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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, October 25, 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**

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent 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.

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:

- October 11, 2012 Workshop
- October 11, 2012 Regular Council Meeting

b. Presentation, possible action and discussion on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY13 in the amount of \$46,240.

c. Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY13 in the amount of \$10,000.

- d. Presentation, possible action, and discussion authorizing the fourth of five annual payments of an economic development incentive in the total amount of \$250,000 for the Texas A&M Institute for Preclinical Studies (TIPS).
- e. Presentation, possible action, and discussion on approving a contract for the grant of federal HOME CHDO Set-Aside funds with Brazos Valley Community Action Agency (BVCAA) in the amount of \$114,795.00 for construction of an affordable single-family home at 1205 Carolina.
- f. Presentation, possible action, and discussion on approval of the 2012 Property Tax Roll in the amount of \$25,503,096.29.
- g. Presentation, possible action, and discussion to authorize the City Manager to award contract 12-321 for \$461,900 to MC Sandblasting & Painting, and to approve a contingency transfer of \$115,000 from Water Capital Projects contingency budget, to recoat a water storage tank.
- h. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Texas Department of Public Safety specifically related to OmniBase Services.
- i. Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.
- j. Presentation, possible action, and discussion regarding approval to purchase equipment, and accessories associated with maintenance of athletic fields in the amount of \$59,776.
- k. Presentation, possible action, and discussion on the termination of a franchise agreement with CCAA, LLC d/b/a BCS Stop N' Go Potties for the collection of demolition and construction debris from residential properties, and approval of a Resolution Repealing Resolution 10-11-12-2i.
- l. Presentation, possible action, and discussion on the second reading of a franchise agreement with CCAA, LLC Brazos Valley Recycling and Big Dumpster; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.
- m. Presentation, possible action, and discussion to authorize additional funds for professional legal services for Lloyd Gosselink in the amount of \$20,000 for various water and wastewater issues.
- n. Presentation, possible action, and discussion regarding approval of an Interlocal agreement with Texas A&M University (TAMU) regarding maintenance and cost sharing for the Jones Butler Road Extension project.
- o. Presentation, possible action and discussion on the first renewal of bid #12-009, Contract #12-014 to Brazos Paving Inc. in an amount not to exceed \$544,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.

### **Regular Agenda**

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. 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. Registration forms are available in the lobby and at the desk of the City Secretary.

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. Presentation, possible action, and discussion regarding a recommendation to rename Southwood Athletic Park in College Station to Brian Bachmann Community Park.
2. Public Hearing, presentation, possible action, and discussion on the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO). (Joint Meeting of the City Council and the Planning & Zoning Commission)
3. Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and Texas Hotel Management, L.P. to support a specialized health hospital.
4. Presentation, possible action, and discussion regarding appointments to the following Boards and Commissions:
  - Planning & Zoning Commission
5. Adjourn.

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

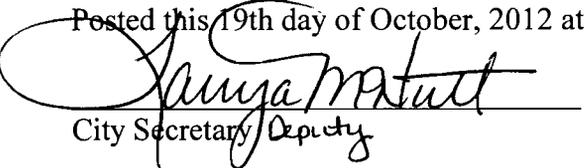
APPROVED:

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



Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, October 25, 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 19th day of October, 2012 at 5:00 p.m.

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

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,

City Council Regular Meeting  
Thursday, October 25, 2012

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[www.cstx.gov](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on October 19, 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: \_\_\_\_\_

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

**October 25, 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:

- October 11, 2012 Workshop
- October 11, 2012 Regular Council Meeting

**Attachments:**

- October 11, 2012 Workshop
- October 11, 2012 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
OCTOBER 11, 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

**1. 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 5:00 p.m. on Thursday, October 11, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 5:01 p.m. on Thursday, October 11, 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.
- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, Tx.
- Claim and potential litigation related to a June 24, 2011 collision with a city vehicle.

B. Deliberation on the purchase, exchange, lease or value of real property; to wit:

- Property located generally southwest of the intersection of Dartmouth Street and Holleman Drive in College Station.

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

- Planning and Zoning Commission

D. Deliberation on economic development negotiations regarding an offer of financial or other incentives for a business prospect; to wit:

- Economic development incentives to prospect in West College Station.

The Executive Session adjourned at 6:00 p.m. on Thursday, October 11, 2012.

### **3. Take action, if any, on Executive Session.**

No action was required from Executive Session.

#### **Presentations:**

- **Proclamation and Presentation celebrating National Community Planning Month.**

Mayor Berry presented a proclamation celebrating National Community Planning Month to the Planning and Development Department.

- **Recognition of an outstanding community-initiated implementation project of a Neighborhood Plan.**

Bob Cowell, Executive Director of Planning and Development Services, presented a Community Planning Video and an overview of October events. Mayor Berry recognized a Neighborhood Plan Implementation Project, the College Hills Community Garden.

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

No items were pulled.

**5. Presentation, possible action and discussion on revised Performance Measures for the City of College Station.**

Jeff Kersten, Executive Director of Fiscal Services, stated that the Strategic Plan provides the direction. Tools for this plan include the financial forecast and annual budget, and department business plans. They have developed a multi-level monitoring, tracking and reporting system. Performance measures provide one means of determining progress being made on the Strategic Plan, and are key to determining how successful we are at implementing the strategies. Strategic goals will tie to the strategic plan. Objectives and measures will determine effectiveness, efficiency, and output. Several examples of measures for the strategic goals were provided. These key measures/indicators will be provided to the Council on a quarterly basis.

**6. Council Calendar**

- **Oct. 12 Texas Reds Festival in Downtown - City of Bryan at 5:00 p.m.**
- **Oct. 15 Scott & White Hospital Tour at Rock Prairie and Hwy 6, 8:30 a.m.**
- **Oct. 16 86th Annual Transportation Short Course Luncheon in MSC - Room 2400, 12:00 p.m.**
- **Oct. 17 RVP Board Meeting at RVP, 3:00 p.m.**
- **Oct. 18 P&Z Workshop/Regular Meeting, Council Chambers, 6:00 p.m. (Julie Schultz, liaison)**
- **Oct. 22 Council Management District Tour and Educational Session, Houston, Texas, 8:00 a.m.**
- **Oct. 25 City Council Executive Session/Workshop/Regular Meeting, at 5:00, 6:00, 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.**

Councilmember Mooney would like to see an item about non-residential fees for Senior park programs.

**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, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, BVSWM, BVWACS, 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, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Sister City Association, TAMU Student Senate, Texas Municipal League, Youth Advisory Council, Zoning Board of Adjustments.**

Mayor Berry reported on Blinn College Brazos Advisory Committee.

Councilmember Schultz reported on the RVP.

Councilmember Mooney reported on the P&Z meeting he attended last week.

**9. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:00 p.m. on Thursday, October 11, 2012.

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

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
OCTOBER 11, 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 7:12 p.m. on Thursday, October 11, 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.**

A moment of silence was observed in honor of our fallen firefighters.

**Citizen Comments**

Mary Pletzer, 8458 Smith, stated she lives in the City's ETJ and feels this proposed dump site proposed to be located near her home will be a concern for the City as well. The dump site will affect air quality, water quality and the value of property surrounding the proposed site. She is

also concerned the site was chosen because of the minority population in the area. She is disturbed that the BVCOG's unanimous vote against this site was disregarded by the TCEQ. If a dump is needed, she suggested it be put in an area that has more acreage for a buffer from people, not be located near the Brazos River, and in an area that has much smaller population. She is also concerned that it will be self-monitored. A lot of the material is considered hazardous material.

Jimmy Pletzer, 8458 Smith, said he concurred with the prior speaker.

Robert Marshall, 6165 Barnwood, spoke in opposition to the landfill. The Brushy community is an old and respected community and is in danger of being destroyed. The City's annexation plan is available for properties that are in eminent danger of destruction. This is a tool the City could use to help with the landfill issue. The Bio-Corridor is only a half-mile mile from the landfill, and prospects will look at this issue, too, and will go somewhere else.

Darlene Moffatt, 5959 Raymond Stotzer, stated her opposition to the dump site for many reasons. One reason is for health; the dust will irritate asthma patients. There will be debris on the highway and will damage cars and tires with dropped nails and screws. There will be added traffic on a major highway. There will be mud and dirt on a highway that is traveled daily, increasing accidents.

Ruby Ellis, 7512 Raymond, said she is a member of the Brushy community. This is a project they do not want in their community. A lot of people have respiratory problems, and they want to protect every member in the community. The community has been there since 1891. There is a lot of land north of Bryan where this can be located.

Argie Butler, 8783 Vincent Road, lives in the Brushy community, and she is very disappointed with TCEQ. The dump site will eventually be as tall as Kyle Field and will end the quality of life as they know it. There are government agencies for every type of endangered species, but when it comes down to a quality of life that can change the way they live, not much emphasis is given. She did not know about the only public meeting held. She asked the Council to consider this in their back yard. There will be 196 trucks per day, six days a week within seven years.

Dorothy Butler, 8783 Vincent Road, concurred with everything that has been said.

Cora Rogers, 7472 Old Jones Road, read portions of Executive Order 12898, issued by the President on February 11, 1994. It stated that whenever adverse human health and environmental effects are identified against minorities and low income populations, there must be coordinated research and data collection, and public meetings must be conducted. She then provided examples of medications from recycling and noted her concern of this on a much larger scale. She has had health issues and asked the Council to please not let children grow up in the environment with which she is suffering.

Joel Ross, 9925 Whites Creek Road, stated his concern about the image the City is trying to project with a landfill of eleven stories at the entrance to the City and airport. There will be 100+ trucks a day and health issues.

Paul Jiens, 9940 Whites Creek Road, voiced his opposition to the landfill. There are more appropriate locations than an established residential neighborhood.

James Mitchell, 8474 Smith Lane, was absent.

Larry Payton, 7490 Old Jones Road, was absent.

Marie Everhart, 8735 Tyree, concurred with everything already said.

Latricia Butler, 8728 Tyree, concurred with everything already said.

Ed Bounds, 8301 McAllester Lane, which is two blocks north of the proposed facility, stated that when notified of the public meeting, he spoke with the owner, Mr. Mancuso, and was told it would essentially be a cow pasture. However, he later learned that was not the case. He does not oppose the business, but it has destroyed the peaceful tranquility he once had. He has also noticed respiratory medical issues within his family. The community doesn't need this. It needs to be moved somewhere else.

Deborah Peterson, \_\_\_\_\_, concurred with everything said and asked the Council to please listen to what is being said.

Eileen Beck, 9180 Oak Hills Circle, said she lives in the Brushy community. It is a treasure. Regardless of the side of the street you are on, they are one. This is community at its best. The landfill is only 1,300 feet off Highway 60. She recommended Council drive out and see the hole already there and imagine it eleven stories high.

Edward Harkless, P.O. Box 57, Snook, stated the long term effect from this dump site will be detrimental to future kids. They have to put up with noise. They don't want their families coming in for reunions to see this site.

## **CONSENT AGENDA**

### **2a. Presentation, possible action, and discussion of minutes for:**

- September 27, 2012 Workshop
- September 27, 2012 Regular Council Meeting

### **2b. Presentation, possible action and discussion on approving the operations and maintenance funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY 13 totaling \$100,000.**

### **2c. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership (RVP) for FY13 in the amount of \$350,000.**

### **2d. Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and**

**discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY13 in the amount of \$1,127,153.**

**2e. Presentation, possible action and discussion to approve Fiscal Year 2012-2013 expenditures for the Brazos County Health Department in the amount of \$326,500.**

**2f. Presentation, possible action, and discussion authorizing the award of Bid No. 12-102 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$45,000) and Monograms and More (\$30,000) for a combined annual estimated expenditure of \$75,000.**

**2g. Presentation, possible action and discussion on renewing the annual price agreement for the purchase of fleet oils and lubricants with Kolkhorst Petroleum Co., Inc. for an annual expenditure of \$100,940.40. (Bid No. 12-004).**

**2h. Presentation, possible action, and discussion on the first reading of a franchise agreement with CCAA, LLC Brazos Valley Recycling and Big Dumpster; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.**

**2i. Presentation, possible action, and discussion on Resolution 10-11-12-2i, terminating a franchise agreement with CCAA, LLC d/b/a BCS Stop N' Go Potties for the collection of demolition and construction debris from residential properties.**

**2j. Presentation, possible action, and discussion approving Resolution 10-11-12-2j, authorizing a License Agreement with Jeffrey R French pertaining to the encroachment in to the public utility easement area of a portion of a structure located at Lot 22, Block 6, Section 2, Creek Meadows Subdivision Phase 3, according to the plat recorded in Volume 10452, Page 288 of the Official Records of Brazos County, Texas.**

Items 2b, 2c, and 2d were pulled from the Consent Agenda for a separate vote.

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

**(b)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 approve the operations and maintenance funding agreement between the City of College Station and the Arts Council of the Brazos Valley for FY 13 totaling \$100,000. The motion carried.

**(c)MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve a funding agreement between the City of College Station and the Research Valley Partnership (RVP) for FY13 in the amount of \$350,000.

The motion carried.

**(d)MOTION:** Upon a motion made by Councilmember Ruesink and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY13 in the amount of \$1,127,153. The motion carried.

## **REGULAR AGENDA**

### **1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3451, for a zoning amendment request from PDD Planned Development District to PDD Planned Development District for 0.73 acre on Lots 9 and 10, Block 3 of the College Hills Estates Subdivision located at 1024 and 1026 Foster Avenue, generally located at the intersection of Foster Avenue and Francis Drive.**

At approximately 7:50 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:50 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, with Councilmember Schultz having recused herself, to adopt Ordinance 2012-3451, for a zoning amendment request from PDD Planned Development District to PDD Planned Development District for 0.73 acre on Lots 9 and 10, Block 3 of the College Hills Estates Subdivision located at 1024 and 1026 Foster Avenue, generally located at the intersection of Foster Avenue and Francis Drive. The motion carried unanimously.

### **2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2012-3452, vacating and abandoning a 4,809 square foot portion of the Barracks II Parkland Tracts 3 and 4 for use as needed public right-of-way. The property is generally located at 3100 Haupt Road and is part of the Barracks II Subdivision.**

At approximately 7:53 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:53 p.m.

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2012-3452, vacating and abandoning a 4,809 square foot portion of the Barracks II Parkland Tracts 3 and 4 for use as needed public right-of-way. The motion carried unanimously.

### **3. Public Hearing, presentation, possible action, and discussion on Ordinance 2012-3453, amending the College Station Comprehensive Plan by adopting the Medical District Master Plan for the area generally located in the vicinity of State Highway 6 South, Rock**

**Prairie Road, William D. Fitch Parkway, Graham Road, Longmire Drive, and Ponderosa Drive.**

At approximately 8:33 p.m., Mayor Berry opened the Public Hearing.

Clyde Goen, 13640 Tonakaway Lake Road, stated the original proposal had the property along Rock Prairie Road zoned medical, but now they are not. It is difficult to figure out what to do with the property now; it is not what they purchased it for. None of the property owners were invited for input.

Tom Goen, 705 Putter Court, concurred with the prior speaker and stated the other property owners were not involved in the process. They never saw the finalized plan until six days before it went before Planning and Zoning. The way the property was handled was not to their benefit. He is at a loss as to why they were not allowed to participate in process.

There being no further comments, the Public Hearing was closed at 8:37 p.m.

**MOTION:** Upon a motion made by Councilmember Brick and a second by Councilmember Lyles, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against and Mayor Berry abstaining, to adopt Ordinance 2012-3453, amending the College Station Comprehensive Plan by adopting the Medical District Master Plan for the area generally located in the vicinity of State Highway 6 South, Rock Prairie Road, William D. Fitch Parkway, Graham Road, Longmire Drive, and Ponderosa Drive. The motion carried.

**4. Presentation, possible action, and discussion regarding appointments to the following Boards and Commissions:**

- **Planning & Zoning Commission**

This item was postponed to October 25, 2012.

**5. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:06 p.m. on Thursday, October 11, 2012.

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

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

**October 25, 2012**  
**Consent Agenda Item No.2b**  
**Funding Agreement with Keep Brazos Beautiful**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director, Business Services

**Agenda Caption:** Presentation, possible action and discussion on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY13 in the amount of \$46,240.

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

**Summary:** As part of the 2012-2013 budget process the City Council approved funding for Keep Brazos Beautiful in the amount of \$46,240.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2012-2013 Sanitation Fund for the total amount of \$46,240. \$31,000 is to be used for the operations and maintenance of Keep Brazos Beautiful. \$15,240 is to be used for community enhancement grants, projects and events administered by Keep Brazos Beautiful, such as their Annual Awards Gala, the Don't Mess With Texas Trash-Off and other public landscape and litter-abatement projects.

**Attachments:**

1. Keep Brazos Beautiful Funding Agreement (Available in City Secretary's Office)

**October 25, 2012**  
**Consent Agenda Item No. 2c**  
**Funding Agreement with College Station Noon Lions Club**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director, Business Services

**Agenda Caption:** Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY13 in the amount of \$10,000.

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

**Summary:** As part of the 2012-2013 budget process the City Council approved funding for College Station Noon Lions Club in the amount of \$10,000.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2013-2013 General Fund for the total amount of \$10,000. Those appropriated funds shall be used to provide the *"I Love America" Fourth of July Celebration* at the George Bush Presidential Library and Museum.

**Attachments:**

1. College Station Noon Lions Club Funding Agreement (Available in City Secretary's Office)

**October 25, 2012**  
**Consent Agenda Item No. 2d**  
**Authorization to Disburse Incentive Funding for the**  
**Texas A&M Institute for Preclinical Studies**

**To:** David Neeley, City Manager

**From:** Randall Heye, Economic Development Analyst

**Agenda Caption:** Presentation, possible action, and discussion authorizing the fourth of five annual payments of an economic development incentive in the total amount of \$250,000 for the Texas A&M Institute for Preclinical Studies (TIPS).

**Recommendation(s):** In fulfillment of the City's obligation, staff recommends approval of the fourth of five annual payments of \$250,000 to Texas A&M University for performance in 2011-2012.

**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. During State Fiscal Year 2012, TIPS hired 7 new employees and maintained 31 total employees, not including student workers.

Further details regarding TIPS' performance in Fiscal Year 2012 are included in the attached *Annual Certification – Supporting Documentation Form*.

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 are expected to make their fourth 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 2012 payment of \$250,000 is budgeted and will be expended from the City's Economic Development Fund.

**Attachments:** Annual Certification – Supporting Documentation Form  
TAMU Statement of Compliance



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

**Annual Certification - Supporting Documentation**

**Theresa Fossum, DVM, PhD – TIPS Director**

**September 25, 2012**

**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, Aggie Angel Network, *framergy*<sup>TM</sup>, and the Research Valley Partnership's Research Valley Innovation Center.

**Jobs**

During Fiscal Year 2012, TIPS had 31 employees (excluding student workers) of which 7 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**

In 2012 TIPS established a 17 member Industry Advisory Board. The Advisory Board was established to ensure the continued success of TIPS by engaging and connecting the institute with industry partners for

the purpose of building long standing relationships and developing strategies to enhance the value of TIPS service, as well as the economic impact of TIPS in the Research Valley. The first Advisory Board meeting was held March 6, 2012 via conference call with 12 of the 17 members in attendance. The Board discussed a variety of topics including:

- 1) Obstacles of industry working with academic institutions
- 2) Importance of TIPS having a clinical partner to move product from bench to bedside
- 3) How to attract large companies to TIPS
- 4) Member organization's greatest need regarding preclinical services
- 5) Emphasis on large animal GLP preclinical studies vs. a more diverse portfolio of services

A second Advisory Board meeting was held May 21, 2012 at TIPS with 16 of the 17 members present. This face-to-face meeting offered in depth discussions on the strategic plan for TIPS started at the March 6<sup>th</sup> meeting and provided useful feedback and recommendations from the board members. The members were also provided a treasury report, a GLP status report, presentations on TIPS capabilities and a tour of the facility.

### **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 third year of occupancy in the TIPS facility.

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

- ARA – Low Level Overpressure
- Adjustable Aortic Shunt
- Dialysis Catheter
- HeartWare Perfusion/Imaging
- Vascular Graft
- Department of Defense (DARPA) – SBL
- Biotronik – 3 studies
- Cyberonics – 3 studies

- DARPA – Fracture Putty
- DARPA – Bio-SOME Fracture Putty
- ELANCO
- Imaging Training
- Isotherapeutics (clinical dogs - CT)
- Karyopharm
- Midwest Veterinary Services
- Nanospectra Bio
- Prockop – Stem Cell Therapy
- Salient Pharmaceuticals
- TAMU – Birch Fetal Alcohol Syndrome
- TAMU – Maitland Shape Memory Polymers
- TIPS – University of Pittsburgh – Failed Fontan

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

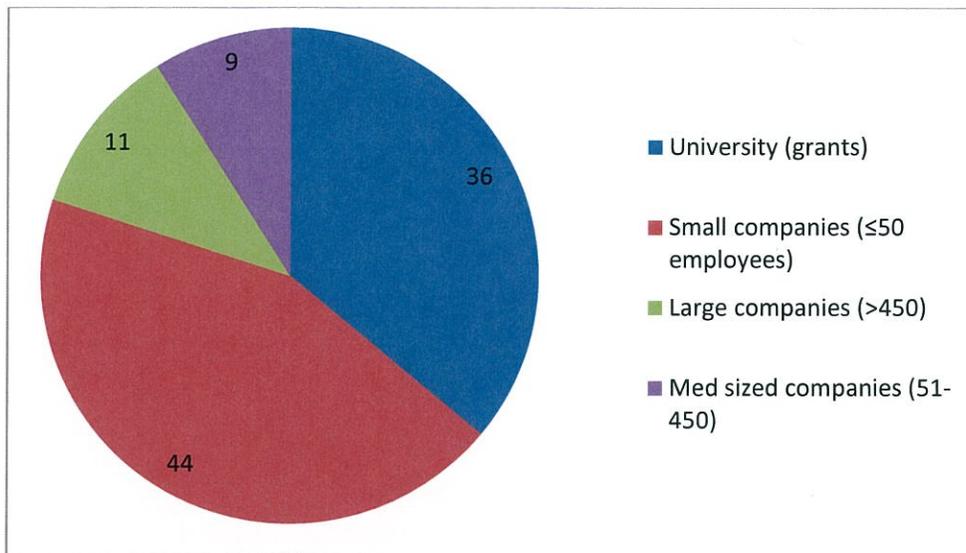
- Ax-Tide - Tuzun
- Avalon MitralSeal – Miller
- Biosysco Horses – Fossum/Watts
- Calon Cardio – Tuzun
- Celling Biosciences – Tuzun
- EverHeart VAD – Tuzun
- EverHeart Power – Tuzun
- InCube Labs – Tuzun
- Fred Hutchinson Cancer Institute– Miller
- Doxorubicin – Miller
- Laser Tissue Welding - Tuzun
- McShane Hydrogel - Miller
- Muscle Regeneration – Fossum
- On-X Valve – Tuzun
- PerSys Medical - Tuzun
- Pig Metabolism – Deutz
- Paniagua Valve – Tuzun
- Synagile Parkinson’s study - Miller
- Q-Heart - Miller
- Southwest Research Inst. – Miller/Saunders
- Thoratec – Tuzun
- Windmill VAD – Tuzun
- Audition Biotech
- Biomimetic Electrospinning Technologies (Vessel Wrap)
- Biosense Webster

- CoMatrix
- Cyberonics – 2 studies
- DARPA – Fracture Putty (goat proposal)
- Gradalis
- Kornegay – 2 projects
- Larson Stilwell
- Medical Nanotech
- Minimus Spine
- PROFUSA
- Radikal Therapeutics – 3 projects
- Recombinetics
- Rodrigo
- Vimecon

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.

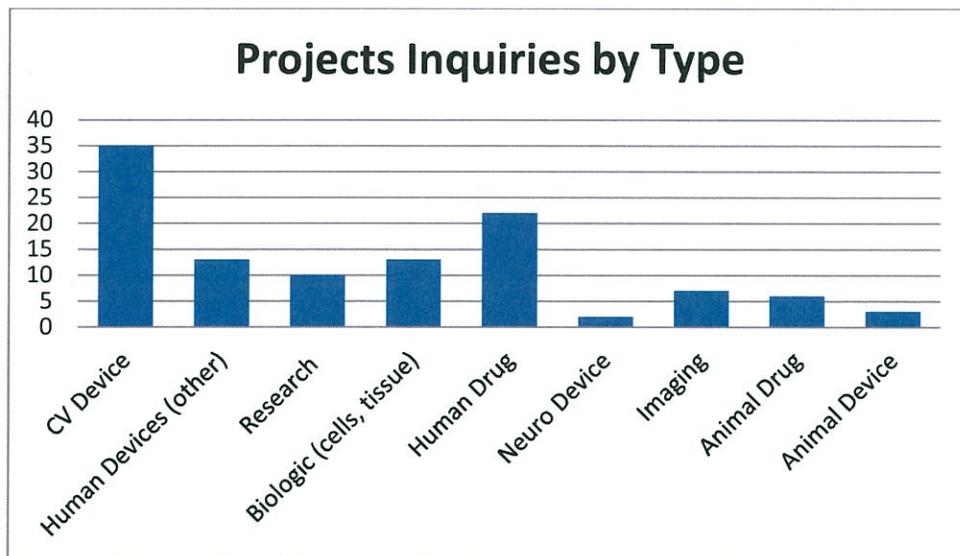
Since January of 2009, TIPS has had approximately 198 inquiries about preclinical research projects. The distribution of industry and grant project inquiries for fiscal year 2012 is reflected in Chart 1 below. Project interest from small companies ( $\leq 50$  employees) represent 44% while grant projects (both collaborative and TIPS generated) represent 36%. 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 31%. The focus of project inquiries on device studies is 47%. This statistic alone further emphasizes the need for facilities to provide large animal preclinical and GLP capabilities.

Chart 2. Projects Inquiries by Type



Research Valley Partnership, Inc.  
 Annual Expenditure Report  
 Period 09/01/2011- 08/31/2012  
 Award #10/22/08

INSTITUTION: TEXAS A&M UNIVERSITY

Category	Previously Reported Actuals	This Period Actuals	Cumulative Actuals at 08/31/12
<b>INCOME:</b>			
Revenue Received - RVP	1,000,000.00	500,000.00	1,500,000.00
	-		-
<b>EXPENSES:</b>			
A. Personnel	725,336.53	311,185.44	1,036,521.97
Fringe Benefits	152,932.45	53,459.10	206,391.55
<b>Total - Salaries, Wages and Fringe Benefits</b>	<b>878,268.98</b>	<b>364,644.54</b>	<b>1,242,913.52</b>
B. Capital Equipment	-		-
<b>Total - Capital Equipment</b>	<b>-</b>		<b>-</b>
C. Travel	10,030.82		10,030.82
<b>Total - Travel</b>	<b>10,030.82</b>	<b>-</b>	<b>10,030.82</b>
D. Other Direct Costs	-		-
1. Materials, Supplies, and Non-Capital Equipment	6,444.66	596.42	7,041.08
2. Communication Charges	78.60		78.60
3. Machinery Maintenance & Repair	744.50		744.50
4. Building Maintenance & Repair	-	790.50	790.50
5. Copy & Imaging	198.96	(5.00)	193.96
6. Freight & Postage	140.99		140.99
7. Computer and Peripherals	26,426.66		26,426.66
8. Meals & Food Purchases	2,390.86		2,390.86
9. Employee License & Fees	418.00	20.00	438.00
10. Other	2,150.58	416.76	2,567.34
<b>Total - Other Direct Costs</b>	<b>38,993.81</b>	<b>1,818.68</b>	<b>40,812.49</b>
	-		-
<b>E. Total Direct Costs For Period of Support</b>	<b>927,293.61</b>	<b>366,463.22</b>	<b>1,293,756.83</b>
<b>Actual Cash Balance (Revenue less Actual Expenses)</b>	<b>72,706.39</b>	<b>133,536.78</b>	<b>206,243.17</b>

Report prepared by:   
 Angela Gibbs

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 Texas A&M University  
 1260 TAMU  
 College Station, TX 77843-1260  
[agibbs@tamus.edu](mailto:agibbs@tamus.edu)

W: 979-845-0979 Fax: 979-862-4593

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

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

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 11<sup>th</sup> day of October, 2012.

TEXAS A&M UNIVERSITY

BY:   
Carol J. Cantrell  
Title: Senior Associate Vice President for Research Administration

**October 25, 2012**  
**Consent Agenda Item No. 2e**  
**Contract and Grant for HOME Programs,**  
**Brazos Valley Community Action Agency**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on approving a contract for the grant of federal HOME CHDO Set-Aside funds with Brazos Valley Community Action Agency (BVCAA) in the amount of \$114,795.00 for construction of an affordable single-family home at 1205 Carolina.

**Relationship to Strategic Initiatives:** Financially Sustainable City, Core Services and Infrastructure, and Neighborhood Integrity

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

**Summary:** The federal HOME Program provides assistance to income qualified persons by providing funds for a variety of affordable housing activities. The City is required by HUD to make 15% of each year's HOME grant allocation available for non-profit agencies that meet the definition of a Community Housing Development Organization (CHDO). CHDO's must have, as one of their goals, the provision of affordable housing. They must also have board make-ups that comply with HOME Program requirements. The 15% CHDO set-aside funds may be used for most HOME eligible activities. If these set-aside funds are not made available to an eligible non-profit CHDO, or if no eligible non-profit CHDO is available to utilize the funding, those funds will be recaptured by HUD. On August 31, 2012, two (2) bid proposals were received in response to Bid No. 12-087. One proposal received from EMBRACE Brazos Valley was deemed to be ineligible for funding.

This agreement with BVCAA designates \$114,795.00 of unobligated HOME Grant funds to be used by the CHDO toward the construction of a new, affordable single-family home at 1205 Carolina (Lot 3, Block 6, McCulloch's Subdivision, Volume 122, page 91) . BVCAA utilized previously allocated CHDO reserve funds to procure the lot in 2010.

**Budget & Financial Summary:** Funding for this contract will come entirely from the City's FY2011 and FY2012 federal HOME Investment Partnership Program Grants budget. These funds were approved by Council for these activities in the Community Development 2010 and 2011 Action Plans, and the 2010-2014 Consolidated Plan. These funds may only be used by eligible CHDO's. HOME grant funds are required to be allocated within 24 months of the grant year, and expended within 4 years.

**Attachments:**

Attachment 1: Contract and Grant for HOME Programs

**CITY OF COLLEGE STATION, TEXAS  
CONTRACT AND GRANT FOR  
HOME PROGRAMS**

**Article I. PARTIES**

**Section 1.01** This HOME CHDO Allocation of Funding Contract (the "Contract") is between the **City of College Station** ("City"), a political subdivision of the State of Texas, and, **Brazos Valley Community Action Agency**, ("Recipient"), a Texas Non-Profit Corporation (collectively referred to as the "Parties").

**Article II. CONTRACT PERIOD**

**Section 2.01** This contract shall commence on November 1, 2012 and shall terminate on October 30, 2014 unless extended by agreement of the Parties in writing.

**Article III. RECIPIENT PERFORMANCE**

**Section 3.01** Recipient shall administer one project in accordance with the HOME INVESTMENT PARTNERSHIPS ACT OF 1990, 42 U.S.C. 12701 ET SEQ. (THE ACT) and the implementing regulations, 24 CFR PART 92, TEXAS GOVERNMENT CODE SECTION 531.001 ET SEQ., and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES. Recipient shall perform all activities in accordance with the terms of the Performance Statement, ("Exhibit A" attached hereto); the Budget, ("Exhibit B" attached hereto); the Project Implementation Schedule, ("Exhibit C" attached hereto); the Applicable Laws and Regulations, ("Exhibit D" attached hereto); the Certifications, ("Exhibit E" attached hereto); the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

**Section 3.02** In the event the affordability requirements of 24 CFR 254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds.

**Section 3.03** In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 CFR 92.503, as outlined in the Performance Statement, "Exhibit A".

**Section 3.04** Recipient agrees to maintain itself as a CHDO in accordance with Title II of the National Affordable Housing Act (1990), as it may be amended, concerning the HOME Investment Partnership program (HOME) and 24 CFR 92.300.

**Section 3.05** Recipient agrees that all applicants for housing funded under this contract will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines of April 14, 2011, or as may be amended.

**Article IV. CITY OBLIGATIONS**

**Section 4.01** Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this contract, City shall be liable for actual and reasonable costs incurred by Recipient during the contract period for performances rendered under this contract by Recipient, subject to the limitations set forth in this Article IV.

(a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this contract are

contingent upon the actual receipt of adequate local and/or federal funds. If adequate funds are not available to make payments under this contract, City shall notify Recipient in writing within a reasonable time after such fact is determined. City shall then terminate this contract and shall not be liable for failure to make payments to Recipient under this contract.

- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 CFR 92.206(A) and Article VI of this contract. Funds provided under this contract shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 CFR 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this contract, including the terms of Exhibits A, B, C, D, and E of this contract.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this contract.

**Section 4.02 LIMIT OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE TOTAL OF ALL PAYMENTS AND OTHER OBLIGATIONS INCURRED BY CITY UNDER THIS CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED ONE HUNDRED FOURTEEN THOUSAND, SEVEN HUNDRED NINETY-FIVE AND 00/100, (\$114,795.00), FROM THE FY 2011 (HUD GRANT YEAR 2010) AND FY 2012 (HUD GRANT YEAR 2011) BUDGET.**

#### **Article V. DISBURSEMENT OF FUNDS**

**Section 5.01** City shall pay costs incurred which it determines are eligible and which are properly submitted under this contract in accordance with the requirements of 24 CFR 92.502. Recipient may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

**Section 5.02** Any and all Program Income as defined by 24 CFR 84.2 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. CHDO proceeds from the sale of properties developed under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2) All other such proceeds retained by the CHDO must be used for future affordable housing projects within the jurisdictional boundaries of the City of College Station.

**Section 5.03** The Parties agree that City's obligations to make payments under this contract is contingent upon Recipient's full and satisfactory performance of its obligations under this contract. City reserves the right to recover, recapture or offset funds paid under this contract in the event City determines that Recipient will be unable to commit or expend funds within the prescribed time, as determined by City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible and/or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

**Section 5.04** The Parties agree that any right or remedy provided for in this Article V or in any other provision of this contract is cumulative, and shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**Article VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND PROGRAM INCOME FOR GOVERNMENT ENTITIES AND NON-PROFITS**

**Section 6.01** Recipient shall comply with the requirements of OMB Circulars Number. A-122 "COST PRINCIPALS FOR NON PROFIT ORGANIZATIONS", OMB Circular Number A-110 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND OTHER AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS, and 24 CFR Part 84 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and any other OMB Circulars which may apply either prospectively or retroactively. Recipient nonprofit organization must comply with applicable OMB Circulars pursuant to 24 CFR 92.505 and any other applicable regulations.

**Article VII. RETENTION AND ACCESSIBILITY OF RECORDS**

**Section 7.01** Recipient must establish and maintain sufficient records, including those listed under 24 CFR 92.508. The sufficiency of the records will be determined by City.

**Section 7.02** Recipient shall give HUD, the Comptroller General of the United States, the City of College Station Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this contract. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

**Section 7.03** All records pertinent to this contract shall be retained by Recipient for five calendar years after the date of termination of this contract or of submission of the final close-out report, whichever is later, with the following exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254.
- (c) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

**Section 7.04** Recipient shall require the substance of this Article VII to be included in all subcontracts.

**Section 7.05** Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

### **Article VIII. REPORTING REQUIREMENTS**

**Section 8.01** Recipient shall submit to City such reports on the operation and performance of this contract as may be required by City including but not limited to the reports specified in this Article VIII. Recipient shall provide City with all reports necessary for City's compliance with 24 CFR Sections 92.508, 92.509 and 24 CFR SUBPART J or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status. Recipient will report any project and/or program delays or modifications and await City approval before proceeding. Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request. Recipient also agrees to report on a bi-annual basis to the City on program/project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs and/or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractor utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

**Section 8.02** In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the Parties hereto that if Recipient fails to submit to City in a timely and satisfactory manner any report required by this contract, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld.

