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Mayor

Nancy Berry

Mayor Pro Tem

Karl Mooney

Interim City Manager

Kathy Merrill

Council members

Blanche Brick

Jess Fields

John Nichols

Julie M. Schultz

James Benham

Agenda
College Station City Council
Regular Meeting
Thursday, June 27, 2013 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Presentations:

- Presentation of Certificate of Appreciation to Bob Hole, Cemetery Sexton, by the National Sojourners, Brazos Valley Chapter #378.
- Presentation proclaiming participation in the implementation of a Community Wildfire Protection Plan in accordance with the Healthy Forests Restoration Act.

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:

- June 7, 2013 Special Meeting
- June 13, 2013 Workshop
- June 13, 2013 Regular Council Meeting

- b. Presentation, possible action and discussion on a bid award for the purchase of various pole-mounted and pad-mounted distribution transformers to be maintained in inventory to KBS, \$51,210.00 and Wesco, \$17,985.00 for a total of \$69,195.00.
- c. Presentation, possible action and discussion regarding a resolution authorizing a real estate contract between the City of College Station (Buyer) and Triangle Oaks, L.P. (Seller) for the purchase of 1.31 acres of land located at 1500 University Oaks Blvd.
- d. Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.
- e. Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2013 Justice Assistance Grant (JAG).
- f. Presentation, possible action, and discussion regarding approval of professional services contract #13-278, with Bury & Partners Inc. in the amount of \$97,300 for the Wastewater Aeration Equipment Replacement project.
- g. Presentation, possible action and discussion regarding the renewal of an annual price agreement with Brazos Paving Inc for the purchase of Cement Stabilized Base Rock in an amount not to exceed \$248,000.
- h. Presentation, possible action and discussion regarding the renewal of an annual price agreement with Crafcot Texas Inc for the purchase of Crack Sealant and Detack Material in the amount of \$121,660.65.
- i. Presentation, possible action and discussion on a bid award for Annual Agreement for the annual purchase of crushed stone to Superior Crushed Stone for an amount not to exceed \$462,000.00.
- j. Presentation, possible action, and discussion on a Professional Services Contract with Jones and Carter, Inc., in the amount of \$190,200, for the design, bidding, and construction administration services associated with the Area 2 Waterline Project.
- k. Presentation, possible action, and discussion regarding a change order to the professional services contract with HDR, Inc. (Contract #10-152) in the amount of \$7,963.00 for the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements Project.
- l. Presentation, possible action, and discussion on the second reading of a franchise agreement amendment with Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.
- m. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$40,000 to Reynolds & Reynolds.
- n. Presentation, possible action, and discussion to approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation.

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary.

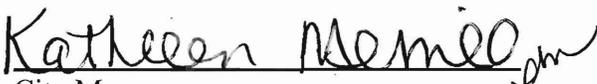
Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Presentation, possible action and discussion on a Funding Agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for Preferred Access to Texas A&M University facilities; and an Assignment and Assumption agreement between the City of College Station, Texas A&M University, and the Brazos Valley Convention and Visitors Bureau.
2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.141 acre, 15-foot wide public utility easement located on Lot 2 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 and on Lot 2, Block 1 of Lodgeco Subdivision according to the plat recorded in Volume 1996, Page 331 of the Deed Records of Brazos County, Texas.
3. 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, June 27, 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 21st day of June, 2013 at 5:00 p.m.


City Secretary

Thursday, June 27, 2013

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 21, 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 . Council meetings are broadcast live on Cable Access Channel 19.

June 27, 2013
City Council Consent Agenda Item No. 2a
City Council Minutes

To: Kathy Merrill, Interim City Manager

From: Sherry Mashburn, City Secretary

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

- June 7, 2013 Special Meeting
- June 13, 2013 Workshop
- June 13, 2013 Regular Council Meeting

Attachments:

- June 7, 2013 Special Meeting
- June 13, 2013 Workshop
- June 13, 2013 Regular Council Meeting

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
JUNE 7, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Karl Mooney
Julie Schultz

City Staff:

Kathy Merrill, Interim City Manager
Robin Cross, Assistant City Attorney

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Berry at 12:43 p.m. on Friday, June 7, 2013 in the Administrative Conference Room 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 §551.074-Personnel, the College Station City Council convened into Executive Session at 12:43 p.m. on Friday, June 7, 2013 in order to continue discussing matters pertaining to:

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

- City Manager

The Executive Session adjourned 1:18 p.m.

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

No action was taken.

4. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the special meeting of the College Station City Council at 1:18 p.m. on Friday, June 7, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JUNE 13, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kathy Merrill, Interim City Manager
James “Rod” Hogan, Interim Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Ian Whittenton, Records Management Coordinator

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 Berry at 4:13 p.m. on Thursday, June 13, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

2. Council Group Photos

3. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 4:22 p.m. on Thursday, June 13, 2013 in order to continue discussing matters pertaining to:

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

- 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 361st District Court of Brazos County, Texas
- State v. Carol Arnold, Cause Number 11-02697-CRF-85, In the 85th District Court, Brazos County, Texas

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

- Legal issues related to city funding for preferred facilities access agreement between T AMU and CVB
- Legal issues to be considered associated with College Station's approaching 100,000 population

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

- Property located at or near George Bush Drive and Holik Street
- Property located at or near University Drive and Tarrow/East Tarrow Streets in College Station

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

- City Manager

E. 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.

4. Take action, if any, on Executive Session.

No action was required from Executive Session.

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

Item 2b was pulled for discussion.

2b: Venessa Garza, Greenways Program Manager, clarified the purchase of the 1.31 acres, some of which being in the flood plain, and the purchase price.

6. Presentation, possible action and discussion regarding an update on anticipated renovations to Kyle Field.

Phillip Ray, TAMU, reported that Texas A&M University, Athletic Department and the 12th Man Foundation desire to redevelop Kyle Field which has sections of the stadium that are

approaching 100 years old. This redevelopment will bring the stadium into current fire code compliance, ADA compliance, current technologic standards, and will eliminate all sightline issues at its completion. This project will give former students, fans and guests a greater modern game day experience, more seating, and in many cases, give the fans basic services that are currently lacking such as restroom capacity, wider concourses and concessions. The project will put chair-back seating in many locations served by bench seating now; add suites, loge boxes and related premium spaces; create a new stadium façade and construct new exterior plaza/mall areas which will enhance tailgating and stadium access along with demonstrating Aggie core values and history. Upon completion, Kyle Field will have a new seating capacity of 102,500. The project completion date is anticipated to be November 2015.

7. Presentation, possible action and discussion regarding Severe Weather Notification and the beginning of the 2013 Hurricane Season.

Brian Hilton, Emergency Management Coordinator, provided a brief history of tornadoes in College Station and Brazos County. He reported that 2% of tornados across the nation are considered as violent as those seen in Oklahoma. Severe weather warnings can be communicated via the Emergency Alert System (EAS), weather radios, and there are weather apps for smart phones. While a particular concern today, in 1990, a Tornado Siren Bond Election was not approved by voters. He noted that in College Station, straight-line winds and micro-bursts cause more property damage than tornados. The 2013 hurricane forecast predicts 13-20 named storms, 7-11 hurricanes, and 3-6 Category 3 hurricanes.

8. Council Calendar

- **June 18 Citizen's Fire Academy Graduation Ceremony and Dinner, in Council Chambers, 6:30 p.m.**
- **June 19 Research Valley Partnership Board Meeting, RVP at 3:00 p.m.**
- **June 20 P&Z Workshop/Meeting, Council Chambers at 6:00 p.m. (James Benham, Liaison)**
- **June 21 Council Budget and Finance Committee Meeting, Administrative Conference Room at 1:30 p.m.**
- **June 24 Retirement Reception for Chief Alley, Fire Station #6 at 3:30 p.m.**
- **June 25 Council Transportation & Mobility Committee Meeting, Room 203, Conference Room A, Municipal Court - 310 Krenek Tap (2nd Floor) at 3 :30 p.m.**
- **June 27 Executive Session/Workshop/Regular Meeting at 4:30,6:00 & 7:00 p.m.**

Council reviewed the Council calendar.

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

Councilmember Schultz asked to see a future workshop item related to the backlog for the installation of electric meters. Timothy Crabb, Director of Electric Utilities, explained the reason for the delay and said that was being addressed.

Councilmember Mooney asked for an item related to the Comprehensive Plan and the distribution of lots for homes of less than \$250,000.

Councilmember Benham asked to discuss residential and suburban development.

10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Berry reported on the MPO, and the BVCOG.

Councilmember Benham reported on the Research Valley Technology Council.

Councilmember Brick reported on the Chamber of Commerce Legislative Affairs Committee.

11. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:17 p.m. on Thursday, June 13, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JUNE 13, 2013

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

Kathy Merrill, Interim City Manager
James “Rod” Hogan, Interim Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Ian Whittenton, Records Management Coordinator

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 Berry at 7:18 p.m. on Thursday, June 13, 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.

Citizen Comments

Carrol Claycamp, 300 Lee Avenue, addressed the Council regarding the Conference Center which was closed eleven months ago. He has been trying to find out why it was necessary to close the center so suddenly and why it remains closed. He also wants to know why some effort wasn't spent to save the building. It appears that the Council is determined to sell the Conference Center. A record rainfall occurred several weeks ago, and the building continues to stand on its own.

CONSENT AGENDA

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

- **May 23, 2013 Workshop**
- **May 23, 2013 Regular Council Meeting**

2b. Presentation, possible action and discussion regarding approval of a real estate contract between the City of College Station (Buyer) and Triangle Oaks, L.P. (Seller) for the purchase of 1.31 acres of land located at 1500 University Oaks Blvd.

2c. Presentation, possible action, and discussion on the first reading of a franchise agreement amendment with Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.

2d. Presentation, possible action and discussion regarding the renewal of annual price agreement 11-031 to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$137,000 and authorizing the City Manager to execute the renewal agreement on behalf of the City Council.

2e. Presentation, possible action and discussion regarding the purchase of 5-15 kV electric distribution breakers in the amount of \$119,190 from V&S Schuler Utilities for system arc flash protection upgrades and for installation Northgate substation.

2f. Presentation, possible action and discussion on the first renewal and first amendment to the bank depository contract between City of College Station and Citibank, N.A.

Item 2b was pulled for a separate vote.

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

(2b)MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Fields, the City Council voted two (2) for and five (5) opposed, with Mayor Berry and Councilmembers Brick, Mooney, Nichols, and Schultz voting against, to postpone this item to the next meeting. The motion failed.

(2b)MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted three (3) for and four (4) opposed, with Councilmembers Brick, Fields, Schultz, and Benham voting against, to approve the real estate contract between the City of College Station (Buyer) and Triangle Oaks, L.P. (Seller) for the purchase of 1.31 acres of land located at 1500 University Oaks Blvd. The motion failed.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3501, vacating and abandoning a 0.094 acre, 20-foot wide public utility easement located on

Lots 2, 3 & 4 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 of the Deed Records of Brazos County, Texas.

At approximately 7:35 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:35 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3501, vacating and abandoning a 0.094 acre, 20-foot wide public utility easement located on Lots 2, 3 & 4 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion approving Ordinance 2013-3502, vacating and abandoning five electrical and public utility easements located at 410 Texas Avenue: a 10-foot electrical utility easement (Exhibit "A"), a 15-foot electrical utility easement (Exhibit "B"), and a 10-foot electrical utility easement (Exhibit "C") recorded in Volume 639, Page 534 of the Deed Records of Brazos County, Texas; a 10-foot electrical utility easement recorded in Volume 740, Page 373 of the Deed Records of Brazos County, Texas; and a 0.07 acre public utility easement recorded in Volume 2709, Page 139 of the Deed Records of Brazos County, Texas.

At approximately 7:37 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:37 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3502, vacating and abandoning five electrical and public utility easements located at 410 Texas Avenue: a 10-foot electrical utility easement (Exhibit "A"), a 15-foot electrical utility easement (Exhibit "B"), and a 10-foot electrical utility easement (Exhibit "C") recorded in Volume 639, Page 534 of the Deed Records of Brazos County, Texas; a 10-foot electrical utility easement recorded in Volume 740, Page 373 of the Deed Records of Brazos County, Texas; and a 0.07 acre public utility easement recorded in Volume 2709, Page 139 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

3. Presentation, possible action and discussion regarding approval of Resolution 06-13-13-03 for Parks and Recreation Department User Fees for facilities and programs for FY 2013-14.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 06-13-13-03 for Parks and Recreation Department User Fees for facilities and programs for FY 2013-14, adding a Part 3 to set an effective date of October 1, 2013. The motion carried.

4. Presentation, possible action and discussion on Ordinance 2013-3503, authorizing the issuance of up to \$10,450,000 in principal amount of "City of College Station, Texas

Certificates of Obligation, Series 2013"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject.

5. Presentation, possible action and discussion on Ordinance 2013-3504, authorizing the issuance of up to \$23,000,000 in principal amount of "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2013;" delegating the authority to certain City Officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject.

Items 4 and 5 were discussed together.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3503, authorizing the issuance of up to \$10,450,000 in principal amount of "City of College Station, Texas Certificates of Obligation, Series 2013"; delegating the authority to certain City Officials to execute certain documents relating to the sale of the certificates; approving and authorizing instruments and procedures relating to the certificates; and enacting other provisions relating to the subject; and to appoint Raymond James, RBC Capital Markets and BOSCO, Inc. as underwriters. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2013-3504, authorizing the issuance of up to \$23,000,000 in principal amount of "City of College Station, Texas General Obligation Improvement and Refunding Bonds, Series 2013;" delegating the authority to certain City Officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and other procedures relating to said bonds; and enacting other provisions relating to the subject; and to appoint Raymond James, RBC Capital Markets and BOSCO, Inc. as underwriters. The motion carried unanimously.

6. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:49 p.m. on Thursday, June 13, 2013.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

June 27, 2013
Consent Agenda Item No. 2b
Purchase of Various Transformers

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of various pole-mounted and pad-mounted distribution transformers to be maintained in inventory to KBS, \$51,210.00 and Wesco, \$17,985.00 for a total of \$69,195.00.

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): Recommend award to the lowest responsible bidder providing the best value to the City as follows:

Item 1:	Wesco	\$17,985.00
Item 2:	KBS	\$20,880.00
Item 3:	KBS	\$11,824.00
Item 4:	KBS	\$9,490.00
Item 5:	KBS	\$9,016.00
TOTAL		\$69,195.00

Summary: Six (6) sealed competitive bids and one (1) letter of no bid were received and opened on June 6, 2013. KBS and Wesco were the lowest responsible bidders for their respective bid items. Upon Council approval, purchase orders will be issued to the vendors recommended for award. The transformers will be placed and maintained in the electrical inventory and expensed as necessary.

Budget & Financial Summary: Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation #13-073

City of College Station - Purchasing Division
 Bid Tabulation for #13-073
 "Purchase of Various Transformers"
 Open Date: Thursday, June 6, 2013 @ 2:00 p.m.

ITEM NUMBER: 1

ITEM DESCRIPTION: 167 KVA Padmount Transformer 240/120

Order Quantity: 5

INVENTORY #: 285-086-00035

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning	DELIVER Y (weeks)
HD Supply Utilities	GE	\$4,510.00	\$22,550.00	\$6,556.52	7
KBS #1	Cooper	\$3,989.00	\$19,945.00	\$6,122.28	6-8
KBS #2	Ermco	\$3,651.00	\$18,255.00	\$5,995.19	8-10
Priester Mell & Nicholson	Central Moloney	\$3,744.00	\$18,720.00	\$5,913.90	8
TEC #1	Ermco	\$3,728.00	\$18,640.00	\$6,072.19	9-11
TEC #2	GE	\$5,041.00	\$25,205.00	\$7,087.52	8-9
Techline #1	Howard	\$3,953.00	\$19,765.00	\$6,095.53	7-9
Wesco	ABB	\$3,597.00	\$17,985.00	\$5,677.85	8-10

Low Bid

City of College Station - Purchasing Division
 Bid Tabulation for #13-073
 "Purchase of Various Transformers"
 Open Date: Thursday, June 6, 2013 @ 2:00 p.m.

ITEM NUMBER: 2

ITEM DESCRIPTION: 225 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00040

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning	DELIVER Y (weeks)
HD Supply Utilities	GE	\$7,449.00	\$22,347.00	\$10,839.49	9
KBS #1	Cooper	\$7,586.00	\$22,758.00	\$11,050.21	8-10
KBS #2	Ermco	\$6,960.00	\$20,880.00	\$10,464.85	8-10
Priester Mell & Nicholson	Central Moloney	\$10,301.00	\$30,903.00	\$13,766.59	16
TEC	Ermco	\$7,033.00	\$21,099.00	\$10,537.85	9-11
TEC	GE	\$7,449.00	\$22,347.00	\$10,839.49	9-11
Techline	Howard	\$7,419.00	\$22,257.00	\$10,683.12	7-9
Wesco	ABB	\$7,566.00	\$22,698.00	\$10,774.54	7-9

Low Bid

City of College Station - Purchasing Division
 Bid Tabulation for #13-073
 "Purchase of Various Transformers"
 Open Date: Thursday, June 6, 2013 @ 2:00 p.m.

ITEM NUMBER: 3

ITEM DESCRIPTION: 25 KVA Polemount Transformer 120/240

Order Quantity: 16

INVENTORY #: 285-086-00008

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning	DELIVER Y (weeks)
HD Supply Utilities	GE	\$769.00	\$12,304.00	\$1,254.17	7
KBS #1	Cooper	\$866.00	\$13,856.00	\$1,360.21	8-9
KBS #2	Ermco	\$739.00	\$11,824.00	\$1,233.82	8-10
Priester Mell & Nicholson	Central Moloney	\$842.00	\$13,472.00	\$1,372.60	8
TEC #1	Ermco	\$740.00	\$11,840.00	\$1,234.82	9-11
TEC #2	GE	\$745.00	\$11,920.00	\$1,230.17	8-9
Techline	Howard	\$837.00	\$13,392.00	\$1,311.27	7-9
Wesco	Power Partners/ABB	\$840.00	\$13,440.00	\$1,340.43	6

Low Bid

City of College Station - Purchasing Division
 Bid Tabulation for #13-073
 "Purchase of Various Transformers"
 Open Date: Thursday, June 6, 2013 @ 2:00 p.m.

ITEM NUMBER: 4

ITEM DESCRIPTION: 37.5 KVA Polemount Transformer 120/240

Order Quantity: 10

INVENTORY #: 285-086-00011

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning	DELIVER Y (weeks)
HD Supply Utilities	GE	\$940.00	\$9,400.00	\$1,613.16	7
KBS #1	Cooper	\$1,059.00	\$10,590.00	\$1,719.10	8-9
KBS #2	Ermco	\$949.00	\$9,490.00	\$1,624.05	8-10
Priester Mell & Nicholson	Central Moloney	\$1,015.00	\$10,150.00	\$1,725.75	8
TEC #1	Ermco	\$955.00	\$9,550.00	\$1,630.05	9-11
TEC #2	GE	\$955.50	\$9,555.00	\$1,628.66	8-9
Techline	Howard	\$1,078.00	\$10,780.00	\$1,721.54	7-9
Wesco	Power Partners/ABB	\$1,083.00	\$10,830.00	\$1,739.33	6

Low Bid

TEC #2 originally bid \$910 but took exception to liquidated damages. Per bid specifications, 5% was added to the unit cost and recalculated to \$955.50. TOC was recalculated to \$1628.66.

City of College Station - Purchasing Division
 Bid Tabulation for #13-073
 "Purchase of Various Transformers"
 Open Date: Thursday, June 6, 2013 @ 2:00 p.m.

ITEM NUMBER: 5

ITEM DESCRIPTION: 50 KVA Polemount Transformer 120/240

Order Quantity: 8

INVENTORY #: 285-086-00013

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning	DELIVER Y (weeks)
HD Supply Utilities	GE	\$1,214.99	\$9,719.92	\$1,976.49	7
KBS #1	Cooper	\$1,271.00	\$10,168.00	\$2,084.21	8-9
KBS #2	Ermco	\$1,127.00	\$9,016.00	\$1,908.79	8-10
Priester Mell & Nicholson	Central Moloney	\$1,175.00	\$9,400.00	\$2,071.26	8
TEC #1	Ermco	\$1,137.00	\$9,096.00	\$1,949.89	9-11
TEC #2	GE	\$1,175.00	\$9,400.00	\$1,936.50	7-9
Techline	Howard	\$1,305.00	\$10,440.00	\$2,113.47	7-9
Wesco	Power Partners/ABB	\$1,303.00	\$10,424.00	\$2,138.94	6

Low Bid

City of College Station - Purchasing Division
 Bid Tabulation for #13-073
 "Purchase of Various Transformers"
 Open Date: Thursday, June 6, 2013 @ 2:00 p.m.

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 167 KVA Padmount Transformer 240/120 Inventory #285-086-00035	Wesco	ABB	5	\$3,597.00	\$17,985.00	8-10 weeks
Item #2 225 KVA Padmount Transformer 208/120 Inventory #285-086-00040	KBS	Ermco	3	\$6,960.00	\$20,880.00	8-10 weeks
Item #3 25 KVA Polemount Transformer 120/240 Inventory #285-086-00008	KBS	Ermco	16	\$739.00	\$11,824.00	8-10 weeks
Item #4 37.5 KVA Polemount Transformer 120/240 Inventory #285-086-00011	KBS	Ermco	10	\$949.00	\$9,490.00	8-10 weeks
Item #5 50 KVA Polemount Transformer 120/240 Inventory #285-086-00013	KBS	Ermco	8	\$1,127.00	\$9,016.00	8-10 weeks
TOTAL					\$69,195.00	

June 27, 2013
Consent Agenda Item No. 2c
Greenway Property Acquisition
Real Estate Contract

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, discussion, and possible action regarding a resolution authorizing a real estate contract between the City of College Station (Buyer) and Triangle Oaks, L.P. (Seller) for the purchase of 1.31 acres of land located at 1500 University Oaks Blvd.

Relationship to Strategic Goals: Core Services and Infrastructure, Improving Transportation, and a Sustainable City.

Recommendation(s): Staff recommends approval of the contract which will authorize the Mayor to execute the contract and the City Attorney to complete the transaction.

Summary: This real estate contract is for the purchase of property for the Greenways Program. Through the previous approval of bond funds by the taxpayers, the City was authorized to purchase flood-prone property for natural drainage, open space and recreational opportunities. This provides a cost-effective method of alleviating future flood damage along with general floodplain management while providing places for passive recreation. Other benefits include erosion control, buffering between land uses and the protection of habitat for existing flora and fauna. To date, over 600 acres have been protected with these funds.

Budget & Financial Summary: The contract purchase price is \$100,000 which is a negotiated amount. \$50,000 of the purchase price is a cash consideration to be paid to the seller with the remaining \$50,000 being a charitable contribution to the City from the seller. Additional funds will be required for surveying, environmental study, title insurance, closing costs and other fees. Funds are available as a part of the Greenway/Floodplain Fund project.

Reviewed and Approved by Legal: Yes

Attachments:

1. Location Map
2. Resolution
3. Real Estate Contract – Available in City Secretary's Office



Legend

-  Owner: Triangle Oaks L.P.
-  Special Flood Hazard Area
-  Parcels
-  Rivers (MapMod)
-  Parks



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, FOR THE CITY TO PURCHASE CERTAIN PROPERTY LOCATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS IN FURTHERANCE OF THE GREENWAYS PROGRAM; AUTHORIZING THE CITY AND ITS REPRESENTATIVES AND EMPLOYEES TO TAKE ANY AND ALL REASONABLE ACTIONS TO ACHIEVE SAME; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, the City of College Station, Texas (“City”) is a home rule municipality duly incorporated and chartered under the constitution and laws of the state of Texas; and

WHEREAS, the City is engaged in the purchase of various properties for the Greenways Program, a voter-approved program whereby the City is authorized to use dedicated bond funds to purchase flood-prone property for natural drainage, open space and recreational opportunities; and

WHEREAS, such acquisition provides a cost-effective method of alleviating future flood damage along with general floodplain management while providing places for passive recreation; and

WHEREAS, benefits of the Greenways Program also include erosion control, buffering between land uses and the protection of habitat for existing flora and fauna; and

WHEREAS, the purchase of approximately 1.3166 acres of land located at 1500 University Oaks Blvd. and as more specifically described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes, includes both floodplain and non-floodplain property, inasmuch as the Seller of the instant purchase was only willing to sell the floodplain property if the City also acquired the adjoining non-floodplain property; and

WHEREAS, the Seller is willing to convey the entire parcel for a negotiated purchase price well below the entire parcel’s appraised fair market value upon the express condition that the City accept both floodplain and non-floodplain portions of the parcel for purchase; and

WHEREAS, the City may wish to use the non-floodplain portion of the property for future City right-of-way or choose to advertise for sale such portion for future development whereby the City would reimburse the bond funds for any such non-park use; and

WHEREAS, to clearly preserve the City’s options to maximize the various uses for the portion of the property which is not floodplain, the City desires to only dedicate as Greenways that portion of the parcel lying within the existing federal floodplain map at

the time of its acquisition as illustrated in Exhibit "B" attached hereto and incorporated herein by reference for all purposes, with the boundaries of the same to be more clearly established and described by the metes and bounds survey which will follow approval of the contract, as will be attached to and included within the closing documents for all purposes; and

WHEREAS, the City Council of the City desires to purchase this land in its entirety to achieve the aforesaid public purposes, and herein determines it to be in the best interest of its citizens and the general public to designate its lawful agents and representatives, including City staff, to achieve same, now therefore,

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

- PART 1:** That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.
- PART 2:** That the City Council of the City of College Station, Texas, herein determines it to be in the best interest of its citizens and the general public to purchase the approximate 1.3166 acres of real property located at 1500 University Oaks Blvd. and as more specifically described in Exhibit "A" for the public purpose of Greenways preservations and other public uses, and to take any and all reasonable action to achieve the real property purchase of the same.
- PART 3:** That the purchase satisfies the voters' intent in acquiring portions of property within the City's jurisdictional limits which also lay within the current federal floodplain map, as illustrated in Exhibit "B", with the boundary of the floodplain portion of the property and the non-floodplain portion of the property to be further established by metes and bounds survey, to be completed prior to closing.
- PART 4:** That the City Manager is hereby authorized to direct and designate City staff and to contract with one or more agents or representatives as deemed appropriate to act on behalf of the City to acquire the property from Triangle Oaks, LP, including contracting with professional appraisers for appraisal services, and contracting with professional real estate agents to act as a land agent for the City relating to acquisition of the Property.
- PART 5:** That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 20____.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



for City Attorney

EXHIBIT "A"

Being all that certain tract or parcel of land located at 1500 University Oaks Blvd, said tract depicted on the map attached hereto and made part hereof.

