

## Table of Contents

Agenda . . . . .	2
Consent No. 2a - Minutes	
Cover Sheet Revised . . . . .	5
Workshop . . . . .	6
Regular . . . . .	12
Consent No. 2b - Phone System Upgrade	
Coversheet Revised . . . . .	18
Presidio Statement of Work. . . . .	19
Phone System Bill of Materials . . . . .	28
Consent No. 2c - Northgate Substation Construction Contract Re-Bid No. 13-051	
Coversheet Revised . . . . .	30
Bid Tabulation Summary . . . . .	31
Consent No. 2d - Blue Cross & Blue Shield Administrative Services Agreement	
Coversheet Revised . . . . .	32
Regular No. 1 - Public Hearing on Vehicle Towing and Storage Services	
Cover Sheet Revised . . . . .	33
Primary Contract with Excel Towing . . . . .	34
Secondary Contract with A-1 Towing . . . . .	51
Regular No. 2 - Ordinance Amendment - Tow Truck & Vehicle Business Regulations	
Cover Sheet Revised . . . . .	68
Amended Ordinance . . . . .	69
Redlined Ordinance. . . . .	74
Regular No. 3 - Public Hearing on 20-ft Public Utility Easement Abandonment – 1401 University Drive East	
Coversheet Revised. . . . .	79
Vicinity Map . . . . .	80
Location Map . . . . .	81
Ordinance. . . . .	82
Ordinance Exhibit . . . . .	84
Regular No. 4 - Recommendation to Name Park Facilities	
Coversheet Revised. . . . .	86
1 - March 12, 2013 Minutes. . . . .	87
2 - Naming of City Facilities & Subfacilities 5 2012 . . . . .	89



**Mayor**  
Nancy Berry  
**Mayor Pro Tem**  
Karl Mooney  
**City Manager**  
Frank Simpson

**Council members**  
Blanche Brick  
Jess Fields  
John Nichols  
Julie M. Schultz  
James Benham

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, April 11, 2013 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:
    - March 28, 2013 Workshop
    - March 28, 2013 Regular Council Meeting
  - b. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Presidio Networked Solutions, Inc. in the amount of \$93,818.99 for services, equipment, software and materials to upgrade the city phone system.
  - c. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Power Secure, Inc., in the amount of \$3,452,856.66, plus owner furnished material of \$1,237,999.00, for a total bonded project requirement of \$4,690,855.66. The rejection of Bid No 13-001 for the construction of Northgate Substation at the Finfeather Road location is also being requested.

- d. Presentation, possible action, and discussion regarding approval for the Administrative Services Agreement with Blue Cross and Blue Shield of Texas for medical, dental and prescription drug plan for calendar year 2013, in the amount of \$423,837.

### **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. Public Hearing, presentation, possible action, and discussion on awarding a primary contract for vehicle towing and storage services to Excel Towing and a secondary contract to Kalinec Towing Co., Inc. dba A-1 Towing.
2. Presentation, possible action, and discussion regarding an amendment to Code of Ordinances, Chapter 4, "Business Regulations", Section 10 "Tow Truck & Vehicle Storage Business Regulations".
3. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 2,722 square foot, 20-foot wide public utility easement located on Lot 3C of the Gateway Subdivision Lots 3A, 3B, 3C, and 3D, Block 1, Phase 3 according to the plat recorded in Volume 9112, Page 138 of the Deed Records of Brazos County, Texas.
4. Presentation, possible action, and discussion regarding a recommendation to name three neighborhood park properties currently known as The Barracks, Castlegate II, Park A, and Castlegate II, Park B.
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, April 11, 2013 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 5th day of April, 2013 at 5:00 p.m.

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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on April 5, 2013 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 \_\_\_\_\_, 2013 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
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.

**April 11, 2013**  
**City Council Consent Agenda No. 2a**  
**City Council Minutes**

**To:** Frank Simpson, Interim City Manager

**From:** Sherry Mashburn, City Secretary

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

- March 28, 2013 Workshop
- March 28, 2013 Regular Council Meeting

**Attachments:**

- March 28, 2013 Workshop
- March 28, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
MARCH 28, 2013

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

Blanche Brick  
Jess Fields, arrived after roll call  
Karl Mooney  
John Nichols  
Julie Schultz, arrived after roll call  
James Benham, arrived after roll call

**City Staff:**

Frank Simpson, City Manager  
Kathy Merrill, 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 4:33 p.m. on Thursday, March 28, 2013 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, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 4:34 p.m. on Thursday, March 28, 2013 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.
- 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
- Tom Jagielski v. City of College Station, Cause No. 12-002918-CU-361, In the 361<sup>st</sup> District Court of Brazos County, Texas
- State v. Carol Arnold, Cause Number 11-02697-CRF-85, In the 85<sup>th</sup> District Court, Brazos County, Texas

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

- Legal advice concerning the contested case hearing for MSW Permit No. 2376.

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

- City Manager

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

- Discuss economic development incentive negotiations with TAMUS

The Executive Session adjourned at 5:59 p.m.

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

**MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to appoint Frank Simpson as City Manager. The motion carried unanimously.

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

Items 2i, 2j, and 2g were pulled for discussion.

**2i:** Lt. Scott McCollum clarified that falcons and hawks were exempted to allow for properly licensed handlers to own raptors.

**2j:** Dave Coleman, Director of Water Services, explained that the contract was not transferrable. He briefly explained the genesis, which began two years ago.

**2g:** Carla Robinson, City Attorney, stated that negotiation of real property is in the process, and this may not be right time to discuss.

**5. Presentation, possible action and discussion regarding the report and recommendations from BerryDunn Consultants regarding analysis of the current City ERP software and recommend alternatives.**

Chad Snow and Keith Damon, with BerryDunn Consultants, reported on the challenges and needs identified during the project. Many City departments are using manual processes to track information outside of SPS, and the inability to drill down to source information including supporting documentation creates numerous challenges. Budget preparation typically involves the use of MS Excel spreadsheets, disparate systems do not promote data sharing. The City needs a system that will automate/integrate existing processes with dashboard capabilities. The City requires a system with contract, project and grant management functionality, along with system-wide attachment capabilities. There should be self-service functionality with user friendly ad hoc reporting/query capabilities.

Two options were presented for the Council's consideration. Option 1 is to implement the newest version of SunGard's ERP software (ONESolution). This option is essentially considered a new software implementation, and implementation costs would be incurred. He noted that not all equivalent modules are available for implementation, and existing challenges may still exist. Option 2 is to issue a Request for Proposal (RFP) for a new ERP System. This would require a competitive procurement process and substantial commitment from City staff, specifically in the development of functional and technical requirements. Existing business practices would also need to be revised.

The implementation timeline would be between 15 and 21 months for Option 1 and between 12 and 36 months for Option 2. Factors to consider include available staffing levels, other City-wide projects underway, and potential third party applications. RFI cost estimates were also provided to the Council.

Based on the business needs and the challenges documented by both BerryDunn and City staff, BerryDunn recommends that the City proceed with Option 2.

Staff recommends accepting the Remediation and Action Plan and to engage Berry \Dunn to develop a contract for next project steps - through identification and contract negotiations with an ERP system vendor, implement project planning activities, including selection and contracting with a Project Manager.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to accept the report and direction to staff to go forward with Option 2. The motion carried unanimously.

The Workshop recessed at 6:56 p.m.

The Workshop reconvened at 8:24 p.m.

## **6. Presentation and discussion regarding the Wellborn Area Plan.**

Matthew Robinson, Senior Planner, reported on the planning process. Preliminary work on the plan began in late 2011. There were seventeen resource team meeting and four area meetings to discuss issues and opportunities, land use concepts, and draft land use/thoroughfare. Design Workshops were conducted in February, and an Open House was held March 5.

The Plan components include four chapters (introduction, community character, mobility, and implementation) and three appendices (existing conditions, thoroughfare capacity analysis, and public input summary). Community character will look at the preservation of community resources, land use and development, zoning, and community design and appearance. Ten land use designations are proposed:

- Wellborn Rural (3-acre + single-family)
- Wellborn Estate (2-acre + single-family)
- Wellborn Estate - Open (2-acre + single-family; cluster to 1-acre)
- Wellborn Preserve (1-acre + single-family)
- Wellborn Preserve - Open (1-acre + single-family; cluster to 20,000 square feet)
- Wellborn Restricted Suburban (20,000 square foot single-family; cluster to 8,000 square feet)
- Wellborn Suburban (5,000 square foot single-family)
- Wellborn Commercial (small-scale commercial)
- Wellborn Business Park (planned industrial office/research)
- Wellborn Institutional/Public

The chapter on mobility will address the street network (type, capacity, safety), bicycle and pedestrian mobility (types of facilities and modifications), and infrastructure/improvements (street maintenance).

The chapter on implementation will provide the timeline, implementation and coordination roles, funding, tasks, and ongoing evaluation.

Future meetings are scheduled for:

- Monday, April 1<sup>st</sup> - Bicycle, Pedestrian, Greenways Board
- Thursday, April 4<sup>th</sup> - Planning & Zoning Commission
- Thursday, April 25<sup>th</sup> - City Council

## **7. Council Calendar**

- **March 29 City Offices Closed – HOLIDAY**
- **April 3 M.B. Zale Lecture & Awards Luncheon “Rodney Faldyn-CEO Academy Sports & Outdoors” Lecture @ Rady auditorium and Luncheon @ Christopher’s (transportation provided from campus), 11:30 a.m.**
- **April 3 Audit Committee Meeting in City Hall Administrative Conference Room, 4:30 p.m.**
- **April 4 P&Z Workshop/Meeting, Council Chambers, 6:00 p.m. (John Nichols, Liaison)**

- April 5 Council Budget/Finance Committee Meeting in City Hall Administrative Conference Room, 1:00 p.m.
- April 5 Chief Elmer Schneider's Retirement Reception at Annenberg Presidential Conference Center Banquet Room, 3:00 p.m.
- April 6 Opening Ceremonies – CS Little League @ Brian Bachman Community Park – 1600 Rock Prairie Road, 10:30 a.m.
- April 11 Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.

Council reviewed the Council calendar.

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

There were no items requested.

**9. 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, BVSWMA, BVWACS, Convention & Visitors Bureau, Design Review Board, Gigabit Broadband Initiative, 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.**

Councilmember Nichols reported on the Brazos County Health Board meeting.

Councilmember Schultz reported on the RVP.

Mayor Berry reported on the MPO and the Compensation & Benefits Committee.

Councilmember Mooney reported on the Council of Governments, BVSWMA, and the CVB.

Councilmember Fields reported on the P&Z.

Councilmember Benham reported on the Gigabit Broadband Initiative.

**10. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:40 p.m. on Thursday, March 28, 2013.

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

ATTEST:

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
MARCH 28, 2013

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

Blanche Brick  
Jess Fields  
Karl Mooney  
John Nichols  
Julie Schultz  
James Benham

**City Staff:**

Frank Simpson, City Manager  
Kathy Merrill, 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 7:07 p.m. on Thursday, March 28, 2013 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.**

**Presentation of appreciation and recognition of the retirement of Texas A&M University Police Chief Elmer Schneider.**

Mayor Berry presented a proclamation honoring TAMU Police Chief Elmer Schneider on the occasion of his retirement.

## **Presentation by the Aggieland Humane Society regarding their donation of Dog Park Equipment.**

Vickie Green, President of the Board of Directors and Kathy Bice, Executive Director, with Aggieland Humane Society, provided a pictorial presentation, depicting the equipment donated by the Aggieland Humane Society for use in the Bark Park at University Park.

## **Citizen Comments**

John Bounds, 9411 Twelve Oaks, reported that he lives directly across from the proposed landfill. He thanked the Council for their service to the community and for their interest in what is happening in the Brushy community. He asked them to join Brushy on April 3 and register as an affected party.

Cora Rogers, 7472 Old Jones Road, asked the Council why do we need two landfills? What will the dump site do to improve the Brushy community? The community has been here 150 years. She stated that money is the root of all evil and asked why are they giving us trash. The trash will also start killing us. She wants to see her grandchildren enjoy coming to the community. But each time someone gives Mancuso money to take their trash, it will be like taking drug money, but will be death money to the community.

Chris Kling, 1502 Laura Lane, reported that he has resided in College station since August 1951. An application has been filed with TCEQ to site a type 4 solid waste facility. The draft permit describes the type of waste and includes medical waste. This is a 111' tall landfill. The location, size, community impact and the type of waste dictate that College Station be involved as an affected party. They can do that until next Wednesday and will be the last opportunity.

Argie Butler, 8783 Vincent Road, spoke on the landfill and voiced her opposition to it. The things going in the landfill will be horrible. No one wants that in their neighborhood. It seems like it is falling on deaf ears and they feel they are not a part of College Station. She asked Council just think about having a landfill in their neighborhood at 111' tall and to consider the germs when the wind blows. It will travel over the city and not remain just in Brushy. If it is contagious, if it causes cancer, you'll breathe it. The community would appreciate having the City as an affected party. The permittee only had to notify those residents within ¼ mile of the dump site, but they will still see it.

