bag
Absorbent Booms	\$40.00	Each
Top Sol	\$35.00	Each
Disposable Coveralls	\$30.00	Each
Neoprene Gloves	\$20.00	Per Pair
Latex Gloves	\$6.00	Per Pair
Over Boots	\$25.00	Per Pair
Gas Plug Kit	\$50.00	Each
Plug and Dike	\$65.00	Each
Drum Liners	\$10.00	Each
Barricade Tape	\$22.00	Each
Poly Sheeting	\$55.00	Per Roll
Microblaze-Out	\$10.00	Per Quart
Microblaze-Out	\$150.00	Per 5 Gallons
Class "A" Foam	\$65.00	Per 5 Gallons
Gas Multi Meter	\$65.00	Per Incident
CO Meter	\$65.00	Per Incident
Advanced Cleaning of Protective Clothing	\$50.00	Per Piece
Replacement of Protection Coat	\$1025.00	Each
Replacement of Protective Pants	\$705.00	Each
Replacement of Protective Boots	\$275.00	Per Pair

<u>Rescue Equipment</u>	<u>Price</u>	<u>Unit of Measure</u>
Rescue Spreaders	\$250.00	Per Incident
Rescue Cutters	\$250.00	Per Incident
Rescue Rams	\$250.00	Per Incident

* The minimum usage charge for any item is one hour, and for any additional hours or portion thereof, the charge will be prorated accordingly.

March 8, 2012
Consent Agenda Item No. 2d
Purchase Agreements for Dewatering Chemical (Polymer)

To: David Neeley, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding a purchase agreement for dewatering chemical (polymer) with BASF Corporation not to exceed \$158,400.00, and a purchase agreement for dewatering chemical (polymer) with Atlantic Coast Polymer, Inc. not to exceed \$69,720.00.

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

Recommendation: Staff recommends approval of these purchase agreements.

Summary: Polymer is a wastewater treatment chemical that aids in the separation of solids from wastewater. It concentrates the solids in wastewater sludge for efficient treatment, allowing the removal of excess water for treatment and disposal. Three separate processes use polymer for solids removal:

- Ø the Carters Creek WWTP thickening process
- Ø the Carters Creek WWTP centrifuge process
- Ø the Lick Creek WWTP centrifuge process.

Invitation to bid #12-023 received bids from three vendors. Performance trials were conducted with products from all three companies. The products that were most cost effective in these trials result in the following projected annual costs:

- Ø Atlantic Coast Polymer's projected annual cost for the Carters Creek WWTP thickening process was \$40,600.00.
- Ø BASF Corporation's projected annual cost for the Carters Creek WWTP centrifuge process was \$158,400.00.
- Ø Atlantic Coast Polymer's projected annual cost for the Lick Creek WWTP centrifuge process was \$29,120.00.

Since these chemicals will greatly enhance the wastewater treatment process, staff recommends Council approval, so staff can execute the purchase orders.

Budget & Financial Summary: Wastewater Operating funds are budgeted and available for the anticipated amount of polymer usage.

Attachment:
Cost Summary

2012 Polymer Cost

Carters Creek Centrifuge

Bidder	Product	Total Cost per Dry Ton
Atlantic Coast Polymer, Inc.	ACP-320	\$89.50
Atlantic Coast Polymer, Inc.	ACP-304	\$86.42
BASF Corporation	Zetag 7553	\$84.60
Hercules Incorporated	Praestol 2500	\$189.30

Carters Creek Rotary Drum

The tests were run on two rotary drum thickeners simultaneously. The costs

Bidder	Product	Avg. Total Cost per Dry Ton
Atlantic Coast Polymer, Inc.	ACP-917	\$33.21
Atlantic Coast Polymer, Inc.	ACP-918	\$77.36
BASF Corporation	Zetag 8848FS	\$36.13
Hercules Incorporated	Praestol K290FLX	\$39.31

Lick Creek Centrifuge

Bidder	Product	Total Cost per Dry Ton
Atlantic Coast Polymer, Inc.	ACP-300	\$15.31
Atlantic Coast Polymer, Inc.	ACP-304	\$13.92
BASF Corporation	Zetag 7553	\$17.34
Hercules Incorporated	Praestol 853BC	\$21.12

Highlighted costs are lowest total chemical cost per dry ton for each process, and recommended for purchase.

March 8, 2012
Consent Agenda Item No. 2e
Annual Price Agreement for Wire and Cable

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action, and discussion on a bid #12-036 award for the annual agreement for wire and cable to be stored in inventory as follows: Techline \$809,550.00

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

Recommendation(s): Recommend award to the lowest responsible bidder meeting specifications as shown below.

I. Techline	\$809,550.00
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Summary: These purchases will be made as needed during the term of the agreement. The various electric wire and cable are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional one year terms.

Budget & Financial Summary: Six (6) sealed, competitive bids were received and opened on February 8, 2012. Two of the vendors did not acknowledge the addendum or provide adequate information to evaluate their bids. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation No. 12-036

Annual Wire and Cable Bid

Bid No. 12-036

Item	Description	Qty	Techline		Texas Electric Cooperatives (TEC)		KBS Electrical Distribution		Stuart C Irby		Wesco		HD Utilities	
			unit price	total price	unit price	total price	unit price	total price	unit price	total price	unit price	total price	unit price	total price
Item 1	URD Distribution Cable 1000 MCM, 90 Degree C													
	Inventory #280-080-00001													
		100,000	\$ 2.55	\$ 255,000.00	\$ 2.44	\$ 244,000.00	\$ 2.85	\$ 285,000.00	\$ 2.66	\$ 266,000.00	\$ 2.57	\$ 257,000.00	\$ 2.47	\$ 247,000.00
	Manufacturer		Prysmian		CME		General Cable		Southwire		Southwire		Okonite	
	Delivery		12-14 weeks		8 weeks		6-8 weeks		14-16 weeks		14-16 weeks		immediate delivery available	
	Metals Week (date)		1-Feb-12		incomplete		7-Feb-12		7-Feb-12		at time of shipment		6-Feb-12	
	AL/ft		0.1063		0.78		1.06628		0.104		0.102		4.87	
	CU/ft		0.8015		1.66		0.8125		0.78		0.775		1.07952	
	Material & Profit		1.6422		included		0.97122		1.776		1.693			
	Total Unit Price		\$ 2.55		\$ 2.44		\$ 2.85		\$ 2.66		2.57		5.94952	
	Exceptions Noted						AL MW-US transaction weekly; CU AMM-Comex Daily; metal escalation/descalation at time of shipment		Aluminum 104.728 CWT; Copper 366.87 CWT		See quote sheet		Pricing quoted is valid for shipments through 12/31/2012, subject to Metals escalation/descalation. Okonite is willing to firm	
Item 2	URD Distribution Cable 1000 MCM, 105 Degree C													
	Inventory #280-080-00016													
		50,000	\$ 8.57	\$ 428,500.00	\$ 8.99	\$ 449,500.00	\$ 9.25	\$ 462,500.00	\$ 8.70	\$ 435,000.00	\$ 8.51	\$ 425,500.00	\$ 8.88	\$ 444,000.00
	Manufacturer		Prysmian		CME		General Cable		Southwire		Southwire		Okonite	
	Delivery		20-22 weeks		8 weeks		6-8 weeks		14-16 weeks		14-16 weeks		6 weeks ARO	
	Metals Week (date)		1-Feb-12		incomplete		7-Feb-12		7-Feb-12		at time of shipment		6-Feb-12	
	AL/ft		1.016		5.22		1.00898		0.982		0.974		4.87	
	CU/ft		2.539		3.77		2.562979		2.462		2.45		1.07952	
	Material & Profit		5.015		included		5.67804		5.256		5.086			
	Total Unit Price		\$ 8.57		\$ 8.99		\$ 9.25		\$ 8.70		\$ 8.5100		5.94952	
	Exceptions Noted				orders must be for 1400' NNR only; not cuts or partials		AL MW-US transaction weekly; CU AMM-Comex Daily; metal escalation/descalation at time of shipment		Aluminum 104.728 CWT; Copper 366.87 CWT		See quote sheet		Pricing quoted is valid for shipments through 12/31/2012, subject to Metals escalation/descalation. Okonite is willing to firm	
Item 3	URD Triplex Cable , 2/0 AWG													
	Inventory #280-080-00002													
		40,000	\$ 1.00	\$ 40,000.00	\$ 1.36	\$ 54,400.00	\$ 1.24	\$ 49,600.00	1.15	\$ 46,000.00	1.12	\$ 44,800.00	1.26	\$ 50,400.00
	Manufacturer		Prysmian		CME		General Cable		Southwire		Southwire		General Cable	
	Delivery		6-8 weeks		8 weeks		8-9 weeks		4-6 weeks		4-6 weeks		6 weeks ARO	
	Metals Week (date)		1-Feb-12		incomplete		7-Feb-12		7-Feb-12		at time of shipment		6-Feb-12	
	AL/ft		0.3525		1.36		0.354349		0.396		0.393		329.00/lb	
	CU/ft													
	Material & Profit		0.6475		included		0.885651		0.754		0.727			
	Total Unit Price		\$ 1.00		\$ 1.36		1.24		1.15		1.12		1.26	
	Exceptions Noted						AL MW-US transaction weekly; minimum order 10,000; metal escalation/descalation at time of shipment		Aluminum 104.728 CWT		See quote sheet			
Item 4	URD Single Conductor Service Cable, 350MCM													
	Inventory #280-080-00006													
		15,000	\$ 0.81	\$ 12,150.00	\$ 0.95	\$ 14,250.00	\$ 2.60	\$ 39,000.00	0.88	\$ 13,200.00	0.853	\$ 12,795.00	2.68	\$ 40,200.00
	Manufacturer		Prysmian		CME		General Cable		Southwire		Southwire		General Cable	
	Delivery		1 week		8 weeks		8-9 weeks		6-8 weeks		6-8 weeks		6 weeks ARO	
	Metals Week (date)		1-Feb-12		incomplete		7-Feb-12		7-Feb-12		at time of shipment		6-Feb-12	
	AL/ft		0.353		0.95		0.923032		0.344		0.341		857.00/lb	
	CU/ft													
	Material & Profit		0.457		included		1.676968		0.536		0.512			
	Total Unit Price		\$ 0.810		\$ 0.950		\$ 2.60		0.88		0.853			
	Exceptions Noted						weekly; minimum order 10,000; metal escalation/descalation at time of shipment		Aluminum 104.728 CWT		See quote sheet			
Item 5	URD Single Conductor Service Cable, 500 MCM													
	Inventory #280-080-00007													
		15,000	\$ 1.10	\$ 16,500.00	\$ 1.31	\$ 19,650.00	NO BID	NO BID	1.21	\$ 18,150.00	1.15	\$ 17,250.00	NO BID	NO BID
	Manufacturer		Prysmian		CME				Southwire		Southwire			
	Delivery		stock to 8 weeks		8 weeks				6-8 weeks		6-8 weeks			
	Metals Week (date)		1-Feb-12		incomplete				7-Feb-12		at time of shipment			
	AL/ft		0.504		1.31				0.491		0.486			
	CU/ft													
	Material & Profit		0.596		included				0.719		0.664			
	Total Unit Price		\$ 1.100		\$ 1.310				1.21		1.15			
	Exceptions Noted								Aluminum 104.728 CWT		See quote sheet			
Item 6	477 MCM, AAC													
	Inventory #280-058-00017													
		60,000	\$ 0.84	\$ 50,400.00	\$ 0.83	\$ 49,800.00	\$ 0.86	\$ 51,600.00	0.88	\$ 52,800.00	0.854	\$ 51,240.00	0.88	\$ 52,800.00
	Manufacturer		Alcan		CME		Nexans		Southwire		Southwire		Southwire	
	Delivery		8-12 weeks		8 weeks		16-18 weeks		8-10 weeks		8-10 weeks		6 weeks ARO	
	Metals Week (date)		1-Feb-12		incomplete		7-Feb-12		7-Feb-12		at time of shipment		unspecified	
	AL/ft		0.4853		0.83		0.484242		0.469		0.4640		492	
	CU/ft													
	Material & Profit		0.3547		included		0.375738		0.411		0.391			
	Total Unit Price		\$ 0.840		\$ 0.83		0.85998		0.88		0.8550			
	Exceptions Noted						AL MW-US transaction weekly; minimum order 25,470'; metal escalation/descalation at time of shipment		Aluminum 104.728 CWT		See quote sheet			
Item 7	#2 Copper, 7 stranded													
	Inventory #280-016-00011													
		5,000	\$ 1.40	\$ 7,000.00	NO BID	NO BID	\$ 1.35	\$ 6,750.00	1.370	\$ 6,850.00	1.24	\$ 6,200.00	1.28	\$ 6,400.00
	Manufacturer		Alan				Alan Wire		Southwire		Southwire		Southwire	
	Delivery		1-2 weeks				2-3 weeks		6-8 weeks		6-8 weeks		6 weeks ARO	
	Metals Week (date)		1-Feb-12				7-Feb-12		7-Feb-12		at time of shipment		6-Feb-12	
	AL/ft													
	CU/ft		0.7865				0.99441		0.752		0.75		1025	
	Material & Profit		0.6135				0.35559		0.618		0.49			
	Total Unit Price		\$ 1.400				1.35		1.37		1.24			
	Exceptions Noted				TEC TERMS & CONDITIONS APPLY AND ARE ATTACHED		CU AMM-Comex Daily; metal escalation/descalation at time of shipment		Copper 366.87 CWT		See quote sheet			
	Total Items 1-7		\$ 809,550.00						\$ 838,000.00		\$ 814,785.00			
	CERTIFICATION ACKNOWLEDGED		Yes		Yes		Yes		Yes		Yes		Yes	
	ADDENDUM ACKNOWLEDGED		Yes		Yes		No		No		No		No	
	Correct Date for Metals Pricing		Yes		No		No		No		No		No	