Landowner (Now or Formerly): Triangle Oaks, LLC

Brazos County Appraisal District Property ID: 37891

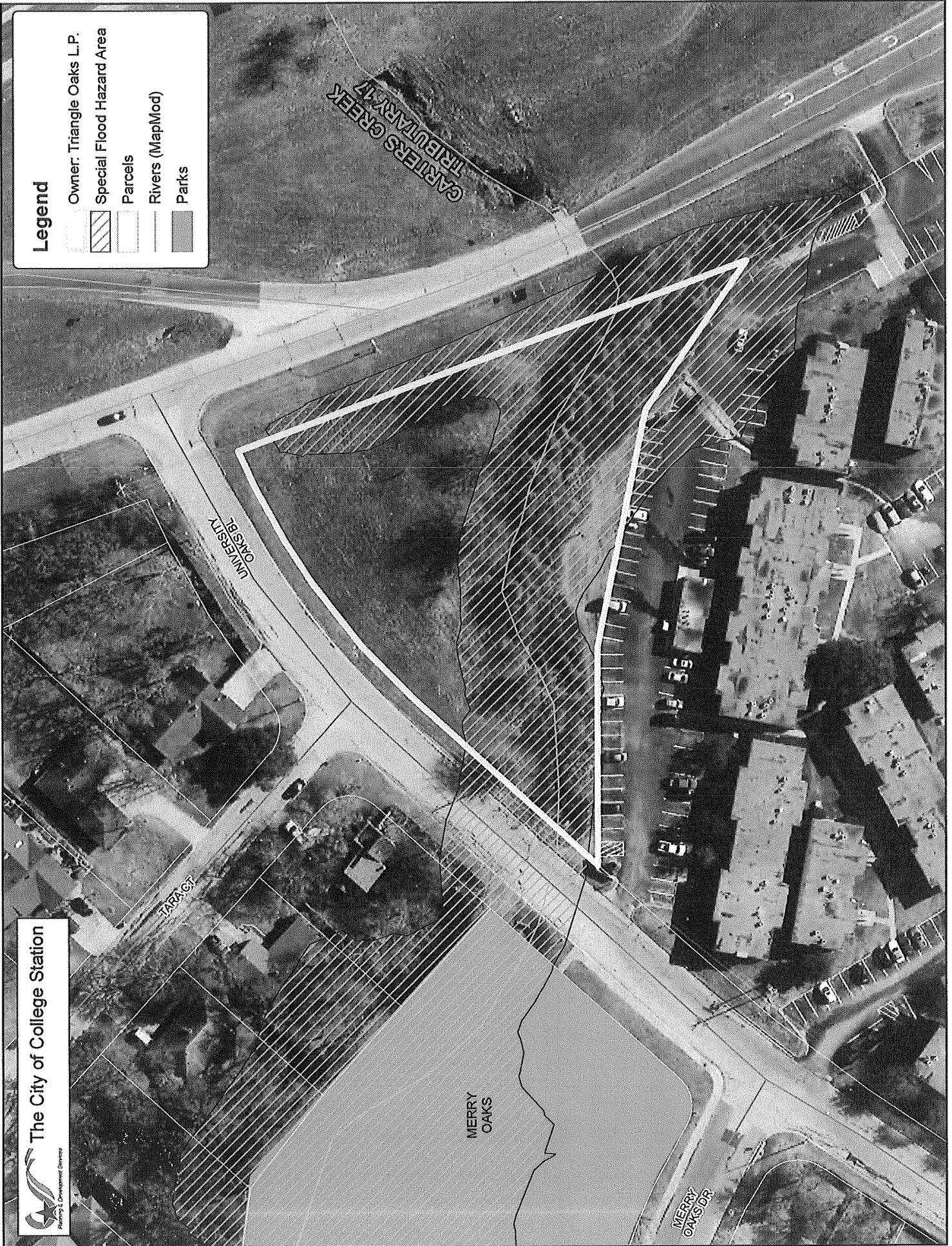
Street Address: 1500 University Oaks Blvd.

Legal Description: Being a 1.3166 acre tract or parcel of land lying and being situated in the Richard Carter League, Abstract No. 8, Brazos County, Texas, and being a part (1.2744 acres) of the Commercial Reserve Tract, Plantation Oaks Addition, Section One, College Station, Texas, platted and recorded in Volume 290, Page 157, Deed Records, Brazos County, Texas, and being a part (0.0392 acres) of the 1.343 acre tract conveyed to Harry E. Seaback by Stephan Dominik, et al, by deed recorded in Volume 323, Page 831, Deed Records, Brazos County, Texas.

EXHIBIT "B"

Legend

-  Owner: Triangle Oaks L.P.
-  Special Flood Hazard Area
-  Parcels
-  Rivers (MapMod)
-  Parks



June 27, 2013
Consent Agenda Item No. 2d

Annual Reconfirmation for Texas A&M University Nuclear Science Center

To: Kathy Merrill, Interim City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution for the Annual Reconfirmation and use of Service and Equipment to be provided by the City of College Station in the Event of a Radiological Incident at the Texas A&M University Nuclear Science Center.

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

Summary: The City of College Station currently provides Fire Protection, Emergency Medical and Hazardous Materials response to the Texas A&M University Main Campus to include the Nuclear Science Center. This Annual Reconfirmation Agreement form is required to be signed and placed in an official file as part of the annual Inspection process by the Nuclear Regulatory Commission.

Budget & Financial Summary: None.

Legal Review: yes

Attachments:

- Resolution
- Reconfirmation Agreement form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE INTERLOCAL AGREEMENT FOR THE ANNUAL RECONFIRMATION AND USE OF SERVICE AND EQUIPMENT TO BE PROVIDED BY THE CITY OF COLLEGE STATION IN THE EVENT OF A RADIOLOGICAL INCIDENT AT THE TEXAS A&M UNIVERSITY NUCLEAR SCIENCE CENTER.

WHEREAS, the City Council of the City of College Station, Texas, desires to protect the health, safety and welfare of its population including Texas A & M University; and

WHEREAS, the City of College Station currently provides fire and hazardous materials emergency response to Texas A&M University; and

WHEREAS, this Agreement is required to be in place for the annual inspection and review process by the Nuclear Regulatory Commission; and

WHEREAS, the College Station City Council has routinely approved a resolution and underlying agreement, beginning with Resolution No. 06-25-86-05, dated 25 June 1986 and most recently Resolution 08-23-12-2f pertaining to this same matter; and

WHEREAS, the City Council of the City of College Station, Texas, wishes to continue to partner and collaborate to provide service and equipment to respond in the event of a radiological incident at the Texas A&M Nuclear Science Center; now, therefore,

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

PART 1: That the City Council hereby approves the Interlocal Agreement for the Annual Reconfirmation of Services and Use of Equipment to be provided by the City of College Station in the event of a radiological incident at the Texas A&M University Nuclear Science Center.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population by collaborating with its partners at Texas A&M University.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2013.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

John R. Curran

City Attorney

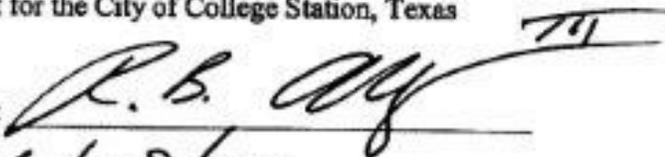
Agreement Between
The Texas A&M University Nuclear Science Center
And
The College Station Fire Department

This is to reconfirm the agreement, as per Resolution No. 06-25-86-05, dated 25 June 1986. The City of College Station Fire Department and Ambulance Service agrees to provide the below listed services and use of equipment to Texas A&M University, the Texas Engineering Experiment Station, and Nuclear Science Center in the event of the implementation of emergency plans. The City of College Station Fire Department also agrees to participate in an annual training program to be presented by these organizations.

List of Services and Equipment to be provided

1. Fire Protection
2. Ambulance Service
3. Emergency Medical Assistance

Robert Alley
Fire Chief for the City of College Station, Texas

Signature: 

Date: 6/28/13

June 27, 2013
Consent Agenda Item No. 2e
Justice Assistance Grant (JAG) Interlocal Agreement

To: Kathy Merrill, Interim City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action and discussion on an interlocal agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2013 Justice Assistance Grant (JAG).

Relationship to Strategic Goals:

1. Financially Sustainable City

Recommendation(s): Staff recommends Council approval.

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

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

Budget & Financial Summary: This 2013 JAG allocation for Brazos County is \$52,650. This amount is based upon a statutory JAG formula that considers the jurisdiction's share of state population and reported part 1 violent crime statistics. The grant has no match requirement.

Individual recommended allocations designated by the Department of Justice are: Brazos County- \$0; Bryan- \$35,480; College Station- \$17,170 for a total of \$52,650. Brazos County has been certified as a disparate jurisdiction. As such, all jurisdictions must enter into an Interlocal Agreement to specify an award distribution to each unit of local government in a manner that will address disparity and furthermore, must apply for funding jointly.

College Station and Bryan Police Departments have agreed to provide 15% of their recommended funding to Brazos County Sheriff's office in an effort to address disparity. After providing 15% to the Brazos County Sheriff's office, the allocations are as follows: Brazos County - \$7,897; Bryan - \$30,158; College Station - \$14,594 for a total of \$52,650.

Bryan Police Department will serve as the administering agency.

Reviewed and Approved by Legal: Yes

Attachments:

1. Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

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

WHEREAS, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice's 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

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

WHEREAS, Bryan will serve as the applicant/fiscal agent; and

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

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

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

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

WHEREAS, Bryan agrees to provide the County \$7,897.50 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan agrees to provide College Station \$14,594.50 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan shall use their \$30,158.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

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

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

1. Bryan agrees to pay the County a total of \$7,897.50 of JAG funds.
2. The County agrees to use the \$7,897.50 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. Bryan agrees to pay College Station a total of \$14,594.50 of JAG funds.
4. College Station agrees to use \$14,594.50 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. Bryan agrees to retain a total of \$30,158.00 of the JAG funds.
6. Bryan agrees to use \$30,158.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2016.
12. **INDEMNIFICATION.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **CONSENT TO SUIT.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF COLLEGE STATION:

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

CITY OF BRYAN:

City Manager
City of Bryan
P.O. Box 1000
300 South Texas Avenue
Bryan, Texas 77803

BRAZOS COUNTY:

County Judge
Brazos County
300 East 29th Street, Suite 114
Bryan, Texas 77803

16. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
17. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
18. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
19. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

20. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
21. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse any other different or subsequent breach.
22. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
23. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
24. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Contract No. _____

EXECUTED this the _____ day of _____, 2013 by CITY OF BRYAN.

CITY OF BRYAN

By: _____
JASON P. BIENSKI
Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Lynn Stratta
City Secretary

Janis Hampton
City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

Contract No. _____

EXECUTED this the _____ day of _____, 2013 by CITY OF COLLEGE STATION.

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

APPROVED:

City Secretary

City Manager



City Attorney

Executive Director Business Services

Contract No. _____

EXECUTED this the _____ day of _____, 2013 by BRAZOS COUNTY.

COUNTY OF BRAZOS

By: _____
DUANE PETERS
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Bill Ballard
Counsel for Brazos County

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2013.

Notary Public, State of Texas
My Commission Expires: _____

June 27, 2013
Consent Agenda Item No. 2f
Engineering for Wastewater Aeration Equipment Replacement

To: Kathy Merrill, Interim City Manager

From: David Coleman, Director of Water Services.

Agenda Caption: Presentation, possible action, and discussion regarding approval of professional services contract #13-278, with Bury & Partners Inc. in the amount of \$97,300 for the Wastewater Aeration Equipment Replacement project.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval.

Summary: The wastewater treatment process requires a large volume of air injected into the treatment tanks for proper and efficient treatment and to minimize odors. This contract will provide engineering services to address three functions where the current equipment has exceeded its service life and must be replaced to ensure the plants will stay within the discharge permit limits: Carters Creek Plants 4 & 5 Aeration Blowers, Sludge Holding Tank # 1 Air Diffusers, and Lick Creek Sludge Aeration Blowers. This project requires professional engineering services, since it is not possible to purchase identical replacement equipment, and under the Engineering Practices Act, must be stamped by a P.E.

Bury & Partners Inc was selected as most qualified for this project, as a continuation of an ongoing project for the headworks facility. Funding for this engineering contract is budgeted and available in FY-13. Funds for the construction contract are being programmed for FY-14 through the ongoing budget process.

Budget & Financial Summary: Funds have been budgeted and are available within the Wastewater Capital Improvement Project Fund for this design contract.

Reviewed and approved by Legal: Yes

Attachment:

Contract available in City Secretary's office

June 27, 2013
Consent Agenda Item No 2g
Renewal of Annual Price Agreement for
the Purchase of Cement Stabilized Rock

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation possible action and discussion regarding the renewal of an annual price agreement with Brazos Paving Inc for the purchase of Cement Stabilized Base Rock in an amount not to exceed \$248,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation: Staff recommends approval of the annual price agreement.

Summary: Bids were requested for an annual price agreement for Cement Stabilized Base Rock on June 24, 2011. One bid was received from Brazos Paving Inc for \$248,000 for material to be picked up by City crews for a unit price of \$31.00 per ton. The maximum amount of material that would be ordered during a one year period is 8,000 tons material has a relatively short life span and cannot be stockpiled because it has a percentage of Portland cement added to it. Cement stabilized rock is use when soil conditions require a base for a pavement repair. When a job requires it a Street and Drainage crew will pick up the material at the plant for use on the same day. This is renewal one of two allowable renewals.

Budget Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Reviewed and Approved by Legal: N/A

Attachments

1. Signed Second Renewal Agreement – Bid 11-97 R2



CITY OF COLLEGE STATION
Home of Texas A&M University

May 28, 2013

ATTN:

~~Landon Alford~~ *Billy Prewitt*
Brazos Paving, Inc.
Hwy 21 West
Bryan, TX 77801

RE: Second Renewal – BID 11-97
Annual Price Agreement for Cement Stabilized Rock

Dear Mr. Alford

The City of College Station appreciates the services provided by Brazos Paving, Inc. this past year. We would like to exercise our option to renew the above referenced price agreement for the term of July 18, 2013 through July 17, 2014.