## **CONSENT AGENDA**

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

- **March 14,2013 Workshop**
- **March 14, 2013 Regular Council Meeting**

### **2b. Presentation, possible action, and discussion regarding construction contract 13-144 with Elliott Construction, LLC, in the amount of \$2,269,045.00 for Phase 1 of the Bee Creek Sanitary Sewer Trunk Line Rehabilitation, and approval of Resolution 03-28-13-2b, declaring intention to reimburse certain expenditures with proceeds from debt.**

**2c. Presentation, possible action, and discussion regarding approval of a contract, # 13-156, between the City of College Station and Glenn Fuqua, Inc. in the amount of \$1,447,902.83 to construct the Bird Pond Road Rehabilitation Project.**

**2d. Presentation, possible action, and discussion regarding award of a construction contract with Dudley Construction, Ltd. in the amount of \$2,975,669.11 for the Jones Butler Road Extension project.**

**2e. Presentation, possible action and discussion concerning approval of: (1) a ground lease from TAMUS to College Station for property located generally northeast of the intersection of Wellborn Road and University Drive for the purpose of constructing an electrical substation, (2) an interlocal agreement between College Station and TAMU providing the terms and conditions necessary for the construction of an electrical substation on the ground lease site, and (3) a release of an existing right-of-way easement conveyed from TAMUS to College Station by instrument dated August 8, 2006, recorded in Volume 7572, Page 179, of the Real Property Records of Brazos County, Texas.**

**2f. Presentation, possible action, and discussion regarding the award of Bid Tab 13-047 and approval of a contract between the City of College Station and WEG Electric Corp, as bid by KD Johnson in the amount of \$735,545 for the purchase of 25/33/46.6 MVA substation transformer for the new Northgate Substation to be built at the existing TAMU 138 kV Switchyard. This action would authorize the City Manager to execute the contract on behalf of the City Council.**

**2g. Presentation, possible action, and discussion regarding approval of Resolution 03-28-13-2g, authorizing City staff to negotiate for the purchase of right-of-way needed for the University Drive Pedestrian Improvements Project.**

**2h. Presentation, possible action, and discussion on Ordinance 2013-3487, for a City Participation Agreement for water line improvements in the Northpoint Crossing Ph. 1 Subdivision being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$67,101.59.**

**2i. Presentation, possible action and discussion regarding Ordinance 2013-3488, amending Chapter 2 - Animal Control of the City of College Station Ordinances.**

**j. Presentation, possible action, and discussion to approve an agreement for the City to sell reclaimed water to the Pebble Creek Country Club.**

**k. Presentation, possible action, and discussion regarding approval of an ILA transferring surplus radio equipment from the City of College Station to the City of Brenham.**

**l. Presentation, possible action, and discussion regarding the approval of police safety equipment and supplies to Smith & Wesson for \$56,551.35, to GT Distributors for \$100,560.32 for rifle accessories and ammunition, and tactical vests for SWAT, and to ArmorUp, dba Bulletproofme for \$23,220.00 for tactical vests for Patrol.**

Items 2g, 2h, 2i, and 2k were pulled for a separate vote.

Carla Robinson, City Attorney, reported that regarding 2h, the performance bond has not yet been received and approval needs to be conditioned upon receipt of the performance bond in a form acceptable to the City.

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

**(2g)MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 03-28-13-2g, authorizing City staff to negotiate for the purchase of right-of-way needed for the University Drive Pedestrian Improvements Project, contingent upon receipt of the performance bond in a form acceptable to the City. The motion carried.

**(2h)MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3487, for a City Participation Agreement for water line improvements in the Northpoint Crossing Ph. 1 Subdivision being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$67,101.59. The motion carried unanimously.

**(2i)MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, with Councilmember Fields voting against, to adopt Ordinance 2013-3488, amending Chapter 2 - Animal Control of the City of College Station Ordinances. The motion carried unanimously.

**(2k)MOTION:** Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve an ILA transferring surplus radio equipment from the City of College Station to the City of Brenham. The motion carried.

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion on Ordinance 2013-3489, for Budget Amendment #2 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$961,834; increase the number of regular full-time positions in the budget by two (2.0); and presentation, possible action and discussion on one interfund transfer.**

At approximately 7:43 p.m., Mayor Berry opened the Public Hearing.

Jane Cohen, 3655 McCullough Road, spoke against putting a seal coat on McCullough Road. At every meeting on the annexation of Wellborn, it was discussed they wanted to maintain their rural way of life. Part of that discussion was they did not want McCullough to be paved. Letters were to be sent to area residents before anything happened, but the City proceeded with grading

the road without notification. She asked the City to remove this construction contract from the budget amendment and save the City some money.

There being no further comments, the Public Hearing was closed at 7:44 p.m.

**MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3489, for Budget Amendment #2 amending Ordinance Number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$961,834; increase the number of regular full-time positions in the budget by two (2.0); and presentation, possible action and discussion on one interfund transfer. The motion carried unanimously.

**2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3490, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 7.547 acres located at 4080 State Highway 6 South from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan.**

At approximately 8:01 p.m., Mayor Berry opened the Public Hearing.

Jun Lin, 3904 Puffin Way, spoke in opposition to this rezoning request. This is a residential area and will be able to see them from her front yard. She was told this is just a matter of formality and why should she bother. She noted this is a culturally diverse and educated community. She was not part of the original notification. Having a funeral home so close to a residential neighborhood is not thinkable in Chinese culture and is extremely upsetting. To even think of coming this close to a residential area, she has to ask how welcome she is to College Station. If Council does approve this, will area residents have input regarding buffers, etc.

Natalie Ruiz, with IPS Group, spoke on behalf of the applicant. Their long term plan needs more room to grow. The building will not be 15,000 square feet to begin with. They are also requesting some signage and design flexibility. They hired an architect to design something that really fits. They want to bring the tradition of A&M out to Highway 6. They have done everything they can from a landscaping perspective to protect the neighborhood. The modification request is to relocate ten trees along Highway 6 to the main entrance. This will help buffer the neighborhood and address Dr. Lin's concerns. She noted they have quadrupled the number of points required in the landscaping concept.

There being no further comments, the Public Hearing was closed at 8:11 p.m.

Carla Robinson, City Attorney stated that a replacement ordinance was on the dais with two minor modifications and replaces the ordinance in the agenda packet. The applicant submitted a new concept plan as Exhibit "C", attached. The new concept plan adds the phrase "of which 4,350 points are in canopy trees" in two places and these new additions are highlighted on the attached copy. There is also a meritorious modification related to signs to reflect changing the orientation from Highway 6 to being oriented to Longmire Drive.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Benham, the City Council voted six (6) for and one (1) opposed, with Mayor Berry voting

against, to adopt Ordinance 2013-3490, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 7.547 acres located at 4080 State Highway 6 South from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan, as amended. The motion carried.

**3. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3491, vacating and abandoning a 0.10 acre right-of-way, which is located on Lots 3-10 of Block B of the College Heights Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas.**

At approximately 8:21 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:22 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3491, vacating and abandoning a 0.10 acre right-of-way, which is located on Lots 3-10 of Block B of the College Heights Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

**4. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:23 p.m. on Thursday, March 28, 2013.

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

ATTEST:

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

**April 11, 2013**  
**Consent Agenda Item No. 2b**  
**Phone System Upgrade**

**To:** Frank Simpson, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Presidio Networked Solutions, Inc. in the amount of \$93,818.99 for services, equipment, software and materials to upgrade the city phone system.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the contract with Presidio Networked Solutions, Inc. in the amount of \$93,818.99.

**Summary:** The city's phone system was installed in 2005. Although software system upgrades were conducted, the server hardware is obsolete and no longer supported. This project replaces the server hardware, installs the latest stable software version and provides the professional services to assist staff with the upgrade and system configuration and testing.

**Budget & Financial Summary:** Funding is included in the FY13 approved budget for this project (CO 1303). This purchase uses Texas Department of Information Resources Contract DIR-SDD-1386.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Presidio Statement of Work
2. Phone System Bill of Materials

## 1. Detailed Scope of Work

This project will upgrade the existing city phone system hardware and software. The Cisco voice solution upgrade will use Cisco's latest Unified Communications on Unified Computing Solution (UCS) architecture. Specifically:

- Cisco Unity Connection version compatibility with CUCM v8.6
- Cisco Presence version compatibility with CUCM v8.6
- Cisco Emergency Responder compatibility with CUCM v8.6
- Cisco Unified Contact Center Express compatibility with CUCM v8.6

The City will leverage the Cisco UCS solution to support multiple Unified Communications (UC) applications on a single server. These will include the call control (Cisco Unified Communications Manager), voicemail (Cisco Unity Connection), Contact Center (Cisco Unified Contact Center Express), Cisco Unified Presence Server (CUPS); all loaded as a virtual instance on the Cisco UCS servers. This will provide for maximum redundancy, reduced physical requirements and a reduced power requirement to support the unified voice environment. The City will leverage Cisco UCS C series M220 M3 servers that will be purchased for the purpose of the voice upgrade project. One of these servers will be located in the IT services building and the other at the City Hall building.

The Presidio Communications Manager Upgrade Systems Engineering Report for the City of College Station, dated March 4, 2013 is included and incorporated into this document by reference.

### 1.1. *PRESIDIO* Tasks

#### 1.1.1. *Pre-Installation*

- Conduct Execution Phase kick-off and finalize schedule
- Gather remaining details as outlined in this report anything labeled TBD must be provided and completed
- Order equipment any additional equipment if required
- Gather any spreadsheets or other required data
- Ensure all software is available
- Ensure all licenses are available
- Ensure all hardware is available
- Coordinate with COCS and Telcom to ensure customer DIDs are identified and configured, if needed
- In preparation for upgrading Unity 5.0 to Unity Connection 8.6, backup Unity 5.0 using COBRAS

- Perform basic network testing to confirm network location and devices are reachable as required
- Confirm outage and testing windows

### **1.1.2. Phase II – Installing CUCM Cluster**

- Unboxing and staging of network equipment.
  - Confirm all hardware is received
  - Acquire licenses from Cisco.
- Stage equipment in hardware racks.
- Perform installation on UCS hardware.
- Perform VM installation on UCS hardware.
- Install CUCM Publisher on UCS hardware.
- Install CUCM Subscriber on UCS hardware.
- CUCM Configuration
  - Restore data from disaster recovery backup
  - Verify all data was imported successfully
- Install Unity Connection on UCS hardware.
- Install Unity Failover server on UCS hardware.
  - Restore Unity data from COBRAS backup
- Verify failover is configured correctly for both CUCM and Unity.
- Install and Configure Emergency Responder
  - Restore Data from disaster recovery backup.
- Install and configure Failover Emergency Responder server
- Verify failover of Emergency Responder Server
- Install and Configure Jabber server
- Install and Configure Unified Call Center Express (UCCX).
  - Restore Data from IPCC Express
  - Upgrade scripts for version 8.6
- Install and configure Failover Unified Call Center Express (UCCX)
- Verify failover of Unified Call Center Express (UCCX)
- Phase Completion & Acceptance**

### **1.1.3. Phase III – CUCM Cutover**

- Move Cisco Gateways to new CUCM Cluster.
  - Testing of dial-plan / calls between CUCM and PSTN.
- Phone migration to new cluster at all locations.
- Testing of calls between sites
- Testing of phone features.

- SRST Testing at gateway sites.
- Testing of analog gateways (ATA-186, VG224's and VG248s).
- Failover testing of CUCM.
- Failover testing of Unity Connection.
- Testing inbound/outbound calls.
- 911 Testing.
- Coordinate with COCS and Telcom to ensure customer DIDs are migrated during cut-over portion of the project.
- Assist COCS with load balancing between the new Call Managers
- Integrate Call Manager with Active Directory
- Install Cisco Unified Presence Server (CUPS) and configure
- Assist COCS to install new call handling scripts on the UCCX
- Assist COCS with upload of new ERLs to Verizon E911 System
- Assist COCS to install and configure Variphy software on CUCM system
- Jabber Testing (optional during this phase, could be rolled out after cut).
  - AD contact lookup
  - Desktop installation / communicator testing.
  - Messenger testing.

#### ***1.1.4. Phase III – Voice Gateways***

- Assist with inserting additional memory and upgrading devices
- Phase Completion & Acceptance**

#### ***1.1.5. Phase IV – Cisco Unity Connections Voice Messaging***

- Coordinate change window
- Communicate changes to users and the need to setup new voicemail boxes
- Migrate mailboxes from Unity 5.0 to Unity Connection 8.6
- Testing and Acceptance
- Phase Completion & Acceptance**

#### ***1.1.6. Phase V – Cisco Emergency Responder***

- Coordinate change window
- Testing and Acceptance
- Phase Completion & Acceptance**

#### ***1.1.7. Phase VI – Cisco Unified Contact Center Express***

- Coordinate change window
- Testing and Acceptance

- Provide bridge server needed to perform the upgrade
- Phase Completion & Acceptance**

**1.1.8. Phase VII – Project Closure**

- Copy Cisco documentation to CD
  - o Administration Guide
  - o Solutions Reference Network Design
  - o Features Guide
  - o Installation/Upgrade guide
  - o As Built reports from In-Control.
- Meeting with City of College Station
- Phase Completion & Acceptance**

## 1.2. City of College Station Tasks

### 1.2.1. Performed Prior to Beginning Upgrade

- *Presidio and COCS will work together to ensure COCS has what is needed All currently installed Call Manager, Unity, Emergency Responder and IPCC/UCCX DVDs (including Operating Systems needed for Unity and IPCC) will have to be ordered and available before the installation of the UCS C220 servers.*
- *Active Directory will be cleaned up and the corresponding fields: IPPhone will be populated with the correct information prior to the upgrade.*
- *Phones will need to be upgraded from current version (8.1) to the version used by Call Manager 8.6.2 (9.3.1.1) cmterm-7945\_7965-sccp.9-3-1-1 prior to the cutover in order to avoid the CPU/Network intense job of upgrading all the phones at once the night of the upgrade, thus avoiding long downtime, if possible. If this upgrade cannot be accomplished prior to the cutover, the phone version firmware will be upgraded as part of the overall systems upgrade, with Presidio assistance.*
- *Voice Gateways will need to be upgraded to version (15.1.4-M4) c2800nm-adventerprisek9-mz.151-4.M4.bin, flash will need to be upgraded to 256MB from 64MB (MEM2800-256CF=) and Memory will need to be upgraded to 512MB (MEM2851-512D=) in order to be able to fit the upgrade file.*
  - *OTIS 2851*
    - *Current IOS version is 124-2.T2*
    - *Required IOS version is 15.1(4)M4*
    - *Upgrade Requires 512MB RAM and 128MB flash*
    - *Currently has 256MB RAM and 64MB flash*
  - *CH 2851*
    - *Current IOS version is 124-2.T2*
    - *Required IOS version is 15.1(4)M4*
    - *Upgrade Requires 512MB RAM and 128MB flash*
    - *Currently has 256MB RAM and 64MB flash*
  - *PD 2851*
    - *Current IOS version is 124-2.T2*
    - *Required IOS version is 15.1(4)M4*

