



Meeting Agenda City Council Regular

Thursday, May 22, 2014

7:00 PM

City Hall Council Chambers

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

Presentation:

- Presentation proclaiming May 18-24, 2014 as National Public Works Week.

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.

- 2a. 14-461** Presentation, possible action, and discussion of minutes for:
 - May 12, 2014 Workshop
 - May 12, 2014 Regular Council Meeting

Attachments: [WKSHP051214 DRAFT Minutes.pdf](#)
[RM051214 DRAFT Minutes.pdf](#)

- 2b. 14-406** Presentation, possible action, and discussion regarding the City's Tax Abatement Guidelines.

Attachments: [Tax Abatement Guidelines 2014.docx](#)
[Resolution - Tax Abatement Guidelines 2014.docx](#)

- 2c. 14-419** Presentation, possible action, and discussion regarding approval renewal number 1 of contract #13-201 between the City of College Station and Grid

Utility, LLC., in the amount of \$1,259,926.12 for Annual Electric System Construction & Maintenance Labor; and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Attachments: [cp contract.pdf](#)
[Electric_052214.pdf](#)

- 2d. 14-426** Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.

Attachments: [ReyRey-2013SOC.pdf](#)

- 2e. 14-431** Presentation, possible action and discussion regarding the approval of a contract with Kimley-Horn Associates in the amount of \$85,000 to update a transportation model of the roadway network in College Station and develop a ranked list of projects for future consideration. Funding for this effort was approved by the City Council in the budget amendment presented on February 13, 2014.

- 2f. 14-432** Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 10, Section 3, of the College Station Code of Ordinances by changing the posted speed limit on the section of State Highway 6 between the north City Limit line and Barron Road to 60 mph for the duration of a Texas Department of Transportation project to reconstruct the SH 6 entrance and exit ramps along the highway and/or Rock Prairie Road bridge.

Attachments: [Location Map.pdf](#)
[SH 6 Temp Speed Limit Ord 5-5-14.docx](#)

- 2g. 14-433** Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of right-of-way needed for the Nimitz Street Rehabilitation Project.

Attachments: [Nimitz Street Rehab Project Limits.pdf](#)
[Nimitz Street PER Option 2.pdf](#)
[Nimitz Street Rehab - Needs Resolution.pdf](#)

- 2h. 14-434** Presentation, possible action and discussion regarding ratification of Change Order No. 3 in the amount of \$239,564 to the Bee Creek Sanitary Sewer Trunk Line Rehabilitation construction contract 13-144 with Elliott Construction, LLC.

Attachments: [bee creek trunk line ph 1 map.pdf](#)
[Bee Creek CO 3 .pdf](#)

- 2i. 14-435** Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$13,700.00.

Attachments: [FY15 KBB Resolution.pdf](#)
[FY15 Grant App Draft.pdf](#)
[FY 15 Certification-of-Compliance-with-State-Laws.pdf](#)
[FY15 CS Resolution.pdf](#)

- 2j. 14-436** Presentation, possible action, and discussion on a special warranty deed to convey 16.7 acres adjoining the Rock Prairie Road Landfill to the Brazos Valley Solid Waste Management Agency, Inc.

Attachments: [Special Warranty Deed REVISED - 16 7 acres remainder](#)

- 2k. 14-439** Presentation, possible action, and discussion regarding ratification of Change Order #1 to the construction contract with G.W. Williams, Inc. in the amount of \$98,004.57 for the Hike and Bike Phase II project.

Attachments: [Change Order No 1.pdf](#)

- 2l. 14-440** Presentation, possible action, and discussion regarding a resolution approving the reimbursement of costs to the Texas Department of Transportation (TXDOT) in the amount of \$2,645.12 for the SH 40 project and \$216,025.20 for the FM 2154 (Wellborn Widening) project.

Attachments: [SH40.pdf](#)
[FM2154.pdf](#)
[TXDOT Reimbursement Reso 5-5-14.docx](#)

- 2m. 14-441** Presentation, possible action and discussion regarding the approval of a professional services contract with Hawkins Architecture in the amount of \$238,700 for the Lincoln Center project.

- 2n. 14-442** Presentation, possible action, and discussion requesting approval to transfer \$49,600 from contingency in the Water Operating Fund for emergency repairs to a 30" water main.

Attachments: [Construction Bid.xlsx](#)

- 2o. 14-446** Presentation, possible action and discussion on a funding amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$46,327 for additional grant funding. The amended FY14 funding agreement is \$174,327.

Attachments: [CVB Grant Amendment No 1 Signed.pdf](#)
[CVB Revised Budget FY14.pdf](#)

- 2p. 14-447** Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Dudley Construction, of College Station, Texas, in the amount of \$94,431.00 for the Southwest Park Phase II improvements and authorizing the City Manager to execute the contract on behalf of the City Council.

Attachments: [14-049 Tab.pdf Southwest Park Phase 2 Improvements.pdf](#)

- 2q. 14-448** Presentation, possible action and discussion on approving the amended budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$46,313 for expenses related to the relocation of CVB offices.
- Attachments:** [CVB Revised Budget FY14.pdf](#)
[2014 CVB Amendment .pdf](#)
- 2r. 14-449** Presentation, possible action, and discussion regarding the Depository Pledge Agreement with Branch Banking and Trust Company (BB&T). The depository pledge agreement authorizes the Mayor to execute a new collateral agreement between the City, the Federal Reserve Bank and BB&T. The agreement is necessary due to the purchase of Citibank by BB&T. The new agreement mirrors the Citibank agreement and will cover the period from the date of the acquisition of Citibank assets to BB&T through September 30, 2015.
- Attachments:** [BB&T Letter of Intent & Pledge Documentation040214.pdf](#)
- 2s. 14-453** 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, 2014 Justice Assistance Grant (JAG).
- Attachments:** [2014 JAG ILA.pdf](#)
- 2t. 14-457** Presentation, possible action, and discussion regarding adoption of a resolution denying the rate increase requested by Atmos Energy.
- Attachments:** [Resolution.docx](#)
- 2u. 14-443** Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of their IVR interface for the SPS Customer Information System module in an amount not to exceed \$10,775.00.
- Attachments:** [Sungard Contract Amend.pdf](#)
- 2v. 14-425** Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, in the amount of \$89,659.00, for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments.
- Attachments:** [Bid 14-054 Tabulation.pdf](#)
- 2w. 14-462** Presentation, possible action, and discussion regarding approval of a contract with Verizon Business Network Services, Inc. for the purchase of their city long distance phone services in an amount estimated to be no more than \$70,000.00 over two years.

Attachments: [Member Participation Agreement.pdf](#)

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. 14-456** Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 2 acres for Whitley Subdivision, Lots 3A & 3B at 1806 Welsh Avenue from GC General Commercial to CI Commercial Industrial.

Attachments: [Aerial & SAM.docx](#)
 [Background Information.docx](#)
 [Draft Ordinance](#)

- 2. 14-428** Public Hearing, presentation, possible action and discussion regarding a proposed Standard of Care Ordinance for the City's youth programs.

Attachments: [Standards of Care.pdf](#)

- 3. Adjourn.**

The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

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 22nd day of May at 7:00PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 16th day of May, 2014 at 5:00 p.m.


City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on ___ at 5:00p.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 _____, 2014 By _____

Subscribed and sworn to before me on this the _____ day of _____, 2014.

Notary Public – Brazos County, Texas

My commission expires: _____

This 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.



Legislation Details (With Text)

File #: 14-461 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/13/2014 **In control:** City Council Regular
On agenda: 5/22/2014 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· May 12, 2014 Workshop
· May 12, 2014 Regular Council Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP051214 DRAFT Minutes.pdf](#)
[RM051214 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- May 12, 2014 Workshop
- May 12, 2014 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MAY 12, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

1. Council Photo Session

2. 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 4:11 p.m. on Monday, May 12, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

3. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.072-Real Estate, the College Station City Council convened into Executive Session at 4:15 p.m. on Monday, May 12, 2014 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
- Cause No. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas
- Bobby Trant, Individually and as Executor of the Estate of Harold B. Trant, Deceased, and of the Estate of Rosealice Trant, Deceased, Patsy Trant Langford and Robin Trant Johnson v. Brazos Valley Solid Waste Management Agency, Inc. d/b/a BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District

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

- Property located generally in the vicinity northeast of the intersection of Texas Avenue and George Bush Drive in College Station.

The Executive Session adjourned at 5:00 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.

2d: Chuck Gilman, Deputy City Manager, clarified that the timeline was approximately twelve months.

6. Presentation, possible action, and discussion regarding an update on the City's Stormwater Management Program.

Alan Gibbs, City Engineer, updated the Council on the program details of the City's existing Stormwater Management Plan as they relate to the five minimum control measures: 1) education, outreach and involvement; 2) illicit discharge; 3) construction site; 4) post-construction; and 5) good housekeeping.

7. Presentation, possible action, and discussion regarding an overview of potential amendments to the sign ordinance.

Jason Schubert, Planning and Development Services, briefed the Council on potential amendments to the City's sign regulations, among which, an ordinance change that will allow electronic message boards to change on an hourly basis rather than the current mandate of 24 hours. Changes related to fuel price signs were also discussed.

Council consensus was to allow message boards to change every 15 minutes, with no moving parts within the message. More information is needed for size changes to the fuel price signs.

8. Presentation, possible action, and discussion concerning the City Internal Auditors'

Ringer Library Operations Audit.

Ty Elliott, Internal Auditor, briefed the Council on the Ringer Library Operations Audit in regards to how efficiently and effectively the library is being managed, how to best spend the library re-design bond money, and whether the interlibrary agreement is still in the City's best interest.

The Audit Committee recommended implementation of the thirteen recommendations contained in the report. This item is also on the Consent Agenda.

Mayor Berry recessed the Workshop at 7:10 p.m.

The Workshop reconvened at 9:05 p.m.

9. Council Calendar

- **May 13 2014 Jefferson Awards (Live Telecast), Hagler Auditorium – Annenberg Presidential Conference Center 6:30 pm**
- **May 14 27th Annual Police Memorial Ceremony, Veterans Park 12:00 pm**
- **May 14 City Council Economic Development Committee, City Hall Administrative Conference Room 4:30 pm**
- **May 15 Business After Hours - AeroFit , 3526 Longmire 5:30 pm**
- **May 15 P & Z Workshop/Regular Meeting, Council Chambers, Council Liason Karl Mooney, 6:00 pm**
- **May 19 IGC Meeting, BVCOG-Center for Regional Services, 12:00 pm**
- **May 19 Brazos County Board of Health Meeting, Brazos County Health Dept. - 201 N. Texas Avenue 5:30 pm**
- **May 20 BCS CVB Saving Showdown, HEB (Bryan-Villa Maria) 12:00 pm**
- **May 20 Transportation & Mobility Committee Meeting, Room 203 Conference Room A - Municipal Court 3:30 pm**
- **May 21 RVP Board Meeting at RVP 3:00 pm**
- **May 22 Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.**

Council reviewed the calendar.

10. Presentation, possible action, and discussion on future agenda items: a Councilmember 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 Brick requested to hear about the maintenance of our trees and urban forest. She is also interested in the development of a master plan for the community park to be located off Rock Prairie.

11. 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.

Councilmember Schultz reported on the Chamber trip to Washington, D.C.

Councilmember Aldrich reported on the Arts Council.

12. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:10 p.m. on Monday, May 12, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MAY 12, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:19 p.m. on Monday, May 12, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Presentation to the Bicycle, Pedestrian and Greenways Advisory Board proclaiming May as National Bike Month.

Mayor Berry presented a proclamation to the committee members of the Bicycle, Pedestrian and Greenways Advisory Board, proclaiming May as National Bike Month.

Citizen Comments

Hannah Wimberly, 1409 Angelina Circle, stated she is the Public Relations Vice President for the TAMU Student Government Cabinet. Her responsibilities include community relations and

student outreach. Her focus is to facilitate communication between the City and the students and to serve as liaison between the two.

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Lance Corporal Franklin Allen Swaggert.

CONSENT AGENDA

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

- **April 24, 2014 Workshop**
- **April 24, 2014 Regular Council Meeting**

2b. Presentation, possible action and discussion as it relates to the appointment of a member, representing the City of College Station, to the Aggieland Humane Society board.

2c. Presentation, possible action and discussion regarding the approval of Resolution 05-12-14-2c, reappointing Brian Hilton as the Emergency Management Coordinator.

2d. Presentation, possible action, and discussion to award Contract 14-156 to Freese & Nichols, Inc. in the amount of \$249,990 to update the City of College Station's Water System Master Plan.

2e. Presentation, possible action, and discussion regarding Resolution 05-12-14-2e, the City's Texas Commission on Environmental Quality (TCEQ) General Permit to Discharge under the Texas Pollutant Discharge Elimination System (TPDES) No. TXR040000.

2f. Presentation, possible action, and discussion regarding the rejection of all bids submitted for Invitation to Bid (ITB) 14-044, Purchase of Bio-Corridor Area Transformers.

2g. Presentation, possible action, and discussion concerning the City Internal Auditor's Ringer Library Operations Audit.

2h. Presentation, possible action, and discussion regarding approval of a contingency transfer in the amount of \$30,000 for the purchase and installation of radio repeaters in front line Fire Department response vehicles.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. Public hearing, presentation, possible action, and discussion regarding Ordinance 2014-3569, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GC General Commercial and OV Corridor Overlay to PDD Planned Development District for approximately 8 acres in the Chimney Hill Retail

Plaza Lots 1-4, Block 1, generally located at 701 & 715 University Drive East.

Jason Schubert, Planning and Development Services, provided a brief overview of the zoning change and reported that the Planning and Zoning Commission considered this item at their May 1, 2014 meeting. Staff recommended approval of the request with the condition that an additional right turn lane be provided on southbound Tarrow Street at University Drive East and that the rezoning ordinance not be effective unless a deed executed for purchase of the property is recorded with Brazos County no later than September 15, 2014.

At approximately 7:40 p.m., Mayor Berry opened the Public Hearing.

Dan Leverett, 1000 Main Street #2400, Houston, Texas, with PM Realty Group, said they were trying to create a sense of place.

David Quenemoen, 1100 Louisiana Street #1, Houston, Texas, with the architecture team, provided an early design concept. The heart of the project is the Plaza, a public space for all of College Station.

Natalie Ruiz, 3204 Earl Rudder South, with IPS Group, clarified how the project will be implemented through a PDD. To keep it simple, they are asking Council to approve the recommendations of the Planning and Zoning Commission and staff.

There being no further comments, the Public Hearing was closed at 7:58 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Benham, the City Council voted six (6) for and none (0) opposed, with Councilmember Brick absent from the dais, to adopt Ordinance 2014-3569, amending Chapter 12, “Unified Development Ordinance,” Section 12-4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GC General Commercial and OV Corridor Overlay to PDD Planned Development District for approximately 8 acres in the Chimney Hill Retail Plaza Lots 1-4, Block 1, generally located at 701 & 715 University Drive East. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3570, amending Chapter 4, “Business Regulations”, of the Code of Ordinances of the City of College Station, Texas, by amending Section 4-13 “Oil and Gas Regulations”, Subsection A. “Definitions” and Subsection F. “Permit Classifications”, Part 4 “Seismic Permit” and amending Chapter 14, “Service Fees”, of the Code of Ordinances of the City of College Station, Texas, by amending Section 14-6 “Development Services”, Subsection A. “Oil and Gas Development Application Fees” by adding Subpart (5) Seismic Survey Permit fee, and Resolution 05-12-14-02 of the City Council of the City of College Station, Texas, adopting fees related to seismic survey permitting.

Alan Gibbs, City Engineer, explained the seismic survey process and briefed the Council on the proposed ordinance amendments and a License Agreement that would establish detailed local regulations for permitting oil and gas seismic surveys. Staff recommends approval of the ordinance amendments and the associated standard form License Agreement and approval of a resolution setting the permit fees.

At approximately 8:23 p.m., Mayor Berry opened the Public Hearing.

Ruben Ruiz, 2539 Grove Park, Schertz, Texas, explained the purpose of urban seismic surveys is to get the best data possible. They don't want to access private property. They want to stay on public roads as much as possible and utilize the City's easements. This proposed ordinance is very restrictive and limits them to private property. Monitors would be in place to monitor the energy source and how it affects buildings.

Shane Sklar, 104 E. Main street, Edna, Texas, with Cytel Data, said he has not been denied to operate in any city in the seven years he has been there. Victoria is the largest city they have worked in,

There being no further comments, the Public Hearing was closed at 8:54 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, with Councilmember Benham abstaining, to adopt Ordinance 2014-3570, amending Chapter 4, "Business Regulations", of the Code of Ordinances of the City of College Station, Texas, by amending Section 4-13 "Oil and Gas Regulations", Subsection A. "Definitions" and Subsection F. "Permit Classifications", Part 4 "Seismic Permit" and amending Chapter 14, "Service Fees", of the Code of Ordinances of the City of College Station, Texas, by amending Section 14-6 "Development Services", Subsection A. "Oil and Gas Development Application Fees" by adding Subpart (5) Seismic Survey Permit fee, and Resolution 05-12-14-02 of the City Council of the City of College Station, Texas, adopting fees related to seismic survey permitting. The motion carried.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:04 p.m. on Monday, May 12, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 14-406 **Version:** 1 **Name:** Tax Abatement Guidelines
Type: Resolution **Status:** Consent Agenda
File created: 4/21/2014 **In control:** City Council Regular
On agenda: 5/22/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the City's Tax Abatement Guidelines.
Sponsors: Randall Heye
Indexes: Economic Development
Code sections:
Attachments: [Tax Abatement Guidelines 2014.pdf](#)
[Resolution - Tax Abatement Guidelines 2014.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the City's Tax Abatement Guidelines.

- Diverse Growing Economy

Recommendation(s): Staff recommends adoption of the proposed Tax Abatement Guidelines.

Summary: Pursuant to State law, in order to provide property tax abatements to qualified economic development prospects, a set of guidelines must first be in place and adopted by the governing body. State law then requires the re-adoption of the guidelines every two years thereafter in order for the guidelines to remain current. Council previously adopted its Tax Abatement Guidelines in 2012.

These are only guidelines and do not commit the City to provide tax abatements. All tax abatement requests must ultimately be reviewed and approved by the City Council.

Staff anticipates coming back to City Council later this summer to codify its entire economic development guidelines and policies into a single document.

Budget & Financial Summary: These guidelines are meant to provide direction for future economic development property tax abatements and have no negative or immediate financial impact on the City of College Station.

Attachments: Tax Abatement Resolution
Tax Abatement Guidelines and Criteria

GUIDELINES AND CRITERIA GOVERNING PROPERTY TAX ABATEMENT

CITY OF COLLEGE STATION, TEXAS

DEFINITIONS – SECTION 1

- (a) “Abatement” means the full or partial exemption from ad valorem taxes of certain real property and/or tangible personal property in a reinvestment zone designated by the City for economic development purposes.
- (b) “Agreement” means a contractual agreement between a property owner and the City for abatement of taxes.
- (c) “Base year value” means the assessed value of property within the reinvestment zone on January 1 preceding the execution of the Agreement plus the agreed upon value of the eligible property improvements and tangible personal property made after January 1 but before the execution of the agreement.
- (d) “City” means the City of College Station, Texas.
- (e) “Eligible Property” means real and tangible personal property for both new facilities and structures, and for the expansion or modernization of existing facilities and structures which are reasonably likely as a result of being granted abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development with the City of College Station.
- (f) “Expansion” means that addition of buildings, structures, machinery, equipment, tangible personal property, or payroll for purposes of increasing production capacity.
- (g) “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- (h) “Ineligible Property” means land, existing improvements, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, real property with a productive life of less than 10 years, tangible personal property that the Brazos County Appraisal District classifies as inventory or supplies, real or tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, or any other property for which abatement is not allowed by law.

- (i) "Modernization" means complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices, or resource conservation equipment.
- (j) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (k) "Office Building" means a new office building, addition to an existing office building or build out of unoccupied space within an existing building.
- (l) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.
- (m) "Real Property" means land or an improvement or other property classified as such under state law.
- (n) "Reinvestment Zone" means a geographic area which meets the criteria of Section 312.202 of the Texas Tax Code.
- (o) "Tangible Personal Property" means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the reinvestment zone at any time before the period covered by the agreement with the City.

CRITERIA FOR TAX ABATEMENT – SECTION 2

- (a) Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the City and the property owner, subject to such limitations as the City may require.
- (b) New and Existing Facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- (c) Eligible Property. Abatement may be extended to the value of eligible property as defined in Section 1(e) above.
- (d) Ineligible Property. Ineligible property as defined in Section 1(h) above shall be fully taxable and ineligible for tax abatement.
- (e) Economic Qualification. In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:

- (1) Must be expected to have an increased appraised ad valorem tax value of at least \$1,000,000 based upon the Brazos County Appraisal District's assessment of the eligible property.
 - (2) Must be expected to prevent the loss of payroll or retain, increase or create a payroll on a permanent basis in College Station, Texas.
- (f) Standards for Tax Abatement. The following factors among others, should be considered in determining whether to grant Tax Abatement and, if so, the percentage of value to be abated and the duration of the Tax Abatement:
- (1) Value of land and existing improvements, if any;
 - (2) Type and value of proposed improvements;
 - (3) Productive life of proposed improvements;
 - (4) Number of existing jobs to be retained by proposed improvements;
 - (5) Number of type of new jobs to be created by proposed improvements;
 - (6) Amount of local payroll to be created;
 - (7) Whether persons residing or projected to reside within the City will have the opportunity to fill the new jobs being created;
 - (8) Amount of local taxes to be generated directly;
 - (9) Amount of property tax base valuation which will be increased during term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than \$1,000,000;
 - (10) The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;
 - (11) The amount of ad valorem taxes to be paid to the City during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period.
 - (12) The population growth of the City that occurs directly as a result of new improvements;

(13)The types of public improvements, if any, to be made by the applicant seeking abatement;

(14)Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(15)The impact on the business opportunities of existing businesses;

(16)The attraction of other new businesses to the area;

(17)The overall compatibility with the zoning ordinances and comprehensive plan for the area; and/or

(18)Whether the project is environmentally compatible with no negative impact on quality of life perceptions.

(g) Denial of Abatement. Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) Violation of other codes or laws;

(5) The agreement was signed after the commencement of construction, alteration or installation of improvements related to the project; or

(6) Any other reason deemed appropriate by the City Council.

(h) Taxability. From the execution of the abatement to the end of the agreement period taxes shall be payable as follows:

(1) The value of ineligible property as provided in Section 2(d) shall be fully taxable; and

(2) The base year value of property in the reinvestment zone, as defined by Section 1(n), as determined each year shall be fully taxable. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

DESIGNATION OF A REINVESTMENT ZONE – SECTION 3

- (a) The City Council may not approve an ordinance designating a reinvestment zone until it has held a public hearing at which interested parties are entitled to speak and present evidence for or against its designation. Notice of the hearing shall be published in a general circulation publication at least seven days prior to the hearing.
- (b) Prior to entering into a tax abatement agreement, the City Council may, at its option, hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement agreement.

TAX ABATEMENT AGREEMENT – SECTION 4

- (a) Not later than the seventh day before the date on which the City enters into the abatement agreement, the City shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the City intends to enter into the agreement. The notice shall include a copy of the prepared agreement.
- (b) Approval of an agreement shall be by formal adoption of a resolution and execution of the agreement with the owner of the facility. The agreement shall, but not be limited to the following:
 - (1) Include a list of the kind, number, and location of all proposed improvements to the property;
 - (2) Provide access to and authorize inspection of the property by the City to ensure compliance with the agreement;
 - (3) Limit the use of the property consistent with the City's development goals;
 - (4) Provide for recapturing property tax revenues that are lost if the owner fails to make the improvements as provided by the agreement;
 - (5) Include each term that was agreed upon with the property owner;
 - (6) Require the owner to annually certify compliance with the terms of the agreement to the City; and
 - (7) Allow the taxing unit to cancel or modify the agreement at any time if the property owner fails to comply with the terms of the agreement.