If this meets with your company's approval, please complete this renewal price agreement, and return it no later than June 14, 2013. We will then issue your company a new purchase order effective July 18, 2013 through July 17, 2014.

Should you have any questions, please call me at (979) 764-3437.

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the Annual Price Agreement for Cement Stabilized Rock as stated in BID 11-97 and in accordance with all terms and conditions previously agreed to and accepted at \$31.00/ton, for an amount not to exceed Two Hundred Forty Eight Thousand Dollars and 00/100 (\$248,000.00).

I understand this renewal term will be for the period beginning July 18, 2013 through July 17, 2014. This is the second renewal.

BRAZOS PAVING, INC

By: 
Printed Name: Billy Prewitt
Title: Vice President
Date: 5/29/13

June 27, 2013
Consent Agenda Item No 2h
Renewal of Annual Price Agreement for
the Purchase of Crack Sealant Detack Material

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation possible action and discussion regarding the renewal of an annual price agreement with Crafcot Texas Inc for the purchase of Crack Sealant and Detack Material in the amount of \$121,660.65.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation: Staff recommends approval of the annual price agreement.

Summary: Bids (Bid 11 93) were requested for an annual price agreement for Crack Sealant and Detack Material on June 21, 2011. Crafcot Texas Inc. agrees to a first renewal of two allowable annual renewals as follows:

	<u>Original Bid Amount</u>	<u>Renewal with 8% increase</u>
Poly Flex III	\$0.55/lb.	\$0.59/lb.
Detack	\$8.15/gal	\$8.80/gal.

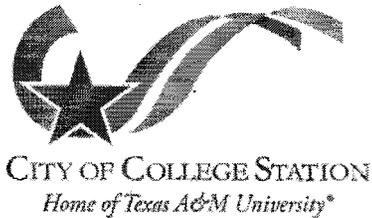
The original agreement amount was not to exceed \$112,648.75 and the increased amount at 8% will not exceed \$121,660.65.

Budget Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Reviewed and Approved by Legal: N/A

Attachments

1. Signed Second Renewal Agreement – Bid 11-93 R2



May 28, 2013

ATTN:
William T. Frerichs
Crafco Texas, Inc.
105 Tower Dr.
San Antonio, TX 78232

RE: Second Renewal – BID 11-93
Annual Price Agreement for Crack Sealant and Detack Sealant

Dear Mr. Frerichs,

The City of College Station appreciates the services provided by Crafco Texas, Inc., this past year. We would like to exercise our option to renew the above referenced price agreement for the term of July 18, 2013 through July 17, 2014.

If this meets with your company's approval, please complete this renewal price agreement, and return it no later than June 14, 2013. We will then issue your company a new purchase order effective July 18, 2013 through July 18, 2014.

Should you have any questions, please call me at (979) 764-3437.

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

EMAILED

5-29-13

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew the Annual Price Agreement for Crack Sealant and Detack Sealant as stated in BID 11- 93 and in accordance with all terms and conditions previously agreed to and accepted, with a previous vendor requested price increase of eight percent (8%). The pricing of Crack Sealant, Polyflex Type III will be \$0.59/lb, and Detack Sealant will be \$8.80/gal, for a total amount not to exceed One Hundred Twenty One Thousand Six Hundred Sixty Dollars and 65/100 (\$121,660.65).

I understand this renewal term will be for the period beginning July 18, 2013 through July 17, 2014. This is the second renewal.

CRAFCO TEXAS, INC

By: William T. Frenichs
Printed Name: William T. Frenichs
Title: President
Date: 5-29-13

June 27, 2013
Consent Agenda Item No 2i
Annual Purchase of Crushed Stone

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action and discussion on a bid award for Annual Agreement for the annual purchase of crushed stone to Superior Crushed Stone for an amount not to exceed \$462,000.00.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation: Staff recommends approval of the annual price agreement.

Summary: Six (6) sealed competitive bids were received and opened on June 3, 2013. The lowest responsible bidder was Superior Crushed Stone, LC. in the amount of \$462,000.00 for materials to be delivered to City. Maximum annual estimated quantities were bid as follows: 10,000 tons of crushed stone at \$20.50/ton, 6,000 tons of crushed limestone at \$24.50/ton and 4,000 tons of rip rap at \$27.50/ton.

Staff is familiar with the quality of the recommended bidder's products, their reputation and the long term cost for acquiring the products from the vendor recommended. Upon Council approval, a blanket purchase order will be issued to Superior Crushed Stone, LC.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Reviewed and Approved by Legal: N/A

Attachments:

1. Bid Tabulation #13-072



City of College Station - Purchasing Division
 Bid Tabulation for #13-072
 "Annual Purchase of Crushed Stone"
 Open Date: Monday, June 3, 2013 @ 2:00 p.m.

Item	Qty	Unit of Measure	Description	Brazos Paving, Inc.		Brazos Site Works, LP		Superior Crushed Stone, LC		Knife River Corporation South		Statewide Materials Transport		Conners Crushed Stone	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	10,000	tons	Crushed Stone, Type A, Grade 2, in accordance with TSDHPT 1993 Standard Specs, Item # 247	\$18.25	\$182,500.00	\$22.95	\$229,500.00	\$20.50	\$205,000.00	\$23.32	\$233,200.00	\$19.42	\$194,200.00	\$6.50	\$65,000.00
2	6,000	tons	Crushed Limestone, 1" - 3" Bedding Rock			\$29.95	\$179,700.00	\$24.50	\$147,000.00	\$30.32	\$181,920.00	\$30.08	\$180,480.00	\$12.00	\$72,000.00
3	4,000	tons	Rip Rap			\$29.95	\$119,800.00	\$27.50	\$110,000.00			\$30.08	\$120,320.00	\$20.00	\$80,000.00
Total Bid Amount				\$182,500.00		\$529,000.00		\$462,000.00		\$415,120.00		\$495,000.00		\$217,000.00	
Bid Certification				Y		Y		Y		Y		Y		Y	
Delivery Date				30 days		3 days		1 day		2 days if in stock, 3 weeks if not		per request		31 days	
Prompt Payment Discount				N		N		N		N		N		N	
Exceptions				Vendor bid on Type D Crushed Stone instead of the specified Type A.						Minimum 14 ton load required for delivery. Must be allowed to dump and release within 15 minutes of arrival.				Vendor did not properly fill in the bid form. Quoted unit price did not include delivery. Vendor chose to withdraw their bid.	

June 27, 2013
Consent Agenda Item No. 2j
Project Number WF1544836
Area 2 Waterline

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion on a Professional Services Contract with Jones and Carter, Inc., in the amount of \$190,200, for the design, bidding, and construction administration services associated with the Area 2 Waterline Project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: Jones and Carter, Inc., was contacted to submit a proposal for the final design of the Area 2 Waterline project based upon their selection as being the most highly qualified firm in RFQ #13-039.

In 2010, the City and the Wellborn SUD finalized a water Service Area (CCN) settlement agreement in which the City acquired the water CCN area near Arrington Road and Greens Prairie Road. As part of the settlement, the City agreed to disconnect the existing Wellborn customers in this area, and reconnect them onto the City's water distribution system. The City will construct new water lines to provide adequate water service to this area, to support future development.

The scope of this contract is for design, bidding, and construction administration services for water distribution lines along Greens Prairie Road, Arrington Road, and Whites Creek Lane.

Budget & Financial Summary: The budget for this project is \$1,224,780. Funds in the amount of \$210.83 have been expended or committed to date, leaving a balance of \$1,224,569.17 for this contract and construction.

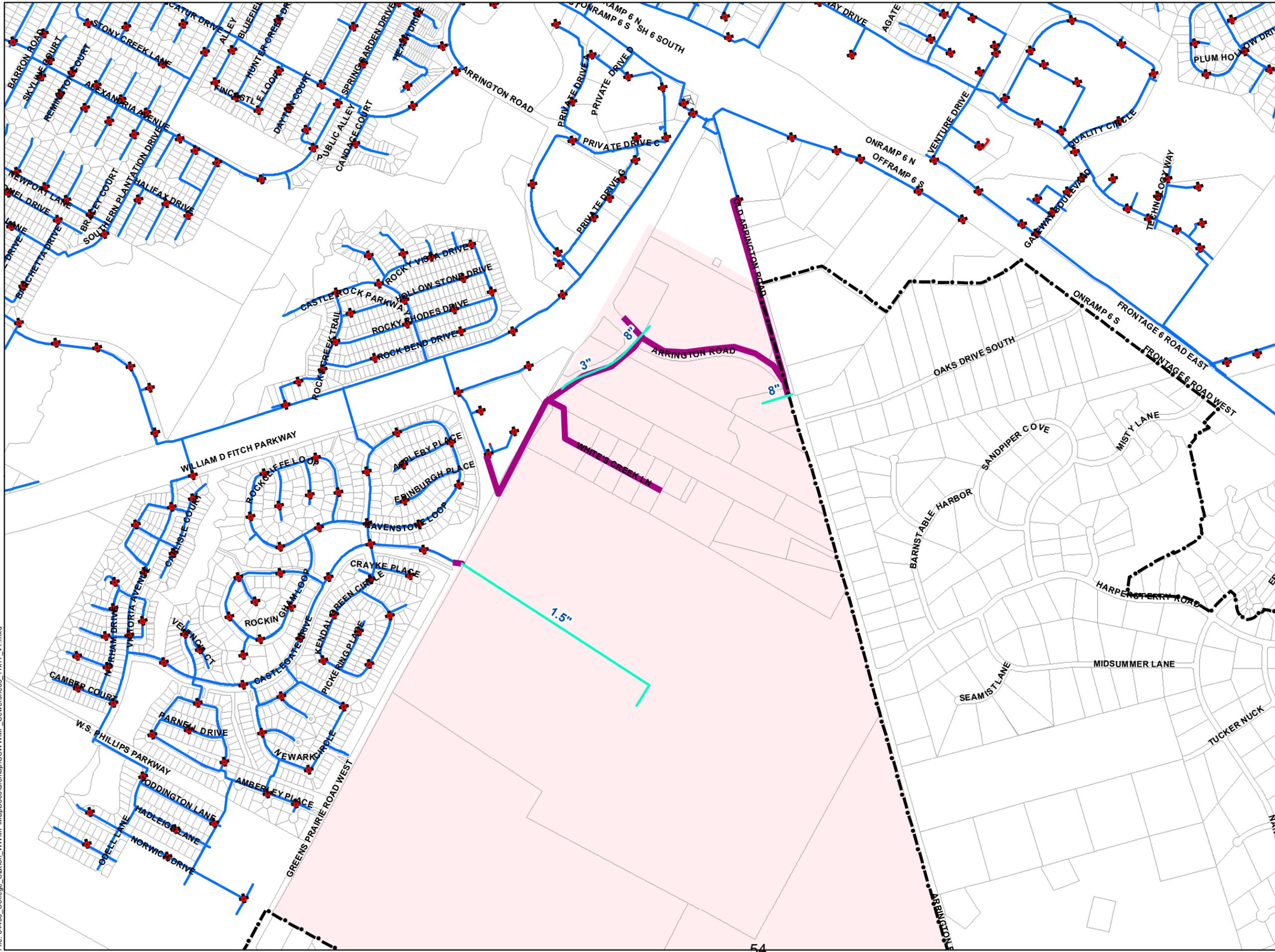
Attachments:

1. Project Location Map

ANNEX AREA 2 WATER LINE EXTENSION CIP (WELLBORN WATER CCN TRANSFER)

Legend:

-  Existing COCS WL
-  Transferred Water Line
-  Preliminary "Annex Area 2 Water Line Extension CIP" Alignment
-  College Station City Limits
-  Annex Area 2 CCN To Be Tranferred



1 inch = 1,000 feet

JANUARY 2013

June 27, 2013
Consent Agenda Item No. 2k
Professional Services Change Order for
Lick Creek Wastewater Treatment Plant Miscellaneous Improvements

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding a change order to the professional services contract with HDR, Inc. (Contract #10-152) in the amount of \$7,963.00 for the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements Project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation: Staff recommends approval of this change order.

Summary: Contract 10-152 was awarded to HDR, Inc. in April 2010 to provide engineering design services for the Lick Creek Miscellaneous Improvements project consisting of:

- Return activated sludge improvements.
- Waste sludge holding tank improvements
- Process control improvements
- Clarifier catwalks
- Dewatered sludge conveyance system
- Influent pump station guide rails
- New centrifuge

The project is currently in construction and is scheduled to be complete in the fall of 2013. This change order is required for increased labor cost for the design firm to provide services during construction, since the construction contract schedule has been extended

Budget & Financial Summary: Funds in the amount of \$3,148,249 are currently budgeted for these projects in the Wastewater Capital Improvement Projects Fund. Funds in the amount of \$2,709,418 have been expended or committed to date, leaving a balance of \$438,831 for this change order and future costs.