### **Article IX. MONITORING**

**Section 9.01** The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this contract. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Article XVIII and XIX of this contract.

### **Article X. INDEPENDENT CONTRACTOR**

**Section 10.01** It is expressly understood and agreed by the Parties hereto that City is contracting with Recipient as an Independent Contractor and not any employee, or agent of City. This contract does not establish or constitute a joint venture or enterprise between City and Recipient.

**Section 10.02** By entering into this contract, City and Recipient do not intend to create a joint enterprise.

## **Article XI. INDEMNIFICATION**

**Section 11.01. RECIPIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS PUBLIC OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, JUDGMENTS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING REASONABLE ATTORNEY FEES, COSTS AND EXPERT FEES, WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES AND WORK TO BE PERFORMED BY RECIPIENT UNDER THIS CONTRACT.**

**SECTION 11.02. BY ENTERING INTO THIS CONTRACT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY, THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.**

## **Article XII. SUBCONTRACTS**

**Section 12.01** Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this contract without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this contract to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor Eligibility form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this contract, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

**Section 12.02** In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this contract, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this contract.

**Section 12.03** Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this contract.

**Section 12.04** Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

## **Article XIII. CONFLICT OF INTEREST**

**Section 13.01** No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities

may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 CFR Sections 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

#### **Article XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

**Section 14.01** Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12USC1701u) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan City as the project.

**Section 14.02** Religious Organizations. Funds provided under this contract may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. The completed housing project must be used exclusively by the owner entity for secular purposes and must be available to all persons regardless of religion. There must be no religious or membership criteria for tenants of the property as specified under 24 CFR 92.257.

#### **Article XV. LEGAL AUTHORITY**

**Section 15.01** Recipient assures and guarantees that Recipient possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Recipient has obligated itself to perform hereunder.

**Section 15.02** The person or persons signing and executing this contract on behalf of Recipient, or representing themselves as signing and executing this contract on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this contract on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

**Section 15.03** Recipient shall not employ, award contract to, or fund any person that has been debarred,

suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this contract if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

#### **Article XVI. LITIGATION AND CLAIMS**

**Section 16.01** Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this contract; and b) any claim against Recipient, the cost and expense of which Recipient may be entitled to be reimbursed by City.

Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

#### **Article XVII. CHANGES AND AMENDMENTS**

**Section 17.01** Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both the Parties to this contract.

**Section 17.02** It is understood and agreed by the Parties hereto that any performance under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

**Section 17.03** Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the contract must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

#### **Article XVIII. SUSPENSION**

**Section 18.01** In the event Recipient fails to comply with any term of this contract, City may, upon written notification to Recipient, suspend this contract in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this contract.

#### **Article XIX. TERMINATION**

**Section 19.01** The City may terminate this contract in whole or in part, in accordance with 24 CFR 85.43 and this Article or as provided in this contract. In the event Recipient materially fails as determined by City, to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.

- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this contract.
- (e) City may terminate this contract for convenience in accordance with 24 CFR 85.44.

**Article XX. AUDIT**

**Section 20.01** Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 CFR 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501 et. seq., and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the contract Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative contracts, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this contract, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this contract. Audits performed under Subsection A of this Article XX are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as Exhibit B.

**Section 20.02** Notwithstanding Paragraph 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

**Section 20.03** Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Recipient further

understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this contract.

**Section 20.04** Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XX as City may require of Recipient.

**Section 20.05** All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

## **Article XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS**

**Section 21.01** Recipient understands and agrees that by the execution of this contract, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR, PART 58. In accordance with 24 CFR 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

**Section 21.02** Funds provided under this contract, may not be obligated and expended before the actions specified in this Article occur.

**Section 21.03** City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. City shall document its compliance with such other requirements in its environmental review file.

## **Article XXII. SPECIAL CONDITIONS**

**Section 22.01** City shall not release any funds for any costs incurred by Recipient under this contract until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. City shall specify the content and form of such certification.

**Section 22.02** Affordability. Funds provided under this contract must meet the affordability requirement of 24 CFR 92.254 and the HOME rules as applicable. The City shall reduce HOME investment amount to be recaptured on a pro-rata basis for the time the unit is in compliance with 24 CFR 92.254 and the HOME rules as applicable.

**Section 22.03** Repayment. Recipient agrees that all repayments, including all interest and any other return on the investment of HOME funds will be made to City pro-rata. The formula for repayment is the funds received which are subject to repayment divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

**Section 22.04** Housing Quality Standards. Recipient shall ensure that all housing assisted with funds provided under this contract shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

**Section 22.05** Affirmative Marketing. Should funds from this contract be used in the construction of five

(5) or more dwelling units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if and Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

**Section 22.06** Enforcement of Affordability. City shall provide a legally enforceable contract consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 CFR 92.254, as applicable, for each activity assisted under this contract, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 CFR 92.254(a)(5) are subject to the requirements of 24 CFR 92.503.

**Section 22.07** Reversion of Assets. Upon termination of this contract, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this contract

shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination. This section does not refer to CHDO proceeds from the sale of property.

**Section 22.08** Flood Hazards. Funds provided under this contract may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

**Section 22.09** Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 CFR 92.350.

**Section 22.10** Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this contract. Recipient must comply with the applicable provisions of 24 CFR 92.353.

**Section 22.11** Property Standards. Recipient shall ensure that all housing assisted with funds provided under this contract (1) shall meet the lead-based paint requirements in 24 CFR 92.355 upon project completion and (2) shall meet the requirements of 24 CFR 92.355 for the duration of this contract.

**Section 22.12** All documents necessary for the conveyance of real property, pursuant to the contract, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

**Section 22.13** Funding under this contract is contingent upon Recipient meeting all terms, conditions of this contract.

**Section 22.14** This contract and the performance hereunder may not be assigned without the express written consent of City.

**Section 22.15** This contract is binding on Recipient's assigns and successors-in-interest.

### **Article XXIII. ORAL AND WRITTEN CONTRACTS**

**Section 23.01** All oral and written contracts between the Parties relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

**Section 23.02** The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Recipient in accordance with Article III of this contract.

- (a) Exhibit A. Performance Statement
- (b) Exhibit B. Budget
- (c) Exhibit C. Project Implementation Schedule
- (d) Exhibit D. Applicable Laws and Regulations
- (e) Exhibit E. Certifications

**Article XXIV. VENUE**

**Section 24.01** For purposes of litigation pursuant to this contract, venue shall lie in Brazos County, Texas

**Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**Section 25.01** Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of contractor under this contract. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

**BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.**

\_\_\_\_\_  
Karen M. Garber  
Executive Director

\_\_\_\_\_  
Date

**CITY OF COLLEGE STATION**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**APPROVED:**

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

\_\_\_\_\_  
Date

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

*10-9-12*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Dir. Bus. Services

\_\_\_\_\_  
Date

**EXHIBIT A  
PERFORMANCE STATEMENT**

**BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.**

Recipient is awarded \$107,045.00 from the City of College Station FY 2011 (HUD Grant Year 2010) HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) set-aside funds. Additionally, Recipient is awarded \$7,750.00 from the City of College Station FY 2012 (HUD Grant Year 2011) HOME Investment Partnerships Program – CHDO set-aside funds. These funds must be used for **the construction of a new affordable single-family home on the lot at 1205 Carolina, College Station, Texas 77840 The home shall be constructed according to the specifications submitted in response to RFP 12-087.**

All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. The project must be substantially completed within two (2) years of the date of this contract.

All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.

Recipient must provide written notification of all subcontractors to City.

Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in Exhibit B, Budgets.

Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.

In accordance with the Consolidated and Further Continuing Appropriations Act of 2012, (P.L. 112-55), HOME commitment contracts will required the conversion of unsold HOME units from homeownership to rental units if the property has not sold within six months of completion.

Income does not constitute program income, recaptured funds, or repayment of funds. However, any program income, recaptured funds, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station Department of Economic and Community Development - HOME Investment Partnerships Program. The City grants the Recipient the authority for the right to maintain all project proceeds. Any/all program income, recaptured funds, repaid funds, project proceeds, etc., are subject to this contract.

**EXHIBIT B  
BUDGET**

**BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.**

SOURCES OF FUNDS:

Maximum Proceeds of grant under the contract	\$114,795.00
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USES OF FUNDS:

Eligible Construction Costs of 1205 Carolina	\$114,795.00
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**EXHIBIT C  
PROJECT IMPLEMENTATION SCHEDULE**

CONTRACT START DATE: November 1, 2012

CONTRACT END DATE: September 30, 2014

**Construction Phase** – Construction for this project is scheduled to begin November 1, 2012 with completion and certificate of occupancy date no later than September 30, 2014. The issuance of a building permit will constitute start of construction.

## **EXHIBIT D**

### **THE APPLICABLE LAWS AND REGULATIONS**

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this contract including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

#### **I. CIVIL RIGHTS**

THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 CFR, 1958-1963 COMP., P. 652 AND 3 CFR, 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 CFR, PART 1;

EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 CFR PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 CFR, PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 CFR 107.60;

THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 8;

THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 CFR 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 CFR, CHAPTER 60.

THE REQUIREMENTS OF 24 CFR 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE CONTRACTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY CONTRACTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.

THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 CFR, PART 8. BY SIGNING THIS CONTRACT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 CFR, PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

#### **II. LEAD-BASED PAINT**

TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

#### **III. ENVIRONMENTAL STANDARDS**

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 CFR PARTS 1500-1508;

THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);

EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);

THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);

EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).

EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.

THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);

THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);

THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);

THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);

FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)

24 CFR PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

#### **IV. ACQUISITION/RELOCATION**

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 CFR PART 24, AND 24 CFR SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990)

#### **V. LABOR REQUIREMENTS**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)

COPELAND (ANTI-KICKBACK) ACT (40 USC 276c)

FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)



**October 25, 2012**  
**Consent Agenda Item No. 2f**  
**Approval of the 2012 Property Tax Roll**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action, and discussion on approval of the 2012 Property Tax Roll in the amount of \$25,503,096.29.

**Recommendation(s):** Staff recommends approval of the 2012 Property Tax Roll in the amount of \$25,503,096.29.

**Summary:** Section 26.09 (e) of the Texas Property Tax Code mandates formal approval of the Tax Roll by the City Council as the final step in the process of establishing the tax roll for the new year. The tax roll consists of the Maintenance and Operations levy and the Interest and Sinking fund levy.

The tax roll that will be generated by the tax rate of \$0.430687 per \$100 assessed valuation is \$25,503,096.29. This tax rate was adopted by the City Council on September 13, 2012.

**Budget & Financial Summary:** See above

**Attachments:**

1. Letter
2. 2012 Levy Totals

**Kristeen Roe, RTA, CTA**  
**Brazos County Tax Assessor/Collector**

300 E. Wm J Bryan Pkwy  
Bryan, TX 77803  
979-361-4470  
979-361-4487 - Fax



---

October 8, 2012

Honorable Nancy Berry  
Mayor  
College Station, TX

RE: 2012 Tax Rolls

Dear Mayor Berry:

I am providing the 2012 tax roll total information for the City of College Station as required by the Texas Property Tax Code:

Sec. 26.09 (e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll. **Please place acceptance of the 2012 Tax Rolls on the next Council Agenda as the formal creation of the tax rolls for the City of College Station.**

The Brazos County Tax Office received two supplemental value/ownership/exemption change files from the Brazos County Appraisal Review Board after the original 2012 value certification. The tax office accepted and balanced all of these changes prior to calculation of the 2012 tax rolls. A copy of the taxable values as well as the tax ceiling information for the City of College Station used for calculation is included on the levy totals pages.

Please contact me if you have any questions concerning these figures.

Respectfully,

Kristeen Roe, RTA, CTA  
Tax Assessor/Collector  
Brazos County

CC: Jeff Kersten, Chief Financial Officer  
Sherry Mashburn, City Secretary

ENC

# 2012 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 28,593

Grand Totals

10/6/2012

5:02:11PM

Land		Value			
Homesite:		739,441,262			
Non Homesite:		1,093,451,495			
Ag Market:		113,202,220			
Timber Market:		0	<b>Total Land</b>	(+) 1,946,094,977	
Improvement		Value			
Homesite:		2,556,131,648			
Non Homesite:		2,086,211,001	<b>Total Improvements</b>	(+) 4,642,342,649	
Non Real		Count	Value		
Personal Property:	2,841		390,620,473		
Mineral Property:	1,821		5,954,218		
Autos:	0		0	<b>Total Non Real</b>	(+) 396,574,691
			<b>Market Value</b>	=	6,985,012,317
Ag		Non Exempt	Exempt		
Total Productivity Market:	113,202,220		0		
Ag Use:	685,232		0	<b>Productivity Loss</b>	(-) 112,516,988
Timber Use:	0		0	<b>Appraised Value</b>	= 6,872,495,329
Productivity Loss:	112,516,988		0	<b>Homestead Cap</b>	(-) 10,992,194
			<b>Assessed Value</b>	=	6,861,503,135

Exemption	Count	Local	State	Total		
CH	1	127,800	0	127,800		
CHODO (Partial)	6	4,523,499	0	4,523,499		
DP	83	0	0	0		
DPS	5	0	0	0		
DV1	106	0	901,000	901,000		
DV1S	5	0	25,000	25,000		
DV2	62	0	613,500	613,500		
DV3	51	0	544,000	544,000		
DV3S	1	0	10,000	10,000		
DV4	72	0	420,000	420,000		
DV4S	20	0	204,000	204,000		
DVHS	48	0	9,671,706	9,671,706		
DVHSS	4	0	348,781	348,781		
EX	587	0	816,344,015	816,344,015		
EX (Prorated)	3	0	293,977	293,977		
EX366	1,461	0	164,493	164,493		
FR	4	10,308,992	0	10,308,992		
OV65	2,461	72,872,635	0	72,872,635		
OV65S	9	270,000	0	270,000	<b>Total Exemptions</b>	(-) 917,643,398
					<b>Net Taxable</b>	= 5,943,859,737

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	13,523,337	11,439,926	47,372.65	53,006.31	79		
DPS	744,550	732,550	3,115.93	3,139.58	5		
OV65	492,892,969	420,357,554	1,715,918.79	1,767,417.14	2,259		
<b>Total</b>	<b>507,160,856</b>	<b>432,530,030</b>	<b>1,766,407.37</b>	<b>1,823,563.03</b>	<b>2,343</b>	<b>Freeze Taxable</b>	(-) 432,530,030
<b>Tax Rate</b>	0.430687						

# 2012 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 28,593

Grand Totals

10/6/2012

5:02:11PM

**Freeze Adjusted Taxable** = 5,511,329,707

**Levy Info**

M&O Rate:	0.235052	M&O Tax:	13,918,529.39
I&S Rate:	0.195635	I&S Tax:	11,584,463.01
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	103.89

**Total Levy** 25,503,096.29

**Tif Zone Code**

**Tax Increment Loss**

CAD-TZ1	160,650
---------	---------

Tax Increment Finance Value: 160,650

Tax Increment Finance Levy: 691.90

**October 25, 2012**  
**Consent Agenda Item No. 2g**  
**Water Storage Tank Rehabilitation Contract**

**To:** David Neeley, City Manager

**From:** David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action, and discussion to authorize the City Manager to award contract 12-321 for \$461,900 to MC Sandblasting & Painting, and to approve a contingency transfer of \$115,000 from Water Capital Projects contingency budget, to recoat a water storage tank.

**Recommendations:** Staff recommends Council approve the construction contract award and recommends approval of the contingency transfer.

**Summary:** The coating systems on the three million gallon (MG) ground storage reservoir (GSR) are failing and need to be replaced. This water storage tank is of steel construction and any uncoated steel will rust quickly when exposed to chlorinated water and air. This contract also contains one small item of work on the Park Place Water Tower.

Quotes for completion of this work were solicited under bid #12-096 and the second lowest bid was determined by our Consulting Engineer to be the lowest responsive, responsible bidder. During our Consultant's review of the apparent lowest bidder's references, he found two unsatisfied clients and therefore could not recommend the low bidder. The Consultant's letter of recommendation of award is attached. (Please note, none of the bidders are local.)

The budget for this project was developed based on Engineering estimates, however, market conditions have changed in this industry as all of the quotes we received for this work were over the project's budget. Since this project is essential to maintain the integrity of the water storage tank and drinking water quality, it is important that we transfer the funds from contingency and award this contract expeditiously to ensure all of the tank repair work is completed before the high water demand season begins next May.

**Budget & Financial Summary:** Budget in the amount of \$408,745 is included in the Water Capital Projects Fund for this project. Funds in the amount of \$52,732 have been expended or committed to date, leaving a balance of \$356,012. The recommended award amount is \$461,900 which exceeds the remaining budget available. To cover this overage, a contingency transfer in the amount of \$115,000 is being requested for approval. Contingency transfers greater than \$15,000 require Council approval. There is adequate budget within the Water Capital Projects contingency to cover the budget shortfall on this project.

**Attachments:**

- Bid Tab
- Consultant letter
- Contract on file with City Secretary



City of College Station - Purchasing Division  
 Bid Tabulation for #12-096  
 "Dowling Road Pump Station Water Tank Rehabilitation Project"  
 Open Date: Thursday, September 6, 2012 @ 2:00 p.m.

\*\*\*Bids are currently being evaluated by the City Department and Consultant\*\*\*

ITEM	QTY/UNIT	DESCRIPTION	A&M Construction & Utilities, Inc. (Rowlette, TX)	MC Sandblasting & Painting, Inc. (Cedar Springs, MI)	Corrosion Eliminators, Inc. (Mineral Wells, TX)	Blastco Texas, Inc. (Houston, TX)	Central Tank Coatings, Inc. (Elgin, IA)	M.K. Painting, Inc. (Wyandotte, MI)	N.G. Painting, LP (Kerrville, TX)	Horizon Bros. Painting Corp. (Howell, MI)	Utility Service Co., Inc. (Perry, GA)	H2O Steel Contractors, Inc. (Waxahachie, TX)	LC United Painting Co., Inc. (Sterling Heights, MI)	Tank Pro, Inc. (Tuscaloosa, AL)	Classic Protective Coatings, Inc. (Menomonic, WI)
UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
<b>BASE BID</b>															
1	1 Lump Sum	Furnish material and labor to replace the interior coating system of the 3 MG GST per the Technical Specifications	\$204,000.00	\$222,000.00	\$248,200.00	\$245,000.00	\$241,000.00	\$240,000.00	\$220,000.00	\$210,000.00	\$235,000.00	\$265,000.00	\$338,000.00	\$353,268.00	\$368,650.00
2	1 Lump Sum	Furnish material and labor to replace the exterior coating system of the 3MG GST per the Technical Specifications	\$173,000.00	\$177,000.00	\$171,000.00	\$160,000.00	\$152,000.00	\$187,000.00	\$230,000.00	\$240,000.00	\$203,500.00	\$245,000.00	\$235,000.00	\$273,212.00	\$233,000.00
3	1 Lump Sum	Furnish material and labor to perform the repair items on the 3 MG GST per the Technical Specifications	\$36,000.00	\$26,400.00	\$15,360.00	\$46,500.00	\$49,000.00	\$38,000.00	\$30,000.00	\$20,000.00	\$104,500.00	\$41,000.00	\$38,000.00	\$36,925.00	\$88,000.00
4	1 Lump Sum	Furnish material and labor to replace the coating on the wet riser tube of the 3 MG EST per the Technical Specifications	\$12,000.00	\$16,500.00	\$19,000.00	\$15,000.00	\$32,000.00	\$15,000.00	\$10,000.00	\$34,000.00	\$12,000.00	\$30,000.00	\$23,000.00	\$20,000.00	\$53,500.00
<b>TOTAL BASE BID (ITEMS 1-4)</b>			<b>\$425,000.00</b>	<b>\$441,900.00</b>	<b>\$453,560.00</b>	<b>\$466,500.00</b>	<b>\$474,000.00</b>	<b>\$480,000.00</b>	<b>\$490,000.00</b>	<b>\$504,000.00</b>	<b>\$555,000.00</b>	<b>\$581,000.00</b>	<b>\$634,000.00</b>	<b>\$683,405.00</b>	<b>\$743,150.00</b>
<b>BID ALTERNATES</b>															
A.1	1 Lump Sum	Furnish material and labor to remove surface contaminants on interior of 3 MG GST as required	\$5,000.00	\$20,000.00	\$10,000.00	\$2,500.00	\$15,000.00	\$5,000.00	\$8,000.00	\$6,000.00	\$25,000.00	\$20,000.00	\$19,000.00	\$6,000.00	\$4,500.00
A.2	1 Lump Sum (+/-)	Alternate coating system. Add to or deduct amount from Base Bid Amount to install alternate coating systems per the Technical Specifications. *(Must indicate + or -)*	\$0.00	\$5,000.00	"Same"	\$0.00	\$0.00	"No Bid"	"No Bid"	-\$10,000.00	-\$15,000.00	"No Bid"	"No Bid"	"N/A"	\$100.00
<b>Certification of Bid</b>			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Acknowledged Addendums</b>			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Bid Bond</b>			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

NOTES:  
 LC United Painting Co., Inc.  
 »Bidder miscalculated the Base Bid Amount as \$630,000.00. The highlighted total above is correct.



City of College Station - Purchasing Division  
Bid Tabulation for #12-096  
"Dowling Road Pump Station Water Tank Rehabilitation Project"  
Open Date: Thursday, September 6, 2012 @ 2:00 p.m.

<b>TMI Coatings, Inc. (St. Paul, MN)</b>
<b>UNIT PRICE</b>
\$389,100.00
\$297,000.00
\$59,100.00
\$20,100.00
<b>\$765,300.00</b>
\$7,500.00
-\$1,000.00
✓
✓
✓



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September 12, 2012

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

Attn: Brian Smith, Water System Supervisor  
Ref.: Dowling Road 3 MG GST Tank Rehab Project

The purpose of this letter is to recommend a contractor for the ref. project. We reviewed the three low bidders and talked to each of them regarding their understanding of the project requirements and their availability to provide the services required per the project specifications. Our comments are provided below concerning each of the contractors.

A&M Construction & Utilities (low bidder)

- Completed two similar projects under direction of our firm.
- Used sub-contractors for majority of work on both projects. A&M mostly provided office management and minimal supervision of sub-contractors on each project.
- Sub-contractors were not aware of all project requirements and required a great deal of extra work and effort from both the engineer and the tank Owner to deal with.
- Both project Owners asked that A&M not be allowed to bid future work for them.
- A&M rep. claims they will not use sub-contractors on this project but they have no work history to insure they can actually do the work with their own crews.
- Project supervisor identified to our office has no history with our firm.

MC Sandblasting & Painting (second low bidder)

- Contractor specializes in water tank rehabilitation projects only.
- Completed seven similar projects under direction of our firm.
- MC never uses sub-contractors. MC always employs own workers.
- MC has never had a problem completing any project on time within budget.
- Supervisor identified for project has excellent history with our firm.
- Project Owners have welcomed and encouraged MC bidding their future work.

Corrosion Eliminators (third low bidder)

- Contractor specializes in water tank rehabilitation projects.
- Completed four similar projects under direction of our firm.
- CE never uses sub-contractors. CE always employs own workers.
- CE has history of not completing projects on time under direction of our firm. Two project Owners asked CE not to bid their work again due to project schedule over-run.

Based on the project requirements that majority of work be completed by workers employed directly by the contractor and the time sensitive nature of this project, we recommend MC Sandblasting & Painting for award of the project.

We have a considerable amount of confidence in their ability to properly man the project with their own workers and to complete the project on schedule in a professional manner.

Please call if we can provide additional information. We look forward to working with you on this project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jimmy D. Dunham". The signature is fluid and cursive, with a prominent initial "J" and a long, sweeping horizontal stroke.

Jimmy D. Dunham, P. E.

**October 25, 2012**  
**Consent Agenda Item No. 2h**  
**Interlocal Cooperation Contract with Department of Public Safety**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Texas Department of Public Safety specifically related to OmniBase Services.

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

**Summary:** We currently have an agreement with DPS for the Failure to Appear Program offered by the Driver License Division under Transportation Code Chapter 706. This program allows us to report to a third party contracted with DPS (OmniBase) defendants who have failed to appear before the court. DPS/OmniBase puts a hold on the defendants ability to renew their drivers license until the fines and fees have been paid. Under the existing agreement, courts are required to report compliance within five business days. Section 706.005 of the Transportation Code was amended during the 82<sup>nd</sup> Legislative Session to require courts to immediately notify Texas Department of Public Safety when no cause exists to continue to deny renewal of a person's driver license. To continue this contract, the City of College Station must approve the amended Interlocal Cooperation Contract.

**Budget & Financial Summary:** The OmniBase fee authorized is thirty (\$30.00) dollars per fine-only misdemeanor offense in addition to any other fines, penalties, or court costs required by city ordinance or state or federal law. The City receives \$4.00, Omni gets \$6.00 and the State receives \$20 from each case placed in this program. City revenue generated by this fee is estimated to be \$19,000 per year.

**Attachments:** Interlocal Agreement

# Interlocal Cooperation Contract

STATE OF TEXAS

COUNTY OF BRAZOS

§  
§  
§

## I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the City of College Station, TX, a local political subdivision of the State of Texas.

## II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

## III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

#### **IV. Governing Law**

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

#### **V. Venue**

The parties agree that this Contract is deemed performable in Travis County, Texas; and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

#### **VI. Application and Scope of Contract**

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

## **VII. Required Warning on Citation for Traffic Law Violations**

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

## **VIII. FTA Report**

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
  - (2) the name of the local political subdivision submitting the report;
  - (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
  - (4) the date of the alleged violation;
  - (5) a brief description of the alleged violation;
  - (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
  - (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

## **IX. Clearance Reports**

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

#### **X. Compliance with Law**

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

#### **XI. Accounting Procedures**

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each

calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

## **XII. Payments to Vendor**

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas  
7320 North M<sup>o</sup> Pac Expressway, Suite 310  
Austin, Texas 78731  
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

## **XIII. Litigation and Indemnity**

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

#### **XIV. Contract Modification**

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

#### **XV. Severability**

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

#### **XVI. Multiple Counterparts**

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

#### **XVII. Effective Date of Contract**

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis. However, either party may terminate this Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local political subdivision  
Court Administrator  
P.O. Box 9960  
300 Krenk Tap Road  
College Station, TX 77842

Texas Department of Public Safety  
Attn: Enforcement and Compliance Service  
5805 North Lamar Boulevard  
Austin, Texas 78773-0001  
(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF  
PUBLIC SAFETY**

**LOCAL POLITICAL SUBDIVISION\***

\_\_\_\_\_  
Sheri Gipson  
Deputy Administrator

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.



**CITY OF COLLEGE STATION**

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

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

**ATTEST:**

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

**APPROVED:**

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

*Alan C. Falo*  
\_\_\_\_\_  
City Attorney  
Date: 10-4-12

\_\_\_\_\_  
Executive Director Business Services  
Date: \_\_\_\_\_



**October 25, 2012**  
**Consent Agenda Item No. 2i**  
**Investment Policy/Broker-Dealer List/Strategy Resolution**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director of Business Services

**Agenda Caption:** Presentation, possible action and discussion on a resolution stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

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

**Summary:** The Public Funds Investment Act requires an annual review and approval of the City's investment policy and investment strategies. The Act further requires the following:

- (1) that the governing body adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies, and
- (2) that the written instrument so adopted records any changes to either the investment policy or investment strategies.

The City's investment policy has been reviewed and amended to reflect the legislative changes that have occurred during the 82<sup>nd</sup> Legislative Session. It was also revised to reflect current position titles. No substantive changes were made to the investment policy.

An annual review of the City's authorized broker/dealers was performed. There are no changes to this list.

Firms approved to do business with the City are:

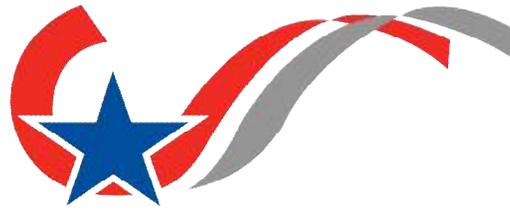
- o Costal Securities, Inc.
- o Vining Sparks, Deutsche Bank Alex Brown
- o First Southwest Securities
- o First Empire Securities

As part of the City's Investment Policy, Council is to review, approve and adopt any modifications to the list.

**Budget & Financial Summary:** None

**Attachments:**

Investment Policy and Strategy  
Resolution



CITY OF COLLEGE STATION  
*Home of Texas A&M University®*

***Investment Strategy and Policy***

**2013**

***Approved by Council***

***October XX, 2012***

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# INVESTMENT STRATEGY

The City of College Station will pursue a passive investment strategy. Investments will be purchased with the intent of holding to maturity and will only be sold early under exceptional circumstances. In purchasing investments, the investment officer will attempt to follow a ladder strategy to ensure that the portfolio will have at least one investment maturing every month. Investment priorities are as follows:

1. **Suitability** - Any investment allowed under the Investment Policy is suitable.
2. **Preservation and Safety of Principal** - Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
3. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operational requirements that might reasonably be anticipated.
4. **Marketability** - Investments should have an active and efficient secondary market to enable the City to liquidate investments prior to the maturity if the need should arise.
5. **Diversification** - The Investment Officer will attempt to maintain a diversified portfolio with regard to security type, financial institution providing the security, and maturity.
6. **Yield** - The City's investment portfolio shall be designed with the objective of attaining the maximum rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio.

# CITY OF COLLEGE STATION

## INVESTMENT POLICY

The Public Funds Investment Act, Chapter 2256, Texas Government Code, as Amended ("PFIA" herein), requires each city to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of the City of College Station funds.

### I. POLICY

It is the policy of the City of College Station, Texas ("City") to invest public funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all federal, state and local statutes governing the investment of public funds.

### II. SCOPE

This investment policy applies to all the financial assets held by the City. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund	Special Revenue Funds
Debt Service Fund	Capital Projects Funds
Enterprise Funds	Internal Service Funds

Any new funds created by the City will be subject to this policy unless specifically exempted by the City Council. To maximize the effective investment of assets, all funds mentioned above will pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

### III. INVESTMENT OBJECTIVES

The City of College Station shall manage and invest its cash with three primary objectives, listed in order of priority: **safety, liquidity and yield**. The safety of the principal invested always remains the primary objective.

#### **Safety**

Safety of Principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

### **Liquidity**

The City's investment portfolio will remain liquid to enable the City to meet all operational requirements that might reasonably be anticipated.

### **Yield**

The City shall invest funds in investments that earn a competitive market yield consistent with stated objectives. For bond proceeds to which arbitrage restrictions apply, the primary objectives shall be to obtain a fair market yield and to minimize the costs associated with the investment of such funds within the constraints of the investment policy and applicable bond covenants.

## **IV. RESPONSIBILITY AND CONTROL**

### **Delegation of Authority**

The Executive Director of Business Services or his Designee is designated the City's Investment Officer. The Investment Officer shall be responsible for the investment of funds consistent with this Policy, and shall have the authority necessary to carry out such responsibilities. An investment committee consisting of the Investment Officer and at least two other staff members designated by the City Manager will also be formed. This committee will be responsible for selecting eligible broker/dealers, reviewing, and updating the investment policy annually. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

### **Cash Flow Analysis**

Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes. Cash flow analysis will include the historical researching and monitoring of specific cash flow items, payables and receivables as well as overall cash position and patterns.

### **Training Requirement**

In order to ensure the quality and capability of investment management, the Executive Director of Business Services and the Investment Officer shall:

- attend at least one training session within 12 months of assuming duties *and* containing not less than 10 hours of instruction from an independent source approved by the governing board or a designated investment committee;
- receive training which includes education in investment controls, security risks, strategy risks, market risks, *diversification of the investment portfolio*, and compliance with the PFIA; and
- attend a training session not less than once each state fiscal biennium (beginning on the first day of the fiscal year and consisting of two consecutive fiscal years after that date) and receive not less than 10 hours of training from an independent source approved by the governing board or a designated investment committee.

### **Internal Controls**

The Investment Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. Annually, the City's independent auditors will review quarterly reports for the fiscal year.

### **Prudence**

Investments shall be made with the judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales. Employees and investment officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

On an annual basis, the Investment officials shall sign a statement acknowledging that they are in compliance with Section 2256.005 (i) of the Public Funds Investment Act.

## V. SUITABLE AND AUTHORIZED INVESTMENTS

### **Portfolio Management**

The City currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity.

### **Investments**

Acceptable investments under this policy shall be limited to the instruments as described by the Government Code; Chapter 2256, Sections 2256.009 through 2256.011 and Sections 2256.013 through 2256.016 of the Public Funds Investment Act. Investment of funds in any instrument or security not authorized for investment under the Act is prohibited.

#### • **Authorized**

1. Direct obligations of the United States government: U.S. Treasury Bills, U.S. Treasury Notes, and U.S. Treasury Bonds as well as Bonds or other interest bearing obligations for which the principal and interest are guaranteed by the full faith and credit of the United States government and rated not less than A or its equivalent by at least one nationally recognized investment rating firm.
2. Federal Agencies and Instrumentalities including but not limited to, discount notes, callables and debentures of the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bank (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC).
3. Time Certificates of Deposit, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, or the National Credit Union Share Insurance Fund or its successor, in state or national banks. Any deposits exceeding FDIC insurance limits shall be collateralized at 102% of the face amount of the Certificate of Deposit by securities listed in 1 - 2 above and held by the City's custodial bank or the custodial bank of the institution the CD's are held. Bids for Certificates of Deposit may be solicited orally, in writing, electronically or using any combination of these methods.
4. Repurchase Agreements with a defined termination date of 90 days or less collateralized by a combination of cash and securities listed in 1 - 2 above. Collateral must have a minimum market value of 102% of the repurchase agreement, and must be held by the custodian bank or other independent third-party custodian contracted by the City. Bond proceeds may be invested in flexible repurchase agreements with maturity dates not exceeding the expected final project expenditure if a formal bidding process is followed and properly documented for IRS purposes.

5. Commercial Paper maturing within 180 days carrying a minimum rating not less than A-1 or P-1 or equivalent by two nationally recognized rating agencies, or; rated not less than A-1 or P-1 equivalent by one nationally recognized rating agency plus secured by an irrevocable letter of credit issued by a domestic bank.
6. AAA-rated Money Market Mutual Funds registered with the Securities and Exchange Commission that invest exclusively in investments described in this section.
7. AAA-rated Investment Pools organized under the Texas Interlocal Cooperation Act that follow the requirements in the Public Funds Investment Act and which have been specifically approved by the City.

- **Not Authorized**

The following security types are not permitted:

1. Obligations whose payment represents the coupon payments of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principle stream from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized Mortgage Obligations (CMO's) that have a stated final maturity date of greater than 10 years; and
4. Any security, the interest rate of which is determined by an index that adjusts opposite to the changes in the Market index (inverse floaters).

### **Exemption for Existing Investments**

Any investment, which was authorized at the time of purchase, shall not be required to be liquidated.

### **Loss of Required Rating**

If any security that requires a minimum investment rating is downgraded below that minimum rating subsequent to purchase, it will no longer be considered an authorized investment. As a result, the City shall take all prudent measures to liquidate the security in effort to preclude or reduce principle loss. The City will select a different approved broker/dealer each quarter to verify the ratings of securities held. Local Government Pools ratings will be verified quarterly by checking their websites.

## VI. INVESTMENT PARAMETERS

### **Maximum Maturities**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase. Additionally, the City will maintain a dollar-weighted average maturity of two years or less.

### **Diversification**

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should be flexible depending upon the outlook for the economy and the securities markets. If conditions warrant, the guidelines below may be exceeded by approval of the Investment Committee.