March 8, 2012
Consent Agenda Item No. 2f
SH 6 and Southwest Parkway Signal AFA

To: David Neeley, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion on an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to powdercoat the signal poles as part of their project to improve the SH 6 and Southwest Parkway interchange. The estimated cost of the City's participation is not to exceed \$8,000.

Relationship to Strategic Goals: Diverse Growing Economy – Plan for and invest in infrastructure, facilities, services, and personnel, and equipment necessary to meet project needs and opportunities

Recommendation(s): Staff recommends approval of the AFA

Summary: The Texas Department of Transportation (TxDOT) is developing plans to improve the interchange of SH 6 and Southwest Parkway by widening the pavement of the east frontage road to accommodate dual eastbound left turns from the bridge onto the frontage road. As part of the project, TxDOT will be reconstructing the traffic signals at the interchange. For over a decade, the City has installed or participated with TxDOT to install bronze powdercoated traffic signal poles for an improved appearance of the infrastructure. Participation in this Advanced Funding Agreement with TxDOT will continue the uniform appearance of the traffic signals throughout the City.

Budget & Financial Summary: Funds for the City's costs (\$8,000) associated with this project are available in the Public Works Traffic Operation budget.

Attachments:

1. Advanced Funding Agreement (AFA)
2. Map

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the City of College Station, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112696 authorizes the State to undertake and complete a highway improvement generally described as improving the traffic signals on SH 6 frontage roads at the intersection with Southwest Parkway ; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as to powdercoat the new traffic signal poles and mast arms on SH 6 frontage roads at the intersection with Southwest Parkway, called the “Project”; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project

items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

At the request of the State, the Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed

hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mayor City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Nancy Berry

Typed or Printed Name

Mayor, City of College Station

Title

Date

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Chief Financial Officer

Date: _____

THE STATE OF TEXAS

Regional Director

Date

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The City of College Station will fund the cost to powdercoat the new traffic signal poles and mast arms to be placed at the intersections of the SH 6 frontage roads and Southwest Parkway, which is beyond the standard finish provided by the State for these elements. The Local Government's participation is 100% of the cost of these particular improvements. The Local Government's estimated cost of this work is \$8,000., including construction items and construction engineering and contingencies. The Local Government and State have estimated the project to be as follows:

Work Performed by the Local Government							
Description	Total Est. Cost	Federal Funding		Payments by State		Local Participation	
		%	Cost	%	Cost	%	Cost
Work Performed by the State							
Description	Total Est. Cost	Federal Funding		State Participation		Payments by Local Gov't	
		%	Cost	%	Cost	%	Cost
Construction - Powder Coating Signal Poles and Mast Arms	\$7,900	0%	\$0	0%	\$0	100%	\$7,900
State Costs for Review, Inspection, and Oversight of Work Performed by the Local Government							
Description	Total Est. Cost	Federal Funding		State Participation		Payments by Local Gov't	
		%	Cost	%	Cost	%	Cost
Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Direct State Costs	\$100	0%	\$0	0%	\$0	100%	\$100
Indirect State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$8,000	0%	\$0	0%	\$0	100%	\$8,000

Initial payment by the Local Government to the State: \$0

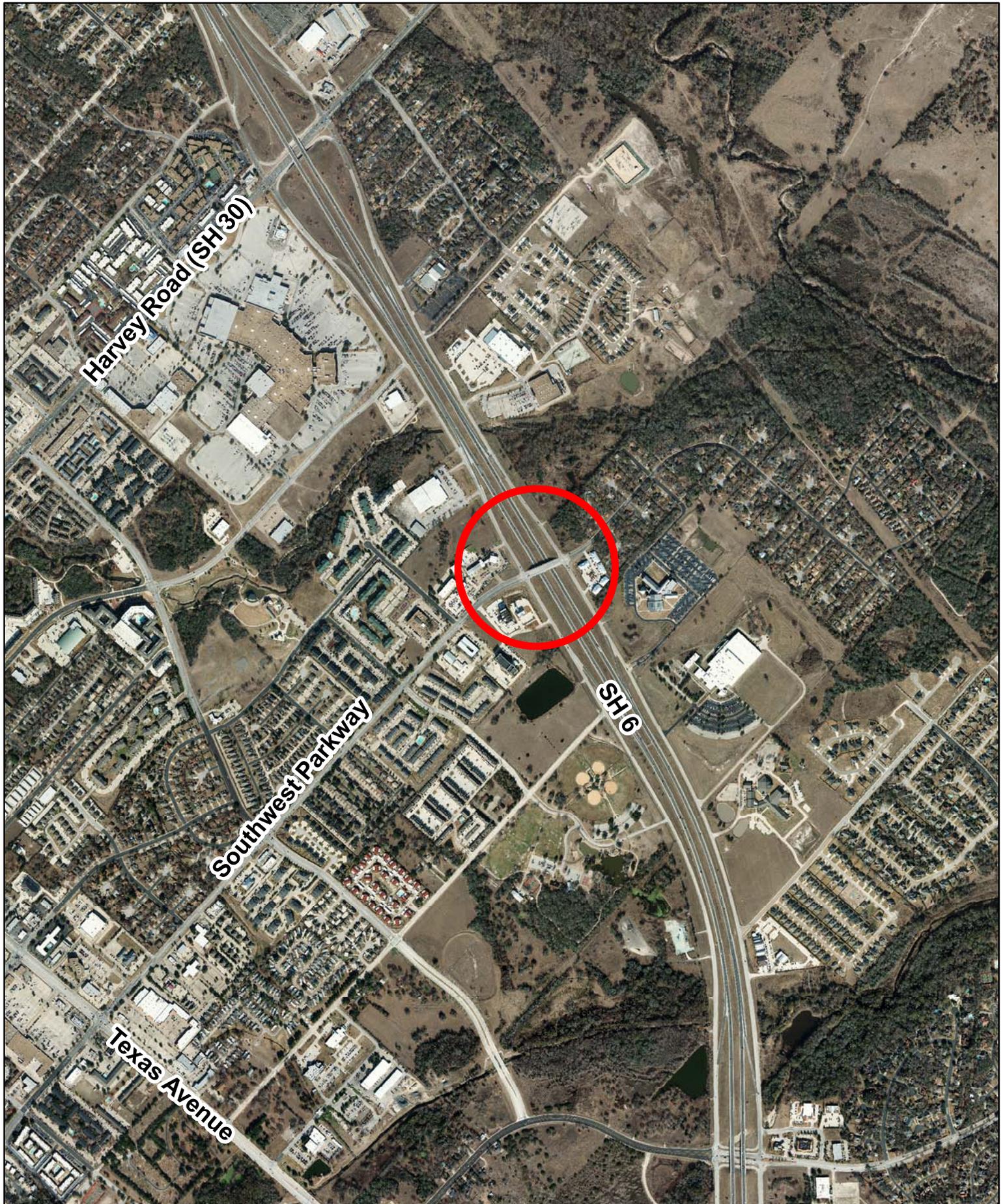
Payment by the Local Government to the State before construction: \$8,000

Estimated total payment by the Local Government to the State \$8,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Maintenance

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.



SH 6 and Southwest Parkway Interchange

March 8, 2012
Consent Agenda Item No. 2g
Purchase of Replacement Water Meters

To: David Neeley, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion recommending approval for the water meter purchase contract with Aqua-Metric Sales Co. for the amount of \$149,432.70.

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

Recommendation: Staff recommends approval of the contract

Summary: This water meter purchase contract is proposed to be the third year of our Water Meter Replacement Program, which has been successful in capturing revenue that was being lost by old water meters that were under-reporting water usage. In just four years, our typical "unbilled water" has dropped from the 9% range, down into the 5% range, which is excellent for a water utility. If the proposed contract is approved, we will purchase 1,230 water meters, and they will be placed in high-usage locations where the existing meters are getting old, which will maximize the value of the new meters.

For the second year, we propose to purchase the "Iperl" model water meters, made by Sensus, which are the state of the art in water metering technology. These meters have no moving parts and virtually eliminate unaccounted water losses experienced with standard meters. (After years of usage, a traditional water meter will have mechanical wear, which makes the parts rotate slower and under-report water usage.) The Ipearl meters carry a twenty year warranty and can be easily retrofitted for automated meter reading capabilities, if we decide to pursue this technology in the future.

Aqua-Metric Sales is the company chosen by the Houston-Galveston Area Council (HGAC) to be the contract dealer for Sensus water meter assemblies and related products in our area. Products offered through HGAC have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252, so we can purchase them directly.

These meters are an excellent value to the City and therefore staff recommends approval to purchase them under contract number WM08-10.

Budget & Financial Summary: Funds are budgeted for the Meter Replacement Program in the Water Capital Improvement Projects Fund.

Attachments:

Contract Pricing Worksheet



Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.
Toll Free - 800.926.0234

uestions.

March 8, 2012
Consent Agenda Item No. 2h
Termination of the Borrowed Employees Agreement Between
BVSWMA, Inc and the City of College Station

To: David Neeley, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion on a Termination Agreement terminating the Borrowed Employees Agreement between BVSWMA, Inc and the City of College Station.

Recommendation(s): Staff recommends approval of the Termination Agreement

Summary: During the negotiations to set up the Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA) as a local government corporation, one of the lynch pins of finalizing the agreement was the Borrowed Employees Agreement (BEA). The BEA provides that the employees of the city are to remain city employees but will work for BVSWMA with BVSWMA, reimbursing the city for the actual cost of the employees. This was done so the city employees would be able to remain participants in the city's retirement plan, TMRS.