Reviewed and Approved by Legal: Yes

Attachments:

1. Change Order
2. Project Location Map

CHANGE ORDER NO. 4 DATE: 05/21/2013 Contract No. 10-152
P.O.# 100730 PROJECT: Lick Creek Miscellaneous Improvements Funded in Whole/Part w CO's N

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

CONTRACTOR:
HDR Engineering, Inc.
17111 Preston Rd., Suite 200 Ph: 972-960-4400
Dallas, Texas 75248 Fax: 972-960-4471

PURPOSE OF THIS CHANGE ORDER:
A. Labor adjustment for construction services due to extension of project schedule

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Labor adjustment	\$7,963.00	0	1	\$7,963.00
					TOTAL	\$7,963.00

THE NET AFFECT OF THIS CHANGE ORDER IS 39.1 % INCREASE

LINE 1 (acct./WF1142617)	\$1,137.57
LINE 2 (acct./WF1142618)	\$1,137.57
LINE 3 (acct./WF1142623)	\$1,137.57
LINE 4 (acct./WF1142624)	\$1,137.57
LINE 5 (acct./WF1042497)	\$1,137.57
LINE 6 (acct./WF1142843)	\$1,137.57
LINE 7 (acct./WF1433858)	\$1,137.58
TOTAL CHANGE ORDER	\$7,963.00

ORIGINAL CONTRACT AMOUNT	\$234,120.00	
CHANGE ORDER NO. 1	\$7,000.00	3.0% % CHANGE
CHANGE ORDER NO. 2	\$76,670.00	32.7% % CHANGE
CHANGE ORDER NO. 3	\$0.00	0.0% % CHANGE
CHANGE ORDER NO. 4	\$7,963.00	3.4% % CHANGE
REVISED CONTRACT AMOUNT	\$325,753.00	39.1% % TOTAL CHANGE

ORIGINAL CONTRACT TIME	355	Days
Time Extension No. 1	180	Days
Time Extension No. 2	427	Days
Time Extension No. 3	0	Days
Time Extension No. 4	246	Days
Revised Contract Time	1208	Days

SUBSTANTIAL COMPLETION DATE 1-May-11
REVISED SUBSTANTIAL COMPLETION DATE 31-Aug-13

APPROVED

_____	Date	_____	Date
A/E CONTRACTOR		CHIEF FINANCIAL OFFICER	
_____	Date	_____	Date
CONSTRUCTION CONTRACTOR		CITY ATTORNEY	
_____	Date	_____	Date
PROJECT MANAGER		CITY MANAGER	
_____	Date	_____	Date
CITY ENGINEER		MAYOR	
_____	Date	_____	Date
DEPARTMENT DIRECTOR		CITY SECRETARY	

LICK CREEK WWTP MISCELLANEOUS IMPROVEMENTS



June 27, 2013
Consent Agenda Item No. 2L
Construction & Demolition Debris, Organic Waste, Recycling Collection
Franchise Agreement Amendment Second Reading-
Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste

To: Kathy Merrill, Interim City Manager
From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion on the second reading of a franchise agreement amendment with Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.

Relationship to Strategic Goals:

1. Core Services and Infrastructure.

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

Summary: Currently Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste operates a construction and demolition debris and organic waste franchise agreement with the City of College Station. The proposed franchise agreement amendment will add the ability to collect multifamily and commercial recycling.

Construction and demolition debris is defined any building material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

Organic waste is defined as waste of a biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product. Organic waste includes food waste, brush, manure, leaves, mulch, and compost.

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

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

Section 104 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at two (2) separate regular meetings of the City Council."

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Franchise Ordinance

2013 AMENDMENT TO THE ORDINANCE GRANTING A NON EXCLUSIVE FRANCHISE WITH TEXAS COMMERCIAL WASTE

Whereas, the City of College Station passed Ordinance No. 2010-3294a on November 10, 2010, entered into a franchise agreement with TEXAS COMMERCIAL WASTE; and

Whereas, TEXAS COMMERCIAL WASTE and the City of College Station desire to amend the franchise agreement with Ordinance No. 2010-3294a by adding Multifamily and Commercial Recycling Collection to the franchise (attached hereto as Exhibit A);

Whereas, TEXAS COMMERCIAL WASTE and the City of College Station agree that all mutual covenants, agreements, terms, and conditions, and valuable consideration from the original franchise will remain in effect and will apply to this amendment; and

Whereas, the College Station City Council must approve this amendment

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, TEXAS COMMERCIAL WASTE and the City of College Station agree and contract as follows:

To amend the original franchise agreement sections I - XXVII, the amendment is to read as follows:

AN ORDINANCE GRANTING BRYAN IRON AND METAL, LTD., D/B/A TEXAS COMMERCIAL WASTE, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF PROVIDING RESIDENTIAL AND COMMERCIAL DEMOLITION AND CONSTRUCTION DEBRIS, MULTI-FAMILY AND COMMERCIAL BUSINESS RECYCLING, AND MULTI-FAMILY AND COMMERCIAL ORGANIC WASTE COLLECTION; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; AND FOR PARTIAL INVALIDITY.

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

Whereas, the City of College Station desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of a certain

classification of solid waste generated within the corporate limits of the City of College Station under the terms of this Franchise Agreement as set out below; and

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

**ARTICLE I
DEFINITIONS**

1. **Contractor** means Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste conducting residential and commercial business demolition and construction debris collection and multi-family apartment and commercial business recycling and organic waste collection.
2. **Brazos Valley Solid Waste Management Inc.** or BVSWMA means a landfill operated by an interlocal agreement.
3. **City of College Station** or City means the City of College Station, Texas a Home-Rule Municipal Corporation incorporated under the laws of Texas.
4. **City Council** or Council means the governing body of the City of College Station, Texas.
5. **Class 1 Waste** means that term as defined in the Texas Administrative Code as it now exists or as is hereafter amended.
6. **Compactor** means a bulk container used for the collection of refuse, equipped with a device to compact such materials and thereby increasing the storage capacity of the containers.
7. **Container** means an apparatus of varying capacity used for refuse collection. This apparatus must have a securable lid. This lid shall remain closed and secured with the exception of loading and collection. Containers shall not be made of any temporary material.
8. **Customer** means: those industrial, residential, or commercial premises located within the City that generate recyclables, demolition and construction debris, or organic waste.

a. Residential Customers

- i. Each single-family detached residential unit or residential units in a building with fewer than a total of four (4) attached residential units in a complex where each residential unit has been assigned a seventy-gallon automated solid waste container, receiving weekly garbage, rubbish, brush and recycling collection.
- ii. Each residential unit in a building with fewer than a total of four (4) attached residential units in a complex the City has not identified as a multi-family apartment complex, that has been assigned a shared three hundred-gallon or larger automated solid waste collection container,

receiving twice-per-week garbage collection, weekly curbside recycling collection, and weekly rubbish/brush collection.

- b. **Multi-family Customers** - Each residential unit in a building with a total of four (4) or more attached residential units in a complex the City has identified as a multi-family apartment complex, that has been assigned a large solid waste container shared by multiple residential units for garbage collection only.
 - c. **Commercial Customers** - Any customer who is an enterprise or establishment whose main purpose is to carry on a commercial for-profit or not-for-profit activity. Said definition shall include all uses not falling within the category of residential, including, but not limited to, churches, hospitals, schools and industries.
 - d. **Industrial Customers**- Real property on which manufacture or assembly employing labor or machinery is carried on for profit.
9. **Demolition and Construction Debris** means any building material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
10. **Franchise Agreement** means this franchise between the City of College Station and Bryan Iron and Metal, Ltd. d/b/a Texas Commercial Waste for provision of demolition and construction debris, recycling, and organic waste collection from multi-family apartment and commercial business locations within the City of College Station; and for provision of residential demolition and construction debris collection within the City of College Station, under certain terms and conditions set out herein.
11. **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed rather than reprocessed into another product.
12. **Recyclables or Recyclable Commodities** means materials recovered from the solid waste stream for reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable commodities or recyclables are not solid waste unless they are abandoned or disposed rather than reprocessed into another product.
13. **Residue** means the material regularly associated with and attached to recyclable commodities, as a part of the original packaging or use of that commodity, that is not recyclable itself.
14. **Roll-Off** means a container of varying capacity used for refuse collection.

**ARTICLE II
GRANT OF NON EXCLUSIVE FRANCHISE**

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

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

**ARTICLE III
DISPOSAL SITE TO BE USED**

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

**ARTICLE IV
RATES TO BE CHARGED BY TEXAS COMMERCIAL WASTE**

Attached hereto as **Exhibit "A"** and incorporated herein by reference is the Schedule of Base Rates, which Contractor shall charge for the aforementioned services. The Contractor shall notify the City in writing at least 30 days before making any rate changes.

**ARTICLE V
PAYMENTS TO CITY**

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

- a. A fee is required equivalent to five percent (5%) of Contractor's monthly gross delivery and hauling revenues; including rates as described in **"Exhibit A"**, generated from Contractor's provision of demolition and construction debris, recyclable, and organic waste roll-off, compactor, or container collection services

within the City if Contractor reports aggregate recycling of at least sixty percent (60%) of demolition and construction debris, recyclables, and organic waste collected.

- b. A fee is required equivalent to six and one half percent (6.5%) of Contractor's monthly gross delivery and hauling revenues; including rates as described in **“Exhibit A”**, generated from Contractor’s provision of demolition and construction debris, recyclable, and organic waste roll-off, compactor, or container collection services within the City if Contractor’s reports aggregate recycling of at least fifty-five percent (55%) but less than sixty percent (60%) of demolition and construction debris, recyclables, and organic waste collected.
- c. A fee is required equivalent to eight percent (8%) of Contractor's monthly gross delivery and hauling revenues; including rates as described in **“Exhibit A”**, generated from Contractor’s provision of demolition and construction debris, recyclable, and organic waste roll-off, compactor, or container collection services within the City if Contractor reports aggregate recycling less than fifty-five percent (55%) of demolition and construction debris, recyclables, and organic waste collected.

2. Any revenue received by Contractor is subject to the franchise fee and shall be computed into Contractor's monthly gross delivery and hauling revenues, and rates as described in **“Exhibit A”**. Payment will be paid quarterly to the City, and shall be due by the twentieth day (20th) of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under this Article V.

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

ARTICLE VI ACCESS TO RECORDS & REPORTING

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

Along with the payment to the City of the City’s agreed share of revenue from the monthly gross revenues, delivery revenues, and hauling revenues from collection of demolition and construction debris, recyclables, organic waste, and rates as described in **“Exhibit A”**, Contractor shall provide a Monthly Activity Report due to the City no later than the twentieth (20th) calendar day of each month, summarizing collection activity for the previous calendar month. Contractor’s report shall include the following information:

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

**ARTICLE VII
PLACEMENT OF ROLL-OFFS, COMPACTORS, AND CONTAINERS**

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

**ARTICLE VIII
CONTAINER AND EQUIPMENT MAINTENANCE**

1. Contractor's vehicles shall at all times be clearly marked with Contractor's name, address, telephone number and if applicable, state permit number, in letters not less than three (3) inches in height. All equipment necessary for the performance of this franchise shall be in good condition and repair.
2. Contractor agrees to paint and properly maintain in a safe, clean, and sanitary condition, all roll-off(s), compactor(s), or container(s) placed out for service within the City. Organic waste and recycling roll-off(s), compactor(s), and container(s) must be clearly marked as used for

“Organic Waste Only” or “Recyclables Only” in letters at least twelve inches (12”) in height on the sides of the roll-off container(s), compactor(s), or container(s).

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

ARTICLE IX COMPLAINTS REGARDING SERVICE/SPILLAGE

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

ARTICLE X COMPLIANCE WITH LAWS

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

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

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

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

ARTICLE XI UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

This Franchise Agreement contains all the terms and conditions agreed on by the parties and no other agreements, or otherwise, regarding the subject matter of this franchise shall be of any force or effect. Both parties agree and understand that nothing in this Franchise Agreement

conveys to Contractor an exclusive franchise for the services described in this franchise and that this franchise is non-exclusive.

ARTICLE XII OWNERSHIP OF MATERIALS

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

ARTICLE XIII CITY SERVICE

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

ARTICLE XIV FAILURE TO PERFORM

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

ARTICLE XV RELEASE AND INDEMNIFICATION

1. Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges City, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person party, Contractor, or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the grant of this franchise to Contractor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

2. Contractor agrees to and shall indemnify and hold City harmless and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, and for damage to any property, out of or in connection with operation of Contractor's recycling business under this franchise and disposal or resale of the recyclable waste collected by it, and arising out of or in connection with the performance of this Agreement, whether the Contractor's negligence is the sole or concurring cause of the injury, death, or damages, and whether the City's negligence is the sole or concurring cause of the injury, death, or damages. It is the express intention of the parties hereto, that the indemnity provided for hereinabove is intended by the Contractor to indemnify and protect the City from the consequences of both the City's own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage; or the Contractor's negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

3. Contractor assumes responsibility and liability and hereby agrees to indemnify the City from any liability caused by Contractor's failure to comply with applicable federal, state, or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

ARTICLE XVI INSURANCE

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

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

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

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

a. Standard Insurance Policies Required

1. Commercial General Liability
2. Business Automobile Liability

3. Workers' Compensation

b. General Requirements Applicable to All Policies

1. Only Insurance Carriers licensed and authorized to do business in the State of Texas will be accepted.
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
3. "Claims Made" policies are not accepted.
4. 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.
5. In the event of a claim and upon request, Contractor shall furnish copies of all insurance policies to the City of College Station.
6. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" on the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

c. Commercial General Liability

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

d. Endorsements

1. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as **Exhibit "B"**, and approved by the City before work commences.

e. Workers Compensation Insurance

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a worker's compensation insurance policy, either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
2. Workers' compensation insurance shall include the following terms:
 - A. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee is required.
 - B. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - C. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
3. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

- A. Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- B. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

- C. Persons providing services on the project (“subcontractors” in § 406.096 [of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
4. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
 5. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
 6. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 7. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - A. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - B. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 8. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
 9. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 10. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all

persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.** The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - A.** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - B.** Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - C.** Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - D.** Obtain from each other person with whom it contracts, and provide to the Contractor:
 - i.** A certificate of coverage, prior to the other person beginning work on the project; and
 - ii.** A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - E.** Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - F.** Notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - G.** Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

- 12.** By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may

subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

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

**ARTICLE XVII
ASSIGNMENT**

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

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

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

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

**ARTICLE XIX
AD VALOREM TAXES**

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

**ARTICLE XX
NOTICES AND PAYMENTS**

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

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

Ron Schmidt
General Manager
Texas Commercial Waste
P. O. Box 645
Bryan, Texas 77806

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

**ARTICLE XXI
PENALTY**

Any person, firm or corporation violating any provision of this ordinance shall receive a citation and fine not to exceed \$2,000.00 for each offense, and each and every day said violation continues constitutes a separate offense.