With the exception of U.S. Treasury securities, authorized pools, and the City's depository accounts, the City may not invest more than 30% of the City's investment portfolio with a single financial institution. In addition, the following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	70%
3. Certificates of Deposits	30%
4. Money Market Mutual Funds	30%
5. Repurchase Agreements	20%
6. Commercial Paper	20%
7. Authorized Pools	70%

## VII. FINANCIAL INSTITUTIONS AND DEALERS

### **Depository**

At least every three to five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the period specified.

- The ability to meet all requirements in the banking RFA.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

The bank depository contract is subject to Council approval. During the term of the contract, additional accounts may be established. The City may open a cash money market account with its approved depository bank. Accounts held by the approved bank are to be collateralized at no less than 105%. Two authorized signers on the City's accounts must approve the establishment of new accounts.

### **Authorized Brokers/Dealers**

The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" or regional dealers that qualify under SEC rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with a completed Broker/Dealer Questionnaire and Certification, which shall include the following:

- An audited financial statement for the most recent period.
- Proof of certification by the Financial Industry Regulatory Authority (FINRA).
- Proof of current registration with the State Securities Commission.

Financial institutions eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has received and reviewed this Investment Policy, and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City.

The City will not enter into an investment transaction with a Broker/Dealer prior to receiving the written agreement described above and current audited financial statements.

Annually, the Investment Committee shall review and revise the list as needed. The Committee will consider any new firms that have submitted the required documentation and review the performance of the previously approved firms. Any modifications to the list will be submitted to Council for their review, approval and adoption.

### **Competitive Bids**

Securities will be purchased or sold after three (3) offers/bids are taken to verify that the City is receiving fair market value/price for the investment. Security transactions that may be purchased without competitive offers include: a) transactions with money market mutual funds b) local government investment pools and c) new securities still in syndicate and priced at par.

### **Delivery vs. Payment**

All securities transaction, including collateral for repurchased agreements, shall be purchased using the delivery vs., payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

## **VIII. SAFEKEEPING OF SECURITIES**

### **Safekeeping Agreement**

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

### **Safekeeping and Custody**

Safekeeping and custody of securities and collateral shall be in accordance with state law. Securities and collateral will be held by a third party custodian designated by the Investment Officer and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited. Original safekeeping receipts shall be obtained.

### **Collateralization**

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all investments and funds on deposit with a depository bank, other than investments, which are obligations of the U.S. government, its agencies and instrumentalities, and government sponsored enterprises. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on deposits or investments less than an amount insured by the FDIC. The collateralization level of the City's depository accounts will be no less than 105%.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

The right of collateral substitution is granted.

## **IX. PERFORMANCE STANDARDS**

### **Performance Standards**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

### **Performance Benchmark**

Given the passive investment strategy of the City, the benchmark to be used by the Investment Officer to determine whether market yields are being achieved shall be the average closing yield during the reporting period comparable to the portfolios dollar-weighted average maturity in days.

## **X. REPORTING**

### **Methods**

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer should prepare and submit to the City Council a written report of the investment transactions for all funds of the City for the preceding reporting period. The report must:

- describe in detail the investment position of the City on the date of the report,
- be prepared jointly by all the Investment Officers if the City appoints more than one,
- be signed by all Investment Officials,
- contain a summary statement of each pooled fund group that states the beginning market value for the reporting period,
- state the book value and the market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested,
- state the maturity date of each separately invested asset that has a maturity date,
- state the fund for which each individual investment was acquired,
- state all accrued interest payable; and
- state the compliance of the investment portfolio as it relates to this Policy and Investment Act.

### **Marking to Market**

The market values of the City's investments shall be obtained from a reliable outside source, which has access to investment market values. Marketing to Market will be done at least quarterly.

## **XI. INVESTMENT POLICY ADOPTION**

The City's investment policy and investment strategies must be adopted annually by resolution of the City Council even if there are no changes. The City Council shall review the policy annually and they must approve any changes or modifications made thereto.

## QUALIFIED BROKERS/DEALERS

### **Costal Securities, Inc.**

Tony Sekaly  
5555 San Felipe, Suite 2200  
Houston, Texas 77056  
Phone: (713)435-4328

### **Deutsche Bank Alex Brown**

Larry Burns  
700 Louisiana Street, Suite 1500  
Houston, TX 77002  
Phone: (832)239-3311

### **First Empire Securities**

Michael Pappadio  
1100 Motor Parkway, 2nd Floor  
Hauppauge, NY 11788  
Phone: (631)979-0097

### **Vining Sparks**

Steve Scaramastro  
775 Ridge Lake Boulevard  
Memphis, Tennessee 38120  
Phone: (901)681-1008

### **First Southwest Securities**

Linda Calloway  
300 West 6<sup>th</sup> Street, Suite 1940  
Austin, TX 78701  
Phone: (512)481-2040

### **American Momentum (CD's only)**

Five Momentum Blvd.  
College Station, TX 77845  
Phone: (979)599-9349

## INVESTMENT POOLS

### **TexPool**

600 Travis Street, Suite 7200  
Houston, TX 77002  
Phone: (866)891-7665

### **TexSTAR**

325 North St. Paul, Suite 800  
Dallas, TX 75201  
Phone: (800)839-7827

## DEPOSITORY BANK

### **Citibank, N.A.**

2717 Texas Avenue South  
College Station, Texas 77840  
(979)260-1482

## GLOSSARY OF COMMON TREASURY TERMINOLOGY

**Accrued Interest** - The accumulated interest due on a bond as of the last interest payment made by the issuer.

**Agency** - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

**Amortization** - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

**Asked** - The price at which securities are offered.

**Average Life** - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

**Basis Point** - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

**Bid** - The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value** - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

**Broker** - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

**Callable Bond** - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

**Call Price** - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

**Call Risk** - The risk to a bondholder that a bond may be redeemed prior to maturity.

**Cash Sale/Purchase** - A transaction that calls for delivery and payment of securities on the same day that the transaction is initiated.

**Certificate of Deposit (CD)** – A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**Collateralization** - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

**Commercial Paper** - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

**Comprehensive Annual Financial Report (CAFR)** – The official annual report for the City of College Station. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed statistical section.

**Coupon Rate** - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. It is also known as the interest rate.

**Credit Quality** - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

**Credit Risk** - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**Current Yield (Current Return)** - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

**Dealer** – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**Delivery Versus Payment (DVP)** - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

**Discount** - The amount by which the par value of a security exceeds the price paid for the security.

**Discount Security** – Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

**Diversification** - A process of investing assets among a range of security types by sector, maturity, and quality rating.

**Duration** - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

**Fair Value** - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

**Federal Funds (Fed Funds)** - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered immediately available funds.

**Federal Funds Rate** - Interest rate charged by one institution lending federal funds to the other.

**Federal Credit Agencies** – Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g. S&L's small business firms, students, farmers, farm cooperatives, and exporters.

**Federal Deposit Insurance Corporation (FDIC)** – A federal agency that insures bank deposits, currently up to \$250,000 per depository account through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000.

**Federal Home Loan banks (FHLB)** – The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role similar to that played by the Federal Reserve Bank versus member commercial banks.

**Federal National Mortgage Association (FNMA)** – A government –sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

**Federal Open Market Committee (FOMC)** – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**Federal Reserve System** – The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**Financial Industry Regulatory Authority (FINRA)** - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

**Government Securities** - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

**Interest Rate** - See "Coupon Rate."

**Interest Rate Risk** - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

**Internal Controls** - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- § **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- § **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- § **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

**Inverted Yield Curve** - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

**Investment Policy** - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

**Liquidity** - An asset that can be converted easily and quickly into cash.

**Local Government Investment Pool (LGIP)** - An investment by local governments in which their money is pooled as a method for managing local funds.

**Mark-to-market** - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

**Market Risk** - The risk that the value of a security will rise or decline as a result of changes in market conditions.

**Market Value** - Current market price of a security.

**Maturity** - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

**Money Market** - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**Money Market Mutual Fund** - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

**Mutual Fund** - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940.

**Net Asset Value** - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets that includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)  $[(\text{Total assets}) - (\text{Liabilities})] / (\text{Number of shares outstanding})$

**Nominal Yield** - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

**Offer** - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

**Par** - Face value or principal value of a bond, typically \$1,000 per bond.

**Portfolio** – Collection of securities held by an investor.

**Positive Yield Curve** - A chart formation that illustrates short-term securities having lower yields than long-term securities.

**Premium** - The amount by which the price paid for a security exceeds the security's par value.

**Prime Rate** - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

**Principal** - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

**Prospectus** - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

**Prudent Person Rule** - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

**Rate of Return** – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**Reinvestment Risk** - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

**Repurchase Agreement (repo or RP)** - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

**Reverse Repurchase Agreement (Reverse Repo)** - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**Rule 2a-7 of the Investment Company Act** - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

**Safekeeping** - Holding of assets (e.g., securities) by a financial institution.

**Secondary Market** – A market made for the purchase and sale of outstanding issues following the initial distribution.

**Securities & Exchange Commission** – Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**Serial Bond** - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

**Sinking Fund** - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

**Swap** - Trading one asset for another.

**Term Bond** - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

**Total Return** - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

**Treasury Bills** - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Bonds** – Marketable, fixed-interest U.S. government debt securities with maturities of more than ten years and issued in minimum denominations of \$1,000. Treasury bonds make interest payments semi-annually and the income that holders received is only taxed at the federal level.

**Treasury Notes** - Marketable U.S. government debt securities with fixed interest rates and maturities between 1 to 10 years. Treasury notes can be bought either directly from the U.S. government or through banks.

**Uniform Net Capital Rule** - SEC Rule 15C3-1 – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1: also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**Volatility** - A degree of fluctuation in the price and valuation of securities.

**Volatility Risk Rating** - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

**Weighted Average Maturity (WAM)** - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

**Yield** - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

**Yield-to-call (YTC)** - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

**Yield-to-maturity** - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

**Zero-coupon Securities** - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY, BROKER/DEALER LIST AND INVESTMENT STRATEGY FOR FISCAL YEAR 2013 AND AUTHORIZING ITS IMPLEMENTATION.

WHEREAS, the goal of the City of College Station is to create an Investment Policy to insure the safety of all funds entrusted to the City, while making available those funds for the payment of all necessary obligations of the City, and providing for the investment of all funds not immediately required in interest bearing securities; and

WHEREAS, the safety of the principal invested shall always be the primary concern of the City of College Station; and

WHEREAS, the management of monies in order to insure maximum cash availability and maximum yields on a short term investment is a primary goal of the City of College Station; and

WHEREAS, the Investment Policy for Fiscal Year 2013 designates the Executive Director of Business Services or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds; and

WHEREAS, the Investment Policy for Fiscal Year 2013 contains the City's Collateral Policy as required pursuant to Texas Government Code, Chapter 2257.

WHEREAS, the City Council of the City of College Station has reviewed the City's Investment Policy for Fiscal Year 2013, Broker/Dealer List for Fiscal Year 2013 and the City's Investment Strategy for Fiscal Year 2013; now, therefore,

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

PART 1: That the City Council hereby approves the City's Investment Policy, Broker/Dealer List and the Investment Strategy for Fiscal Year 2013.

PART 2: That the City Council hereby approves the designation of the Executive Director of Business Services or his Designee as the Investment Officer of the City and authorizes the Investment Officer to carry out the responsibilities of investing the City's funds consistent with the City's Investment Policy.

PART 3: 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:

Carla A. Robinson  
City Attorney

**October 25, 2012**  
**Consent Agenda Item No. 2j**  
**Contract for Sand Pro Athletic Field Rakes and Fertilizer applicator**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval to purchase equipment, and accessories associated with maintenance of athletic fields in the amount of \$59,776.

**Relationship to Strategic Goal:** Providing Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of this request to allocate these funds towards purchasing a sand pro athletic field rake and applicator for seed and fertilizer.

**Summary:** This request is in regards to allocating Parks and Recreation funds to purchase three (3) motorized Sand Pro athletic field rakes, associated accessories, and seed/fertilizer applicator. The purpose for purchasing the Sand Pro equipment is to alleviate excessive lifting by accomplishing the same task with automated lifting devices. There is a risk of safety involved with continuing to operate and maintain the athletic complexes in the means in which they have been conducted. Continuance of the same operations will lead to unnecessary lifting injuries to staff and a possible increase in worker's compensation claims.

The Seed/Fertilizer applicator will make over-seeding, fertilizing, and top dressing athletic fields more efficient. There will be a direct savings of three and a half hours of labor on each field. The savings in one year's time would pay for the piece of equipment.

**Budget & Financial Summary:** The vendor price quotation is attached. The purchase is being made through the Buyboard Purchasing Cooperative. Funds were approved and are available from the FY 2013 Capital Outlay account.

**Attachments:**

- 1) Price Quotation



Professional Turf Products, L.P.

Patrick Brown  
 1010 N. Industrial Blvd.  
 Euless, Texas 76039  
 (888) 776-8873 ext. 5434 // Fax (817) 785-1901  
 www.brownp@proturf.com



Ship To	City Of College Station-Parks & Rec.		Date	10/11/2012
Corp. Account	BUYBOARD (CONTRACT # 373-11)		Tax Rate	
Contact	Steve Richardson		Destination	2.00%
Address	1000 Krenek Tap		Trade-In	
City	College Station, TX		Finance	
State	TX	<i>Comments:</i> Professional Turf Products is a Buyboard Vendor, Contract 373-11 Grounds Maintenance Equipment, Irrigation Parts, Supplies & Installation	Corp. Acct.	Yes
Postal Code	77842			
Phone				
Fax				

**PRICE QUOTATION**

Qty	Model #	Description	Unit	Extended
3	08703	Sand Pro 3040	\$12,729.96	\$38,189.88
3	08714	Manual Blade (40")	\$1,134.01	\$3,402.03
3	08761	QAS Nail Drag	\$989.49	\$2,968.47
7	08756	Drag Mat Carrier System	\$1,006.08	\$7,042.56
3	08757	Steel Mat	\$216.38	\$649.14
3	08758	Coco Mat	\$371.16	\$1,113.48
3	30035	400 Hour Filter Maintenance Kit	<u>\$87.71</u>	<u>\$263.13</u>
		SandPro 3040	\$ 16,534.79	<b>\$53,628.69</b>
1	WFR	11.5 cu. Ft (800 lb.) capacity, trail type, ground driven, remote control feeding, removable hopper, adjustable for side spreading with 18 x 9.50 x 8 flotation tires.	\$4,575.00	\$4,575.00
1	FRGHT-Lely	Freight for Lely Equipment Misc Allied	\$400.00	<u>\$400.00</u>
				<b>\$4,975.00</b>

<b>SubTotal</b>	\$	<b>58,603.69</b>
<b>Destination</b>	\$	<b>1,172.07</b>
<b>Tax (Estimated)</b>	\$	<b>-</b>
<b>TOTAL</b>	\$	<b>59,775.76</b>

**Comments:**

**For all New Equipment, Demo units may be available for up to 20% savings.  
 For all New Equipment, Refurbished units may be available for up to 40% savings.**

**Terms & Conditions:**

1. Pricing, including finance options, valid for 30 days from time of quotation.

2. After 30 days all prices are subject to change without notice.
3. Used and Demo equipment is in high demand and availability is subject to change.
  - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
4. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Rental Policy:**

1. Rental equipment will be delivered fully operational.
2. Upon acceptance, customer is liable for all damage in excess of normal wear and tear while it is in his possession.
3. In the event of rentals lasting longer than thirty days, the customer is responsible for all preventative maintenance required during the term.
4. Only OEM parts, as designated by the manufacturer, are to be used for repairs and maintenance.
5. Professional Turf Products will have sole discretion as to "Normal Wear and Tear".

**Returns Policy:**

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Terms:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
  - E. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.  
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

**October 25, 2012**  
**Consent Agenda Item No. 2k**  
**Construction & Demolition Debris Residential Collection**  
**Franchise Agreement Termination - BCS Stop 'N Go Potties**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the termination of a franchise agreement with CCAA, LLC d/b/a BCS Stop N' Go Potties for the collection of demolition and construction debris from residential properties, and approval of a Resolution Repealing Resolution 10-11-12-2i.

**Relationship to Strategic Goals:** Wise stewardship of the natural resources and features needed to meet current demands without compromising the ability of future generations to do the same.

**Recommendation(s):** Staff recommends termination of the franchise agreement and approval of a Resolution Repealing Resolution 10-11-12-2i.

**Summary:** The proposed termination is being recommended to allow CCAA, LLC d/b/a Brazos Valley Recycling and CCAA, LLC d/b/a Big Dumpster to combine all collections under one new franchise agreement. The company currently operates under several different agreements, which were created as the company expanded services. The development of a new comprehensive franchise agreement will allow CCAA, LLC to collect demolition and construction debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, within the City of College Station. Additionally, CCAA, LLC d/b/a Big Dumpster will be permitted to collect residential roll-off demolition and construction debris within the City of College Station. The combination will allow for efficient and convenient reporting and franchise fee payment.

The first reading of the new franchise agreement was approved by the City Council on October 11, 2012 along with this termination agreement. However, due to an error the agreement was posted as a resolution and not as an ordinance which is a City Charter requirement. The second reading of the new franchise agreement is posted in the October 25, 2012 consent agenda.

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

**Attachments:**

1. Franchise Termination Ordinance
2. Resolution Repealing Resolution 10-11-12-2i

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REPEALING AND TERMINATING THE FRANCHISE AGREEMENT WITH, ORDINANCE NO. 2011-3352 WITH CCAA, LLC D/B/A BCS STOP AND GO POTTIES FOR THE COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS FROM RESIDENTIAL SITES, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BE REPEALED AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of College Station, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of College Station; and

**WHEREAS**, the City of College Station may, by ordinances and charter, grant franchises to other entities for the use of public streets, alleys, and thoroughfares within the corporate limits of the City of College Station and for the collection and disposal of solid waste generated from within the corporate limits of the City of College Station; and

**WHEREAS**, the City may enter into a new franchise agreement with CCAA, LLC for the collection of demolition and construction debris; and

**WHEREAS**, the City will repeal and terminate, Franchise Agreement Ordinance No. 2011-3352, with CCAA, LLC d/b/a BCS Stop 'N Go Potties, as according to the Franchise Agreement and City Charter agreement; now, therefore,

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

**PART 1:** That the City Council hereby repeals and terminates Franchise Agreement Ordinance No. 2011-3352 with CCAA, LLC d/b/a BCS Stop N' Go Potties according to Article XXVI of the Franchise Agreement and Article XI of the City Charter.

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

**PART 3:** That this Ordinance becomes effective immediately upon passage by the City Council.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CCAA, LLC  
d/b/a BCS Stop N' Go Potties

CITY OF COLLEGE STATION

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

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

Printed Name: Charlie Maddusa

Mayor

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

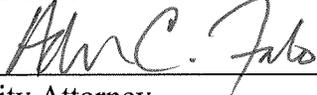
Title: Owner

Date: 10/18/12

ATTEST:

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

APPROVED:

 \_\_\_\_\_  
City Attorney  
Date: 10-18-12

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE REPEAL OF RESOLUTION NO. 10-11-12-2I THAT WAS PASSED ON OCTOBER 11, 2011.

WHEREAS, the City on October 11, 2012 terminated by resolution, franchise agreement Ordinance No. 2011-3352, with CCAA, LLC d/b/a BCS Stop 'N Go Potties,

WHEREAS, this action should have been completed by repealing the franchise agreement by ordinance,

WHEREAS, the City and will terminated by ordinance franchise agreement Ordinance No. 2011-3352, with CCAA, LLC d/b/a BCS Stop 'N Go Potties, as according to the franchise and City Charter agreement; now, therefore,

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

PART 1: That the City Council hereby repeals Resolution No. 10-11-12-2i.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**October 25, 2012**  
**Consent Agenda Item No. 2L**  
**Construction & Demolition Debris, Organic Waste, Recycling Collection**  
**Franchise Agreement - CCAA, LLC – Second Reading**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the second reading of a franchise agreement with CCAA, LLC Brazos Valley Recycling and Big Dumpster; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.

**Relationship to Strategic Goals:** Wise stewardship of the natural resources and features needed to meet current demands without compromising the ability of future generations to do the same.

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

**Summary:** Currently, CCAA, LLC operates two (2) franchise agreements with the City of College Station - BCS Stop and Go Potties (Big Dumpster) and Brazos Valley Recycling. The proposed franchise agreement will combine the two agreements under their parent company CCAA, LLC and will consolidate all their services into one franchise agreement. The combination will allow for efficient and convenient reporting and franchise fees.

The proposed agreement would allow a CCAA, LLC Brazos Valley Recycling to collect construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations within the City of College Station. The agreement would also allow a CCAA, LLC Big Dumpster to collect residential roll-off construction and demolition debris within the City of College Station.

The company will be responsible for developing onsite collection of construction and demolition debris, recyclables, and organic waste; so as not to interfere with the collection of municipal solid waste (MSW).

Section 104 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

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

**Attachments:**

1. Franchise Ordinance

**FRANCHISE AGREEMENT FOR DEMOLITION AND CONSTRUCTION DEBRIS,  
MULTIFAMILY AND COMMERCIAL BUSINESS RECYCLING, AND ORGANIC  
WASTE COLLECTION WITH CCAA, LLC, D/B/A BRAZOS VALLEY RECYCLING  
AND D/B/A BIG DUMPSTER**

**Whereas**, An ordinance granting CCAA, LLC d/b/a Brazos Valley Recycling and d/b/a Big Dumpster, its successor and assigns a non exclusive franchise for the privilege and use public streets, alleys, and public ways within the corporate limits of the City of College Station.

**Whereas**, This Franchise Agreement is for Brazos Valley Recycling for the purpose of engaging in the business of collecting demolition and construction debris from residential sites, collecting demolition and construction debris, recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

**Whereas** This Franchise Agreement for Big Dumpster for the purpose of engaging in the business of collecting demolition and construction debris from residential sites.

**Whereas**, The Franchise provides the terms, conditions, obligations, and limitations for performance of the Franchise and provides the consideration, term of the grant, method of acceptance, repeal of conflicting ordinances, termination, and assessing a penalty.

**Whereas**, the City of College Station, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of College Station; and the City of College Station may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of the City of College Station and for the collection and disposal of solid waste generated from within the corporate limits of the City of College Station; and

**Whereas**, the City of College Station desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of a certain classification of solid waste generated within the corporate limits of the City of College Station under the terms of this Franchise Agreement as set out below; and

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

**ARTICLE I  
DEFINITIONS**

1. **Franchise Agreement** will mean this franchise between the City of College Station and CCAA, LLC d/b/a Brazos Valley Recycling for provision of a demolition and construction debris, recycling, and organic waste collection from multifamily apartment and commercial business locations, within the City of College Station and CCAA, LLC d/b/a Big Dumpster for provision of a residential roll-off demolition and construction debris within the City of College Station, under certain terms and conditions set out herein.

2. **Contractor** will mean:

- a. Brazos Valley Recycling means CCAA, LLC d/b/a Brazos Valley Recycling conducting the roll-off demolition and construction debris collection service, recycling collection for multifamily apartment and commercial business locations, and organic waste collection service.
- b. Big Dumpster CCAA, LLC d/b/a Big Dumpster Conducting roll-off demolition and construction debris collection service,

3. **Brazos Valley Solid Waste Management Inc.** or BVSWMA means a landfill operated by an interlocal agreement.

4. **City of College Station** or City means the City of College Station, Texas a Home-Rule Municipal Corporation incorporated under the laws of Texas.

5. **City Council** or Council means the governing body of the City of College Station, Texas.

6. **Class 1 Waste** means that term as defined in the Texas Administrative Code as it now exists or as is hereafter amended.

7. **Compactor** means a bulk container used for the collection of refuse, equipped with a device to compact such materials and thereby increasing the storage capacity of the containers.

8. **Container** means an apparatus of varying capacity used for refuse collection; this apparatus must have a securable lid. This lid shall remain closed and secured with the exception of loading and collection. Containers shall not be made of any temporary material.

9. **Customers** will mean: those industrial, residential, or commercial premises located within the City that generate recyclables, demolition and construction debris, or organic waste.

a. **Residential Customers**

- i. Each single-family detached residential unit or residential units in a building with less than a total of four (4) attached residential units in a

complex where each residential unit has been assigned a seventy-gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.

- ii. Each residential unit in a building with less than a total of four (4) attached residential units in a complex that has been assigned a shared three hundred-gallon or larger automated solid waste collection container, that has not been identified as a multi-family apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.

- b. **Multifamily Customers** - Each residential unit in a building with a total of four (4) or more attached residential units in a complex that has been identified as a multi-family apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only.
- c. **Commercial Customers** - Any customer who is an enterprise or establishment whose main purpose is to carry on a commercial activity whether for profit or not. Said definition shall include all uses not falling within the category of residential including, but not limited to churches, hospitals, schools and industries.
- d. **Industrial Customers**- Real property on which manufacture or assembly is carried on for profit, employing labor or machinery.

**10. Demolition and Construction Debris** means any building material waste resulting from demolition, remodeling, repairs, or construction as well as materials discarded during periodic temporary facility clean-up generated within the City.

**11. Organic Waste** means waste of biological origin that has been recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed rather than reprocessed into another product.

**12. Recyclables or Recyclable Commodities** will mean materials that have been recovered from the solid waste stream for the purposes of reuse or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable commodities or recyclables are not solid waste unless they are abandoned or disposed rather than reprocessed into another product.

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

**14. Roll-Off** means a container of varying capacity used for refuse collection.

**ARTICLE II  
GRANT OF NON EXCLUSIVE FRANCHISE**

1. Nothing in this Franchise shall be construed as granting an exclusive franchise or right. City hereby grants Contractor a nonexclusive franchise to operate and establish in the City from the effective date of the Agreement, to engage in the business of collecting demolition and construction debris from commercial, industrial, multifamily, and residential sites; as well as recyclables and organic waste from commercial, industrial, and multifamily sites for the purpose of recycling within the jurisdictional limits of the City.

2. Contractor is granted passage and right-of-way on, along and across the streets, avenues, rights-of-way, alleys, and highways within the corporate limits of the City, for any such services and lawful purpose as stated in this Franchise; provided that all such work, activity and undertakings by Contractor shall be subject to the terms and provisions of this Franchise and the continuing exercise by the City of its governmental and police powers, and provided further that nothing herein shall be construed to require or authorize Contractor to exceed any rights granted herein or by the TCEQ.

**ARTICLE III  
DISPOSAL SITE TO BE USED**

Unless approved otherwise in writing by City, Contractor shall utilize BVSWMA, Inc. landfill for the disposal of all non recyclable waste material collected by Contractor within the corporate limits of the City. Contractor will only use a City approved recycling facility for processing of all recyclable material collected by Contractor within the corporate limits of the City under this Franchise Agreement. Contractor shall not dispose of any Class 1 Waste at the BVSWMA, Inc. landfill.

**ARTICLE IV  
RATES TO BE CHARGED BY BRAZOS VALLEY RECYCLING**

Attached hereto as **Exhibit "A"** and incorporated herein by reference is the Schedule of Rates, which Contractor shall charge for the aforementioned services. The Contractor shall notify the City in writing of any rate changes.

**ARTICLE V  
PAYMENTS TO CITY**

1. For and in consideration of the grant of the franchise herein, Contractor agrees and will pay to during the term of this Franchise a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling accomplished.

a. A fee equivalent to five percent (5%) of Contractor's monthly gross delivery and hauling revenues generated from Contractor's provision of demolition and construction debris, recyclables, and organic waste roll-off, compactor, or container collection services within the City is required if Contractor reports aggregate recycling of at least sixty percent (60%) of demolition and construction debris, recyclables, and organic waste collected.

b. A fee equivalent to six and one half percent (6.5%) of Contractor's monthly gross delivery and hauling revenues generated from Contractor's provision of demolition and construction debris, recyclables, and organic waste roll-off, compactor, or container collection services within the City is required if Contractor's reports aggregate recycling of at least fifty-five percent (55%) but less than sixty percent (60%) of demolition and construction debris, recyclables, and organic waste collected.

c. A fee equivalent to eight percent (8%) of Contractor's monthly gross delivery and hauling revenues generated from Contractor's provision of demolition and construction debris, recyclables, and organic waste roll-off, compactor, or container collection services within the is required if Contractor reports aggregate recycling less than fifty-five percent (55%) of demolition and construction debris, recyclables, and organic waste collected.

2. Any revenue received by Contractor will be subject to the franchise fee and shall be computed into Contractor's monthly gross delivery and hauling revenue. Payment will be paid quarterly to the City Manager or his delegate and shall be due by the twentieth of the month following the end of the previous quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding amount owed under this Article V.

3. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XIV of this Franchise Agreement (FAILURE TO PERFORM).

**ARTICLE VI  
ACCESS TO RECORDS & REPORTING**

City shall have the right, upon reasonable notice, to inspect during normal business hours Contractor's records, billing records of those customers served by Contractor and all papers relating to the operation of demolition and construction debris, recyclables, organic waste collection, and disposal within the City. Contractor shall cooperate in allowing City to conduct the inspections.

Along with the payment to the City of the City's agreed share of revenue from the delivery and hauling of demolition and construction debris, recyclables, and organic waste, Contractor shall provide a Monthly Recycling Activity Report that shall be due to the City no later than the twentieth calendar day of each month and summarizing recycling activity for the previous calendar month. Contractor's report shall include the following information:

1. Total tonnage of all materials collected from all customers, broken down by material type.
2. Total tonnage of all materials collected from all customers from within the City, broken down by material type.
3. Reports of the results of all complaints and investigations received and action taken by Contractor.
4. A listing of all Contractor accounts served and monthly revenue derived from the provision of collecting demolition and construction debris, recyclables, and organic waste in the City under terms of this franchise. The reports will include customer's address, frequency of pick-up, size of container, type of container, and monthly charges.
5. Such information concerning the business of collection, processing and marketing of recyclable materials as may be required by the City's representative.

#### **ARTICLE VII PLACEMENT OF ROLL-OFF, COMPACTORS, AND CONTAINERS**

1. All roll-off, compactors, and containers placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place containers on public streets, alleys or thoroughfares without the prior written approval of the City. City reserves the right to designate the exact location of any or all roll-off (s), compactors, or containers placed in service in the City.
2. Demolition and construction debris, recycling, and organic waste collection shall not interfere with the City's collection of municipal solid waste.

#### **ARTICLE VIII CONTAINER AND EQUIPMENT MAINTENANCE**

1. Contractor's vehicles shall at all times be clearly marked with Contractor's name, address, telephone number and if applicable, state permit number, in letters not less than three (3) inches in height. All equipment necessary for the performance of this franchise shall be in good condition and repair.

2. Contractor agrees to properly maintain in a safe, clean, and sanitary condition, and paint all roll-off, compactors, or containers placed out for service within the City. Organic waste and recycling roll-off, compactors, and containers must be clearly marked as used for “Organic Waste Only” or “Recyclables Only” in letters at least twelve inches (12”) on the sides of the roll containers, compactors, or containers.

3. All vehicles used by Contractor in the removal of demolition and construction debris, organic waste, and recyclables must be covered during transport to prevent spillage, blowing, or scattering of refuse onto public streets or rights of way, private property or adjacent property. A standby vehicle shall always be available.

### **ARTICLE IX COMPLAINTS REGARDING SERVICE/SPILLAGE**

Contractor shall handle directly any complaints pertaining to customer service, property damage or personal injury from their roll-off service. Any such complaints received by City shall be forwarded to Contractor within twenty-four (24) hours of their receipt by City. Contractor shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from City, resolve such complaints promptly and shall report to City the action taken. Failure by Contractor to respond and report to CITY on action taken within this twenty-four (24) hour period may subject Contractor to a \$100.00 per incident charge from City payable with the next payment due City under Article V of this Franchise Agreement.

### **ARTICLE X COMPLIANCE WITH LAWS**

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

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

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

4. All collections made under this Agreement shall be made by Contractor without unnecessary noise, disturbance, or commotion.

**ARTICLE XI  
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY**

This Franchise Agreement contains all the terms and conditions agreed on by the parties and no other agreements, or otherwise, regarding the subject matter of this franchise shall be of any force or effect. Both parties agree and understand that nothing in this Franchise Agreement conveys to Contractor an exclusive franchise for the services described in this franchise and that this franchise is nonexclusive.

**ARTICLE XII  
OWNERSHIP OF MATERIALS**

Sole and exclusive title to all demolition and construction debris, recyclables or organic waste collected by Contractor under this Franchise Agreement will pass to Contractor when the debris is placed on Contractor's truck.

**ARTICLE XIII  
CITY SERVICE**

Contractor agrees to provide free service to City following natural disasters or Acts of God.

**ARTICLE XIV  
FAILURE TO PERFORM**

It is expressly understood and agreed by the parties that if at any time Contractor shall fail to perform any of the terms, covenants, or conditions herein set forth, City may after hearing as described herein, revoke and cancel the Franchise Agreement by and between the parties and said Franchise Agreement shall be null and void. Upon the determination by the staff of City that a hearing should be held before the Council of said City, City shall mail notice to Contractor, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Franchise Agreement. The hearing shall be conducted in public before the City Council and Contractor shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Franchise Agreement between the parties at no penalty to the City.

**ARTICLE XV  
RELEASE AND INDEMNIFICATION**

**1. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ALL**

**CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PERSON, CONTRACTOR, OR AN EMPLOYEE OF EITHER OF THE PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES, CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF THIS FRANCHISE TO CONTRACTOR, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE.**

**2. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD CITY HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, AND FOR DAMAGE TO ANY PROPERTY, OUT OF OR IN CONNECTION WITH OPERATION OF CONTRACTOR'S RECYCLING BUSINESS UNDER THIS FRANCHISE AND DISPOSAL OF THE RECYCLABLE WASTE COLLECTED BY IT OR RESALE, AND ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, WHETHER THE CONTRACTOR'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES, AND WHETHER THE CITY'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED FOR HEREINABOVE IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF BOTH THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, AND THE CONTRACTOR'S NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

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

## **ARTICLE XVI INSURANCE**

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

2. Contractor's insurance shall be primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers, shall be considered in excess of Contractor's insurance and shall not contribute to it.

3. Contractor shall include any and all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements and endorsements stated herein.

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

### **a. Standard Insurance Policies Required**

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

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

1. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted, if available. Otherwise, an Insurance Carrier shall be permitted outside the State of Texas, as long as policy is through an Insurance Broker authorized within Texas and the policy complies with the other insurance requirements contained in this Agreement.
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
3. "Claims Made" policies are not accepted.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
5. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.

6. The City of College Station, its officials, employees and volunteers, are to be named as “Additional Insured” to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

**c. Commercial General Liability**

1. General Liability insurance shall be written by a carrier with a “A: VIII” or better rating in accordance with the current Best Key Rating Guide.
2. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed per Project.
3. Coverage shall be at least as broad as ISO form CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability MSC 90 Pollution Coverage.

**d. Endorsements**

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

**e. Workers Compensation Insurance**

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a worker’s compensation insurance policy: either directly through their employer’s policy (the Contractor’s or subcontractor’s policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor

does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

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

**Definitions:**

- A. Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- B. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- C. Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing,

hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

- of its employees providing services on the project, for the duration of the project;
- B. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - C. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - D. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - i. A certificate of coverage, prior to the other person beginning work on the project; and
    - ii. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - E. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - F. Notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - G. Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
12. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
13. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

**f. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:**

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

**ARTICLE XVII  
ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by Contractor without the specific prior written approval of the City Council. The Contractor may request assignment of the Contractor's rights or obligations under this Agreement upon written request to the City. City shall take the requested assignment before the City Council within thirty (30) days of receipt of request from Contractor, and will be recommended for approval by staff unless deemed unreasonable.

**ARTICLE XVIII  
SAFETY AND LIABILITY FOR INJURIES TO CITY OR ABUTTING PROPERTY**

1. Contractor shall perform the collection in accordance with the applicable laws, codes, ordinances and regulations of the United States, State of Texas, Brazos County, and City of College Station and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which Contractor is solely responsible. In the carrying on of the services herein provided for, Contractor shall use all proper skill and care, and Contractor shall exercise all due and proper precautions to prevent injury to any property, or person(s).