RECAPTURE – SECTION 5

- (a) In the event that the company or individual (1) allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the agreement; the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of termination.
- (b) Should the City determine that the company or individual is in default according to the terms and conditions of its agreement, the City shall notify the company or individual of such default in writing at the address stated in the agreement, and if such is not cured within thirty (30) days from the date of such notice, then the agreement may be terminated.

SUNSET PROVISION – SECTION 6

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three quarters vote of the City Council, at which time all reinvestment zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed, or eliminated.

DISCRETION OF THE CITY – SECTION 7

The adoption of these Guidelines and Criteria by the City does not;

- (a) Limit the discretion of the City Council to decide whether to enter into a specific tax abatement agreement;
- (b) Limit the discretion of the City Council to delegate to its staff the authority to determine whether or not the City Council should consider a request for tax abatement;
- (c) Create any property, contract, or other legal right in any person to have the City Council consider or grant a specific request for tax abatement; or
- (d) Limit the ability to deviate from these Guidelines and Criteria for good cause.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, ESTABLISHING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT FOR ECONOMIC DEVELOPMENT PROSPECTS IN THE CITY OF COLLEGE STATION.

WHEREAS, §312.002, Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the City Council of the City of College Station has previously expressed its intent to consider Tax Abatements and adopted Tax Abatement Guidelines and Criteria; and,

WHEREAS, these Tax Abatement Guidelines and Criteria were most recently adopted on January 26, 2012; and,

WHEREAS, pursuant to §312.002, the Tax Abatement Guidelines and Criteria are effective for two years unless amended or repealed by a vote of three-fourths of the City Council; and,

WHEREAS, the College Station City Council desires to once again adopt Tax Abatement Guidelines and Criteria; and,

WHEREAS, the College Station City Council elects to continue to be eligible to participate in tax abatement, now therefore,

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

PART 1: The City of College Station hereby adopts guidelines and criteria governing tax abatements for economic development prospects attached hereto as "Exhibit A."

PART 6: That this resolution shall be effective immediately from and after its passage.

ADOPTED this _____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 14-419 **Version:** 1 **Name:** Grid Contract Renewal #1
Type: Renewal **Status:** Consent Agenda
File created: 5/2/2014 **In control:** City Council Regular
On agenda: 5/22/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding approval renewal number 1 of contract #13-201 between the City of College Station and Grid Utility, LLC., in the amount of \$1,259,926.12 for Annual Electric System Construction & Maintenance Labor; and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
Sponsors: Timothy Crabb
Indexes:
Code sections:
Attachments: [cp contract.pdf](#)
[Electric_052214.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval renewal number 1 of contract #13-201 between the City of College Station and Grid Utility, LLC., in the amount of \$1,259,926.12 for Annual Electric System Construction & Maintenance Labor; and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary:

On May 9, 2013, Contract 13-201 was awarded to Grid Utility, LLC for annual electric system construction & maintenance contract labor.

The Annual Electric System Construction & Maintenance Labor Contract is for supplemental labor and equipment to construct the required electric distribution line extensions, conversions, and maintenance of the City's electric distribution system for the twelve (12) month period. Estimated unit quantities were based on 2012 work performed by the former contractor and were used to determine the annual estimate for labor cost.

This is the first of two possible renewals to this contract.

Budget & Financial Summary:

It is anticipated that the majority of the expenditures covered by this contract will be capital expenditures. As such, funds for this item are budgeted for as electric system capital improvements and conversions in the Electric Capital Improvement Project Funds. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not yet been issued. This debt is scheduled to be issued later this fiscal year.

Attachments:

Renewal #1 - ITB13-054, Contract 13-201

Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt



April 8, 2014

ATTN:
Eddie Moore
Grid Utility, LLC.
4215-D Stuart Andrew Blvd.
Charlotte, NC 28217

RE: Renewal #1 – ITB 13-054, Contract 13-201
Annual Electric Construction and Maintenance Labor

Dear Mr. Moore,

The City of College Station appreciates the services provided by Grid Utility, LLC. this past year. We would like to exercise our option to renew the above referenced agreement for the term of June 3, 2014 through June 2, 2015.

If this meets with your *company's approval*, please complete the attached renewal agreement and return it via e-mail to hpavelka@cstx.gov or via fax (979-764-3899) no later than Friday, April 25, 2014 ***Please follow up by mailing 3 original signed copies to the following address:***

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

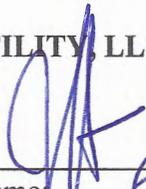
.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew ITB 13-054, Contract 13-201, Annual Electric Construction and Maintenance Labor, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Million Two Hundred Fifty Nine Thousand Nine Hundred Twenty Six and 12/100 Dollars (\$1,259,926.12).

I understand this renewal term will be for the period beginning June 3, 2014 through June 2, 2015. This is the first of two possible renewals.

GRID UTILITY, LLC.

By: 
Printed Name: Greg Fox
Title: PPS
Date: 5/11/14

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$1,300,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 22nd DAY OF MAY, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



Jeffrey A. Guejck
McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Electric System Capital Improvements and Conversions: Contract is for supplemental labor and equipment to construct the required electric distribution line extensions and conversions of the City's electric distribution system.



Legislation Details (With Text)

File #:	14-426	Version:	1	Name:	Retention and Expansion, and Payroll Grants
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/2/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.				
Sponsors:	Randall Heye				
Indexes:	Economic Development				
Code sections:					
Attachments:	ReyRey-2013SOC.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.

- Diverse Growing Economy

Recommendation(s):

In fulfillment of the City's contractual obligation, staff recommends approval of a \$45,000 payment to Reynolds & Reynolds for performance in 2013.

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 seventh annual disbursement. Reynolds & Reynolds previously received \$45,000 for 2007, 2008, 2010, and 2011 as well as \$40,000 for 2009 and 2012 performance.

The Retention and Expansion Grant 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 in order to receive \$30,000. As a performance incentive, the agreement also provides for Reynolds & Reynolds to receive 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 \$27,051,300 and is eligible for the Retention and Expansion Grant of \$30,000. Further the company currently maintains a payroll of \$21,450,620 and is eligible for a combined Payroll Grant of \$15,000.

Budget & Financial Summary:

Funding in the amount of \$45,000 is budgeted and available in the City's Economic Development Fund.

Attachments:

2013 Statement of Compliance - Reynolds & Reynolds, Inc.

MAY 01 2014



April 28, 2014

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

RE: 2013 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 2013 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 \$39,108,784 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 \$21,450,620 at its 200 Quality Circle, College Station, Texas location. The 2013 total amount of property value, at 200 Quality Circle both personal and real, from the Brazos County Appraisal District is \$27,051,300. In accordance with the provisions of the Agreement, the Company also requests remittance of Payroll Grants in a cumulative amount of \$15,000.

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 2013 payment of \$45,000 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 28 the
above statement in my presence on 4.28, 2014.

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 2013, payment of \$45,000 from the City of College Station, Texas.

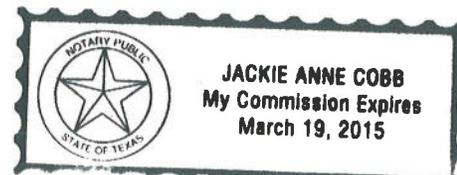
Bob Malaise
Signature
Compliance Officer
Title

County of Brazos,
State of Texas

I, Jackie Cobb, certify that Bob Malaise signed the
above statement in my presence on April 29, 2014

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

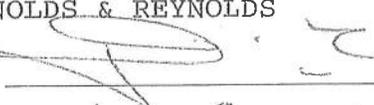
Maintain real and personal property At least \$24,000,000
at the property

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, 2014.

REYNOLDS & REYNOLDS

BY: 

Title: Asst. Secretary

THE RESEARCH VALLEY PARTNERSHIP

1500 RESEARCH PARKWAY, SUITE 270 COLLEGE STATION, TEXAS 77845
TEL 800.449.4012 OR 979.260.1755 FAX 979.260.5252 WWW.RESEARCHVALLEY.ORG



Reynolds
& Reynolds®

January 27, 2014

I, Dennis R. McGregor, Assistant Secretary, certify to the following 12/31/2013 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	39,108,783.92
Gross payroll for 2013	21,450,619.73

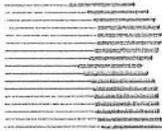
Dennis R. McGregor, Assistant Secretary

Tax Department

P.O. Box 2608

Dayton, Ohio 45401-2608

937.485.2000



Reynolds
& Reynolds[®]

January 27, 2014

Mr. Robert Malaise
Vice President of Economic Development Services
The Research Valley Partnership
1500 Research Parkway, Suite 270
College Station, TX 77845

Detail of 12/31/2013 Assets—200 Quality Circle

Dear Mr. Malaise,

Here is the breakout of the numbers provided for 200 Quality Circle by category:

Land	\$ 900,000
Land Improvements	3,061,011
Building	15,536,554

Computers	20,866,531
Furniture/Fixtures	7,350,289
Equipment	1,081,260
Leasehold Improvements	302,048
Inventory/Spare Parts	9,508,656

Please let me know if you need additional information to present our annual numbers.

Regards,

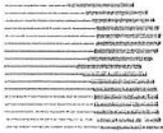
Claudia Mitchell
Sr Tax Analyst
claudia_mitchell@reyrey.com
937-485-1325 (voice)
937-485-2770 (fax)

Tax Department

P.O. Box 2608

Dayton, Ohio 45401-2608

937.485.2000



Reynolds
& Reynolds[®]

January 27, 2014

Mr. Robert Malaise
Vice President of Economic Development Services
The Research Valley Partnership
1500 Research Parkway, Suite 270
College Station, TX 77845

Reinvestment Zone Thirteen and Economic Development Agreement

Dear Mr. Malaise,

Enclosed are the certification and the payroll reports for the agreement at 200 Quality Circle.

The Reynolds and Reynolds Company reports Texas unemployment under several different accounts, so I have included the lists from all of them for all four quarters. The employee list includes associates in College Station, Houston, and virtual offices throughout Texas. However, our certifications are based on just the College Station employees as recorded in our payroll system.

Please let me know if there is anything further you need.

Regards,

Claudia Mitchell
Sr Tax Analyst
claudia_mitchell@reyrey.com
937-485-1325 (voice)
937-485-2770 (fax)

Tax Department

P.O. Box 2608

Dayton, Ohio 45401-2608

937.485.2000



Legislation Details (With Text)

File #: 14-431 **Version:** 1 **Name:** Transportation Model
Type: Contract **Status:** Consent Agenda
File created: 5/4/2014 **In control:** City Council Regular
On agenda: 5/22/2014 **Final action:**
Title: Presentation, possible action and discussion regarding the approval of a contract with Kimley-Horn Associates in the amount of \$85,000 to update a transportation model of the roadway network in College Station and develop a ranked list of projects for future consideration. Funding for this effort was approved by the City Council in the budget amendment presented on February 13, 2014.
Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the approval of a contract with Kimley-Horn Associates in the amount of \$85,000 to update a transportation model of the roadway network in College Station and develop a ranked list of projects for future consideration. Funding for this effort was approved by the City Council in the budget amendment presented on February 13, 2014.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the contract with Kimley-Horn Associates in the amount of \$85,000.

Summary: For approximately the past 12 years, City staff has annually developed a list of transportation needs for the City and utilized a matrix to objectively as possible prioritize the projects for available funding. However, without a way to model the impacts of projects, a true objective analysis was not possible. During the last Bond Election, the Citizens Committee requested a modeled analysis of the projects to objectively show each projects benefits. At the time, we did not have a model available to provide the requested analysis.

This contract directs the consultant to develop a transportation model of the roadway network in College Station, which will then be used to identify bottlenecks in the system, develop a list of improvements, and prioritize the list based on a combination of several objective measures of effectiveness as well as factors such as impacts on quality of life and funding. The result of this work effort will be to identify the projects that should be priorities for future consideration.

Budget & Financial Summary: Funds for this work effort were approved on February 13, 2014, as part of the budget amendment. This project was identified on the budget amendment as part of the Future Capital Needs Assessment (\$280,000), and is the transportation component of that item.

Attachments:

1. Contract - on file in the City Secretary's Office



Legislation Details (With Text)

File #: 14-432 **Version:** 1 **Name:** SH 6 Work Zone Speed Limit
Type: Ordinance **Status:** Consent Agenda
File created: 5/4/2014 **In control:** City Council Regular
On agenda: 5/22/2014 **Final action:**

Title: Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 10, Section 3, of the College Station Code of Ordinances by changing the posted speed limit on the section of State Highway 6 between the north City Limit line and Barron Road to 60 mph for the duration of a Texas Department of Transportation project to reconstruct the SH 6 entrance and exit ramps along the highway and/or Rock Prairie Road bridge.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Location Map.pdf](#)
[SH 6 Temp Speed Limit Ord 5-5-14.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 10, Section 3, of the College Station Code of Ordinances by changing the posted speed limit on the section of State Highway 6 between the north City Limit line and Barron Road to 60 mph for the duration of a Texas Department of Transportation project to reconstruct the SH 6 entrance and exit ramps along the highway and/or Rock Prairie Road bridge.

- Core Services and Infrastructure

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

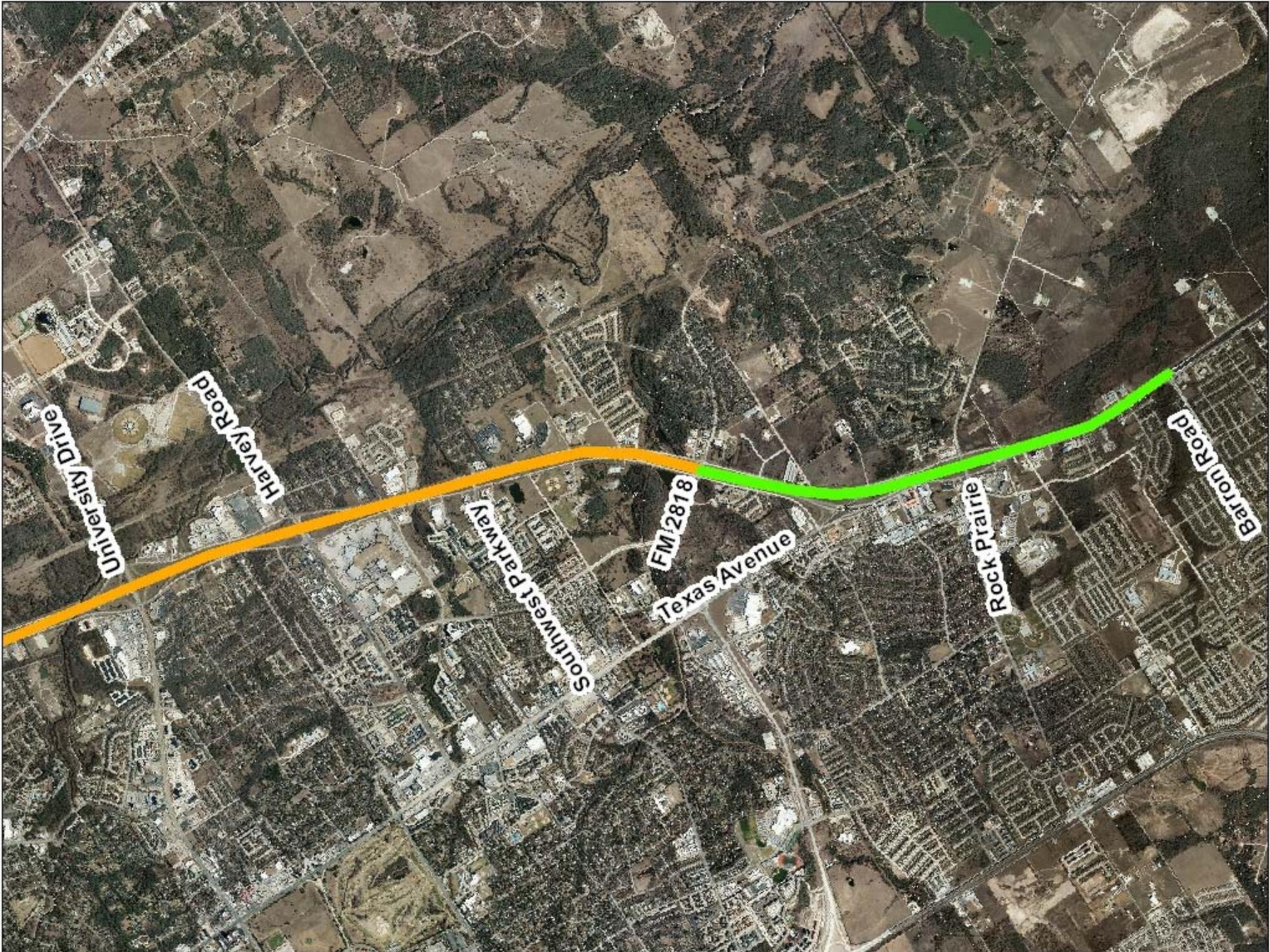
Summary: Earlier this year, TxDOT began a project to reconstruct the Rock Prairie Bridge over SH 6. During this project, they have encountered a few instances where a reduced speed limit through the project work zone would have benefitted the safety of the workers and the motoring public. In partnership with the City and because we can approve an ordinance faster, TxDOT has asked the City to approve an ordinance temporarily reducing the speed limit on SH 6 in the area of the Rock Prairie Road bridge.

Staff proposes modifying an existing ordinance to accommodate TxDOT’s request. In preparation for the TxDOT project to relocate the entrance and exit ramps along SH 6, the City Council passed an ordinance in November 2012 to temporarily reduce the speed limit between the north City Limit and FM 2818 to 60 mph. The proposed ordinance modifies the ending limits from FM 2818 in the existing ordinance to Barron Road. As with the existing ordinance, the reduced speed limit will only be utilized in the active work zones and when 60 mph speed limit signs are posted. The temporary speed reduction ordinance expires after the completion of projects.

Budget & Financial Summary: The passage of this ordinance will not result in any costs to the City as TxDOT's contractor will install and maintain the necessary speed limit signs associated with this temporary speed reduction.

Attachments:

1. Ordinance
2. Location Map



University Drive

Harvey Road

Southwest Parkway

FM 2818

Texas Avenue

Rock Prairie

Barron Road

ORDINANCE NO. _____

AN ORDINANCE TEMPORARILY AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 3, “SPEED LIMITS”, F “TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS” , TRAFFIC SCHEDULE XIII “TEMPORARY SPEED LIMITS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That **CHAPTER 10, “TRAFFIC CODE”, SECTION 3, “SPEED LIMITS”, F “TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS” , TRAFFIC SCHEDULE XIII “TEMPORARY SPEED LIMITS”** of the Code of Ordinances of the City of College Station, Texas, be temporarily amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station for the Texas Department of Transportation’s (TxDOT) project to reconstruct the entrance and exit ramps of State Highway 6 between the northern City Limits and Barron Road begins and expires at the completion of this project, or the completion of TxDOT’s Rock Prairie Road Bridge project, whichever finishes last.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That **CHAPTER 10, "TRAFFIC CODE", SECTION 3, "SPEED LIMITS", F "TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS" , TRAFFIC SCHEDULE XIII "TEMPORARY SPEED LIMITS"** is hereby temporarily amended to include:

State Highway 6, for traffic moving northbound and southbound from the northern City Limits to the Barron Road interchange, the speed limit shall be sixty (60) miles per hour during the TxDOT managed construction projects to Relocated the Ramps on SH 6 as well as the SH 6 and Rock Prairie Road bridge overpass project.



Legislation Details (With Text)

File #:	14-433	Version:	1	Name:	Nimitz Street Resolution Determining Need
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/4/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of right-of-way needed for the Nimitz Street Rehabilitation Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Nimitz Street Rehab Project Limits.pdf Nimitz Street PER Option 2.pdf Nimitz Street Rehab - Needs Resolution.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of right-of-way needed for the Nimitz Street Rehabilitation Project.

- Core Services and Infrastructure

Recommendation(s): Staff recommends Council approval of the Resolution Determining Public Need and Necessity.

Summary: As part of the Eastgate Neighborhood Plan, Nimitz Street was identified as a local street not meeting current standards. Nimitz Street, between Lincoln Avenue and Ash Street, is deficient in right-of-way width and pavement width, and most of the street does not have curbs.

This section is unique in that a portion of the pavement was placed on properties along the western edge of the street. As these properties have redeveloped, they have dedicated right-of-way to the edge of existing pavement. Due to the lot configuration, setback variances were granted by the Zoning Board of Adjustment and have resulted in structures being located within five to ten feet of the edge of pavement. Rehabilitation of the street and adding curbs to this approximately 780 foot long section of Nimitz Street will help increase safety due to the close proximity of the structures to the street. Since twenty feet of right-of-way was dedicated on Nimitz Street from the multi-family property when it was re-platted in 1982, the potential exists to move the edge of the pavement away from the structures on the western side of the street.

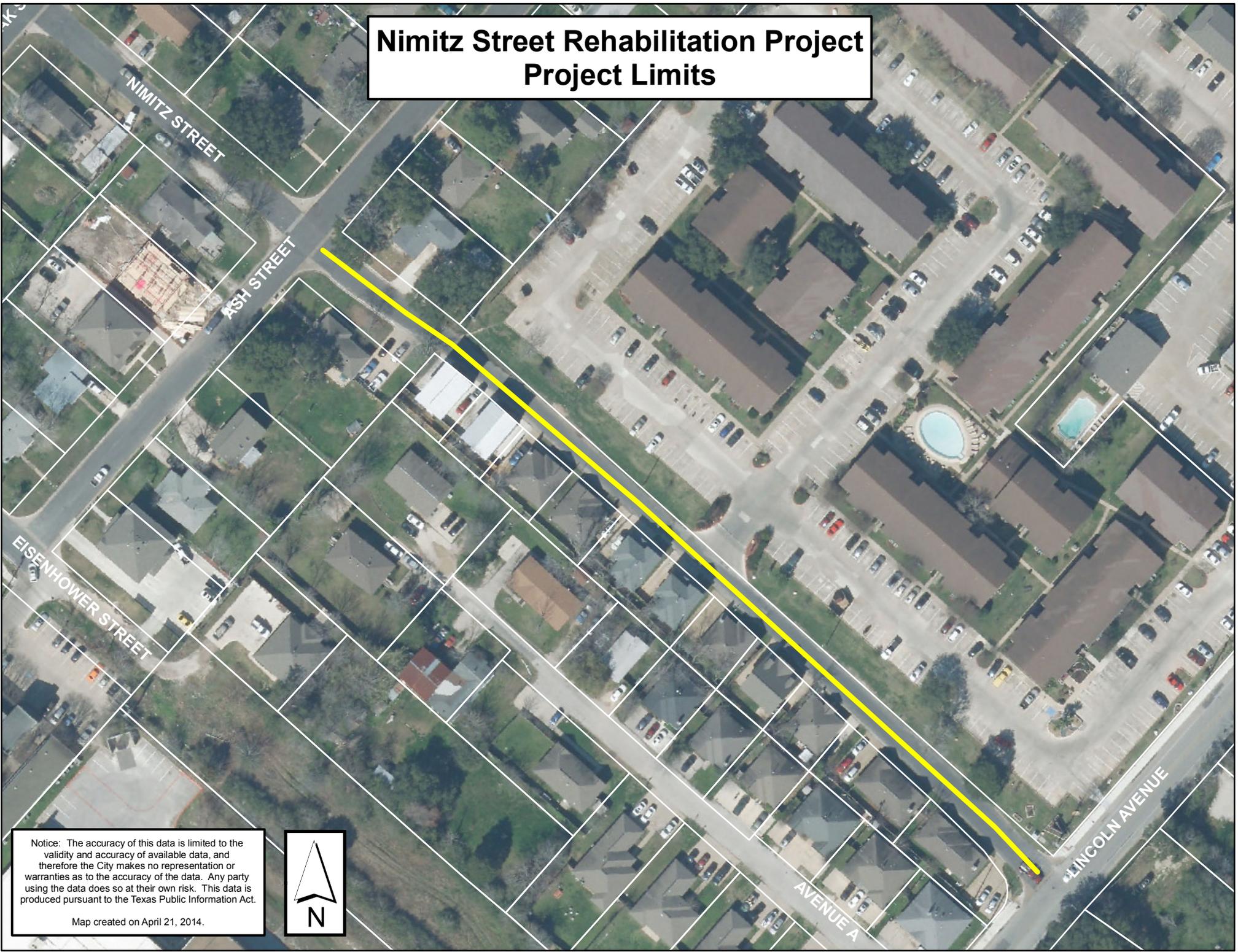
In order to shift the street over, right-of-way will need to be acquired in fee simple interest from four property owners. Approval of the Resolution Determining Need and Necessity will authorize staff to negotiate for the purchase of the right-of-way necessary to complete the project.