Despite the good faith intentions and efforts by many to create and have the BEA succeed, the legal and logistical complexities of having a city employee in reality work for another entity and be supervised by non-city employees is causing inefficiencies and ineffectiveness for all involved. As this has become apparent, there have been recent discussions between College Station and BVSWMA (and the City of Bryan because they have borrowed employees as well) about terminating the BEA so that all the city employees assigned to BVSWMA may either become BVSWMA employees or seek other employment opportunities at the city.

At the BVSWMA, Inc board meeting on February 29, 2012 the BVSWMA Board of Directors voted to approve an agreement that terminates the BEA between BVSWMA, Inc and the City of College Station, effective May 1, 2012. Upon approval by the City Council, Borrowed Employees will have thirty days to submit their application to BVSWMA where, upon passing a drug screening and criminal background check, they will be hired by BVSWMA, Inc and continue to perform the same job. Borrowed employees may also, if they desire, apply for other job opportunities at the City of College Station, or seek other options.

Budget & Financial Summary: Termination of this agreement will not have an impact on the budget.

Attachments:

1. A copy of the Termination Agreement will be available at the Council Meeting.
- 2.

March 8, 2012
Consent Agenda Item No. 2i
Authorization to Disburse Incentive Funding for
Texas Institute for Preclinical Studies (TIPS)

To: David Neeley, City Manager

From: Randall Heye, Economic Development Analyst

Agenda Caption: Presentation, possible action, and discussion authorizing the payment of an economic development incentive in the total amount of \$250,000 to Texas A&M University's Texas Institute for Preclinical Studies (TIPS).

Recommendation(s): In fulfillment of the City's obligation, staff recommends approval of the third of five annual payments of \$250,000 to Texas A&M University for performance in 2010-2011.

Summary: On December 14, 2006 the City Council unanimously approved a resolution in support of a five year, \$1.25 million incentive for the development of TIPS by Texas A&M University as part of a larger Economic Development Agreement with the Research Valley Partnership (RVP).

In return for the City's investment, TIPS has made an investment of more than \$40,000,000 in real and personal property and constructed an 112,000 square foot facility on Raymond Stotzer Parkway. Approximately 12,000 gross square feet of that facility serves as life science business accelerator offices. Additionally, TIPS has committed to create new jobs each year for the term of the agreement. In Fiscal Year 2011, TIPS hired 8 new employees and maintained 29 total employees, not including student workers.

Further details regarding TIPS' performance in Fiscal Year 2011 are included in the attached *Annual Certification – Supporting Documentation Form*.

TIPS recently finalized the creation of an Industry Advisory Board and have invited Todd McDaniel with the RVP to serve as a member. The Board will meet semiannually beginning March 6, 2012. Mr. McDaniel's invitation is also attached.

The RVP has confirmed that TIPS is in full compliance with the provisions set forth in the Resolution adopted by City Council. Both the City of Bryan and Brazos County are also providing incentives and have already made their third annual payment.

Budget & Financial Summary: The cost of the City's portion of the total incentive package provided to TIPS is \$1.25 million over the life (five years) of the agreement.

The City's 2011 payment of \$250,000 is budgeted and will be expended from the City's Economic Development Fund.

Attachments: TAMU Statement of Compliance
Annual Certification – Supporting Documentation Form
TIPS Industry Advisory Board Invitation

**STATEMENT OF COMPLIANCE WITH ECONOMIC DEVELOPMENT
AGREEMENT BETWEEN TEXAS A&M UNIVERSITY AND THE RESEARCH
VALLEY PARTNERSHIP**

Company Name:	Texas A&M University
Date of Agreement:	October 22, 2008
Expenditure Report:	Provide a financial report detailing expenditures of the contribution.
Project Building:	Provide the amount of incubator office space and wet labs space for tenants in cooperation with RVP.
Jobs:	Provide the number of new jobs created within TIPS.
Advisory Board Membership:	Provide the RVP appointment of a member to TAMU Economic Development Advisory Board.*
Cooperation:	Provide the summary of how TIPS and RVP are working together to attract technology based companies as tenants in the incubator space.
Contracts:	Provide the number of new companies contracted that will bring new monies to College Station.

* Economic Development Advisory Board has not been created as of 1/1/2012, but should be created in the coming year.

Texas A&M University acting by and through its duly authorized representatives (the "Owner"), hereby certifies any improvements on the Property, as called for in the above referenced Agreement, have been completed and constructed pursuant to said agreement. Owner further certifies that it is in compliance with every other applicable term of said Agreement.

Signed this 26 day of January, 2012.

TEXAS A&M UNIVERSITY
BY: 
Title: Carol J. Cantrell
Senior Associate Vice President

**Economic Development Agreement Between Texas A&M University
and The Research Valley Partnership, Inc.**

Annual Certification - Supporting Documentation

Theresa Fossum, DVM, PhD – TIPS Director

November 9, 2011

Expenditure Report

The prior year contribution by RVP was utilized by the Texas A&M Institute for Preclinical Studies (TIPS) in support of TIPS operational personnel salaries (98%) and TIPS equipment and operational and maintenance expenses (2%). For the prior twelve (12) month period, TIPS has not received funding in grants, gifts, appropriations or otherwise, in excess of \$10,000,000 for use in paying start-up expenses (excluding project specific equipment, imaging equipment, and equipment leases) for the operation of TIPS.

Project Building

The TIPS facility includes a large laboratory hospital including four surgical suites, vivarium, pasture and two barns for long-term holding of ruminant hoof stock, administrative space for TIPS and the Office of Technology Commercialization (OTC), incubator space for start-up companies, and an *in vivo* research imaging core suitable for large laboratory animal species. The incubator space, known as the Texas A&M Bioscience Business Accelerator (BBA), consists of office and wet lab space, as well as shared space combining for approximately 12,000 square feet. The following start-up companies have been tenants of BBA over the past year: DEP Shape Memory Therapeutics, CorInnova, QHeart, Noesys Data, Kalon Biotherapeutics and the Research Valley Partnership's Research Valley Innovation Center.

Jobs

During Fiscal Year 2011, TIPS had 29 employees (excluding student workers) of which 8 were new personnel within TIPS.

TAMU has complied with all federal and state laws, including but not limited to Section 503 and 504 of the rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990, and will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in its employment policies or other programs.

Advisory Board Membership

The Institute for Innovative Therapeutics, the TAMUS-level entity that encompasses TIPS, TIGM and NCTM, has been approached about establishing an advisory board that will include RVP representation to

not only provide guidance to TIPS, but also the broader enterprises in the IIT. It is anticipated that this board will be an excellent interface for the basic and applied science programs as well as the commercial activities of the IIT components. TIPS relocated under the umbrella of the College of Veterinary Medicine and Biomedical Sciences on September 1, 2011 and a working group is in the process of identifying the appropriate structure for the advisory board. It is anticipated the board will be in place not later than February 2012. In the interim TIPS has received guidance from the Vice President for Research Office, Office of Technology and Commercialization, and informally for marketing aspects from the Research Valley Partnership.

Cooperation

TIPS and RVP are working together along with the TAMUS Office of Technology and Commercialization (OTC) and TAMU Office of the Vice President for Research (VPR) to attract technology based companies as tenants in the incubator space. Seminars continue to promote the TIPS facility. TIPS senior personnel have been meeting with one to two companies per week on proposed sponsored research to be conducted at TAMU. Not all of these industry initiatives turn into TIPS research projects; some are directed to other University areas of specialty. TIPS attended the BIO conference as a partner with RVP, and TIPS is also part of the Bio-Corridor initiative with RVP. The RVP has provided assistance with direct action in the creation of the incubator application form, and also participates as an incubator committee member.

Contracts

TIPS conducted a variety of industry, academic collaborations and Department of Defense sponsored projects during the past year, the second year of occupancy in the new TIPS facility.

Work has been completed or is in progress for the following:

- Cyberonics – 2 Device Studies
- Department of Defense (DARPA) – SBL
- DARPA – Fracture Putty
- DARPA – Deep Vascular Occlusion Device (with Siemens)
- TAMU – CVM – Griffin Study on DTI
- TAMU – CVM – Fries Imaging Study with Dachshunds
- TAMU – CMP – Browning Imaging Study in Fish
- TAMU – Birch Fetal Alcohol Syndrome
- TAMU – Cote Microsensor
- TIPS – University of Pittsburgh – Failed Fontan
- HAART
- TAMU – Maitland Shape Memory Polymers
- Repair Technologies
- Nanomedical – 2 Device Studies
- Texas Biochemicals

- Scott & White – Renal Stenosis
- Scott & White – Carotid Aneurysm
- Salient Pharmaceuticals
- Elanco
- 4-Web Spine
- Abiomed – physician training
- Gradalis – 2 Drug Studies
- MicroMed CV, Inc. – 2 Device Studies
- Calon Cardio
- Nanospectra

Proposals/protocols are in the development stage for the following:

ARA – Low Level Overpressure

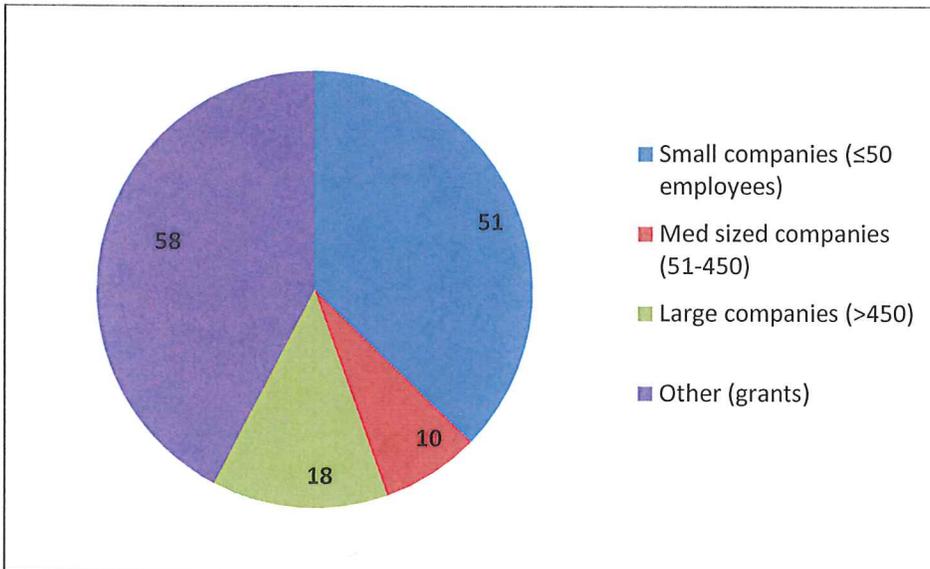
- Elanco
- UTHSCA – Miller
- TAMHSC Temple
- Radikal Therapeutics Ltd.
- Micrus Endovascular Corp.
- TIPS – NIH GI VAD Study Tuzun
- TIPS – Airforce Grant Tuzun
- Fossum – Prokop NIH Stem Cell
- TIPS – CPRIT
- Gradalis – Clean Technology
- Cyberonics – New Device Project
- Ingeneron
- Biosense Webster

The GLP research and imaging capabilities of TIPS continue to draw inquiries and create opportunities for research collaborations and industry partnerships. Collaborations are being formed in the following initiatives: cancer, imaging device/methodology, nanomedicine, pediatric devices, device development and emergency medicine.