2. Contractor shall pay for all damages to City property resulting from the operation of its service and shall pay to every owner of property abutting the residential property on which the container is located that is injured by the operation of the franchise all physical damage caused by any act or omission of Contractor or of any of its subcontractors or employees in the operation of the Contractor service.

**ARTICLE XIX  
AD VALOREM TAXES**

Contractor agrees to render all personal property utilized in its solid waste operation services provided to Brazos County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of City.

**ARTICLE XX  
NOTICES AND PAYMENTS**

1. All notices and payments required under the terms of this Contract to be given by either party to the other party shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

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

Charles Mancuso  
President, CCAA, LLC, d/b/a  
Brazos Valley Recycling & Big Dumpster  
P. O. Box 5449  
Bryan, Texas 77805

2. All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**ARTICLE XXI  
PENALTY**

Any person, firm or corporation violating any provision of this ordinance shall be fined not exceeding \$2,000.00 for each offense and each and every day said violation continues constitutes a separate offense.

**ARTICLE XXII  
AMENDMENTS**

It is hereby understood and agreed by the parties to this franchise that no amendment to the terms of this franchise shall be made unless made in writing, approved by both parties, and attached to this Franchise Agreement to become a part hereof.

**ARTICLE XXIII  
SEVERABILITY**

If any section, sentence, clause, or paragraph of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) of this Agreement with valid legal terms and conditions approximating the original intent of the parties.

**ARTICLE XXIV  
AUTHORIZATION TO EXECUTE**

The parties signing this Franchise Agreement shall provide adequate proof of their authority to execute this Franchise Agreement. This Franchise Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**ARTICLE XXV  
TERM AND TERMINATION OF FRANCHISE**

1. The term of this Franchise Agreement shall be for a period of five (5) years beginning on the date of acceptance.
  
2. In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by Contractor shall include, but not be limited to, the following:
  - a. Failure to pay the fees prescribed by Article V.
  - b. Failure to materially provide the services provided for in this Franchise.
  - c. Material misrepresentation of fact in the application for or negotiation of this Franchise.
  - d. Conviction of any director, officer, employee, or agent of Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise.
  - e. Material misrepresentations of fact knowingly made to City with respect to or regarding Contractor's operations, management, revenues, services or reports required pursuant to this Franchise.
  - f. Revocation or denial of registration or renewal of registration by TCEQ.
  - h. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure.

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

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

**ARTICLE XXVI  
ACCEPTANCE OF FRANCHISE**

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

Attn: Public Works Director

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**ARTICLE XXVII  
PUBLIC MEETING**

It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Texas Government Code § 551, as amended, and that advance public notice of time, place, and purpose of said meetings was given.

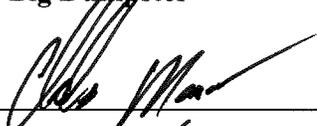
**First Consideration & Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2012

**Second Consideration & Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2012

**Third Consideration & Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2012

CCAA, LLC  
d/b/a Brazos Valley Recycling &  
d/b/a Big Dumpster

**CITY OF COLLEGE STATION**

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

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

Printed Name: Charles Marcuso

Mayor

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

Title: Owner

Date: 9/28/12

**ATTEST:**

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

**APPROVED:**

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

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

\_\_\_\_\_  
Executive Dir. Business Services  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCHEDULE OF RATES**

**14 Yard Roll-Off**

Rental Fee -	\$2.75 / day
Delivery Fee -	\$35.00
Dump Fee -	\$80.00
Fuel Surcharge -	\$16.00

**20 Yard Roll-Off**

Rental Fee -	\$3.00 / day
Delivery Fee -	\$35.00
Dump Fee -	\$140.00
Fuel Surcharge -	\$28.00

**30 Yard Roll-Off**

Rental Fee -	\$3.00 / day
Delivery Fee -	\$35.00
Dump Fee -	\$140.00
Fuel Surcharge -	\$28.00

Tipping Fee: \$27.00 per ton





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Higginbotham & Associates Inc.		NAMED INSURED BCS Stop & Go Potty, LLC; Brazos Valley Recycling/The Big Dumpster P.O. Box 5449 Bryan TX 77801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability and Auto Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status

Umbrella is follow form.

**October 25, 2012**  
**Consent Agenda Item No. 2m**  
**Water/Wastewater Legal Expenditures**

**To:** David Neeley, City Manager

**From:** David Coleman, Director of Water Services Dept.

**Agenda Caption:** Presentation, possible action, and discussion to authorize additional funds for professional legal services for Lloyd Gosselink in the amount of \$20,000 for various water and wastewater issues.

**Recommendation:** Staff recommends approval of the additional expenses.

**Summary:** The City has retained the law firm Lloyd-Gosselink for various water and wastewater issues, including:

- Groundwater Conservation District: Issues such as well permit renewals and management plan revisions.
- TPDES (Texas Pollutant Discharge Elimination System) Permits: Issue is likely new restrictions on nitrogen and phosphorus discharge in our treatment plant effluent.
- Surface water: Issue is potential sale of treatment plant effluent under the City's Bed & Banks Permit

The City Manager is authorized to encumber \$50,000 or less. Pending invoices and anticipated invoices for FY-12 will require approximately \$20,000 more in additional funds for a total anticipated expenditure to Lloyd Gosselink of \$70,000 for the various water and wastewater issues. These expenditures are exempt from competitive bidding in accordance with LGC 252.022 (a)(4) - procurement for personal, professional, or planning services.

Staff recommends approval of the additional funding, for obtaining highly specialized legal assistance on these vitally important issues.

**Budget & Financial Summary:** Funds are available in the Water and Wastewater Funds.

**Attachments:**

None

**October 25, 2012**  
**Consent Agenda Item No. 2n**  
**Jones-Butler Roadway Extension (ST0905)**  
**Maintenance & Participation Agreement with Texas A&M University**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of an Interlocal agreement with Texas A&M University (TAMU) regarding maintenance and cost sharing for the Jones Butler Road Extension project.

**Relationship to Strategic Goals:** Core Services and Infrastructure – Plan for and invest in infrastructure, facilities, services, personnel, and equipment necessary to meet projected needs and opportunities.

**Recommendation(s):** Staff recommends approval of the Maintenance and Participation Agreement with TAMU.

**Summary:** The extension of Jones-Butler is one of the transportation projects included in the 2008 Bond Authorization. The scope of the project is for design and construction of a Major Collector from the intersection of Luther Street & Jones-Butler to the intersection of George Bush & Penberthy Road within an 80' easement across TAMU property. Additional improvements have been requested by TAMU, including widening a portion of Penberthy north of George Bush Drive, a livestock crossing under Jones Butler, access improvements at Pearce Pavilion, and associated infrastructure. The Participation and Interlocal Maintenance agreement will govern cost participation between the City and TAMU and maintenance responsibilities for the roadway and associated infrastructure.

The City will be responsible for construction costs associated with Jones Butler Road including the livestock crossing, and improvements to the George Bush Drive intersection, including the traffic signal. TAMU will participate in the cost of improvements to Penberthy Drive north of George Bush.

The City will be responsible for the operation and maintenance of Jones Butler from Luther Street to George Bush Drive, including sidewalks, striping and signage, all storm drainage infrastructure, Whites Creek Tributary drainage structures, and any landscaping/green space within the 80-foot easement.

TAMU will be responsible for the operation and maintenance of the livestock crossing under Jones Butler including the lighting. TAMU is also responsible for the fencing and gates along Jones Butler Road ROW and the new driveway into Pierce Pavilion including a cattle guard and mechanized rolling gate, and all improvements to Penberthy Drive north of George Bush.

The Texas Department of Transportation (TxDOT) is planning a grade separation at the intersection of George Bush & Wellborn Road to help facilitate automobile and pedestrian

traffic through that intersection and the railroad crossing. Once the grade separation is constructed, Marion Pugh Road will be right-in and right-out only, with no left-turn onto George Bush. This will limit access for residents to the West Campus of Texas A&M University and for commuters that utilize Holleman and Jones Butler, causing additional traffic congestion on Wellborn Road and/or Harvey Mitchell Parkway. Therefore, this roadway extension is an important component to our transportation network to help improve mobility.

**Budget & Financial Summary:** The current budget for this project is \$3,283,500. Funds in the amount of \$366,321 have been expended or committed to date, leaving a balance of \$2,917,179 for construction. TAMUs participation in the project is approximately \$202,374.54. The final cost will be actual construction costs at the project close out.

**Attachments:**

1. Project Location Map
2. Interlocal Agreement



**JONES-BUTLER MAINTENANCE & PARTICIPATION INTERLOCAL  
AGREEMENT BETWEEN THE TEXAS A&M UNIVERSITY SYSTEM AND  
THE CITY OF COLLEGE STATION**

This Interlocal Agreement is by and between the **City of College Station**, a Texas home-rule municipal corporation (hereinafter "CITY"), and the **Texas A&M University System**, an agency of the State of Texas (hereinafter "TAMUS").

**WHEREAS**, CITY is developing Construction Plans and Specifications for the construction of a roadway extension within the City of College Station, referred to as the Jones-Butler Roadway Extension, located within an existing eighty foot (80') easement extending from Luther Street north to George Bush Drive, more particularly described hereinafter as the "Property" as shown in **Exhibit A** attached hereto and incorporated herein and made a part hereof; and

**WHEREAS**, CITY is willing and desirous to construct certain infrastructure upon TAMUS' property at the time CITY constructs the Jones-Butler Roadway Extension; and

**WHEREAS**, the Jones-Butler Roadway Extension and improvements to be constructed on TAMUS' property are collectively referred hereinafter as the "Project"; and

**WHEREAS**, CITY desires to construct certain public infrastructure, such as roadways, sidewalks, drainage facilities, driveways, livestock crossing, livestock fencing, median improvements and traffic signals, related to the Project, as further described in the Project Description, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes; and

**WHEREAS**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the CITY and the TAMUS to enter into this Interlocal Agreement; and

**WHEREAS**, CITY and TAMUS represent that each is independently authorized to perform the functions and obligations contemplated in this Agreement; and

**WHEREAS**, because of all of the above and in order to comply with CITY's overall development requirements in an efficient and cooperative manner, both TAMUS and CITY agree that it is in the best interests of the public for CITY to construct and maintain certain identified public infrastructure and to have the TAMUS maintain certain identified infrastructure and to participate in said improvements monetarily in a manner as set forth herein; and

**WHEREAS**, the CITY has reviewed project scope details, and determined that such public improvements qualify for joint CITY-TAMUS participation and maintenance; now, therefore; and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

## I. DEFINITIONS

**1.1 Approved Plans** means the plans and specifications that meet the requirements of this Agreement, the City of College Station Ordinances and any other applicable laws and that have been submitted to, reviewed, and approved by the City of College Station relating to the Project.

**1.2 CITY or College Station** means the City of College Station, a Texas home rule municipal corporation whose principal office is located at 1101 Texas Avenue, College Station, Texas 77840.

**1.3 TAMUS** means **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas whose principal office is located at Office of the General Counsel, 301 Tarrow 6<sup>th</sup> FL, College Station, Texas 77840.

**1.4 Effective Date.** The date on which this Agreement is executed by the last party shall be the date this Agreement goes into effect.

**1.5 Final Completion.** The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved as required, all Letters of Completion and other CITY documentation have been issued for the Project, and all reports have been submitted and reporting requirements have been met.

**1.6 Property.** Certain tract of land located along the Jones-Butler Roadway Corridor located within an existing 80' Easement from the intersection of Luther Street north to George Bush Drive and as further described in **Exhibit A**.

**1.7 Project.** The construction of the Jones-Butler Roadway Extension from Luther Street north to George Bush Drive including a livestock crossing, Pierce Pavilion access improvements, associated infrastructure, George Bush Drive intersection and median improvements, and Penberthy improvements north of George Bush Drive detailed in **Exhibit B**.

## II. TAMUS COST PARTICIPATION

**2.1 Agree to Participate.** TAMUS agrees to participate financially in the Project for improvements to Penberthy Drive in the approximate amount of **TWO HUNDRED AND TWO THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS AND FIFTY-FOUR CENTS (\$202,374.54)** as set forth herein. The final costs will be the actual construction costs for the Project as well as final close out quantities for the section of Penberthy Drive.

**2.2 Public Bidding.** The Project must be competitively bid pursuant to Chapter 252 Texas Local Government Code, as amended and other applicable law.

**2.3 Cost of Penberthy Improvements.** CITY'S engineer's cost estimate of this section is attached hereto and incorporated herein as **Exhibit C**.

**2.4 Application for Payment.** Application for payment by the CITY to TAMUS for payment to the CITY shall be made at the following Project milestone: Once Final Completion of the Project occurs the CITY will request payment from TAMUS for its share of the total cost of the Project.

**2.5 Time of Payment.** Upon completion of the milestone recited above, CITY shall send a written invoice to TAMUS. TAMUS agrees that it will pay same within 30 days of receipt.

### **III. MAINTENANCE**

**3.1 City Maintenance and Responsibility.** CITY shall operate and maintain certain features of the Project. These include concrete curb and roadway surface area of Jones-Butler from its existing terminus at Luther Street to the new connection at George Bush Drive, sidewalks, traffic signal at the intersection with George Bush Drive, roadway striping and signs, all storm drainage facilities, excluding livestock crossing drainage system, Whites Creek Tributary drainage structure crossing, and any landscaping/green space within the 80' easement.

**3.2 TAMUS Maintenance and Responsibility.** TAMUS shall operate and maintain certain features of the Project. These include the livestock crossing underneath Jones-Butler including the livestock crossing pavement surface, livestock crossing drainage system including the 24" RCP storm sewer pipe between the crossing structure and junction box, livestock crossing lighting system including payment of livestock crossing lighting system electric usage, any gates needed for the livestock crossing, all permanent fencing and gates along Jones-Butler road right-of-way, new driveway into the Pierce Pavilion including cattle guard and mechanized rolling security gate and electricity, street lighting system and related conduit including payment of the lighting system electric usage, all improvements to Penberthy Drive, and proposed all-weather parking area adjacent to the Pierce Pavilion. An all weather crushed gravel or similar parking area is proposed to be a contractor staging area adjacent to the Pierce Pavilion during construction and will be converted to this all-weather parking area during the Project.

### **IV. GOVERNMENTAL IMMUNITY AND RELEASE**

**4.1 TAMUS is an agency of the State of Texas and CITY is a political subdivision of the State of Texas and both enjoy governmental immunity. By entering into this Interlocal Agreement, neither TAMUS nor CITY consent to suit, waive the respective governmental immunity or the waiver of limitation as to damages under the Texas Tort Claims Act.**

**4.2** The CITY and TAMUS to the extent permitted by the Constitution and the laws of the State of Texas each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement.

## V. PROJECT AND CONSTRUCTION

**5.1 Right to Inspect the Work.** TAMUS may inspect construction of the Project for compliance with the Approved Plans during construction. CITY will assign a construction inspector to the Project who will be responsible for ensuring the work and materials furnished are in compliance with the Approved Plans.

**5.2 Requirements of Applicable Rules Remain.** This Agreement does not alter, amend modify or replace any other requirements contained in the College Station Code of Ordinances, or other applicable law.

**5.3 Right to Enter.** TAMUS grants unto CITY and CITY's contractors, agents and employees, the right-of-entry, and the rights of ingress and egress over, upon, under and across TAMUS property as further described in a form, attached in **Exhibit D** as draft, to be agreed upon by CITY and TAMUS to complete the improvements contemplated by this Agreement, including land surveying, engineering, environmental functions, and construction. This right-of-entry will expire upon the completion of said improvements.

## VI. GUARANTEE OF PERFORMANCE AND PAYMENT

**Bonding Requirements of City.** CITY shall ensure that the prime contractor of the Project executes to the CITY a performance bond and a payment bond as required pursuant to chapter 2253 Texas Government Code.

## VII. GENERAL PROVISIONS

**7.1 Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

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

**7.3 Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter

into this Agreement. The person executing this Agreement on behalf of TAMUS represents that he or she is authorized to sign on behalf of TAMUS and agrees to provide proof of such authorization to the CITY upon request.

**7.4 Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

**7.5 Notice.** Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

**TAMUS:**

Texas A&M University  
Facility Services  
1371 TAMU  
College Station, TX 77843  
979-458-0417  
molsen@tamu.edu

**CITY:**

City of College Station  
Dir of Public Work Email  
P. O. Box 9960  
College Station, TX 77842  
cgilman@cstx.gov

**With copies to:**

TAMUS, Office of General Counsel  
301 Tarrow 6<sup>th</sup> FL  
College Station, TX 77840  
979-458-6120  
tcoffey@tamus.edu

City Manager  
PO Box 9960  
College Station, TX 77842

**7.6** Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the party.

**List of Exhibits:**

- A. Jones-Butler Description
- B. A description of the Project
- C. Engineer's estimate of Penberthy Drive costs
- D. Right to Enter Description

**TAMUS**

By: \_\_\_\_\_  
B.J. Crain VP for Finance and CFO  
Date: \_\_\_\_\_

**CITY:**

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

**ATTEST:**

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

**APPROVED:**

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

*Adam C. Field*  
\_\_\_\_\_  
City Attorney  
Date: 10-18-12

\_\_\_\_\_  
Executive Dir. Business Services  
Date: \_\_\_\_\_

"EXHIBIT A"

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 693-2777

Proposed Temporary Easements – Parts 1 and 2  
Jones-Butler Road / Penberthy Boulevard  
Texas A&M University Property  
Joseph E. Scott League A-50  
College Station, Texas  
2 February 2012

All of those certain two tracts or parcels of land lying and being situated in the J.E. Scott League, Abstract no. 50, in College Station, Brazos County, Texas, being parts of that 104.8 acres (net) conveyed to the Board of Directors of the Agricultural and Mechanical College of Texas, by deed recorded in Volume 49, Page 340 of the Deed Records of Brazos County, Texas, being strips of land, mostly 140 feet in width, extending from George Bush Drive to Luther Street West, lying adjacent to the north and south side of that 80 foot-wide conditional road right-of-way easement granted to the City of College Station and recorded in Volume 9437, Page 51 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

**Part 1 – Northeast Side of Existing Easement**

Commencing at a 5/8" iron rod found 70 feet right (southeast) of TXDOT centerline station 55+00 of George Bush Drive (F.M. 2347), as described in the road easement granted to the State of Texas and recorded in Volume 2411, Page 276 of the Official Public Records of Brazos County, Texas, from where the USC&GS monument "Texas A&M 1935" bears N 6° 27' 32" W – 4484.1 feet, and the City of College Station GPS control monument no. 165 bears S 80 54' 33" W – 8112.5 feet.

Thence N 42° 19' 33" E – 99.00 feet, along the southeast right-of-way line of George Bush Drive, to the Point of Beginning of this easement tract, at the most northerly corner of the said existing 80 foot-wide road easement;

Thence through the said Texas A&M 104.8 acres, along the northeast lines of the said existing 80 foot-wide road easement as follows:

S 2° 40' 27" E – 70.71 feet to an angle point on the slope of a creek channel;

S 47° 40' 27" E – 484.17 feet to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the right (R= 1540.00');

Along the arc of said curve through a central angle of 15° 00' 00" to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;

S 32° 40' 27" E – 306.92 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the left (R= 1460.00');

Along the arc of said curve through a central angle of 12° 47' 33" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;

S 45° 28' 00" E – 395.95 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at an angle point;

N 88° 00' 53" E – 68.81 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 in the northwest line of Luther Street West at the most easterly corner of the said existing 80 foot-wide road easement.

Thence N 41° 29' 46" E – 90.20 feet, along the northwest line of Luther Street West, to the most easterly corner of this easement tract;

Thence through the said Texas A&M 104.8 acres as follows:

N 45° 28' 00" W – 438.53 feet, along a line parallel and 140.00 feet northeast of a northeast line of the said existing 80 foot-wide road easement, to the beginning of a tangent curve to the right (R= 1320.00');

Along the arc of said curve through a central angle of 1° 53' 41" to a point for corner of this easement tract;

N 42° 20' 25" E – 137.19 feet to a point for corner of this easement tract;

N 47° 39' 35" W – 300.00 feet to a point for corner of this easement tract;

S 42° 20' 25" W – 81.53 feet to a point for corner of this easement tract, lying 140.00 feet northeast of the northeast lines of said existing 80 foot-wide road easement;

N 32° 40' 27" W – 252.29 feet, along said 140 foot offset line, to the beginning of a tangent curve to the left (R= 1680.00');

Along the arc of said curve through a central angle of 15° 00' 00" to a point of tangency;

N 47° 40' 27" W – 547.52 feet, continuing along said 140 foot offset line, to a point in the southeast right-of-way line of George Bush Drive;

Thence S 33° 47' 42" W – 90.00 feet, along said line of George Bush Drive, to an angle point located 70 feet right (southeast) of TXDOT centerline station 56+00, from where a 5/8" iron rod found bears N 47° E – 0.29 feet;

Thence S 42° 19' 33" W – 1.00 feet to the Point of Beginning of this easement tract and containing 7.224 acres of land more or less.

#### **Part 2 – Southwest Side of Existing Easement**

Commencing at a 5/8" iron rod found 70 feet right (southeast) of TXDOT centerline station 55+00 of George Bush Drive (F.M. 2347), as described in the road easement granted to the State of Texas and recorded in Volume 2411, Page 276 of the Official Public Records of Brazos County, Texas, from where the USC&GS monument "Texas A&M 1935" bears N 6° 27' 32" W – 4484.1 feet, and the City of College Station GPS control monument no. 165 bears S 80 54' 33" W – 8112.5 feet.

Thence S 48° 02' 11" W – 81.15 feet, along the southeast right-of-way line of George Bush Drive, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009, at the Point of Beginning of this easement tract, at the most westerly corner of the said existing 80 foot-wide road easement;

Thence S 48° 02' 11" W – 19.34 feet, continuing along the southeast right-of-way line of George Bush Drive, to an angle point located 60 feet right (southeast) of TXDOT centerline station 54+00;

Thence S 42° 05' 31" W – 94.48 feet, continuing along the southeast right-of-way line of George Bush Drive, to a point for the most westerly corner of this easement tract;

Thence through the said Texas A&M 104.8 acres as follows:

S 47° 40' 27" E – 543.88 feet, along a line parallel and 140.00 feet southwest of a southwest line of the said existing 80 foot-wide road easement, to the beginning of a tangent curve to the right (R= 1320.00');

Along the arc of said curve through a central angle of 15° 00' 00" to a point of tangency;

S 32° 40' 27" E – 306.92 feet, along said 140 foot offset line, to the beginning of a tangent curve to the left (R= 1680.00');

Along the arc of said curve through a central angle of 1° 25' 07" to a point for corner of this easement tract;

S 42° 20' 25" W – 127.41 feet to a point for corner of this easement tract;

S 47° 39' 35" E – 300.00 feet to a point for corner of this easement tract;

N 42° 20' 25" E – 83.17 feet to a point for corner of this easement tract, lying 140.00 feet southwest of the southwest lines of said existing 80 foot-wide road easement;

Continuing along the arc of the previous curve to the left (R= 1680.00') through a central angle of 1° 01' 04", the chord of which bears S 44° 57' 28" E – 29.84 feet, to a point of tangency;

S 45° 28' 00" E – 457.63 feet, continuing along said 140 foot offset line, to the most southerly corner of this easement tract in the northwest line of Luther Street West;

Thence N 41° 29' 46" E – 90.20 feet, along the northwest line of Luther Street West, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the most southerly corner of the said existing 80 foot-wide road easement tract;

Thence through the said Texas A&M 104.8 acres, along the southwest lines of the said existing 80 foot-wide road easement as follows:

N 1° 59' 07" W – 72.56 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at an angle point;

N 45° 28' 00" W – 400.20 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the right (R= 1540.00');

Along the arc of said curve through a central angle of 12° 47' 33" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;

N 32° 40' 27" W – 306.92 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the left (R= 1460.00');

Along the arc of said curve through a central angle of 15° 00' 00" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;

N 47° 40' 27" W – 487.27 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at an angle point;

N 89° 49' 08" W – 74.15 feet to the Point of Beginning of this easement tract and containing 7.150 acres of land more or less.

Bearings are Texas State Plane, NAD83 (1986) datum, based on City of College Station 1994 GPS monument no. 165 and USC&GS monument "Texas A&M 1935" (N 52° 36' 27" E).

See survey plat dated 2 February 2012.



**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 693-2777

Proposed Temporary Easement – Part 3  
Penberthy Boulevard  
Texas A&M University Property  
Joseph E. Scott League A-50  
College Station, Texas  
Revised: 7 August 2012

All of that certain tract or parcel of land lying and being situated in the J.E. Scott League, Abstract no. 50, in College Station, Brazos County, Texas, being part of that 1226 acres conveyed to the Agricultural and Mechanical College of Texas, by deed recorded in Volume M, Page 142 of the Deed Records of Brazos County, Texas, being a tract of land along Penberthy Boulevard, extending approximately 840 feet northwest from the northwest right-of-way line of George Bush Drive, and being more particularly described as follows:

Commencing at a 5/8" iron rod found 70 feet right (southeast) of TXDOT centerline station 55+00 of George Bush Drive (F.M. 2347), as described in the road easement granted to the State of Texas and recorded in Volume 2411, Page 276 of the Official Public Records of Brazos County, Texas, from where the USC&GS monument "Texas A&M 1935" bears N 6° 27' 32" W – 4484.1 feet, and the City of College Station GPS control monument no. 165 bears S 80 54' 33" W – 8112.5 feet.

Thence N 34° 50' 24" W – 136.49 feet, across George Bush Drive, to the Point of Beginning of this easement tract at the intersection of the centerline of the existing Penberthy Boulevard concrete pavement (28 feet wide) with the northwest right-of-way line of George Bush Drive as described in the road easement granted to the State of Texas and recorded in Volume 270, Page 488 of the Deed Records of Brazos County, Texas;

Thence S 42° 21' 16" W – 102.00 feet, along said northwest right-of-way line of George Bush Drive, to a point for the most southerly corner of this easement tract;

Thence through the said Texas A&M 1226 acres, generally along an existing chain-link fenceline, along the arc of a curve to the right (R= 1100.00') through a central angle of 41° 20' 42", the chord of which bears N 28° 10' 43" W – 776.65 feet, to a point of tangency with a curve to the left (R= 231.67');

Thence along the arc of said curve through a central angle of 32° 16' 18" to a point for the most westerly corner of this easement tract;

Thence N 50° 13' 20" E – 130.00 feet, crossing Penberthy Boulevard, to a point for the most northerly corner of this easement tract, in an existing chain-link fenceline;

Thence S 39° 46' 40" E – 265.00 feet, along said chain-link fence line, to an angle point;

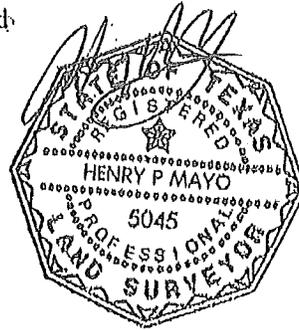
Thence S 4° 32' 31" W – 202.46 feet, to an angle point;

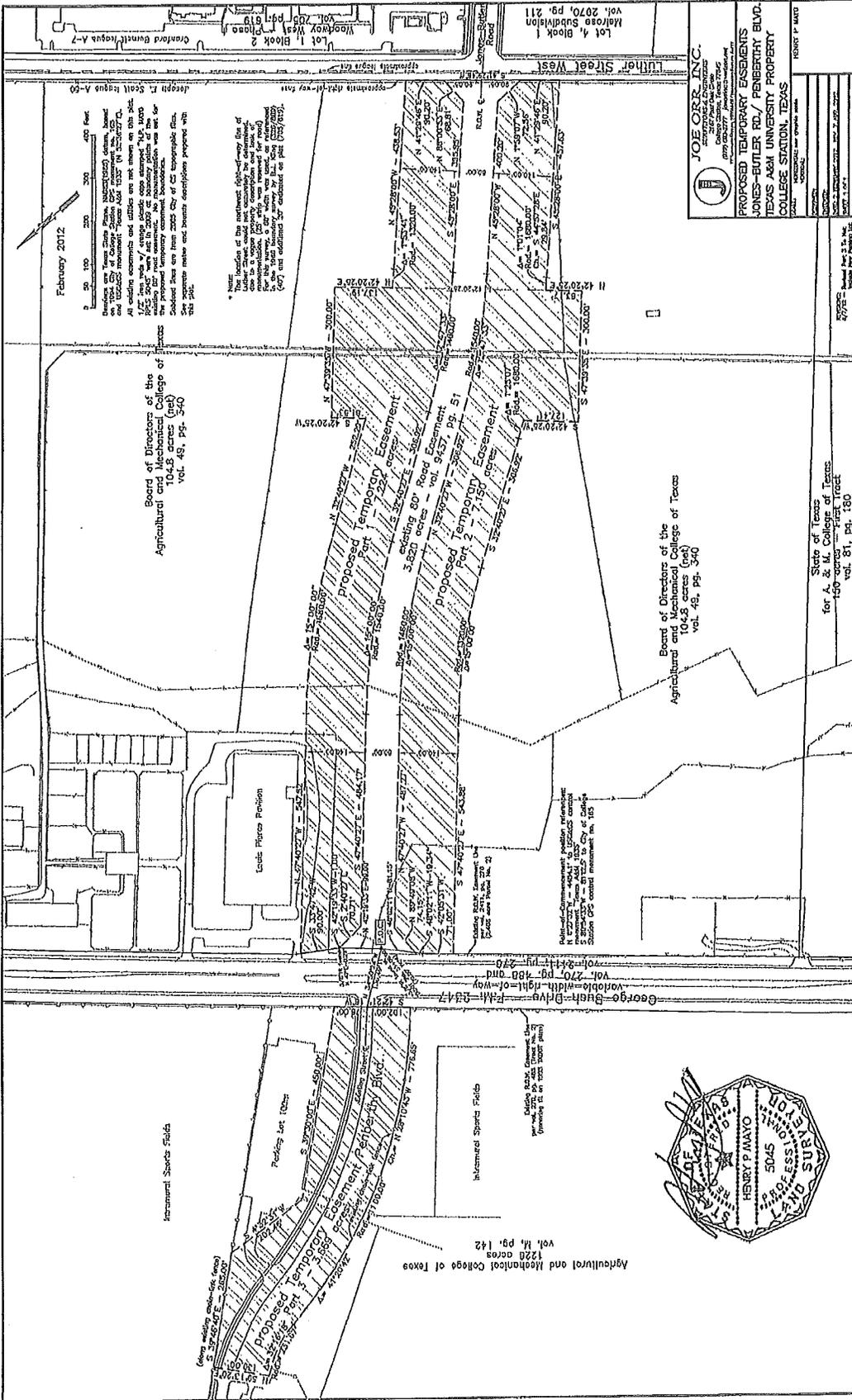
Thence S 39° 30' 00" E – 450.00 feet, adjunct to the southwest line of an existing parking lot, to a point in the said northwest right-of-way line of George Bush Drive;

Thence S 42° 21' 19" W – 78.00 feet, along said right-of-way line, to the Point of Beginning of this easement tract and containing 3.669 acres of land more or less.

Bearings are Texas State Plane, NAD83 (1986) datum, based on City of College Station 1994 GPS monument no. 165 and USC&GS monument "Texas A&M 1935" (N 52° 36' 27" E).

See survey plat dated 2 February 2012, revised 7 August 2012.





February 2012

0 100 200 300 400 Feet

Lot 4, Block 2  
Wesley Wood  
Vol. 1, Page 519  
Conford Burnley/Kegua A-7

Lot 4, Block 2  
Wesley Wood  
Vol. 1, Page 519  
Conford Burnley/Kegua A-7

Lot 4, Block 2  
Wesley Wood  
Vol. 1, Page 519  
Conford Burnley/Kegua A-7

\* Note:  
The location of the easement right-of-way line of the proposed easement is shown by a dashed line. The location of the easement right-of-way line of the proposed easement is shown by a dashed line. The location of the easement right-of-way line of the proposed easement is shown by a dashed line.

Board of Directors of the  
Agricultural and Mechanical College of  
Texas  
104.8 acres (net)  
Vol. 45, pg. 390

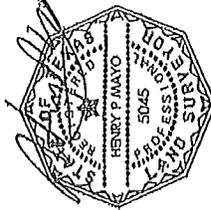
Board of Directors of the  
Agricultural and Mechanical College of Texas  
104.8 acres (net)  
Vol. 45, pg. 390

State of Texas  
for A. C. Campbell et al.  
150 acres (net)  
Vol. 81, pg. 180

**JOE ORR INC.**  
2877 Park Blvd.  
Houston, Texas 77057  
713-261-1177

PROPOSED TEMPORARY EASEMENTS  
JONES-BUTLER RD./ PEMBERLY BLVD.  
TEXAS A&M UNIVERSITY PROPERTY  
COLLEGE STATION, TEXAS

JOHN P. MAZUR  
REGISTERED PROFESSIONAL SURVEYOR  
No. 10000  
Exp. 12/31/12  
257505 - Surveyed from Plat No. 10000  
257505 - Surveyed from Plat No. 10000  
257505 - Surveyed from Plat No. 10000



Agricultural and Mechanical College of Texas  
1220 acres  
Vol. 14, pg. 142

## Exhibit B

### Project Description

Project entails the design and construction of Jones-Butler Roadway Extension from Luther Street to George Bush Drive including a livestock crossing underneath Jones-Butler, Pierce Pavilion Access Improvements, George Bush Drive Intersection and median improvements including traffic signalization, and improvements to Penberthy Drive north of George Bush Drive. Jones-Butler is proposed to be a multilane lane roadway (four travel lanes with two in each direction). The roadway is proposed to be concrete with curb and gutter with bike lanes and a sidewalk with designated bikelanes. Penberthy north of George Bush Drive is an existing two lane concrete curb and gutter roadway with one bike lane and sidewalk on one side. It is proposed to be improved to its ultimate cross-section at the George Bush Intersection and transition back to its existing cross-section before the intersection at Tom Chandler Drive on TAMU Campus. It is anticipated that the ultimate cross-section of Penberthy will be two travel lanes in both directions that are concrete curb and gutter.

The Jones-Butler Roadway Extension includes the following:

- New concrete pavement and curb & gutters
- Underground Storm Sewer
- Street Lighting and Electrical Conduit
- Signage & Striping
- Streetscaping
- Sidewalks

The Improvements to Penberthy Drive north of George Bush include the following:

- New concrete pavement, curb & gutter, and sidewalk
- Underground Storm Sewer Modifications
- Signage & Striping

The Improvements to George Bush Drive include the following:

- Intersection improvements at George Bush and Jones-Butler
- Median Improvements & Modifications
- Traffic Signalization of the intersection
- Signage & Striping

Other Miscellaneous Improvements include the following:

- Livestock Crossing including associated lighting system
- Livestock Crossing access gates
- Livestock fencing along the Jones-Butler ROW including vehicular gates
- Driveway to Pierce Pavilion including cattleguard & mechanized rolling gate
- All-weather gravel parking lot adjacent to Pierce Pavilion (To be constructed originally as staging area for contractor)

**EXHIBIT C**  
**PRELIMINARY COST ESTIMATE**  
**FOR CONSTRUCTION OF**  
**PENBERTHY IMPROVEMENTS NORTH OF GEORGE BUSH DRIVE**  
February 21, 2012

Item No.	Description	Unit	Qty.	Unit Price	Total
1.	Mobilization	LS	1	\$8,820.75	\$8,820.75
2.	Roadway Excavation (unfactored)	CY	1,200	\$3.50	\$4,200.00
3.	8" Thick Reinforced Concrete Pavement	SY	2,428	\$35.00	\$84,980.00
4.	6" Thick Lime Stabilized Subgrade	SY	2,589	\$4.00	\$10,356.00
5.	6" Monolithic Concrete Curb	LF	1,181	\$4.00	\$4,724.00
6.	4" Thick Reinforced Concrete Sidewalk	SY	85	\$32.00	\$2,720.00
7.	Sawcut & Remove existing concrete pavement	SY	85	\$11.00	\$935.00
8.	Sawcut & Remove Existing Concrete Pavement	SY	140	\$15.00	\$2,100.00
9.	Sawcut & Remove existing Concrete Curb	LF	800	\$6.00	\$4,800.00
10.	Standard Curb Inlet - 5' Opening with 2-5' Wing Extensions	EA	2	\$4,800.00	\$9,600.00
11.	Diagonal Curb Ramp with Flared Sides	EA	2	\$1,000.00	\$2,000.00
12.	Penberthy Street Lighting (Remove existing lights and foundations; pour new foundations and install street lights)	LS	1	\$50,000.00	\$50,000.00
13.	Striping & Signage (Penberthy Side Only)	LS	1	\$7,500.00	\$7,500.00
<b>SUBTOTAL</b>					<b>\$192,735.75</b>
<b>Contingencies (5%)</b>					<b>\$9,636.79</b>
<b>TOTAL</b>					<b>\$202,372.54</b>

This Document is Released for the Purpose of:  
**General Financial Planning**

It is Preliminary in Nature and not to be Used as a Final Construction Estimate. The actual costs shall be based on final installed quantities using actual bid prices.