Budget & Financial Summary: Funds for the initial phases of the project are budgeted in the Community Development Block Grant (CDBG) Fund. It is anticipated that construction be budgeted in FY15 if sufficient CDBG funds are available.

Attachments:

1. Project Map
2. Nimitz Street PER Exhibit provided by Gattis Engineering - Option 2
3. Resolution Determining Public Need and Necessity with Exhibit "A"

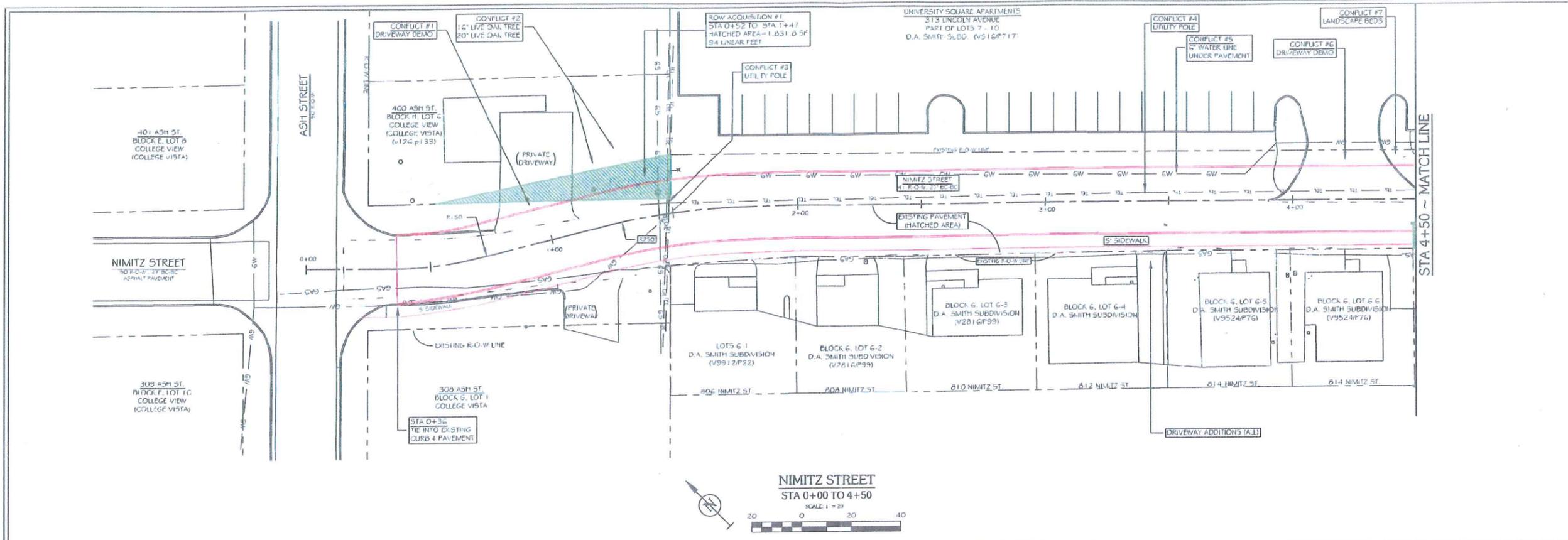
Nimitz Street Rehabilitation Project Project Limits



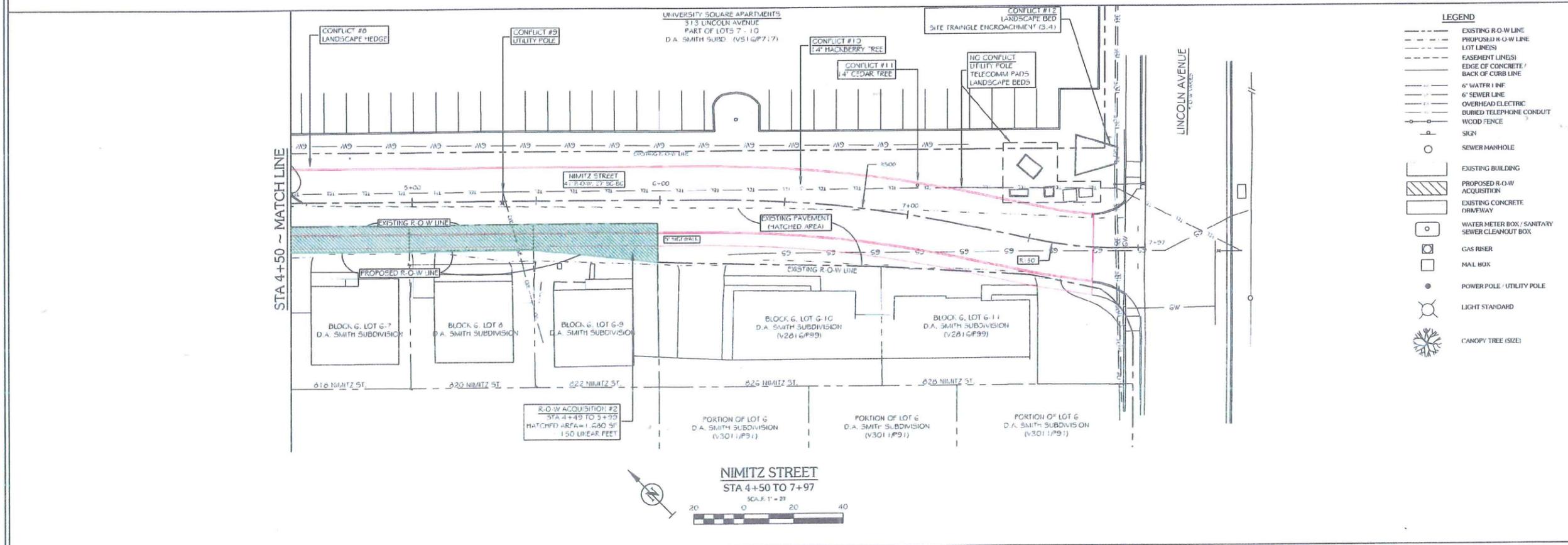
Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act.

Map created on April 21, 2014.





NIMITZ STREET
STA 0+00 TO 4+50
SCALE 1" = 20'



NIMITZ STREET
STA 4+50 TO 7+97
SCALE 1" = 20'

- LEGEND**
- EXISTING R.O.W. LINE
 - - - - PROPOSED R.O.W. LINE
 - - - - LOT LINES
 - - - - EASEMENT LINES
 - - - - EDGE OF CONCRETE / BACK OF CURB LINE
 - - - - 6" WATER LINE
 - - - - 6" SEWER LINE
 - - - - OVERHEAD ELECTRIC
 - - - - BURIED TELEPHONE CONDUIT
 - - - - WOOD FENCE
 - o SIGN
 - o SEWER MANHOLE
 - o EXISTING BUILDING
 - o PROPOSED R.O.W. ACQUISITION
 - o EXISTING CONCRETE DRIVEWAY
 - o WATER METER BOX / SANITARY SEWER CLEANOUT BOX
 - o GAS RISER
 - o MAIL BOX
 - o POWER POLE / UTILITY POLE
 - o LIGHT STANDARD
 - o CANOPY TREE (SIZE)

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	DESCRIPTION					<p>GATTISENGINEERING ENGINEERS & CONSULTANTS</p> <p>2010 Moore Creek Ct. • College Station, TX 77842 • (979) 375-9322 FAX: (979) 375-9322 • INFO@GATTISENGINEERING.COM</p>	<p>THIS DRAWING IS RELEASED UNDER THE AUTHORITY OF JOE GATTIS, P.E. #0064. FOR REVIEW ONLY. THIS DRAWING IS NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES.</p>
NO.	DATE	BY	DESCRIPTION							
<p>NIMITZ STREET P.E.R. COLLEGE STATION, TEXAS DECEMBER 2013</p>										
<p>OPTION 2 41' R.O.W. 27' BC-BC 5' SIDEWALK</p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">DRAWN BY: JOE G.</td> <td style="width: 33%;">DATE: DECEMBER 2013</td> <td style="width: 33%;">SCALE: NOTED</td> </tr> <tr> <td colspan="3">PROJECT #: CE011010</td> </tr> </table>			DRAWN BY: JOE G.	DATE: DECEMBER 2013	SCALE: NOTED	PROJECT #: CE011010				
DRAWN BY: JOE G.	DATE: DECEMBER 2013	SCALE: NOTED								
PROJECT #: CE011010										
Option-2										

RESOLUTION DETERMINING PUBLIC NEED AND NECESSITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING PUBLIC NEED AND NECESSITY FOR THE CITY TO INITIATE, COMPLETE, AND ACQUIRE CERTAIN PROPERTY LOCATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS FOR THE PURPOSE OF A STREET REHABILITATION PROJECT; 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 Nimitz Street Rehabilitation Project (“Project”); and

WHEREAS, such Project is for the public purpose of street rehabilitation and widening; and

WHEREAS, such Project is located at or about the following physical location: A route extending along Nimitz Street from Ash Street to Lincoln Avenue in College Station, Brazos County, Texas; and

WHEREAS, such Project will necessitate the acquisition of land as set forth in this Resolution; and

WHEREAS, the City Council of the City desires to acquire land for the Project to achieve the aforesaid public purpose, 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 commence the Nimitz Street Rehabilitation Project in College Station for the public purpose of street rehabilitation and widening, and to take any and all reasonable action to achieve completion of the Project, including the acquisition of property.

PART 3: That the Project will require the acquisition of a fee simple interest in the property as described in Exhibit “A” attached hereto and made a part of this Resolution (“Property”).

PART 4: That the City’s representatives, agents, and staff are hereby authorized to acquire the Property pursuant to applicable law, including Chapter 2206 Texas Government Code and Chapter 21 Texas Property Code as same may, from time to time, be amended; and to specifically provide the Landowner’s Bill of Rights to landowners, and to conduct such land appraisals as may be desired and as may be required by law.

PART 5: That adoption of this Resolution shall not authorize the City’s representatives, agents, and staff to proceed to condemnation without first obtaining express authority to condemn from the City Council.

PART 6: 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, 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 7: That the City Manager and his authorized designee be authorized to sell any surplus improvements and to order the removal or the demolition of any improvements that are located on the Property that in their determination hinder or are unnecessary to completion of the Project.

PART 8: 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:

City Attorney

EXHIBIT "A"

Being all those tracts or parcels of land necessary to complete a road rehab and widening located along a route extending along Nimitz Street from Ash Street to Lincoln Avenue in College Station, Brazos County, Texas. Said route is depicted on the map attached hereto and made part hereof. The right-of-way parcels needed in fee simple interest for the project may be acquired from the following lands:

Landowner (Now or Formerly): FELICIA GLOVER
Brazos County Appraisal District Property ID: 41709
Street Address: 822 Nimitz Street, College Station, Texas
Legal Description: Being a portion of Lot 6, D.A. Smith Subdivision, College Station, Brazos County, Texas; as described in Gift Deeds from Andre Johnson, Zeake Glover and Sabrina Glover Haught to Felicia Glover recorded in Volume 8833, Page 285, Volume 8833, Page 288, and Volume 10468, Page 127, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): LUCILLE YOUNG
Brazos County Appraisal District Property ID: n/a
Street Address: Nimitz Street, College Station, Texas
Legal Description: Being a remainder portion of Lot 6, D.A. Smith Subdivision, College Station, Brazos County, Texas; as described in Sheriff's Deed to Lucille Young recorded in Volume 2295, Page 76, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): HIFAZA, LLC
Brazos County Appraisal District Property ID: 41708
Street Address: 820 Nimitz Street, College Station, Texas
Legal Description: Being a portion of Lot 6, D.A. Smith Subdivision, College Station, Brazos County, Texas; as described in Warranty Deed from Shabeer Jaffar to Hifaza, LLC recorded in Volume 9814, Page 53, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): SYED HASAN ASKARI
Brazos County Appraisal District Property ID: 303359
Street Address: 818 Nimitz Street, College Station, Texas
Legal Description: Being a portion of Lot 6, D.A. Smith Subdivision, College Station, Brazos County, Texas; as described in Warranty Deed from Moody, et al to Syed Hasan Askari recorded in Volume 1846, Page 149, Official Records of Brazos County, Texas.

Landowner (Now or Formerly): BOYDE R. NASH, SR.
Brazos County Appraisal District Property ID: 24259
Street Address: 400 Ash Street, College Station, Texas
Legal Description: Lot 7 and 15' of 6, Block H, College Vista Subdivision, College Station, Brazos County, Texas; as described in Warranty Deed from Alfred W. Miller and Doris Mae Miller to Boyde R. Nash, Sr. recorded in Volume 285, Page 213, Deed Records of Brazos County, Texas.



Legislation Details (With Text)

File #:	14-434	Version:	1	Name:	Bee Creek Sanitary Sewer Phase I CO No. 3
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	5/4/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion regarding ratification of Change Order No. 3 in the amount of \$239,564 to the Bee Creek Sanitary Sewer Trunk Line Rehabilitation construction contract 13-144 with Elliott Construction, LLC.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	bee creek trunk line ph 1 map.pdf Bee Creek CO 3 .pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding ratification of Change Order No. 3 in the amount of \$239,564 to the Bee Creek Sanitary Sewer Trunk Line Rehabilitation construction contract 13-144 with Elliott Construction, LLC.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends ratification of this change order with Elliott Construction, LLC in the amount of \$239,564.

Summary: This project includes the installation of approximately 7,300 linear feet of 42-inch, 36-inch, and 30-inch sanitary sewer main along Bee Creek from Bee Creek Park west of Texas Avenue to approximately 1,100 feet west of Welsh Avenue.

The construction contract approved March 28, 2013 included an Add Alternate line item for 7,302 linear feet of Aggregate Grade 4 Crushed Stone Embedment. The item was bid at a unit cost of \$34.00 per linear foot, however, the total cost of \$248,268 for this item was not included in the construction contract total of \$2,269,045. Due to groundwater encountered during the installation of the sewer line, 7,046 linear feet of crushed stone embedment was utilized. Change Order No. 3 is the addition of this line item for a total addition of \$239,564 to the construction contract.

Two other change orders have been approved. Change Order No. 1 in the amount of \$4,860 and Change Order No. 2 in the amount of \$10,395.

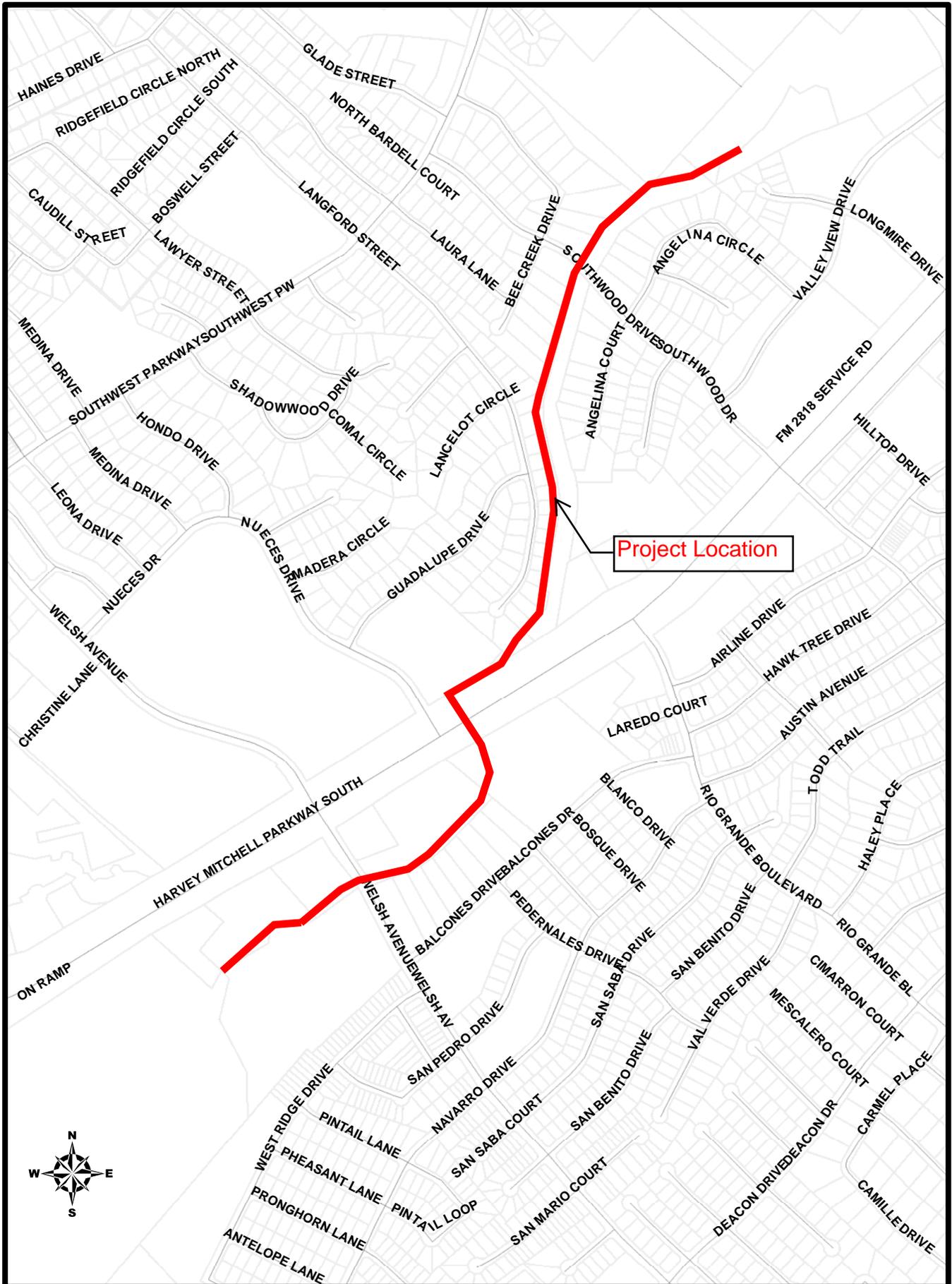
Budget & Financial Summary: Funds in the amount of \$14,293,611 are budgeted for this project in the Wastewater Capital Improvement Projects Fund. A total of \$3,906,553 has been

expended or committed to date, leaving a balance of \$10,387,058 for remaining construction and related expenditures.

Attachments:

1. Change Order No. 3
2. Project Map

Bee Creek Sanitary Sewer Trunk Line Rehabilitation Phase 1





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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 13-144 PROJECT#: WF1369909 BID#: n/a RFP: n/a

Contract Description:

Construction Contract

Project Name:

Bee Creek Sanitary Sewer Trunk Line Rehabilitation

Name of Contractor:

Elliott Construction, LLC

CONTRACT TOTAL VALUE: \$ 2,523,864.00

Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A
Section 3 Plan Incl. Yes No N/A

Davis Bacon Wages Used Yes No N/A
Buy America Required Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # 3 OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Change order for the addition of Add Alternate item 50 for crushed stone embedment. Change order amount is \$239,564. See attached.

Submitted for approval at the May 22 City Council meeting.

(If required)*

CRC Approval Date*: _____ Council Approval Date*: _____ Agenda Item No*: _____

--Section to be completed by Risk and Purchasing Only--

Insurance Certificates: _____ Performance Bond: _____ Payment Bond: _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

4/30/14
DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR - CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



Legislation Details (With Text)

File #:	14-435	Version:	1	Name:	BVCOG Grant Application
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/4/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$13,700.00.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	FY15 KBB Resolution.pdf FY15 Grant App Draft.pdf FY 15 Certification-of-Compliance-with-State-Laws.pdf FY15 CS Resolution.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$13,700.00.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Sustainable City

Recommendation(s): Staff recommends approval of the resolution and grant application with TCEQ and BVCOG in the amount of \$13,700.00.

Summary: The Brazos Valley Council of Governments (BVCOG) is now accepting Requests for Project Applications. BVCOG has \$58,333.15 in funding from the Texas Commission on Environmental Quality (TCEQ) for FY 2014 solid waste implementation project grants.

The City of College Station Public Works Staff has completed the grant application and is requesting funding in the amount of \$13,700.00 to purchase smart phone application My-Waste, Website Plugin, and Brazos Valley Earth Day advertising. These materials will help educate the public about the 4 R's of Recycling: Reduce, Reuse, Recycle, and Rebuy. Brazos Valley Earth Day continues to grow every year; the funding will allow the City of College Station to continue participation as a Hosting Entity alongside City of Bryan, TAMU, Brazos Valley Council of Governments, Keep Brazos Beautiful, and Brazos Valley Solid Waste Management Agency, Inc. The last Earth Day hosted at Wolf Pen Creek on April 5 was attended by more than 5,000 residents.

Budget & Financial Summary: Grant Application in the amount of \$13,700.00.

Attachments:

1. KBB Resolution
2. Grant Application
3. Certification of Compliance
4. CS Resolution

RESOLUTION OF KEEP BRAZOS BEAUTIFUL, INC
Verification of Affiliation as a Keep Texas Beautiful Affiliate Community

WHEREAS, Keep Brazos Beautiful, Inc. (KBB) a non-profit 501(c)(3) volunteer environmental educational organization founded in 1980 and incorporated in August 1983 is a Certified Affiliate in Good Standing of both Keep America Beautiful, since 1986 and Keep Texas Beautiful, since 1993. Keep Brazos Beautiful, Inc. is a County wide organization that works with and is funded by the following local governmental partners: The Cities of Bryan, College Station, and Brazos County.

WHEREAS, The City of College Station is making application for a BVCOG Solid Waste Grant and asked the Keep Brazos Beautiful Board for a resolution verifying their affiliation as a Keep Texas Beautiful Affiliate Community.

WHEREAS, The Keep Brazos Beautiful Board recognizes the City of College Station as being an agency that by contract, as well as, by ongoing and current KBB partnership should be accorded any and all rights of affiliation as a Keep Texas Beautiful Certified Affiliate Community in good standing.

WHEREAS, Keep Brazos Beautiful, Inc. does hereby verify that the City of College Station is currently recognized as being a partner in good standing as a part of KBB's affiliation with Keep Texas Beautiful and is therefore deserving of any and all grant points from the Brazos Valley Council of Governments Solid Waste Grant which are available to such a partner and affiliate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF KEEP BRAZOS BEAUTIFUL, INC.:

1. That the City of College Station is recognized as a Keep Brazos Beautiful partner and therefore should be recognized as a Certified Keep Texas Beautiful Affiliate Community in good standing, and;
2. That this Resolution is effective upon its adoption.

PASSED AND APPROVED on the day of , 2014.

ATTEST:

Sam White
President
Keep Brazos Beautiful, Inc.

Amy Reed
Executive Director
Keep Brazos Beautiful, Inc.



**FY 2015/2016
Regional Solid Waste
Grants Program**

**II-B
Implementation Project
Grant Application
Instructions and Forms**

Waste Permits Division
Texas Commission on Environmental Quality

**Brazos Valley Council of Governments
In Cooperation With
The TECQ**

**FY 2014/2015
Regional Solid Waste Grants Program**

**Implementation Project
Grant Application Instructions and Forms**

Submit completed application by: **2:00 p.m. June 27, 2014**

Mail 2 copies of application to: **Candilyn McLean, Program Manager**

Via Regular Mail:

**Brazos Valley Council of Governments
P.O. Drawer 4128, Bryan, Texas 77805-4128**

Via Special Delivery:

**Brazos Valley Council of Governments
3991 East 29th Street, Bryan, Texas 77802**

**BRAZOS VALLEY COUNCIL OF GOVERNMENTS
FY 2014/2015 Regional Solid Waste Grants Program**

Form 1. Application Information and Signature Page

City of College Station _____ Applicant:	\$13,700 _____ Funding Amount Proposed:
P.O. Box 9960 _____	979-764-6229 _____ Phone
College Station, TX _____ Address	979-764-3822 _____ Fax
Heather Woolwine _____ Contact Person	_____ Date Submitted:

Project Category

- Local Enforcement
- Litter and Illegal Dumping Cleanup and Community Collection Events
- Source Reduction and Recycling
- Local Solid Waste Management Plans
- Citizens' Collection Stations and "Small" Registered Transfer Stations
- Household Hazardous Waste (HHW) Management
- Technical Studies
- Educational and Training Projects
- Other (The COG should add other project categories if authorized)

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.