- *Upgrade Requires 512MB RAM and 128MB flash*
  - *Currently has 256MB RAM and 64MB flash*
- *CommDevVG224-sccp*
  - *Current IOS version is 12.3.6*
  - *Required IOS version is 15.1(4)M4*
- *PD-VG248-1*
  - *Current IOS version is 12.3.6*
  - *Required IOS version is 15.1(4)M4*
- *OTIS-VG248-1*
  - *Current IOS version is 12.3.6*
  - *Required IOS version is 15.1(4)M4*
- *USC-VG248-1*
  - *Current IOS version is 12.3.6*
  - *Required IOS version is 15.1(4)M4*
- *PD-VG248-2*
  - *Current IOS version is 12.3.6*
  - *Required IOS version is 15.1(4)M4*
- *CH-VG248-1*
  - *Current IOS version is 12.3.6*
  - *Required IOS version is 15.1(4)M4*
- *CH-VG248-2*
  - *Current IOS version is 12.3.6*
  - *Required IOS version is 15.1(4)M4*
- *ATA 186*
  - *Required IOS version 3.2.4*

- *Unallocated DNs will be removed from the existing call manager cluster before the backup is taken for the upgrade.*
- *QoS will be configured on the MAN and LAN during roll out of new voice/data vlan scheme.*
- *Cisco Emergency Responder's ERLs will be modified to reflect new vlans and switches before the upgrade.*
- *Cisco Emergency Responder's ALIs will be modified to reflect correct addresses and will be all in CAPS in order to comply with new database requirements.*
- *Cisco Emergency Responder's ERL DID list will be updated to reflect new layout.*
- *Informacast will need to be upgraded to version 8.1*
- *Unused Call Handlers will be removed from Unity before the upgrade.*
- Existing service contract with Singlewire will be used to upgrade to version 8.1
- Upgrade HP switched to most recent version. (15.06.0006 for Core Switches)
- Add new Voice VLANs to the HP switches.
- Verify that additional drops, if required, have been installed.
- Procure and position Cat 5 and fiber patch (LC to LC) and (ST to LC) cords as required.
- Enable multicast on voice VLANs only.
- Configure SFTP server for backing up Communications Manager, Unity Connection, Emergency Responder, Contact Center and Presence Server configurations.
- Provide names of users who will be initially set up for Single Number Reach to Presidio
- Provide names of users who will be initially set up for Unified Messaging to Presidio
- Provide final ERL and ELIN information to Presidio
- Coordinate with Telco for new PRI installation at City Hall
- Coordinate with appropriate departments to determine IPCC script changes to be implemented during cutover
- Provide VPN access to Presidio personnel as needed.
- Provide Presidio a list of Cisco installation media on hand.
- At PD roll connections from VG248-2 to VG248-1
- Flash all current handsets
- Configure and test new DHCP server
- Upgrade all Gateways and VGs with SPEC'd firmware

- *Provide Training Area (switch and demo phones).*

### **1.2.2. Phase I – Installing CUCM Cluster**

- Provide PRESIDIO a suitable work environment to perform upgrades.
- Confirm AD is installed and in production prior to Jabber installation.
- Provide PRESIDIO with correct AD parameters for integration between CUCM and AD (ou, namespace, etc).
- Install UCS in hardware racks.
- Provide Training Area (switch and demo phones).
- Schedule personal to attend training.

### **1.2.3. Phase V – CUCM Cutover**

- Provide PRESIDIO a suitable work environment to perform cutover.
- Assist in SRST Testing.
- Assist in dial-plan testing.
- Obtain non-emergency number for scheduling 911 calls for each location.
- Upgrade Agent Desktops
- Update new server IP addresses on gateways
- Ensure new ERL information configured on switches and provided to Verizon E911 system
- Re-cable all phone switches (physical move from Cisco to HP switches)
- Establish a clear problem escalation path for all users to report issues (COCS Help Desk > IT Dept > PRESIDIO, etc.).
  - Inform users of escalation point of contact.
- Schedule downtimes
  - Inform users of potential system impact

### **1.2.4. Phase VI – Project Closure**

- Meeting with PRESIDIO
- Documentation Received & Project Accepted and Signed Off**

## Bill of Materials

**Title:** UC BoM

**To:** Ben Roper

City of College Station  
1101 Texas 6 Business  
College Station, TX 77840

**From:** Michelle Bailey

Presidio Networked Solutions  
777 E. Sonterra Blvd.  
Suite 300  
San Antonio, TX 78258

**Phone:** (979) 764-3538

**Email:** broper@cstx.gov

**Phone:** 210.424.3943

**Fax:**

**Email:** mbailey@presidio.com

**Account Manager:** Calvin Douglas

#	Part #	Description	Qty	Price	Ext Price
<b>Cisco UC Solution</b>					
1	L-CCX-90-ADDON-LIC	CCX 9.0 ADDON - eDelivery LICENSES ONLY	1	\$0.00	\$0.00
2	CON-ESW-L90ADDON	ESSENTIAL SW CCX 9.0 ADDON - eDelivery LICENSES ONLY	1	\$0.00	\$0.00
3	L-CCX-90-E-PAK	CCX 9.0 autoexpanded eDelivery PAK	1	\$0.00	\$0.00
4	L-CCX-90-A-E-LIC	CCX 9.0 ADDON ENHANCED Seat Qty 1 LICENSE	8	\$693.75	\$5,550.00
5	CON-ESW-LCCX90AE	ESSENTIAL SW CCX 9.0 ADDON ENHANCED Seat LIC	8	\$128.79	\$1,030.32
6	UCSS-U-CCX-E-1-1	UCSS for CCX ENH - 1 user One Year Sub	8	\$55.50	\$444.00
7	MEM2851-512D=	512MB DIMM DDR DRAM for the Cisco 2851	3	\$1,942.50	\$5,827.50
8	PVDM2-32=	32-Channel Packet Voice/Fax DSP Module	1	\$888.00	\$888.00
9	MEM2800-256CF=	256MB CF for the Cisco 2800 Series	3	\$499.50	\$1,498.50
10	VVIC2-1MFT-T1/E1=	1-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	\$793.65	\$793.65
11	UCSC-C220-M3S	UCS C220 M3 SFF w/o CPU, mem, HDD, PCIe, PSU, w/ rail kit	2	\$1,587.30	\$3,174.60
12	CON-SNT-C220M3SF	SMARTNET 8X5XNBD UCS C220 M3 SFF w/o	2	\$190.00	\$380.00
13	UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	8	\$188.14	\$1,505.12
14	UCS-RAID-9266	MegaRAID 9266-8i + battery backup for C240 and C220	2	\$1,143.86	\$2,287.72
15	R2XX-RAID10	Enable RAID 10 Setting	2	\$0.56	\$1.12
16	UCSC-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	2	\$554.44	\$1,108.88
17	UCSC-PSU-650W	650W power supply for C-series rack servers	4	\$349.65	\$1,398.60
18	UCS-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	4	\$493.95	\$1,975.80
19	A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF hot plug/drive sled mounted	8	\$338.55	\$2,708.40
20	UCSC-SD-16G-C220	16GB SD Card Module for C220 servers	2	\$77.70	\$155.40
21	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$0.00	\$0.00
22	N20-BBLKD	UCS 2.5 inch HDD blanking panel	8	\$0.00	\$0.00
23	UCSC-HS-C220M3	Heat Sink for UCS C220 M3 Rack Server	4	\$0.00	\$0.00
24	UCSC-RAIL1	Rail Kit for C220, C22, C24 rack servers	2	\$0.00	\$0.00
25	R-VMW-UC-FND5-K9	Cisco UC Virt. Foundation 5.0 (2-Socket, 32GB vRAM)	2	\$1,386.94	\$2,773.88
26	CON-ESW-UCFND5	ESSENTIAL SW Cisco UC Virt. Foundation 5.0 (2-Socket	2	\$198.75	\$397.50
27	VMW-UC-FND5-SNS	Cisco UC Virt. Foundation 5.0 SnS	2	\$0.00	\$0.00
<b>Total [Cisco UC Solution]:</b>					<b>\$33,898.99</b>

## Services

28	PS-SVC-FF	Fixed Fee for Presidio employee labor Execution and Go-Live: See Proposal for Additional Details.	1.00	\$59,920.00	\$59,920.00
	Deliverable:	Execution and Go-Live			

**Total [Services]: \$59,920.00**

**Sub Total: \$93,818.99**

Texas DIR-SDD-1386 CISCO Networking Equip, Product, Services and Tele Network Services

**Grand Total: \$93,818.99**

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE  
STATE OF TEXAS vendor ID 17605152499

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Presidio Representative

\_\_\_\_\_  
Date

**April 11, 2013**  
**Consent Agenda Item No. 2c**  
**Northgate Substation Construction Contract Re-Bid No. 13-051**

**To:** Frank Simpson, City Manager

**From:** Timothy Crabb, Director of Electric Utilities

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Power Secure, Inc., in the amount of \$3,452,856.66, plus owner furnished material of \$1,237,999.00, for a total bonded project requirement of \$4,690,855.66. The rejection of Bid No 13-001 for the construction of Northgate Substation at the Finfeather Road location is also being requested.

**Relationship to Strategic Goals:**  
Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the contract and authorization for the City Manager to execute the contract.

**Summary:** On March 14<sup>th</sup>, 2013, five bids were received by the Purchasing Department, of which two were letters of "No Bid". The three remaining bids were evaluated by the department, and it was determined the low bid was non-responsive due to material exceptions which were taken. The department is recommending the award of the contract to the next lowest bidder, Power Secure, Inc.

The substation was originally to be located at a TAMU site leased to the City on Finfeather Road (Bid 13-001). Bids were received for Bid 13-001, but a contract was not awarded. At TAMU's request, and being mutually beneficial to the City of College Station, the substation will now be built adjacent to TAMU's 138 kV Switchyard near Agronomy Road and University Drive (FM 60), which is Bid No. 13-051. This change requires Bid No. 13-001 to be rejected.

**Budget & Financial Summary:** This project is budgeted as part of the FY13 Electric Capital Improvements Budget. Funding for the project is budgeted in the Electric Utility Capital Improvements Project Fund. The expenditure for this item is covered by the Northgate Substation Debt Reimbursement Resolution that was approved by Council on 9/27/12. There is no financial impact for rejecting the bids for Bid No 13-001.

**Reviewed and Approved by Legal: Yes**

**Attachments:**

1. Bid Tab
2. A copy of the contract is available in the City Secretary's office



**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-051**  
**"Northgate Substation Construction (Rebid)"**  
**Open Date: Thursday, March 14, 2013 @ 4:00 p.m.**

	Utility Lines Construction Round Rock, TX	Power Secure Midway, FL	Pike Electric Mount Airy, NC
<b>Project A</b>			
CSU Transmission			
Contractor Furnished Labor	\$661,302.75	\$785,800.17	\$1,854,399.26
Contractor Furnished Materials	\$1,124,542.35	\$1,279,010.56	\$613,275.35
Total Owner Furnished Materials			
Total Materials Ordered by Owner but not delivered	\$197,267.00	\$197,267.00	\$197,267.00
Subtotal Project A - CSU Transmission	\$1,983,112.10	\$2,262,077.73	\$2,664,941.61
CSU Distribution			
Contractor Furnished Labor	\$467,066.55	\$455,411.13	\$709,790.00
Contractor Furnished Materials	\$404,679.38	\$523,788.22	\$421,041.29
Total Owner Furnished Materials	\$750.00	\$750.00	\$750.00
Total Materials Ordered by Owner but not delivered	\$896,920.00	\$896,920.00	\$896,920.00
Subtotal Project A - CSU Distribution	\$1,769,415.93	\$1,876,869.35	\$2,028,501.29
<b>TOTAL PROJECT A</b>	<b>\$3,752,528.03</b>	<b>\$4,138,947.08</b>	<b>\$4,693,442.90</b>
<b>Project B</b>			
CSU Transmission			
Contractor Furnished Labor	\$109,674.60	\$85,450.61	\$228,488.95
Contractor Furnished Materials	\$160,594.46	\$172,840.95	\$119,841.91
Total Owner Furnished Materials	\$83,618.00	\$83,618.00	\$83,618.00
Total Materials Ordered by Owner but not delivered	\$29,796.00	\$29,796.00	\$29,796.00
Subtotal Project B - CSU Transmission	\$383,683.06	\$371,705.56	\$461,744.86
CSU Distribution			
Contractor Furnished Labor	\$54,956.90	\$81,477.60	\$179,114.03
Contractor Furnished Materials	\$91,189.26	\$69,077.42	\$54,438.41
Total Owner Furnished Materials			
Total Materials Ordered by Owner but not delivered	\$29,648.00	\$29,648.00	\$29,648.00
Subtotal Project B - CSU Distribution	\$175,794.16	\$180,203.02	\$263,200.44
<b>TOTAL PROJECT B</b>	<b>\$559,477.22</b>	<b>\$551,908.58</b>	<b>\$724,945.30</b>
<b>Grand Total Bid (Contract Amount to Bond)</b>	<b>\$4,312,005.25</b>	<b>\$4,690,855.66</b>	<b>\$5,418,388.20</b>
<b>Grand Total Owner Furnished Material</b>	<b>\$1,237,999.00</b>	<b>\$1,237,999.00</b>	<b>\$1,237,999.00</b>
<b>Contractor's Net Bid</b>	<b>\$3,074,006.25</b>	<b>\$3,452,856.66</b>	<b>\$4,180,389.20</b>
Bid Certification	Y	Y	Y
Bid Bond	Y	Y	Y
Addendum Acknowledged	Y	Y	Y

\*\*\* All totals have been corrected to the written Unit Price \*\*\*

**April 11, 2013**  
**Consent Agenda Item No. 2d**  
**2013 Blue Cross & Blue Shield Administrative Services Agreement**

**To:** Frank Simpson, City Manager

**From:** Alison Pond, Human Resources Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval for the Administrative Services Agreement with Blue Cross and Blue Shield of Texas for medical, dental and prescription drug plan for calendar year 2013, in the amount of \$423,837.

**Relationship to Strategic Goals:** Financially Sustainable City

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

**Summary:** The City's health plan is self-funded and has contracted with Blue Cross and Blue Shield of Texas since 2004 to administer claims. An RFP for claims administration went out in June 2012 and resulted in several proposals. After extensive analysis and continued negotiations, BCBS was chosen with the best proposal, which includes a 4% increase to medical administration and no increase on dental administration from 2012. The prescription drug plan administration has no fee.