**ARTICLE XXII
AMENDMENTS**

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

**ARTICLE XXIII
SEVERABILITY**

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

of this Agreement with valid legal terms and conditions approximating the original intent of the parties.

**ARTICLE XXIV
AUTHORIZATION TO EXECUTE**

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

**ARTICLE XXV
TERM AND TERMINATION OF FRANCHISE**

1. The term of this Franchise Agreement shall be for a period of five (5) years beginning on the date of acceptance.
2. In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by Contractor shall include, but not be limited to, the following:
 - a. Failure to pay the fees prescribed by Article V
 - b. Failure to materially deliver the services provided for in this Franchise
 - c. Material misrepresentation of fact in the application for or negotiation of this Franchise
 - d. Conviction of any director, officer, employee, or agent of Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise
 - e. Material misrepresentations of fact knowingly made to City with respect to or regarding Contractor's operations, management, revenues, services or reports required pursuant to this Franchise
 - f. Revocation or denial of registration or renewal of registration by TCEQ
 - g. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure
3. Contractor shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers, or employees.
4. City may after a hearing as described herein, revoke and cancel this Franchise by and between the parties and said Franchise shall be null and void. City shall mail notice to Contractor, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council, and Contractor shall be allowed to present evidence and be given an opportunity to answer all allegations for the termination set forth in the notice.

In the event the Council determines the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the City.

**ARTICLE XXVI
ACCEPTANCE OF FRANCHISE**

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

Attn: Public Works Director

TEXAS COMMERCIAL WASTE, acting by and through its undersigned who is acting within his or her official capacity and authority, hereby accepts the franchise to operate construction and demolition debris, organic waste, and recycling collection services within the City of College Station, Texas ("College Station") as said franchise is set forth and provided for in Ordinance No. _____ (the "Ordinance"). TEXAS COMMERCIAL WASTE agrees to be bound and governed by the terms, provision and condition of the Ordinance, to accept and to give the benefits provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Ordinance.

By: [Signature]
Name: RONALD SCUM. JR.
Title: CEO MGR.
Date: 5-30-13

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

**ARTICLE XXVII
PUBLIC MEETING**

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

First Consideration & Approval on the _____ day of _____ 2013

Second Consideration & Approval on the _____ day of _____ 2013

**BRYAN IRON AND METAL, LTD.
d/b/a Texas Commercial Waste**

CITY OF COLLEGE STATION

By:  _____

By: _____

Printed Name: RONALD SEIMIST

Mayor

Date: _____

Title: GENERAL MANAGER

Date: 5-30-13

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Executive Dir. Business Services
Date: _____

EXHIBIT "A"
SCHEDULE OF BASE RATES

EXHIBIT “B”
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

June 27, 2013
Consent Agenda Item No. 2m
Authorization to Disburse Grant Funding to Reynolds & Reynolds, Inc.

To: Kathy Merrill, Interim City Manager

From: Randall Heye, Economic Development Analyst

Agenda Caption: Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$40,000 to Reynolds & Reynolds.

Relationship to Strategic Initiatives: Diverse Growing Economy

Recommendation(s): In fulfillment of the City's contractual obligation, staff recommends approval of a \$40,000 payment to Reynolds & Reynolds for performance in 2012.

Summary: On December 14, 2006 the City Council unanimously approved an Economic Development Agreement with Reynolds & Reynolds to provide Retention and Expansion, and Payroll Grants for economic performance at their 200 Quality Circle location in the *Business Center at College Station*. The term of this agreement is ten years and the total maximum amount of all applicable grants is \$550,000. This payment represents the sixth annual disbursement. Reynolds & Reynolds previously received \$45,000 for 2007, 2008, 2010, and 2011 as well as \$40,000 for 2009 performance.

The Retention and Expansion component of the agreement requires Reynolds & Reynolds to maintain real and personal property of at least \$24 million and maintain an annual payroll of \$18 million. As a performance incentive, the agreement provides for Reynolds & Reynolds to receive a Retention and Expansion Grant in an amount of \$30,000 and a Payroll Grant of \$5,000 for each \$1 million increment in additional payroll over an \$18 million minimum.

Based on the Statement of Compliance and supporting documentation submitted by Reynolds & Reynolds to the Research Valley Partnership and the City, the company has established real and personal property valuation in an amount of \$27,525,210 and is eligible for a Retention and Expansion Grant of \$30,000. Further the company currently maintains a payroll of \$20,523,652 and is eligible for a combined Payroll Grant of \$10,000.

Budget & Financial Summary: Funding in the amount of \$40,000 is budgeted and available in the City's Economic Development Fund.

Reviewed and Approved by Legal: N/A

Attachments: 2012 Statement of Compliance – Reynolds & Reynolds, Inc.



June 12, 2013

Mayor Nancy Berry
City of College Station
Post Office Box 9960
College Station, Texas 77842

RE: 2012 Economic Development Agreement Performance

Dear Mayor Nancy Berry:

In accordance with Article IV §(1), (2), (3) of the Economic Development Agreement (the "Agreement"), dated March 15, 2007 between the City of College Station, Brazos County, Research Valley Partnership and Reynolds & Reynolds Company, Inc. (the "Company"), please accept this letter and its related attachments as certification of our 2012 performance and an official request for payment in that regard.

Per the attached documentation as provided by Mr. Dennis McGregor and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company realized and currently maintains a Real Property value of \$19,497,565 and Personal Property valuation of \$44,016,291 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company requests payment of a Retention and Expansion Grant, in the amount of \$30,000.

Further, per the attached documentation as provided by Mr. Dennis McGregor and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company currently maintains an annual Payroll of \$20,523,652.49 at its 200 Quality Circle, College Station, Texas location. The 2012 total amount of property value, at 200 Quality Circle both personal and real, from the Brazos County Appraisal District is \$27,526,210. In accordance with the provisions of the Agreement, the Company also requests remittance of Payroll Grants in a cumulative amount of \$10,000.

I, the undersigned, being an authorized representative of Reynolds & Reynolds Company, do hereby certify that the above stated amounts are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2012 payment of \$40,000 from the City of College Station, Texas.

200 Quality Circle Dr.
College Station, Texas 77845-4468
979.595.2600
fax 979.595.2624
www.reyrey.com

Carlan M. Cooper
Signature of Contract Signee
Carlan M. Cooper
Senior Vice President

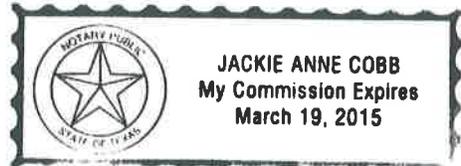
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Carlan Cooper signed the above statement in my presence on June 11, 2013.

Jackie Cobb
Notary Public

Seal:



RECEIVED AND REVIEWED

I, the undersigned, being an authorized representative of the Research Valley Partnership, do hereby certify that the above statements and related attachments have been reviewed and are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2012, payment of \$40,000 from the City of College Station, Texas.

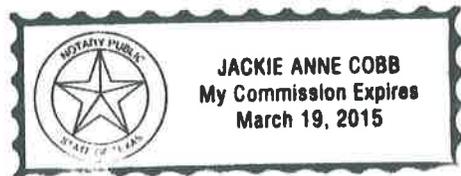
Bob Malaise
Signature
Compliance officer
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Bob Malaise signed the above statement in my presence on June 11, 2013

Jackie Cobb
Notary Public

Seal:



STATEMENT OF COMPLIANCE WITH ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN REYNOLDS & REYNOLDS AND THE CITY OF COLLEGE
STATION, BRAZOS COUNTY, AND THE RESEARCH VALLEY PARTNERSHIP

Company Name: Reynolds & Reynolds
Date of Agreements: City of College Station - February 19, 2007
Brazos County - February 19, 2007
The RVP - February 19, 2007

Annual retention expansion grant as of 12/31/2012

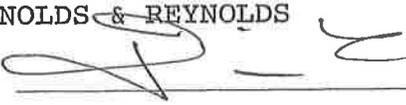
Maintain real and personal property at the property At least \$24,000,000

Maintain a payroll at the property At least \$18,000,000

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

Signed this 28th day of JANUARY, 2013

REYNOLDS & REYNOLDS

BY: 

Title: _____


Dennis McGregor
Assistant Secretary



January 28, 2013

I, Dennis R. McGregor, Assistant Secretary, certify to the following 12/31/2012 values associated with the economic development agreement:

Economic Development Agreement between Reynolds & Reynolds and the City of College Station, Brazos County, and the Research Valley Partnership dated February 19, 2007

200 Quality Circle	
Real property	\$ 19,497,565.47
Personal property	44,016,291.91
Gross payroll for 2012	20,523,652.49

A handwritten signature in black ink, appearing to read "D. McGregor", positioned above a horizontal line.

Dennis R. McGregor, Assistant Secretary

Tax Department

P.O. Box 2608

Dayton, Ohio 45401-2608

937.485.2000

June 27, 2013
Consent Agenda Item No. 2n
Approval of Extension of Closing Date for Sale of First Street Property

To: Kathy Merrill, Interim City Manager

From: Randall Heye, Economic Development Analyst

Agenda Caption: Presentation, possible action, and discussion to approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation.

Relationship to Strategic Goals: Diverse growing economy

Staff Recommendation: Staff recommends that Council approve extending the closing date for the sale of the First Street Property to Asset Plus Realty Corporation (Asset Plus) to no later than October 15, 2013.

Summary: On February 14, 2013 City Council entered into a Purchase & Sale Agreement with the Research Valley Partnership (RVP) to convey the First Street Property to Asset Plus for development pursuant to an economic development agreement with the City. Under the City's purchase and sale agreement with RVP, the closing for the sale of the Property "shall be held at the title company selected by Seller within forty-five (45) calendar days from the date of this Agreement . . . or at such time and date as Seller and Buyer may agree upon so as to facilitate the sale of the Property to Asset Plus."

Under the purchase and sale agreement between RVP and Asset Plus, Asset Plus is entitled to a 120-day Feasibility Period and a 30-day extension of that Period. This extension has been initiated and is scheduled to end July 22. Asset Plus has requested and RVP has agreed to amend their purchase and sale agreement to provide Asset Plus an additional 60-day extension of their Feasibility Period. As a result, the sale of the property will not occur within the forty-five calendar days provided under the City's contract with RVP. Council's action to approve the extension of the closing date to no later than October 15, 2013 will accommodate the 60-day extension to be approved between the RVP and Asset Plus.

Budget & Financial Summary: During the 60-day extension period, Asset Plus will provide an additional \$20,000 in earnest money.

Reviewed and Approved by Legal: Yes

Attachments: None

June 27, 2013
Regular Agenda Item No. 1

City of College Station and CVB Funding Agreement for Preferred Access to TAMU Facilities; and Assignment and Assumption Agreement with City of College Station, CVB, and TAMU

To: Kathy Merrill, Interim City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a Funding Agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for Preferred Access to Texas A&M University facilities; and an Assignment and Assumption agreement between the City of College Station, Texas A&M University, and the Brazos Valley Convention and Visitors Bureau.

Recommendation(s): Staff recommends approval of the agreements.

Summary: As part of the effort to pay for the renovation of Kyle Field, Texas A&M University and the City of College Station, the Convention and Visitors Bureau and Brazos County have been working on securing local funding through the Hotel Occupancy Tax for this project through agreements that will provide access to facilities at Texas A&M University at preferred rates for events that will bring more visitors and tourists to the community.

The following are the agreements that will need to be executed.

1. Preferred Facilities Access Agreement between Texas A&M University and CVB.
2. Funding Agreement for the County 0.75% Hotel Tax between Brazos County and Texas A&M University.
3. Funding Agreement for the payment of City of College Station Hotel Tax for the Preferred Access Agreement between City of College Station and CVB.
4. Assignment and Assumption Agreement between City of College Station, Texas A&M University and CVB.

Budget & Financial Summary:

The public funds for this project will come from Hotel Occupancy Tax **collected from visitors** to the community.

A 0.75% Countywide Hotel Occupancy Tax was approved by the State Legislature and signed by the Governor for this project. All **hotel visitors** in Brazos County will pay this tax. **This source is estimated to generate at least \$22 million over the next 30 years.**

Also, a portion of the current City of College Station Hotel Occupancy tax **from visitors** who stay at College Station hotels will be utilized through a Facilities Access Agreement for access to certain facilities at preferred rates at Texas A&M University. **This source is estimated to generate \$14 million over the next 30 years.**

Between the County Hotel Tax and the City of College Station Hotel Tax provided through the Facilities Access Agreement; a minimum of \$36,000,000 will be provided over a 30 year period to Texas A&M University.

According to Texas A&M University, the budget for the Kyle Field renovation project is \$450,000,000. Of this amount, \$18,150,000 is proposed to be financed from the proceeds generated through the payments made per the Preferred Facilities Access Agreement and associated agreements. The estimated annual debt service on this amount is \$1,199,625. Over a 30 year period this totals just under \$36,000,000.

Hotel Occupancy Tax revenues from visitors is the only source of funding for these agreements.