_____ Signature	_____ Recycling Coordinator Title
Heather Woolwine _____ Typed/Printed Name	_____ Date

For Use By BRAZOS VALLEY COUNCIL OF GOVERNMENTS

Date application was received: _____
Does the application meet all of the required screening criteria: _____ Yes _____ No
Is the application administratively complete: _____ Yes _____ No

Form 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the BVCOG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

1. **Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature

Heather Woolwine
Typed/Printed Name

Recycling Coordinator
Title

Date

2. **Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Signature

Carol Thompson
Typed/Printed Name

Budget Manager
Title

Date

Form 5: Explanation Regarding Private Industry Notification

Applicable to Applicants under the following grant categories:

- A. Source Reduction and Recycling
- B. Citizens' Collection Stations and "Small" Registered Transfer Stations
- C. A demonstration project under the Educational and Training Projects category
- D. Other *(If the BVCOG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.)*

Form 5a. List of Private Service Providers Notified

Private Service Providers Contacted	Name and Position	Telephone Number	Date Notified
N/A – Education & Training Project			

Form 5b. Summaries of Discussions with Private Industry

(Refer to instructions concerning information to include on this form. Attach any written comments or input provided)

N/A – Educational & Training Project

Form 6: Project Summary

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project, and how the project will assist in implementing the plan. Refer to the application instructions when completing these forms. If necessary, attach additional pages for each form.

Form 6a. Project Description

(add additional pages as necessary)

In an effort to increase residential recycling diversion, participation rates, and waste awareness, the City of College Station's Sanitation & Recycling Division seeks \$13,200.00 in funding for the purchase of educational and training items.

These items include Brazos Valley Earth Day advertising and materials, the renewal of My-Waste Smart Phone Application, and My-Waste Website Plugin. The purchase of these items will allow the City of College Station to effectively and efficiently communicate recycling program information in residential, multi-family, and commercial waste sectors. These communication efforts will bring awareness and convenience to the City's recycling program, thus increasing participation and waste diversion rates. All of the educational items will be offered at no cost to residents. Participants may attend Brazos Valley Earth Day, download My-Waste, and use the Website Plugin at no charge.

All of the above listed projects align with the Brazos Valley Council of Governments (BVCOG) strategy to maximize recycling as a beneficial means of reducing municipal solid waste. College Station has set a goal of increasing the 2015 fiscal year (FY 15) tonnages by 7% through the Curbside Recycling Program. Support of Brazos Valley Earth Day and the My-Waste smart phone application has the potential to benefit more than 100,000 City of College Station residents and help College Station meet the FY 15 tonnage goal.

Brazos Valley Earth Day is a regional event hosted by the Cities of Bryan and College Station, Texas A&M University, Brazos Valley Council of Governments, Brazos Solid Waste Management Agency, Inc., and Keep Brazos Beautiful. This day celebrates the Earth and educates residents about the importance of taking care of the environment through waste reduction and recycling efforts along with other important environmental issues such as water and energy conservation. Local businesses and groups are able to display information and materials at no cost, offering residents a wide variety of information.

(Continued on next page)

Form 6: Project Summary

Form 6a. Project Description

The My-Waste smart phone application from Municipal Media Corp. Recycle Calendars is fully customizable to any municipal solid waste program. It provides complete local program information such as recycling guides and directories, bulk garbage, composting, and collection schedules tailored to each household. Residents download the application for free and can customize the application to include personalized schedules including holiday changes, household hazardous waste events, and reminders.

The My-Waste Website Plugin will allow the City of College Station Sanitation department to send out notifications easily, using the Content Management System. Residents will receive notifications in the form of an Email or Push Notification (phone). Notifications are sent immediately and can be targeted for specific zones affected that day by severe weather, construction, etc.

As the largest waste producer in the region, City of College Station understands the importance of recycling and diverting valuable materials away from the landfill, conserving landfill space and keeping disposal and collection costs to a minimum.

The requested purchases outlined above will be an extension of the City's comprehensive efforts to meet a 7% increase goal. In-kind services supplied by the City will include, promoting both items on College Station's Channel 19, on the City's recycling website www.cstx.gov/recycle, through social media sites, City blogs, and via the City's monthly utility bill insert.

The City of College Station Sanitation & Recycling Division will provide \$1,000 in matching funds and \$25,050 equivalent in-kind services as described above.

Form 6b. Project Cost Evaluation

(add additional pages as necessary)

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

Brazos Valley Earth Day

Cost estimate based on previous years' average expenses.

Brazos Valley Earth Day Total Grant Requested Funds - \$8,000

In Kind - \$12,525

Matching Funds - \$1,000

My-Waste Smart Phone Application & Website Plugin

Cost estimate from company provided quote. This is the only application of its kind currently available.

Smart Phone App Annual Fee - \$2,200

Website Plugin Fee - \$3,500

My-Waste Smart Phone Application & Website Plugin Total Grant Requested Funds - \$5,700

In Kind - \$12,525

Project Application
Form 6b

Form 6b. Project Cost Evaluation

SUMMARY

OVERALL REQUESTED FUNDING - \$13,700.00

OVERALL IN KIND SERVICES - \$25,050.00

OVERALL CASH MATCH - \$1,000.00

Through the purchases listed above, thousands of local residents will have better access to waste reduction and recycling education materials.

Project Application
Form 6b

Form 6c. Level of Commitment of the Applicant
(add additional pages as necessary)

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

Since 1991 the City of College Station has been committed to providing our local community with an environmentally conscious alternative to disposal practices. Since the year 2009, the City of College Station's Curbside Recycling Program and Commercial Recycling Program has diverted more than 70,000 tons of recyclable materials from entering the regional landfill.

Each year educational and policy measures are taken to communicate effectively the importance of recycling and waste reduction. The City is committed to improving the quality of life in the Brazos Valley through environmental stewardship and implementing waste reduction, recycling, and public education programs. The Council has adopted measures on being a Sustainable City by practicing wise stewardship of the natural resources and features needed to meet current demands without compromising the ability of future generations to do the same.

The City of College Station continues to search for new methods of source reduction and environmental awareness to extend the life of our natural resources and solid waste landfills. The City plans to sustain both programs beyond the term of this grant as long as they remain economically feasible.

List any previously demonstrated commitment to preferred solid waste management practice, such as: implementing other solid waste management projects; involvement in a local or subregional solid waste management plan or study; membership in Keep Texas Beautiful; or, participation with the TCEQ's Lake and Waterway Cleanup Program, or other TCEQ predecessor program, e.g., TCEQ's Clean Texas Program.

City of College Station has maintained a Bronze Status through TCEQ's Clean Texas Program, 2007-2011 and participates in Solid Waste Management of North America (SWANA) and its local Texas Chapter.

If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations, and present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

The City of College Station received grant funding in the amount of \$9,200.00 in fiscal year 2013 for Brazos Valley Earth Day Advertising and My-Waste set up fees. The additional advertising for 2013 Brazos Valley Earth Day helped increase attendance by more than 2,000 attendees.

(Continued on next page)

The proposed My-Waste smart phone application and website plugin are tools that, if funded, will expand resident access to information through a customized mobile electronic format as well as allow targeted communication when necessary.

In the FY2013 grant term, College Station achieved satisfactory and exceeded expectations on the Brazos Valley Council of Governments Performance Evaluation Report.

Form 6d. Scope of Work

(See application instructions. Add additional pages as necessary)

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by the BVCOG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the project description on Form 6a).
- Specific task statements with responsible entity identified.
- List of deliverables/products/activities under each task.
- Schedule of deliverables.

Scope of Work for Brazos Valley Earth Day & My Waste Smart Phone Application

Purpose and Goal - To support the Brazos Valley Council of Governments (BVCOG) strategy to maximize recycling as a beneficial means of reducing municipal solid waste.

Task 1- Solicit bid requests and contact vendors for advertising and media services.

- i. Responsible Entity - City of College Station
- ii. Schedule - by September-December 2014

Task 2- Provide necessary information to Municipal Media Corp. Recycle Calendars to customize My-Waste smart phone application/Website Plugin.

- i. Responsible Entity - City of College Station
- ii. Schedule - by September-December 2014

Task 3- Publicize Brazos Valley Earth Day, My-Waste smart phone application, and Website Plugin through College Station's Public Communications Department by airing public service announcements on TV-19, submitting press releases to local news affiliates and providing staff for weekly guest appearance radio spots on local stations.

- i. Responsible Entity - City of College Station
- ii. Schedule - throughout March 2014

Task 4- Ensure all advertisements and publications clearly state "Funded by the Texas Commission on Environmental Quality and the Brazos Valley Council of Governments."

- i. Responsible Entity - City of College Station
- ii. Schedule throughout duration of the project

(Continued on next page)

Form 7. Grant Budget Summary

Please provide the following breakdown of the total amount of grant funding being requested:

Budget Category		Funding Amount
1.	Personnel/Salaries	\$ 0
2.	Fringe Benefits	\$ 0
3.	Travel	\$ 0
4.	Supplies	\$ 0
5.	Equipment	\$ 0
6.	Construction	\$ 0
7.	Contractual	\$ 0
8.	Other	\$ 13,700
9.	Total Direct Charges (sum of 1-8)	\$ 13,700
10.	Indirect Charges*	\$
11.	Total (sum of 9 - 10)	\$ 13,700
12.	Fringe Benefit Rate:	%
13.	Indirect Cost Rate:	%
<p>Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:</p> <p>*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.</p>		
<p>Please complete any of the following detailed budget forms that are applicable.</p>		

Form 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: \$1,000

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

The City of College Station will provide \$1,000.00 in funding towards Brazos Valley Earth Day. The materials will be distributed at or prior to Brazos Valley Earth Day detailing the event, recycling and waste reduction information, and printed with "Funded by the Texas Commission on Environmental Quality and the Brazos Valley Council of Governments."

In-Kind Services: \$25,050 (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

Utility Bill Inserts - 2 Months @ \$11,950 (\$23,900)
Social Media Advertising, Blogs, Local Radio & TV Guest Appearance, Website Hosting, & E-Newsletters - \$1,150

Each project will receive approximately 1 month each of the above in-kind services

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

\$ 36,250

Form 7b: Detailed Personnel/Salaries Expenses

For each employee to be funded wholly or in part by this grant, complete one of the lines in the table below. Please refer to the definitions provided in the instructions in completing this sheet. If funds are awarded, changes to grant-funded positions must be approved in advance by the BVCOG.

Position Title	Function	FTE	Status	Monthly Salary
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total <i>(Must equal Line 1 of the Overall Budget Summary)</i>		\$ 0		

Form 7c: Detailed Travel Expenses

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

Routine In-Region Travel	Purpose of Travel	Estimated Cost
		\$
		\$
		\$
		\$
		\$

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by the BVCOG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, the BVCOG will need to approve those travel costs before the travel occurs.

Non-Routine Travel Expenses

Date(s)	Purpose & Destination	Person(s)	Estimated Cost
			\$
			\$
			\$
Total Travel Expenses <i>(Must equal Line 3 of the Overall Budget Summary)</i>		\$	

Form 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General office/desk supplies	\$
Other supplies (<i>explain below</i>):	\$
TOTAL (<i>Must equal Line 4 of the Overall Budget Summary</i>)	\$

Form 7e: Detailed Equipment Expenses

All equipment purchases must be pre-approved by the BVCOG. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by the BVCOG before the costs are incurred.

Equipment (\$5,000 or more per unit) <i>(Show description, type, model, etc.)</i>	Unit Cost	No.of Units	Total Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<i>Total</i> <i>(Must equal Line 5 of the Overall Budget Summary)</i>		\$	

Form 7f: Detailed Construction Expenses

All construction projects must be pre-approved by the BVCOG. If the specific details of the construction costs are not known at this time, list the general details on this form. The specific details of the construction will then need to be provided to and approved by the BVCOG before the costs are incurred. For any subcontracted activities, the request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions).

Types of Construction	Subcontracted Yes/No	Estimated Cost
		\$
		\$
		\$
		\$
		\$
Total <i>(Must equal Line 6 of the Overall Budget Summary)</i>		\$ 0

Project Application
Form 7f

Form 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the BVCOG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the BVCOG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by the BVCOG before work begins.

Purpose	Contractor(s)	Contract Amount
		\$
		\$
		\$
		\$
Total <i>(Must equal Line 7 of the Overall Budget Summary)</i>		\$ 0

Project Application
Form 7g

Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.*

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	\$
Postage, telephone, FAX, utilities	\$
Printing/reproduction	\$
Advertising/public notices	\$ 8,000.00
Registration fees for training (if approved)	\$
Repair and maintenance	\$
Basic office furnishings	\$
Space and equipment rentals	\$
Signage	\$

Project Application
Form 7h

Additional Other Expenses

The specific details of additional Other category expenses, not included on the list of basic Other expenses, must be pre-approved by the BVCOG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by the BVCOG before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category (itemize each expense below including description, type, model, etc.):	\$		\$
Computer software (itemize each expense below including description, type, model, etc.): My-Waste Smart Phone Application My-Waste Website Plugin	\$ 2,200 \$ 3,500		\$ 5,700
Additional Other expenses (itemize each expense below including description, type, model, etc.): My-Waste smart phone application one time set up fee.	\$		\$
Total Other Expenses (Must equal Line 8 of the Overall Budget Summary)		\$ 13,700	



BRAZOS VALLEY COUNCIL OF GOVERNMENTS

P.O. DRAWER 4128 · BRYAN, TEXAS 77805-4128

CERTIFICATION OF COMPLIANCE WITH STATE LAWS AND REGULATIONS

I, Mayor Nancy Berry, certify that I am aware that local and Regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission – TBPC) Regulations, are not eligible to receive subgrant funds from the Brazos Valley Council of Governments.

I further certify that the City of College Station is not barred from participating in the state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission – TBPC) Regulations.

CERTIFICATION TO ALLOW PUBLIC REVIEW OF PENDING APPLICATION REGIONAL SOLID WASTE MANAGEMENT GRANTS PROGRAM

I, Mayor Nancy Berry of City of College Station hereby certify that the Regional Solid Waste Management Grants Program application submitted by City of College Station is available for public review at the local office located at College Station City Hall the regional council of government's office. This release of information is effective for any party that may be interested in reviewing this Regional Solid Waste Management Grants Program application. I hereby waive any authorization under the Texas Open Records Act to keep this information confidential until the competition has been completed.

Mayor Nancy Berry

Printed Name

Signature

Date

RESOLUTION NO. _____

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

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

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

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

- Part 1:** That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby, found, declared, and adjudicated to be true and correct.

- Part 2:** That the City Manager or their designee is authorized to request grant funding under the BRAZOS VALLEY COUNCIL OF GOVERNMENTS Request for Applications of the Regional Solid Waste Program in the amount of \$13,700.00 to be used to educate College Station Residents about the importance of Waste Reduction and Recycling through Brazos Valley Earth Day, smart phone application My-Waste, and the My-Waste website plugin, and to act on behalf of THE CITY OF COLLEGE STATION in all matters related to the grant application and any subsequent grant contract and grant project that may result.

- Part 3:** That if the grant funds are received, THE CITY OF COLLEGE STATION will comply with the grant requirements of the BRAZOS VALLEY COUNCIL OF GOVERNMENTS, Texas Commission on Environmental Quality and any applicable laws.

- Part 4:** The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant. Those activities will comply with

and support, as applicable, the regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Part 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of May, 2014.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY



Legislation Details (With Text)

File #:	14-436	Version:	1	Name:	BVSWMA - Rock Prairie Road Landfill Remainder Conveyance
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/4/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a special warranty deed to convey 16.7 acres adjoining the Rock Prairie Road Landfill to the Brazos Valley Solid Waste Management Agency, Inc.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Special Warranty Deed REVISED - 16 7 acres remainder tract - 03-06-2014.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a special warranty deed to convey 16.7 acres adjoining the Rock Prairie Road Landfill to the Brazos Valley Solid Waste Management Agency, Inc.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of a special warranty deed to convey 16.7 acres adjoining the Rock Prairie Road Landfill to the Brazos Valley Solid Waste Management Agency, Inc.

Summary: In 2010, while forming Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.) as a local government corporation, the Cities of College Station, Bryan, and BVSWMA, Inc. executed an asset transfer agreement that conveyed the Rock Prairie Road Landfill, Twin Oaks Landfill, Bryan Compost Facility, and all related structures and equipment to the corporation.

The survey used for the Rock Prairie Road Landfill as an exhibit in the asset transfer agreement was incorrect, as it documented the permit boundary instead of the property boundary of the facility. The error resulted in a remainder tract of 16.7 acres of wetlands along Lick Creek not being legally conveyed to BVSWMA, Inc. The error was recently discovered by staff while preparing documents for an easement dedication agreement between BVSWMA, Inc. and the City. Approval of the special warranty deed will remedy the error. The City of Bryan will also consider approval of the special warranty deed on May 13, 2014.

Budget & Financial Summary: Approval of the special warranty deed will result in no budget or financial impacts.

Attachments:

1. Special Warranty Deed

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

SPECIAL WARRANTY DEED

DATE: _____, 2014, but effective _____.

GRANTORS:

CITY OF BRYAN, TEXAS, a Texas Home Rule Municipality, individually and as its interests may appear as one-half interest owner in the Brazos Valley Solid Waste Management Agency as created pursuant to that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain *BVSWMA First Amended Joint Solid Waste Management Agreement* dated May 3, 2000, and as further amended by that certain *BVSWMA First Supplement to Joint Solid Waste Management Agreement* dated May 29, 2003

CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipality, individually and as its interests may appear as one-half interest owner in the Brazos Valley Solid Waste Management Agency as created pursuant to that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain *BVSWMA First Amended Joint Solid Waste Management Agreement* dated May 3, 2000, and as further amended by that certain *BVSWMA First Supplement to Joint Solid Waste Management Agreement* dated May 29, 2003

GRANTORS' MAILING ADDRESSES: (including County)

CITY OF BRYAN, TEXAS
P. O. Box 1000
Brazos County, Texas
Bryan, Texas 77805

CITY OF COLLEGE STATION, TEXAS
P. O. Box 9960
Brazos County, Texas
College Station, Texas 77842\\

GRANTEE: BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC., a Texas non-profit local government corporation and a local government corporation created by GRANTORS pursuant to Chapter 431, Texas Transportation Code and Chapter 394, Texas Local Government Code

GRANTEE'S MAILING ADDRESS:
(including County)

P. O. Box 10027
Brazos County
College Station, Texas 77842

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, including, but not limited to, the settlement and compromise of the dispute between the Grantors in the case styled City of Bryan, Texas v. City of College Station, Texas, filed as Cause No. 08-001626.CV-272 in the 272nd Judicial District Court of Brazos County, Texas, pursuant to that certain *Final Settlement Agreement and Release* signed by Grantors on September 13, 2010, and further pursuant to and in accordance with (1) that certain *Interlocal Cooperation Agreement* dated January 14, 2010, between Grantors, and (2) that certain *Asset Transfer and Debt Reimbursement Agreement* dated September 13, 2010 by and among Grantors and Grantee.

PROPERTY:

All that certain tract or parcel of land containing 16.7 acres of land, more or less, lying and being situated in the THOMAS CARUTHERS LEAGUE, Abstract No. 9 in College Station, Brazos County, Texas, being the remainder of that 75.17 acre tract described in deed to Brazos Valley Solid Waste Management Agency recorded in Volume 1235, Page 59 of the Official Records of Brazos County, Texas, lying southwest of that 179.99 acre Tract I conveyed to Brazos Valley Solid Waste Management Agency, Inc., by deed recorded in Volume 9857, Page 186, of the Official Records of Brazos County, Texas; said 16.7 acre tract of land being more particularly described by metes and bounds and shown on plat marked **Exhibit A** attached hereto and made a part hereof for all intents and purposes.

RESERVATIONS FROM CONVEYANCE:

THERE IS HEREIN RESERVED for Grantors and Grantors' successors and assigns, as their interests may appear, all oil, gas and other minerals owned by Grantors located in and under and that may be produced from the Property to the extent not reserved by prior grantors; provided, *however*, Grantors for themselves and their successors and assigns hereby waive all surface rights and other rights of ingress and egress in and to the Property, and agree that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the Property, that no portion of the surface of the Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantors with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantors, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANT, SELL, and CONVEY to Grantee, all of Grantors' right, title, and interest in the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantors bind Grantors and Grantors' successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantors but not otherwise.

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

SIGNED this _____ day of _____, 2014, but effective _____.

**CITY OF COLLEGE STATION, TEXAS, A
TEXAS HOME RULE MUNICIPALITY,
INDIVIDUALLY AND AS CO-OWNER OF
BRAZOS VALLEY SOLID WASTE
MANAGEMENT AGENCY**

ATTEST:

SHERRY MASHBURN, City Secretary

By: _____
NANCY BERRY, Mayor

SIGNED this _____ day of _____, 2014, but effective _____.

**CITY OF BRYAN, TEXAS, A TEXAS HOME
RULE MUNICIPALITY, INDIVIDUALLY
AND AS CO-OWNER OF BRAZOS
VALLEY SOLID WASTE MANAGEMENT
AGENCY**

ATTEST:

MARY LYNN STRATTA, City Secretary

By: _____
JASON P. BIENSKI, Mayor

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2014, by NANCY BERRY, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2014, by JASON P. BIENSKI, as Mayor of the CITY OF BRYAN, TEXAS, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

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

AFTER RECORDING, RETURN TO:
City of College Station, Texas
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT A

Joe Orr, Inc.

A BASELINE CORPORATION CO.
Post Office Box 11979
College Station, TX 77842-1979
(979) 693-2777
TBPLS Firm no. 100544-00

Boundary Survey – 16.7 acres
Remainder of BVSWMA 75.17 ac. Tract
Thomas Caruthers league A-9
College Station, Texas
21 January 2014

All of that certain tract or parcel of land lying and being situated in the Thomas Caruthers league, abstract no. 9, in College Station, Brazos County, Texas, being the remainder of that 75.17 acre tract described in deed to Brazos Valley Solid Waste Management Agency recorded in volume 1235, pg. 59 of the Official Records of Brazos County, Texas, lying southwest of that 179.99 acre Tract I conveyed to Brazos Valley Solid Waste Management Agency, Inc. by deed recorded in volume 9857, page 186 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod found at the most westerly corner of said 179.99 acre tract and formerly marking an angle point in the northwest line of said 75.17 acre tract, from where the City of College Station GPS control monument no. 9 bears N 38° 59' 11" E – 2044.4 feet.