**Budget and Financial Summary:** Funds are available in the employee benefits fund.

**Reviewed and Approved by Legal:** Yes

**Attachments:** Administrative Services Agreement documents on file in the City Secretary's Office.

**April 11, 2013**  
**Regular Agenda Item No. 1**  
**Vehicle Towing and Storage Services**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action and discussion of awarding a primary contract for vehicle towing and storage services to Excel Towing and a secondary contract to Kalinec Towing Co., Inc. dba A-1 Towing.

**Relationship to Strategic Goals:** Sustainable City

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

**Summary:** Staff solicited proposals for vehicle towing and storage services in December 2012. In February 2013, Council heard a presentation from Assistant Police Chief Brandy Norris, discussing issues related to the current ordinance governing towing in College Station. Council requested that staff come back to Council with a recommendation during a public hearing so that the wrecker companies would be able to share their thoughts in a public forum.

Staff is recommending approval of a primary contract for vehicle towing and storage services and a secondary contract for extenuating circumstances beyond the primary contractor's control. Eight proposals were received in response to the City's Request for Proposal (RFP). Proposals were evaluated and ranked in accordance with the criteria set forth in the RFP. Evaluated criteria included: qualifications, experience, rates, expenses, technical approach & understanding of the work to be performed, safety record, compliance, claims, litigation, reputation and references.

These contracts are services for city generated tows including those from the Police Department, Fleet Services, or any other City department needing towing services. These contracts do not include services for consent tows or private property tows.

**Budget & Financial Summary:** There is no additional budgetary impact to the city anticipated. The city currently has a budget of \$3000 for fleet vehicle towing. The awarding of these contracts is not anticipated to change the dollar amount budgeted for this. The estimated annual amount paid in tow fees from private vehicle owners is \$199,000, which is the responsibility of the vehicle owner.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Primary Contract for Vehicle Towing and Storage Services with Excel Towing
2. Secondary Contract for Vehicle Towing and Storage Services with Kalinec Towing, Inc., dba A-1 Towing.

**CITY OF COLLEGE STATION VEHICLE TOWING  
AND STORAGE SERVICES CONTRACT**

**PRIMARY CONTRACTOR**

**CONTRACT NO. 13-074**

This is a Non-Exclusive contract by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Excel Towing** (the "Contractor"), for the following work: Vehicle Towing and Storage Services provided by the Contractor as an independent contractor.

**I. TOWING AND VEHICLE STORAGE SERVICES**

**1.1 GENERAL.** In consideration for the compensation stated in this Contract and the opportunity to provide the services in this Contract, the Contractor will be required to provide prompt and adequate towing services, vehicle storage, incident clean up, and related services for consent and non-consent tows, including but not limited to, vehicles involved in accidents, abandoned vehicles, or other vehicles identified by City staff needing to be towed for parking violations; and City-owned vehicle towing.

**1.2 TOWING SERVICES.** Contractor shall be available for services twenty-four (24) hours a day, seven (7) days a week, 365 days a year. Response by a tow truck shall be within a reasonable time, but shall not exceed thirty (30) minutes after notification. All services shall be performed by the Contractor and the Contractor's employees. The Contractor may not assign or subcontract any obligation pursuant to this contract without the City's prior written approval. The Contractor will be responsible for the follow types of tows:

**a. Non-Consent Tow** means any tow of a motor vehicle that is not a consent tow, including an incident management tow. Tex. Occ. Code Ann. § 2308.002. The vehicle owner or operator shall be responsible for payment of the contract rates established in this Contract, unless the vehicle is seized or impounded by the College Station Police department.

**i. Incident Management Tow** means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene. Tex. Occ. Code Ann. § 2308.002.

**b. City-Owned Vehicle Towing.** City-owned vehicles shall be towed to a specified location by the City, most likely to the City's Public Works Fleet Shop located on 2613 Texas Avenue (King Cole Drive), College Station, TX. Contractor must be able to tow mid-size and full-size automobiles, SUV, pick-up trucks, tandem dump trucks, sanitation trucks (front-loader, rear-loader and side-loader), street sweepers, tractor mowers, aerial tower trucks, fire ladder trucks, fire truck engine, hydraulic crane trucks, semi-tractor trucks or 16-passenger vans. The City's largest vehicle weighs 66,000 lbs GVW.

Contractor may need to tow some equipment on a flatbed.

c. **Contractor's Contact Information.** The City must be able to contact the Contractor at the following phone number (s) 979-822-1400, twenty-four (24) hours a day.

**1.3 REQUIREMENTS OF THE CONTRACTOR.** The Contractor shall tow all vehicles in a safe and secure manner. When directed by the City, the Contractor shall remove from the public streets, rights of way, or other places, all vehicles involved in arrests or collisions, or vehicles abandoned or seized pursuant to the laws of the State of Texas or the ordinances of the City of College Station. Unless otherwise directed by the City on the scene, the Contractor shall tow all such vehicles to the Contractor's vehicle storage facility (VSF).

a. **Compliance with all Laws.** Contractor shall comply with all Federal, State and local laws that regulate towing equipment and impoundment, towing, storage, selling or salvaging of vehicles, including but not limited to:

- i. The Code of Ordinances of the City of College Station, as it presently reads or is amended in the future, especially any sections related to vehicle towing or storage.
- ii. All laws and statutes of the State of Texas, including but not limited to Texas Transportation Code and Texas Occupations Code.
- iii. Any applicable Federal laws.
- iv. Contractor shall provide the City with a copy of any and all State and Federal licenses and permits and shall notify the City of any changes and renewals of said licenses and permits.

b. **Contractor Personnel**

- i. Contractor shall provide uniformed wrecker operators. Uniforms shall be clean and have the name of the company and the name of the operator on the outside of the uniform.
- ii. Contractor's operators will not imply they are employees of the City of College Station.
- iii. Contractor and contractor's employees will comply with all state laws and regulations concerning license and registration of vehicles and drivers.
- iv. Contractor's employees will comply with all traffic laws when operating vehicles.

**c. Contractor Equipment**

- i.** Contractor will furnish tow trucks of appropriate size to safely tow any City vehicle which includes passenger vehicles, light & heavy duty trucks, buses, fire trucks, or sanitation trucks.
- ii.** Contractor will furnish a flatbed capable of carrying off-road equipment.
- iii.** Contractor will provide a list of owned and leased vehicles and equipment that will be used in the fulfillment of this contract. Contractor will notify the City within twenty-four (24) hours any time there is a change in the listed equipment and shall send an updated list at the beginning of each term of the Contract.
- iv.** Each tow truck will be equipped with the following miscellaneous equipment: fire extinguisher, tow bar, towing dollies, safety chains, broom, shovel, wrecking bar, tie down straps, sand/absorbing material, reflective traffic safety equipment and floor jack.

**1.4 IMPOUNDMENT AND RELEASE.** The Contractor will act as the City's agent in accordance with all requirements of Chapter 683 Tex. Trans. Code Ann. to dispose of abandoned or seized motor vehicles. All paperwork, forms and notices required to dispose of such vehicles in accordance with all applicable laws through auction shall be the responsibility of the Contractor.

**1.5. CONTRACTOR FACILITIES.** The Contractor will tow and store vehicles at the Contractor's VSF when directed by the City.

- a.** Contractor's VSF must be located within Brazos County and must comply with all building, zoning, and other laws applicable to the type of facility and the jurisdiction in which it is located. VSF are regulated, permitted and inspected by the State of Texas as detailed in the Texas Transportation Code and in Tex. Occ. Code Ann. Chapter 2308. Contractor's VSF must remain in continuous compliance with all laws and regulations.

**i. Location of Contractor's Vehicle Storage Facility:**

Excel Towing  
1804 Finfeather Rd.  
Bryan, Texas 77801  
979-822-1400

- b.** Contractor shall keep and maintain the VSF in an adequately lighted, safe and secure manner and shall properly protect all vehicles located therein. A current security system and a plan for securing vehicles and records shall be maintained during the term of the Contract including any renewal terms.

- c.** The Contractor will provide the opportunity for vehicle owners to remove personal items from their cars, and for appraisals and photographs by insurance agents and body shop specialists.

**1.6. RESPONSE TIME.**

- a. Contractor must furnish the City with one (1) telephone number to be monitored and answered twenty-four (24) hours a day.
- b. Contractor must answer incoming service calls from the City within sixty (60) seconds; otherwise the City reserves the right to engage other towing services to complete the service to the City. Should the City be required to use another towing service, the Contractor must reimburse the City the amount of fees charged for this substitution, which may exceed the charges provided in this Contract.
- c. Response time(s) for tow services shall not exceed thirty (30) minutes per request for service.

**1.7 SITE CLEAN-UP.** At direction from the City, the Contractor shall be responsible for clean up, removal and disposal of any debris (all parts, metal, glass, dirt, small amounts of vehicular fluids, i.e.: oil, gasoline, grease spots). The process for removal and disposal of debris must be in accordance with all environmental laws and regulations.

**II. RATES, EXPENSES & PAYMENT**

- 2.1 Light Duty Non-Consent Tow Fees not to exceed: \$150.00**  
**Medium Duty Non-Consent Tow Fees not to exceed: \$225.00 per hour**  
**Heavy Duty Non-Consent Tow Fees not to exceed: \$350.00 per hour**

a. If the City responds to an accident, incident scene, or disabled vehicle, a Non-Consent tow is a service paid for by the vehicle owner or operator. The Contractor shall send an invoice at the contract rates established in this Contract, to the vehicle owner. The vehicle owner or operator must be advised of the fees before the vehicle is connected, if the owner or operator is able to be advised of the fees.

**2.2 City Vehicle Tow Fees not to Exceed:**

- a. **\$70.00** for mid-size and full-size automobiles, SUV, pick-up trucks
- b. **\$250.00** for tandem dump trucks, sanitation trucks (front-loader, rear-loader and side-loader), street sweepers, tractor mowers, aerial tower trucks, fire ladder trucks, fire truck engine, hydraulic crane trucks, semi-tractor trucks or 16-passenger vans

**2.3 Light Duty City Vehicle Tire Change Fees not to Exceed: No Charge**

**2.4 Light Duty Drop Fees not to Exceed: \$75.00**

a. Contractor shall specify the rates to be charged when a tow truck has "hooked up" a vehicle for towing but releases the vehicle to its owner or operator upon payment of the "drop fee" and does not tow the vehicle, unless the vehicle is seized or impounded by the College Station Police Department. "Hooked Up" means the vehicle is fully prepared for

transport by attachment to a tow truck, lifted in tow position, with tow lights and safety chains attached, and if required placed on a dolly in a raised position and the only action remaining is for the tow operator to drive away.

**2.5 Storage Fee of Vehicles Less than 25' will not Exceed: \$20.00 + 8.25% Sales Tax per day**

**2.6 Miscellaneous Fees as shown in Exhibit C.**

**2.7 No Payment.** The Contractor will receive no payment for the following and similar scenarios:

- a. Failure of the Contractor to arrive on the scene within the specified time and pursuant to the response times contained herein.
- b. Cancellation or termination of the tow request prior to the Contractor's arrival on the scene

**2.8 Payment.** The City will pay the Contractor for City vehicle and seized or impounded vehicle tows. Contractor will submit an invoice to the City within **seven (7)** calendar days of completion of the work and the City's acceptance of the work. The City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt of the invoice.

### **III. RECORDS AND REPORTS**

**3.1. Records.** The Contractor shall keep and maintain complete and updated records on file for all vehicles towed at the request of the City from locations within or outside the corporate city limits of the City of College Station. Such records must include, but are not limited to:

- a. Date and time vehicle was towed
- b. Location from which vehicle was towed
- c. Make, model, and year of the towed vehicle
- d. Vehicle Identification Number (VIN) of the towed vehicle
- e. A general description of the towed vehicle's condition including body damage or missing equipment
- f. Time of vehicle inventory

**3.2 Right of Inspection.** The City reserves the right to inspect the Contractor's records during the contract and retention period for the purpose of determining performance under this Contract. Records must be retained for thirty-six (36) months following the end of the contract term, and any renewals, for the purpose of audit and records retention.

### **IV. TERM AND TERMINATION**

**4.1 Term.** The term of this Contract shall be for a one-year term with the option to renew for two additional one-year terms for a total of three one-year terms.

**4.2 Termination.**

- a. **City.** At any time, the City may terminate this Contract for convenience or cause, in writing to the Contractor. The City shall notify Contractor in writing and the Contractor shall cease work immediately. In the event the City terminates this Contract for convenience, the City will pay Contractor for the services performed and expenses incurred prior to the termination date.
- b. **Contractor.** The Contractor may terminate this Contract by providing ninety (90) days written notice to the City.

**V. INSURANCE, INDEMNIFICATION, & RELEASE**

**5.1 Insurance.** The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list the City of College Station, its officers, agents, employees and volunteers as additional insureds. See **Exhibit A** for insurance requirements. Certificates of insurance evidencing the required insurance coverage shall be attached as **Exhibit B**.

**5.2 Indemnification.** It is further agreed that the Contractor shall indemnify, hold harmless, and defend the City of College Station, its officers, agents, employees and volunteers, 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 or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

**5.3 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

**VI. MISCELLANEOUS TERMS**

**6.1 Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services provided in this Contract. The City shall not control the manner or the means of the Contractor's performance, but shall be entitled to a

quality work product as described in this Contract. The City shall not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Nothing contained herein shall create any employment relationship between the Contractor and the City.

**6.2 Complaints.** The Contractor shall cooperate with any investigation conducted by the City regarding complaints against the Contractor or Contractor's employees, whether or not such complaints arise out of services contemplated by this Contract.

**6.3 Notice.** Official Notices shall be mailed to the addresses below or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses below. Day-to-day communication may be by telephone or electronic mail.

<b>City:</b>	<b>Contractor:</b>
City of College Station	Excel Towing
Attn: Asst. Chief Norris	Attn.: Mr. Vincent Court
P.O. Box 9960	1804 Finfeather
College Station, Texas 77842	Bryan, TX. 77801

**6.4 Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying tax on the materials at the time of purchase.

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

**6.6 Waiver.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.

**6.7 Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.

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

**6.9 Contract Read.** The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.

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

**6.11 Qualified Employees.** Contractor, its employees and associates will perform all the work hereunder. Contractor agrees all of its employees and associates under this Contract will be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely and professional manner.