EXHIBIT "D"

**TEMPORARY EASEMENT AGREEMENT**  
(Construction and Warranty Period)

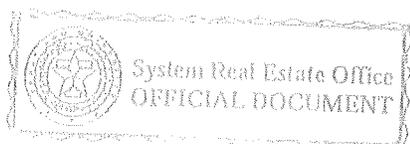
The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor ("**TAMUS**"), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by TEX. EDUC. CODE ANN. §85.26, in consideration of the mutual benefits to be derived by both parties, hereby **GRANTS, BARGAINS, SELLS, and CONVEYS** to the **CITY OF COLLEGE STATION**, a governmental entity, whose address is P.O. Box 9960, College Station, Texas, as grantee ("**CITY**"), its permitted successors and assigns, a temporary, non-exclusive construction easement (the "Easement") of variable width across certain property of **TAMUS** (the "Property"), located in Brazos County, Texas, more particularly described in Exhibit A and depicted in Exhibit B attached hereto and made a part of this Temporary Easement Agreement (this "Agreement").

It is expressly understood and agreed by and between **TAMUS** and **CITY** that this Agreement grants only a temporary construction easement and does not authorize the destruction or removal of any improvements presently existing on the Property, without prior written approval of **TAMUS**. The construction period is estimated to last for twelve (12) months with the subsequent twelve (12) months constituting the warranty period. **CITY** further understands and agrees to return the Property to the same or similar condition as it existed prior to the grant of this Easement. **CITY** expressly agrees to take reasonable steps to protect trees, shrubs, and other improvements on the Property and adjacent property from damage by the equipment of **CITY**. **CITY** agrees to replace or repair trees, vegetation, and structures damaged or destroyed as a result of **CITY**'s activity on and around the Property.

This Agreement will expire on the date of completion of construction and warranty period to the extent that such Easement is no longer necessary. Under no circumstances shall this Agreement be in force or effect beyond December 31, 2015.

**CITY** will not commit or suffer to be committed waste upon the Property; will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition; and will comply with all federal, state, and local laws, rules, and regulations with regard to the use and condition of its improvements and equipment.

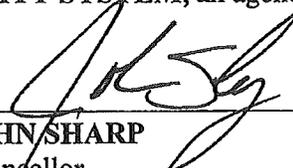
**CITY** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **CITY** is solely responsible for cleanup of any contamination resulting from violation of this provision.



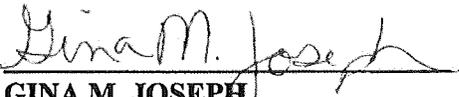
CITY AND TAMUS, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH AGREE TO HOLD THE OTHER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF EACH PARTIES RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement is executed effective the 17<sup>th</sup> day of October, 2012 by TAMUS.

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By:   
JOHN SHARP  
Chancellor  
The Texas A&M University System

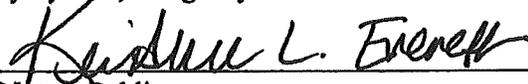
APPROVED AS TO FORM:

  
GINA M. JOSEPH  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF BRAZOS   §

This instrument was acknowledged before me this 17 day of October, 2012 by JOHN SHARP, Chancellor of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.

  
Notary Public



**TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:**

**CITY OF COLLEGE STATION,**  
a governmental entity

By: \_\_\_\_\_  
**DAVID NEELEY**  
City Manager

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by **DAVID NEELEY**, City Manager of the City of College Station a governmental entity, on behalf of said entity.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 693-2777

Proposed Temporary Easements – Parts 1 and 2  
Jones-Butler Road / Penberthy Boulevard  
Texas A&M University Property  
Joseph E. Scott League A-50  
College Station, Texas  
2 February 2012

All of those certain two tracts or parcels of land lying and being situated in the J.E. Scott League, Abstract no. 50, in College Station, Brazos County, Texas, being parts of that 104.8 acres (net) conveyed to the Board of Directors of the Agricultural and Mechanical College of Texas, by deed recorded in Volume 49, Page 340 of the Deed Records of Brazos County, Texas, being strips of land, mostly 140 feet in width, extending from George Bush Drive to Luther Street West, lying adjacent to the north and south side of that 80 foot-wide conditional road right-of-way easement granted to the City of College Station and recorded in Volume 9437, Page 51 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

**Part 1 – Northeast Side of Existing Easement**

Commencing at a 5/8" iron rod found 70 feet right (southeast) of TXDOT centerline station 55+00 of George Bush Drive (F.M. 2347), as described in the road easement granted to the State of Texas and recorded in Volume 2411, Page 276 of the Official Public Records of Brazos County, Texas, from where the USC&GS monument "Texas A&M 1935" bears N 6° 27' 32" W – 4484.1 feet, and the City of College Station GPS control monument no. 165 bears S 80 54' 33" W – 8112.5 feet.

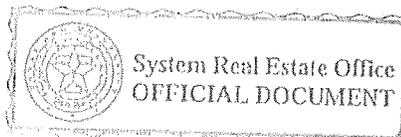
Thence N 42° 19' 33" E – 99.00 feet, along the southeast right-of-way line of George Bush Drive, to the Point of Beginning of this easement tract, at the most northerly corner of the said existing 80 foot-wide road easement;

Thence through the said Texas A&M 104.8 acres, along the northeast lines of the said existing 80 foot-wide road easement as follows:

S 2° 40' 27" E – 70.71 feet to an angle point on the slope of a creek channel;

S 47° 40' 27" E – 484.17 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the right (R= 1540.00');

Along the arc of said curve through a central angle of 15° 00' 00" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;



S 32° 40' 27" E – 306.92 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the left (R= 1460.00');

Along the arc of said curve through a central angle of 12° 47' 33" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;

S 45° 28' 00" E – 395.95 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at an angle point;

N 88° 00' 53" E – 68.81 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 in the northwest line of Luther Street West at the most easterly corner of the said existing 80 foot-wide road easement.

Thence N 41° 29' 46" E – 90.20 feet, along the northwest line of Luther Street West, to the most easterly corner of this easement tract;

Thence through the said Texas A&M 104.8 acres as follows:

N 45° 28' 00" W – 438.53 feet, along a line parallel and 140.00 feet northeast of a northeast line of the said existing 80 foot-wide road easement, to the beginning of a tangent curve to the right (R= 1320.00');

Along the arc of said curve through a central angle of 1° 53' 41" to a point for corner of this easement tract;

N 42° 20' 25" E – 137.19 feet to a point for corner of this easement tract;

N 47° 39' 35" W – 300.00 feet to a point for corner of this easement tract;

S 42° 20' 25" W – 81.53 feet to a point for corner of this easement tract, lying 140.00 feet northeast of the northeast lines of said existing 80 foot-wide road easement;

N 32° 40' 27" W – 252.29 feet, along said 140 foot offset line, to the beginning of a tangent curve to the left (R= 1680.00');

Along the arc of said curve through a central angle of 15° 00' 00" to a point of tangency;

N 47° 40' 27" W – 547.52 feet, continuing along said 140 foot offset line, to a point in the southeast right-of-way line of George Bush Drive;

Thence S 33° 47' 42" W – 90.00 feet, along said line of George Bush Drive, to an angle point located 70 feet right (southeast) of TXDOT centerline station 56+00, from where a 5/8" iron rod found bears N 47° E – 0.29 feet;

Thence S 42° 19' 33" W – 1.00 feet to the Point of Beginning of this easement tract and containing 7.224 acres of land more or less.

## Part 2 – Southwest Side of Existing Easement

Commencing at a 5/8" iron rod found 70 feet right (southeast) of TXDOT centerline station 55+00 of George Bush Drive (F.M. 2347), as described in the road easement granted to the State of Texas and recorded in Volume 2411, Page 276 of the Official Public Records of Brazos County, Texas, from where the USC&GS monument "Texas A&M 1935" bears N 6° 27' 32" W – 4484.1 feet, and the City of College Station GPS control monument no. 165 bears S 80 54' 33" W – 8112.5 feet.



Thence S 48° 02' 11" W – 81.15 feet, along the southeast right-of-way line of George Bush Drive, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009, at the Point of Beginning of this easement tract, at the most westerly corner of the said existing 80 foot-wide road easement;

Thence S 48° 02' 11" W – 19.34 feet, continuing along the southeast right-of-way line of George Bush Drive, to an angle point located 60 feet right (southeast) of TXDOT centerline station 54+00;

Thence S 42° 05' 31" W – 94.48 feet, continuing along the southeast right-of-way line of George Bush Drive, to a point for the most westerly corner of this easement tract;

Thence through the said Texas A&M 104.8 acres as follows:

S 47° 40' 27" E – 543.88 feet, along a line parallel and 140.00 feet southwest of a southwest line of the said existing 80 foot-wide road easement, to the beginning of a tangent curve to the right (R= 1320.00');

Along the arc of said curve through a central angle of 15° 00' 00" to a point of tangency;

S 32° 40' 27" E – 306.92 feet, along said 140 foot offset line, to the beginning of a tangent curve to the left (R= 1680.00');

Along the arc of said curve through a central angle of 1° 25' 07" to a point for corner of this easement tract;

S 42° 20' 25" W – 127.41 feet to a point for corner of this easement tract;

S 47° 39' 35" E – 300.00 feet to a point for corner of this easement tract;

N 42° 20' 25" E – 83.17 feet to a point for corner of this easement tract, lying 140.00 feet southwest of the southwest lines of said existing 80 foot-wide road easement;

Continuing along the arc of the previous curve to the left (R= 1680.00') through a central angle of 1° 01' 04", the chord of which bears S 44° 57' 28" E – 29.84 feet, to a point of tangency;

S 45° 28' 00" E – 457.63 feet, continuing along said 140 foot offset line, to the most southerly corner of this easement tract in the northwest line of Luther Street West;

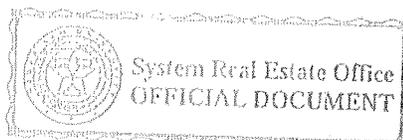
Thence N 41° 29' 46" E – 90.20 feet, along the northwest line of Luther Street West, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the most southerly corner of the said existing 80 foot-wide road easement tract;

Thence through the said Texas A&M 104.8 acres, along the southwest lines of the said existing 80 foot-wide road easement as follows:

N 1° 59' 07" W – 72.56 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at an angle point;

N 45° 28' 00" W – 400.20 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the right (R= 1540.00');

Along the arc of said curve through a central angle of 12° 47' 33" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;



N 32° 40' 27" W – 306.92 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at the beginning of a tangent curve to the left (R= 1460.00');

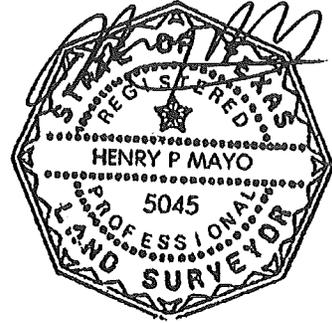
Along the arc of said curve through a central angle of 15° 00' 00" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at a point of tangency;

N 47° 40' 27" W – 487.27 feet to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in 2009 at an angle point;

N 89° 49' 08" W – 74.15 feet to the Point of Beginning of this easement tract and containing 7.150 acres of land more or less.

Bearings are Texas State Plane, NAD83 (1986) datum, based on City of College Station 1994 GPS monument no. 165 and USC&GS monument "Texas A&M 1935" (N 52° 36' 27" E).

See survey plat dated 2 February 2012.



**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 693-2777

Proposed Temporary Easement – Part 3  
Penberthy Boulevard  
Texas A&M University Property  
Joseph E. Scott League A-50  
College Station, Texas  
Revised: 7 August 2012

All of that certain tract or parcel of land lying and being situated in the J.E. Scott League, Abstract no. 50, in College Station, Brazos County, Texas, being part of that 1226 acres conveyed to the Agricultural and Mechanical College of Texas, by deed recorded in Volume M, Page 142 of the Deed Records of Brazos County, Texas, being a tract of land along Penberthy Boulevard, extending approximately 840 feet northwest from the northwest right-of-way line of George Bush Drive, and being more particularly described as follows:

Commencing at a 5/8" iron rod found 70 feet right (southeast) of TXDOT centerline station 55+00 of George Bush Drive (F.M. 2347), as described in the road easement granted to the State of Texas and recorded in Volume 2411, Page 276 of the Official Public Records of Brazos County, Texas, from where the USC&GS monument "Texas A&M 1935" bears N 6° 27' 32" W – 4484.1 feet, and the City of College Station GPS control monument no. 165 bears S 80 54' 33" W – 8112.5 feet.

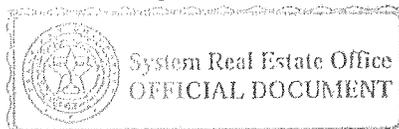
Thence N 34° 50' 24" W – 136.49 feet, across George Bush Drive, to the Point of Beginning of this easement tract at the intersection of the centerline of the existing Penberthy Boulevard concrete pavement (28 feet wide) with the northwest right-of-way line of George Bush Drive as described in the road easement granted to the State of Texas and recorded in Volume 270, Page 488 of the Deed Records of Brazos County, Texas;

Thence S 42° 21' 16" W – 102.00 feet, along said northwest right-of-way line of George Bush Drive, to a point for the most southerly corner of this easement tract;

Thence through the said Texas A&M 1226 acres, generally along an existing chain-link fenceline, along the arc of a curve to the right (R= 1100.00') through a central angle of 41° 20' 42", the chord of which bears N 28° 10' 43" W – 776.65 feet, to a point of tangency with a curve to the left (R= 231.67');

Thence along the arc of said curve through a central angle of 32° 16' 18" to a point for the most westerly corner of this easement tract;

Thence N 50° 13' 20" E – 130.00 feet, crossing Penberthy Boulevard, to a point for the most northerly corner of this easement tract, in an existing chain-link fenceline;



Thence S 39° 46' 40" E – 265.00 feet, along said chain-link fenceline, to an angle point;

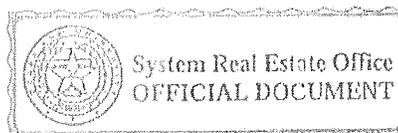
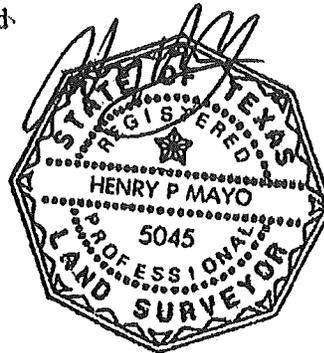
Thence S 4° 32' 31" W – 202.46 feet, to an angle point;

Thence S 39° 30' 00" E – 450.00 feet, adjunct to the southwest line of an existing parking lot, to a point in the said northwest right-of-way line of George Bush Drive;

Thence S 42° 21' 19" W – 78.00 feet, along said right-of-way line, to the Point of Beginning of this easement tract and containing 3.669 acres of land more or less.

Bearings are Texas State Plane, NAD83 (1986) datum, based on City of College Station 1994 GPS monument no. 165 and USC&GS monument "Texas A&M 1935" (N 52° 36' 27" E).

See survey plat dated 2 February 2012, revised 7 August 2012.





**October 25, 2012**  
**Consent Agenda Item No. 2o**  
**Annual Curb, Gutter & Flatwork Price Renewal Agreement**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion on the first renewal of bid #12-009, Contract #12-014 to Brazos Paving Inc. in an amount not to exceed \$544,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.

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

**Recommendation(s):** Staff recommends renewal of the annual blanket order to Brazos Paving Inc. in the amount not to exceed \$544,000.00 annually.

**Summary:** Maintenance of flatwork, curbs and gutters is contracted on an as needed basis, by the Public Works Department and College Station Utilities. This is the first renewal of two optional renewals of the annual blanket order awarded in bid #12-009; Contract #12-014, approved by the City Council on October 27, 2011. The vendor has requested a unit cost increase of 1.796% for this renewal due to material price increases. This is an annual increase of \$9,600.00 and is in compliance with the increase terms in Contract #12-014.

The annual quantities of repairs to concrete infrastructure are as follows:

Remove and Replace Curb and Gutter: 8,000 linear feet

Remove and Replace Concrete Flatwork: 800 cubic yards

**Budget & Financial Summary:** Funding for this service comes from the operating budgets for streets, drainage and utility maintenance.

**Attachments:**

1. Renewal Letter
2. BPI Letter – Bid 12-009 Vendor request Concrete Curb Gutter Flatwork

.....

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew the Annual Price Agreement for Concrete Curb, Gutter & Flatwork as stated in Bid 12-009, Contract 12-014 and in accordance with all terms and conditions previously agreed to and accepted, with an increase of 1.796 %, for an amount not to exceed Five Hundred Forty Four Thousand Dollars and 00/100 (\$544,000.00).

I understand this renewal term will be for the period beginning November 18, 2012 through November 17, 2013. This is the first renewal.

**BRAZOS PAVING, INC**

By:   
Printed Name: Billy Prewitt  
Title: Vice President  
Date: 9/24/12

**CITY OF COLLEGE STATION**

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

APPROVED:

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

\_\_\_\_\_  
Executive Director Business Services  
Date: \_\_\_\_\_



PHONE: 979-822-7605

FAX: 979-823-2659

**MAILING ADDRESS:**

P.O. Box 714  
Bryan, TX 77806

**PHYSICAL ADDRESS:**

7601 Hwy 21 West  
Bryan, TX 77807

9/21/12

Heather Pavelka  
Buyer  
City of College Station  
1101 Texas Avenue  
College Station, TX 77842

RE: Renewal of Annual Price Agreement for Concrete Curb & Gutter and Flatwork.

Mrs. Pavelka,

Due to material price increases out of our control we will need to increase our unit cost as shown below. BPI tried to get the best price possible on materials in order to stay as close to the original contract as possible.

Scope of Work:	Qty	UP	TP
1) Remove & Replace Concrete Curb & Gutter	8,000 LF	\$25.40	\$203,200.00
2) Remove & Replace Concrete Flatwork	800 CY	\$426.00	\$340,800.00
			Contract Total: \$544,000.00

Please let me know if this price is acceptable. If you have any questions please do not hesitate to call.

Sincerely,

Billy Prewitt

BPI

**October 25, 2012**  
**Regular Agenda Item No. 1**  
**Recommendation to Name a Park Facility**

**To:** David Neeley, City Manager

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

**Relationship to Strategic Goal:** Providing Core Services and Infrastructure

**Agenda Caption:** Presentation, possible action, and discussion regarding a recommendation to rename Southwood Athletic Park in College Station to Brian Bachmann Community Park.

**Recommendation:** Staff recommends approval of this request to rename a park facility.

**Summary:** This request is in regards to a petition of Brian Bachmann's co-workers and friends throughout the community to rename College Station Southwood Athletic Park to Brian Bachmann Community Park. The city received 130 letters of support for renaming the park. The Parks and Recreation Advisory Board held a special meeting on Friday, September 21, 2012 to discuss the potential renaming of the park. At the conclusion of that meeting, the Board voted unanimously (7-0) to rename the park to Brian Bachmann Community Park.

The intent of renaming Southwood Athletic Park was for the purpose of appropriately honoring and remembering Brian Bachmann for his service to the community.

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

**Attachments:**

- 1) Resolution
- 2) Parks and Recreation Advisory Board Meeting Minutes
- 3) Naming of City Facilities & Sub-facilities
- 4) Letters of support

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

**A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, APPROVING THE RENAMING OF COLLEGE STATION SOUTHWOOD ATHLETIC PARK TO BRIAN BACHMANN COMMUNITY PARK**

**WHEREAS**, on August 13, 2012, Brazos County Precinct 1 Constable Brian Bachmann was killed tragically in the line of duty in College Station, Texas; and,

**WHEREAS**, Constable Bachmann served his community in many capacities, through his law enforcement career, as well as through his involvement in numerous organizations, to include College Station Little League, as well as other youth sports programs, where he served as a Coach, a Board Member, and Safety Officer; and,

**WHEREAS**, following his death, co-workers and friends throughout the community petitioned the City of College Station to re-name the Southwood Athletic Park on Rock Prairie Road to the "Brian Bachmann Community Park"; and,

**WHEREAS**, the Parks and Recreation Advisory Board held a Special Meeting on Friday, September 21, 2012 to discuss the potential renaming, and at that meeting voted unanimously (7-0) to rename the park to Brian Bachmann Community Park; therefore,

**BE IT RESOLVED** by the City Council of the City of College Station, Texas:

**PART 1:** That the City Council hereby finds that Constable Brian Bachmann should be appropriately remembered and honored.

**PART 2:** That the City Council hereby approves the renaming of the College Station Southwood Athletic Park, to the Brian Bachmann Community Park.

**PART 3:** That the City Council directs city staff to place signage at the Park as follows:

**BRIAN BACHMANN COMMUNITY PARK**

**PART 4:** That a suitable copy of this resolution shall be presented to the Bachmann family.

**PART 5:** That this resolution shall take effect immediately upon passage.

**ADOPTED** this 25<sup>th</sup> day of October 2012.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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



## PARKS AND RECREATION ADVISORY BOARD



### SPECIAL MEETING MINUTES 12:00PM, Friday, September 21, 2012 Stephen C. Beachy Central Park Conference Room 1000 Krenek Tap Rd., College Station, TX 77840

**STAFF PRESENT:** David Schmitz, Director; Amy Atkins, Assistant Director;  
Amanda Putz, Board Secretary

**BOARD PRESENT:** Jon Denton, David Ohendalski, Billy Hart, Fred Medina, Ida Bellows, Debe Shafer, Shawn Reynolds

**VISITORS:** No visitors were present.

1. **Call to order and Roll Call:** The meeting called to order with a quorum present at 12:04p.m.
2. **Possible action concerning requests for absences of members:** Not applicable.
3. **Hear visitors:** Hearing none, this item was closed.
4. **Presentation, possible action, and discussion concerning naming of a public facility:** David Schmitz reported to the Board on the requests that were sent in to the City Manager asking that Southwood Athletic Park be renamed under Brian Bachmann's name. Ida Bellow made a motion to change the name of Southwood Community Park, renaming it as Brian Bachmann Community Park, and Shawn Reynolds seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
5. **Adjourn:** Shawn Reynolds made a motion to adjourn the meeting, and Ida Bellows seconded the motion. The vote was called. All were in favor, and the motion adjourned at 12:13PM.

# CITY OF COLLEGE STATION

## NAMING OF CITY FACILITIES AND SUB-FACILITIES

*Approved May 14, 2012*

### **PURPOSE**

To establish uniform procedures and criteria for the naming of City-owned facilities and sub-facilities located in the City of College Station.

### **DEFINITIONS**

**Facility:** Major City-owned buildings, parks and trails built for permanent use.

**Sub-Facility:** Minor City-owned structures within a Major Facility, including but not limited to: swimming pools, pavilions, tennis courts, large water features, trail sections or meeting rooms.

### **POLICY**

The City Council shall have the authority to name City-owned facilities and sub-facilities according to the procedures and criteria established below.

#### **General Naming Criteria and Guidelines.**

In order to be considered a qualifying name, the proposed name for a facility or sub-facility must satisfy one of the following criteria:

- A. Be descriptive of a geographic location or a significant natural feature in or near the facility, or an adjoining subdivision, street, or school.
- B. Commemorate historical events, groups or individuals that remain of continued importance to the City, region, State, and/or Nation.
- C. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:
  - a. Involvement in a leadership role in civic organizations that are devoted to community improvement;
  - b. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;
  - c. Active promotion of effective programs for youth or senior citizens within the community;
  - d. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;
  - e. Active promotion of and directed efforts to improve the aesthetic appearance and environmental quality of the community; or

- f. Leading efforts to collect, promote and retain the historical heritage of the community.
- D. Commemorate individuals who made significant contributions to the City's acquisition or development of the facility.
- a. If a facility is named to commemorate or honor an individual or group, the relative importance of the facility to be named after the individual or group should match the respective stature, characteristics and contributions. The following circumstances may be considered in naming of a facility after a donor, benefactor or group:
    - i. Land for the majority of the facility was deeded to the City;
    - ii. Contribution of a minimum of 50% of the capital construction costs associated with developing the facility; or
    - iii. Provision of an endowment for at least 50% of a facility's estimated useful life for the continued maintenance and/or programming of the facility.
  - b. The City Council may alter these guidelines if deemed necessary.
  - c. The City reserves the right to utilize criminal background checks as part of the vetting process in order to ascertain an honoree's good character.
- E. Recognize organizations involved in a public-private partnership with the City that have made significant financial or capital contributions to the acquisition or development of the facility. This includes any Naming Rights Agreement approved by City Council.
- F. Have historical, cultural, or social significance for future generations.
- G. Research indicates that the area around the facility, or the facility itself, has been commonly named in an unofficial capacity by residents.

**Restrictions on the Naming of Public Facilities and Sub-Facilities.**

- A. No duplication of other facility's or sub-facility's names To minimize confusion, facilities will not be subdivided beyond the level of sub-facilities for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- B. Facility names that might be considered discriminatory or derogatory will not be considered.
- C. Facility names will not advocate for or promote a current political figure, political affiliation, ideology or religion.

## **PROCEDURE**

### **Guidelines for Naming Process**

#### ***Naming of Major Facilities***

- A. A permanent name for the facility should be finalized no later than the 50% completion mark in the construction or acquisition process.
  - a. Prior to the permanent naming of a facility, the location shall be referred to by its address or location designation until the facility is given an official name.
- B. The City will utilize a Council Facilities Task Force to facilitate the naming of facilities.
- C. The Council Facilities Task Force will proceed with the naming of a facility according to the following:
  - a. The facility naming process is initiated with the approval of the design, construction or acquisition of a facility.
  - b. The City Council may choose from a variety of sources for name recommendations (i.e. Council member, staff or donor recommendations, historical review of the site, recommendations from the Parks and Recreation Advisory Board, recommendations from previous owners, etc.). Names may be suggested by citizens and/or community groups by submission to the Mayor, City Council or City Manager.
  - c. Names may be submitted by the departmental owner of the facility, executive management, the Mayor or members of the City Council.
  - d. All names for City facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.

#### ***Naming of Sub-Facilities***

- A. All requests for the naming or renaming of a sub-facility shall be made in writing to the Director of Parks and Recreation for parks sub-facilities or to the City Manager for all other sub-facilities. Written requests should at a minimum contain the following:
  - a. The proposed name;
  - b. Reasons for the proposed name;
  - c. Written documentation indicating community support for the proposed name (if applicable);
  - d. If proposing to name a facility within a park, include a description/map showing the location of the facility; and
  - e. If proposing to name a facility after an individual, group, donor or benefactor, include documentation of that person or group's significance and good reputation in the City's, State's, or Nation's history. Please refer to the commemorative naming conditions for an individual found in this policy.
- B. Upon receipt, the Director of Parks and Recreation or the City Manager will:

- a. Review the proposed request for its adherence to the policies of the City of College Station and
  - b. Ensure that supporting information has been authenticated, particularly when an individual's name is proposed as the facility's or sub-facility's name.
- C. When deemed appropriate, the City Manager will recommend the Facilities Task Force review sub-facility renaming suggestions.
- D. The Facilities Task Force will review the sub-facility naming request at a Facilities Task Force meeting and make a recommendation to the City Council. In all cases, the City Council will have the final authority in accepting or rejecting the naming proposal by majority.

**Guidelines for Re-Naming Process.**

- A. The renaming of facilities or sub-facilities is discouraged. It is recommended that efforts to change a name be subject to a critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
  - a. Parks or other facilities named by deed restriction shall not be considered for renaming.
  - b. Parks and facilities named after individuals shall not be renamed unless it is determined that the individual's personal character is or was such that the continued use of the name for a facility would not be in the best interest of the City or community. Exceptions may be considered in cases of changes in use of facilities or for facility demolitions.
- B. If it is decided by the City Manager that it is in the best interest of the City to rename a major or sub-facility, it may be renamed in accordance with the criteria and guidelines outlined in the procedures of this policy.

**Plaques, Markers and Memorials.**

- A. Plaques, markers and memorials may be incorporated into a facility or sub-facility during the design phase of the project. Plaques, markers, and memorials that are incorporated into the design of a facility will be subject to the same oversight and controls as applicable to the rest of the project.
- B. Plaques, markers, and memorials added to a facility or sub-facility after its completion and opening will be designed and installed according to the City's Dedication Plaque Policy.

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

September 10, 2012

Dear Mr. Neeley,

On August 13, 2012 Brazos County Precinct 1 Constable Brian Bachmann was killed in the line of duty in College Station. While Brian's death was a great tragedy for his family, friends, and the entire community, his life was a positive influence on the lives of countless people including the youth of the community. Brian exhibited this positive influence through his involvement in College Station Little League and other youth sport activities, his law enforcement career, church involvement, and by mentoring and encouraging youth to become involved in community service.

We would like to honor Brian's life and, in some small way, ensure his memory and influence will continue to impact others, especially the youth of the community. Therefore, we respectfully request the City of College Station to consider naming Southwood Community Park in honor of Brian Bachmann.

We also have the support of individuals and organizations in the community. These include the College Station Little League where Brian served as a Board Member and Safety Officer, and letters from local law enforcement personnel. Also attached are letters of support for this effort from other members of the community.

In discussing this matter, we would like to see the Southwood Community Park named in honor of Brian Bachmann in time for the College Station Little League opening ceremonies in April 2013. We are also willing to raise funds to help pay for the costs of renaming this facility.

After reviewing the City of College Station Naming of City Facilities and Sub-Facilities we believe that this request meets Criteria C of the General Naming Criteria and Guidelines that state:

*C. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:*

- a. Involvement in a leadership role in civic organizations that are devoted to community improvement;*
- b. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;*
- c. Active promotion of effective programs for youth or senior citizens within the community;*

*d. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;*

*e. Active promotion of and directed efforts to improve the aesthetic appearance and environmental quality of the community.*

Brian was a great example of living his life to serve others and we believe his contributions to the community very clearly meet the criteria listed above.

Brian was involved in College Station Little League for many years, as well as other youth sport programs in College Station. He coached both his son Colby's and his daughter Caitlyn's teams for several years as well as coaching many of their games in this park. Brian also coached Caitlyn's soccer team as well. Not only did Brian coach, he also served on the College Station Little League Board for several years. Brian was a positive influence on all of the boys and girls he coached. First and foremost, Brian wanted the kids he was coaching to have fun playing baseball. Brian always kept a positive attitude and wanted the kids to learn something about baseball and a lot more about sportsmanship and character. Brian influenced the kids he coached in ways that will positively impact them for the rest of their lives.

Brian's service to the community was also demonstrated through his professional career as a law enforcement officer. Brian served in the Brazos County Sheriff's Office for 19 years. He received many awards while serving many different capacities as a Deputy in the Sheriff's Office. These include the Enrique Camarena award in 2002 and 2005 for his work in narcotics enforcement. He was also named the Officer of the Year in 2004 for the Brazos County Sheriff's Office. In 2010, Brian ran for and was elected Constable for Brazos County Precinct 1. Brian began his term as Constable in January 2011 and served in that position until the day of his death.

As a law enforcement officer, Brian did not like issuing citations. He felt that there was always a better solution and much of the time tried to help those in trouble with the law. In fact, many of his friends agree that Brian would have tried to find alternative housing for the man he was evicting the day of his death. Without a doubt, Brian was using his position as Constable to make the community a better place to live for everyone.

Brian also served his community through his involvement at Christ United Methodist Church. He was involved in Youth Mission trips. For three years Brian attended a week long mission trip with middle school students. These mission trips involved guiding middle school students as they served people in other communities who needed assistance. This assistance included repairing and painting houses and building wheelchair ramps for people who needed help. In addition, Brian served as an usher at the church on Sunday mornings.

Brian helped wherever he could in this community – whether it was helping to organize a fundraising benefit for a baseball friend who had some major health problems, or trying to find a way to solve problems for people he interacted with through his role as Constable. Whether it was involvement in

his children's schools and in their extracurricular activities or simply serving as School Crossing Guard at Forest Ridge Elementary School, Brian always worked to be a positive role model for the kids he interacted with. Through his example, Brian encouraged them to become active in community service.

These are just a few examples of Brian's community service and involvement. It would be difficult to fully summarize Brian's contributions as he never boasted about his efforts. Brian was never looking for recognition, but was doing it because he believed it was the right thing to do. All of us who knew Brian were proud to call him a friend. Brian set a high standard for helping others cheerfully and willingly whenever he could. His example has challenged us all to become better citizens of the community, which we believe will be one of his lasting legacies.

In the past, the City has named other parks facilities after people who have made significant contributions to the community. In recent years Central Park was renamed the Stephen C Beachy Central Park after the longtime Parks and Recreation Director. We would encourage the City to use a similar rationale to name the Southwood Community Park after Constable Brian Bachmann. It would also be fitting as the park is located in Constable Bachmann's precinct.

In conclusion, we believe it would be appropriate to name the park in his honor for his service and involvement in the community. Therefore, we request the park be named "Constable Brian Bachmann Community Park".

Thank you for your consideration of this request.

Sincerely,



J. Cody Whitten  
3207 Liesl Ct  
College Station, Texas 77845  
(979) 255-0648



Jeff Kersten  
4407 Rocky Meadows Drive  
College Station, Texas 77845  
(979) 229-3547

Attachments:

**BILL FLORES**

MEMBER OF CONGRESS  
17TH DISTRICT, TEXAS

1505 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-6105  
FAX: (202) 225-0350  
[www.flores.house.gov](http://www.flores.house.gov)

**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515-4317

COMMITTEE ON THE BUDGET

COMMITTEE ON NATURAL RESOURCES

SUBCOMMITTEE ON  
ENERGY AND MINERAL RESOURCES

SUBCOMMITTEE ON  
FISHERIES, WILDLIFE, OCEANS AND  
INSULAR AFFAIRS

COMMITTEE ON VETERANS' AFFAIRS

SUBCOMMITTEE ON  
OVERSIGHT AND INVESTIGATIONS

September 10, 2012

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, TX 77842

Dear Mr. Neeley,

I was recently made aware of an effort to rename the Southwood Community Park to honor the life of Constable Brian Bachmann. It was a great privilege to know Brian and consider him a friend, and I believe that this would be a fitting tribute to a man that devoted so much of his time, and ultimately his life, to his community.

Brian was well-known for his involvement in the College Station Little League, where he served on the board of directors and was a mentor and coach to hundreds of young athletes. He was a shining example of the values of positive attitude, sportsmanship, integrity, and character. To rename the Southwood Community Park in his honor would not only celebrate the life of a dedicated public servant, but also leave a lasting legacy for Brian to continue to positively impact the community he loved.

Brian was truly an asset to the Bryan/College Station community, and he will be dearly missed. I can think of no individual more deserving of this honor. Thank you for your consideration.