Since January of 2009, TIPS has had approximately 137 inquiries about preclinical research projects. The distribution of industry and grant project inquiries is reflected in Chart 1. below. Project interest from small companies (≤ 50 employees) represent 51% while grant projects (both collaborative and TIPS generated) represent 58%. The small business group is from small businesses/biotech companies in the state of Texas or companies wishing to relocate to Texas because of the favorable biotech industry “climate” and availability of critical infrastructure for preclinical studies. The large companies are interested in TIPS because of expertise in medical device work with large animal models. The third group

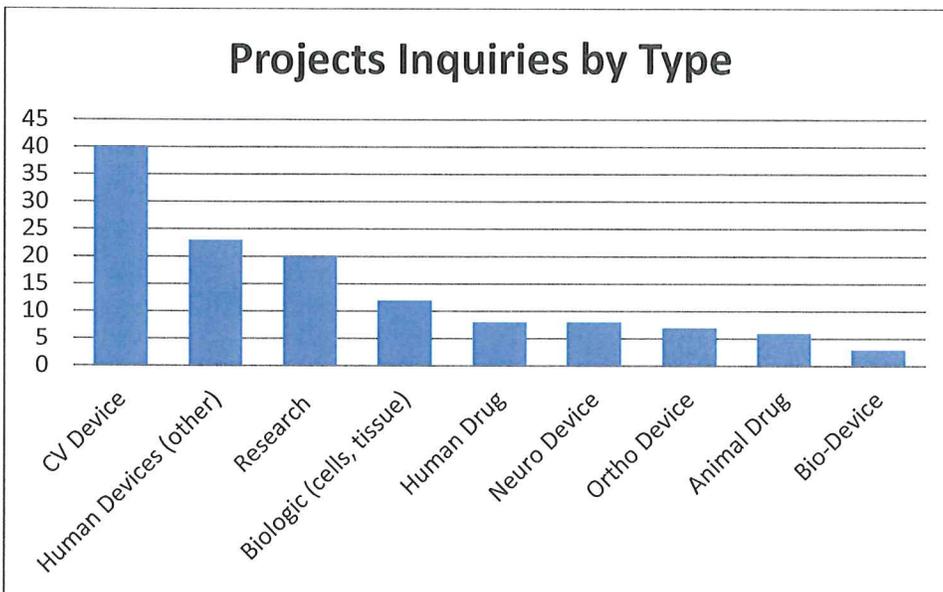
with interest has been Texas A&M researchers, investigators from other institutions, TIPS researchers seeking grants, and industry/university collaborators seeking grants.

Chart 1. Inquiries for Preclinical Projects by Size of Organization



The types of projects discussed are reflected in Chart 2. below. Medical devices especially cardiovascular devices remain the primary area of inquiry from companies and universities alike, representing 32%. The focus of project inquiries on device studies is 72%. This statistic alone further emphasizes the need for facilities to provide large animal preclinical and GLP capabilities.

Chart 2. Projects Inquiries by Type



From: "Fossum, Theresa W" <tfossum@tamu.edu>
To: Todd McDaniel <tmcdaniel@researchvalley.org>
Sent: Wed, Feb 22, 2012 17:30:05 GMT+00:00
Subject: TIPS Advisory Board Letter

COLLEGE OF VETERINARY MEDICINE & BIOMEDICAL SCIENCES
TEXAS A&M INSTITUTE FOR PRECLINICAL STUDIES



Dear Mr. McDaniel:

I would like to extend a special invitation to you to serve on the Texas A&M Institute for Preclinical Studies (TIPS) Industry Advisory Board. We are assembling a group of world-class advisors to guide and assist us in the future direction of TIPS and would be honored by your participation.

The TIPS Industry Advisory Board will ensure the continued success of TIPS by engaging and connecting the institute with industry partners and community leaders for the purpose of building long standing relationships and developing strategies to accelerate drug and device development through interdisciplinary, large animal, Good Laboratory Practice (GLP) preclinical services as well as by promoting the use of naturally occurring animal models in research.

Roles of the industry advisory board will include:

- feedback on “what industry wants” related to TIPS existing services and identifying future niche opportunities for TIPS to pursue now and in five years;
- recommendations to establish TIPS as an industry model for successful public/private partnerships and state-of-the-art preclinical research and development center;
- identification of collaborative research opportunities and global alliances to develop medical innovations and commercialize new devices; and
- ideas to position TIPS as a launching pad for promising discoveries for early life science technology companies by providing support throughout the discovery to commercialization process.

We are currently planning for the board to meet twice per year, once this Spring and Fall. We would be pleased to handle your travel and accommodation expenses during these meetings.

An initial kick-off conference call is scheduled for **March 6, 2012 at 2 PM CST** to answer any questions about TIPS and discuss ideas for the board. Please call Katy Scott 979.260.1755 or email kscott@researchvalley.org to let us know if you will be available to participate in this conference call. The conference call number is **(979) 847-9187**.

Thank you for considering this special invitation. I hope to hear from you soon.

With warm regards,

A handwritten signature in black ink that reads 'Theresa W. Fossum'.

Theresa W. Fossum, DVM, PhD
Diplomate ACVS
Tom and Joan Read Chair in Veterinary Surgery
Director and Founder, Texas A&M Institute for Preclinical Studies
Director, Clinical Programs and Biomedical Devices
Michael E. DeBaakey Institute
Professor of Surgery
Texas A&M University College of Veterinary Medicine

800 Raymond Stotzer Parkway, Suite 2060
4478 TAMU
College Station, TX 77843-4478

Tel. 979.847.8477 Fax 979.845-6522
<http://tips.tamu.edu>



March 8, 2012
Regular Agenda Item No. 1
Rezoning for 410 Texas Avenue

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - Planning & Development Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 11 acres located at 410 Texas Avenue, generally located at the northwest corner of the intersection with University Drive, from R-2 Duplex Residential, R-4 Multi-Family, C-1 General Commercial, and C-2 Commercial-Industrial to PDD Planned Development District.

Relationship to Strategic Initiatives: Financially Sustainable City, Core Services and Infrastructure, Neighborhood Integrity, Diverse Growing Economy, Sustainable City

Recommendations: The Planning and Zoning Commission considered this item at their March 1st meeting and voted 6-0 to recommend approval with the condition that the application and concept plan be revised to reflect the conditions as agreed with staff. The revisions have been incorporated into the attached ordinance and staff report. Staff had recommended approval with conditions that have since been resolved.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Urban and part of Redevelopment Area II on the Comprehensive Plan Future Land Use and Character Map. The intersection of Texas Avenue and University Drive has also been identified as a Primary Arrival Gateway into the City. The Comprehensive Plan describes Urban as:

This land use designation is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments. General commercial and office uses, business parks, and vertical mixed-use may also be permitted within growth and redevelopment areas.

Redevelopment Area II: Texas Avenue, University Drive, and Harvey Road is described by the Comprehensive Plan as:

This area includes a number of underperforming land uses that, due to their proximity to two of the busiest corridors in the City, are poised for redevelopment. Much of the area is currently subdivided into small lots, making it difficult to assemble land for redevelopment...The proximity of existing neighborhoods and the Texas A&M University campus requires careful site planning and appropriate building design. These efforts should be complimentary to the Area V: Hospitality corridor plan, the neighborhood plan

for the Eastgate area, and the Texas A&M University Campus Master Plan and should focus on bringing vertical mixed use and other aspects of urban character to this portion of the City.

The proposed PDD zoning with associated Concept Plan is consistent with the objectives of the Comprehensive Plan to redevelop and consolidate underperforming properties in this area of the City. The requested rezoning proposes to provide vertical mixed use, high density multi-family, and pedestrian oriented development at the corner of Texas Avenue and University Drive in proximity to the Texas A&M University campus.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The existing zoning and conforming uses of nearby property are consistent with the proposed uses. The scale of the proposed uses, however are intended to be developed at a higher density and are more intense than the nearby existing fourplex, hotel and restaurant uses. The neighboring developments are developed at a lower intensity with surface parking lots and open space while the proposed development utilizes structured parking and has requested reduced setbacks and increased density allowances.

One of the adjacent fourplex owners along Hensel Street to the northwest has expressed concern regarding the building mass of proposed development (see attached email) and has also expressed a desire to be included in the request. The concern relates to the potential of a 50-foot tall building approximately 50 feet from the existing fourplex. While a large height differential may be created by this request, the existing zoning for each of these properties does not restrict building height so these developments could develop in this manner currently. Also, there are not height restrictions between adjacent developments of the same type of use. The adjacent R-4 Multi-Family district could redevelop in a similar scale if it were able to meet place all site requirements on the property.

Representatives of the Texas A&M University System to the southwest have verbally expressed concerns regarding the nature and scale of the proposed development. It is our understanding that the A&M System intends to develop their property with private commercial, retail, residential, and other uses and is concerned about the compatibility between their future development and the proposed development. Thus far, they have expressed an unwillingness to accommodate vehicular, bicycle, or pedestrian connections between the two properties, something that is commonly required between similar types of developments throughout the City.

- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed PDD Planned Development District proposes a vertical mixed use development with a mixture of commercial and multi-family uses. These uses are suitable for the property based on its location within the core of the City and proximity to the Texas A&M University campus. The scale and density of the development factor into the availability of transportation and utility capacity in the area. As described later, the proposed development proposes some transportation improvements and mitigation efforts and acknowledges that utility upgrades will be necessary to provide adequate services to the development.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The C-1 General Commercial district at the corner of Texas Avenue and University Drive and

R-4 Multi-Family district along the former Meadowland Street should be considered suitable, separate uses for the property. The smaller areas of R-2 Duplex Residential and C-2 Commercial-Industrial, however, are not suitable for this area of the City that is designated for redevelopment and intended for high intensity uses.

5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** Most of the properties should be considered marketable with their current zoning, though the presence of four different zoning classifications on the property constrains the potential for large-scale redevelopment opportunities.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The existing Plaza site is served by 12-inch waterlines along Texas Avenue and University Drive. Per discussions with the applicant, additional information will be needed through fire demand modeling on existing available capacity. Once this has been analyzed by the applicant, the City can better understand the proposed locations, potential required up-sizing, and the potential required re-alignment of existing waterlines within/near the proposed development.

The existing Plaza site is served by an 8-inch gravity sanitary sewer collection line that spans from University Drive to the existing Hensel Park Lift Station. This respective lift station then pumps sanitary sewer flow to the 'Northeast Trunkline' via a 12-inch force main. The 'Northeast Trunkline' conveys this flow to the Carters Creek Wastewater Treatment Plant. Using the City of College Station's sanitary sewer modeling software and the proposed build-out sanitary sewer demands submitted by the applicant, the City has determined that there is not adequate capacity in the existing 8-inch sanitary sewer line that spans from this respective development to the existing Hensel Park Lift Station. The City has, however, concluded that there is existing available capacity in the Hensel Park Lift Station/force main as well as the 'Northeast Trunkline'. Because of this, this development would need to include off-site sanitary sewer improvements to provide additional collection system capacity.

Drainage is generally to the south and west within the Wolf Pen Creek and Burton Creek Drainage Basins, respectively. Stormwater and other public infrastructure improvements required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

As part of the rezoning application, a Traffic Impact Analysis (TIA) was submitted. Because of the expediency with the approval process and in order to accommodate the applicant's timeline, up to date traffic counts were not conducted instead the applicant utilized a previous analysis conducted in 2011 by HDR the applicant's traffic consultant, of the intersection at Texas Avenue and University Drive. This analysis was presented to the Bryan/College Station MPO. Based on that analysis, the TIA utilized the traffic counts and the intersection operation analysis. The TIA indicated that the intersection of Texas Avenue and University Drive is operating at a Level of Service (LOS) E. Utilizing a scale of LOS "A" thru LOS "F" with "A" being the best LOS "free flow traffic" and LOS F being the worst LOS "bumper to bumper traffic" and LOS "D" being the acceptable LOS the intersection is operating at unacceptable LOS. With that in mind the goal was to provide mitigation strategies that would not prevent the intersection of University Drive and Texas Avenue operate at a worse LOS. The following mitigation strategies have been identified:

- An additional left turn bay will be added to University Drive eastbound to northbound Texas Avenue, creating a dual left configuration by modifying the existing raised median.
- On University Drive, a right turn deceleration lane for the proposed driveway will be built to meet TxDOT design criteria. The raised median on Texas Avenue will also be extended north beyond the proposed driveway location. These mitigation items are at the request of TxDOT and concurred by City staff.
- Both the Brazos Valley Transit District and TAMU Transit have indicated that they would not alter their routes to provide service within the proposed site. However, both transit providers have routes along University Drive and Texas Avenue. In order to mitigate traffic at the intersection of University Drive and Texas Avenue, staff has recommended the applicant work with both transit providers regarding bus stops along University Drive and Texas Avenue in close proximity to the proposed site. Furthermore, pedestrian and bicycle accommodations within the site be provided and directed toward the transit areas.
- The former Meadowland Street intersection at University Drive and the existing median break in University Drive closed. This is at the direction of TxDOT and concurred by City staff.
- To meet block length requirements, one projection westbound to TAMU property west of the proposed site has been provided. Ultimately this would also serve as an alternative route to University Drive and Texas Avenue, somewhat relieving traffic at that intersection. It is anticipated that TAMU property will be redeveloped to include commercial, retail, and residential uses.
- An additional right turn lane will be provided on southbound Texas Avenue to westbound University Drive. Room for the construction of the second right turn lane is available with the proposed 7.5-foot right-of-way dedication along Texas Avenue.