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

**6.13 Entire Contract.** This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations, or Contracts, either written or oral.

**List of Exhibits**

- A. – Insurance Requirements
- B. – Certificates of Insurance
- C. – Miscellaneous Fees

**EXCEL TOWING**

By: *Vince Court*  
Printed Name: *Vince Court*  
Title: *owner*  
Date: *4-3-2013*

**CITY OF COLLEGE STATION**

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

**APPROVED:**  
*Ann C. Jels*  
City Attorney  
Date: *4-9-13*

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

**EXHIBIT A  
INSURANCE REQUIREMENTS**

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

- I. Standard Insurance Policies Required:
  - A. Commercial General Liability
  - B. Business Automobile Liability
  - C. Workers' Compensation
  - D. Garage Keeper's Liability
    - 1. On Hook Towing
  
- II. General Requirements Applicable to All Policies:
  - A. Only Insurance Carriers licensed and authorized to do business in the State of Texas will be accepted.
  - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - C. "Claims Made" policies are not accepted.
  - D. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits of liability except after thirty (30) days prior written notice has been given to the City of College Station.
  
  - F. The City of College Station, its officers, agents, employees and volunteers, are to be named as "Additional Insured" on the Commercial General and Business Automobile Liability and Cargo policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, employees and volunteers.
  
- III. Commercial General Liability
  - A. General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
  - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.
  - C. Coverage shall be at least as broad as ISO form GC 00 01.

- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
  - E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.
- IV. Business Automobile Liability
- A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
  - B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - C. Coverage shall be at least as broad as Insurance Service Office Number CA 00 01.
  - D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
  - E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Contract. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Contract. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before work commences.
- VI. Workers' Compensation Insurance
- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage Contract 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 Contract is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

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

*"A. Definitions:*

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

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

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

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

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

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

*insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

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

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current Texas Department of Insurance-approved forms, and shall contain the following provisions and warranties:

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

VII. Garage Keeper's Liability

- A. Limit of liability of \$100,000.00 per occurrence with an annual aggregate limit of liability of \$500,000.00
- B. On-hook towing-  
Liability limited to the value of vehicle being towed

**EXHIBIT B  
CERTIFICATES OF INSURANCE**

Primary  
Service Contract 13-074

15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2013

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lorina Espinoza Insurance Agency Farmers Insurance 651 K Avenue Plano, TX 75074	972.516.0212 972.516.0272	CONTACT NAME: Lorina Espinoza PHONE (A/C, No, Ext): 972.516.0212 E-MAIL ADDRESS: lrodriguez1@farmersagent.com	FAX (A/C, No): 972.516.0272
INSURED EXCEL TOWING 1804 FINFEATHER RD BRYAN, TX 77801	979.822.1400	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: MID-CENTURY INSURANCE COMANY	21687
		INSURER B: FARMERS TEXAS COUNTY MUTUAL IN	24392
		INSURER C: TRUCK INSURANCE EXCHANGE	21709
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			604-8016-92	03/02/2013	03/02/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			604-8016-68	03/02/2013	03/02/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			604-8016-0A	03/02/2013	03/02/2014	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001243-80B	03/02/2013	03/02/2014	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CARGO			60480-16-68	03/02/2013	03/02/2014	\$100,000 with \$1,000 deductible
A	GARAGE KEEPERS			604-8016-92	03/02/2013	03/02/2014	\$100,000 with \$1,000 deductible

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

VEH: VIN#'S (07 FORD 0569)(07 KEN 4136)(07 FORD 4216)(07 FORD 6652)(05 KEN 0386)(08 DODGE 8396)(11 FORD 3373)(97 MACK 1875)--

City of College Station is listed as additional insureds for the General Liability and Auto Liability Policy. Additional Insured shall be on a primary and non-contributory basis. A Waiver of Subrogation Rights is provided to all parties listed as an additional insured. (E3306)

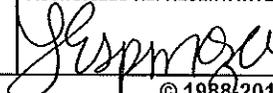
**CERTIFICATE HOLDER**

Additional Insured:  
City of College Station  
P.O BOX 9960  
College Station, Tx 77840

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 Lorina Espinoza

**EXHIBIT C  
MISCELLANEOUS FEES**

Light-Duty Vehicles

1. Use of Dollies	\$50.00
2. Mileage Fee	\$5.00 per mile
3. Remove Drive Line	\$50.00
4. Extra Truck (Light Duty)	\$75.00 per 30 minutes
5. Extra Truck (Medium Duty)	\$225.00 per hour
6. Water Recovery/Extraction	Dive Fees as Billed + 20%
7. Wait Time in Excess of 30 Minutes	\$75.00 per 30 minutes

Medium-Duty Vehicles

1. Extra Manpower	\$30.00 per man, per 30 minutes
2. Mileage Fee	\$6.00 per mile
3. Remove Drive Line	\$75.00
4. Extra Truck (Medium Duty)	\$225.00 per hour
5. Water Recovery/Extraction	Dive Fees as Billed + 20%
6. Wait Time in Excess of 30 Minutes	\$100 per 30 minutes

Heavy-Duty Vehicles

1. Extra Manpower	\$30.00 per man, per 30 minutes
2. Mileage Fee	\$10.00 per mile
3. Remove Drive Line	\$100.00
4. Extra Truck (Medium Duty)	\$225.00 per hour
5. Water Recovery/Extraction	Dive Fees as Billed + 20%
6. Wait Time in Excess of 30 Minutes	\$175 per 30 minutes

**CITY OF COLLEGE STATION VEHICLE TOWING  
AND STORAGE SERVICES CONTRACT**

**SECONDARY CONTRACTOR**

**CONTRACT NO. 13-224**

This is a Non-Exclusive contract by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Kalinec Towing Co., Inc. DBA A-1 Towing** (the "Contractor"), for the following work: Vehicle Towing and Storage Services provided by the Contractor as an independent contractor.

**I. TOWING AND VEHICLE STORAGE SERVICES**

**1.1 GENERAL.** In consideration for the compensation stated in this Contract and the opportunity to provide the services in this Contract, the Contractor will be required to provide prompt and adequate towing services, vehicle storage, incident clean up, and related services for consent and non-consent tows, including but not limited to, vehicles involved in accidents, abandoned vehicles, or other vehicles identified by City staff needing to be towed for parking violations; and City-owned vehicle towing.

**1.2 TOWING SERVICES.** Contractor shall be available for services twenty-four (24) hours a day, seven (7) days a week, 365 days a year. Response by a tow truck shall be within a reasonable time, but shall not exceed thirty (30) minutes after notification. All services shall be performed by the Contractor and the Contractor's employees. The Contractor may not assign or subcontract any obligation pursuant to this contract without the City's prior written approval. The Contractor will be responsible for the follow types of tows:

**a. Non-Consent Tow** means any tow of a motor vehicle that is not a consent tow, including an incident management tow. Tex. Occ. Code Ann. § 2308.002. The vehicle owner or operator shall be responsible for payment of the contract rates established in this Contract, unless the vehicle is seized or impounded by the College Station Police department.

**i. Incident Management Tow** means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene. Tex. Occ. Code Ann. § 2308.002.

**b. City-Owned Vehicle Towing.** City-owned vehicles shall be towed to a specified location by the City, most likely to the City's Public Works Fleet Shop located on 2613 Texas Avenue (King Cole Drive), College Station, TX. Contractor must be able to tow mid-size and full-size automobiles, SUV, pick-up trucks, tandem dump trucks, sanitation trucks (front-loader, rear-loader and side-loader), street sweepers, tractor mowers, aerial tower trucks, fire ladder trucks, fire truck engine, hydraulic crane trucks, semi-tractor trucks or 16-passenger vans. The City's largest vehicle weighs 66,000 lbs GVW.

Contractor may need to tow some equipment on a flatbed.

**c. Contractor's Contact Information.** The City must be able to contact the Contractor at the following phone number (s) 979-822-6043, twenty-four (24) hours a day.

**1.3 REQUIREMENTS OF THE CONTRACTOR.** The Contractor shall tow all vehicles in a safe and secure manner. When directed by the City, the Contractor shall remove from the public streets, rights of way, or other places, all vehicles involved in arrests or collisions, or vehicles abandoned or seized pursuant to the laws of the State of Texas or the ordinances of the City of College Station. Unless otherwise directed by the City on the scene, the Contractor shall tow all such vehicles to the Contractor's vehicle storage facility (VSF).

**a. Compliance with all Laws.** Contractor shall comply with all Federal, State and local laws that regulate towing equipment and impoundment, towing, storage, selling or salvaging of vehicles, including but not limited to:

- i.** The Code of Ordinances of the City of College Station, as it presently reads or is amended in the future, especially any sections related to vehicle towing or storage.
- ii.** All laws and statutes of the State of Texas, including but not limited to Texas Transportation Code and Texas Occupations Code.
- iii.** Any applicable Federal laws.
- iv.** Contractor shall provide the City with a copy of any and all State and Federal licenses and permits and shall notify the City of any changes and renewals of said licenses and permits.

**b. Contractor Personnel**

- i.** Contractor shall provide uniformed wrecker operators. Uniforms shall be clean and have the name of the company and the name of the operator on the outside of the uniform.
- ii.** Contractor's operators will not imply they are employees of the City of College Station.
- iii.** Contractor and contractor's employees will comply with all state laws and regulations concerning license and registration of vehicles and drivers.
- iv.** Contractor's employees will comply with all traffic laws when operating vehicles.

**c. Contractor Equipment**

- i.** Contractor will furnish tow trucks of appropriate size to safely tow any City vehicle which includes passenger vehicles, light & heavy duty trucks, buses, fire trucks, or sanitation trucks.
- ii.** Contractor will furnish a flatbed capable of carrying off-road equipment.
- iii.** Contractor will provide a list of owned and leased vehicles and equipment that will be used in the fulfillment of this contract. Contractor will notify the City within twenty-four (24) hours any time there is a change in the listed equipment and shall send an updated list at the beginning of each term of the Contract.
- iv.** Each tow truck will be equipped with the following miscellaneous equipment: fire extinguisher, tow bar, towing dollies, safety chains, broom, shovel, wrecking bar, tie down straps, sand/absorbing material, reflective traffic safety equipment, and floor jack.

**1.4 IMPOUNDMENT AND RELEASE.** The Contractor will act as the City's agent in accordance with all requirements of Chapter 683 Tex. Trans. Code Ann. to dispose of abandoned or seized motor vehicles. All paperwork, forms and notices required to dispose of such vehicles in accordance with all applicable laws through auction shall be the responsibility of the Contractor.

**1.5. CONTRACTOR FACILITIES.** The Contractor will tow and store vehicles at the Contractor's VSF when directed by the City.

- a.** Contractor's VSF must be located within Brazos County and must comply with all building, zoning, and other laws applicable to the type of facility and the jurisdiction in which it is located. VSF are regulated, permitted and inspected by the State of Texas as detailed in the Texas Transportation Code and in Tex. Occ. Code Ann. Chapter 2308. Contractor's VSF must remain in continuous compliance with all laws and regulations.

**i. Location of Contractor's Vehicle Storage Facility:**

Kalinec Towing Co., Inc. dba A-1 Towing  
108 San Jacinto Lane  
Bryan, Texas 77803  
979-822-6043

- b.** Contractor shall keep and maintain the VSF in an adequately lighted, safe and secure manner and shall properly protect all vehicles located therein. A current security system and a plan for securing vehicles and records shall be maintained during the term of the Contract including any renewal terms.
- c.** The Contractor will provide the opportunity for vehicle owners to remove personal items from their cars, and for appraisals and photographs by insurance agents and body shop specialists.

**1.6. RESPONSE TIME.**

- a. Contractor must furnish the City with one (1) telephone number to be monitored and answered twenty-four (24) hours a day.
- b. Contractor must answer incoming service calls from the City within sixty (60) seconds; otherwise the City reserves the right to engage other towing services to complete the service to the City. Should the City be required to use another towing service, the Contractor must reimburse the City the amount of fees charged for this substitution, which may exceed the charges provided in this Contract.
- c. Response time(s) for tow services shall not exceed thirty (30) minutes per request for service.

**1.7 SITE CLEAN-UP.** At direction from the City, the Contractor shall be responsible for clean up, removal and disposal of any debris (all parts, metal, glass, dirt, small amounts of vehicular fluids, i.e.: oil, gasoline, grease spots). The process for removal and disposal of debris must be in accordance with all environmental laws and regulations.

**II. RATES, EXPENSES & PAYMENT**

- 2.1 Light Duty Non-Consent Tow Fees not to exceed: \$150.00**  
**Medium Duty Non-Consent Tow Fees not to exceed: \$225.00 per hour**  
**Heavy Duty Non-Consent Tow Fees not to exceed: \$350.00 per hour**

a. If the City responds to an accident, incident scene, or disabled vehicle, a Non-Consent tow is a service paid for by the vehicle owner or operator. The Contractor shall send an invoice at the contract rates established in this Contract, to the vehicle owner. The vehicle owner or operator must be advised of the fees before the vehicle is connected, if the owner or operator is able to be advised of the fees.

**2.2 City Vehicle Tow Fees not to Exceed:**

- a. **\$70.00** for mid-size and full-size automobiles, SUV, pick-up trucks
- b. **\$250.00** for tandem dump trucks, sanitation trucks (front-loader, rear-loader and side-loader), street sweepers, tractor mowers, aerial tower trucks, fire ladder trucks, fire truck engine, hydraulic crane trucks, semi-tractor trucks or 16-passenger vans

**2.3 Light Duty City Vehicle Tire Change Fees not to Exceed: No Charge**

**2.4 Light Duty Drop Fees not to Exceed: \$75.00**

a. Contractor shall specify the rates to be charged when a tow truck has "hooked up" a vehicle for towing but releases the vehicle to its owner or operator upon payment of the "drop fee" and does not tow the vehicle, unless the vehicle is seized or impounded by the College Station Police Department. "Hooked Up" means the vehicle is fully prepared for

transport by attachment to a tow truck, lifted in tow position, with tow lights and safety chains attached, and if required placed on a dolly in a raised position and the only action remaining is for the tow operator to drive away.