Legal Review: Yes

Attachments:

1. Funding Agreement for the payment of City of College Station Hotel Tax for the Preferred Access Agreement between City of College Station and CVB. *(Will be available in City Secretary's Office prior to meeting)*
2. Assignment and Assumption Agreement between City of College Station, Texas A&M University and CVB. *(Will be available in City Secretary's Office prior to meeting)*
3. Summary of the Various Agreements

Facilities Access/Kyle Field Agreements

1. Preferred Facilities Access Agreement

- *Parties* - Texas A&M University and the Convention and Visitors Bureau
- *Purpose* – Secure the CVB preferred access to certain Texas A&M University facilities at preferred rates for the purpose of promoting tourism and the convention and hotel industry in Brazos County. Payment received per this agreement will be used by Texas A&M University to fund the renovation of Kyle Field.
- *Key Agreement Points*
 - *Allows the CVB to secure preferred access to certain facilities*
 - *Reed Arena*
 - *Memorial Student Center*
 - *Penberthy Rec Sports Complex*
 - *The Zone Club (and any new entertainment facilities added to Kyle Field)*
 - *Rudder Conference and Events Center*
 - *Rudder Theatre Complex*
 - Scheduling for facilities will fall within periods the facility is designated as being available, and will be scheduled at least one year prior to proposed use of the facility.
 - Facility use cost will be at preferred rates. Preferred rate schedules have been negotiated.
 - CVB will enter into facility use agreements for the use of the facilities.
 - CVB will have use of certain parking facilities in conjunction with the events scheduled under the agreement. There will be a 30% reduction in parking rates through a Memorandum of Understanding that has been negotiated.
 - Funding - Minimum annual payment shall be as follows:
 - Years 1-3 \$1,000,000
 - Years 4-6 \$1,200,000
 - Years 5-30 \$1,225,000
 - Funding for the agreement will come from Brazos County 0.75% Hotel Tax and the difference from City of College Station Hotel Tax revenues.
 - Contingency – This agreement is contingent on passage of legislation increasing County Hotel tax from 2.0% to 2.75%.

2. Funding Agreement for the County 0.75% Hotel Tax

- *Parties* – Brazos County and Texas A&M University
- *Purpose* – Secure funding from the new 0.75% hotel tax for part of the consideration in the Preferred Access Facilities Agreement with Texas A&M and the CVB. Payment received by Texas A&M University will be used for the renovation of Kyle Field.
- *Key Agreement Points*
 - Funding
 - The 0.75% tax is estimated to initially generate \$450,000 per year, and grow over the 30 year period.
 - Current estimates for first 5 years are:
 - Year 1 \$450,000
 - Year 2 \$470,000
 - Year 3 \$490,000
 - Year 4 \$510,000
 - Year 5 \$540,000
 - Per the legislation approved, all of the revenue generated from this source will be used for the renovation of Kyle Field.

3. Funding Agreement for the payment of City of College Station Hotel Tax for the Preferred Access Agreement

- *Parties* – City of College Station and the Convention and Visitors Bureau
- *Purpose* – Provide City of College Station Hotel Tax revenue to the CVB to secure preferred access to certain Texas A&M University facilities at preferred rates for the purpose of enhancing and promoting tourism and the convention and hotel industry in College Station and Brazos County.
- *Key Agreement Points:*
 - *Funding*
 - City will pay the difference between what is collected by the County and the Minimum Annual Consideration for the preferred access to the CVB.
 - Funding will come from existing City of College Station Hotel Tax Funds
 - Current estimates for first 5 years are:
 - Year 1 \$550,000
 - Year 2 \$530,000
 - Year 3 \$510,000
 - Year 4 \$690,000
 - Year 5 \$630,000
 - CVB will remit payment to Texas A&M University.
 - Total payment from the City of College Station under this agreement will not exceed \$36,000,000.
 - This agreement does not obligate General Funds or other funding sources.
 - Funds will be used by the CVB to secure preferred access to the facilities at the preferred rates provided for in the Preferred Facilities Access Agreement
 - *Contingency* – This agreement is contingent on the following:
 - Passage of legislation authorizing an increase in Brazos County's Hotel Occupancy Tax from 2% to 2.75%; and the County's collection of this tax.
 - Execution of the Preferred Facilities Access Agreement
 - Execution of a funding agreement between Texas A&M and Brazos County for the payment of the tax collected by the County to Texas A&M University.
 - If this contingencies are not satisfied or if the Preferred Access Agreement or the funding agreement between Texas A&M and Brazos County are terminated then the agreement is null and void.
 - *Reporting Requirements*
 - Reporting requirements follow those for other agencies who receive Hotel Tax funds.

4. Assignment and Assumption Agreement

- *Parties* – City of College Station, Texas A&M University, and Convention and Visitors Bureau
- *Purpose* – If the Funding agreement between the City and the CVB is terminated or payment is withheld, the City would assume the responsibilities of the preferred access agreement, would continue to receive the preferred access, and would make payments directly to Texas A&M University.
- *Key Agreement Points*
 - If funding agreement with CVB terminates, or if the City withholds a payment to the CVB for more than 30 days, the CVB assigns all rights and responsibilities to the City.
 - City will assume the role of the CVB in regards to the Access Agreement.
 - City will make payment to Texas A&M directly per the provisions of the Facilities Access Agreement.
 - Texas A&M University consents to this assignment.

June 27, 2013
Regular Agenda Item No. 2
15-ft Public Utility Easement Abandonment – 300 Texas Avenue

To: Kathy Merrill, Interim City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.141 acre, 15-foot wide public utility easement located on Lot 2 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 and on Lot 2, Block 1 of Lodgeco Subdivision according to the plat recorded in Volume 1996, Page 331 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Initiatives: Core Services and Infrastructure, and a Diverse Growing Economy

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

Summary: This easement abandonment accommodates the future development of a hotel on the referenced lots. There are no public or private utilities in the subject portion of easement to be abandoned. The abandonment is conditioned on the applicant conveying a public utility easement to the City.

The 0.141 acre, 15-foot wide public utility easement to be abandoned is located on Lot 2 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 and on Lot 2, Block 1 of Lodgeco Subdivision according to the plat recorded in Volume 1996, Page 331 of the Deed Records of Brazos County, Texas.

Budget & Financial Summary: N/A

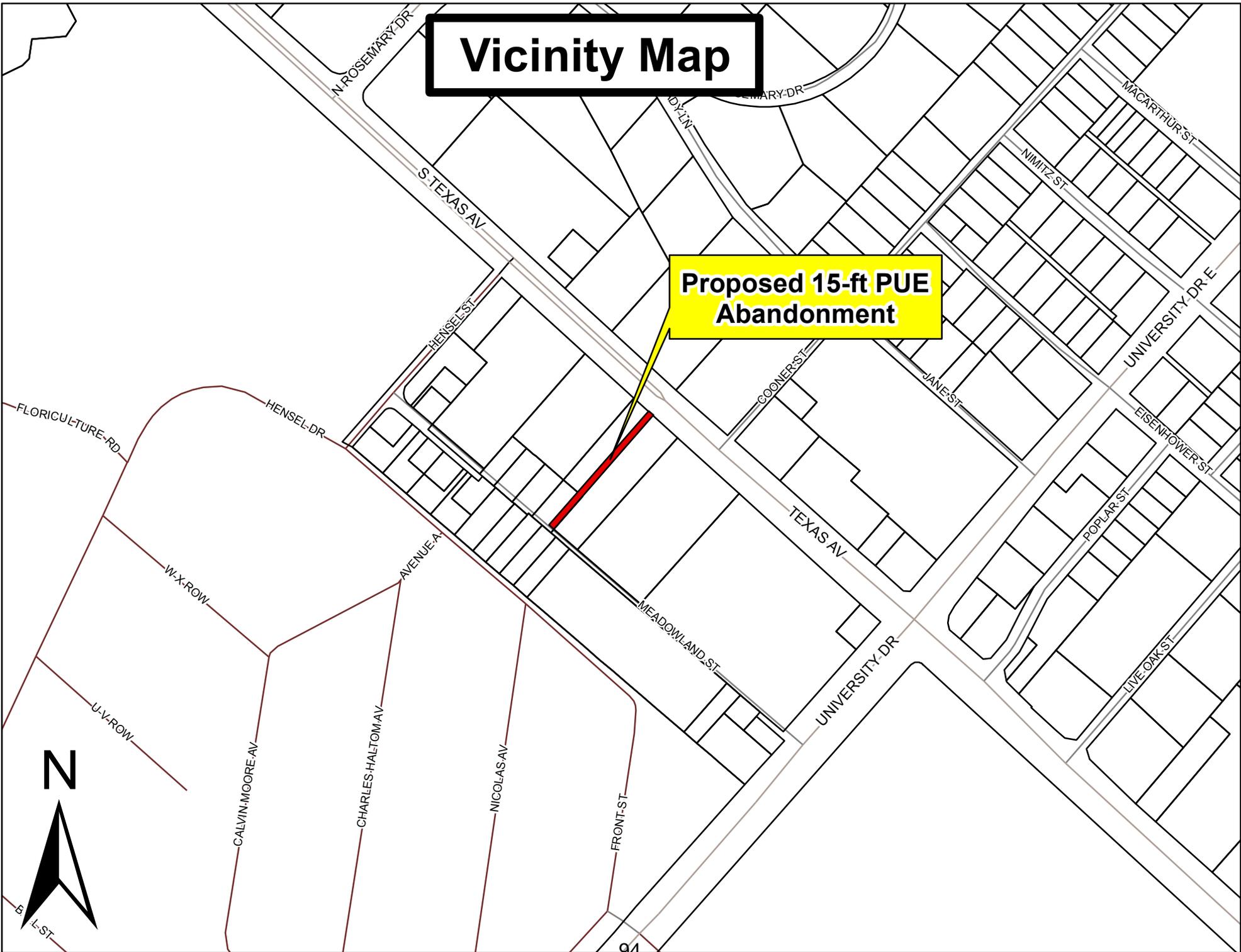
Legal Review: Yes

Attachments:

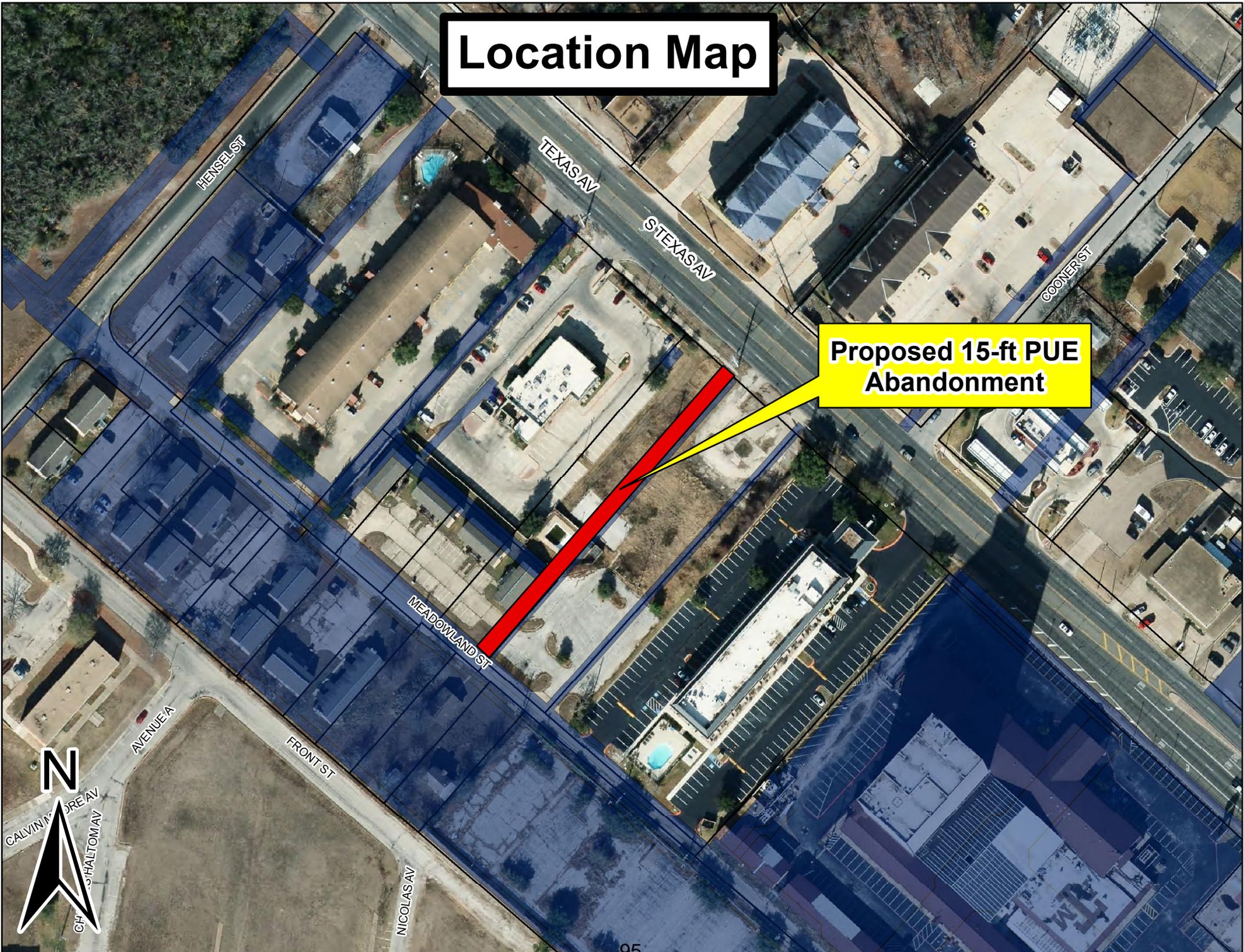
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
- Ordinance Exhibit "A"
4. Application for Abandonment (On file at the City Engineer's Office)