SUMMARY OF CONCEPT PLAN

The requested rezoning and associated Concept Plan propose a vertical mixed use and multi-family redevelopment at the intersection of Texas Avenue and University Drive. The vertical mixed use area consists of more than 60,000 gross square feet of ground floor general commercial uses with multi-family units above. The multi-family area consists of multi-story buildings oriented along the side and rear of the development along the former Meadowland Street. The applicant proposes building heights ranging up to 70 to 80 feet or eight stories. The development is proposed in two phases with the vertical mixed use and some of the multi-family buildings developed in the first phase with the remainder of multi-family areas along the former Meadowland Street and Hensel Street in the second phase. For the most part, parking will be provided in three proposed parking garages located in different areas of the development. All existing buildings in both phases, including the former Plaza Hotel tower, will be demolished before a building permits will be issued for new construction.

The development will use the dimensional standards of the C-1 General Commercial zoning district for the commercial uses and R-6 High Density Multi-Family zoning district for the residential uses. Additional description, standards and improvements by the development will be provided later.

Meritorious Modifications

This area is designated as a Redevelopment area in the Comprehensive Plan which acknowledges some role for the City may be necessary to encourage redevelopment. Some modifications result from the intended urban nature of the proposed development and some are due to the suburban style of some of the applicable development regulations. The applicant is requesting the following meritorious modifications or alternatives to standard ordinance requirements:

1. **Zoning District Standards – UDO Section 5.2 “Residential Dimensional Standards” and Section 5.4 “Non-Residential Dimensional Standards”:** An increase to the maximum residential unit density from 30 units per acre to 60 units per acre is proposed by the applicant. While this increase in density can be supported, it is necessary to ensure that adequate infrastructure and transportation facilities including vehicular, bicycle, and pedestrian are provided for the development and surrounding area.

The applicant requests to reduce minimum building setbacks for the C-1 General Commercial and R-6 High Density Multi-Family based zoning districts to 5 feet along all property lines with the understanding that sufficient easements for utilities will be provided. The standard building setbacks for these districts are 25-foot front setback, 7.5-foot side setback, 15-foot side street setback, and 15-foot rear setback for the C-1 district and 20-foot rear setback for R-6.

2. **Use – UDO Section 6.2.C “Use Table”:** The P-MUD Planned Mixed Use District is the base zoning district for uses for the development with Health Care, Medical Clinic added as a permitted use and Country Club, Duplex, Fuel Sales, Fraternal Lodge, Golf Course/ Driving Range, Parking as a Primary Use, Single-Family Detached, Sexual Oriented Businesses, and Shooting Range (Indoor) uses removed from the permitted list.
3. **Parking – UDO Section 7.2 “Off-Street Parking Standards”:** The applicant proposes the standard shopping center ratio of 1 parking space per every 250 gross square feet of commercial use (1:250), though not required to provide additional parking if more than 25% of these areas are utilized as intense commercial uses. The applicant also proposes the minimum residential parking requirement be reduced to one parking space per bedroom. The current ordinance requires one space per bedroom for three and four bedroom units though some additional parking is provided with one and two bedroom units (1.5 spaces/ bedroom). Also, up to 5% of the parking spaces in the garage may be compact parking spaces. This parking reduction can be supported if sufficient transit, bicycle, and pedestrian facilities are provided.
4. **Transportation – UDO Section 7.3 “Access Management and Circulation”, Section 8.2.G “Blocks”, and Section 11.2 “Defined Terms”- Public Way:** The applicant proposes some modifications to transportation related requirements:
 1. Three driveways exist along Texas Avenue and six driveways along University Drive, including the former Meadowland Street. Though the proposed Concept Plan consolidates these to one driveway on Texas Avenue and one driveway on University Drive, the proposed driveways do not meet minimum spacing standards. Also, driveways along the proposed Public Ways do not meet spacing standards based on existing conditions. The applicant requests the proposed spacing be acceptable.
 2. The maximum block length in Urban designated areas is 660 feet with a maximum block perimeter of 2,000 feet. Based on the dimensions of this area, two public way projections would be required along the Public Way Section C-C toward the Texas A&M System property to the southwest. The applicant has proposed one Public Way projection near the center of this length. Though the Texas A&M System has not

been supportive of any type of connection between the two developments, they are in the process of developing a master plan for a private development of commercial, retail, residential, and other uses which will be subject to similar requirements.

3. Public Ways are defined with certain dimensional and design criteria. The applicant requests to reduce the maximum curve radius from a 200-foot radius to a 45-foot radius, allow sidewalks to be back of curb instead of three feet off and have sidewalk widths as shown in the attached cross sections. Also, the pedestrian facilities for the Public Way projection to the Texas A&M University System property may be located through the nearby amenity area.
5. **Signs – UDO Section 7.4 “Signs”:** Instead of using this Section as the basis for signage, the applicant proposes to utilize the signage permitted in Wolf Pen Creek (UDO Section 5.6.A.11 Signs) with the following modifications:
 1. Signs may be approved administratively by staff with appeals to staff’s interpretations being able to be considered by the Design Review Board;
 2. Wayfinding signage (UDO Section 7.4.AA Campus Wayfinding Signs) is permitted for this development; and
 3. Projection signs may be used for identification signage for the general area and not count against the attached signage square feet unless they contain copy of the individual business. Projection signs may be oriented toward the public rights-of-way or public ways and one permitted per tenant per public way frontage.
6. **Landscaping – UDO Section 7.5 “Landscaping and Tree Protection”:** Instead of using this Section as the basis for landscaping, the applicant proposes to utilize the Northgate standards contained in UDO Section 5.6.B.9 “Landscape and Streetscape Standards” with the following modifications:
 1. The street trees along Texas Avenue and University Drive may be placed outside of TxDOT right-of-way. Street trees along Public Way Sections A-A and B-B shall be 50 feet on center with alternating planting areas spaced at 50 feet on center consisting of non-canopy trees, hedges or seasonal plantings. The Public Way Section C-C will have planting areas of 25 feet on center consisting of non-canopy trees, hedges, or seasonal plantings;
 2. Building and Site Lighting shall still comply with UDO Section 7.10 Outdoor Lighting Standards; and
 3. The Street Lights section is not applicable as lights are owned and maintained by property owner.
7. **Architecture – UDO Section 7.9 “Non-Residential Architecture Standards”:** Instead of using this Section as the basis for architecture standards, the applicant proposes to utilize the Northgate standards contained in UDO Section 5.6.B.4 “Building Design Standards” except that residential dwelling units in a building with less than 12 units may have access through a parking area or garage. All subsections (Building Orientation and Access, Building Transparency, Architectural Relief, Roof Type, Exterior Building Material, Exterior Building Colors, and Canopies/Awnings) shall apply to all non-residential and residential buildings.
8. **Infrastructure – Section 3.3.A “Applicability”:** The applicant proposes a modification to the platting requirement. Most of the property is platted though a couple areas are still tracts of land. The applicant has requested that building permits may be issued on these tracts prior to platting with the provision that a temporary blanket easement be placed on the property and the property platted/replatted once all utilities are constructed and relocated and before Certificates of Occupancy are issued for the buildings.

Community Benefits and Additional Enhancements

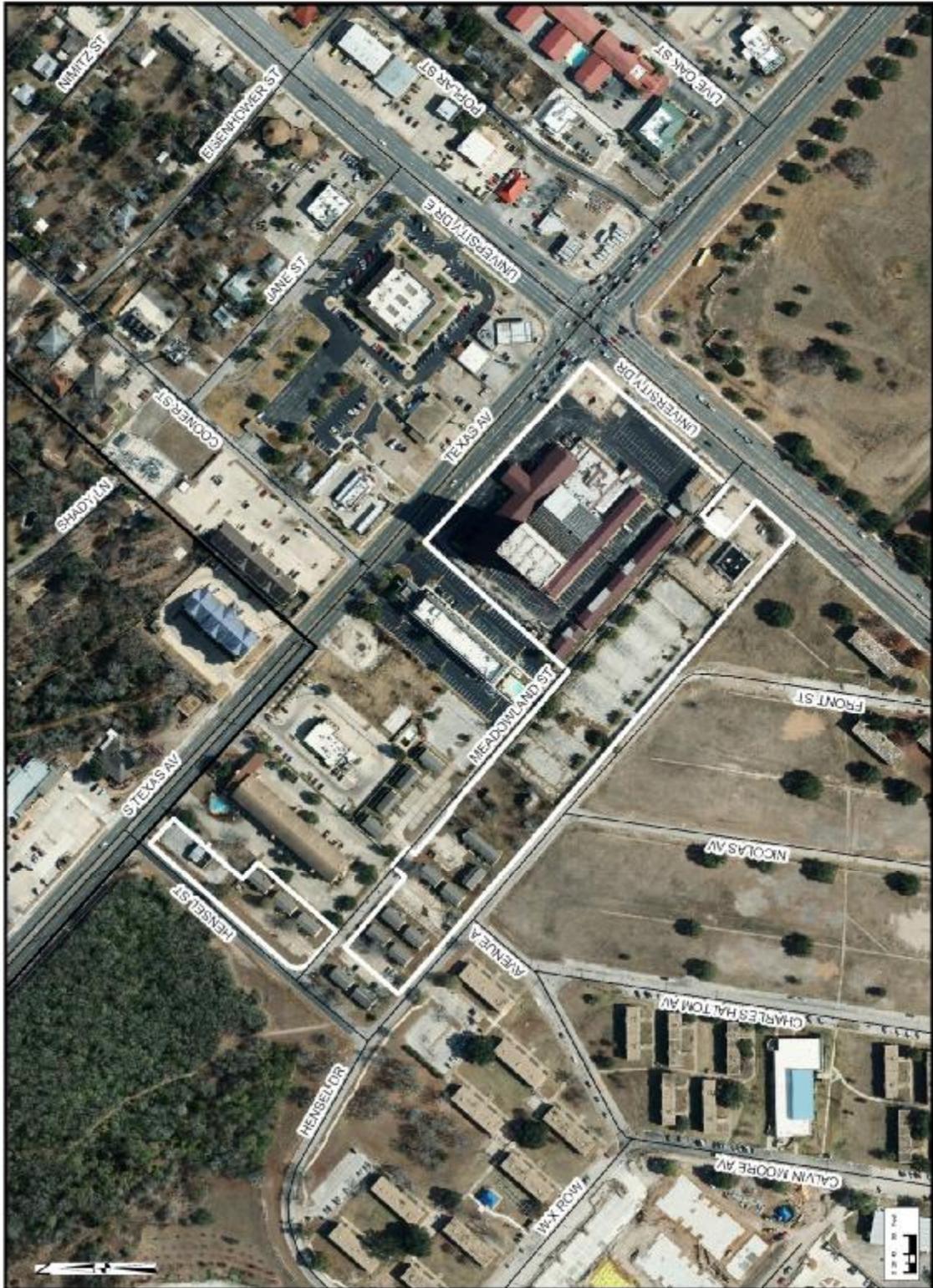
The applicant has identified the following community benefits, additional enhancements or improvements:

1. Implementation of the Comprehensive Plan through redevelopment of an underperforming, blighted area that is designated as a Primary Arrival Gateway and described by the Comprehensive Plan as an area that should "focus on bringing vertical mixed-use and other aspects of urban development to this portion of the City." All existing buildings will be demolished before building permits will be issued for any new construction.
2. The Northgate Building Design Standards (UDO Section 5.6.B.4) apply to all buildings, residential and non-residential. Currently there are no architectural requirements for residential buildings outside of the Northgate District.
3. The Northgate Bicycle Parking Standards (UDO Section 5.6.B.7) apply to the development except that the design of the bicycle rack design is determined by the owner and approved by the City and bicycle parking may be located within the parking garage areas. Currently there are no bicycle parking (bike rack) requirements for residential developments outside of the Northgate District.
4. To promote transit usage, installation a bus stop shelter as approved by the City in a location for TAMU Transit bus service, if provided, and another along University Drive to utilize District bus service. Bus stops or bus shelters are not required by standard ordinance.
5. The Northgate Dumpster and Mechanical Equipment Standards (UDO Section 5.6.B.10) shall apply with the exception that vegetation may also be used as a screening tool.
6. The Northgate Outside Storage and Display Standards (UDO Section 5.6.B.13) shall apply to the development.
7. The parking garage on Texas Avenue is wrapped with general commercial use on ground floor and residential above and the other parking garages along the former Meadowland Street are wrapped with multi-family uses along the Public Way.
8. An eight-foot bicycle and pedestrian route is proposed along the southwest property line to connect multi-family buildings and two parking garages to the University Drive sidewalk to facilitate bicycle and pedestrian movements from the development toward the Texas A&M University campus.
9. As permitted by TxDOT, mitigation for the Texas Avenue and University Drive intersection is proposed through a variety of transportation improvements including the intersection and median break for the former Meadowland Street will be closed, a dual left turn lane on University Drive eastbound to Texas Avenue northbound and queue length extended, a dual right turn lane on Texas Avenue southbound to University Drive westbound, multiple driveways will be consolidated into one driveway on Texas Avenue and one driveway on University Drive, the median on Texas Avenue will be extended north past the proposed Public Way driveway, and a deceleration lane will be added to the proposed Public Way driveway on University Drive.

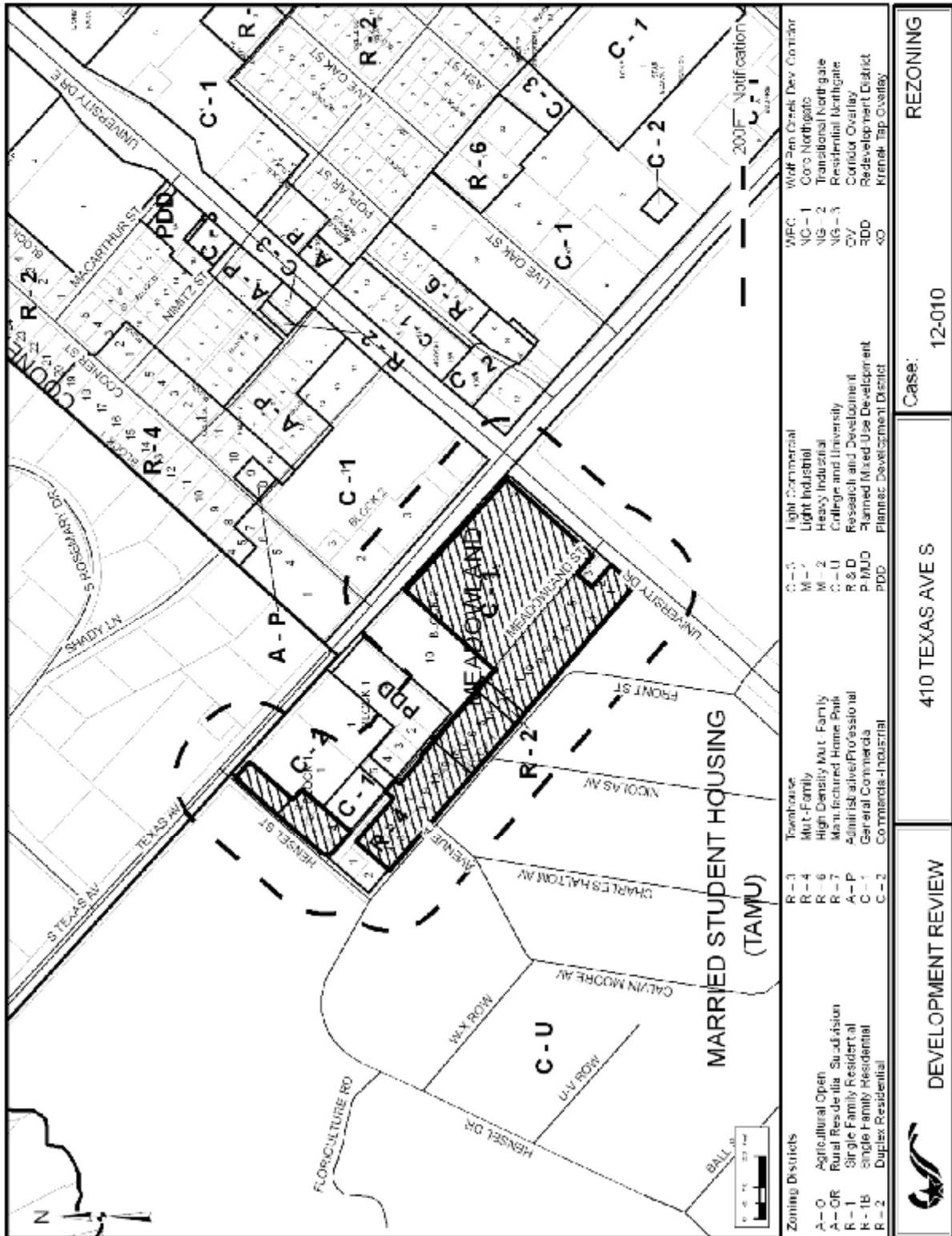
Budget & Financial Summary: N/A

Attachments:

1. Aerial & Small Area Map (SAM)
2. Concept Plan
3. Background Information
4. Email from Kevin Burgess, adjacent land owner
5. Draft March 1st Planning & Zoning Commission Minutes (provided prior to meeting)
6. Ordinance



	DEVELOPMENT REVIEW
410 TEXAS AVE S	Case: 12-010
	REZONING



Zoning Districts	Light Commercial	WRC	2001F Notification
A-O Agricultural Open	C-1 Light Commercial	WRC Wolf Pen Creek Dev Corridor	
A-CR Rural Residential Subdivision	C-2 Light Industrial	NC-1 Core Northgate	
R-1 Single Family Residential	C-3 Heavy Industrial	NS-2 Transitional Northgate	
R-1B Single Family Residential	C-4 College and University	NS-3 Residential Northgate	
R-2 Duplex Residential	C-5 Research and Development	CV Curious Overlay	
	C-6 Planned Mixed Use Development	RDD Redevelopment District	
	C-7 P.M.U.	KD Krennek Top Overlay	
	C-8 P.D.D.		
	C-9 Townhouse		
R-3 Multi-Family	M-1 Light Commercial		
R-4 High Density Multi-Family	M-2 Heavy Industrial		
R-6 Multi-Family	C-U College and University		
R-7 Multi-Family	R & D Research and Development		
A-P Administrative/Professional	P.M.U. Planned Mixed Use Development		
C-1 General Commercial	P.D.D. Planned Development District		
C-2 Commercial-Industrial			

DEVELOPMENT REVIEW **410 TEXAS AVE S** **REZONING**

Case: 12-010

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 1, 2012
 Advertised Council Hearing Dates: March 8, 2012

The following neighborhood organizations that are registered with the City of College Station’s Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 16
 Contacts in support: None
 Contacts in opposition: One
 Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
Northwest	Urban & Redevelopment Texas A&M University	C-1 General Commercial C-U College and University	Hotel Vacant, wooded
Northeast	Urban & Redevelopment (across Texas Avenue, major arterial)	C-1 General Commercial	Hotels, Restaurant, Gas Station, Office
Southeast	Texas A&M University (across University Drive, major arterial)	C-U College and University	Texas A&M polo field
Southwest	Texas A&M University	C-U College and University	Texas A&M Student housing

DEVELOPMENT HISTORY

Annexation: 1939
Zoning: C-1 General Commercial, C-2 Commercial-Industrial, R-4 Multi-Family, and R-2 Duplex
Final Plat: Gorzycki Meadowlands (1936), North Park I (1980), remaining portions have not been final platted.
Site development: Multiple abandoned developments are located in this area including the former Plaza Hotel, Kettle restaurant, Daylight Donuts, and gas station as well as several abandoned residential structures along the former Meadowland Street.

Jason Schubert - 410 Texas Avenue project

From: Kevin <frontierorbital@gmail.com>
To: <ashfieldmj@gmail.com>
Date: 2/22/2012 3:54 PM
Subject: 410 Texas Avenue project
CC: Jason Schubert <Jschubert@cstx.gov>

Dear Mr Ashfield and Mr Schubert

I am not sure that I can be at the March 1 meeting, but, as owner of the 4-plex 151 Meadowland, I would like to register a concern.

I have talked with Ms Morgan at Mitchell and Morgan. She informed me that the plan is to build a 5 story building opposite my 4-plex on 151 Meadowland such that the foot of that new residence is only 50 feet from my 4-plex. Mr Schubert tells me that there are no College Station restrictions to set minimum separation distances of the buildings since my 4-plex is also zoned multi-family.

If these plans were to proceed, then my 2 story 4-plex would soon be facing a 5 story one only 50 feet away. There would be no view from this 4-plex, only the big building opposite. Do you agree this is unacceptable?

Would you please confirm that you will bring up this issue to the Planning and Zoning Commission at the Mar 1 meeting?

Thank you for your help.

Kevin Burgess

979 574 7464

On Feb 22, 2012, at 3:32 PM, Jason Schubert wrote:

Mr. Burgess,

It was good to speak with you earlier today regarding the Plaza hotel redevelopment site and rezoning. As I promised, the email contact for Mike Ashfield, Chairman of the City's Planning & Zoning Commission, is ashfieldmj@gmail.com. If you include me on the email, I can include in the information that will be forwarded to the Commission for consideration.