Thence S 41° 45' 21" W – 1199.07 feet, along said northwest line of the 75.17 acre tract, also being along the southeast line of that 0.36 acre tract described in Quit Claim deed to the City of College Station recorded in volume 4443, pg. 17 of the Official Public Records of Brazos County, Texas, and after passing a 1/2" iron rod set in 2002 at 1061.20 feet, being the southeast line of that 100.64 acre tract described in deed to the City of College Station recorded in volume 6927, page 226 of the Official Public Records of Brazos County, Texas, to a 1/2" iron rod found marking the most westerly corner of the 75.17 acre tract and this remainder tract;

Thence S 48° 15' 31" E – 25 feet, along the common line of said 75.17 acre tract and that 45.1 acre tract described in deed to the City of College Station recorded in volume 3900, page 188 of the Official Public Records of Brazos County, Texas, to a point for corner in the center of Lick Creek;

Thence down the center of Lick Creek, being the common boundary of said 75.17 acre and 45.1 acre tracts, generally as follows:

N 60° E – 22 feet, S 66° E – 75 feet, S 85° E – 90 feet, S 63° E – 140 feet, S 1° W – 100 feet, S 35° E – 35 feet, N 80° E – 70 feet, N 47° E – 107 feet and N 27° 57' E – 112.98 feet to a point for corner;

Thence N 89° 07' 15" E – 117.31 feet, continuing along the common boundary of said 75.17 acre and 45.1 acre tract, cutting across land in an oxbow of Lick Creek and passing 1/2" iron rods found at 25.00 feet and 92.31 feet, to a point in the center of Lick Creek;

EXHIBIT A

Thence down the center of Lick Creek, continuing along the common boundary of said 75.17 acre and 45.1 acre tracts, generally as follows:

S 60° E – 50 feet, N 77° E – 60 feet, N 39° E – 200 feet, N 19° E – 45 feet, N 75° E – 25 feet, S 40° E – 40 feet, S 13° E – 70 feet, S 64° E – 115 feet, N 70° E – 115 feet, N 43° E – 70 feet, N 1° W – 60 feet, N 40° W – 65 feet, N 60° W – 90 feet, N 40° W – 160 feet, N 31° E – 30 feet, N 70° E – 40 feet, S 84° E – 100 feet, N 85° E – 85 feet, N 70° E – 180 feet, S 71° E – 130 feet and S 88° E – 27.1 feet to the most easterly corner of this remainder tract;

Thence N 57° 45' 49" W – 895.67 feet, through said 75.17 acre tract, along a southwest line of said 179.99 acre tract, to the Point of Beginning and containing 16.7 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (CORS) datum, based on City of College Station GPS monuments no. 9 and no. 138 (S 9° 19' 11" W).

See survey plat dated January 2014.



EXHIBIT A

JOE ORR Inc.
 A BASELINE CORPORATION CO.
 Professional Surveyors
 P.O. BOX 11979 COLLEGE STATION, TEXAS 77942-1979
 (979) 693-2777 www.baselinesurveyors.net TBPLS Firm no. 10054400

Brazos Valley Solid Waste Management Agency, Inc.
 179.99 ac.— Tract I
 Vol. 9857, Pg. 186

Survey Note:
 City of CS GPS mon. no. 9 bears
 N 38°59'11"E - 2044.4' from the
 Point of Beginning (P.O.B.)

southeast boundary line
 of BVSWMA 75.17 ac. tract

City of College Station
 66.32 acres
 vol. 4480, pg. 135

P.O.B.

1/2" IR found
 at 20" Elm

N 57°45'49"W - 895.67'

1% Flood Hazard Boundary
 Zone AE, as depicted on FIRM
 no. 48041C0310E (May 2012)

16.7 acres

Brazos Valley Solid Waste Management Agency
 (rem. of) 75.17 ac.
 Vol. 1235, Pg. 59

exception to creek boundary

N 89°07'15"E - 117.31'
 creek \mathcal{C} to creek \mathcal{C}
 N 89°07'15"E - 67.31'
 IR to IR

* Creek Boundary Note:

The property line is along the actual centerline of the creek, except where shown. These meander lines are only approximately along creek \mathcal{C} .

City of College Station
 0.36 ac. (Quitclaim)
 vol. 4443, pg. 17

S 41°45'21"W - 1199.07'

old barbed-wire fence

1061.20'

1/2" IR set (2002)

1/2" IR found in old fence line

S 48°15'31"E - 25' to creek \mathcal{C}

traces of old fence along property line

Lick Creek

25' 1/2" IR found

S 84°50'42"E - 566.39' IR to IR

25' 1/2" IR found

City of College Station
 45.1 acres
 vol. 3900, pg. 188

City of College Station
 (remainder of) 39.52 acres
 vol. 3900, pg. 188

MEANDER LINE TABLE	
L1	N 60° E - 22'
L2	S 66° E - 75'
L3	S 85° E - 90'
L4	S 63° E - 140'
L5	S 1° W - 100'
L6	S 35° E - 35'
L7	N 80° E - 70'
L8	N 47° E - 107'
L9	N 27°57'E - 112.98'
L10	S 60° E - 50'
L11	N 77° E - 60'
L12	N 39° E - 200'
L13	N 19° E - 45'
L14	N 75° E - 25'
L15	S 40° E - 40'
L16	S 13° E - 70'
L17	S 64° E - 115'
L18	N 70° E - 115'
L19	N 43° E - 70'
L20	N 1° W - 60'
L21	N 40° W - 65'
L22	N 60° W - 90'
L23	N 40° W - 160'
L24	N 31° E - 30'
L25	N 70° E - 40'
L26	S 84° E - 100'
L27	N 85° E - 85'
L28	N 70° E - 180'
L29	S 71° E - 130'
L30	S 88° E - 27.1'

Floodplain and Easement Notes:

As depicted on the current FIRM, almost all of this 16.7 ac. tract lies within the 1% Flood Hazard Area.

This tract is 'land-locked' with access only through adjoining tracts.

No defined easements nor utility lines are known within this 16.7 ac. tract.

The following easements affected the parent tract (75.17 ac.), but do not cover any utilities located within this 16.7 acre remainder of the tract:

- Blanket pipeline easements in vol. 49, pgs. 20 & 34 (Humble)
- 100' powerline easements in vol. 130, pgs. 184 & 217 (GSU)
- 20' utility easement in vol. 776, pg. 348 (CoCS)
- 50' electrical & water easement in vol. 953, pg. 664 (CoCS)



January 2014

0 50 100 200 300 400 Ft.

Bearings are TX State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 1 and no. 138 (S 9°19'11"W).

Existing utilities and easements on the adjoining tracts are not shown.

See separate metes and bounds description prepared with this plat.

Boundary Survey - 16.7 acres
 Remainder of BVSWMA 75.17 acre Tract
 Thomas Caruthers league A-9
 College Station, Texas



Legislation Details (With Text)

File #:	14-439	Version:	1	Name:	Hike and Bike Trail Phase II Project
Type:	Change Order	Status:		Status:	Consent Agenda
File created:	5/4/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding ratification of Change Order #1 to the construction contract with G.W. Williams, Inc. in the amount of \$98,004.57 for the Hike and Bike Phase II project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Change Order No 1.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of Change Order #1 to the construction contract with G.W. Williams, Inc. in the amount of \$98,004.57 for the Hike and Bike Phase II project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends ratification of the change order with G.W. Williams, Inc. in the amount of \$98,004.57.

Summary: The Hike and Bike Trail Completion Phase II will construct a 10-foot wide multi-use path from Welsh Ave. south along FM 2818 to the Campus Village entrance on the northside of FM 2818. It will also construct a 10-foot wide multi-use trail through Southwest Park from the northside of The Woodlands Apartments to Southwest Parkway and along Southwest Parkway north and south with a 6-foot wide sidewalk.

Change Order # 1 will include the removal of unsuitable soil and the placement of select fill. The unsuitable soil was not discovered until after construction began when the contractor had heavy equipment sinking into the soil where the trail was proposed. The unsuitable soil was not discovered during the geotechnical analysis performed during the design phase. Change order #1 will also include the installation of signage and relocates the FM 2818 trail and ties it to the proposed retaining wall.

Budget & Financial Summary: A total of four (4) bids were received for the project. The low bidder was G.W. Williams with a total bid of \$480,365.95. Funds in the amount of \$843,524 are currently budgeted for the project in the Park Land Dedication Zone 6 Fund and the Streets Capital Projects Fund. A total of \$638,873 has been expended or committed to date, leaving a

balance of \$204,651 for this change order and remaining expenditures. The addition of this change order increases the construction contract amount to \$578,370.52.

Attachments:

CHANGE ORDER NO. DATE: 4/17/2014 Contract No. 13-092
P.O.# 140167 PROJECT: ST1103

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

CONTRACTOR:
G.W. Williams
4090 Raymond Stotzer Pkwy Ph:
College Station, Tx 77845 Fax:

PURPOSE OF THIS CHANGE ORDER:
A. Item 1 Adds Excavation and haul off of unsuitable soil
B. Item 2 Adds the import and compaction of select fill.
C. Item 3 Adds the installation of signage along the Southwest Park trail
D. Item 4 relocates the FM 2818 trail and ties it to the retaining wall
E. Item 11 removes the cut/fill line item from the original Southwest Park bid

This change order includes all requests for additional days to date. There are no outstanding claims.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	CY	Excavate and Haul off	\$ 20.00	0	2412	\$ 48,240.00
2	CY	Import select fill and compact	\$ 22.00	0	2532	\$ 55,704.00
3	LS	Install sign in Southwest Park	\$ 502.43	0	1	\$ 502.43
4	LS	Relocate FM2818 Trail	\$ 1,168.14	0	1	\$ 1,168.14
11	CY	Cut/Fill onsite per plans and specifications, complete and in place	\$ 7.61	1000	0	(\$ 7,610.00)
TOTAL						\$ 98,004.57

THE NET AFFECT OF THIS CHANGE ORDER IS A 20% INCREASE

LINE 1 (139-9111-971-30.20) \$ 98,004.57
TOTAL CHANGE ORDER

ORIGINAL CONTRACT AMOUNT \$ 480,365.95
CHANGE ORDER NO. 1 \$ 98,004.57 20% CHANGE
REVISED CONTRACT AMOUNT \$ 578,370.52 20% TOTAL CHANGE

ORIGINAL CONTRACT TIME 150 Days
Revised Contract Time 0 Days

SUBSTANTIAL COMPLETION DATE 1-May-14
REVISED SUBSTANTIAL COMPLETION DATE 1-May-14

APPROVED

Daniel Carbonnet 5/5/14
A/E-CONTRACTOR Date

Gary W. Williams 5/5/14 - PRESIDENT
CONSTRUCTION CONTRACTOR Date

Cozette 5/5/14
PROJECT MANAGER Date

David Humm 5/5/14
CITY ENGINEER Date

DEPARTMENT DIRECTOR Date

CHIEF FINANCIAL OFFICER Date

CITY ATTORNEY Date

CITY MANAGER Date

MAYOR Date

CITY SECRETARY Date

*This Change Order is acceptance by ratification for work already completed.



Legislation Details (With Text)

File #:	14-440	Version:	1	Name:	TXDOT Reimbursement
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/4/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding a resolution approving the reimbursement of costs to the Texas Department of Transportation (TXDOT) in the amount of \$2,645.12 for the SH 40 project and \$216,025.20 for the FM 2154 (Wellborn Widening) project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	SH40.pdf FM2154.pdf TXDOT Reimbursement Reso 5-5-14.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a resolution approving the reimbursement of costs to the Texas Department of Transportation (TXDOT) in the amount of \$2,645.12 for the SH 40 project and \$216,025.20 for the FM 2154 (Wellborn Widening) project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: TXDOT has notified the City that the projects listed above have been reviewed and noted that the present expenditures exceed the City's current contribution. The attached request letters include the contribution agreement and balances.

Budget & Financial Summary: A total of \$449,562.25 has been reimbursed to TxDOT to date related to the State Highway 40 project. Funds in the amount of \$2,645.12 for this current reimbursement are included in the FY14 Streets Capital Improvement Projects Fund. In addition, a total of \$972,476.02 has been reimbursed to TxDOT to date related to the Wellborn Road Widening project. Funds in the amount of \$216,025.20 for this current reimbursement request are included in the FY14 Streets Capital Improvement Projects Fund.

Attachments:

1. Resolution
2. Request letters from TXDOT



Texas Department of Transportation[®]

2591 NORTH EARL RUDDER FREEWAY • BRYAN TX 77803-5190 (979) 778-2165

January 17, 2014

CERTIFIED MAIL NO. 7010 1870 0003 1156 1829
RETURN RECEIPT REQUESTED

SH 40
Brazos County
CSJ 0540-08-002
Limits: From FM 2154 near Old Graham Road
to SH 6 at Greens Prairie Road

Mr. Donald Harmon, P.E.
City of College Station
P. O. Box 9960
College Station, Texas 77842

Dear Mr. Harmon:

The above captioned project has been reviewed and noted that the present expenditures exceed the City of College Station's current contribution. In accordance with the terms of the agreement (copy attached) negotiated with the State, the City of College Station initially placed a total of \$325,000.00 as advance payment to cover its ten (10) percent share of the estimated cost associated with the purchase of right of way and adjustment of eligible utilities. Over time, the City has contributed an additional \$124,562.25 towards their share for a current total of \$449,562.25.

Auditing by this office revealed additional funds are due to the Texas Department of Transportation. Attached is a cost breakdown amounting to \$452,207.37, leaving a deficit of \$2,645.12. This project is now complete and will be closed upon receipt of the requested funds. Please remit a check made payable to The Texas Department of Transportation in the amount of **\$2,645.12** within thirty (30) days from receipt of this letter.

If you should have any questions concerning this matter, please contact Mr. Darrell Kolwes at (979) 778-9608 or at Darrell.Kolwes@txdot.gov.

Sincerely,

Catherine W. Hejl, P.E.
Bryan District Engineer

Attachments

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

Agreement to Contribute Funds (City Form)

THE STATE OF TEXAS

COUNTY OF Travis

Contract No. _____
County Brazos
Federal Project No. _____
CSJ No. 0540-08-002
ROW Account No. 8017-1-48

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and the City of College Station, Texas, acting by and through its duly authorized official under a Resolution dated the 8th day of February 20 01, hereinafter called the **City**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** is requesting the **City** to enter into a contractual agreement to pay for 10% of the right of way costs for a **State** highway project on Highway No. SH 40 with the following project limits:
From: FM 2154
To: SH 6; and

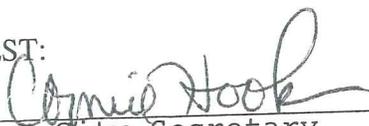
WHEREAS, the **City** has now requested that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the **City** desires to voluntarily contribute to the **State** funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the State Highway System;

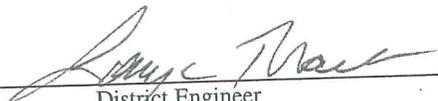
NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **City** shall contribute to the **State** an amount equal to ten (10) percent of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **City**, a warrant or check payable to the Texas Department of Transportation in the amount of Three Hundred Twenty-Five Thousand and 00/100---- Dollars (\$ 325,000.00), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the **City's** obligation, then the **City**, upon request of the **State**, will forthwith supplement this amount in such amount as is requested by the **State**. Upon completion of the highway project and in the event the total amount as paid by the **City** is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the **City** by the **State**. Cost of the right of way acquired by the **State** shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

CITY OF COLLEGE STATION, TEXAS

By: 
Mayor

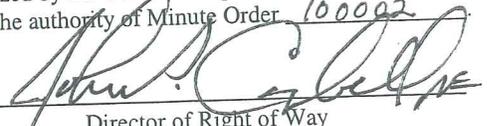
ATTEST:

City Secretary

EXECUTION RECOMMENDED:


District Engineer

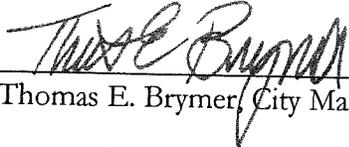
THE STATE OF TEXAS

Certified as being executed for the purposes and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100092.

By: 
Director of Right of Way

Date: 03/15/2001

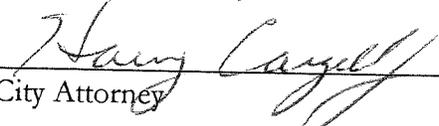
APPROVED:



Thomas E. Brymer, City Manager

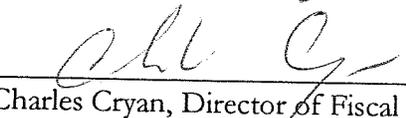
2-19-01

Date



City Attorney

Date



Charles Cryan, Director of Fiscal Services

2-19-01

Date



Texas Department of Transportation[®]

2591 NORTH EARL RUDDER FREEWAY • BRYAN TX 77803-5190 (979) 778-2165

January 17, 2014

CERTIFIED MAIL NO. 7010 1870 0003 1156 1799
RETURN RECEIPT REQUESTED

FM 2154
Brazos County
CSJ 0540-04-056
Limits: From 0.3 mile North of FM 2818
to 0.6 mile South of SH 40

Mr. Donald Harmon, P.E.
City of College Station
P. O. Box 9960
College Station, Texas 77842

Dear Mr. Harmon:

The above captioned project has been reviewed and noted that the present expenditures exceed the City of College Station's current contribution. In accordance with the terms of the agreement (copy attached) negotiated with the State, the City of College Station initially placed a total of \$190,000.00 as advance payment to cover its ten (10) percent share of the estimated cost associated with the purchase of right of way and adjustment of eligible utilities. Over time, the City has contributed an additional \$782,476.02 towards their share for a current total of \$972,476.02.

Auditing by this office revealed additional funds are due to the Texas Department of Transportation. Attached is a cost breakdown amounting to \$1,043,753.43, leaving a deficit of \$71,277.41. Due to the substantial amount expended over the original cost estimate, it has been determined that an additional \$144,747.79 will be needed to complete the acquisition and utility relocation process on this project. Please remit a check made payable to The Texas Department of Transportation in the amount of **\$216,025.20** within thirty (30) days from receipt of this letter or contact us concerning a possible payment plan.

If you should have any questions concerning this matter, please contact me at (979) 778-9611 or at Catherine.Hejl@txdot.gov. If you can't reach me, you may also contact Mr. Darrell Kolwes at (979) 778-9608 or at Darrell.Kolwes@txdot.gov.

Sincerely,

Catherine W. Hejl, P.E.
Bryan District Engineer

Attachments

OUR GOALS
MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY



AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Brazos Federal Project No: ROW CSJ No: 0540-04-056
ROW Account No: 8017-1-63 Highway: FM 2154

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and the City of College Station, Texas, acting by and through its duly authorized officials pursuant to a Resolution dated the 12th day of February, 2004, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. FM 2154 with the following project limits:

From: 0.3 mile North of FM 2818

To: 0.6 mile South of Proposed SH 40; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State**, on or before October 30, 2004, a warrant or check payable to the Texas Department of Transportation in the amount of One Hundred Ninety Thousand and 00/100-----Dollars (\$190,000.00), which represents ten percent (10%) of One Million Nine Hundred Thousand and 00/100----- Dollars (\$1,900,000.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**. The **Local Government** shall return this agreement, duly executed by the **Local Government**, upon approval by the city commissioner's court.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including but not limited to those concerning outdoor advertising, are more restrictive than **State** law, policy, or directive, and thereby result in any increased costs, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including

but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities. The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

THE LOCAL GOVERNMENT

City of College Station

By: *Ron Silvia*

Title: *Mayor Ron Silvia*

Date: *3-22-04*

EXECUTION RECOMMENDED:

[Signature] *3/23/2004*
for District Engineer, Bryan District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: *John P. Campbell*
John P. Campbell, P.E.
Right of Way Division Director

Date: *04/15/2004*

Parcel	Remaining	LPA (10%)			
	Estimate	City of College Station	Paid		
1			\$200,081.00	\$20,008.10	
2			\$220,564.00	\$22,056.40	
3			\$40,059.00	\$4,005.90	
4			\$22,652.00	\$2,265.20	
5			\$120,000.00	\$12,000.00	
6			Suspended		
7			\$18,081.00	\$1,808.10	
8			\$172,738.00	\$17,273.80	
9			\$25,203.00	\$2,520.30	
10			Suspended		
10A			\$36,208.00	\$3,620.80	
10B			\$27,736.00	\$2,773.60	
11			Suspended		
11A			\$44,624.00	\$4,462.40	
11B			\$27,635.00	\$2,763.50	
12			\$35,000.00	\$3,500.00	
13			\$4,281.00	\$428.10	
14			\$2,729.00	\$272.90	
15			\$32,500.00	\$3,250.00	
16			\$283,695.00	\$28,369.50	
17			\$807,672.00	\$80,767.20	
18			\$43,075.00	\$4,307.50	
19			\$72,427.00	\$7,242.70	
20			\$551,998.00	\$55,199.80	
21			Suspended		
21A			\$193,999.00	\$19,399.90	
21B			\$227,403.00	\$22,740.30	
22			\$67,000.00	\$6,700.00	
23			Suspended		
23A			\$16,313.00	\$1,631.30	
23B			\$30,590.00	\$3,059.00	
23C			\$49,805.00	\$4,980.50	
24,24TE			\$217,518.10	\$21,751.81	
25			\$99,158.00	\$9,915.80	
26,26TE			\$418,431.00	\$41,843.10	
27			\$224,820.00	\$22,482.00	
28			\$175,000.00	\$17,500.00	
29			\$46,500.00	\$4,650.00	
29X			\$68,098.97	\$6,809.90	
30			\$48,787.00	\$4,878.70	
31			\$50,901.00	\$5,090.10	
32			\$69,000.00	\$6,900.00	
33			\$7,000.00	\$700.00	
34			\$10,254.00	\$1,025.40	
35			\$3,200.00	\$320.00	
36			\$8,500.00	\$850.00	
37			\$5,500.92	\$550.09	
38			\$1,000.00	\$100.00	
39			Suspended		
39A			\$937.00	\$93.70	
39B			\$9,883.00	\$988.30	
40TE			\$6,160.00	\$616.00	
41TE			\$1,190.00	\$119.00	
Acquisition Totals		\$0.00	\$0.00	\$4,845,906.99	\$484,590.70

	Utility Company	Remaining Estimate	LPA (10%) City of College Station	Paid	LPA (10%) City of College Station
U10931	CITGO Products Pipeline			\$322,169.75	\$32,216.98
U10932	Wellborn SUD			\$317,275.70	\$31,727.57
U10933	City of College Station (Water)	\$645,876.93	\$64,587.69	\$3,086,878.06	\$308,687.81
U10935	Verizon			\$810,033.95	\$81,003.40
U10936	Qwest Communications			\$265,673.69	\$26,567.37
U11158	City of College Station (Electric)			\$126,844.10	\$12,684.41
U11159	BTU (Electric)	\$801,600.94	\$80,160.09	\$242,576.48	\$24,257.65
U12034	Verizon			\$300,621.12	\$30,062.11
U12945	Qwest Communications			\$12,745.96	\$1,274.60
U12946	Sprint (Misc. Claims - \$6,673.92)			\$0.00	\$0.00
U13123	Verizon			\$59,761.03	\$5,976.10
	Utility Totals	\$1,447,477.87	\$144,747.79	\$5,544,579.84	\$554,457.98
The following item was completed in Construction.					
City of College Station executed AFA for this.					
Item is 2.55% eligible for City participation					
	Glenn Fuqua, Inc. (waterline removal) (2.55%)			\$184,500.00	\$4,704.75
	Total Acquisition & Utility Costs	\$1,447,477.87	\$144,747.79	\$10,390,486.83	\$1,043,753.43
	City of College Station's Contribution				\$972,476.02
	City of College Station's Receivable				\$216,025.20

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE REIMBURSEMENT OF FUNDS TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR RIGHT OF WAY ACQUISITION COSTS.

WHEREAS, the City Council of the City of College Station, Texas, on February 12, 2004 approved a resolution entering into a contract with TXDOT to pay for 10% of the right of way costs for a state highway project on FM 2154 from FM 2818 to SH 40; and

WHEREAS, the City Council of the City of College Station, Texas, on February 8, 2001 approved a resolution entering into a contract with TXDOT to pay for 10% of the right of way costs for a state highway project on SH40 from FM 2154 to SH6; now, therefore,

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

PART 1: That the City Council hereby approves partial reimbursement of \$216,025.20 to TXDOT for the project on FM 2154 from FM 2818 to SH 40.

PART 2: That the City Council hereby approves partial reimbursement of \$2,645.12 to TXDOT for the project on SH 40 from FM 2154 to SH 6.

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

ADOPTED this _____ day of _____, 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #:	14-441	Version:	1	Name:	Lincoln Center Design Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/4/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion regarding the approval of a professional services contract with Hawkins Architecture in the amount of \$238,700 for the Lincoln Center project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the approval of a professional services contract with Hawkins Architecture in the amount of \$238,700 for the Lincoln Center project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The expansion of the Lincoln Center is one of the facility expansion projects included in the 2008 Bond Authorization. The original scope for the project developed in 2008 included an 8,000-10,000 SF facility expansion and additional parking.

As part of the preliminary design, staff completed a thorough condition assessment and use assessment of the existing Lincoln Center. The condition assessment confirmed that the structure and major operating systems are in good condition, but portions of the existing building need to be updated. The use assessment confirmed that renovations are necessary to provide operational flexibility and to make efficient use of the existing space. Additionally, during the preliminary design phase asbestos was identified in the several locations throughout the facility. Additional parking is not currently included in the scope of the project. Sufficient parking spaces are available; however on-site traffic circulation improvements are included in the project scope to help improve traffic flow and increase the safety of passengers being dropped off or picked up.