Very truly yours,



Bill Flores  
Member of Congress, TX-17

BRYAN  
2800 SOUTH TEXAS AVENUE, SUITE 403  
BRYAN, TX 77802  
PHONE: (979) 703-4037  
FAX: (979) 703-8845

CLEBURNE  
ONE NORTH WALNUT, SUITE 145  
CLEBURNE, TX 76033  
PHONE: (817) 774-2551  
FAX: (817) 774-2220

WACO  
400 AUSTIN AVENUE, SUITE 302  
WACO, TX 76701  
PHONE: (254) 732-0748  
FAX: (254) 732-1755

# JOHN RANEY



## The State of Texas House of Representatives

CAPITOL OFFICE:  
P.O. Box 2910  
AUSTIN, TEXAS 78768-2910  
512-463-0698  
512-463-5109 FAX

DISTRICT OFFICE:  
4103 SOUTH TEXAS AVENUE, SUITE 103  
BRYAN, TEXAS 77802  
979-260-5040  
FAX: 979-260-5097

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

August 27, 2012

Dear Mr. Neeley,

A city park is something to be treasured: it is where families gather, children play, adults exercise and numerous community members are able to enjoy natural beauty within the city limits. It is a respite for the weary providing peace after a long day. Such a spot should be linked with someone who stood for those same things.

Knowing Brian as I did, he possessed many of the same qualities. He chose a path of service to provide peace for our community, working hard day in and day out to provide for his family. He consistently worked to make our community better even outside of work be it through fundraising efforts or serving as a Crossing Guard for his children's school. A faithful member of the church, he even went overseas to help those in need. He was always looking out for others and trying to help even those upon whom the law was being enforced.

Yes, he was a fine and decorated officer of the peace, but even more so he was a fine man. And it is because of the character of the man that I support renaming Southwood Community Park in honor of Brian Bachmann.

Best regards,

A handwritten signature in cursive script that reads "John Raney".

John Raney  
State Representative  
District 14





# Brazos County Office of the Sheriff



Christopher C. Kirk – Sheriff

Michael B. Wilson – Chief Deputy

Wayne Dicky – Jail Administrator

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

Tuesday, September 4th, 2012

Dear Mr. Neeley,

On August 13, 2012 Brazos County Precinct #1 Constable Brian Bachmann was killed in the line of duty in College Station. Brian had worked with the Brazos County Sheriff's Office for nearly 18 years prior to being elected to the Constable's Office, so Brian was a close friend and trusted member of the Brazos County law enforcement community. Brian's heart for service did not stop with his job as a peace officer. He has volunteered for numerous civic events. He was active in his Church and participated in church mission trips and has coached his children in T-Ball and Little League, and most recently had agreed to coach his daughter's soccer team.

I enjoyed hearing his stories about the games that his children were involved in. I could tell that when he coached he was teaching with a competitive spirit that was not focused on winning but on the respect for the game and the rules of sportsmanship. Brian did relish the victories with the kids, however they also celebrated the losses. I can see that he has passed on these traits to his children and that they have the foundation that will make them strong and capable, like their father. I'm sure that he also passed on those traits to the other young people that he coached.

Brian was one of the most compassionate and giving person I know. He loved his community and shared his time with others through coaching. Everyone I know who had spent time with Brian would tell you that he was a good man.

I have learned that there is an effort to name a baseball field complex after Brian Bachmann and I have reviewed the guidelines for commemorating an individual in that way. I truly believe that Brian Bachmann meets all of the requirements for consideration and that it would be a great way to honor him for the sacrifice that he made.

I wholeheartedly endorse naming the College Station Little League Baseball Complex at the Southwood Athletic Park for Brian Bachmann.

Christopher C. Kirk

[chriskirk@highsheriff.com](mailto:chriskirk@highsheriff.com)



OFFICE of the CONSTABLE  
BRAZOS COUNTY PCT. 1  
12845 FM 2154, STE. 140  
COLLEGE STATION, TX 77845  
979/695-0030 FAX 979/695-0031

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

September 4, 2012

Dear Mr. Neeley,

On August 13, 2012 Brazos County Precinct 1 Constable Brian Bachmann was killed in the line of duty in College Station. I worked for Brian as his Chief Deputy and now have the tall task of filling his shoes and carrying on his legacy.

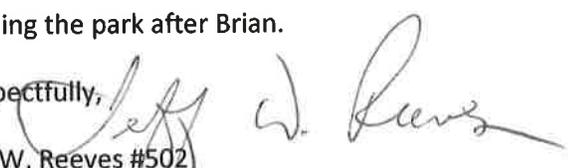
I have been in Law Enforcement for thirty years locally and I don't know many people that have the commitment Brian had to his community. His involvement with College Station Little League baseball, his Service to his Community and many other organizations, was incredible. Brian always had time for his community especially the kids. His mission trips thru his Church were always spent with the youth groups and his focus was always trying to find a way to help kids that were at a disadvantage.

Brian Bachmann was a mentor for this community and a great asset to his fellow man. He was someone that we all should model ourselves after. The loss of Brian Bachmann is great and we will never replace him however we can remember Brian by naming a park such as Southwood Community Park after him. I believe this would be one of the greatest things that can be done for Brian and his family. That Park represents Brian in many ways. It was where he did spend a lot of his evenings coaching baseball, mentoring kids and teaching us parents how the sport came second but how to play the game with the right attitude.

It was obvious the impact that Brian had on his community with all the people that showed up for his funeral. It was incredible seeing the citizens that didn't know him personally but they still came out and stood by the road and saluted him and showed that they were emotionally moved by this tragedy.

Brian Bachmann was truly a great man and I couldn't think of a better name than "Constable Brian Bachmann Community Park". Thank you very much sir for your time and I hope that this in some way helps in your decision in re-naming the park after Brian.

Respectfully,

  
Jeff W, Reeves #502  
Departmental Head/Pct. Constables Office  
979-695-0030



OFFICE of the CONSTABLE  
BRAZOS COUNTY PCT. 1  
12845 FM 2154, STE. 140  
COLLEGE STATION, TX 77845  
979/695-0030 FAX 979/695-0031

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

September 3, 2012

Dear Mr. Neeley,

I am writing this letter in support of renaming Southwood Community Park to "Constable Brian Bachmann Community Park." I have known Brian for most of my 30 years as a law enforcement officer and know how much he loved the game of baseball. His dedication to the sport, especially at the Little League level, was beyond compare. He served on the board and volunteered so much of his time to make sure that College Station Little League was successful. One of the most impressive things about Brian was how he taught the kids fundamentals of the sport but in the end, it was all about having fun. He always wore that special grin on his face and truly represented what baseball is all about.

Brian also touched the Brazos Valley community in many ways. Not only did he represent the Pct. 1 Constable's Office in a professional way, but also involved himself in so many other community activities making it possible for so many families to participate in events they normally would not be able to. He cared so much for the people that he went as far as giving money out of his own pocket to help out. I am so proud to say that I wear the uniform and work in the office of Pct. 1. Me, like so many other people could go on and on about the impact Brian has made. I am so honored to have known Brian and have come to love and admire his family. I think it would be a great tribute to them by dedicating the park in his name.

Thank you,

A handwritten signature in cursive script that reads "John Campbell".

John Campbell  
Office of the Constable  
Pct. 1, Brazos County, TX



Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

September 10, 2012

Dear Mr. Neeley,

I have been approached by Cody Whitten and Jeff Kersten about their request to name Southwood Community Park in honor of Brian Bachmann. I cannot tell you how excited I am about that proposal. Brian was a public servant without equal. His heart's desire was to serve our community and hopefully, in whatever way he could, make it a better place.

That desire was lived out in his involvement in youth sports in our community. He tirelessly gave his time and energy to helping provide a positive experience for all the children of our area. I knew his workload as a Constable, and I was always surprised to see him at every youth sports venue in College Station.

Brian will truly be missed by all of us – his church, his friends, and his community. What a beautiful tribute to a man who so selflessly gave to the city of College Station and the surrounding community to name Southwood Community Park in his honor.

Sincerely,



Jerry House, Jr.

Senior Minister  
Christ United Methodist Church  
College Station, TX



September 10, 2012

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

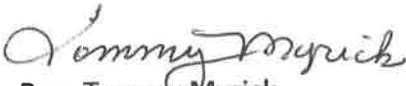
Dear Mr. Neeley:

I would like to add my support to the proposed re-naming of the Southwood Community Park in memory of Brian Bachmann.

Constable Bachmann was a very active member of our church. He loved kids, was a great mentor and participated with junior high mission groups for several years. Not only was he looked up to by the kids but by the other adult volunteers who went on these trips.

His death is a great loss; and re-naming the facility in his memory would be a great way to honor his service and love to this community.

Sincerely,

  
Rev. Tommy Myrick  
Associate Pastor

Phone: 979-690-HOPE (4673) \* Church: 4201 State Highway 6, South \* College Station, Texas 77845  
• Fax: 979-690-6098—email [TommyMyrick@christ-umc.org](mailto:TommyMyrick@christ-umc.org)

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

August 28, 2012

Dear Mr. Neeley,

On August 13, 2012 Brazos County Precinct One constable Brian Bachmann was killed in the line of duty. Brian's death had a great impact on the community of College Station and Brazos County as a whole as evidenced by the great outpouring of support for his wife Donna and their children.

Brian's life was one of service to his community and dedication to the ideal of providing leadership and integrity as a role model to the youth of College Station. Brian served on the College Station Little League Board for many years and coached his son Colby's Little League team as well as his daughter Caitlyn's soccer team. It was my great honor to assist Brian. Brian desired to in some way teach the kids under our care a little baseball while developing character and learning to play the game with respect for your opponent.

Brian's community involvement did not stop at the baseball field. He was active in his church by becoming involved in youth activities such as mission trips. Brian viewed these trips as opportunities to mentor the youth of his church and to teach them that service to one's community was an honor. Brian and the youth of his church were able to provide people of lesser means assistance in painting, landscaping, home repair, and services not readily available to them.

It was also my great pleasure to work alongside Brian with the Brazos County Office of the Sheriff. I saw firsthand how Brian treated his fellow man with respect and compassion. Many times Brian used that compassion to seek alternatives in dealing with the public, keeping in mind that his job was to help people not to punish or pass judgment. As the recruiter for the Sheriff's Office Brian saw it as his purpose to mentor Officers to believe as he did that a Law Enforcement career was an honorable profession done by honorable people who believed as he did that service and integrity were more than just words.

Brian received many awards during his career. Among them were the Enrique Camarena award given twice in 2002 and again in 2005. He received the Patrol Officer of the Year award in 1996, a FBI Certificate of Appreciation in 1999, Officer of the Year in 2004, Go-Getter of the Year in 2005, and Keeper of the Kingdom award in 2011.

Brian's community service endeavors include teaching Junior Achievement to second graders at Rock Prairie Elementary, Little league baseball and soccer, church mission trips, and many extra-curricular activities at Colby and Caitlyn's schools. Brian did not seek recognition, and in fact, many of his activities were done without the knowledge of his friends or family. Brian simply wanted to use his talents and position in the community to make a difference.

Brian accomplished his mission. He has made a difference in this community and asked for nothing in return. Brian taught the youth of this community to believe in things bigger than themselves and that service to your community is honorable and fulfilling. I believe they are better citizens for Brian's involvement in their lives.

There is no better citizen than Brian Bachmann to be honored by a city that he gave so much of himself, nor is there a better way to honor the man himself than by renaming Southwood Community Park in honor of Brian Bachmann.

Sincerely,



Jerry N. Barratt  
Brazos County Office of the Sheriff  
2082 Ravenstone Loop  
College Station, Texas 77845  
(979) 690-6660

**Rhonda Seaton**  
**1406 Fincastle Loop**  
**College Station, Texas 77845**  
**(979) 690-3414**

I support the proposal to rename Southwood Valley Athletic Complex to honor Constable Brian Bachmann. There are several reasons I believe this is a proposal very worthy of consideration. Brian was the type of person that we should all strive to be. He was the type of law enforcement professional, that all of law enforcement should strive to emulate. He continually gave selflessly of himself, his time and his possessions to benefit others. Brian loved all kids. He loved being involved in sports activities with his own children and he especially loved coaching and sharing his love of sports with our youth.

I am proud to say that Brian was one of my best friends but I know that I am not alone in that statement. He was the type of person that honestly, sincerely and caringly made all of his friends feel that way. Our community indeed lost a hero on August 13<sup>th</sup> but in that loss, good has come forth. Losing Brian has brought the law enforcement family closer together than anytime I can remember. His death brought the community closer to law enforcement. And last, but certainly not least, his death and watching his amazing family bring comfort to others, has pulled me back to my faith. Brian would be proud.

In renaming the athletic complex, a message would be sent to the community every time they look at the sign. They would know that he was the type of person we would like our kids to grow up to be. They would know that the City of College Station acknowledges that Brian paid the ultimate price to serve and protect its citizens. I ask that you please consider this request to honor a true public servant.

Sincerely,

A handwritten signature in cursive script that reads "Rhonda Seaton". The signature is written in black ink and is positioned below the typed name.

Rhonda Seaton

Brazos County



300 E. 26<sup>th</sup> St., Suite 1200  
Bryan TX 77803  
(979) 361-4230

**Marc Hamlin**  
District Clerk

Dear Mr. Neeley,

It has been brought to my attention by Mr. Whitten that there is a potential opportunity to rename Southwood Community Park in honor of Brian Bachmann. This is a valid request and the absolute least we could do to honor such an honorable man.

Brian Bachmann was a dear friend of mine, and I feel the Community Park is the idealistic venue to recognize a true public servant.

Sincerely,

A handwritten signature in blue ink that reads "Marc Hamlin". The signature is written in a cursive style with a large, looping initial "M".

Marc Hamlin

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, TX 77842

September 4, 2012

Dear Mr. Neeley,

I am writing in support of "Southwood Community Park" being renamed "Constable Brian Bachmann Community Park". In honoring Brian Bachmann's life with this gesture, his legacy of community service would not only be remembered but also encouraged and hopefully emulated by others.

I first met Brian Bachmann and his family nine years ago when our sons entered kindergarten at Rock Prairie Elementary. Little did I know how many ways our families' lives would cross and what a positive role model Brian would be not only for our family but also for our entire community.

In addition to serving this community through his various positions as a law enforcement officer for approximately 20 years, Brian sought out many ways to serve this community outside of his work day. He coached little league t-ball and baseball, coached soccer, served on the College Station Little League Board, served as an usher at church, accompanied church youth on mission trips locally and out of town, and volunteered as an elementary school crossing guard. It can be said that a community is what you make of it. College Station is definitely a great place for any family to call home due in part to all that Brian Bachmann gave of himself as a public and private servant.

As my son's little league baseball coach, Brian easily earned my and the other parents' utmost respect. He gave tirelessly of himself many nights a week and on weekends to instill the love of baseball and respect for the game in the boys he was handed each season. While many coaches could be seen doing whatever it took to win, Brian Bachmann did whatever it took to teach the rules and sportsmanship first while building the skills and self-esteem of each of his players. Winning was his secondary goal. At the end of each game, he would huddle the players together and recognize their successes and shortcomings whether they won or lost. The boys who were blessed by having Brian Bachmann as their coach learned not only how to play the game but also how to be positive athletes with a respect for the game of baseball and the game of life.

One particular season, Brian Bachmann had a player who had never played any sport. This young man could not even swing the bat with enough might to hit a ball. It was amazing to see how he would encourage this child each week. The other boys who witnessed the way Brian treated this young boy

also became encouragers. Finally at one of the last games of the season, this boy hit his first ball. The dugout went wild! Eventually, he made his way around the bases and scored. The entire team rushed out to the field and carried the young man on their shoulders in celebration! What powerful lessons Brian Bachmann taught these boys through his own actions.

I was once told that children begin listening less and less to their parents around the age of 10. Additionally, I was told how important it would be to surround my children with strong adult role models whom my children would listen to and learn from when they no longer listened to me. Brian Bachmann immediately came to mind! I knew that my son would definitely learn from and listen to him as would many other youth in our community. Whether in the dugout or on a youth mission trip, Brian Bachmann touched the lives of countless young people in our community.

I spent many hours at the Bachmann home after the tragic events on August 13<sup>th</sup> that ended Brian Bachmann's life while serving our community. I was amazed at the stories of service and kindness that continued to be told as friends and family gathered together to support Brian's wife and children. While I knew of the many ways Brian touched our family's life, I listened in awe of the multitude of ways he touched others. Family, friends, and strangers quickly rallied together to support Brian's family emulating exactly what he would have done for anyone else in the same situation.

The Sunday after Brian was killed in the line of duty, I was talking to one of our fellow church members after the service. She began to tell me how she had been at her school the previous day getting ready for the new school year to begin. She went on to add that she had walked quickly by the school custodian on her way to the workroom and noticed that the custodian looked sad. This teacher said she paused thinking to herself that Brian would have stopped and asked the custodian if she was alright and if she needed anything. So, she turned around and did so. The custodian shared with her that her father was in hospice care and only expected to live two more weeks. No one at the school had any idea what the custodian was going through. Now, the school could support her all because this teacher thought of what Brian Bachmann would have done.

Brian Bachmann's life represented what every city hopes its citizens will be – servants to the community. With his positive example each day of his life, Brian helped make this community a better place for each of us. It would be truly fitting to honor his service and example. By renaming the "Southwood Community Park" in his honor, his legacy will live on. Those who knew him will be reminded of his selfless service each time they drive by or attend the park. Those who did not know him will hopefully hear his story and learn by his example of serving others.

This is what I posted on facebook on August 18<sup>th</sup> after attending Constable Brian Bachmann's funeral:

"Through his tragic death, Brian Bachmann's legacy of service to others lives on. His legacy challenges each of us to be better Christians who serve others as he did. Thank you, friend, for continuing to make this world a better place even from Heaven above. This week alone has revealed many acts of kindness that are no doubt a result of the lives you touched and the example you set! I continued to

be amazed at the rays of light beaming through this dark day as Brian Bachmann was laid to rest. Rest in Peace faithful servant, loving husband, devoted father, exemplary officer, loyal friend! We will miss you but certainly look forward to seeing you again someday when we, too, join you in Heaven!"

I join many others in requesting that Brian Bachmann be remembered by the community he loved and served so faithfully. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Beth Bland".

Beth Bland  
610 Aster Drive  
College Station, Texas 77845  
(979)693-2051

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

August 27, 2012

Dear Mr. Neeley,

I would like to state my support in renaming Southwood Community Park to honor Constable Brian Bachmann. Brian's life was a testament to helping and encouraging others.

Last year my husband, Mike, was sent to CCU, diagnosed with Stage 3 Kidney Disease and Severe Hypertension. We found ourselves facing a daunting financial future from lost work due to the hospital stay and a recent layoff. Brian visited Mike regularly, bringing prayers and encouragement. Knowing our financial strain even before the emergency hospital admittance, Brian organized a fundraiser to help our family. His compassion and desire to ease our upcoming burdens created a peace within our home that would have never been possible otherwise.

Constable Brian Bachmann reached out to so many in all different areas of our community. He searched for ways to keep youth busy in productive, positive way. When my son's baseball team acquired property with a rundown baseball field on it, Brian approached the management with a proposition. He offered his own time and finances to keep the field maintained if they would allow the local youth to use the fields. His goal was to provide an opportunity for an after school, organized activity for wayward kids.

Brian Bachmann was our friend and, though he didn't know it, my family's mentor on how to live according to God's plan and desire. He never boasted of his labors nor did he help others so that he would receive accolades or awards. His service stemmed from his faith, his belief was that you love others just as God has loved you.

We will miss Brian. This community will miss Brian. I can think of no better way to honor the life of Brian and his service to our Community and thus we request your consideration to rename Southwood Community Park to "Constable Brian Bachmann Community Park".

Thank you,

  
Heather Golladay  
1305 Norfolk Ct  
College Station, TX 77845  
(979) 575-8008

  
Michael Golladay  
1305 Norfolk Ct  
College Station, TX 77845  
(979) 575-7188

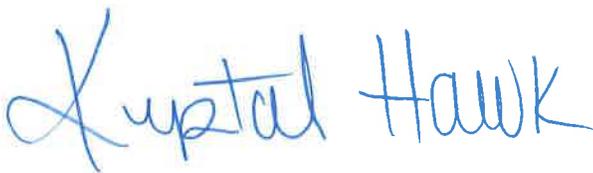
Dear Mr. Neely,

Brian Bachmann was my neighbor & a dear friend to my family. I know that we all can attest to his ability to serve our community as an awe-inspiring peace officer, but he also served our community in many other ways. My prayer is that this letter will be of great motivation for the renaming of Southwood Community Park to a name that would be honoring Brian's memory & his everlasting presence he left behind in our community.

In a conversation one evening with my husband, we reminisced about how often times our paths crossed with Brian & his family at our neighborhood park. Brian loved sports! He would spend his free time down at the park either throwing a baseball with his son, Colby, or kicking a soccer ball around with his daughter, Caitlyn. His love for sports will always live on through his children and the youth in our community he helped mentor & coach.

Brian devoted countless hours to our Community, and I personally know that he wouldn't expect anything in return. However, I believe that the absolute least we could do to honor his memory and his everlasting presence he left behind in our community, would be to rename Southwood Community Park after him. His name tells you a story of a man who was noble, strong & virtuous. It also shares a part of history about a Constable who died doing what he loved and it's a name that will carry on forever with future generations every time the park is visited. I couldn't think of a better way to honor Brian than that.

Sincerely,

A handwritten signature in blue ink that reads "Krystal Hawk". The signature is written in a cursive, flowing style.

Krystal Hawk

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

August 28, 2012

Please let this letter serve as my support of renaming Southwood Community Park to "Constable Brian Bachmann Community Park" as proposed by College Station residents J. Cody Whitten and Jeff Kersten.

I had the pleasure of attending Christ United Methodist Church with Constable Bachmann and I too believe it would be appropriate to name the park in his honor for his exceptional service and involvement in the community.

The community provided an immediate outpouring of support and sympathy for his family upon his tragic death. He clearly earned the respect and admiration of all that knew him and even of those that did not. His positive influence in this community will be remembered by many for years to come and it is only appropriate for his memory to be permanently associated with a community park for all future generations to enjoy.

Thank you for your consideration of this request.

Sincerely,



Mark D. Humphrey  
4406 Regal Oaks Drive  
College Station, Texas 77845  
(979) 690-5188

**Jeff Hamilton, Agent**

4058 State Highway 6 South, Suite 100  
College Station, TX 77845-5267  
Bus 979 690 8384  
Fax 979 690 0999  
jeff@jeffhamiltononline.com



Providing Insurance and  
Financial Services

Mr. David Neeley  
City Manager  
1101 Texas Avenue  
College Station, Texas 77842

August 30, 2012

Dear Mr. Neeley,

As you already know, on August 13, 2012 Brazos County Precinct 1 Constable Brian Bachmann was killed in the line of duty in College Station. Brian's death was a devastating blow to his family, friends, and the entire community. While I did not know Brian as well as others in the community, I do know he was an amazing role model for all individuals in our community, especially the children.

I mostly knew Brian through the College Station Little League and his involvement at our church in College Station, where he served as an usher and youth leader on mission trips. As a parent of three children in this community, I can't imagine a better place to raise them; one of those reasons is because of people like Brian Bachmann.

He was an individual, who was never in it for himself, but for others. I can't think of a better way to honor his legacy and continue his influence on our kids than to honor him and his family for his ultimate sacrifice by re-naming the Southwood Community Park to "Constable Brian Bachmann Community Park"

It is individuals like Brian, which make our country, community and lives enriched by their presence, so let's continue Brian's hard work and dedication with this opportunity to say thank you for everything that he did.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Hamilton".

Jeff Hamilton



# College Station Little League



September 4, 2012

Mr. David Neeley  
City Manager  
City of College Station  
1101 Texas Avenue  
College Station, Texas 77842

Dear Mr. Neeley,

It is with great pleasure that we unite as the board members of College Station Little League to support the proposal to distinguish a landmark in College Station as Brian Bachmann Athletic Complex, preferably renaming the existing Southwood Athletic Complex. The Board has had the privilege of serving alongside Mr. Bachmann for five years in his capacity of Safety Officer and as a fellow coach. Each member can attest to Mr. Bachmann's service to the board and to the community through Little League.

His untimely death has only further emphasized the impact that he has had on our community as seen by the outpouring of love and support for his family and calls to render service in his honor. As with us, an extraordinary number of individuals were directly influenced by Brian Bachmann in a positive and life-long manner and thus it is imperative that we properly recognize this man for the effort that he put forth in his daily life to protect and serve the citizens of our great city.

In reviewing the City of College Station Naming of City Facilities and Sub-Facilities document, we believe that this request meets "Criteria C" of the General Naming Criteria and Guidelines, which states:

- C. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:*
- a. Involvement in a leadership role in civic organization that are devoted to community improvement;*
  - b. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;*
  - c. Active promotion of effective programs for youth or senior citizens within the community;*
  - d. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;*
  - e. Active promotion of and directed efforts to improve the aesthetic appearance and fundamental quality of the community*

Interestingly enough, Brian Bachmann could fit each and every one of those categories. As such, we emphatically support the renaming of the complex to represent the man - the legend - the one that stood for goodness and wholesomeness among his peers. The man that was the face of kindness and gentleness among those that looked for hope in fellow man.

Brian was involved in College Station Little League for many years as a coach, a board member and a smiling face in the crowd. As a coach, he was the confident supporter of the child and advocate for the kid that would have otherwise been left behind. As the testaments will reveal, he was the guy that took the extra time with those that needed it most and never shirked an opportunity to make a child or his/her parents feel like the best baseball players ever to walk on the earth.

As a board member, Brian was the unselfish ideal representative of our league. Mr. Bachmann was the man that would religiously volunteer to take someone else's shift for board duty and he was the one that would give us assurance that the fields would be checked late at night and ensure that all fields were secure. Brian would make every meeting (even during the busiest of campaign events) and would weigh in his support for the initiatives that serve to help the masses and was always mindful of the individuals that may be impacted the most. As the safety officer, he would lead the coach meetings in identifying proper safety protocol and always offer his personal assistance in rectifying situations that may arise.

There are many instances that we could all point to that would provide a wide perspective of personal portrayals of a man that served our league far beyond his defined role as safety officer. He physically supported all efforts including bringing his children to help sort equipment to supporting fellow board members with rule discrepancies during field duty. Brian participated in clinics and used his connections to draw interest in promoting the development of baseball fundamentals from high profile instructors and colleagues. The attributes of Brian Bachmann lent to the ideal friend and leader in our league and he portrayed the characteristics that we endeavor to teach our children and exuded qualities that we could all hope to mimic and strive to emulate.

In addition to the efforts of the board to support this worthy cause, we wanted to also represent the level of interest for renaming a facility from the baseball community. As such, we requested that members of the college station youth baseball association send messages that would detail personal experiences and support of our proposal. Attached are the responses that we have received to date, all of which indicate a unanimous positive response.

In conclusion, we believe that the community supports this worthwhile endeavor and we believe that the City of College Station has the authority within the prescribed guidelines to rename Southwood Athletic Complex to memorialize our friend and community servant, Brian Bachmann.

Sincerely,

A collection of approximately ten handwritten signatures in blue ink, arranged in two columns. The signatures are highly stylized and cursive. The names are not clearly legible but appear to be those of the board members mentioned in the text.

College Station Little League Board of Directors

Attachments



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Brian Bachmann Athletic Complex

1 message

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**William Seale** <wmseale@yahoo.com>

Wed, Sep 5, 2012 at 4:58 AM

Reply-To: William Seale <wmseale@yahoo.com>

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Being we are a law enforcement family, I can think of nothing better that to honor Brian Bachmann for his ultimate sacrifice.

The Brian Bachmann Athletic Complex is close to perfect.

Thank you for allowing our input.

Bill Seale

wmseale@yahoo.com



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Support renaming

1 message

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**Chris Sodolak** <chrissodolak@hotmail.com>

Wed, Sep 5, 2012 at 8:38 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I 100% support renaming the park to honor Brian Bachmann.

Chris Sodolak  
chrissodolak@hotmail.com  
979 220-0644

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachmann Athletic Complex**

1 message

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**Laura Arthur** <lwarthur1@gmail.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 2:21 PM

Dear City of College Station,

I hope you will approve the College Station Little League's request to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex." This would be a fitting tribute to a most honorable man who gave his life in service to his community.

My family met Brian and his family six years ago on a College Station Little League team. Our son, Matthew, and the Bachmanns' son, Colby, played coach-pitch baseball together. Their coaches were three Texas A&M students. Our coaches had a conflict with one of the games and asked parents to fill in for them. Brian was one of the first to volunteer. I vividly remember sitting in the stands with Brian and his family at another game later in the season. Some of the parents around us were complaining about how our coaches were pitching to the boys. Brian turned to them and spoke on behalf of the coaches. Reminding them that he had filled in and pitched earlier in the season, he simply said, "It's a lot harder than it looks." It was a kind and gentle reminder to the parents that Little League volunteer coaches needed their support, not criticism. This is just one of many examples I'm sure you'll read that attest to Brian's sportsmanship, support of the Little League program and his leadership by example.

Since then, I had the privilege of getting to know Brian further. I could always count on running into him at one of two places: at our church and at the ball park. Brian loved baseball and was a regular at the ball park. Sometimes he was a parent cheering in the stands. Sometimes he was on the field coaching. Sometimes he was there for security, making sure the kids and parents were safe. Sometimes he was there fulfilling his responsibility to the board. And still other times he was there watching his son umpire.

Last spring, my son, Andrew, sustained an injury to his mouth when he was hit by a ball during a game. We dealt with Brian in his board capacity as Safety Officer. There was simply a form we needed to fill out to report the injury. Many people would have handled this by a series of impersonal email exchanges. Not Brian. He sent us the form and then followed up on the injury in person. He met us at the ballpark to get the completed form. Later in the season, Brian sought out my husband, who was coaching on the senior fields, just to ask about Andrew.

Brian Bachmann was more than just a Little League parent. He supported College Station Little League on many levels. He loved the sport, loved the kids and loved his community. I hope that one day soon, my boys are playing baseball at "Brian Bachmann Athletic Complex."

Sincerely,



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Renaming of Southwood Athletic Complex to Brian Bachmann Athletic Complex

1 message

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**Ray Corbett** <rcorbett812@hotmail.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 2:35 PM

To City of College Station,

I just wanted to voice support of changing the name of Southwood Athletic Complex to Brian Bachmann Athletic Complex.

I did not know Brian Bachmann, but have learned that he was a well known, very respected man to many in our community. He was also a very respected law enforcement officer in our area who unfortunately died in the line of duty. He was someone who was involved in his community and also was involved with the youth of this community. Who better than him is there to have their name representing the area athletic complex? I recommend that the City seriously consider honoring this man, Brian Bachmann, by renaming the athletic complex after him.

Thank you,

*Ray Corbett  
Area Scout - South Texas  
New York Mets*





CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Coach Brian**

1 message

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**Bryan Cannon** <csb7308@yahoo.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 6:26 PM

To whom it may concern:

Shortly after my family and I moved to College Station in 2007, we had the distinct pleasure and honor of meeting Brian Bachmann and his family. Brian and I coached his daughter and my oldest son's T-ball team together.

During that season, Brian showed he was a man of limitless patience. He always had a kind word for the kids and parents as well. He spent countless dollars of his own buying gear and equipment to give to the kids on the team as well as blow-pops as treats. One particular team event that I will always remember was held near the end of each practice. As a team, we would form a circle of players and roll the ball until all but one child had not "missed" the ground ball rolled to them. The last player was then crowned the winner and given a pair of batting gloves, bought by Brian of course. The secret (to the kids) was he made sure that by the end of the season, each child was the winner and thus given a pair of gloves. This took some creative rolls by Brian and the other coaches let me assure you.

Brian and I remained close, professionally and personally. He always made time for my kids at the baseball diamond or not. We traveled to Round Rock Express games together and lunched together, though not often enough.

Fast forward to opening day of baseball/t-ball this year. Brian, his family and mine lingered after the ceremony for what seemed at the time like hours on the infield of Olsen Field. He was proud of the CSLL having the ceremony there. I now wish we had lingered longer.

Fast forward to this past baseball season. I was helping coach my youngest son at the new Tball fields there (which Brian was very proud of) while my oldest was playing around in uniform waiting for his game later that night. Brian was the Board representative at Wayne Smith that night. Since I was busy coaching my youngest during the game Brian took my oldest son into the batting cages for some BP and one-on-one instruction before his game that evening. My son loved it and I know Brian did as well. I was grateful for him stepping in for me at a time that I know I needed to be two places at one time. No one else we know could have done that for my son. I remember watching Brian stay to watch my son, his former player, play that night. He looked proud. I was proud.

My son was stung by the loss we all felt when Brian was killed that day. Forever, Brian will be known as "Coach" in this house.

Nothing can replace this man. This community will never be the same. We all are lucky to have been able to know him.

He deserves more. We all deserve to have Brian on this earth longer. But there is another plan.

He will never be forgotten. I am hopeful the City of College Station will do what it can, a small thing in comparison to his sacrifice, and name the Southwood after Brian.

Thank you for your attention to this matter,  
Bryan Cannon  
690-0032



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian Bachmann Park**

1 message

**Arthur, Robert A** <robert.arthur@sourcenetsolutions.com>

Mon, Sep 3, 2012 at 9:54 PM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

After the shock of Brian's death sunk in, one of the first thoughts that came to mind was renaming the Southwood complex after him. I first met Brian at the fields when our sons were on the same team over 6 years ago and have been friends ever since. He always demonstrated a high morale character, caring for the youth in the area, his faith and a dedication to Little League. My last memories of him were him tracking me down at my oldest son's game to see how my youngest son was doing after having his tooth knocked loose in a game earlier in the week. I always remember Brian helping out wherever he could; baseball tryouts, officer presence, serving on the board and making sure the fields were unlocked before games and locked up after. I cannot think of a better memorial to someone who gave his life trying to protect the community while at the same time gave so much to the youth of the area than naming Southwood after Brian.

Robert Arthur



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**RE: Brian Bachmann Park Proposal**

1 message

**Dana Evans** <evans303@hotmail.com>

Mon, Sep 3, 2012 at 9:57 PM

To: brianbachmannpark@gmail.com

Although we haven't lived in College Station for a couple of years, Brian did serve as a T Ball and Little League Coach for my son over the years, our sons were good friends. Brian truly was a dedicated servant who believed in the kids and his community. I know that baseball was a big part of their lives and I feel that this would be a truly awesome way to honor him and his family- I vote that the baseball park be renamed the Brian Bachmann Park

Dana Evans ( son Ty Evans)  
12100 Melville Drive 208  
Montgomery, TX 77356

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Date: Fri, 31 Aug 2012 19:36:33 -0500  
To: evans303@hotmail.com  
Subject: Brian Bachmann Park Proposal  
From: brianbachmannpark@gmail.com



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community. The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to brianbachmannpark@gmail.com in show of support from the baseball community. Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause.

If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**(no subject)**

1 message

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**Jamie Cannon** <cannonsintexas@yahoo.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 11:17 PM

I am writing this e-mail to join the petition to rename the Southwood Athletic Fields after Constable Brian Bachmann, or as we call him, "Coach".

When we moved to College Station from out of state in the summer of 2007, our oldest son, Cade was 4 years old. The following spring, he wanted to sign up for T-Ball. Honestly, I hesitated to because of my fear of what I had heard about tough, overly competitive coaches in Texas. But, I put my fears aside and signed him up. By fate, we ended up on Brian's team (The Yankees) and my fears were instantly relieved.

He is a truly gifted coach. He always came to practice with a smile on his face and nothing but encouragement for the kids. Of course he wanted them to learn the fundamentals and how to play; but for him the most important lesson to impart was to love the game like he did.

I truly couldn't tell you whether we had a "winning season" or not, but for me the season was such a success.