**2.5 Storage Fee of Vehicles Less than 25' will not Exceed: \$20.00 + 8.25% sales tax per day**

**2.6 Miscellaneous Fees as shown in Exhibit C.**

**2.7 No Payment.** The Contractor will receive no payment for the following and similar scenarios:

- a. Failure of the Contractor to arrive on the scene within the specified time and pursuant to the response times contained herein.
- b. Cancellation or termination of the tow request prior to the Contractor's arrival on the scene

**2.8 Payment.** The City will pay the Contractor for City vehicle and seized or impounded vehicle tows. Contractor will submit an invoice to the City within **seven (7)** calendar days of completion of the work and the City's acceptance of the work. The City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt of the invoice.

### **III. RECORDS AND REPORTS**

**3.1 Records.** The Contractor shall keep and maintain complete and updated records on file for all vehicles towed at the request of the City from locations within or outside the corporate city limits of the City of College Station. Such records must include, but are not limited to:

- a. Date and time vehicle was towed
- b. Location from which vehicle was towed
- c. Make, model, and year of the towed vehicle
- d. Vehicle Identification Number (VIN) of the towed vehicle
- e. A general description of the towed vehicle's condition including body damage or missing equipment
- f. Time of vehicle inventory

**3.2 Right of Inspection.** The City reserves the right to inspect the Contractor's records during the contract and retention period for the purpose of determining performance under this Contract. Records must be retained for thirty-six (36) months following the end of the contract term, and any renewals, for the purpose of audit and records retention.

### **IV. TERM AND TERMINATION**

**4.1 Term.** The term of this Contract shall be for a one-year term with the option to renew for two additional one-year terms for a total of three one-year terms.

#### 4.2 Termination.

a. **City.** At any time, the City may terminate this Contract for convenience or cause, in writing to the Contractor. The City shall notify Contractor in writing and the Contractor shall cease work immediately. In the event the City terminates this Contract for convenience, the City will pay Contractor for the services performed and expenses incurred prior to the termination date.

b. **Contractor.** The Contractor may terminate this Contract by providing ninety (90) days written notice to the City.

### V. INSURANCE, INDEMNIFICATION, & RELEASE

5.1. **Insurance.** The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list the City of College Station, its officers, agents, employees and volunteers as additional insureds. See **Exhibit A** for insurance requirements. Certificates of insurance evidencing the required insurance coverage shall be attached as **Exhibit B**.

5.2. **Indemnification.** It is further agreed that the Contractor shall indemnify, hold harmless, and defend the City of College Station, its officers, agents, employees and volunteers, 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 or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5.3. **Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

### VI. MISCELLANEOUS TERMS

6.1. **Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services provided in this Contract. The City shall not control the manner or the means of the Contractor's performance, but shall be entitled to a

quality work product as described in this Contract. The City shall not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Nothing contained herein shall create any employment relationship between the Contractor and the City.

**6.2 Complaints.** The Contractor shall cooperate with any investigation conducted by the City regarding complaints against the Contractor or Contractor's employees, whether or not such complaints arise out of services contemplated by this Contract.

**6.3 Notice.** Official Notices shall be mailed to the addresses below or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses below. Day-to-day communication may be by telephone or electronic mail.

**City:**  
City of College Station  
Attn: Asst. Chief Norris  
P.O. Box 9960  
College Station, Texas 77842

**Contractor:**  
Kalinec Towing Co., Inc. dba A-1 Towing  
Attn: Jeff Taylor  
108 San Jacinto Lane  
Bryan, Texas 77803

**6.4 Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying tax on the materials at the time of purchase.

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

**6.6 Waiver.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.

**6.7 Amendment.** This Contract may only be amended by written instrument approved and executed by the parties.

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

**6.9 Contract Read.** The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.

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

**6.11 Qualified Employees.** Contractor, its employees and associates will perform all the work hereunder. Contractor agrees all of its employees and associates under this Contract will be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely and professional manner.

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

**6.13 Entire Contract.** This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations, or Contracts, either written or oral.

**List of Exhibits**

- A. – Insurance Requirements
- B. – Certificates of Insurance
- C. – Miscellaneous Fees

**KALINEC TOWING CO., INC. dba  
A-1 TOWING**

By: Jeff Taylor  
Printed Name: Jeff Taylor  
Title: V.P.  
Date: 4-3-13

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_  
**APPROVED:**  
Alan C. Fule  
City Attorney  
Date: 4-9-13

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

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

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

- I. Standard Insurance Policies Required:
  - A. Commercial General Liability
  - B. Business Automobile Liability
  - C. Workers' Compensation
  - D. Garage Keeper's Liability
    1. On Hook Towing
  
- II. General Requirements Applicable to All Policies:
  - A. Only Insurance Carriers licensed and authorized to do business in the State of Texas will be accepted.
  - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - C. "Claims Made" policies are not accepted.
  - D. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits of liability except after thirty (30) days prior written notice has been given to the City of College Station.
  
  - F. The City of College Station, its officers, agents, employees and volunteers, are to be named as "Additional Insured" on the Commercial General and Business Automobile Liability and Cargo policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, employees and volunteers.
  
- III. Commercial General Liability
  - A. General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
  - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.
  - C. Coverage shall be at least as broad as ISO form GC 00 01.

- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

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

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

VI. Workers' Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage Contract 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 Contract is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. Workers compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Contract, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

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

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

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

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

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

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

*J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage Contracts will be filed with the appropriate*

*insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

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

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current Texas Department of Insurance-approved forms, and shall contain the following provisions and warranties:

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

VII. Garage Keeper's Liability

- A. Limit of liability of \$100,000.00 per occurrence with an annual aggregate limit of liability of \$500,000.00
- B. On-hook towing-  
Liability limited to the value of vehicle being towed

**EXHIBIT B  
CERTIFICATES OF INSURANCE**

Secondary  
Service Contract 13-224

15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2013

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

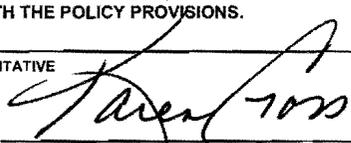
<b>PRODUCER</b> Goss Insurance d/b/a One Stop Insurance Agency of Texas, Inc. 6100 Preston Road Suite 201 Frisco TX 75034	<b>CONTACT NAME:</b> Steven S Goss <b>PHONE (A/C, No, Ext):</b> 972-347-4412 <b>E-MAIL ADDRESS:</b> steven@stevengoss.com	<b>FAX (A/C, No):</b> 972-347-4413																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Scottsdale Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Burlington Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Hallmark Specialty Insurance Company</td> <td>26808</td> </tr> <tr> <td>INSURER D:</td> <td>American Safety Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Insurance Company		INSURER B:	Burlington Insurance Company		INSURER C:	Hallmark Specialty Insurance Company	26808	INSURER D:	American Safety Insurance Company		INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Scottsdale Insurance Company																					
INSURER B:	Burlington Insurance Company																					
INSURER C:	Hallmark Specialty Insurance Company	26808																				
INSURER D:	American Safety Insurance Company																					
INSURER E:																						
INSURER F:																						
<b>INSURED</b> Kalinec Towing Co. Inc. dba A 1 Towing d/b/a Kalinec Leasing Company Inc. 108 San Jacinto Bryan TX 77806																						

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		245B003456	09/14/2012	09/14/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		OPS0051945	09/14/2012	09/14/2013
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		77HX121ABF	09/14/2012	09/14/2013	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	On Hook, GKLL (storage), Cargo		OPS0051945	09/14/2012	09/14/2013	On Hook (see schedule) \$50k or \$100k Storage \$100,000/Cargo \$100,000or \$500K

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

<b>CERTIFICATE HOLDER</b> City of College Station Attn: Risk Management PO Box 9960 College Station TX 77842	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**EXHIBIT C  
MISCELLANEOUS FEES**

Light-Duty Vehicles

- |                                      |                           |
|--------------------------------------|---------------------------|
| 1. Use of Dollies                    | \$50.00                   |
| 2. Mileage Fee                       | \$5.00 per mile           |
| 3. Remove Drive Line                 | \$50.00                   |
| 4. Extra Truck (Light Duty)          | \$75.00 per 30 minutes    |
| 5. Extra Duty (Medium Duty)          | \$225.00 per hour         |
| 6. Water Recovery/Extraction         | Dive Fees as Billed + 20% |
| 7. Wait Time in Excess of 30 Minutes | \$75.00 per 30 minutes    |

Medium-Duty Vehicles

- |                                      |                                 |
|--------------------------------------|---------------------------------|
| 1. Extra Manpower                    | \$30.00 per man, per 30 minutes |
| 2. Mileage Fee                       | \$6.00 per mile                 |
| 3. Remove Drive Line                 | \$75.00                         |
| 4. Extra Truck (Medium Duty)         | \$225.00 per hour               |
| 5. Water Recovery/Extraction         | Dive Fees as Billed + 20%       |
| 6. Wait Time in Excess of 30 Minutes | \$100 per 30 minutes            |

Heavy-Duty Vehicles

- |                                      |                                 |
|--------------------------------------|---------------------------------|
| 1. Extra Manpower                    | \$30.00 per man, per 30 minutes |
| 2. Mileage Fee                       | \$10.00 per mile                |
| 3. Remove Drive Line                 | \$100.00                        |
| 4. Extra Truck (Medium Duty)         | \$225.00 per hour               |
| 5. Water Recovery/Extraction         | Dive Fees as Billed + 20%       |
| 6. Wait Time in Excess of 30 Minutes | \$175 per 30 minutes            |

**April 11, 2013**  
**Regular Agenda Item No. 2**  
**Ordinance Amendment – Tow Truck & Vehicle Business Regulations**

**To:** Frank Simpson, Interim City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding an amendment to Code of Ordinances, Chapter 4, "Business Regulations", Section 10 "Tow Truck & Vehicle Storage Business Regulations".

**Relationship to Strategic Goals:** Sustainable City

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

**Summary:** The current ordinance (Ordinance No. 2630) was approved April 24, 2003. It has not been updated in the ten years since then. Our current ordinance requires the City to establish and maintain a rotation list for authorization to respond to a "rotation call" made by the Police Department. The administration of managing this rotation list is extremely time intensive. Annually, the Police Department oversees the inspection and permitting of approximately 61 wreckers and 11 vehicle storage facilities that belong to 29 different wrecker companies. To increase efficiency and effectiveness of police time and efforts, staff is recommending that the rotation requirement be removed from the ordinance allowing the City to select the most qualified towing operators for fair and reasonable rates pursuant to a Request for Proposal (RFP) process commonly used for City services.

Furthermore, staff is recommending changes to the maximum fees governed in the current ordinance. Staff surveyed several other municipalities towing ordinances and found that they do not regulate private property tow fees, instead they defer to the state regulations which are currently up to \$250.00 for private tows and up to \$125 for a drop fee for private property. If this change is accepted, fees could change as state law changes. The fees charged by local wrecker companies would be determined by local market conditions as long as it did not exceed any maximum set by state law.

Other minor changes to the ordinance are being recommended at the advice of the Texas Department of Licensing and Regulation (TDLR). TDLR was provided a copy of our proposed changes and suggested some minor changes to the definitions.

**Budget & Financial Summary:** There is no budgetary or financial impact to the City of College Station for amending the current ordinance.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Amended Ordinance
2. Redlined Ordinance

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

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS" SECTION 10 "TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BE AMENDED AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

**PART 1:** That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 10 "TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

## EXHIBIT "A"

That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 10 "TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS", of the Code of Ordinances of the City of College Station, Texas be amended and is to read as follows:

### SECTION 10: TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS

#### A. Definitions.

(1) **Consent Tow** means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an Incident Management Tow or a Private Property Tow.

(2) **Drop Fee** means a fee that is offered instead of a towing fee that allows the vehicle operator to stop the tow without paying the full towing fee and any additional storage fees.

(3) **Hooked Up** means the vehicle is fully prepared for transport by attachment to a tow truck, lifted in tow position, with tow lights and safety chains attached, and if required placed on a dolly in a raised position and the only action remaining is for the tow operator to drive away.

(4) **Non-Consent Tow** means any tow of a vehicle that is not a Consent Tow including:

a. **Incident Management Tow** means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene.

b. **Private Property Tow** means any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

(5) **Parking Facility** means any public or private property used, in whole or in part, for restricted or paid parking of vehicles. The term includes a restricted space on a portion of an otherwise unrestricted parking facility, a commercial parking lot, a parking garage, and a parking area serving or adjacent to a business, church, school, home, apartment complex, property governed by a property owner's association, or government-owned property leased to a private person.

(6) **Parking Facility Owner** means an owner or operator of a parking facility, including any lessee, employee, or agent of an owner or operator.

(7) **Person** means an individual, a corporation, organization, business trust, estate, trust, partnership, joint venture, association, or other legal entity.

(8) **Tow Business** means the business of towing or removing vehicles compensation, or

the expectation of compensation, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade, or purchase vehicles.

**(9) Tow Company** means an individual, corporation, partnership, or other legal entity engaged in the tow business and includes the owner, operator, employee or agent of the tow company, but does not include a political subdivision of the state. For the purposes of this ordinance, each such legal entity is considered a separate tow company.

**(10) Tow Truck** means a vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another vehicle.

**(11) Tow truck license** means the certification of registration issued to a tow company by the State of Texas, listing all tow trucks licensed to operate for that tow company within the state.

**(12) Unauthorized vehicle** means any vehicle parked, stored, or located in or on a Parking Facility without the consent of the Parking Facility Owner.

**(13) Vehicle** means a device in, on, or by which a person or property may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

**(14) Vehicle storage facility (VSF)** means a garage, parking lot, or any facility owned or operated by a person other than a governmental entity for storing or parking ten (10) or more vehicles per year.

**(15) Vehicle Storage Facility License** means the license issued by the State of Texas authorizing a business to store vehicles.

## **B. License required.**

**(1) Unlawful to operate without license.** It shall be unlawful for any person to engage in the Tow Business and make Non-Consent Tows in the City of College Station unless such person possesses a current, valid tow truck license that lists each tow truck operated by that Tow Company.