Therefore, staff is recommending some renovations to the existing Lincoln Center to help preserve the city's existing asset, provide operational flexibility, and abate the asbestos. Additionally, staff is recommending a new 15,000 SF facility that will include a new gym and meeting/activity rooms. Staff feels that the renovations to the existing building combined with the new facility will provide a lot of operational flexibility and provide additional meeting space and help offset the space lost with the closure of the Conference Center.

On August 20th and 27th of 2013, staff conducted public meetings on this project to get input and feedback from the community. Additionally, staff presented these improvements to

the Parks and Recreation Advisory Board on October 8th . Positive feedback was received during all three meetings.

Budget & Financial Summary: Funds in the amount of \$4,285,000 are currently budgeted for this project in the Parks Capital Improvement Projects Fund. A total of \$56,755 has been expended or committed to date, leaving a balance of \$4,228,245 for design and construction.

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract - on file in the City Secretary's Office



Legislation Details (With Text)

File #:	14-442	Version:	1	Name:	Emergency 30" Water Main Repairs
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/5/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion requesting approval to transfer \$49,600 from contingency in the Water Operating Fund for emergency repairs to a 30" water main.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	Construction Bid.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion requesting approval to transfer \$49,600 from contingency in the Water Operating Fund for emergency repairs to a 30" water main.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval of this contingency transfer.

Summary: The Water Services Department had an unplanned expense to repair, and lower, a 30" diameter PVC TAMU water distribution main at the corner of Wellborn Road and F&B Road. An 18" ductile iron City water distribution main was located immediately above the 30" TAMU line, and after repeated heavy truck and equipment traffic over the pipe alignment, the City line crushed a segment of the TAMU line.

This situation required a permanent solution that would prevent a future recurrence, and the most viable solution was to lower the 30" TAMU water main and create separation between the two lines. This solution will protect these two vital components of infrastructure to prevent future service disruptions or failures.

Elliot Construction, Inc. was able to respond immediately, with the resources necessary to perform the repair quickly and efficiently. Since contingency transfers greater than \$15,000 require Council approval, we hereby request approval to transfer \$49,600.

Budget & Financial Summary: Contingency in the amount of \$50,000 is budgeted in the Water Operating Fund. As contingency transfers greater than \$15,000 require Council approval, this item is for the request of this approval.

Attachments: Construction Quote

ELLIOTT CONSTRUCTION, LTD.
P.O. BOX 510 WELLBORN, TX. 77881
PHONE (979) 690-7071 * FAX (979) 690-7152

CITY OF COLLEGE STATION
P.O. BOX 9960
COLLEGE STATION, TX. 77842

30" WATER LINE REPAIR

April 21, 2014

NO.	DESCRIPTION	QTY	UN	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	1,000.00	1,000.00
2	30" DIP	54	LF	354.00	19,116.00
3	30" 45 BENDS RESTRAINED	4	EA	4,300.00	17,200.00
4	48" CASING , SPACERS & END SEALS	16	LF	330.00	5,280.00
5	30" SLEEVES	2	EA	3,470.00	6,940.00
				TOTAL BID	49,536.00



Legislation Details (With Text)

File #: 14-446 **Version:** 1 **Name:** CVB Grant Amendment FY14
Type: Presentation **Status:** Consent Agenda
File created: 5/5/2014 **In control:** City Council Regular
On agenda: 5/22/2014 **Final action:**
Title: Presentation, possible action and discussion on a funding amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$46,327 for additional grant funding. The amended FY14 funding agreement is \$174,327.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [CVB Grant Amendment No 1 Signed.pdf](#)
[CVB Revised Budget FY14.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a funding amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$46,327 for additional grant funding. The amended FY14 funding agreement is \$174,327.

Recommendation(s): Staff recommends approval of Amendment No. 1 to the CVB Grant Program funding agreement for FY14.

Summary: The City Council approved budget amendment #3 on 04/10/14 for the additional CVB grant program funding. The CVB grant program provides funding for events that promote tourism and the hotel industry in College Station. The program is funded with Hotel Tax Funds and is administered by the CVB. In the FY14 Approved Budget, \$128,000 was included for the CVB grant program. The CVB accepted applications for the program in the fall and allocated \$114,950 of these funds. Applications were also accepted in the spring and an additional \$59,377 is being recommended for allocation. This item will amend the budget for an additional \$46,327 (spring allocation less balance of original budget).

Budget & Financial Summary: Funds for the additional \$46,327 are available in the 2013-2014 Hotel Tax Fund budget. A total of \$174,327 is to be used to fund event grants that will promote tourism and the hotel industry in College Station.

State law requires that the City Council adopt the budget of any organization that is to be funded through the Hotel Occupancy Tax funds.

Attachments:

1. CVB Revised Budget
2. CVB Funding Agreement Amendment No. 1

AMENDMENT NO. 1

**THE CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF HOTEL TAX FUNDS FOR GRANT PROGRAMS**

WHEREAS, the City of College Station, Texas a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), entered into a funding agreement with the **BRAZOS VALLEY CONVENTION AND VISITORS BUREAU D/B/A BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU**, a Texas Non-Profit Corporation (hereinafter referred to as the "Agency") on October 7, 2013 with contract No. 14-023 (Funding Agreement).

WHEREAS, the parties desire to amend the Funding Agreement to authorize the Agency to receive additional funding for the Spring allocation of grant program that promotes tourism and the hotel industry in College Station.

NOW, THEREFORE, FOR IN CONSIDERATION of the recitations above and the covenants expressed herein below, the parties agree to the following:

To amend Section 3.1 of the Funding Agreement by deleting in its entirety and replacing with the following:

3.1 Consideration and Payment For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of up to **ONE HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED AND TWENTY SEVEN AND NO/100 DOLLARS (\$174,327)** to be paid as follows:

- (a)** The amount of up to **ONE HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED AND TWENTY SEVEN AND NO/100 DOLLARS (\$174,327)** shall be paid from the City Hotel Tax Revenue for sub- granting by the Agency to Convention and Visitors Bureau Grant Program Sub-Recipients. The appropriated funds shall be used during the period of October 1, 2013 to September 30, 2014. Payment will be made for eligible expenditures following approval of the Sub- Recipient grant program by the Agency. Agency shall submit invoices to the City requesting payment for grants awarded to Sub Recipient. Agency's invoice will contain the following: Sub- Recipient, description of purpose of payment, and payment amount. Agency shall submit invoices to the City for payment and payment to the Agency will be made by the City on a monthly basis no later than thirty 30 calendar days from the date of the City receipt and the City's approval.
- (b)** No funds will be paid until City receives and approves the required invoice(s). The final request for payment must be received by City on or before September 30, 2014. After that date unexpended funds may be reallocated. Unexpended funds will remain in the possession of the City.

All other terms and conditions of the original Funding Agreement shall remain unchanged and in full force and effect.

BRAZOS VALLEY CONVENTION AND VISITORS BUREAU

By: Shannon Overby

Printed Name: Shannon Overby

Title: President/CEO

Date: 4-28-14

CITY OF COLLEGE STATION

City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2013 through September 2014

	<u>Oct '13 - Sep 14</u>
Ordinary Income/Expense	
Income	
Booking Commissions	12,000.00
Brazos County	25,000.00
Bryan	
Bryan Relocation	12,807.50
Bryan - Other	172,042.00
Total Bryan	<u>184,849.50</u>
Bryan Downtown Rent	0.00
BVSF Events	
Entry Fees	9,000.00
Souvenirs	0.00
Sponsorships	6,000.00
Tickets	21,000.00
Total BVSF Events	<u>36,000.00</u>
College Station	
College Station Relocation	46,313.50
College Station - Other	1,379,340.00
Total College Station	<u>1,425,653.50</u>
Industry Participation	22,380.00
Interest earned	3,500.00
Special Events Fund	0.00
Total Income	<u>1,709,383.00</u>
Gross Profit	1,709,383.00
Expense	
Administrative/Operations	
Audit/Legal/Professional Serv.	9,250.00
Bank Charges	0.00
Board Expenses	6,250.00
Building Repairs & Maintenance	12,500.00
Electrical/Water Svc Expense	15,000.00
Liability Insurance	5,000.00
Merchant Charges	500.00
Misc. Relocation Expenses	43,391.00
Office Supplies	9,900.00
Outside Storage	2,100.00
Property Tax	1,900.00
Sympathy/Recognition	3,000.00
Technical Support	22,100.00
Telephone	15,600.00
Vehicle Gas & Maintenance	3,420.00
Total Administrative/Operations	<u>149,911.00</u>
Capital	
Equipment	
Computer Software	2,000.00
Equipment Repair & Maint.	5,000.00
Lease	19,600.00
Total Equipment	<u>26,600.00</u>
Office Rent	15,730.00
Total Capital	<u>42,330.00</u>

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2013 through September 2014

	<u>Oct '13 - Sep 14</u>
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	1,800.00
Advertising	173,185.00
Bid Fees	3,000.00
Client Relations	3,215.00
Community Luncheons/Events	3,046.00
Event Personnel	26,850.00
Facility Rental	46,008.00
Gift Baskets	3,250.00
Luncheons/Banquet	11,100.00
Memberships/Subscriptions	17,290.00
Postage	15,750.00
Printing	10,350.00
Professional Development	18,704.00
Promotional	45,350.00
Research	35,000.00
Sales/Marketing Leads	825.00
Sales/Marketing/Registration	0.00
Site Visits/FAM Tours	1,220.00
Sponsorships	124,911.00
Trade Show/Booth	29,240.00
Travel	
Air	22,873.00
Ground	7,550.00
Hotel	40,590.00
Meals	8,850.00
Misc.	780.00
Total Travel	<u>80,643.00</u>
Website	
Advertising	72,000.00
Development	52,405.00
Total Website	<u>124,405.00</u>
Total Marketing/Sales/Promotion	775,142.00
Payroll Expenses	742,000.00
Wayfinding	0.00
Total Expense	<u>1,709,383.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>



Legislation Details (With Text)

File #:	14-447	Version:	1	Name:	Southwest Park Phase II Improvements Contract #14-245
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/5/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Dudley Construction, of College Station, Texas, in the amount of \$94,431.00 for the Southwest Park Phase II improvements and authorizing the City Manager to execute the contract on behalf of the City Council.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	14-049 Tab.pdf Southwest Park Phase 2 Improvements.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Dudley Construction, of College Station, Texas, in the amount of \$94,431.00 for the Southwest Park Phase II improvements and authorizing the City Manager to execute the contract on behalf of the City Council.

1. Core Services and Infrastructure
2. Neighborhood Integrity

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

Summary: On April 24, 2014, two (2), sealed competitive bids were received and opened for Southwest Park Phase II improvements. The scope of the project includes the installation of area lights, exercise equipment, a picnic shelter with shade cover and site furnishings

Budget & Financial Summary: The funding for these improvements are coming from Community Development Block Grant (CDBG)

Reviewed and Approved by Legal: Yes

Attachments:

1. Bid Tabulation #14-049
2. Southwest Park Phase II Improvements Contract with Dudley Construction. (On file in City Secretary's Office)



City of College Station - Purchasing Division
Bid Tabulation for #14-049
"Southwest Park Phase 2 Improvements"
Open Date: Thursday, April 24, 2014 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, TX)	Gaeke Construction Co., Inc. (Giddings, TX)
				LUMP SUM PRICE	LUMP SUM PRICE
BASE BID					
1	1	LS	Electrical Panel, Wiring, Conduit and Seven (7) Area Lights, complete and in place	\$40,390.00	\$47,130.00
2	1	LS	Concrete Picnic Plaza, complete and in place	\$13,664.00	\$12,193.00
3	1	LS	Fabric Shade Cover, complete and in place	\$10,516.00	\$7,535.00
4	1	LS	Three (3) Exercise Stations with Granite Gravel Area, complete and in place	\$9,213.00	\$16,155.00
5	1	LS	Barbecue Grill, complete and in place	\$895.00	\$501.00
6	1	LS	Three (3) Picnic Tables, complete and in place	\$12,968.00	\$9,885.00
7	1	LS	Two (2) Benches (Steel Powder-Coated), complete and in place	\$4,982.00	\$3,268.00
8	1	LS	One (1) 36-Gallon Trash Can with Lid, complete and in place	\$908.00	\$1,096.00
9	1	LS	Erosion Control	\$895.00	\$1,027.00
TOTAL BASE BID (ITEMS 1-9)				\$94,431.00	\$98,790.00
ADD/DEDUCT ITEMS					
A.1	1	LS	Additional Light Fixture to be Installed West of the Bridge, complete and in place	\$4,725.00	\$6,329.00
A.2	1	LS	Southwest Park Sign, complete and in place	\$5,000.00	\$5,164.00



Legislation Details (With Text)

File #:	14-448	Version:	1	Name:	CVB FY14 Ammendment
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	5/5/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action and discussion on approving the amended budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$46,313 for expenses related to the relocation of CVB offices.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	CVB Revised Budget FY14.pdf 2014 CVB Ammendment .pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving the amended budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$46,313 for expenses related to the relocation of CVB offices.

Agenda Caption: Presentation, possible action and discussion on approving the amended budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding amendment between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY14 in the amount of \$46,313 for expenses related to the relocation of CVB offices.

Recommendation(s): Staff recommends approval of the amended CVB budget and amendment No. 1 to the funding agreement for FY14.

Summary: The City Council approved budget amendment #2 on March 27, 2014 that contained \$46,313 additional funding for the Brazos Valley Convention and Visitors Bureau. With the anticipated sale of the Chimney Hill property, the CVB will be vacating their current location on the property. The CVB has identified a new location on University Drive. The CVB requested \$46,312.50 for the City of College Station’s portion of the anticipated FY14 cost of the relocation. This includes rent, moving expenses, storage expenses, new signage and stationary, and expenses for minor construction.

Budget & Financial Summary: Funds for the amendment are available in the 2013-2014 Hotel Tax Fund balance.

State law requires that the City Council adopt the budget of any organization that is to be funded through the Hotel Occupancy Tax funds.

Attachments:

1. CVB Revised Budget
2. CVB Funding Agreement Amendment No. 1

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2013 through September 2014

	<u>Oct '13 - Sep 14</u>
Ordinary Income/Expense	
Income	
Booking Commissions	12,000.00
Brazos County	25,000.00
Bryan	
Bryan Relocation	12,807.50
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Bryan Downtown Rent	0.00
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Expense	
Administrative/Operations	
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Bank Charges	0.00
Board Expenses	6,250.00
Building Repairs & Maintenance	12,500.00
Electrical/Water Svc Expense	15,000.00
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Merchant Charges	500.00
Misc. Relocation Expenses	43,391.00
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Total Capital	<u>42,330.00</u>

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2013 through September 2014

	<u>Oct '13 - Sep 14</u>
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Professional Development	18,704.00
Promotional	45,350.00
Research	35,000.00
Sales/Marketing Leads	825.00
Sales/Marketing/Registration	0.00
Site Visits/FAM Tours	1,220.00
Sponsorships	124,911.00
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Travel	
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Ground	7,550.00
Hotel	40,590.00
Meals	8,850.00
Misc.	780.00
Total Travel	<u>80,643.00</u>
Website	
Advertising	72,000.00
Development	52,405.00
Total Website	<u>124,405.00</u>
Total Marketing/Sales/Promotion	775,142.00
Payroll Expenses	742,000.00
Wayfinding	0.00
Total Expense	<u>1,709,383.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

AMENDMENT NO. 1

**CITY OF COLLEGE STATION
FUNDING AGREEMENT FOR PAYMENT AND USE OF HOTEL TAX FUNDS**

WHEREAS, the City of College Station, Texas a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the “City”), entered into a funding agreement with the **BRAZOS VALLEY CONVENTION AND VISITORS BUREAU D/B/A BRYAN-COLLEGE STATION CONVENTION AND VISITORS BUREAU**, a Texas Non-Profit Corporation (hereinafter referred to as the “Agency”) on October 7, 2013 with contract No. 14-022 (Funding Agreement).

WHEREAS, the parties desire to amend the Funding Agreement to authorize the Agency to receive additional funding for a portion of the Agency’s relocation costs due to the sale of Agency’s current offices.

NOW, THEREFORE, FOR IN CONSIDERATION of the recitations above and the covenants expressed herein below, the parties agree to the following:

To amend Section 2.1 of the Funding Agreement by deleting in its entirety and replacing with the following:

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **ONE MILLION FOUR HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED FIFTY THREE DOLLARS (\$1,425,653)**, to be paid as follows:

- (a) The amount of **ONE MILLION THREE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED FORTY DOLLARS (\$1,379,340)** shall be paid from the City’s Hotel Tax Revenue for the operations and maintenance of the Agency. The appropriated funds shall be used during the period of October 1, 2013 to September 30, 2014. Payment will be made in twelve (12) monthly installments of **\$114,945.00**; and
- (b) The amount of **FORTY SIX THOUSAND THREE HUNDRED AND THIRTEEN DOLLARS (\$46,313)** shall be paid for reimbursement of relocation costs including rent, moving expenses, storage expenses, new signage and stationary, and expenses for minor construction. Agency shall submit an invoice to the City requesting payment with receipts attached for reimbursement. A reimbursement payment will be made to the Agency by the City. Payment will only be sent to the Agency after the City receives the invoice and approves the reimbursement. The final request for payment must be received by City on or before October 15, 2014. After October 15, 2014 any unexpended funds for reimbursement expenses will be reallocated by the City and will remain in the possession of the City.

All other terms and conditions of the original Funding Agreement shall remain unchanged and in full force and effect.

BRAZOS VALLEY CONVENTION AND VISITORS BUREAU

By: 

Printed Name: Shannon Darby

Title: President

Date: 5/21/14

CITY OF COLLEGE STATION

City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



Legislation Details (With Text)

File #: 14-449 **Version:** 1 **Name:** Bank Depository Pledge Agreement
Type: Presentation **Status:** Consent Agenda
File created: 5/5/2014 **In control:** City Council Regular
On agenda: 5/22/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding the Depository Pledge Agreement with Branch Banking and Trust Company (BB&T). The depository pledge agreement authorizes the Mayor to execute a new collateral agreement between the City, the Federal Reserve Bank and BB&T. The agreement is necessary due to the purchase of Citibank by BB&T. The new agreement mirrors the Citibank agreement and will cover the period from the date of the acquisition of Citibank assets to BB&T through September 30, 2015.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [BB&T Letter of Intent & Pledge Documentation040214.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the Depository Pledge Agreement with Branch Banking and Trust Company (BB&T). The depository pledge agreement authorizes the Mayor to execute a new collateral agreement between the City, the Federal Reserve Bank and BB&T. The agreement is necessary due to the purchase of Citibank by BB&T. The new agreement mirrors the Citibank agreement and will cover the period from the date of the acquisition of Citibank assets to BB&T through September 30, 2015.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the depository pledge agreement with Branch Banking and Trust Company.

Summary: On August 26, 2010, the City Council approved a bank depository agreement with Citibank. The depository agreement was for three (3) years with an option for two (2) one-year renewals. The City exercised its first option on June 13, 2013. In December 2013, Citibank announced that the Bryan-College Station, Austin and San Antonio branches were being acquired by BB&T. BB&T will assume the assets and deposits for these Citibank branch locations. The City’s depository contract with Citibank will be a part of the acquisition.

The acquisition between Citibank and BB&T is set to take place on June 13, 2014. The City’s funds will transferred to BB&T and collateralized under this new pledge agreement on the acquisition date. The pledge agreement must be executed prior to the acquisition in order to ensure that the City’s funds are properly collateralized at the time the City’s deposits are transferred. Staff will bring an assignment of contract back to council at the June 24th meeting as well as the renewal agreement. Due to banking regulations Citibank and BB&T are unable to sign the assignment of contract and the renewal letter until after the acquisition date. BB&T has executed a letter of intent acknowledging the

existing contract between Citibank and the City and agrees to honor the pricing through September 30, 2015, the last renewal period. Staff will be issuing an RFA in the spring of 2015. City staff will be working closely with BB&T personnel to ensure a smooth transition.

Budget & Financial Summary: BB&T has agreed to honor the same pricing that is currently in place under the Citibank contract. The annual cost for the services is expected not to exceed \$46,666 annually. The expenditure for banking services is budgeted in the General Fund.

Attachments:

Depository Pledge Agreement and Form between BB&T and the City
Signed Letter of Intent from BB&T

April 22, 2014

Deposit Services
Mailcode: 001-16-18-10
200 W. Second Street
Winston-Salem, NC 27102

City of College Station
Cheryl Wright, Treasurer
1101 Texas Avenue
College Station, TX 77840

Re: 2013-2014 Depository Contract Renewal Pricing

Ms. Wright,

BB&T would like to provide the City of College Station some certainty regarding the pricing in your current contract with Citibank, per the letter dated 03/14/2013 to the City of College Station from Citibank, (a copy of which is attached). As you may know, BB&T and Citi may conclude a transaction whereby your relationship will transfer to BB&T. While this transfer will involve certain changes in terms and conditions inherent in any merger, BB&T will honor the pricing in the current contract with Citi through September 30, 2015.

The enclosed Depository Pledge Agreement has been signed by BB&T representatives as a sign of good faith towards this end. BB&T will collateralize the City's deposits in excess of 110% of the Collateralized Funds on deposit.

We look forward to working with the City of College Station.

Sincerely,



Chris Bradley,
Senior Vice President

Enclosures

Citibank, N.A.
South College Station
2717 Texas Ave. S.
College Station, TX 77840

Tel 979-260-4360
Fax 979-764-8694

March 14, 2013



City of College Station
Cheryl Wright, Treasurer
1101 Texas Avenue
College Station, TX 77840

Re: 2013-2014 Depository Contract Renewal Pricing Adjustments

Mrs. Wright,

We truly appreciate the opportunity to continue working with the City of College Station as its depository institution. We feel the relationship has been mutually beneficial and look forward to the continued partnership.

For the first annual extension Citibank will conduct changes to the following pricing line items. All other items will remain as presented in the original Depository Contract executed on September 1, 2010.

- I) Interest on excess balances
 - a. Current – Fed Funds + .50%
 - b. Proposed – Fed Funds + .20%

- II) Returned Deposit Items
 - a. Current - \$3.00 each
 - b. Proposed - \$1.50 each

- III) Rejected ACH Items
 - a. Current - \$5.00 each
 - b. Proposed - \$1.50 each

- IV) Returned ACH Items
 - a. Current - \$5.00 each
 - b. Proposed - \$1.50 each

The items above will be effective October 1, 2013 through September 30, 2014. For a complete listing please refer to the attached pricing adjusted schedule.

Again, we appreciate the City's business and look forward to serving the City's depository needs in the future. Should you have any questions please contact my office at (979)691-2759 or by email at donnie.fowler@citi.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Donnie Fowler", enclosed within a large, loopy circular scribble.