The following year, we signed up for his team again; this time the Astros!! Brian had such pride in the team, which was sponsored by the Brazos County Sheriff's office. After one practice, he had one of the Sheriff's Dept cruisers there and the kids each had the chance to sit in it. We took a team photo by the car and then each player had their picture taken. The photos were photo-shopped so it looked like the kids were on the big screen at the Astro's field. These photos were put onto buttons for the mom's to wear at the games. For our end of the year party, Brian invited Sheriff Kirk to come. Each player received a Special Edition Matchbox car that was a replica of the Sheriff's Dept cruisers, signed by Sheriff Kirk.

These are things that Brian didn't need to do as a coach, but the fact that he did demonstrates his generous spirit and sense of community.

I believe, that year with the Astros, was Brian's last year coaching. Even though Brian, was not coaching anymore, he remained an active member on the CSLL board. Cade is now 9 and in Senior Minors and Marshall, our 6 year old is on the T-ball fields. We always looked forward to seeing Brian at the fields in his CSLL board shirt while he was on duty. He always enjoyed being out there, watching the kids playing and loving the game like he did; with a big smile on his face.

I know when we return to the fields this spring, he will not be there; but I am sure I will not be able to help but look for him.

I truly cannot think of a more fitting way to honor such a wonderful man, than to name the fields after him. And perhaps having his name up there, will be a reminder to many of what Little League is all about: to teach kids to love the game with courage, character and loyalty.

Thank you for your consideration,

Jamie Cannon



CSLL Bachmann <brianbachmannpark@gmail.com>

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## CSLL Effort - Commemorate Brian Bachmann

1 message

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**Fowler, Donnie** <donnie.fowler@citi.com>

Tue, Sep 4, 2012 at 8:03 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I truly support the effort to commemorate Constable, CSLL Board Member and friend Brian Bachmann and rename the Southwood Athletic Complex to Brian Bachmann Athletic Complex.

Donnie Fowler  
Citibank, N.A.  
SVP, Public Funds Relationship Manager-Texas  
2717 Texas Avenue South  
College Station, Texas 77840  
(979)691-2759  
(979)764-8694



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Renaming Southwood Athletic Complex

1 message

**Brad Sharpe** <Brad@ellisonlaw.com>

Tue, Sep 4, 2012 at 8:35 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I am in full support of renaming "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". I knew Brian. He was a great person and always so willing to help in any way he could. His involvement in the CSLL was just an example of his willingness to help out in community activities. This would a great way to honor and continue his legacy of community involvement. I would appreciate your thoughtful consideration of this request.

Best regards,

Brad Sharpe

The Ellison Firm

P.O. Box 10103

College Station, TX 77842-0103

(979) 696-9889

(979) 693-8819 (fax)

brad@ellisonlaw.com



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Support**

1 message

**Sledge, Toby** <TSledge@badgermeter.com>

Tue, Sep 4, 2012 at 8:58 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

To whom it may concern,

I am in support of renaming the Southwood Athletic Complex to Brian Bachmann Athletic Complex. I believe this is an excellent way to honor Brian's service to our community, and most specifically our youth.

Thank you.

Regards,

Toby Sledge

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Toby Sledge | Account Manager | Office: 979-571-3183 | [tsledge@badgermeter.com](mailto:tsledge@badgermeter.com) | [www.badgermeter.com](http://www.badgermeter.com) |

Badger Meter | 4545 W Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Renaming of Athletic Complex

1 message

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**Shawn Medlin** <rsmedlin@yahoo.com>

Tue, Sep 4, 2012 at 9:01 AM

Reply-To: Shawn Medlin <rsmedlin@yahoo.com>

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

To Whom It May Concern,

As a homeowner, taxpayer, and parent of 3 boys that either have or will participate in the College Station Little League program, I fully support changing the name of Southwood Athletic Complex to the "Brian Bachmann Athletic Complex" commemorating his service, dedication, and loyalty to our community. Thank you.

Shawn Medlin



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Rename park**

1 message

**Jeff Dyer** <jkzdyer@gmail.com>

Tue, Sep 4, 2012 at 9:35 AM

To: brianbachmannpark@gmail.com

My family is in support of renaming the "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Please consider this request. Thank in you advance!

—  
Jeff, Krista and Zack Dyer



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian Bachmann Park**

1 message

**A Homrighausen** <ahomrighausen@gmail.com>

Tue, Sep 4, 2012 at 9:58 AM

To: brianbachmannpark@gmail.com

To Whom is Concerns,

I am writing to express my full support of the petition to renaming the Southwood Fields in College Station. Although I didn't know Brian personally, I have two sons involved in the College Station Little League. Anyone who dedicates their time and efforts to these kids as they learn and grow in the sport of baseball deserves recognition. The league will always miss a volunteer and supporter because it's only through them that our children are able to play. Brian was dedicated not only to keeping College Station safe for our children but also dedicated to developing their character through baseball.

Thank you for your time.

Sincerely,  
The Bradley family of College Station



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Support of Renaming Southwood Athletic Complex

1 message

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**LaStrapes, Kevin - NRCS, Bryan, TX** <kevin.lastrapes@tx.usda.gov>  
To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Tue, Sep 4, 2012 at 10:28 AM

To Whom It May Concern:

My family and I support the renaming efforts to honor a fallen hero that was a great contributor to College Station Little League. Brian Bachman Athletic Complex would be a very appropriate legacy for him and his family to have in the community he gave his life to protect.

Sincerely,

Kevin LaStrapes  
CSLL Coach and Dad (7 years)

Ph. 979-846-0757 Ext. 111  
Fax 979-846-0923

Mobile: 979-324-6857

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CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Petition-Brian Bachmann**

1 message

**Michelle Quezada** <michelleisinspired@gmail.com>

Tue, Sep 4, 2012 at 10:41 AM

To: brianbachmannpark@gmail.com

Howdy,

I can't express how touched I am by our College Station Little League Family who have shown the Bachmann Family such love and honor! I think this is a perfect idea and it's very appropriate...Constable Bachmann is gone in the flesh but can live on in spirit and what a great way to honor him and keep his memory alive by naming the fields after him...the fields our children play on and where they seen him always in a cheerful mood and that great big smile! Way to go CSLL!

Sincerely,

Michelle-Mother of 3 CSLL Players!



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian Bachmann Park**

1 message

**Alisyn Hargett** <ahargett@rmdudleyconstruction.com>

Tue, Sep 4, 2012 at 10:42 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

As a friend, I know how much Brian loved his kids sports and was an excellent little league coach. I think this would be an excellent idea and would enable parents to use the name and story of Brian to make a positive statement, not only of his dedication to the people of Brazos County, but his love of "the game of baseball" and all the players he coached. I would be honored to have my children play at the Brian Bachmann Athletic Complex.



Alisyn Hargett

11370 State Highway 30

College Station, Texas 77845

Phone (979) 776-2135 Fax (979) 776-2235

[www.rmdudleyconstruction.com](http://www.rmdudleyconstruction.com)



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Support for renaming of Southwood Athletic Complex to Brian Bachmann Athletic Complex

1 message

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**Rebecca Hapes** <rhapes@gmail.com>  
To: brianbachmannpark@gmail.com

Tue, Sep 4, 2012 at 10:48 AM

I wholeheartedly support the proposal to rename the Southwood Athletic Complex the Brian Bachmann Athletic Complex in memory of Brian Bachmann. He was my son's first coach when he played t-ball and I couldn't have asked for a better coach during that year. Brian instilled a love of the game into the players on that team – he taught the basics of the game, which included good sportsmanship. I was beyond delighted by the manner in which he interacted with every child, parent, and sibling of his players during that season and beyond, as he ran into us on many occasions at the ballpark and around town.

Renaming the athletic complex after this particular staunch and honorable baseball supporter and all-around hometown hero is an unquestionably good decision. Thank you.

–

Rebecca Hapes



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Support for Name Change

1 message

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**Elizabeth Altman** <EAltman@slb.com>

Tue, Sep 4, 2012 at 11:53 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Even though I did not know Brian, I think it would be a great memorial for Brian and his family after such a senseless tragedy. I have read numerous stories about how much he impacted all parts of the community. I support the name change.

Regards,  
Lisa

**Elizabeth "Lisa" Altman**

**Schlumberger Project Controller – Smith, MI (NAM/LAM)**

Office (979) 268-5650

Cell (936) 245-5311



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**We support the idea!**

1 message

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**Laurie Galbreath** <thejetsons@verizon.net>

Sun, Sep 2, 2012 at 1:54 PM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

This is a wonderful idea. We have 2 children and Brian was seemingly at every event and activity we attended. Re-naming the complex is a graceful way to honor a man full of grace.

Thank you,  
Laurie and Mark Galbreath



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**rename southwood**

1 message

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**JASON FLOYD** <jbsmjr@hotmail.com>  
To: brianbachmannpark@gmail.com

Sun, Sep 2, 2012 at 8:52 PM

Dear Sir or Madam,

I feel it would be a great show of respect to rename Southwood. Brian Bachmann was a great member of our community, and role model to our children.

Sincerely,

Jason and Susan Floyd



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Support renaming Southwood fields

1 message

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**Lesa Hill** <Les.Hill@teex.tamu.edu>

Sun, Sep 2, 2012 at 9:15 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I want to let you know I totally support the renaming of Southwood athletic fields to Brian Bachmann Athletic Fields. My husband had Colby on his first t-ball team and Brian was a friend and loved baseball and gave many hours of his life to serve CSLL. It's the least we can do to honor him and his family. Brian recently gave a nice set of catcher's gear to my son since Colby had out grown it. He was such a thoughtful and giving person.

Lesa Hill,  
979 218-3685



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**BRIAN BACHMANN PARK**

1 message

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**Jenni Bounds** <jennib@century21bcs.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 7:54 AM

I am all for the name change. Brian was a great friend of mine. He kept me calm during my coaching experience, when I had mothers in my face because their child didn't get to do what he wanted. He was always out there, he could see the passion in his smile when watching the kids play. It didn't matter if it was his child or not, he had a love for them all and was proud of each and every one.

Constable Bachmann was a true and genuine caring person. He didn't have the fake compassion like many do. I truly believe he needs to be honored and naming this park after him seems the best way. Kids and sports were one of his main passions.

Please rename the park!

If you have any questions please feel free to contact me.

**V/R**

**Jenni Bounds**

REO Office Manager

Office: (979)764-2100 ext. 229

jennib@century21bcs.com or reoteam@century21bcs.com

**Susan Hilton, Realtor, CRP, e-Pro, NRBA****Century 21 Beal, Inc.****404-H University Drive East****College Station, TX 77840**

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CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Petition to rename Southwood Athletic Complex**

1 message

**Eisele, Bill** <Bill-Eisele@tamu.edu>

Mon, Sep 3, 2012 at 8:16 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

Cc: AE &lt;akv123@aol.com&gt;

To whom it may concern,

We wanted to take a moment to write an email in support of the petition to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". We believe this would be a great opportunity for the city to commemorate the tremendous impact Brian has had on our community.

Sincerely,

Bill and Amanda Eisele

9306 Chadwick Lane, College Station, TX

979-696-2262



CSLL Bachmann <brianbachmannpark@gmail.com>

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**support for the name**

1 message

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**Don Smith** <dr-smith@tamu.edu>

Sun, Sep 2, 2012 at 11:08 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I totally support the naming of the facility in the honor and memory of Brian. Please see that this is accomplished!

Dr. Don Smith, P.E.

Department of Industrial & Systems Engineering

ETB Building 4th Floor MS 3131

Texas A&M University

College Station, Texas 77843-3131



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**New Name**

1 message

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**Brad Evans** <bradevans@grace-bible.org>  
To: brianbachmannpark@gmail.com

Sun, Sep 2, 2012 at 11:57 AM

I had the privilege for several years to be a manager and a coach in the College Station Little League. I strongly support the proposal to rename Southwood Athletic Complex to Brian Bachmann Athletic Complex.

Sincerely,

Brad Evans

Brad Evans (bradevans@grace-bible.org)

Pastor of Family and Care Ministries

Grace Bible Church

700 Anderson

College Station, TX 77840-3251

(979) 693-2911

www.grace-bible.org



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**RE: Brian Bachmann Park Proposal**

1 message

**Troy Davidson** <ags9495@hotmail.com>  
 To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 11:07 PM

CSLL,

My son played T-ball on the team Brian Bachmann coached and that his daughter also played on. I was an assistant coach with Brian and he did a great job getting our kids excited about the sport. His enthusiasm for coaching was as genuine as it was contagious. My wife, kids, and I would love nothing more than to see "Southwood Athletic Complex" renamed to "Brian Bachmann Athletic Complex."

Sincerely,

Troy Davidson

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Date: Fri, 31 Aug 2012 19:35:19 -0500  
 To: ags9495@hotmail.com  
 Subject: Brian Bachmann Park Proposal  
 From: brianbachmannpark@gmail.com



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community. The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to brianbachmannpark@gmail.com in show of support from the baseball community. Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause.

If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Support**

1 message

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**Browne, Stefanie** <Stefanie.Browne@rentsysrecovery.com>

Sun, Sep 2, 2012 at 9:29 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

Myself and my family support the renaming of the complex. It would forever honor what Brian meant to the community but also what all the law enforcement people mean to our community and life. He would stand not only for himself but for all.

God Bless  
Stefanie Browne



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachman Athletic Complex**

1 message

**Warren Cohn** <warren.cohn@hotmail.com>

Sat, Sep 1, 2012 at 9:55 PM

To: brianbachmannpark@gmail.com

City of College Station,

I recommend renaming the Southwood Athletic Complex to the Brian Bachman Athletic Complex. I served with Brian on the CSLL Board a few ago and also attended church with him. He served as a team leader during CUMC's Junior United Methodist Mission Project (JUMMP) earlier this summer. My son was on his team and had a great experience serving others and following Brian's example. Brian's commitment to our community and youth is an example we should strive to emulate. Renaming the complex in his honor is a fitting tribute to this man of service.

Regards,

Warren Cohn



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian**

1 message

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**Todd Maraist** <toddmaraist@gmail.com>

Sat, Sep 1, 2012 at 10:16 PM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I was touched by his kind efforts when I coached for the first time. I did not ask for help, he just came and offered. I am in full favor of the commentating the park to him. God bless his family. I know where his soul is.  
Thanks for your consideration.  
Todd Marsist

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

## Rename Complex

1 message

---

**Kim Lingren** <klingren@gmail.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 8:04 PM

Brian was a wonderful addition to our community. He was involved in his community showing kids the type of person they should all grow up to become for our community to be a better place to live, work, and play. He was a fixture at our school even though his children did not attend there, he was a fixture at Little League helping teach a love of the game to many youngsters, and he was a fixture in our hearts. Please rename the Southwood Athletic Complex in his honor to encourage others to follow in his footsteps and continue his legacy of making this community better and better each day.

Thank you,  
Kim Lingren



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian**

1 message

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**markafly@aol.com** <markafly@aol.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 8:14 PM

Yes! We were just talking about this last week. Thinking they could name at least a field but this is way better! He was my Son's coach one year and my son never forgot him and Brian would always come up to him no matter what team he was on and always talk to him :) Also, Colby is my Youngest daughter's best friend

He was one of the nicest guys to be around. And was so dedicated to all the kids in baseball this would be an honor to be able to help get this done on his behalf!

Mark A. Fly  
7003 River Place Ct  
College Station, TX  
77845



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Renaming of bball complex

1 message

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**ROBERT HERRING** <rsherring@msn.com>

Sat, Sep 1, 2012 at 9:09 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

This is such a wonderful idea and great way to honor Brian and his family. He is the perfect name for the complex because of his values, community service, and true heart. Way to go CSLL!

Shannon Herring



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachmann Park**

1 message

**Karen M. Beathard** <kbeathard@tamu.edu>

Sat, Sep 1, 2012 at 9:01 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

Howdy,

Please accept this email confirming my support of the College Station Little League (CSLL) to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". I certainly agree that this name change and kind act will "commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community." I also think that it will make our community proud to do something positive for his family.

Thank you for considering my request.

Sincerely,

Karen Beathard



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Re: Brian Bachmann Park Proposal**

1 message

**SRRSAFE@aol.com** <SRRSAFE@aol.com>

Sat, Sep 1, 2012 at 9:31 AM

To: Brianbachmannpark@gmail.com

I coached with/against Brian for several years as my youngest son and Colby are the same age. If anyone exemplified true sportsmanship, putting the kids first and overall integrity, it was Brian Bachmann.

Steve Rians

In a message dated 9/1/2012 12:19:29 A.M. Central Daylight Time, Brianbachmannpark@gmail.com writes:



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community.

The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to [brianbachmannpark@gmail.com](mailto:brianbachmannpark@gmail.com) in show of support from the baseball community. Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause.

If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!

Steven R. Rians  
Regional Manager-SAFE  
TXL SCR-G-1734091



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Absolutely

1 message

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**Jeffrey Haas** <haas615@hotmail.com>

Sat, Sep 1, 2012 at 10:15 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I am in 100% in favor to renaming the complex. Would also love to see a statue erected in honor of him.

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachman athletic complex**

1 message

**Scott & Amy Kiser** <scottamyjake@mac.com>

Sat, Sep 1, 2012 at 10:11 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I would love for the name to be changed to the Brian Bachman athletic complex!!!! He was such a wonderful roll model for kids....from him standing in uniform helping kids cross safely in the mornings at forest ridge elementary to coaching kids at the ballpark. This would be such a honor to his legacy and to his family.

Amy Kiser

Sent from Amy's iPhone!



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Park Name**

1 message

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**Ted Whitmer** <tedwhitmer04@yahoo.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 10:28 AM

Brian Bachmann was a great man, a great competitor and so gracious. When I look at his name on the Southwest Fields it will remind me about how coaching and the game of youth baseball should be approached. If the fields could talk they would agree that it would be an honor to have his name on the complex.

As a side note, Brian Bachmann coached a team to a tie against my clearly superior team. I had almost all the all-stars and he had very little that would make the all-star team. He competed with grace, and I believe wanted to see all the kids on the field excel, not just his.

I give a heartfelt endorsement to naming the complex after him.

--  
**Ted Whitmer**, MAI CRE CCIM Attorney  
CERTIFIED USPAP INSTRUCTOR  
2508 Merrimac Ct.  
College Station, TX 77845

Phone & email  
979.690.9465  
979.987.2530 (F)  
ted@tedwhitmer.com

Websites  
[www.appraiserdefense.com](http://www.appraiserdefense.com)  
[www.tedwhitmer.com](http://www.tedwhitmer.com)



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian Bachmann Park**

1 message

**John Campbell** <jfcampbell2@suddenlink.net>

Sat, Sep 1, 2012 at 10:32 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I am writing in total support of the petition to rename Southwood Athletic Complex to Brian Bachmann Athletic Complex. I work in the Pct. 1 Constable Office and have known Brian throughout most of my 33 years of police work. He had a never ending passion for both his community and baseball. He especially loved little league and sharing his passion with the kids. What I found most impressive was how he cared for the kids by teaching them fundamentals of the game but most importantly how he wanted each one to have fun and enjoy the game. Brian set the perfect example of how a person should serve his community through his dedication towards both adults and children. I can truly say that I am honored to have known Brian and am very proud to wear the constable's uniform of the office he represented. Those of us in the Constable's office loved and respected him enough that we will continue his legacy by serving in the same capacity that he planned-honesty, integrity, and professional service to all. It would also be a great honor and tribute to see his name represented at a facility he loved so deeply. I respectfully ask that this request be accepted. Thank you do much.

John Campbell.

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Yes

1 message

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**bradybullard@suddenlink.net** <bradybullard@suddenlink.net>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 10:44 AM

This a fantastic idea and I fully support it. Brian went out of his way to personally help me and my family and answer questions for us on multiple occasions.

He loved baseball and I know his son loves baseball.

This should be a no brainer and my family and friends fully support this idea.

Thank you,  
Brady Bullard

Sent via mobile (Please excuse brevity and typos)



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Brian Bachmann Park

1 message

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**Cohen, Noah** <NCOHEN@cvm.tamu.edu>

Sat, Sep 1, 2012 at 10:46 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Our family supports renaming the southwood athletics park to Brian Bachmann Park in honor of a fallen hero.  
Thanks - Chris, Fiona, Ethan, and Noah Cohen



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**re name the park!**

1 message

**Scott Blom** <Scott.Blom@militaryministry.org>

Sat, Sep 1, 2012 at 11:22 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I served on the LL board with Brian during 2006-07, I have not met a person in the city who is more committed to making this community stronger by investing in the youth. My voice says 100% re-name Southwood to Bachmann Park...

Sincerely,

Scott Blom



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Support of Brian Bachmann park**

1 message

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**Caley Lee** <leec@navasotaisd.org>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 12:10 PM

I did not know Mr. Bachmann, but my sons play little league and I know how important volunteers are to the program. I fully support renaming the Southwood Complex to the Brian Bachmann Athletic Complex.

Caley Lee  
302 Onyx Dr  
College Station, TX 77845



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Support of Brian Bachmann Park

1 message

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**sdcashion** <sdcashion@aol.com>

Sat, Sep 1, 2012 at 12:08 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

The Jarrod Cashion family is in full support of renaming the SWV Complex to the Brian Bachmann Park! He was a fine father, husband, friend, coach & community member. We believe this is a wonderful way to honor honor his memory.

Shannon Cashion

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Re: Brian Bachmann Park Proposal**

1 message

**Andy Hansen** <superaggie71@verizon.net>

Sat, Sep 1, 2012 at 12:42 PM

To: College Station Little League &lt;brianbachmannpark@gmail.com&gt;

I thought of this the day of the funeral driving by the complex and was going to call the Mayor. Our kids played with Colby and he and his family were there a lot. I think it is a fitting memorial! Andy

**From:** College Station Little League  
**Sent:** Friday, August 31, 2012 7:35 PM  
**To:** superaggie71@verizon.net  
**Subject:** Brian Bachmann Park Proposal



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community.

The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to [brianbachmannpark@gmail.com](mailto:brianbachmannpark@gmail.com) in show of support from the baseball community. Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause.

If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian Bachmann Athletic Complex**

1 message

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**Mack Burke** <mburke.aggie@gmail.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 1:03 PM

Hi,

I am writing this email to provide my upmost support to the renaming of "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". My son (Fisher Burke) has played baseball at Southwood Athletic Complex since moving to College Station in 2005. Brian was also a member of the men's group I attended at Christ United Methodist and was an integral member of the College Station community. Changing the name to Brian Bachmann Athletic Complex would honor him, his family, and his contributions to the community as a public servant.

Best Regards,  
Mack



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Support for Brian Bachmann Athletic Complex

1 message

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**Sheila Dotson** <sdotson41@gmail.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 1:18 PM

I support the effort to rename Southwood Athletic Complex the Brian Bachmann Athletic Complex. Brian is a true hero to our community and it would be very fitting for him to be recognized in this capacity.

My children had the honor of participating in baseball with Coach Bachmann and he was an excellent coach and sportsman.

Sheila Dotson



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Bachmann Park

1 message

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**Candace Carroll** <dancandycaseycarroll@yahoo.com>

Sat, Sep 1, 2012 at 3:35 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I believe renaming Southwood to Bachmann Park would be a great way to show respect and commemorate a man who spent his days and gave his life serving our community.

Candace Carroll

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

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## I support Brian Bachmann Park

1 message

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**Danny Daniel** <ddaniel@danielstarklaw.com>

Sat, Sep 1, 2012 at 3:40 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Please register my support for renaming the Southwood Athletic Complex to Brian Bachman Park in memory of a great man and public servant.

Danny Daniel

[www.danielstarklaw.com](http://www.danielstarklaw.com)



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Ballpark

1 message

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**Jason Storm** <stoney671@gmail.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 1:27 AM

What a fitting way to show gratitude for Brian Bachmann. The Storm Family proudly supports this



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Support for Brian Bachmann Park

1 message

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**Andrew Acock** <acock1@slb.com>

Sat, Sep 1, 2012 at 6:45 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Dear Sir / Madam,

I would like to voice my support to rename Southwood Fields to Brian Bachmann Athletic Complex. This would be a fitting tribute to the memory of Brian and the work he was doing for the community and baseball.

Yours Sincerely

Andrew

Andrew Acock

Schlumberger North America Land

BDM Unconventional Resources

Telephone: 979 224 1524



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachmann Park**

1 message

**Della Stephenson** <dellastephenon@hotmail.com>

Sat, Sep 1, 2012 at 7:40 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

Dear CSLL,

Our family definitely votes Yes to rename the Southwood Athletic Complex in memory of Brian Bachmann and his love of encouraging children and youth through sports. I think we saw Brian and his son Colby at the ballpark every game we had last year. It will be an honor for the city to have a park named after such a fine gentleman.

Thank you,

Della Stephenson

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

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## changing park name

1 message

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**Shonda Rogers** <shondarogers@gmail.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 8:53 AM

I think it is a wonderful idea to rename southwood park to the suggested brian bachman park name – a nice tribute to a man who contributed a lot to the community.

Shonda Rogers



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachmann Park Proposal**

1 message

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**Katherine Massey** <katherinem@century21bcs.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 8:50 AM

Good morning,

My family and I are in strong favor for renaming the Southwood Athletic Complex to the Brian Bachmann Athletic Complex. Brian was a person who loved this community and when asked to do anything for his community he always stepped up and gave a helping hand. The idea of renaming the park in honor and memory of such a loving, caring and giving man is one of the BEST!!!

Thank you,

**Kathy Massey**  
**Realtor®**

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**Century 21 Beal, Inc.**  
**404 H University Drive East**  
**College Station, TX 77840**  
**Office (979) 764-2100**  
**Cell (979) 777-3399**  
**Fax (979) 764-0421**  
**kathym@century21bcs.com**



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

## Re: Brian Bachmann Park Proposal

1 message

**Kevin and Suzanne Griffin** <kgriffinfam@suddenlink.net>

Sat, Sep 1, 2012 at 1:16 AM

To: College Station Little League <brianbachmannpark@gmail.com>

To whom this may concern:

The Griffin Family is very much in favor of this recent proposal to rename Southwood Athletic Complex to the "Brian Bachmann Athletic Complex" in the near future in his honor.

I personally had the privilege of coaching Little League together with Brian in 2009. We quickly became friends. Winning was not number one priority on our team, however helping to produce young men of character with a respect for the game and others was.

Brian had a subtle way of building up people and boosting the self confidence in those around him on and off the field.

His son Colby was an awesome young man to coach and carries many of his fathers fine characteristics, including toughness.

Brian really was that great person many have recently spoke about and without question deserves this honor. The last time I spoke with Brian we were about to go on a vacation, he was quick to offer to drive by and check on our home every day

at least twice while we were gone and he was really serious about it. He said if he could'nt get by himself everyday he would get someone to go in his place.

That's just one example of who Brian was.

Kevin Griffin

— Original Message —

**From:** College Station Little League

**To:** kgriffinfam@suddenlink.net riffin

**Sent:** Friday, August 31, 2012 7:36 PM

**Subject:** Brian Bachmann Park Proposal

1600 Rock Prairie Rd  
College Station, TX 77845

CollegeStationLittleLeague.com



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community.

The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to brianbachmannpark@gmail.com in show of support from the baseball



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Support to Rename Park

1 message

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**Kayce Kieschnick** <cory.kayce@gmail.com>

Fri, Aug 31, 2012 at 10:12 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I think this a fantastic idea. Brian Bachman Athletic Complex would truly exemplify his dedication to the community.

Cory and Kayce Kieschnick

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Wonderful idea**

1 message

**Daniel Bettiol** <dannybettiol@gmail.com>

Fri, Aug 31, 2012 at 11:39 PM

To: brianbachmannpark@gmail.com

I coached with and against Brian during our son's Little league baseball careers and I found him to be not only an honorable gentleman, but also a positive influence in the development of each of our young players.

Brian held extra practices for those who wanted to improve their skills, but he never disparaged those who just wanted to play for the fun of the game.

He was a fine example of Character and Integrity for our youngsters, but he never hesitated to get down to the level of the players and have some fun, too. What I liked best about Brian was his youthful exuberance. He was just another Little leaguer who had grown up.

I fully endorse this idea of naming the Southwood Athletic Complex after such a fine gentleman and community leader.

Dr. Daniel Bettiol  
College Station



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Please Rename Southwood Athletic Complex**1 message

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**Michael Tepera** <mtepera@gmail.com>  
To: brianbachmannpark@gmail.com

Fri, Aug 31, 2012 at 9:52 PM

City,

I support the proposal to rename Southwood Athletic Complex to Brian Bachmann Athletic Complex. Let's honor this man's service to our city and make his wife and children proud.

Regards,  
Michael Tepera  
Little League Coach



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Bachmann Field**

1 message

**Connie Appelt** <connieappelt@gmail.com>

Fri, Aug 31, 2012 at 9:38 PM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I can not think of a better way to honor Brian Bachmann than by renaming the Southwood Athletic Complex after him. Coach Bachmann coached our son's team in the Spring of 2009. I have never met a finer person. Coach Bachmann loved baseball but more importantly loved the kids he coached. He was well respected by all the parents and adored by the kids. He will be forever missed in our community. I pray the board makes a glorified decision!

Sincerely,  
Connie Appelt

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Request to rename Athletic Complex for Brian Bachmann**

1 message

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**Katy Lane** <katylane02@gmail.com>  
To: brianbachmannpark@gmail.com

Fri, Aug 31, 2012 at 9:07 PM

Dear Mr. Neeley,

I am a wife, mother of two, and current resident of College Station. My family and I returned in April after four long years away. Shortly after moving to Arizona, my husband and I quickly realized we wanted to get back to College Station to raise our children in a community with strong character and values. After finding a place to live, my next mission was to find out about extracurricular activities for our children. Upon several recommendations, we eagerly waited for August 1st to arrive so we could sign our son up for his first season of tee-ball with the College Station Little League.

Just a few weeks later, the community suffered a great loss. In the weeks following, I have learned many wonderful things about Constable Bachmann. Friends and strangers have shared about his faith, his love for his family and his heart for and service to our community. I think it would be a tremendous show of gratitude and a wonderful honor to rename the "Southwood Athletic Complex" to the "Brian Bachmann Athletic Complex." It would also allow children to continue to be touched by Mr. Bachmann as they learn of the great man for whom the complex is named.

Thank you for your consideration.

Katy Lane '02  
979.492.9351  
katylane02@gmail.com



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**(no subject)**

1 message

**Lee Fowler** <lfowler80@yahoo.com>

Fri, Aug 31, 2012 at 9:05 PM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

When I read the proposal to have Southwood renamed the Brian Bachman Park I welled with tears and thought "what a perfect way to honor this fine human being".

I knew Brian from the baseball fields and enjoyed many long pleasant conversations with him. He was filled with honor and decency and was a father that all men could model after.

I STRONGLY support the idea of renaming Southwood park in honor of Brian Bachman.

Sincerely with a heavy heart,

Lee Fowler

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Brian Bachmann Park

1 message

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**Joe hoffman** <hoffmanjb@yahoo.com>

Fri, Aug 31, 2012 at 8:22 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Howdy, I think it is a great idea to rename the Southwood Athletic Complex to the Brian Bachmann Park. Not only was Brian heavily involved in our Little League but many other areas of the community as well.

Thanks, Joe, Sara, Luke, Grant, Sammy and Karsten Hoffman

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## Honoring Brian Bachmann

1 message

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**Amy Fontenot-Hanks** <fontenot03@hotmail.com>  
To: brianbachmannpark@gmail.com

Fri, Aug 31, 2012 at 8:19 PM

I think renaming the Southwood Athletic Complex to the Brian Bachmann Athletic Complex would be an excellent tribute to such an amazing man who dedicated his life to our community. I knew Brian because he worked with my husband on the Brazos Valley Narcotics Task Force about 10 years ago. One of my favorite memories of Brian was when he invited us to go watch his son Colby play T- Ball at that very Athletic Complex. He was so proud watching his little boy playing ball. It's a memory that always brings a smile to my face!  
I hope the City accepts the petition.

Amy Hanks



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachmann Park**

1 message

**Rodney Horrell** <rh2030ad@gmail.com>

Fri, Aug 31, 2012 at 8:11 PM

To: brianbachmannpark@gmail.com

I would like to support the idea of Brian Bachmann Park. He has been a pillar of our community, who has stood for what is right and just. Renaming the park after him would not only be a noble tribute to all he stood for and his family, but would tell our children that what he stood for matters to College Station.

Thank you for considering this request,

Rodney Horrell  
College Station, TX



CSLL Bachmann <brianbachmannpark@gmail.com>

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**(no subject)**

1 message

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**Hudson, Karen L** <khudson@opsa.tamu.edu>

Fri, Aug 31, 2012 at 7:38 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Great idea! Wonderful man who was a community man. Met him over and over again at the car show in wellborn!  
Love the idea and I have had two children in CSLL.

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Regarding Name Change of Southwood Athletic Park**

1 message

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**Jarrek Hartsell** <jlhartsell@gmail.com>  
To: brianbachmannpark@gmail.com

Fri, Aug 31, 2012 at 8:00 PM

I think it is an absolutely perfect idea to rename the Southwood Athletic Complex in honor of Constable Brian Bachmann. Brian was a great man and very much an asset to this community.

What better way to continue his legacy than to rename the complex after him. The name is currently geographic and not tied to anyone else so should be no issue in that respect. Two big thumbs up in favor of this motion.

Cheers

A handwritten signature in black ink, appearing to read "JHartsell".

**Jarrek Hartsell**

(979)204-7700 c

(979)696-8888 o





CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

## Renaming of field

1 message

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**Chad Hanks** <hanksca@hotmail.com>

Fri, Aug 31, 2012 at 8:06 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

As a citizen of College Station and having a son playing in College Station Little League, I fully support the renaming of Southwood Athletic Park to honor Brian Bachmann's memory. I have known Brian and his family for years and Brian was truly one of the best. Brian and I worked together at the Brazos Valley Narcotics Task Force and his integrity, values, and dedication to his community were immeasurable. Off duty, it was always nice to see Brian's smiling face at the ball park. He loved sports and helping the local kids succeed. Brian gave his life for this community and this would be a wonderful way of remembering a true warrior.

Sincerely,

Chad A. Hanks

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

## Support for Petition

1 message

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**Newcomb, Jessica** <jnewcomb@mays.tamu.edu>

Mon, Sep 3, 2012 at 1:56 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I wholeheartedly support the petition. Brian was a family friend who cared for everyone around him. I can think of no better way to remind future players of how to live with courage and character than to do so through the renaming the "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex."

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*Jessica Newcomb*  
Graduate Business Career Services  
Mays Business School, Texas A&M University



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Brian Bachmann**

1 message

**Alicia Hutchins** <aliciahutchins@tees.tamus.edu>

Mon, Sep 3, 2012 at 1:39 PM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I am writing regarding the proposed name change from Southwood Valley Athletic Complex to Brian Bachmann Park.

I was honored to have known Brian Bachmann. His passion for his friends and family and this community radiated from him. He had a servant's heart and always looked for ways to better others, especially kids. I know on many occasions he contacted my husband, who works with A&M baseball, to get tickets, souvenirs, etc. to encourage kids to stay in school and do their best. He loved the game of baseball and even when his own son was no longer playing he still continued to serve on the board to better Little League and the opportunities for our future players. Brian loved this community and spent countless hours of his own time volunteering for little league, schools, etc. He died doing what he loved, serving others.

I would like to recommend to the City of College Station, as a resident of this city, as well as a parent to a former little league baseball player, that the board consider renaming Southwood Valley Athletic Park, Brian Bachmann Park. I believe as much as renaming this complex would honor Brian's name and family – having his name associated with these fields would be an honor to our city.

Thank you for your consideration.

Alicia Hutchins

Alicia Hutchins

Employee Benefits Representative

TEES HR



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian Bachmann**

1 message

**Clay Cunningham** <cunninghamclay@yahoo.com>

Mon, Sep 3, 2012 at 10:09 AM

To: "brianbachmannpark@gmail.com" &lt;brianbachmannpark@gmail.com&gt;

I would like to say I am completely in favor of honoring such a good man and father by renaming the Southwood Complex after Brian.