**(2) Vehicle Storage Facility.** Each tow company performing Non-Consent Tows shall utilize a Texas Department of Transportation licensed VSF located within Brazos County.

**(3) Police Inspection.** Any tow truck performing Non-Consent Tows within the City limits of College Station may be inspected by an official of the College Station Police Department at any time the tow truck is being operated on the public streets as a tow truck. Such inspections may be conducted to ensure required licenses and compliance with this ordinance and state law. Further, upon the request of the Chief of Police or his designee, a tow company performing Non-Consent Tows within the City shall produce records from

the VSFs used for Non-Consent Tows to ensure compliance with the maximum rates established under this ordinance and other requirements of this ordinance and state law.

**C. Fees to be charged by tow companies.**

**(1) Private Property Tows** fees are regulated by Texas Occupations Code Section 2308.0575 and Texas Administrative Code Title 16 Part 4 Section 86.455, as amended.

**(2) Drop Fees** are regulated by Texas Occupations Code Section 2308.0575 and Texas Administrative Code Title 16 Part 4 Section 86.455, as amended.

**D. Driving tow trucks to scene of collision prohibited.**

No Tow Company shall drive, or cause to be driven, a tow truck to or near the scene of a incident on a street within the City unless such Tow Company has been called to the scene by the College Station Police Department or by a vehicle owner or operator involved in the incident.

**E. Soliciting towing business on City street prohibited.**

No Tow Company shall solicit in any manner, directly, or indirectly to a person owning or operating any vehicle, which is wrecked or involved in an incident on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, repairing, selling, or purchasing such vehicle.

**F. Impound tows.**

Any police officer investigating an incident or offense within the City may order the impoundment of any vehicle involved therein when, in the judgment of such officer, criminal prosecution will be involved as a result of such event, or when it is necessary to impound such vehicle to secure evidence, or when the owner or occupant of the vehicle is unable or fails to have such vehicle removed. The fees to be charged for impound tows will not exceed the maximum rates allowed under this ordinance or state law.

**H. Duties of tow companies.**

It shall be the obligation of all Tow Companies under this section to operate the Tow Business in a safe manner, to include, but not be limited to the following:

**(1) Taking direction from investigating officer.** Upon arrival at the scene of a collision within the City, tow truck operators shall take directions on when to engage or tow from the police officer investigating the collision; and

**(2) Removing debris of collision.** Tow truck operators that engage and tow any vehicle from the scene of an incident within the City shall remove all debris from the incident from the public street. This duty specifically includes the removal of vehicle parts, glass, and

other debris. Such debris shall be disposed of in a lawful manner which will keep it out of the gutters, storm sewers, streams, public rights-of-way, or property not belonging to the tow company.

**(3) Disengaging.** A tow truck that removes a vehicle from the original location shall not disengage from the vehicle until the vehicle has been deposited with the appropriate VSF except when the vehicle is released to the owner or operator or when the owner or operator specifies the location of disengagement. This restriction is enacted to prohibit tow trucks from engaging an unauthorized vehicle in a parking facility and moving it to a close location, then returning for another unauthorized vehicle, ultimately towing all the relocated vehicles to a VSF.

**(4) Drops.** A tow truck that has Hooked Up to a vehicle for towing shall release the vehicle to its owner or operator upon payment of the Drop Fee and will not tow the vehicle, except when the vehicle is being taken into custody by a police officer.

**I. Report of towing of unauthorized vehicle to Police Dispatcher.**

The VSF that receives a vehicle from a tow truck that removed the vehicle from private or public property within College Station and on a non-consent basis shall notify the City of College Station Police Department office within two (2) hours of receiving the vehicle. The information to be provided in such notification shall include:

- (1) The general description (brand, model, color) of the vehicle towed, including the state and the license plate, if any; and
- (2) The tow company name that towed the vehicle; and
- (3) The location/address from which the vehicle was towed and reason; and
- (4) The date and time the vehicle was removed from the location; and
- (5) The date and time the vehicle was accepted at the VSF; and
- (6) The street address and phone number of the VSF where the vehicle is located;

and

- (7) Such reports shall be made by telephone or in person. A VSF must release vehicles during the time the VSF accepts vehicles. If the VSF accepts vehicles on a twenty-four (24) hour a day basis, it shall release vehicles on the same basis, with one (1) hour notice.

(Ordinance No. 2630 dated April 24, 2003)

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

**AN ORDINANCE AMENDING CHAPTER 4, “BUSINESS REGULATIONS” SECTION 10 “TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BE AMENDED AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**PART 1:** That **CHAPTER 4, “BUSINESS REGULATIONS” SECTION 10 “TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS”**, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

**PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED:**

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

## EXHIBIT "A"

That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 10 "TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS", of the Code of Ordinances of the City of College Station, Texas be amended and is to read as follows:

### SECTION 10: TOW TRUCK & VEHICLE STORAGE BUSINESS REGULATIONS

#### A. Definitions.

(1) **Consent Tow** means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an Incident Management Tow or a Private Property Tow.

(2) **Drop Fee** means a fee that is offered instead of a towing fee that allows the vehicle operator to stop the tow without paying the full towing fee and any additional storage fees.

(3) **Hooked Up** means the vehicle is fully prepared for transport by attachment to a tow truck, lifted in tow position, with tow lights and safety chains attached, and if required placed on a dolly in a raised position and the only action remaining is for the tow operator to drive away.

(4) **Non-Consent Tow** means any tow of a vehicle that is not a Consent Tow including:

a. **Incident Management Tow** means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene.

b. **Private Property Tow** means any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

(5) **Parking Facility** means any public or private property used, in whole or in part, for restricted or paid parking of vehicles. The term includes a restricted space on a portion of an otherwise unrestricted parking facility, a commercial parking lot, a parking garage, and a parking area serving or adjacent to a business, church, school, home, apartment complex, property governed by a property owner's association, or government-owned property leased to a private person.

(6) **Parking Facility Owner** means an owner or operator of a parking facility, including any lessee, employee, or agent of an owner or operator.

(7) **Person** means an individual, a corporation, organization, business trust, estate, trust, partnership, joint venture, association, or other legal entity.

(8) **Tow Business** means the business of towing or removing vehicles compensation, or the

expectation of compensation, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade, or purchase vehicles.

**(9) Tow Company** means an individual, corporation, partnership, or other legal entity engaged in the tow business and includes the owner, operator, employee or agent of the tow company, but does not include a political subdivision of the state. For the purposes of this ordinance, each such legal entity is considered a separate tow company.

**(10) Tow Truck** means a vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another vehicle.

**(11) Tow truck license** means the certification of registration issued to a tow company by the State of Texas, listing all tow trucks licensed to operate for that tow company within the state.

**(12) Unauthorized vehicle** means any vehicle parked, stored, or located in or on a Parking Facility without the consent of the Parking Facility Owner.

**(13) Vehicle** means a device in, on, or by which a person or property may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

**(14) Vehicle storage facility (VSF)** means a garage, parking lot, or any facility owned or operated by a person other than a governmental entity for storing or parking ten (10) or more vehicles per year.

**(15) Vehicle Storage Facility License** means the license issued by the State of Texas authorizing a business to store vehicles.

## **B. License required.**

**(1) Unlawful to operate without license.** It shall be unlawful for any person to engage in the Tow Business and make Non-Consent Tows in the City of College Station unless such person possesses a current, valid tow truck license that lists each tow truck operated by that Tow Company.

**(2) Vehicle Storage Facility.** Each tow company performing Non-Consent Tows shall utilize a Texas Department of Transportation licensed VSF located within Brazos County.

**(3) Police Inspection.** Any tow truck performing Non-Consent Tows within the City limits of College Station may be inspected by an official of the College Station Police Department at any time the tow truck is being operated on the public streets as a tow truck. Such inspections may be conducted to ensure required licenses and compliance with this ordinance and state law. Further, upon the request of the Chief of Police or his designee, a tow company performing Non-Consent Tows within the City shall produce records from the VSFs used for

Non-Consent Tows to ensure compliance with the maximum rates established under this ordinance and other requirements of this ordinance and state law.

**C. Fees to be charged by tow companies.**

(1) **Private Property Tows** fees are regulated by Texas Occupations Code Section 2308.0575 and Texas Administrative Code Title 16 Part 4 Section 86.455, as amended.

(2) **Drop Fees** are regulated by Texas Occupations Code Section 2308.0575 and Texas Administrative Code Title 16 Part 4 Section 86.455, as amended.

**D. Driving tow trucks to scene of collision prohibited.**

No Tow Company shall drive, or cause to be driven, a tow truck to or near the scene of a incident on a street within the City unless such Tow Company has been called to the scene by the College Station Police Department or by a vehicle owner or operator involved in the incident.

**E. Soliciting towing business on City street prohibited.**

No Tow Company shall solicit in any manner, directly, or indirectly to a person owning or operating any vehicle, which is wrecked or involved in an incident on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, repairing, selling, or purchasing such vehicle.

**F. Impound tows.**

Any police officer investigating an incident or offense within the City may order the impoundment of any vehicle involved therein when, in the judgment of such officer, criminal prosecution will be involved as a result of such event, or when it is necessary to impound such vehicle to secure evidence, or when the owner or occupant of the vehicle is unable or fails to have such vehicle removed. The fees to be charged for impound tows will not exceed the maximum rates allowed under this ordinance or state law.

**H. Duties of tow companies.**

It shall be the obligation of all Tow Companies under this section to operate the Tow Business in a safe manner, to include, but not be limited to the following:

(1) **Taking direction from investigating officer.** Upon arrival at the scene of a collision within the City, tow truck operators shall take directions on when to engage or tow from the police officer investigating the collision; and

(2) **Removing debris of collision.** Tow truck operators that engage and tow any vehicle from the scene of an incident within the City shall remove all debris from the incident from the public street. This duty specifically includes the removal of vehicle parts, glass, and other

debris. Such debris shall be disposed of in a lawful manner which will keep it out of the gutters, storm sewers, streams, public rights-of-way, or property not belonging to the tow company.

**(3) Disengaging.** A tow truck that removes a vehicle from the original location shall not disengage from the vehicle until the vehicle has been deposited with the appropriate VSF except when the vehicle is released to the owner or operator or when the owner or operator specifies the location of disengagement. This restriction is enacted to prohibit tow trucks from engaging an unauthorized vehicle in a parking facility and moving it to a close location, then returning for another unauthorized vehicle, ultimately towing all the relocated vehicles to a VSF.

**(4) Drops.** A tow truck that has Hooked Up to a vehicle for towing shall release the vehicle to its owner or operator upon payment of the Drop Fee and will not tow the vehicle, except when the vehicle is being taken into custody by a police officer.

#### **I. Report of towing of unauthorized vehicle to Police Dispatcher.**

The VSF that receives a vehicle from a tow truck that removed the vehicle from private or public property within College Station and on a non-consent basis shall notify the City of College Station Police Department office within two (2) hours of receiving the vehicle. The information to be provided in such notification shall include:

- (1)** The general description (brand, model, color) of the vehicle towed, including the state and the license plate, if any; and
- (2)** The tow company name that towed the vehicle; and
- (3)** The location/address from which the vehicle was towed and reason; and
- (4)** The date and time the vehicle was removed from the location; and
- (5)** The date and time the vehicle was accepted at the VSF; and
- (6)** The street address and phone number of the VSF where the vehicle is located; and
- (7)** Such reports shall be made by telephone or in person. A VSF must release vehicles during the time the VSF accepts vehicles. If the VSF accepts vehicles on a twenty-four (24) hour a day basis, it shall release vehicles on the same basis, with one (1) hour notice.

(Ordinance No. 2630 dated April 11, 2013)

**April 11, 2013**  
**Regular Agenda Item No. 3**  
**20-ft Public Utility Easement Abandonment – 1401 University Drive East**

**To:** Frank Simpson, City Manager

**From:** Bob Cowell, Director of Planning and Development Services

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 2,722 square foot, 20-foot wide public utility easement located on Lot 3C of the Gateway Subdivision Lots 3A, 3B, 3C, and 3D, Block 1, Phase 3 according to the plat recorded in Volume 9112, Page 138 of the Deed Records of Brazos County, Texas.

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

**Summary:** This easement abandonment accommodates future development of the tract. There are no public or private utilities in the subject portion of easement to be abandoned.

The 2,722 square foot, 20-foot wide public utility easement to be abandoned is located on Lot 3C of the Gateway Subdivision Lots 3A, 3B, 3C, and 3D, Block 1, Phase 3 according to the plat recorded in Volume 9112, Page 138 of the Deed Records of Brazos County, Texas.