Donnie Fowler
SVP, Texas Public Funds Relationship Manager

CITY OF COLLEGE STATION RENEWAL PRICING 2013



Service	Cost
Interest on Excess Balances	Fed Funds + .20%
Account Maintenance (3 accounts)	7.00
Account Analysis	NC
Deposit Services:	
Checks Paid	0.140
Deposits Posted (Tickets)	0.140
Items Deposited: (Including Encoding)	
Local Items	0.080
Coin Vault Deposit per \$100	0.070
ICL Implementation Fee (UCS)	250.000
ICL Implementation Monthly Maintenance (UCS)	100.000
Returned Items (chargeback's)	1.50
Stop Payments	10.00
CitiBusiness On-line:	
Electronic Balance Inquiry-Citibusiness Intra day \$35 master \$10 add'l acct.	55.00
ACH Maintenance On-line Module	10.00
Cash Management	
ZBA Parent/Child	10.00
Account Reconciliation	
Stand Alone Positive Pay Mthly/full acct recon	50.00
Payee Postive Pay Monthly	10.00
Stand Alone Positive Pay Items	0.03
CD Rom per item	0.01
CD ROM for Archived Statements and Checks	25.00
ACH File Origination	
ACH Draft Originated	0.100
Payroll Direct Deposit - 26 payrolls	5.00
Utility Payment Drafts - 120 cycles	5.00
IRS Payroll Tax Remittance - approx 26	5.00
ACH Rejected Items	1.50
ACH Return Items	1.50
ACH Reversal	3.00
EDI Monthly Service	10.00
EDI Report	5.00
ACH-EDI Addenda Report	50.00
Wire Transfers	
Outgoing	8.50
Incoming	5.00
Remote Check Deposit	
Maintenance (No longer using)	60.00
Automated Clearing House (ACH)	
Debit Filter/Blocks	
ACH Credits Received	0.10
ACH Debits Received	0.10
ACH Debit Filter	5.00
MISC Services	
Coin Bag	NC
Deposit bags	NC
Electronic Payment Authorization System (3 Accounts)	NC
Non-Monthly Charge Rates:	
3-Part Deposit Slips	No Charge
Pyroll Debit Card System	Not available
Travelers Checks	No Charge
Cashiers Checks	No Charge
Electronic Balance Inquiry Citibusiness Online Basic	No Charge
Intrabank Transfer Online	No Charge
Manually	2.00
Positive Pay System Citibusiness Online Basic	No Charge
Void after 90 days on Checks	No Charge
Bank program providing capability for electronic transmission via modem. Citibusiness Online Basic	No Charge
Ability to transmit via modem directly to bank and have debits and credits done automatically not manually. Citibusiness Online Basic	No Charge

DEPOSITORY PLEDGE AGREEMENT

This Depository Pledge Agreement ("Agreement") is entered into as of _____, 2014, by and between CITY OF COLLEGE STATION (the "City"), a City created and operating pursuant to the laws of the State of Texas, and Branch Banking and Trust Company ("Bank"), a North Carolina banking corporation.

The City has selected the Bank as a depository for certain of its funds in demand deposits, savings deposits and/or interest-bearing time deposits, and the Bank desires to be the depository of such funds. Pursuant to applicable laws and the City's Investment Policy, the Bank is required to secure the public funds deposited by the City in the Bank to the extent that such funds are not insured by the Federal Insurance Deposit Corporation or its successors or assigns ("FDIC") (such excess funds referred to hereafter as the "Collateralized Funds") by pledging securities authorized by the State of Texas and the City (the "Approved Securities") in an aggregate market value that at all times equals or exceeds [110]% of the Collateralized Funds of the City on deposit with the Bank plus any interest accrued thereon (the "Required Collateral Value").

The Bank has agreed to pledge the Approved Securities solely for the benefit of the City's Collateralized Funds, and has agreed to place the Approved Securities for safekeeping in a custodial account at the Federal Reserve Bank, an independent third-party institution not owned or controlled by the Bank or its holding company (the "Safekeeping Institution").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the City and the Bank agree as follows:

Section 1. AMOUNT OF COLLATERAL; PLEDGE OF SECURITY; GRANT OF SECURITY INTEREST. The Bank agrees that the Collateralized Funds of the City on deposit with the Bank in the following forms (i) demand and savings deposits, and (ii) interest bearing time deposits (such as certificates of deposit) (each, a "Deposit") shall be secured by the pledge of Approved Securities of the type described in Exhibit "A" attached to this Agreement and incorporated for all purposes (the "Deposit Collateral") in an amount equal to the Required Collateral Value.

The Bank agrees that the Deposit Collateral (collectively referred to at times as the "Pledged Collateral") shall be pledged solely to, and held solely on account of, the City. The Bank further understands and agrees that it will not cause or permit the sharing, splitting or co-tenancy of the Pledged Collateral without the express written authorization of the City.

The Bank hereby grants the City a security interest in the Pledged Collateral.

Section 2. SAFEKEEPING PROVISIONS. The Safekeeping Institution and the

Bank have agreed to abide by Operating Circular 7 ("OC-7") pursuant to which the Safekeeping Institution has agreed to hold the Pledged Collateral in safekeeping. Pursuant to OC-7, the Safekeeping Institution also has agreed to deliver the Pledged Collateral pursuant to the terms of the Agreement and serve as collateral agent for the City to the extent necessary to allow the City to perfect its security interest in the Pledged Collateral granted in this Agreement. The Safekeeping Institution has further agreed to provide safekeeping receipts to the City, dated as of the date of the deposit of the Pledged Collateral, to the City within (3) business days of such deposit.

Section 3. INSTRUCTIONS REGARDING COLLATERAL. Until the City has the right to sell the Pledged Collateral pursuant to Section 10 of this Agreement, the Safekeeping Institution may act only in accordance with the joint instructions of the Bank and the City. The names and specimen signatures of individuals authorized to act on behalf of the City are listed in Exhibit "B" to this Agreement and the names and specimen signatures of individuals authorized to act on behalf of the Bank are listed in Exhibit "C" to this Agreement. Either the City or the Bank may add or remove names from their respective list of authorized individuals without the consent of the other party at any time by providing the Safekeeping Institution with a replacement Exhibit "B" or "C".

Section 4. SUBSTITUTIONS AND WITHDRAWALS OF COLLATERAL. The Bank and the Safekeeping Institution understand and agree that the City has the right to change the type of Approved Securities authorized to secure the City's Collateralized Funds by providing the Bank and the Safekeeping Institution with a replacement Exhibit "A". The Bank and the Safekeeping Institution agree to comply with the replacement Exhibit relating to the Approved Securities within the later of (a) thirty (30) days of receipt of such notice of substitution, or (b) the latest maturity date of the relevant Deposit(s).

In addition, if the aggregate market value of the Pledged Collateral held by the Safekeeping Institution at any time exceeds the Required Collateral Value, Bank may withdraw any excess Pledged Collateral by providing the Safekeeping Institution with a withdrawal notice signed by an authorized individual of both the Bank and the City. The City agrees to sign the withdrawal notice if the value of the remaining Pledged Collateral equals or exceeds the Required Collateral Value. Additionally, the Bank may substitute Approved Securities for all or any portion of the Pledged Collateral held by the Safekeeping Institution at any time by providing the Safekeeping Institution with a substitution notice signed by an authorized individual of both the Bank and the City. The City agrees to promptly sign the substitution notice if the securities to be substituted are Approved

Securities and the value of the Pledged Collateral following the substitution equals or exceeds the Required Collateral Value. If the City fails to sign any notices as required hereunder within two business days of a written request from the Bank, the Bank shall be entitled to terminate this Agreement any time thereafter until such notice is signed.

Section 5. BANK STATEMENTS AND REPORTS RELATING TO PLEDGED COLLATERAL. Contemporaneously with the execution of the Agreement, and at the time of the substitution or release of any of the Pledged Collateral, the Bank shall execute and deliver to the City a statement describing the Approved Securities deposited to or withdrawn from the Pledged Collateral held pursuant to this Agreement. This statement must include the par value, security description, CUSIP number, market value as of the date of the statement and maturity date of the Pledged Collateral.

The Bank also agrees to furnish to the City a statement describing the Pledged Collateral held in safekeeping by the Safekeeping Institution on a monthly basis (the "Investment Report"). The Investment Report must include a description of the securities pledged, the CUSIP number of each, the par value, the market value, and the maturity date of the Pledged Collateral as of the date of the current Investment Report.

Section 6. BANK'S FINANCIAL POSITION. The Bank will provide to the City upon request a statement of the Bank's financial position on a quarterly basis. The Bank also will provide to the City upon request a copy of the Bank's annual financial statement in the event the same is not otherwise available electronically.

Section 7. REPRESENTATIONS OF THE BANK. The Bank represents to the City that:

- (a) the Bank is the sole legal and actual owner of the securities utilized to collateralize City deposits;
- (b) no other security interest has been, nor will be, granted in the securities utilized to collateralize City deposits;
- (c) the relevant Deposit is covered for all uncollateralized City deposits up to \$250,000 under the FDIC, or such other amount as may be applicable from time to time;
- (d) this Agreement has been executed by a Senior Vice President of the Bank acting under due corporate authority; and

(e) this Agreement is an official record of the Bank.

Section 8. REPRESENTATIONS OF THE CITY. The City represents to the Bank that it will provide the Bank with an amended Exhibit "A" reflecting changes in the Approved Collateral within seven (7) business days of adoption of the same by the City Council. The City agrees that the Bank is not obligated to comply with any new requirements as to Approved Collateral until the amended exhibit(s) is/are received by the Bank and as provided in this Agreement. The City also represents and warrants that it has full legal authority to enter into this Agreement and that the Agreement is a legal, valid and binding obligation of the City, subject to applicable insolvency laws or general equitable principles.

Section 9. BANK'S DUTIES AND OBLIGATIONS. The Bank agrees to perform all of the duties and obligations required of a depository for the City under the laws of the State of Texas for depositories of the City in respect of this Agreement. At the expiration of the term of this Agreement, the Bank agrees to turn over to its successor all funds, property and things of value held by it as a depository.

Section 10. BANK DEFAULT AND REMEDIES. If the Bank fails to perform all of its obligations set out in this Agreement or in any other agreement between the Bank and the City in each case after the expiration of any applicable grace or notice period, or if it is ruled "bankrupt", "insolvent", or "failed" by Federal Banking Regulators, then Bank will be considered in default under this Agreement. In the event of such default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all of the Pledged Collateral pursuant to this Agreement. The City may sell all or any part of the Pledged Collateral at public or private sale after providing the Bank at least three (3) business day's prior written notice and an opportunity to cure the default. The proceeds of any such sale must be applied to satisfy any indebtedness owed by the Bank to the City, and any excess proceeds over the value of the defaulted amount including accrued interest, plus expenses, including legal fees, related to the liquidation transaction, shall be returned to the Bank. This power of sale is in addition to other remedies the City may have pursuant to this Agreement and applicable law and is without prejudice to the City's rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement for which the City is not otherwise made whole.

Section 11. NON-ASSIGN ABILITY. This Agreement is not assignable in whole or

in part.

Section 12. TERMINATION. After maturity of the relevant Deposit(s) and distribution to the City all relevant proceeds, this Agreement may be terminated by either the Bank, the City or the Safekeeping Institution by giving thirty (30) day's prior written notice to the other parties.

Section 13. APPLICABLE LAWS; OTHER AGREEMENTS. This Agreement will be governed by the laws of the State of Texas. All Bank accounts of the City also will be subject to the following additional agreements with the Bank, copies of which are attached to this Agreement and incorporated for all purposes:

No additional agreements applicable or attached.

Section 14. SAFEKEEPING FEES. Any and all fees associated with the safekeeping of securities for the benefit of the City which the Safekeeping Institution shall charge shall be paid by the Bank.

Section 15. MISCELLANEOUS. The headings in this Agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this Agreement is determined to be illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or, if such reformation is not possible, then this Agreement should be read as if such provision was never a part of it, and the remainder of the Agreement will be enforceable.

This Agreement represents the final agreement of the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

Notices required to be given under this Agreement must be addressed as set forth below each party's signature to this Agreement, and will be considered effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Section 16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which will be considered an original.

WITNESS the execution hereof this _____ day of _____, 2014.

CITY of COLLEGE STATION

By: _____
Name: _____
Title: _____
Address: _____

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

BRANCH BANKING AND
TRUST COMPANY

By: Ernest M. Sessions
Name: Ernest M. Sessions
Title: SVP
Address: 4320 Kahn Drive, Building 1
Lumberton, NC 28358

ATTEST:

By: Teressa G. Williams
Name: Teressa G. Williams
Title: SVP

LIST OF EXHIBITS

- Exhibit "A" - List of Demand/Savings Deposit Collateral
- Exhibit "B" - Names and Specimen Signatures of Individuals Authorized to Act on Behalf of City
- Exhibit "C" - Specimen Signatures of Authorized Bank Officials

Exhibit "A"

LIST OF DEMAND/SAVINGS DEPOSIT COLLATERAL

1. Obligations of the U.S. or its agencies and instrumentalities
2. Direct obligations of the State of Texas or its agencies and instrumentalities
3. Other obligations the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the U.S. or their respective agencies and instrumentalities, including, for the avoidance of doubt, FNMA, FHLMC and GNMA mortgage backed security pools..
4. Collateralized mortgage obligations issued by a federal or state agency or instrumentality.

Exhibit "B"

NAMES AND SIGNATURE OF INDIVIDUALS AUTHORIZED TO ACT ON BEHALF OF
THE CITY OF COLLEGE STATION
(PLEDGEE AGREEMENT)

Authorized Signature

Name and Title

CITY OF COLLEGE STATION

By: _____

Accepted:
BRANCH BANKING AND TRUST COMPANY

By: _____

Exhibit "C"

NAMES AND SPECIMEN SIGNATURES OF INDIVIDUALS AUTHORIZED TO ACT ON
BEHALF of BB&T

Branch Banking and Trust Company (Bank) has designated the following individuals authorization to instruct the Federal Reserve Bank (Safekeeping Institution) with regard to collateral pledges, releases and substitutions in the safekeeping account established for the City. Such pledges, releases and substitutions shall follow procedures set forth in the Depository Pledge Agreement between the City and the Bank.

Branch Banking and Trust Company

By: Ernest M. Messner

Authorized Signature

John R. Britt
Gay W. Leggett
Amy C. Pittman
Teresa B. Williams

Name and Title

John R. Britt, Banking Officer
Gay W. Leggett, Banking Officer
Amy C. Pittman, AVP
Teresa B. Williams, SVP



Legislation Details (With Text)

File #:	14-453	Version:	1	Name:	2014 Justice Assistance Grant (JAG)
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	5/7/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	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, 2014 Justice Assistance Grant (JAG).				
Sponsors:	Brandy Norris				
Indexes:					
Code sections:					
Attachments:	2014 JAG ILA.pdf				

Date	Ver.	Action By	Action	Result
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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, 2014 Justice Assistance Grant (JAG).

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure
- 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 2014 JAG allocation for Brazos County is \$59,175. 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- \$31,615; College Station- \$27,560 for a total of \$59,175. Brazos County has been certified as a disparate jurisdiction. As such, all jurisdictions must enter into an Inter-Local Agreement to specify an award distribution to each unit of local government in a manner that will address disparity and furthermore, must apply for funding jointly.

College Station and Bryan Police Departments have agreed to provide 15% of their recommended funding to Brazos County Sheriff's office in an effort to address disparity. The resulting allocation is as follows: Bryan- \$26,872.75; College Station- \$23,426.00 and Brazos County- \$8,876.25.

College Station Police Department will serve as the administering agency.

Attachments: Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN BRAZOS COUNTY, THE CITY OF
COLLEGE STATION, AND THE CITY OF BRYAN FOR THE 2014 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 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

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

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

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

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

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

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

WHEREAS, College Station agrees to provide the County \$8,876.25 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, College Station agrees to provide Bryan \$26,872.75 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, College Station shall use their \$23,426.00 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. College Station agrees to pay the County a total of \$8,876.25 of JAG funds.
2. The County agrees to use the \$8,876.25 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. College Station agrees to pay Bryan a total of \$26,872.75 of JAG funds.
4. Bryan agrees to use \$26,872.75 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. College Station agrees to retain a total of \$23,426.00 of the JAG funds.
6. College Station agrees to use \$23,426.00 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, 2015.
12. **Indemnification** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **Consent to Suit.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

CITY OF COLLEGE STATION:

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

CITY OF BRYAN:

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

BRAZOS COUNTY:

County Judge
Brazos County
300 East 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.

EXECUTED this the _____ day of _____, 2014 by CITY OF BRYAN.

CITY OF BRYAN

By: _____
Jason Bienski
Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Lynn Stratta
City Secretary

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 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. 2014.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2014 by CITY OF COLLEGE STATION.

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

APPROVED:

City Secretary

City Manager

City Attorney

Assistant City Attorney/ CFO

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 **NANCY BERRY**, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2014.

Notary Public, State of Texas
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2014 by BRAZOS COUNTY.

COUNTY OF BRAZOS

By: _____
DUANE PETERS
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

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. 2014.

Notary Public, State of Texas
My Commission Expires: _____



Legislation Details (With Text)

File #:	14-457	Version:	1	Name:	Resolution Denying Rate Increase
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	5/8/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding adoption of a resolution denying the rate increase requested by Atmos Energy.				
Sponsors:	Chris Jarmon				
Indexes:					
Code sections:					
Attachments:	Resolution.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding adoption of a resolution denying the rate increase requested by Atmos Energy.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends adoption of the Resolution

Summary:

The City, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). On or about February 28, 2014, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (“RRM”) tariff renewed by the City in 2013.

The Atmos Mid-Tex RRM filing sought a \$45.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$49 million. In past years, cities have been able to reach a compromise with Atmos to reduce the rate impact from the requested RRM increases, and these compromises have also been lower than the rates that Atmos would have been entitled to under the GRIP filing. In this case, the Company would have been entitled to an increase from GRIP of no more than \$31.5 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. Although a good faith attempt was made by ACSC to reach a compromise with Atmos Mid-Tex, an agreement was not reached. In the absence of an agreement, the ACSC Executive Committee and ACSC’s legal counsel have recommended that ACSC members adopt the attached Resolution denying the rate increase request.

The purpose of the Resolution is to deny the rate increase requested by Atmos. Under the RRM tariff, Atmos may appeal the rate decision of the cities to the Railroad Commission; such appeal must be filed within thirty (30) days of the City action.

Budget & Financial Summary: N/A

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DENYING THE RATE INCREASE REQUESTED BY ATMOS ENERGY CORP., MID-TEX DIVISION UNDER THE COMPANY’S 2014 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES PERTAINING TO REVIEW OF THE RRM; AUTHORIZING THE CITY’S PARTICIPATION WITH ATMOS CITIES STEERING COMMITTEE IN ANY APPEAL FILED AT THE RAILROAD COMMISSION OF TEXAS BY THE COMPANY; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES IN ANY SUCH APPEAL TO THE RAILROAD COMMISSION; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL.

WHEREAS, the City of College Station, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company’s 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about February 28, 2014, the Company filed with the City its second annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$45.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to investigate issues identified by ACSC in the Company's RRM filing; and

WHEREAS, ACSC attorneys and consultants have concluded that the Company is unable to justify a rate increase of the magnitude requested in the RRM filing; and

WHEREAS, ACSC's consultants determined the Company is only entitled to a \$19 million increase, approximately 42% of the Company's request under the 2014 RRM filing; and

WHEREAS, the Company would only be entitled to approximately \$31 million if it had a GRIP case; and

WHEREAS, the Company's levels of operating and maintenance expense have dramatically risen without sufficient justification; and

WHEREAS, the Company has awarded its executives and upper management increasing and unreasonable levels of incentives and bonuses, expenses which should be borne by shareholders who received a 23% total return on investment in 2013; and

WHEREAS, the Company requested a drastically high level of medical expense that is unreasonable and speculatively based upon estimates; and

WHEREAS, ACSC and the Company were unable to reach a compromise on the amount of additional revenues that the Company should recover under the 2014 RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities deny the requested rate increase; and

WHEREAS, the Company's current rates are determined to be just, reasonable, and in the public interest.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that Atmos Mid-Tex was unable to justify the appropriateness or the need for the increased revenues requested in the 2014 RRM filing, and that existing rates for natural gas service provided by Atmos Mid-Tex are just and reasonable.

Section 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

Section 4. That in the event the Company files an appeal of this denial of rate increase to the Railroad Commission of Texas, the City is hereby authorized to intervene in such appeal, and shall participate in such appeal in conjunction with the ACSC membership. Further, in such event Atmos Mid-Tex shall reimburse the reasonable expenses of the ACSC Cities in participating in the appeal of this and other ACSC City rate actions resulting from the 2014 RRM filing.

Section 5. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 7. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

RESOLVED this 22nd day of May, 2014.

Mayor

ATTEST:

APPROVED:

City Secretary

City Attorney



Legislation Details (With Text)

File #:	14-443	Version:	1	Name:	Sungard Public Sector IVR Interface
Type:	Contract	Status:		Status:	Consent Agenda
File created:	5/5/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of their IVR interface for the SPS Customer Information System module in an amount not to exceed \$10,775.00.				
Sponsors:	Ben Roper				
Indexes:					
Code sections:					
Attachments:	Sungard Contract Amend.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of their IVR interface for the SPS Customer Information System module in an amount not to exceed \$10,775.00.

Presentation, possible action, and discussion regarding approval of a contract with Sungard Public Sector (SPS), formerly Sungard HTE, for the purchase of their IVR interface for the SPS Customer Information System module in an amount not to exceed \$10,775.00.

Relationship to Strategic Goals: Core Services and Infrastructure, Financially Sustainable City

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

Summary: The SPS Customer Information System module is the system in which Utility Bills are generated and payments received. This Interactive Voice Response (IVR) interface will allow the payments that are made through the IVR system, or over the phone, to automatically be reflected on the customer's account.

This contract (09-274) is an Amendment to the H.T.E., Inc. Software and License Agreement dated March 13, 1998 between SPS and the City of College Station. The contract is exempt from competitive bidding by LGC 252.022(a)(7)(A) due to one source based on software copyrights.

Budget & Financial Summary: Funds are available in the Utility Customer Service FY14 operating budget to cover the costs associated with this purchase. Ongoing costs of \$1,730 exist for the maintenance and support of this interface.

Attachments:

Amendment contract for SPS IVR Interface

A copy of the master agreement with SPS is available in the City Secretary's office

Quote Prepared By:

Amanda Fauver
1000 Business Center Drive, Lake Mary, FL 32746
Phone: **Fax:**
Email: amanda.fauver@sungardps.com

Quote #	Presented Date	Valid Until
Q-00006530	5/2/2014	6/30/2014

Quote Prepared for:

Account: College Station, TX COLG
Contact: Courtney Carroll
Address: 310 Krenek Tap Road
College Station, TX 77845
Phone: (979) 764-3560

License Fees

Qty	Product Code	Product Name	Extended Price	Net Price	Maintenance
1	CY-Selectron	NaviLine CIS IVR Credit Card Interface-Selectron	3,050.00	3,050.00	490
1	V2-Selectron	NaviLine CIS Voice Response Interface-Selectron	7,725.00	7,725.00	1,240
Total:				10,775.00	1,730

License Fees
10,775.00
Annual Maintenance (Starting Year Two)
1,730

Total License Fees and Professional Services (Excludes Maintenance)
10,775.00
Total Amount
10,775.00

Comments:

Payment Terms:

License, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the HTE Inc. Software License & Services Agreement, dated March 13, 1998, between SunGard Public Sector Inc. and the City of College Station (together, the "Contract and Agreement"). The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect. Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and

Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

College Station, TX

Signature: _____ **Date:** _____

Printed Name : _____



Legislation Details (With Text)

File #:	14-425	Version:	1	Name:	Price Agreement #14-054 for the Annual Purchase of Field Maintenance Materials
Type:	Bid Award	Status:		Status:	Consent Agenda
File created:	5/2/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, in the amount of \$89,659.00, for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over -seed, infield material, grass seed and turf amendments.				
Sponsors:	Amy Atkins				
Indexes:					
Code sections:					
Attachments:	Bid 14-054 Tabulation.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding awarding the bid and approval of an annual price agreement with BWI Companies, in the amount of \$89,659.00, for the annual purchase of athletic field maintenance materials to include fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments.

Relationship to Strategic Goals:

1. Neighborhood Integrity
2. Sustainable City

Recommendation(s): Staff recommends awarding the bid and approval of the price agreement with BWI Companies for the annual purchase of athletic field maintenance materials.

Summary: In the past, materials for athletic field maintenance have been purchased through various purchase orders, through various vendors. Over time, the amount and cost of these materials has increased. Working with the Purchasing Department, a list of materials was consolidated (fertilizers, chemicals, pesticides, herbicides, winter over-seed, infield material, grass seed and turf amendments) and bid out. Upon approval, a blanket purchase order will be issued to be used throughout the year.

Five (5) sealed, competitive bids were received and opened on April 24, 2014. Staff reviewed the bids and determined that BWI Companies had the most complete bid which met the City’s needs as bid. Several of the other vendors bid lower priced alternate items which did not meet the product requirements in either size or chemical mix as specified in the bid, and were therefore not considered for award. BWI Companies has provided the City with excellent products and service in the past, and the Parks Department is comfortable awarding the bid to them. The bid summary is attached.