Thanks,
 Jason

Jason Schubert, AICP
 Principal Planner
 Planning & Development Services
 City of College Station
 office: (979) 764-3570
 fax: (979) 764-3496
www.cstx.gov

City of College Station
 Home of Texas A&M University ®

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 8th day of March, 2012

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

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

The following properties are rezoned from C-1 General Commercial, R-2 Duplex Residential, and R-4 Multi-Family to PDD Planned Development District:

**METES AND BOUNDS DESCRIPTION
OF A
10.14 ACRE TRACT
J. E. SCOTT LEAGUE, A-50
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J. E. SCOTT LEAGUE, ABSTRACT NO. 50, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 2.297 ACRE TRACT AS DESCRIBED BY A DEED TO WOODRIDGE COLLEGE STATION III, LLC, RECORDED IN VOLUME 10243, PAGE 25 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALLED 0.17 ACRE TRACT AS DESCRIBED BY A DEED TO WOODRIDGE COLLEGE STATION IV, LLC, RECORDED IN VOLUME 10243, PAGE 102 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALLED 4.82 ACRE TRACT DESCRIBED AS TRACT 1 AND ALL OF A CALLED 0.105 ACRE TRACT DESCRIBED AS TRACT 2 BY A DEED TO WOODRIDGE COLLEGE STATION I, LLC, RECORDED IN VOLUME 10242, PAGE 254 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF TRACTS ONE, TWO, THREE, FOUR SIX, SEVEN, EIGHT, NINE, TEN AND ELEVEN AS DESCRIBED BY A DEED TO WOODRIDGE COLLEGE STATION II, LLC, RECORDED IN VOLUME 10243, PAGE 71 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT ENCOMPASSING ALL OF LOTS 1, 2, 4-19 AND A PORTION OF LOT 3, MEADOWLAND ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 94, PAGE 278 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF LOTS 4-10, BLOCK 2, NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND THE ADJOINING PORTION OF MEADOWLAND STREET RIGHT-OF-WAY THAT WAS ABANDONED PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/4 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE (FM 60) MARKING THE SOUTH CORNER OF SAID TRACT TWO (10243/71), SAME BEING THE SOUTH CORNER OF MEADOWLAND ADDITION, AND THE EAST CORNER OF A CALLED TRACT OF LAND CURRENTLY OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM;

THENCE: N 49° 04' 31" W ALONG THE COMMON LINE OF MEADOWLAND ADDITION, NORTH PARK, AND SAID TEXAS A&M UNIVERSITY TRACT FOR A DISTANCE OF 1298.21 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID LOT 4, BLOCK 2, NORTH PARK, AND THE SOUTH CORNER OF LOT 2, BLOCK 2, NORTH PARK;

THENCE: N 41° 19' 32" E ALONG THE COMMON LINE OF SAID LOT 4 AND SAID LOT 2 FOR A DISTANCE OF 156.25 FEET TO THE SOUTHWEST LINE OF MEADOWLAND STREET (40' R.O.W. AT THIS POINT) MARKING THE NORTH CORNER OF SAID LOT 4;

THENCE: S 49° 02' 57" E ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 87.20 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 3 AND LOT 5, BLOCK 2, NORTH PARK;

THENCE: S 49° 12' 26" E CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.75 FEET TO THE COMMON CORNER OF SAID LOT 6 AND LOT 8, BLOCK 2, NORTH PARK;

THENCE: S 49° 08' 04" E CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR

A DISTANCE OF 39.34 FEET TO A POINT MARKING A WESTERLY CORNER OF SAID ABANDONED PORTION OF SAID MEADOWLAND STREET RIGHT-OF-WAY;

THENCE: N 40° 51' 56" E THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 25.17 FEET;

THENCE: S 49° 08' 57" E THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 555.34 FEET TO THE WEST CORNER OF SAID 4.82 ACRE TRACT (10242/254);

THENCE: N 41° 28' 38" E ALONG THE NORTHWEST LINE OF SAID 4.82 ACRE TRACT, AT 14.31 FEET PASS THE SOUTH CORNER OF A CALLED 1.855 ACRE TRACT AS DESCRIBED BY A DEED TO EQI COLLEGE STATION PARTNERSHIP, LP RECORDED IN VOLUME 7619, PAGE 141 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE COMMON LINE OF SAID 4.82 ACRE TRACT AND SAID 1.855 ACRE TRACT FOR A TOTAL DISTANCE OF 415.46 FEET TO THE SOUTHWEST LINE OF TEXAS AVENUE AND THE NORTH CORNER OF SAID 4.82 ACRE TRACT;

THENCE: S 47° 41' 50" E ALONG THE SOUTHWEST LINE OF TEXAS AVENUE FOR A DISTANCE OF 514.27 FEET TO AN "X" FOUND IN CONCRETE MARKING A NORTHEAST CORNER OF SAID 0.17 ACRE TRACT;

THENCE: S 08° 48' 02" E ALONG THE EAST LINE OF SAID 0.17 ACRE TRACT, SAME BEING A TRANSITION BETWEEN THE SOUTHWEST LINE OF TEXAS AVENUE AND THE NORTHWEST LINE OF UNIVERSITY DRIVE, FOR A DISTANCE OF 23.57 FEET TO AN "X" FOUND IN CONCRETE ON THE NORTHWEST LINE OF UNIVERSITY DRIVE;

THENCE: S 41° 42' 35" W ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 388.98 FEET TO THE SOUTH CORNER OF SAID 4.82 ACRE TRACT;

THENCE: N 48° 41' 33" W THROUGH THE RIGHT-OF-WAY OF MEADOWLAND STREET (30' R.O.W. AT THIS POINT) AND ALONG THE SOUTHWEST LINE OF SAID 4.82 ACRE TRACT FOR A DISTANCE OF 103.64 FEET;

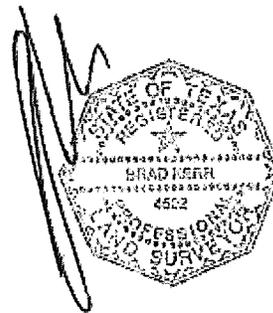
THENCE: S 41° 37' 16" W ALONG THE SOUTHEAST LINE OF SAID 0.105 ACRE TRACT (10242/254) FOR A DISTANCE OF 64.44 FEET TO THE NORTHEAST LINE OF SAID TRACT TWO (10243/71);

THENCE: S 48° 21' 16" E ALONG THE NORTHEAST LINE OF SAID TRACT TWO FOR A DISTANCE OF 103.63 FEET TO THE NORTHWEST LINE OF UNIVERSITY DRIVE;

THENCE: S 41° 38' 43" W ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 116.19 FEET TO THE POINT OF BEGINNING CONTAINING 10.14 ACRES OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/11-704A.MAB



The following properties are rezoned from C-2 Commercial-Industrial and R-4 Multi-Family to PDD Planned Development District:

**METES AND BOUNDS DESCRIPTION
OF A
0.91 ACRE TRACT
J. E. SCOTT LEAGUE, A-50
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J. E. SCOTT LEAGUE, ABSTRACT NO. 50, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 0.345 ACRE TRACT DESCRIBED AS TRACT FIFTEEN BY A DEED TO WOODRIDGE COLLEGE STATION II, LLC, RECORDED IN VOLUME 10243, PAGE 71 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF LOTS 2, 3 AND 4, BLOCK 1, NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID LOTS 2, 3 AND 4 BEING DESCRIBED AS TRACTS TWELVE, THIRTEEN AND FOURTEEN BY SAID DEED TO WOODRIDGE COLLEGE STATION II, LLC (10243/71).

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND AT THE INTERSECTION OF THE SOUTHWEST LINE OF TEXAS AVENUE WITH THE SOUTHEAST LINE OF HENSEL STREET MARKING THE NORTH CORNER OF SAID 0.345 ACRE TRACT;

THENCE: S 47° 09' 55" E ALONG THE SOUTHWEST LINE OF TEXAS AVENUE FOR A DISTANCE OF 74.85 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 0.345 ACRE TRACT AND THE NORTH CORNER OF LOT 1, BLOCK 1, TEXIAN INN ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 726, PAGE 201 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 18' 13" W ALONG THE COMMON LINE OF SAID 0.345 ACRE TRACT AND SAID TEXIAN INN ADDITION FOR A DISTANCE OF 200.19 FEET TO THE SOUTH CORNER OF SAID 0.345 ACRE TRACT;

THENCE: S 47° 53' 16" E ALONG THE COMMON LINE OF SAID LOT 2 AND TEXIAN INN ADDITION FOR A DISTANCE OF 36.91 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 2;

THENCE: S 41° 29' 01" W CONTINUING ALONG THE COMMON LINE OF SAID LOT 2 AND TEXIAN INN ADDITION, AND ALONG THE SOUTHEAST LINES OF SAID LOTS 3 AND 4, FOR A DISTANCE OF 220.26 FEET TO THE NORTHEAST LINE OF MEADOWLAND STREET (40' R.O.W. AT THIS POINT);

THENCE: N 49° 08' 09" W ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.65 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 33' 19" FOR AN ARC DISTANCE OF 39.51 FEET (CHORD BEARS: N 03° 51' 29" W - 35.53 FEET) TO THE END OF SAID CURVE ON THE SOUTHEAST LINE OF HENSEL STREET;

THENCE: N 41° 25' 10" E ALONG THE SOUTHEAST LINE OF HENSEL STREET FOR A DISTANCE OF 398.59 FEET TO THE POINT OF BEGINNING CONTAINING 0.91 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/11-704B.MAB



1

EXHIBIT “B”

The purpose of the PDD zoning district is to redevelop and consolidate multiple underperforming properties and tracts for a vertical mixed use and multi-family development at the intersection of Texas Avenue and University Drive. The vertical mixed use area consists of approximately 60,000 gross square feet of ground floor general commercial uses with multi-family units above. The multi-family area consists of multi-story buildings oriented along the side and rear of the development along the former Meadowland Street. Building heights range up to 70 to 80 feet or eight stories. The development is proposed in two phases with the vertical mixed use and some of the multi-family buildings developed in the first phase with the remainder of multi-family areas along the former Meadowland Street and Hensel Street in the second phase. Most of the parking is provided in three parking garages located in different areas of the development. All existing buildings, including the former Plaza Hotel tower, will be demolished before building permits will be issued for new construction. The C-1 General Commercial zoning district for commercial uses and R-6 High Density Multi-Family zoning district for the residential uses are the base zoning districts with a modified list of P-MUD Planned Mixed Use District uses as described below. The Concept Plan is provided as Exhibit “C.”

Meritorious Modifications

Through the PDD, meritorious modifications have been granted to the following standards:

1. **Zoning District Standards – UDO Section 5.2 “Residential Dimensional Standards” and Section 5.4 “Non-Residential Dimensional Standards”:** Increase the maximum residential unit density permitted by R-6 High Density Multi-Family from 30 units per acre to 60 units per acre. Also, reduce the minimum building setbacks for the C-1 General Commercial and R-6 High Density Multi-Family based zoning districts to 5 feet along all property lines with the understanding that sufficient easements for utilities will be provided.
2. **Use – UDO Section 6.2.C “Use Table”:** The P-MUD Planned Mixed Use District is the base zoning district for uses for the development with Health Care, Medical Clinic being added as a permitted use and Country Club, Duplex, Fuel Sales, Fraternal Lodge, Golf Course/Driving Range, Parking as a Primary Use, Single-Family Detached, Sexual Oriented Businesses, and Shooting Range (Indoor) uses removed from the permitted list.
3. **Parking – UDO Section 7.2 “Off-Street Parking Standards”:** For the commercial uses, a ratio of 1 parking space per every 250 gross square feet of use (1:250) applies and additional parking is not required if more than 25% of these areas are utilized as intense commercial uses. The minimum residential parking requirement is reduced to one parking space per bedroom. Also, up to 5% of the parking spaces in the garage may be compact parking spaces.
4. **Transportation – UDO Section 7.3 “Access Management and Circulation”, Section 8.2.G “Blocks” and Section 11.2 “Defined Terms”- Public Way:** Modifications related to transportation requirements:
 - a) As shown on the Concept Plan, driveways are consolidated into one on Texas Avenue and one on University Drive as well as other driveways on the proposed Public Ways that do not meet minimum spacing standards due to existing conditions.