Our family met Brian about seven years ago while he was coaching our son's little league team. Never have we experienced a coach with such an attitude of acceptance and patience with all his players. Brian had a true love for helping them develop both their baseball skills and life lessons. We had the privilege of being around the Bachmann family for several years as our children played sports together and never did I experience Brian waver a bit from his love and dedication in supporting both his children and the children of our community. Brian was truly one of the best! A true gentleman and friend of the community. Please honor the memory and example of a man who saw each and every encounter as an opportunity to make a difference in a life.

Humbly,

Clay Cunningham  
979-255-8111 mobile  
cunninghamclay@yahoo.com



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Brian Bachmann**

1 message

**Mark Mangum** <mmangum@twelvebaseball.com>

Mon, Sep 3, 2012 at 8:45 AM

To: brianbachmannpark@gmail.com

I didn't know Brian very well, but we were acquaintances. It seemed uncommon to me that the first time we met he gave me a card and told me to let him know if there was anything he could do for our baseball team/organization.

Now I get it. Not because of the emotion that comes with hearing that one of our officers has been killed, but because his offer to me was only a drop in the bucket when it came to Brian's contribution to this community.

Mark Mangum

Director of Development Programs  
Twelve Baseball Academy  
www.twelvebaseball.com

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CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**(no subject)**

1 message

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**Jennifer Fountain** <penlady.jennifer@gmail.com>

Mon, Sep 3, 2012 at 8:58 AM

Reply-To: penlady@aggienetwork.com

To: brianbachmannpark@gmail.com

We support the petition for the City of College Station to rename the "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex." We feel it appropriate to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community.

Jennifer and Jeff Fountain  
& son Benjamin, a *Little League* participant  
4106 Tiffany Trail  
College Station



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**vote for park**

1 message

**Amy McNamara** <amymcnamara@hotmail.com>

Mon, Sep 3, 2012 at 10:25 AM

To: brianbachmannpark@gmail.com, Amy McNamara &lt;amymcnamara@hotmail.com&gt;

My name is Amy McNamara & I vote to name SWV park...Brian Bachmann Park. I have served on CSLL Board & both my boys, Tanner & Tyndall, have played CSLL regular seasons & all stars as well. Brian was a huge blessing to all the fans & players. A practice this Spring I dropped off both my boys for Tyndall's practice at W.S. & I ran to Target. During practice it began to rain as the team & coaches left. I was inside Target unaware it was raining. Brian stayed w/ my boys & called me to let me know practice was rained out. He saved the day for us!

-----  
Amy L. McNamara  
E: amymcnamara@hotmail.com  
C: (979) 224-3309



CSLL Bachmann <brianbachmannpark@gmail.com>

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**Park**

1 message

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**Cheryl S. Kocman** <ckocman@tamu.edu>

Mon, Sep 3, 2012 at 10:08 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I think this is a wonderful idea and I whole-heartily support this.

*Thanks,*

*Cheryl Kocman*



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Bachmann Park

1 message

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**Costello, Yvonne** <ycostello@tamu.edu>

Mon, Sep 3, 2012 at 8:51 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

We highly encourage, support and appreciate the renaming of Southwood to honor Constable Bachmann



Yvonne M. Costello  
Texas A&M University Police  
Communications Coordinator  
979-845-2345 (voice)  
979-845-2347 (fax)  
ycostello@tamu.edu



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Re: Brian Bachmann Park Proposal**

1 message

**Brandon Claborn** <bclaborn@hardwooddesigns.net>

Mon, Sep 3, 2012 at 8:51 AM

To: College Station Little League &lt;brianbachmannpark@gmail.com&gt;

I am in total support of renaming "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex"!

Thanks you!

Brandon Claborn

On 8/31/12 7:22 PM, "College Station Little League" <brianbachmannpark@gmail.com> wrote:

Good evening, College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community. The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to brianbachmannpark@gmail.com in show of support from the baseball community. Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause. If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Support

1 message

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**Gina Cook** <gina@txcyber.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 11:48 AM

We are in support of the renaming of Southwood Athletic Complex to Brian Bachmann Athletic Complex.

Gina and Scott Cook



CSLL Bachmann <brianbachmannpark@gmail.com>

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**(no subject)**

1 message

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**Loren Marietta** <lorenmarietta@yahoo.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 1:13 PM

I think it would be great to honor Brian and the Bachmann family in using his namesake to rename the Southwood Athletic Complex.

Loren Marietta



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Brian Bachmann Athletic Complex

1 message

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**Joe Shafer** <joeshafer88@gmail.com>  
To: brianbachmannpark@gmail.com

Mon, Sep 3, 2012 at 4:03 PM

To whom it may concern:

I support the renaming of "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex".

Sincerely,

Joe A. Shafer

3787 Cedar Ridge Drive

College Station, Texas 77845

joeshafer88@gmail.com



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Renaming

1 message

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**Keith Francis** <kfrancis@expressseed.com>

Tue, Sep 4, 2012 at 6:38 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I support this effort and think it would be a great memorial.

**Keith Francis**

Twelve Baseball



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Support FOR Renaming Southwood Complex

1 message

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**Damon Lazarine** <dalazarine@gmail.com>  
To: brianbachmannpark@gmail.com

Tue, Sep 4, 2012 at 9:07 AM

My family is in support of the CSLL's efforts to rename the complex in honor of Brian Bachmann.



CSLL Bachmann <brianbachmannpark@gmail.com>

---

**Support for Renaming Southwood Athletic Complex" the "Brian Bachmann Athletic Complex".**

1 message

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**Gorman, Dennis M.** <Gorman@srph.tamhsc.edu>  
To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Tue, Sep 4, 2012 at 11:04 AM

I think that this is an excellent idea.

Dennis Gorman



CSLL Bachmann <brianbachmannpark@gmail.com>

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**Brian Bachmann Park**

1 message

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**lorin@nnu.com** <lorin@nnu.com>

Tue, Sep 4, 2012 at 2:41 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I support this proposal.

Thank you,

Lorin Catalena



CSLL Bachmann <brianbachmannpark@gmail.com>

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**(no subject)**

1 message

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**Charles Rugh** <charlierugh@yahoo.com>

Sun, Sep 2, 2012 at 3:12 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I fully support renaming Southwood to to Brian Bachman Park.

Charlie Rugh



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**RE: Brian Bachmann Park Proposal**

1 message

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**Barbie Campbell** <barbiecampbell@hotmail.com>  
To: brianbachmannpark@gmail.com

Sun, Sep 2, 2012 at 7:02 PM

Please add our names to the list. We are so happy that this may happen. Brian would be very pleased and honored.

Barbie and John Campbell

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Date: Fri, 31 Aug 2012 19:38:08 -0500  
To: barbiecampbell@hotmail.com  
Subject: Brian Bachmann Park Proposal  
From: brianbachmannpark@gmail.com



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community. The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to brianbachmannpark@gmail.com in show of support from the baseball community. Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause.

If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!



CSLL Bachmann <brianbachmannpark@gmail.com>

---

**<no subject>**

1 message

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**Gordon Carstens** <g-carstens@tamu.edu>

Mon, Sep 3, 2012 at 7:30 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I support this petition.

Gordon

**Gordon Carstens**  
**Department of Animal Science**  
**Texas A&M University**  
**Office: 979-845-5081**  
**Cell: 979-218-8643**



CSLL Bachmann <brianbachmannpark@gmail.com>

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**(no subject)**

1 message

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**Deanne Holmes** <deanne\_holmes@yahoo.com>

Sun, Sep 2, 2012 at 12:52 PM

Reply-To: Deanne Holmes <deanne\_holmes@yahoo.com>

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I support the SW park be renamed The Brian Bachmann Park



CSLL Bachmann <brianbachmannpark@gmail.com>

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**name change**

1 message

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**Inmons** <4inmons@gmail.com>  
To: brianbachmannpark@gmail.com

Sun, Sep 2, 2012 at 8:26 AM

I support the name change



CSLL Bachmann <brianbachmannpark@gmail.com>

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## SWV Athletic Complex

1 message

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**Lee A Roman** <leeannroman@gmail.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 10:07 AM

Good morning.

We would like to show our support in renaming the SWV Athletic Complex in honor of Brian Bachmann.

Matt & Lee Ann Bell



CSLL Bachmann <brianbachmannpark@gmail.com>

---

**(no subject)**

1 message

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**Randy & Angi Roberts** <tech.fans@gte.net>

Sat, Sep 1, 2012 at 11:05 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I support the change of S-wood Athletic complex to Brian Bachmann Athletic Complex.

Sincerely,

Angi Roberts

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Support

1 message

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**Erin Ferris** <erinferris@yahoo.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 6:45 PM

My family and I support changing the name of the Southwood Athletic Complex to the Brian Bachmann Athletic Complex.

Tom, Erin, Will, and Hallie Ferris



CSLL Bachmann <brianbachmannpark@gmail.com>

---

**Yes**

1 message

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**Venette Bradham** <BRADHAM98@aol.com>

Sat, Sep 1, 2012 at 6:55 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I agree to change the name to Brian Bachmann Park.

Sent from my iPhone  
Venette Bradham



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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**Re: Brian Bachmann Park Proposal**

1 message

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**kristinallen1212@yahoo.com** <kristinallen1212@yahoo.com>  
To: brianbachmannpark@gmail.com

Sat, Sep 1, 2012 at 8:03 AM

What a great honor!!

Sent via the HTC Vivid™, an AT&T 4G LTE smartphone

— Reply message —

From: "College Station Little League" <brianbachmannpark@gmail.com>  
To: <kristinallen1212@yahoo.com>  
Subject: Brian Bachmann Park Proposal  
Date: Fri, Aug 31, 2012 7:22 pm



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community.

The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to brianbachmannpark@gmail.com in show of support from the baseball community.

Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause.

If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!



CSLL Bachmann <brianbachmannpark@gmail.com>

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## I Support Renaming the Park

1 message

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**John M. Davidson, D.V.M.** <topkick96@verizon.net>

Sat, Sep 1, 2012 at 8:44 AM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I am in full support of a lasting tribute to Brian.

John M. Davidson DVM

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Fully support!

1 message

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**Email** <dechism@aol.com>

Fri, Aug 31, 2012 at 11:02 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Rename park

1 message

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**Gordon Carstens** <g-carstens@tamu.edu>

Fri, Aug 31, 2012 at 11:21 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Support

1 message

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**Kristal Floyd** <kristalfloyd@gmail.com>

Fri, Aug 31, 2012 at 10:02 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

We support the naming of the park!

Thank you!

Kristal Floyd,

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Support of Southwood athletic field name change

1 message

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**Carrie Scott** <cscott@js-studies.com>

Fri, Aug 31, 2012 at 9:33 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I am absolutely in support of changing the field name!!!  
Carrie Scott



CSLL Bachmann <brianbachmannpark@gmail.com>

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## I support this!

1 message

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**Dennis McMillin** <dennismcmillin@hotmail.com>

Fri, Aug 31, 2012 at 9:03 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Rename SWV to Brian Bachmann Park.

Dennis McMillin  
979-777-7270



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

**Re: Brian Bachmann Park Proposal**

1 message

**Katherine Havel** <texaggie@hotmail.com>

Fri, Aug 31, 2012 at 8:25 PM

To: College Station Little League &lt;Brianbachmannpark@gmail.com&gt;

Great idea!!!

On Aug 31, 2012, at 7:33 PM, College Station Little League&lt;Brianbachmannpark@gmail.com&gt; wrote:



Good evening,

College Station Little League (CSLL) has joined forces with numerous friends and supporters of the Brian Bachmann family to petition the City of College Station to rename "Southwood Athletic Complex" to "Brian Bachmann Athletic Complex". Our intention is to permanently commemorate his loyalty, dedication, courage and character and the tremendous impact he has had on our community.

The CSLL Board of Directors will be sending a letter to the City Manager next week reflecting on Brian's contributions to our community through Little League. We would appreciate you joining in our effort by sending a message to [brianbachmannpark@gmail.com](mailto:brianbachmannpark@gmail.com) in show of support from the baseball community.

Please feel free to include any personal experiences you have had with Brian or simply indicate your support of the cause.

If possible, we'd appreciate your message by Tuesday, September 4th, so that we can include it with our letter to the City by mid-week. If all goes as planned, our children will play baseball at the Brian Bachmann Athletic Complex in the near future. Please join us in this special effort!



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Rename southwood

1 message

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**chrisandjennifer2** <chrisandjennifer2@att.net>

Fri, Aug 31, 2012 at 8:31 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

This is a great idea to honor a great man.

Chris white

Father multiple little league kids



CSLL Bachmann <brianbachmannpark@gmail.com>

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## Brian Bachmann Park

1 message

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**BO MILES** <milesconstruction@gmail.com>

Fri, Aug 31, 2012 at 8:19 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

I love it. What a great way to honor him.

Bo Miles

Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

---

## Support

1 message

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**Gail Lazarine** <bglazarine@gmail.com>

Fri, Aug 31, 2012 at 7:31 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

The Lazarine family totally supports the endless contributions Brian made to this community and the renaming of the athletic complex.

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

---

## Renaming complex

1 message

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**Christen Sharpe** <christensharpe@gmail.com>

Fri, Aug 31, 2012 at 7:31 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Cc: Brad Sharpe <brad@ellisonlaw.com>

The Sharpe family is 100% in support of this fantastic idea and wonderful gesture and honor to such an amazing person, friend, dad and husband.

My best-  
Christen  
Sent from my iPhone



CSLL Bachmann <brianbachmannpark@gmail.com>

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**(no subject)**

1 message

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**Curtis Kaiser** <kaiserdds@verizon.net>

Fri, Aug 31, 2012 at 8:05 PM

To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Please consider changing the name to Brian Bachmann park. It's the least we can do for such a great person.

Curtis Kaiser

Sent from my iPhone



CSLL Bachmann &lt;brianbachmannpark@gmail.com&gt;

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## renaming of Southwood

1 message

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**Outback 4418 - College Station, TX** <obs4418@outback.com>  
To: "brianbachmannpark@gmail.com" <brianbachmannpark@gmail.com>

Fri, Aug 31, 2012 at 8:00 PM

I agree with the proposal to rename Southwood Athletic.

Tap Bentz

Proprietor Outback Steakhouse

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This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to this e-mail message or by telephone (813-282-1225), then delete this message and any attachments from your system. Thank you.

Dear City Manager Neeley,

Brian Bachmann was the father of Colby, who is in the Youth Group at Christ United Methodist Church. As members of the youth group, we support the effort to rename "Southwood Community Park," to, "Constable Brian Bachmann Community Park."

Constable Bachmann coached many of us in the Youth Group not only in baseball or soccer, but in Jesus Christ and how to be a faithful servant. Mr. Bachmann served in our Youth Group and went on mission trips with our middle school youth in cities all around the area. He served as a group leader for 3 years, doing things from painting houses to building wheelchair ramps.

Mr. Bachmann was also an usher at our church. Every Sunday he would either be passing the offering plates around, handing out bulletins, or serving communion. It inspired our youth group to see someone who cared about our church family as much as he cared about his own. We believe that God put him in our lives for a reason, which was to teach us how to become a faithful servant of Christ.

As you have heard in the previous letters, you know that Constable Bachmann was a coach on our local little league teams, and served on the College Station Little League Board as a Safety Officer. He would always make the main focus of the game about having fun. To him, nothing was more important than that, not even winning.

In conclusion, we believe that it would be appropriate to rename the "Southwood Community Park," to, "Constable Brian Bachmann Community Park." The signatures attached are signatures from our Youth Group who support the effort for the changing of the name.

Sincerely,

The Youth Ministry at Christ United Methodist Church

*Stacy & Warren Colvin*  
*Debbie Dennis*  
*Henry Dairing*  
*Janak Harp*  
*Walter & Campbell*  
*Janice Vaekmar*  
*Emily Lambert*  
*Bethany Dennis*  
*Jay May*  
*Cindy Morris*  
*Wilson J. Hart*  
*Ruthy Boring*  
*Scott*  
*John + Kelli Davis*  
*Lena Blum*  
*Julie Johnson*  
*Janet Carter*  
*Robert Hoop*  
*288*

Karly Paquespa

Jiffomy  
Barnett

Carrie C. Campbell  
Kerry Scott

Matt  
Eckhart

Marcy Kahich

JP Scott

Tyler Ri

Maryi Childers

Loreen Hunt

Paul Ross

Mattie Lightfoot

Anna  
Bridges

Aimee  
Gladay

Kathigh W.

Matthew Arthur

Madelyn  
house

Rihly  
McGhee

Winn  
Blume

Amanda  
Schmiediche

Paul Blum

Kelli Levey

Allen Lambert

Ronnie Jackson

Kevin  
Rund

**October 25, 2012**  
**Regular Agenda Item No. 2**  
**Comprehensive Plan and Unified Development Ordinance Annual Reviews**

**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 on the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO). (Joint Meeting of the City Council and the Planning & Zoning Commission)

**Relationship to Strategic Goals:** Applicable to all Strategic Initiatives

**Recommendation(s):** Staff recommends that Council and Planning and Zoning Commission accept the review and provide any relevant direction to aid staff in the implementation of the Comprehensive Plan.

**Summary:** The Unified Development Ordinance calls for an annual review of the Comprehensive Plan, which was adopted by the City Council in May 2009. The review is organized by the main topics of the Plan, and assesses significant actions and accomplishments during the past year, obstacles or problems in the implementation of the Plan, and how the obstacles might be overcome in the future.

The annual review of the Unified Development Ordinance is required by the ordinance to provide for an on-going effort to keep the development codes of the City of College Station current and relevant. The last annual review was considered by City Council on October 27, 2012. Included as an attachment is a list of amendments to the UDO since the last review and pending amendments.

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

**Attachments:**

1. Annual Review of the Comprehensive Plan and Unified Development Ordinance will be provided at the meeting.

**October 25, 2012**  
**Regular Agenda Item No. 3**  
**Economic Development Agreement between**  
**the City of College Station and Texas Hotel Management, L.P. for the**  
**extension of Normand Drive**

**To:** David Neeley, City Manager

**From:** Randall Heye, Economic Development Analyst

**Agenda Caption:** Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and Texas Hotel Management, L.P. to support a specialized health hospital with the extension of Normand Drive.

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

**Recommendation:** Staff recommends that Council approve the proposed economic development agreement.

**Summary:** On January 12, 2012 City Council approved the rezoning of 17.07 acres located at 1401 Arnold Road to Planned Development District. The permitted non-residential use on the site includes hospitals, medical clinics, and other similar uses. The site is located within the College Station Medical District and adjacent to the College Station Medical Center.

Since early spring of this year, staff began working with a prospect to locate a needed specialized health hospital to the College Station Medical District. The prospect has selected six acres of the above referenced property as its preferred location contingent upon accessibility to the site and an agreed upon sales price with the existing property owner. The prospect is anticipated to make a new investment of \$10 million and provide 200 new full-time equivalent positions with an annual payroll of more than \$7.6 million.

In order to ensure the six acres are sold to the economic development prospect and to stimulate development on the entire 17.07 acres, staff is recommending the City enter into an economic development agreement with the existing property owner. This agreement is for the existing property owner to design and construct the necessary offsite extension of Normand Drive adjacent to the 17.07 acres and to complete the fee simple sale of six acres to the prospect. In exchange, the City will agree to pay up to a maximum amount of \$300,000 of costs associated with the design and construction of the offsite project.

**Budget & Financial Summary:** \$165,000 comes from bond funds set aside for future oversize participation needs. \$135,000 comes from funding previously received from the College Station Medical Center for the extension of Normand Drive.

**Attachments:** Economic Development Agreement

**ECONOMIC DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE  
CITY OF COLLEGE STATION AND TEXAS HOTEL MANAGEMENT, L.P.**

This Economic Development Agreement is entered into by and between the City of College Station, Texas, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to as "City"), and Texas Hotel Management, L.P., a Texas Limited Partnership (hereinafter referred to as "Developer").

WHEREAS, City is authorized and empowered under applicable Texas laws pertaining to economic development to aid in the development of commercial enterprises and redevelopment projects within the geographic boundaries of the City and its extraterritorial jurisdiction by offering economic and other incentives to prospective new, developing, and expanding businesses pursuant to Chapter 380, Texas Local Government Code; and

WHEREAS, City actively seeks economic development prospects in College Station through participation in and establishment of an economic development program including the making of loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, City desires to stimulate business and commercial activity within the future Medical District Area near and along the length of Rock Prairie Road and the State Highway 6 area for development and redevelopment under its economic development program; and

WHEREAS, City has determined that Developer's development plans for its approximately 17 acre tract of land located within the proposed Medical District area of the City and including the extension of an approximately 400 foot extension of Normand Drive will stimulate business and commercial activity within the City as further depicted in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Developer has expressed its intent and desire to make certain improvements in furtherance of its development including the approximately 400 foot extension of Normand Drive; and

WHEREAS, Developer is a qualified economic development prospect under City's economic development policies that qualifies for a grant of money, and Developer is willing to improve the 400 foot length of Normand Drive right-of-way as hereinafter set forth meeting the goals of the City's economic development program;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, City and Developer agree as follows:

## ARTICLE I. DEFINITIONS

1.1 "Approved Plans" means the plans and specifications that meet the requirements of this Agreement, the City of College Station Codes and Ordinances and any other applicable laws and that have been submitted to, reviewed and approved by the City of College Station relating to the Project.

1.2 "Effective Date" means the date on which this Agreement is approved by both parties.

1.3 "Final Completion" means that all the work on the Project has been completed, a written guarantee of performance for a one year maintenance period has been provided, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the Developer as required, all Letters of Completion and other City documentation have been issued for the Project, all reports have been submitted and reporting requirements have been met, and Developer has fully performed any other requirements contained herein.

1.4 "Financial Records" means the bid tabulations, invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, audit report records, accounts, proof of payment and any and all other reports, files or other documents relating to the Project.

1.5 "Letter of Completion" means a letter issued by the City Engineer stating that the design and construction of public improvements conforms to the plans, specifications and standards contained in or referred to in the City of College Station Unified Development Ordinance.

1.6 "Project" means the design, construction, and project management of an approximately 400 foot extension of that one certain roadway known as Normand Drive beginning at Rock Prairie Road within designated right-of-way continuing southward as a minor collector public street as depicted in Exhibit "A" attached hereto and made a part hereof and as contained in the City's Unified Development Ordinance. Such 400 foot extension shall include all associated improvements relating thereto, including a deceleration lane, drainage improvements relating to the 400 foot extension, reconstruction of adjacent parking lot as well as any and all other improvements associated with said portion of road extension as may be mutually agreed upon by the parties. The Project is a component of a larger public infrastructure project of Developer's which includes the above described 400 foot extension and a longer extension of Normand Drive and Arnold Drive on and across the Property, as depicted in Exhibit "A".

1.7 "Property" means that approximately 17 acre tract of land located along Rock Prairie Road and as and as further depicted in Exhibit "A".

## ARTICLE II. DEVELOPER OBLIGATIONS

Developer must perform the following in order to participate in City's economic development program as set forth in Article III below:

## 2.1 Design, Construction, and Project Management of Project.

A. Design and Construction. Developer agrees to perform or ensure the performance of the design and construction of the Project through Final Completion including issuance of a Letter of Completion and in accordance with the terms and conditions of this Agreement. The Project may be a component of a larger project by Developer provided that the costs associated with the Project remain separate and identifiable.

B. Right to Inspect Documents and Work. Developer agrees to share with City its bid documents both before and after award of a design and construction contract for the Project. Developer understands that the City's economic development program in the form of a grant of money by City pursuant to this Agreement is contingent upon being able to account for those costs incurred by Developer attributable only to the Project. In the event the Project is a component of a larger project by Developer, Developer has the sole responsibility for accounting for Project funds separately, and City shall have the right to withhold all or part of its grant in the event it determines it cannot reasonably discern such costs separately.

Developer agrees and understands that City may inspect the Project improvements for compliance with the Approved Plans during design and construction. In the event that it is determined by City that any of the work or materials furnished is not in strict accordance with the Approved Plans, Developer understands that City may withhold some or all of its grant until the nonconforming work conforms to the Approved Plans or terminate this Agreement at City's election, after giving Developer written notice to Developer of the specific items of nonconforming work, and an opportunity within a reasonable time, not to exceed 30 days, for Developer to cure the nonconforming work, without any further liability.

C. Independent Contractor. Developer shall be solely responsible for selecting, supervising, and paying the design and construction contractor(s) or subcontractors for the Project and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and design and construction retainage. The parties to this Agreement agree and understand that all contractors, subcontractors, agents, employees, volunteers, personnel and materials furnished or used by Developer in the design and construction of the Project shall be the responsibility of Developer and shall not be deemed employees or agents of City for any purpose.

D. Payment for materials and labor. Developer shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and ensuring that no claims or liens of any type will be filed against any property owned by City, including public right-of-way, arising out of or incidental to the performance of any obligation pursuant to this Agreement. In the event a

statutory lien notice is sent to City, Developer shall, where no payment bond or letter of credit covers the work, upon written notice from the City, immediately obtain a bond or letter of credit at its expense and hold City harmless from any losses that may result from the filing or enforcement of any said lien notice.

E. Applicable Rules Apply. This Agreement does not alter, amend modify or replace any other requirements contained in the City's Code of Ordinances, Unified Development Code, or other applicable law. Developer agrees to comply with all applicable rules.

F. Platting Requirements. Prior to commencement of the Project, Developer agrees to meet all City platting requirements, including showing both on site and off site public improvements relating to Developer's development of the Property and relating to the Project.

G. Affidavit of Bills Paid. Prior to the issuance of a Letter of Completion of the improvements relating to the Project, Developer shall provide City a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which Developer has been notified. Such affidavit shall be in a form as substantially set forth in Exhibit "B" which is attached hereto and incorporated by reference.

2.2 Sale of Property. Developer agrees that it must have completed its fee simple sale of an approximately six acre portion of the Property to Strategicbh-College Station, LLC, a Delaware corporation authorized to transact business in the State of Texas, within one hundred eighty (180) days after the date hereof, in order for Developer to be eligible for City's economic development program as set forth in this Agreement and to provide a letter to City certifying same as of the date of such letter. Developer agrees that it shall provide any other information available relating to this requirement upon the reasonable request by City.

### **ARTICLE III. CITY INCENTIVE PAYMENT**

City's economic development program for Developer shall be a grant given to Developer as an incentive payment as set forth herein. Subject to the terms and conditions of this Agreement, the City does hereby agree to pay to Developer the actual costs of constructing the Project including without limitation, materials, labor, contractor's fees, engineering fees, testing and inspections, and other costs directly and reasonably necessary to design and construction of the Project but excluding any and all Project costs arising from legal claims or litigation threatened or actually asserted, up to a maximum monetary amount of \$300,000; provided, however, that the maximum monetary amount granted to the Developer by the City may not in any event exceed 30% of the total cost of the Developer's larger public infrastructure project as described in 1.6 herein. The City shall make a one-time payment in the afore-described amount if Developer constructs the Project, sells the Property and performs all other requirements as set forth in Article II above and generally with all terms of this Agreement. City's payment shall be made pursuant to the Texas Prompt Payment Act.

## **ARTICLE IV. REPORTING AND CERTIFICATION REQUIREMENTS**

4.1 Developer Reporting Requirements. The Developer shall be required to meet the following reporting requirements ("Reporting Requirements"):

A. Schedule of the Project. Developer shall submit to City a time schedule of the Project through Final Completion within 120 days from the Effective Date of this Agreement. Additionally, Developer shall promptly notify City in writing if its Project is delayed, behind schedule or if the Project schedule is revised in any substantial way.

B. Access to records. Developer, during normal business hours, shall allow City reasonable access to its Financial Records related to the Project. The confidentiality of such records and information shall be maintained by City unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

4.2 Certification Requirements. Under Chapter 2264 Texas Government Code, Developer represents that it has submitted the required certification that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the City, the Developer, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the amount of the grant from the City with interest, at the rate of 5% according to the terms provided by the Agreement under Section 2264.053, but not later than the 120<sup>th</sup> day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Developer of the violation. City may exercise all rights to enforce this recovery as allowed by Subchapter C of Chapter 2264 or any other laws. This Section 4.2 shall survive any termination of this Agreement.

## **ARTICLE V. ASSIGNMENT**

5.1 This Agreement may not be assigned by Developer without the express consent of the City Council of the City. Assignment for the purposes of this Agreement means any change in ownership in whole or in part. This Agreement shall be binding on Developer's heirs, assignees, and successors-in-interest. Developer must be able to demonstrate that any assignee must have a net worth equal to or greater than the Developer for the purpose of developing the Project on the Property in accordance with this Agreement. An authorized assignment within the term of this Agreement shall not relieve the Developer of performance under this Agreement.

5.2 Any assignee must unconditionally agree in writing to assume all rights and obligations of Developer under this Agreement. No consent given by City to any transfer or assignment of Developer's rights or obligations hereunder shall be construed as consent to any other transfer or assignment.

## ARTICLE VI. TERM AND TERMINATION

6.1 Term. This Agreement begins on the Effective Date and unless expressly provided for otherwise herein, terminates on the second anniversary of such Effective Date.

## ARTICLE VII. INDEMNITY

7.1 Developer agrees to and shall indemnify, hold harmless and defend City, its officers, agents, and employees from and against any and all claims, demands, expenses, liability, losses, damages, causes of action, and suits of every kind, including all reasonable expenses of litigation, court costs, expert fees and reasonable attorney's fees, for injury to or death of any person, for damage to any property, or its failure to abide by all applicable environmental laws, rules and regulations arising out of or in connection with this Agreement and Developer's obligations hereunder including design and construction of the Project and sale of the Property contemplated by this Agreement.

## ARTICLE VIII. RELEASE

8.1 Developer releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, expenses, liability, losses, damages, causes of action and suits of every kind, including the cost of defense thereof, for any injury to or death of, any person, whether they be any of the parties hereto, their employees or other third parties, and any loss of or damage to property, whether property of any of the parties hereto, their employees, or of third parties, or their respective failure to abide by all applicable environmental laws, rules and regulations that is caused by or alleged to be caused by, arising out of, or in connection with this Agreement and Developer's obligations hereunder including design and construction of the Project and sale of the Property contemplated by this Agreement.

8.2 By entering into this Agreement, the City does not consent to suit, waive its governmental immunity, waive any limitations as to damages contained in the Texas Tort Claims Act or waive any remedies it may have lawfully available to it pursuant to applicable law.

## ARTICLE IX. NOTIFICATION

9.1 Any notice sent under this Agreement except as otherwise expressly required shall be written and mailed by certified mail receipt, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To Developer:

Texas Hotel Management, L.P.  
Attn: Salim M. Ismail, Director  
P.O. Box 2864  
Bryan, TX 77805  
Facsimile: 979-314-7606

Email: [sismail1004@hotmail.com](mailto:sismail1004@hotmail.com)  
and [texas-hotelmgt@gmail.com](mailto:texas-hotelmgt@gmail.com)

With additional copies to:

Hoelscher, Lipsey, Elmore and Poole, P.C.  
P.O. Drawer DT  
College Station, TX 77840  
Email: [cully@hle.com](mailto:cully@hle.com)

And CapRock Texas  
110 Lincoln Avenue, Ste. 103  
College Station, TX 77840  
Email: [jesse.durden@caprocktx.com](mailto:jesse.durden@caprocktx.com)

To City: City of College Station  
P.O. Box 9960  
College Station, Texas 77842  
Attn: City Manager  
Facsimile: (979) 764-6377  
Email: [cmo@cstx.gov](mailto:cmo@cstx.gov)

Copy to: City Attorney  
1101 Texas Avenue  
College Station, TX 77842  
Facsimile: 979.764.3481  
Email: [crobinson@cstx.gov](mailto:crobinson@cstx.gov)

9.2 Either party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the party.

## ARTICLE X. MISCELLANEOUS

10.1 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

10.2 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the duly authorized representatives of the parties.

10.3 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer the design and construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Brazos County, Texas.

10.4 Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

10.5 Authority to Contract. Each party represents that it has the full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

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

10.7 Representation. Developer represents and warrants that no member of the College Station City Council has an interest in the Project and that the Project is not owned or leased by any member of the College Station City Council. Developer further represents and warrants that no member of the College Station City Council is under contract either directly or indirectly with Developer or its agents, contractors or subcontractors. This representation and warranty shall be in effect for the full term of this Agreement.

10.8 Design and Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of design and construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

10.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, and such invalidity or unenforceability does not destroy the basis of the bargain between the parties, then the remainder of this Agreement and the application of such provisions to others persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.10 Time is of the essence. All parties agree that time is of the essence regarding their respective performance and obligations. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays and weekdays on which the City is not generally open for regular business. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or such a weekday, then that obligation shall be performable on the next following regular business day.

10.11 Third party beneficiary. There are no third party beneficiaries to this Agreement.

10.12 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship among the parties. No party nor their respective past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the design and construction of the Project, sale of the Property or any other party obligations hereunder.

10.13 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

10.14 Further Assurances. Each party hereby agrees that it will take all actions and properly execute all documents necessary to fully carry out the purposes and intent of this Agreement.

List of Exhibits:

- Exhibit "A" Depiction of the Property
- Exhibit "B" Affidavit of All Bills Paid Form

TEXAS HQTEL MANAGEMENT, L.P.

By: 

Name: SALIM ESMAILY

Title: PARTNER

Date: 10/10/12

CITY OF COLLEGE STATION

\_\_\_\_\_  
Mayor

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

ATTEST:

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

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

APPROVED:

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

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

\_\_\_\_\_  
Executive Director, Business Services

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

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

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

Exhibit "A"

Depiction of the Property



Exhibit "B"

Affidavit of All Bills Paid Form

**All Bills Paid Affidavit**

**THE STATE OF TEXAS     §**  
**§**  
**COUNTY OF BRAZOS     §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as "CONTRACTOR" for all work having  
been performed at: \_\_\_\_\_.

The City of College Station, the owner or agent for owner of said property, has contracted with  
CONTRACTOR for work to be performed at the address shown herein and evidenced by separate  
contract, Contract No. \_\_\_\_\_, hereinafter referred to as the "Contract".

CONTRACTOR now testifies that all work has been completed and all materials are in place as  
agreed to in the Contract and that ALL BILLS for labor, materials, and other items CONTRACTOR may  
be responsible for as outlined in the Contract have been PAID IN FULL by CONTRACTOR, except for  
the following:

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

CONTRACTOR agrees and understands that if any BILLS, for any items, which  
CONTRACTOR is responsible for as shown in the Contract, are presented after the signing of this  
AFFIDAVIT, then CONTRACTOR will be liable for prosecution by law, as well as remaining financially  
responsible for full payment of ANY and ALL BILLS.

CONTRACTOR further agrees, by the signing of this AFFIDAVIT, that this statement is true and  
correct, and that this AFFIDAVIT may be used against CONTRACTOR in any and all proceedings at  
law, civil or criminal.

CONTRACTOR Signature: \_\_\_\_\_

IF D/B/A, Show Business Name: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, A.D.

\_\_\_\_\_  
Notary Public in and for State of Texas

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

Exhibit B

**October 25, 2012**  
**City Council Regular Item No. 4**  
**Board & Commission Appointments**

**To:** David Neeley, City Manager

**From:** Sherry Mashburn, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion regarding appointments to the following Boards and Commissions:

- Planning & Zoning Commission

**Summary:** James Benham, a commissioner on the Planning and Zoning Commission, has been declared elected as Councilmember Place 6, and his position on the P&Z will be vacated and must be filled. The person appointed to this position will complete the one-year unexpired term.

Additionally, Craig Hall has resigned, and his position must also be filled. The person appointed to this position will complete a two-year unexpired term.

The CSO has contacted the applicants from this past summer to determine if there is still interest in the appointment. HOA's have been contacted, the vacancies have been noticed on the City website, and were also advertised in the Eagle (newspaper and online). Applications will be made available to the Council before October 25, 2012.

**Financial Summary:** There is no fiscal impact.

**Attachments:** None