Vicinity Map

Proposed 15-ft PUE Abandonment



Location Map



**Proposed 15-ft PUE
Abandonment**

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.141 ACRE, 15-FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ON LOT 2 OF THE NORTH PARK SECTION II SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 494, PAGE 543 AND ON LOT 2, BLOCK 1 OF LODGECO SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 1996, PAGE 331 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 0.141 acre, 15-foot wide public utility easement located on Lot 2 of the North Park Section II Subdivision according to the plat recorded in Volume 494, Page 543 and on Lot 2, Block 1 of Lodgeco Subdivision according to the plat recorded in Volume 1996, Page 331 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (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 only upon completion of the following condition:

1. That the Applicant shall convey by separate instrument or plat to the City a public utility easement in a form acceptable to the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2013.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Carla A Robinson

City Attorney

Exhibit A

City of College Station
15-foot wide Utility Easement Abandonment
0.141 of an Acre

J.E. Scott Survey
Abstract No. 50

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES & BOUNDS description of a certain 0.141 acre Utility Easement Abandonment (15-foot wide) recorded in Volume 368, Page 363 of the Brazos County Deed Records situated in the J.E. Scott Survey, Abstract No. 50 in Brazos County, Texas; being a portion of Lot 2 of North Park Section II recorded in Volume 494, Page 543 of the Deed Records of Brazos County and a portion of Lot 2 Block 1 of the Lodgeco Subdivision recorded in Volume 1996, Page 331 of The Official Public Record of Brazos County; said 0.141 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

COMMENCING at a found lead plug and tack marking the east corner of said Lot 2 Block 1 of the Lodgeco Subdivision, and being common with the north corner of a called 1.855 acres tract conveyed to EQI Collsta Partnership, L.P., described in Special Warranty Deed recorded in Volume 7619 of Page 141 of Official Public Records of Brazos County, being in the southwest line of Texas Avenue;

THENCE, North 48°02'15" West, along the northeast line of said Lot 2 of Block 1 being common with the southwest line of said Texas Avenue, 100.08 feet to the **POINT OF BEGINNING** of herein described 0.141 acre Utility Easement Abandonment;

THENCE, South 41°22'59" West, through Lot 2 Block 1 of the Lodgeco Subdivision passing at 287.87 feet the east corner of Lot 2 of North Park Section II, continuing in all a total distance of 407.91 feet to a found 5/8"-iron rod (with cap stamped "Kerr 4502") marking a west corner of Lot 2 of Block 1 of the Lodgeco Subdivision, also being the south corner of Lot 2 of North Park Section II, also being in the northeast line of the Formerly Meadowland Street Right-of-way Abandonment recorded in Volume 9673, Page 288 of The Official Public Records of Brazos County, from which a found 5/8"-iron rod (with cap stamped "Kerr 4502") bears South 49°03'00" East, 100.27 feet;

THENCE, North 49°03'00" West, along the southwest line of Lot 2 of North Park Section II being common with the northeast line of Formerly Meadowland Street Right-of-way Abandonment, 15.00 feet to a point for a corner, from which a found 5/8"-iron rod (with cap stamped "Kerr 4502") bears North 49°03'00" West, 54.68 feet;

THENCE, North 41°22'59" East, 408.17 feet to a point for corner in the northeast line of Lot 2 Block 1 of the Lodgeco Subdivision being common with the southwest line of Texas Avenue, from which a found 5/8"-iron rod (with cap stamped "Kerr 4502") bears North 48°02'15" West, 25.91 feet;

THENCE, South 48°02'15" East, along the said common line, 15.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.141 acre of land in Brazos County, Texas as shown on Drawing No. 1072 B filed in the office of Jones & Carter in Bryan, Texas.

S:\0-JOB\C0120-001\SURVEY\Legal description\Easement Abandonment 0.141 Acre.doc

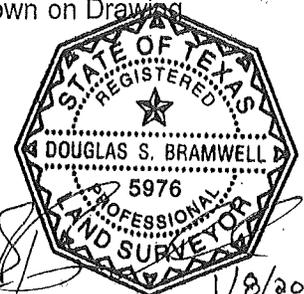
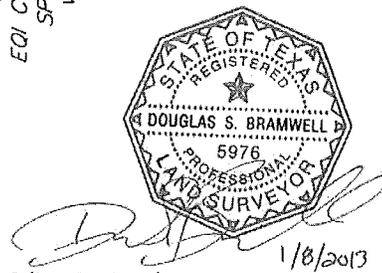
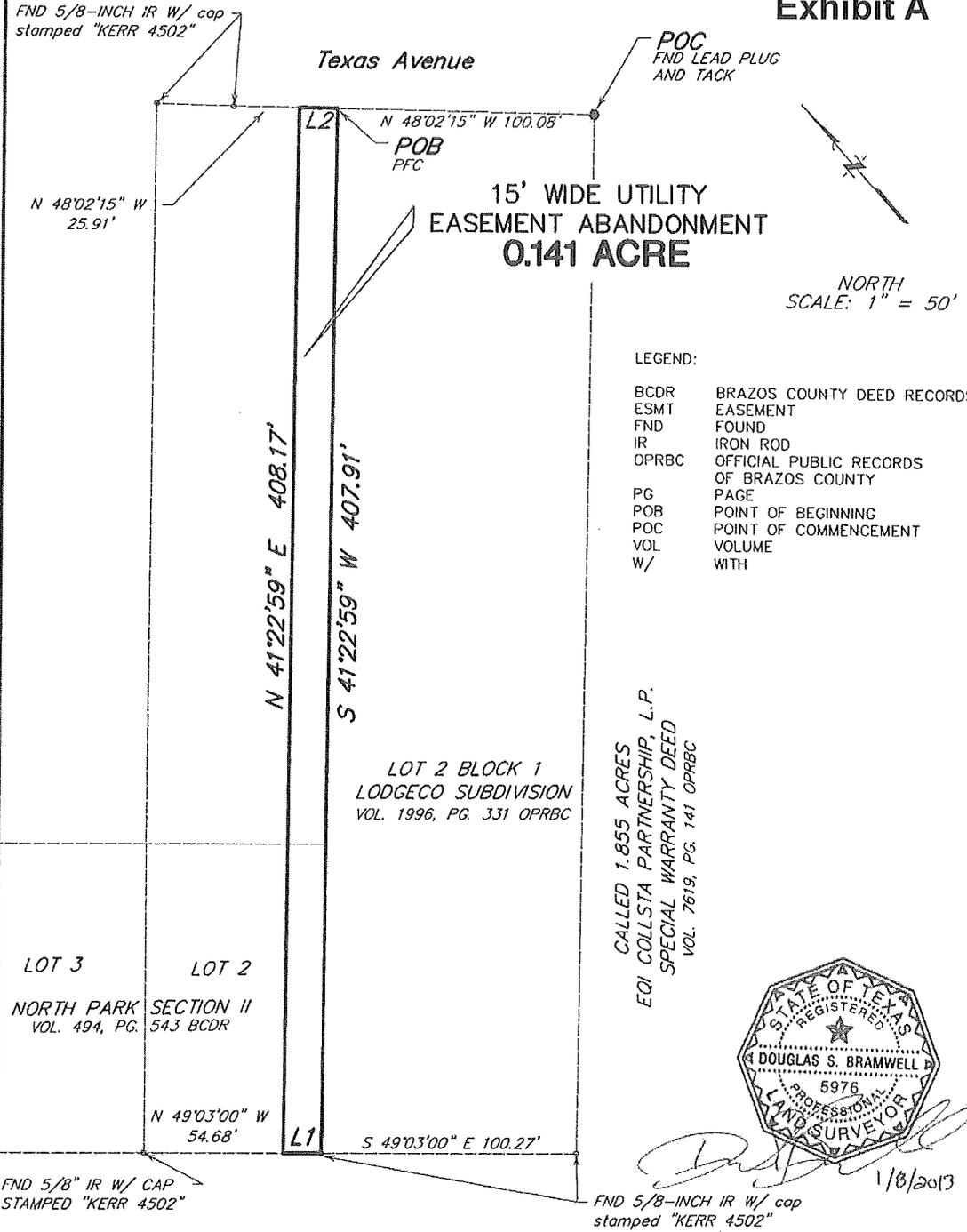


Exhibit A



**EXHIBIT
OF A
EASEMENT ABONDONMENT
BEING
0.141 ACRES**

**OUT OF THE
J.E. SCOTT SURVEY, A-50
BRAZOS COUNTY, TEXAS
JANUARY 2013**

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
1716 Briarcrest Drive, Suite 160
Bryan, Texas 77802-2776
(979)731-8000 www.jonescarter.com

- GENERAL NOTES:
- A legal description of this Utility Easement Abandonment was prepared along with this exhibit.
 - Bearings shown hereon are based on Texas Coordinate System, Central Zone (NAD 83).

LINE	BEARING	DISTANCE
L1	N 49°03'00" W	15.00'
L2	S 48°02'15" E	15.00'

S:\10-Sub\1072B.dwg 4/10/13 10:42:58 AM 10/25/13 4:38PM DSB

Exhibit A

City of College Station
15-foot wide Utility Easement Abandonment
0.141 of an Acre

J.E. Scott Survey
Abstract No. 50

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COUNTY OF BRAZOS §

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COMMENCING at a found lead plug and tack marking the east corner of said Lot 2 Block 1 of the Lodgeco Subdivision, and being common with the north corner of a called 1.855 acres tract conveyed to EQI Collsta Partnership, L.P., described in Special Warranty Deed recorded in Volume 7619 of Page 141 of Official Public Records of Brazos County, being in the southwest line of Texas Avenue;

THENCE, North 48°02'15" West, along the northeast line of said Lot 2 of Block 1 being common with the southwest line of said Texas Avenue, 100.08 feet to the **POINT OF BEGINNING** of herein described 0.141 acre Utility Easement Abandonment;

THENCE, South 41°22'59" West, through Lot 2 Block 1 of the Lodgeco Subdivision passing at 287.87 feet the east corner of Lot 2 of North Park Section II, continuing in all a total distance of 407.91 feet to a found 5/8"-iron rod (with cap stamped "Kerr 4502") marking a west corner of Lot 2 of Block 1 of the Lodgeco Subdivision, also being the south corner of Lot 2 of North Park Section II, also being in the northeast line of the Formerly Meadowland Street Right-of-way Abandonment recorded in Volume 9673, Page 288 of The Official Public Records of Brazos County, from which a found 5/8"-iron rod (with cap stamped "Kerr 4502") bears South 49°03'00" East, 100.27 feet;

THENCE, North 49°03'00" West, along the southwest line of Lot 2 of North Park Section II being common with the northeast line of Formerly Meadowland Street Right-of-way Abandonment, 15.00 feet to a point for a corner, from which a found 5/8"-iron rod (with cap stamped "Kerr 4502") bears North 49°03'00" West, 54.68 feet;

THENCE, North 41°22'59" East, 408.17 feet to a point for corner in the northeast line of Lot 2 Block 1 of the Lodgeco Subdivision being common with the southwest line of Texas Avenue, from which a found 5/8"-iron rod (with cap stamped "Kerr 4502") bears North 48°02'15" West, 25.91 feet;

THENCE, South 48°02'15" East, along the said common line, 15.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.141 acre of land in Brazos County, Texas as shown on Drawing No. 1072 B filed in the office of Jones & Carter in Bryan, Texas.

S:\0-JOB\C0120-001\SURVEY\Legal description\Easement Abandonment 0.141 Acre.doc

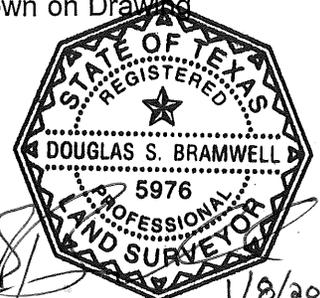


Exhibit A

FND 5/8-INCH IR W/ cap stamped "KERR 4502"

Texas Avenue

POC
FND LEAD PLUG AND TACK

N 48°02'15" W
25.91'

N 48°02'15" W 100.08'

POB
PFC

**15' WIDE UTILITY
EASEMENT ABANDONMENT
0.141 ACRE**

NORTH
SCALE: 1" = 50'

LEGEND:

- BCDR BRAZOS COUNTY DEED RECORDS
- ESMT EASEMENT
- FND FOUND
- IR IRON ROD
- OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- VOL VOLUME
- W/ WITH

N 41°22'59" E 408.17'
S 41°22'59" W 407.91'

LOT 2 BLOCK 1
LODGE CO SUBDIVISION
VOL. 1996, PG. 331 OPRBC

CALLED 1.855 ACRES
EQI COLLSTA PARTNERSHIP, L.P.
SPECIAL WARRANTY DEED
VOL. 7619, PG. 141 OPRBC



[Signature]
1/8/2013

LOT 3 LOT 2
NORTH PARK SECTION II
VOL. 494, PG. 543 BCDR

N 49°03'00" W
54.68'

S 49°03'00" E 100.27'

FND 5/8" IR W/ CAP
STAMPED "KERR 4502"

FND 5/8-INCH IR W/ cap
stamped "KERR 4502"

Formerly Meadowland Street
RIGHT-OF-WAY ABANDONMENT
VOL. 9673, PG. 288 OPRBC

**EXHIBIT
OF A
EASEMENT ABANDONMENT
BEING
0.141 ACRES**

OUT OF THE
J.E. SCOTT SURVEY, A-50
BRAZOS COUNTY, TEXAS
JANUARY 2013

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1716 Briarcrest Drive, Suite 160
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(979)731-8000 www.jonescarter.com

GENERAL NOTES:

1. A legal description of this Utility Easement Abandonment was prepared along with this exhibit.
2. Bearings shown hereon are based on Texas Coordinate System, Central Zone (NAD 83).

LINE	BEARING	DISTANCE
L1	N 49°03'00" W	15.00'
L2	S 48°02'15" E	15.00'

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