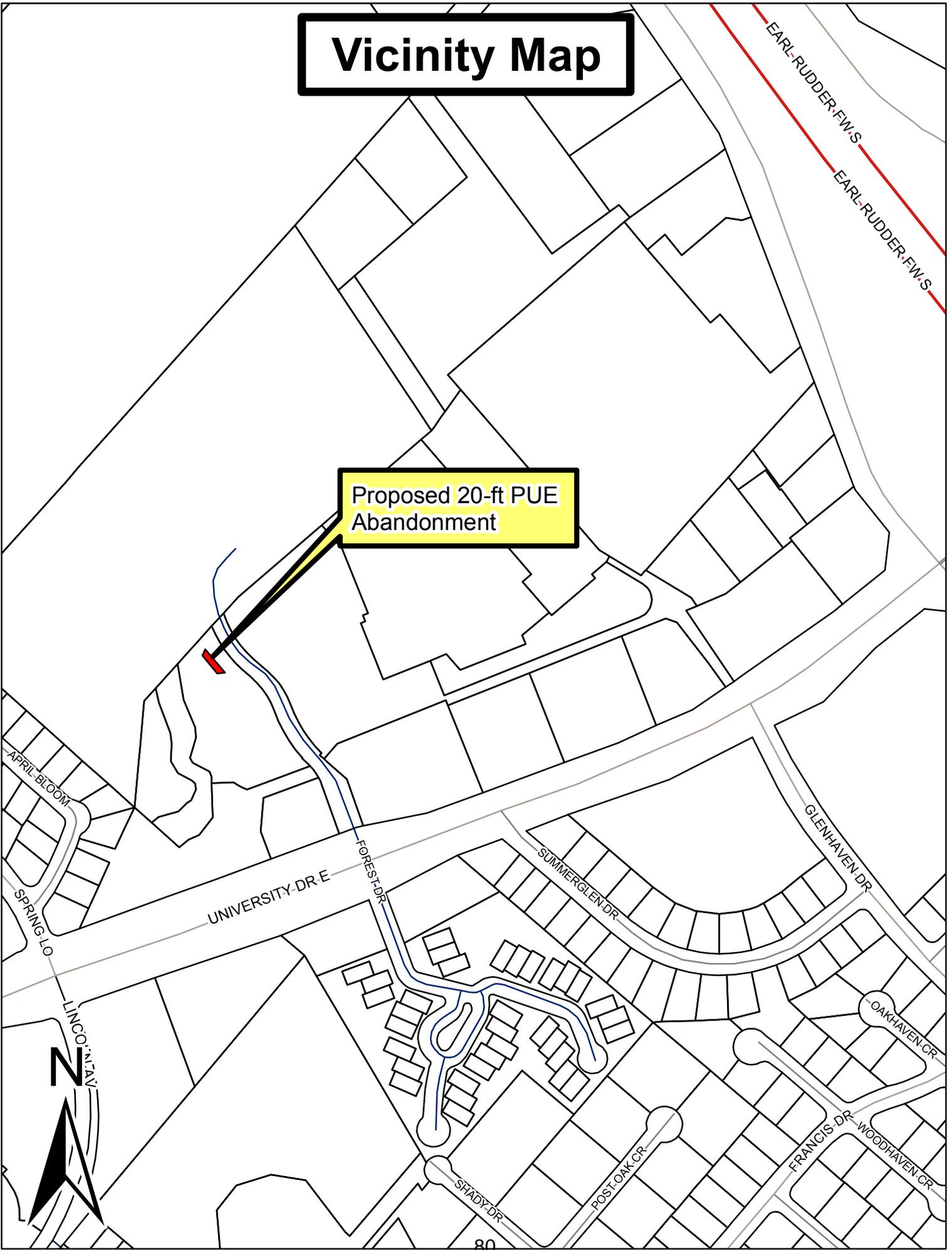
**Budget & Financial Summary:** N/A

**Attachments:**

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment **(On file at the City Engineer's Office)**

# Vicinity Map

Proposed 20-ft PUE  
Abandonment



# Location Map

Proposed 20-ft PUE Abandonment



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.006 ACRE PUBLIC UTILITY EASEMENT, A 0.006 ACRE PUBLIC UTILITY EASEMENT, AND A 2,722 SQUARE FOOT, 20-FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ON LOT 3C OF THE GATEWAY SUBDIVISION LOTS 3A, 3B, 3C, AND 3D, BLOCK 1, PHASE 3 ACCORDING TO THE PLAT RECORDED IN VOLUME 9112, PAGE 138 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 2,722 square foot, 20-foot wide public utility easement located on Lot 3C of the Gateway Subdivision Lots 3A, 3B, 3C, and 3D, Block 1, Phase 3 according to the plat recorded in Volume 9112, Page 138 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Easement"); and

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

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

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

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

PART 2: That the Easement described above and in Exhibit "A" attached hereto be abandoned and vacated by the City.

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

Page 2

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

Easement Abandonment  
within  
Lot 3C, Block 1  
The Gateway, Phase 3  
Richard Carter Survey, A-8  
College Station, Brazos County, Texas

Field notes of a 20' wide strip or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas, and being part of Lot 3C, Block 1, 2.00 acres, according to the final plat of The Gateway Subdivision Lots 3A, 3B, 3C and 3D, Block 1, Phase 3, being a Replat of The Gateway Subdivision, Lot 1, Block 1, Phase 3, 6.21 acres recorded in Volume 9112, Page 138, of the Official Records of Brazos County, Texas, and said 20' strip being more particularly described as follows:

**COMMENCING** at an "x" found in a concrete sidewalk located in the northwest line of the beforementioned Lot 3C, Block 1, the said "x" also being at the north corner of a 20' wide public utility easement as described in Volume 6372, Page 138, of the Official Records of Brazos County, Texas, an "x" found in concrete marking the north corner of the said Lot 3C, bears N 41° 55' 26" E - 66.36 feet;

THENCE S 48° 04' 07" E along the northeast line of the beforementioned 20' public utility easement for a distance of 42.87 feet to a 60d nail set at the **PLACE OF BEGINNING** of this description;

THENCE S 48° 04' 07" E continuing along the northeast line of the beforementioned 20' public utility easement for a distance of 144.39 feet to a 60d nail set;

THENCE S 64° 25' 52" W crossing the beforementioned 20' public utility easement for a distance of 21.65 feet to a 60d nail set in the southwest line of the beforementioned 20' public utility easement;

THENCE N 48° 04' 07" W along the southwest line of the beforementioned 20' public utility easement for a distance of 127.82 feet a 60d nail set;

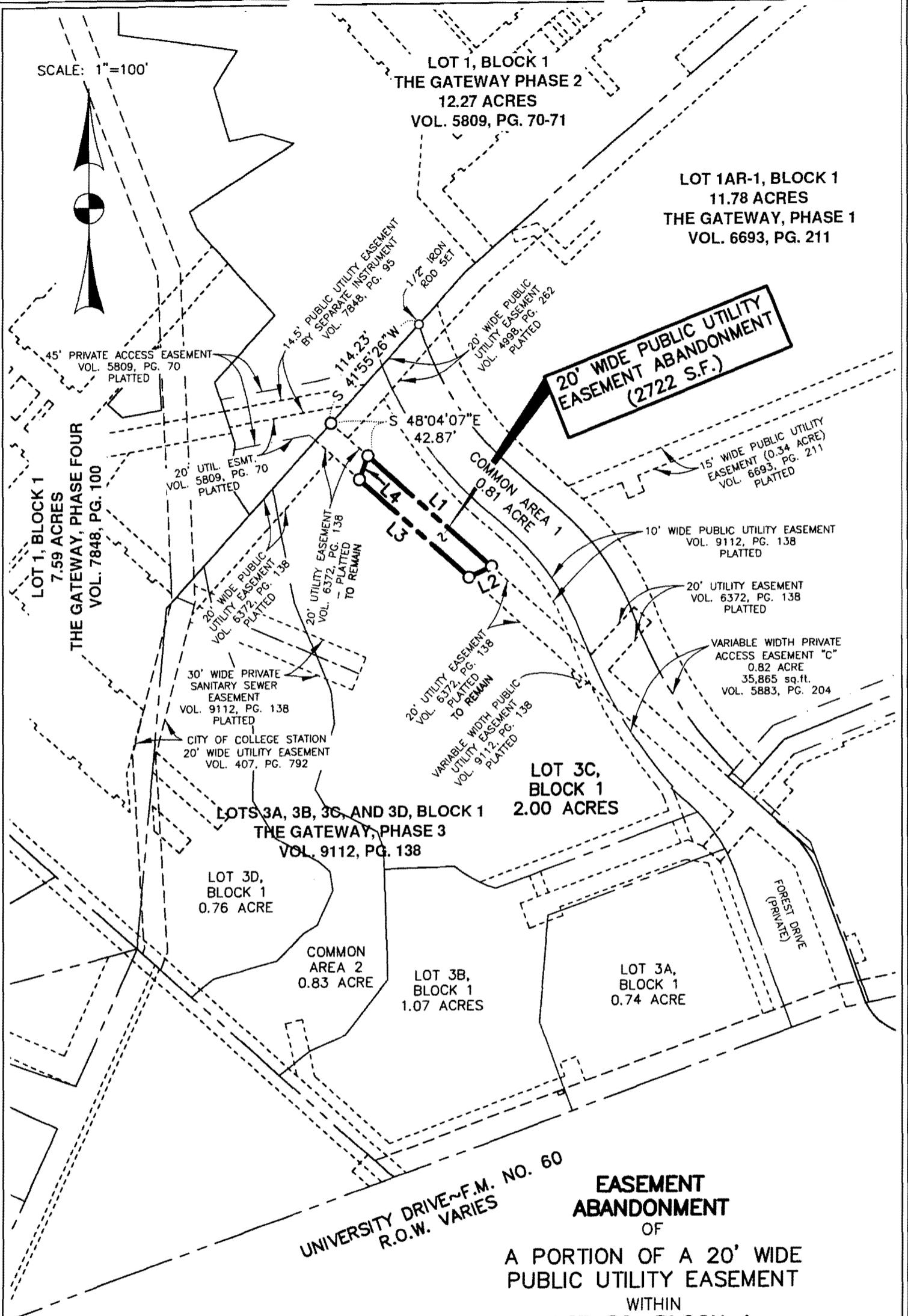
THENCE N 19° 25' 52" E crossing the beforementioned 20' public utility easement for a distance of 21.65 feet to the **PLACE OF BEGINNING**, containing 2722 square feet of land, more or less.



Surveyed: June, 2009  
Revised: February, 2013

By:

  
S. M. Kling  
R.P.L.S. No. 2003



**20' WIDE PUBLIC UTILITY EASEMENT ABANDONMENT (2722 S.F.) METES:**

LINE	BEARING	DISTANCE
L1	S48°04'07"E	144.39'
L2	S64°25'52"W	21.65'
L3	N48°04'07"W	127.82'
L4	N19°25'52"E	21.65'

**EASEMENT ABANDONMENT OF A PORTION OF A 20' WIDE PUBLIC UTILITY EASEMENT WITHIN LOT 3C, BLOCK 1 THE GATEWAY, PHASE 3 COLLEGE STATION, BRAZOS COUNTY, TEXAS**

SCALE: 1"=100' FEBRUARY, 2013

PREPARED BY:

KLING ENGINEERING & SURVEYING  
4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH. 979/846-6212

**April 11, 2013**  
**Regular Agenda Item No. 4**  
**Recommendation to Name Park Facilities**

**To:** Frank Simpson, Interim 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 name three neighborhood park properties currently known as The Barracks, Castlegate II, Park A, and Castlegate II, Park B.

**Recommendation:** Staff recommends approval of the request to name the three park facilities.

**Summary:** This request is in regards to three neighborhood park properties that have yet to be formally named. During a meeting of the Parks and Recreation Advisory Board Naming Subcommittee on Tuesday, March 12, 2013, the subcommittee members and staff discussed suggestions for the naming of these new park properties and agreed that The Barracks property would be **Barracks Park** (3.3 Acres); Castlegate II, Park A would be named **Excalibur Park** (3.76 Acres); and, Castlegate II, Park B, would be named **Camelot Park** (1.837 Acres), in keeping with the castle theme of the subdivision. Currently, these parks are in the beginning stages of development by the developer of the subdivisions and the parks will be turned over to the city upon completion of their development.

That same evening of March 12<sup>th</sup>, the Naming Subcommittee made their recommendations to the full advisory board at their regular monthly meeting and the Board moved unanimously (7-0), in favor of the names chosen, pending approval by the City Council as outlined in the City of College Station Naming of City Facilities & Sub-facilities policy.

**Budget & Financial Summary:** Funding for signage of the three properties will come from the appropriately related Park Land Dedication Zone Escrow funds.

**Attachments:**

- 1) Parks and Recreation Advisory Board Meeting Minutes, March 12, 2013
- 2) Naming of City Facilities & Sub-facilities Policy



## PARKS AND RECREATION ADVISORY BOARD AGENDA



### TUESDAY, MARCH 12, 2013 REGULAR MEETING MINUTES ~ 7:00PM Wolf Pen Creek Green Room 1015 Colgate College Station, TX 77840

**Staff Present:** David Schmitz, Director; Amy Atkins, Assistant Director-Operations; Pete Vanecek, Senior Parks Planner; Heather Lupoli, Board Secretary

**Board Present:** Jon Denton, Chair; David Ohendalski; Louis Hodges; Shawn Reynolds; Ida Bellows; Sherry Ellison; Billy Hart

**Visitors:** Jonathan Jones

1. **Call to order and Roll Call.** The meeting was called to order with a quorum present at 7:05 PM.
2. **Possible action concerning requests for absences of members.** Debe Shafer and Fred Medina had sent in a request for absence. Louis Hodges made a motion to approve the absence request submitted, and Shawn Reynolds seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
3. **Hear visitors.** Hearing none, this item was closed
4. **Consideration, possible approval, and discussion of minutes from the meeting of February 12, 2013.** Jon Denton made change on #2 to Shawn Reynolds motioned. It was confirmed by reviewing audio file from that meeting and it was seconded by David Ohendalski. Shawn Reynolds made a motion to approve the minutes with the change, and Sherry Ellison seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
5. **Review and decision on FY 13-14 PARD User Fees.** Billy Hart made a motion to approve the fees as submitted, and Shawn Reynolds seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
6. **Discussion on the naming of Castlegate II A&B parks and the Barracks Park.** Discussion on the naming of three Parks followed. Castlegate II A was proposed to go to council as Excalibur, Castlegate II B was proposed to go to council as Camelot and The Barracks will go to council proposed as the Barracks. Louis Hodges motion to approve the proposed names and Sherry Ellison seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
7. **Update on Senior Games .**This was an informational item only, and no action was taken.
8. **Discussion and possible action concerning the Parks and Recreation Advisory Board Goals for FY13This** was an informational item only. Billy Hart suggested the document needed to be updated.
9. **Report, possible action, and discussion concerning the current Capital Improvements Program:**

- **Capital Improvements and Park Land Dedication Project Lists of February 2013.** Pete Vanecek, Senior Park Planner, reported on Capital Improvements and Park Land Dedications Project list. This was an informational item only, and no action was taken.
- **Dedications of Less than Five Acres**  
Pete Vanecek, Senior Park Planner, reported on Dedications of Less than Five Acres. This was an informational item only, and no action was taken.

10. *Presentation, possible action, and discussion on future agenda items: A Board 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.*

- **Next Regular Meeting ~ April 9, 2013**
- **The Big Event Report**
- **Update from Greenways, Vanessa Garza**
- **Process for Marathons**

11. **Adjourn.** Billy Hart made a motion to adjourn the meeting, and Shawn Reynolds seconded the motion. The vote was called. All were in favor, and the meeting adjourned at 7:53 PM.

# 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.