- b) As shown on the Concept Plan, the Public Way projection along Public Way Section C-C will suffice for meeting block length and block perimeter requirements.
 - c) The maximum curve radius of a Public Way may be reduced from 200-foot radius to a 45-foot radius. Sidewalks may be back of curb instead of three feet off back of curb with sidewalk widths as shown in the Public Way cross sections in Exhibit "D". The pedestrian facilities for the Public Way projection to the Texas A&M University System property may be located through the nearby amenity area.
5. **Signs – UDO Section 7.4 “Signs”:** Instead of using this Section as the basis for signage, the development will utilize the signage types permitted in Wolf Pen Creek (UDO Section 5.6.A.11 Signs) with the following modifications:
- a) Signs may be approved administratively by staff with appeals to staff’s interpretations being able to considered by the Design Review Board;
 - b) Wayfinding signage (UDO Section 7.4.AA Campus Wayfinding Signs) is permitted for this development; and
 - c) Projections signs may be used for identification signage for the general area and not count against the attached signage square feet unless they contain copy of individual businesses. Projection signs may be oriented toward the public rights-of-way or public ways and one is permitted per tenant per public way frontage.
6. **Landscaping – UDO Section 7.5 “Landscaping and Tree Protection”:** Instead of using this Section as the basis for landscaping, the development will utilize the Northgate standards for the NG-1 district contained in UDO Section 5.6.B.9 “Landscape and Streetscape Standards” with the following modifications:
- a) The street trees along Texas Avenue and University Drive may be placed outside of TxDOT right-of-way. Street trees along Public Way Sections A-A and B-B shall be 50 feet on center with other alternating planting areas spaced at 50 feet on center consisting of non-canopy trees, hedges or seasonal plantings. The Public Way Section C-C will have planting areas of 25 feet on center consisting of non-canopy trees, hedges, or seasonal plantings;
 - b) Building and Site Lighting shall still comply with UDO Section 7.10 Outdoor Lighting Standards; and
 - c) The Street Lights section is not applicable for lights owned and maintained by the property owner.
7. **Architecture – UDO Section 7.9 “Non-Residential Architecture Standards”:** Instead of using this Section as the basis for architecture standards, the development will utilize the Northgate standards contained in UDO Section 5.6.B.4 “Building Design Standards” except that residential dwelling units in a building with less than 12 units may have access through a parking area or garage.
8. **Infrastructure – Section 3.3.A “Applicability”:** Building permits may be issued for this development prior to platting the remaining tracts of land with the condition that a temporary

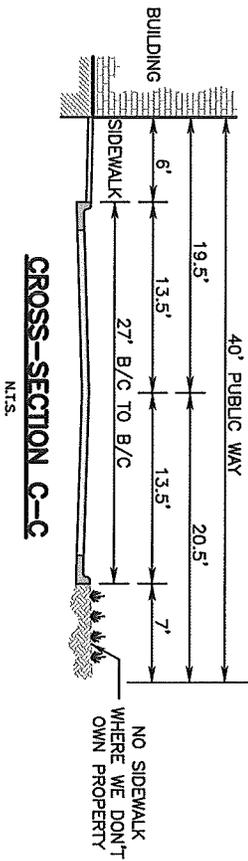
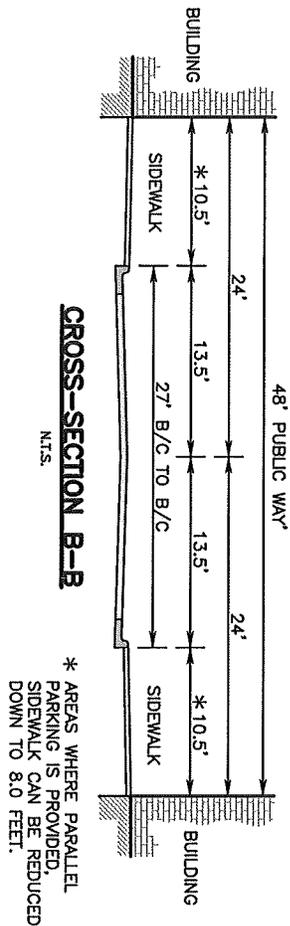
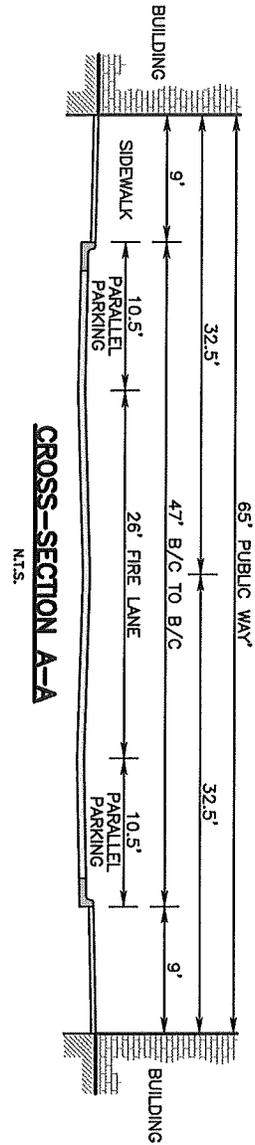
blanket easement be placed on the property and the property platted/replatted once all utilities are constructed and relocated and before Certificates of Occupancy are issued for the buildings.

Community Benefits and Additional Enhancements

The following community benefits, additional enhancements or improvements are incorporated:

1. Implementation of the Comprehensive Plan through redevelopment of an underperforming, blighted area that is designated as a Primary Arrival Gateway and described by the Comprehensive Plan as an area that should “focus on bringing vertical mixed-use and other aspects of urban development to this portion of the City.” All existing buildings in both phases will be demolished before building permits will be issued for any new construction.
2. The Northgate Building Design Standards (UDO Section 5.6.B.4) apply to all buildings, residential and non-residential.
3. The Northgate Bicycle Parking Standards (UDO Section 5.6.B.7) apply to the development except that the design of the bicycle rack design is determined by the owner and approved by the City and bicycle parking may be located within the parking garage areas.
4. To promote transit usage, install a bus stop shelter as approved by the City in a location for TAMU Transit bus service, if provided, and another along University Drive to utilize District bus service.
5. The Northgate Dumpster and Mechanical Equipment Standards (UDO Section 5.6.B.10) shall apply with the exception that vegetation may also be used as a screening tool.
6. The Northgate Outside Storage and Display Standards (UDO Section 5.6.B.13) shall apply to the development.
7. The parking garage on Texas Avenue is wrapped with general commercial use on the ground floor and residential above and the other parking garages along the former Meadowland Street are wrapped with multi-family uses along the Public Way.
8. An eight-foot bicycle and pedestrian route is proposed along the southwest property line to connect multi-family buildings and two parking garages to the University Drive sidewalk to facilitate bicycle and pedestrian movements from the development toward the Texas A&M University campus.
9. As permitted by TxDOT, mitigation for the Texas Avenue and University Drive intersection is proposed through a variety of transportation improvements including the intersection and median break for the former Meadowland Street will be closed, a dual left turn lane on University Drive eastbound to Texas Avenue northbound and queue length extended, a dual right turn lane on Texas Avenue southbound to University Drive westbound, multiple driveways will be consolidated into one driveway on Texas Avenue and one driveway on University Drive, the median on Texas Avenue will be extended north past the proposed Public Way driveway, and a deceleration lane will be added to the proposed Public Way driveway on University Drive.

EXHIBIT "D"



For Intern. Review Only
These documents are not
intended for construction,
bidding, or permit purposes.
Joel J. Mitchell, P.E.
No. 80649

Revisions

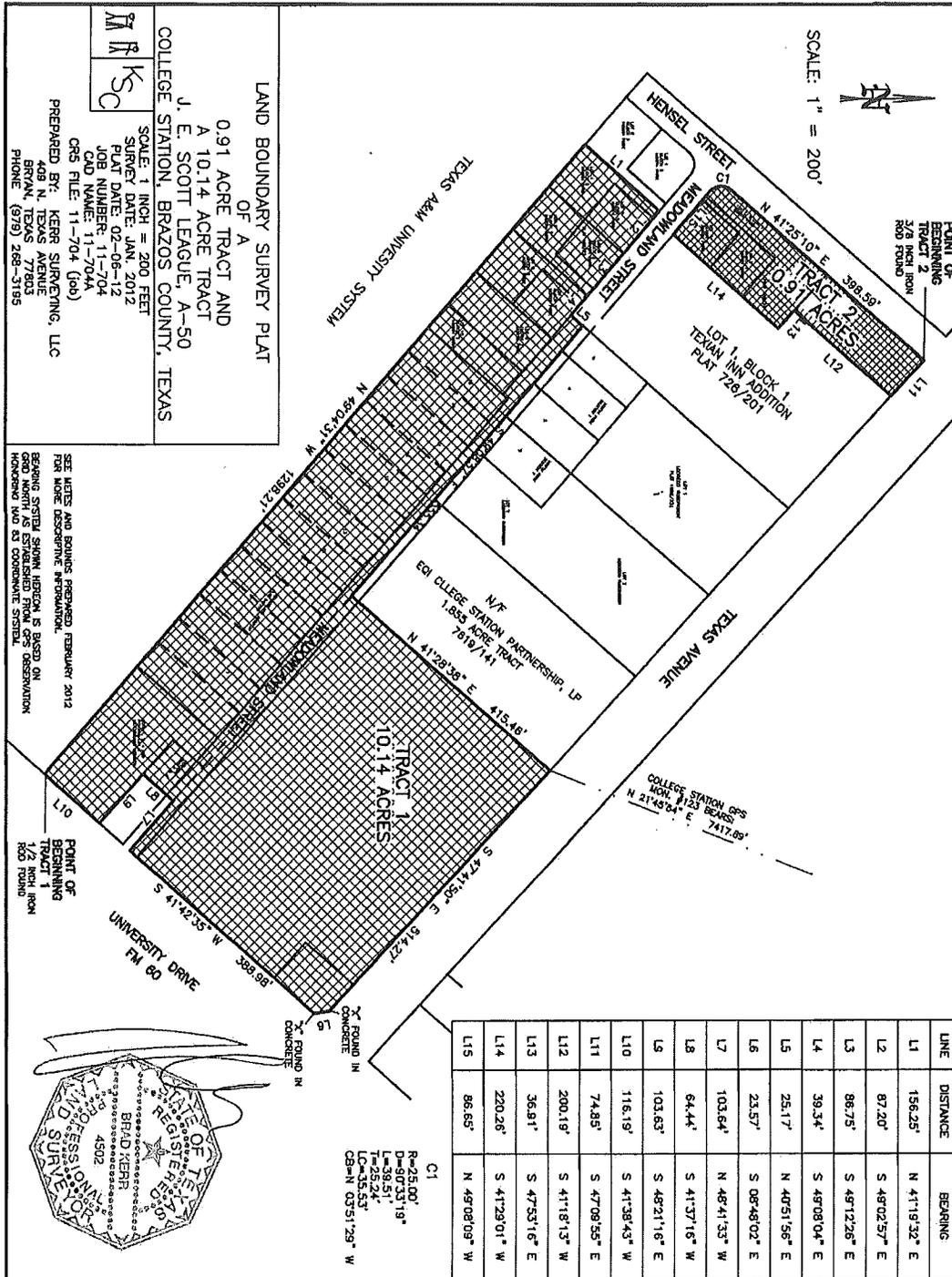
Mitchell
 Morgan
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 www.mitchellmorgan.com

Title & Series: ARCHITECTURAL
 Project: PLAZA CONCEPT PLAN
 Drawing No.: 201-001
 Date: 10/10/08
 Scale: AS SHOWN
 Designer: J. Mitchell
 Checker: J. Mitchell
 In Charge: J. Mitchell
 P.E. No. 80649

**PUBLIC WAY
CROSS SECTIONS
PLAZA CONCEPT PLAN**



EXHIBIT "E"



March 8, 2012
Regular Agenda Item No. 2
Keep Brazos Beautiful Board Appointment

To: David Neeley, City Manager

From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion regarding an appointment to the Keep Brazos Beautiful Board of Directors. Directors are appointed to the Board for a three (3) year term.

Staff Recommendation: Staff recommends that Venessa Garza, the City's Greenways Program Manager be appointed to fill the position.

Summary: Article IV of the Keep Brazos Beautiful By-Laws provides that the City Council of College Station shall appoint one full voting member to the Board of Directors to serve a three year term. This position is currently vacant and staff recommends that the City's Greenways Program Manager, Venessa Garza be selected to represent the City on the Board.

Budget & Financial Summary: None

Attachments: None