Budget & Financial Summary: The budget for the materials is available through the General Fund.

Reviewed and Approved by Legal: Yes

Attachments:

- 1) Bid Tab Number #14-054



City of College Station - Purchasing Division
 Bid Tabulation for #14-054
 "Annual Purchase of Field Maintenance Materials"
 Open Date: Thursday, April 24, 2014 @ 2:00 p.m.

FERTILIZERS (P-Primary, A-Alternate)				BWI Companies			Pennington Seed			John Deere Landscapes			Winfield LLC			Ewing		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS
1P	480	50 LB. BAG	24-6-12 w/ 50% Neutralene (granular) or Equivalent:	\$26.00	\$12,480.00		\$21.08	\$10,118.40	Does not meet Specifications									
			Product Name:															
			Manufacturer:															
			Item Order #:															
1A	475	50 LB. BAG	24-6-12w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$23.50	\$11,162.50		\$18.67	\$8,868.25								\$17.89	\$8,497.75	Bid 24-0-10
			Product Name:															
			Manufacturer:															
			Item Order #:															
2P	440	50 LB. BAG	19-0-19 (granular)	\$12.90	\$5,676.00		\$13.61	\$5,988.40		\$10.81	\$4,756.40							
			Product Name:															
			Manufacturer:															
			Item Order #:															
2A1	500	50 LB. BAG	15-5-10 with 2% FE (granular)	\$13.00	\$6,500.00		\$12.68	\$6,340.00		\$11.53	\$5,765.00					\$12.67	\$6,335.00	
			Product Name:															
			Manufacturer:															
			Item Order #:															
2A2	425	50 LB. BAG	28-3-10 50% SCU (granular)	\$20.86	\$8,865.50		\$19.42	\$8,253.50		\$19.28	\$8,194.00					\$19.41	\$8,249.25	
			Product Name:															
			Manufacturer:															
			Item Order #:															
3P	320	50 LB. BAG	21-0-0 Ammonia Sulfate (granular)	\$10.41	\$3,331.20		\$10.87	\$3,478.40		\$9.75	\$3,120.00					\$9.46	\$3,027.20	
			Product Name:															
			Manufacturer:															
			Item Order #:															
4P	360	50 LB. BAG	20-5-10w 50% Scu Fairway Green Fertilizer-Slow release or Equivalent	\$23.45	\$8,442.00		\$16.33	\$5,878.80								\$17.98	\$6,472.80	
			Product Name:															
			Manufacturer:															
			Item Order #:															
5P	100	50 LB. BAG	0-0-7 .22% Dimension Plus Fertilizer	\$18.81	\$1,881.00		\$18.12	\$1,812.00		\$26.19	\$2,619.00					\$15.92	\$1,592.00	
			Product Name:															
			Manufacturer:															
			Item Order #:															
TOTAL (Items 1P, 2P, 3P, 4P, 5P)				\$31,810.20			\$27,276.00			\$10,495.40			\$0.00			\$11,092.00		



City of College Station - Purchasing Division
 Bid Tabulation for #14-054
 "Annual Purchase of Field Maintenance Materials"
 Open Date: Thursday, April 24, 2014 @ 2:00 p.m.

			BWI Companies			Pennington Seed			John Deere Landscapes			Winfield LLC			Ewing			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS
CHEMICALS																		
1	4	1 LB	Fore Fungicide or Equivalent Product Name: Manufacturer: Item/Order #:	\$398.72	\$1,594.88	Bid unit price as case price. (48 lbs per case = \$8.30/ lb)							\$8.21	\$49.26	1.5 LB increments		\$0.00	
2	1	2.4 LB	Insignia	\$393.45	\$393.45					\$393.45	\$393.45		\$393.45	\$393.45	30.5 oz		\$0.00	
4	1	50 LB	Barricade	\$142.00	\$142.00					\$101.25	\$101.25			\$0.00			\$0.00	
5	1	2.5 Gal.	Spray Dye Indicator	\$192.90	\$192.90					\$55.95	\$55.95		\$79.88	\$79.88		\$88.58	\$88.58	
7	1	1 Pt.	Dismiss South	\$173.85	\$173.85								\$148.00	\$148.00			\$0.00	
TOTAL (Items 1-7)				\$2,497.08						\$550.65			\$670.59			\$88.58		
PESTICIDES																		
1	30	12 LB Bag	Advion	\$284.45	\$8,533.50	Bid 25lb Bag				\$318.43	\$9,552.90	Bid 25lb Bag	\$129.77	\$3,893.10			\$0.00	
2	30	50 LB Bag	Top Choice	\$137.50	\$4,125.00	20+ bags = \$125/bag				\$137.50	\$4,125.00	Buy 2 Get 1 Free for Parks	\$125.00	\$3,750.00	Buy 2 Get 1 Free for Parks. Less than 19 bags = \$137.50/bag	\$68.15	\$2,044.50	30 LB bag Fipronil
3	20	20 LB. Bag	Award	\$262.43	\$5,248.60								\$211.50	\$3,384.00	25 LB bag		\$0.00	
4	5	2 LB	Dupont Advion	\$39.14	\$195.70					\$42.06	\$210.30		\$33.21	\$166.05			\$0.00	
TOTAL (Items 1-4)				\$18,102.80						\$13,888.20			\$11,193.15			\$2,044.50		
HERBICIDES																		
1	5	6.8 LB	Roundup QuikPro	\$70.65	\$353.25					\$101.97	\$509.85		\$72.15	\$360.75			\$79.87	\$399.35
2	1	1 Gal.	Trimec Classic	\$38.77	\$38.77					\$63.38	\$63.38		\$36.28	\$36.28			\$39.97	\$39.97
3	1	1.3 oz	Sodge Hammer	\$63.36	\$63.36					\$75.68	\$75.68		\$80.80	\$80.80			\$99.20	\$99.20
4	1	0.5 Grams	Monument 75wg	\$12.24	\$12.24					\$13.51	\$13.51		\$240.00	\$240.00			\$0.00	
5	10	2.5 Gal.	Prosecutor	\$46.88	\$468.80					\$64.98	\$649.80						\$49.28	\$492.80
6	3	2.5 Gal.	Pre M 3.3 EC	\$87.47	\$262.41					\$90.58	\$271.74		\$84.45	\$253.35			\$74.79	\$224.37
7	3	Gal.	Primo Growth Reg. or Equivalent Product Name: Manufacturer: Item/Order #:	\$283.00	\$849.00					\$157.67	\$473.01	Alternate label sheets attached to bid	\$283.00	\$849.00			\$142.13	\$426.39
TOTAL (Items 1-7)				\$2,047.83						\$2,056.97			\$1,820.18			\$1,682.08		
ADJUVANT																		
1	1	Qt.	Tank Cleaner/Neutralizer or Euvivalent Product Name: Manufacturer: Item/Order #:	\$6.76	\$6.76					\$8.11	\$8.11		\$15.00	\$15.00			\$11.16	\$11.16
2	1	Gal.	Defoamer or Equivalent Product Name: Manufacturer: Item/Order #:	\$6.37	\$6.37	Quart Size Bottle				\$47.20	\$47.20	16 oz bottles x 8 bottles = 1 gallon	\$48.30	\$48.30			\$41.12	\$41.12
TOTAL (Items 1-2)				\$13.13			\$0.00			\$55.31			\$63.30			\$52.28		



City of College Station - Purchasing Division
 Bid Tabulation for #14-054
 "Annual Purchase of Field Maintenance Materials"
 Open Date: Thursday, April 24, 2014 @ 2:00 p.m.

INFIELD MATERIAL				BWI Companies			Pennington Seed			John Deere Landscapes			Winfield LLC			Ewing		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS
1	400	50 Lb. Bag	Plus 5 Athletic Field Marker (chalk) or Equivalent Product Name: Manufacturer: Item/Order #:	\$6.75	\$2,700.00		\$5.47	\$2,188.00		\$6.50	\$2,600.00	Alternate label sheets attached to bid				\$5.75	\$2,300.00	
2	240	50 Lb. Bag	Turface Quick Dry	\$9.76	\$2,342.40		\$8.89	\$2,132.88		\$7.72	\$1,852.80					\$10.39	\$2,493.60	
3	1	50 Lb. Bag	Klacon Infield Conditioner	\$9.35	\$9.35												\$0.00	
4	1	50 Lb. Bag	Diamond Pro Infield Conditioner (red)	\$7.91	\$7.91												\$0.00	
5P	120	50 Lb. Bag	Klay WOG														\$0.00	
5A	120	50 Lb. Bag	Diamond Pro Mound Clay	\$9.16	\$1,099.20		\$8.75	\$1,050.00	Southern Athletic Fields Mar Mound Clay								\$0.00	
6	1	10 Ton	Diamond Pro	\$1,704.00	\$1,704.00												\$0.00	
7	2	15 Ton	Diamond Pro	\$2,215.00	\$4,430.00												\$0.00	
8	3	24 Ton	Diamond Pro	\$3,000.00	\$9,000.00												\$0.00	
TOTAL (Items 1-8)				\$21,292.86			\$5,370.88			\$4,452.80			\$0.00			\$4,793.60		
GRASS SEED				BWI Companies			Pennington Seed			John Deere Landscapes			Winfield LLC			Ewing		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS
1	10	50 Lb. Bag	Hulled Bermuda Seed Product Name: Manufacturer: Item/Order #:	\$267.50	\$2,675.00		\$249.50	\$2,495.00		\$315.00	\$3,150.00		\$143.25	\$1,432.50		\$245.69	\$2,456.90	
2	10	25 Lb. Bag	Riviera Bermudagrass Seed Product Name: Manufacturer: Item/Order #:	\$295.00	\$2,950.00		\$375.00	\$3,750.00					\$317.00	\$3,170.00			\$0.00	
TOTAL (Item 1&2)				\$5,625.00			\$6,245.00			\$3,150.00			\$4,602.50			\$2,456.90		
TURF AMENDMENTS				BWI Companies			Pennington Seed			John Deere Landscapes			Winfield LLC			Ewing		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS	UNIT PRICE	EXTENDED PRICE	EXCEPTIONS
1	160	50 Lb. Bag	Disper-Sul Sulfur Granulars Product Name: Manufacturer: Item/Order #:	\$15.92	\$2,547.20		\$13.75	\$2,200.00						\$0.00				
2	360	50 Lb. Bag	Cal-Sul Gypsum Fairway Product Name: Manufacturer: Item/Order #:	\$7.20	\$2,592.00		\$5.18	\$1,864.80						\$0.00				
3	160	50 Lb. Bag	Vertical Gypsum Product Name: Manufacturer: Item/Order #:	\$19.57	\$3,131.20									\$0.00				
TOTAL (Items 1-3)				\$8,270.40			\$4,064.80			\$0.00			\$0.00			\$0.00		
GRAND TOTAL				\$89,659.30			\$42,956.68			\$34,649.33			\$18,349.72			\$22,209.94		



Legislation Details (With Text)

File #:	14-462	Version:	1	Name:	Verizon Long Distance Services
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	5/15/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a contract with Verizon Business Network Services, Inc. for the purchase of their city long distance phone services in an amount estimated to be no more than \$70,000.00 over two years.				
Sponsors:	Ben Roper				
Indexes:	Long Distance, Verizon				
Code sections:					
Attachments:	Member Participation Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a contract with Verizon Business Network Services, Inc. for the purchase of their city long distance phone services in an amount estimated to be no more than \$70,000.00 over two years.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The city was notified in April by Verizon that the existing Verizon Long Distance Plan [VZ LD (VSSI)] was being discontinued on June 15, 2014 and that the city needed to transition to a new plan to avoid a loss or disruption in long distance service.

The only competitively bid contract available for Verizon service is offered through MiCTA, a purchasing group serving public sector and non-profit entities.

Budget & Financial Summary: Funds are available in current Department operating accounts for long distance phone services. The contract will not require additional funding not currently budgeted for long distance services.

Attachments:
Member Participation Agreement with Exhibit A

Corporate Policy Statement

Policy No.: CPS-103

Issued: December 6, 2010

Subject: Authority to Approve Transactions



APPENDIX 4
VERIZON BUSINESS
CPS-103 LETTER OF DELEGATION OF AUTHORITY
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management [redacted] and
Marsha K Harrell, Senior Consultant, Pricing & Contract Management [redacted]
Lisa M Guignard, Director, Pricing & Contract Management [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2013 and ending on June 30, 2014 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 6/18/13
Signature Date

Anthony Recine [redacted]
Name VZ ID

VP, Pricing & Contract Management [redacted]

Responsibility Code or Cost Center Code

Lisa M Guignard 6/20/13
Delegate's Signature - Lisa M Guignard

Patricia L Myers 6/19/13
Delegate's Signature - Patricia L Myers

Marsha K Harrell 6/19/13
Delegate's Signature - Marsha K Harrell



MEMBER PARTICIPATION AGREEMENT

VERIZON BUSINESS NETWORK SERVICES INC., on behalf of the Verizon affiliates identified herein ("Verizon") 22001 Loudoun County Pkwy. Ashburn, VA 20147

Customer Name: City of College Station Customer Address: 1101 Texas Ave, City Hall College Station, TX 77842

By: Patricia L Myers Name: Patricia L Myers Manager Title: Pricing/Contract Management Date: 5/12/14

Member Number: MTG77842-01 By: see signature page Name: Ben Roper Title: Director of Technology Date:

This Member Participation Contract ("Agreement" or "PC") for Verizon Services, together with any attachments, schedules, and other documents made a part hereof ("Agreement"), is made by and between the above-named Customer and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and its affiliates and successors ("Verizon").

WHEREAS Verizon and MiCTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities, have entered into a Telecommunications and Internet Services Master Agreement ("Master Agreement"), based upon MiCTA's RFP MT TISA 2010 and Verizon's response thereto; and

WHEREAS, under the Master Agreement, Eligible Organizations who enter into a PC with Verizon may purchase from Verizon certain Services (identified in Attachment A to the Master Agreement) at the prices and/or discounts set forth in Attachment B to the Master Agreement; and

WHEREAS the Customer is an Eligible Organization and desires to purchase from Verizon certain Services available under the Master Agreement, and Verizon is willing to provide such Services on the terms and conditions set forth in this PC;

NOW THEREFORE, Verizon and Customer agree as follows:

GENERAL TERMS AND CONDITIONS

- 1. Services. Verizon will provide to Customer the services and products ("Services") identified in Attachment A to this Agreement.
2. Term. The "Term" of this Agreement shall begin on the Effective Date (defined above) and end upon the completion of twenty-four (24) months (the "Initial Term"), at which time the Agreement will be automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon sixty 60 days prior written notice.
3. Tariff and Guide. Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)") and Verizon's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement.
4. Changes to the Guide. If Verizon makes any changes to the Guide that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within sixty (60) days of the date such change is posted on the Website.

5. **Rates and Charges.** For the Services identified in Attachment A, Customer agrees to pay the rates and charges specified in Attachment B to the Master Agreement. In the event (i) Customer receives any Services that are not the subject of rates, charges and discounts expressly set forth in the Master Agreement, or (ii) Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide (or Tariffs, if applicable). As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for Verizon Business Services III ("VBSIII") where applicable. Except where explicitly stated otherwise in the Master Agreement for a particular service, (a) all rates and charges are subject to change, (b) all discount percentages set forth in the Master Agreement are fixed for the Term, (c) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (d) the rates and charges set forth in the Master Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon or a Verizon affiliate, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means (notwithstanding Section 19, Notices, below).

6. **Governmental Charges.** Verizon may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Verizon's service.

7. **Taxes.** All Tax-related provisions of the Guide are specifically incorporated by reference herein. In accordance with the Guide, all charges are exclusive of applicable Taxes (as the term is defined in the Guide), which Customer shall pay. However, if applicable, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives a valid exemption certificate for Customer. If Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, Customer will, within ninety (90) days of the date of the withholding, provide Verizon with official tax certificates documenting remittance of the taxes to the relevant tax authorities. The tax certificates must be in a form sufficient to document qualification of the income or profit tax for the foreign tax credit allowable against Verizon's U.S. corporation income tax, and accompanied by an English translation. Upon receipt of the tax certificate, Verizon will issue Customer a billing credit for the amounts represented thereby.

8. **Early Termination Charges.** If Customer terminates this Agreement before the end of the Term, or terminates Service before the end of the applicable term commitment, for reasons other than Cause, or Verizon terminates this Agreement or Service for Cause pursuant to the Section entitled "Termination," then Customer will pay, within thirty (30) days after such termination: (a) all accrued but unpaid charges incurred through the date of such termination, plus (b) an amount equal to the difference between (i) Customer's total charges prior to the termination based on its applicable term pricing and/or discounts and (ii) what Customer's total charges would have been for that same period based on the applicable month-to-month pricing and/or discounts, plus (c) any waived installation charges, plus (d) a pro rata portion of any and all credits received by Customer, and any termination charges that may be required pursuant to the applicable Service Attachment. For purposes of this Article, a Customer's proper termination pursuant to the Article below entitled "Appropriated Funding" shall be considered a Customer termination for Cause.

9. **Payment.** Customer agrees to pay all Verizon charges (except Disputed amounts, as defined below) within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as Verizon may designate. Amounts not paid or Disputed on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within six (6) months of the invoice date shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by Verizon in collecting, or attempting to collect, any charges owed hereunder.

10. **Termination.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" means Customer's failure to pay any invoice (excluding Disputed amounts) within thirty (30) days after the invoice date, which failure has not been cured within ten (10) days of receiving notice of it. For all other matters, "Cause" means a breach by the other party of any material provision of this Agreement which has not been cured within thirty (30) days after delivery of notice. Verizon may discontinue Service (without limitation) immediately, without notice, if interruption of Service is necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services.

11. **Disconnection of Service.** Customer shall provide prior written notice for the disconnection of Service, as follows. For Service provided exclusively within the United States, Customer must provide thirty (30) days written notice. For all other Service, Customer must provide written notice either (a) of sixty (60) days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the Service Customer is canceling, whichever is longer. Disconnection notices must be labeled conspicuously "Disconnect Request." Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from Verizon within five (5) business days. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in this Agreement.

12. **Confidential Information.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party while this Agreement is in effect, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no

wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order, including but not limited to any open records laws, freedom of information laws, or other "sunshine" laws to which Customer is subject.

13. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

14. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Limitation of Liability.** THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE.

16. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor without the prior written consent of the other party, provided that if Customer assigns this Agreement to an affiliate or successor, then such affiliate or successor must meet Verizon's creditworthiness standards. Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section shall be null and void.

17. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

18. **Governing Law; Disputes.** Except as the Parties may otherwise expressly agree, this Agreement shall be governed by the laws of the state where the Services are provided by Verizon to Customer's locations. Any litigation arising out of or in connection with this Agreement may be brought for trial in any Federal or state court of competent jurisdiction. The parties agree that any such trial shall be without jury. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate, including applicable locally filed Tariffs. Customer acknowledges that Verizon is governed by the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission.

19. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Except as otherwise provided, notices will be deemed to have been given when received. Customer's notice address is provided on Page 1 of this Agreement unless otherwise noted.

To Verizon:

Verizon Business Services
5055 North Point Parkway
Alpharetta, GA 30022
Attn: Thomas Bostick, MiCTA National Acct. Repr.
Tel: 678-259-1464
Email: tom.bostick@verizonbusiness.com

With fax copies to:

Verizon Business Services
22001 Loudoun County Pkwy
Ashburn, VA 20147
Attn: Vice President, Legal
Fax: 703-886-5807

and to:

Verizon Business Services
2477 Gateway Dr., Ste 100
Room Mail Code 105-B
Irving, TX 75063
Attn: Carlton Baker

20. **Acceptable Use.** Use of Verizon's Internet Service(s) and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see www.verizonbusiness.com/terms). Customer shall be liable to Verizon for any losses, damages, claims, costs or expenses sustained or incurred by Verizon resulting from any violation by Customer of the Policy. Each party will promptly notify the other of any such claim.

21. **Domain Names.** Customer shall ensure that its use of any domain name registered or administered on Customer's behalf does not violate the service mark, trademark or other intellectual property rights of any third party. Any violation of this Section is deemed a material breach establishing Cause for termination. Verizon shall have no liability for any claims that may arise from the acts or omissions of domain name registries, registrars or other authorities.

22. **Resellers/Subcontractors.** Verizon agrees to assume ultimate responsibility in all aspects for the performance of all reseller/subcontractors, if any, utilized to provide products and/or services to Customer under this Agreement. Verizon takes the overall responsibility and acts as the single point of contact for services purchased from Verizon under this Agreement including, but not limited to, the following:

- 22.1 Addressing all service and product issues, and providing Customer favorable resolution to any reported problems;

- 22.2 Processing and tracking all Customer purchase orders placed through resellers/subcontractors;
- 22.3 Responding to any/all issues related to delivery, installation, warranty, support, etc. when services and/or products were processed through a reseller / subcontractor; and
- 22.4 Acting as the primary liaison between reseller/subcontractor and/or manufacturer on behalf of the Customer.

23. **Appropriated Funding.** If (a) the Term of this Agreement is greater than one (1) year and (b) Customer is purchasing services hereunder solely with funds that are legislatively-appropriated on a single fiscal year basis and Customer is therefore required by applicable law to reserve the following right in all multi-year purchase contracts, then Customer reserves the right to cancel this Agreement, upon not less than thirty (30) days' notice, whenever such funds have failed appropriation or are otherwise made unavailable to Customer to support continuation or performance in any fiscal year succeeding the first.

24. **Compliance with Law.** Verizon (including its subcontractors, if any) and Customer, shall each at their own expense operate in full compliance with all applicable Federal, State and local laws, rules and regulations. Verizon shall maintain in force all licenses and permits required by the states in which it conducts business.

25. **Financial Stability.** Verizon acknowledges that Customer may rely on Verizon's annual and quarterly financial statements and any required Securities and Exchange Commission Certification Reports as a measure of Verizon's financial strength and ability as an ongoing business concern to fulfill its obligations under this Agreement.

26. **Service Level Agreement (SLA).** Unless Customer and Verizon otherwise expressly agree in writing, Verizon's standard SLAs, if any, for the services/products provided under this Agreement shall apply. Should Customer desire other SLAs to meet their specific organizational requirements, Verizon and Customer may negotiate such SLAs, including: services, features, hardware and/or software to be covered; measurable standards of performance and/or quality of service; Customer/Verizon responsibilities defined; Customer's recourse for system and/or hardware/software failure to meet the SLA; and any other element that is mutually agreed upon by both parties, including any cost adjustments for negotiated SLAs. Any negotiated SLAs shall be made part of this Agreement.

27. **Force Majeure.** Neither party shall be liable for any delay or failure in the performance or provision of Services under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, catastrophe, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

28. **Entire Agreement.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to the Services ordered under this Agreement and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature. Any terms, conditions, or other contents of any purchase order or similar document issued by Customer shall not apply in any way to add to, delete, or modify the terms and conditions of this Agreement, and shall be deemed to be issued only for administrative purposes to reflect Customer's order for the products or services listed herein under the terms of this Agreement.

**ATTACHMENT A
to Member Participation Agreement**

Customer name: City of College Station

1. Service. The Services that Customer may order under this Member Participation Agreement ("Agreement") are those set forth in the MiCTA Master Agreement, including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

2. Services Ordered. The parties acknowledge for informational purposes that the Customer's initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

Verizon Business 1+ Long Distance

- The rates are postalized (not distance sensitive).
- The rates are fixed throughout the term of the contract.
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

INTERSTATE

Two (2) Year Term.

All rates are per minute, based upon call origination and call termination type								
Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw	Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc
On-On	On-Off		Off-On	Off-Off				
0.0168	0.0205	0.0205	0.0205	0.0320	0.0168	0.0168	0.0205	0.0168

TX- Intrastate

Two (2) Year Term.

All rates are per minute, based upon call origination and call termination type								
Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw	Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc
On-On	On-Off		Off-On	Off-Off				
0.0189	0.0422	0.0422	0.0422	0.0684	0.0189	0.0189	0.0422	0.0189

CAC Waiver

Eligible Products: Long Distance Voice Services – Carrier Access Charge

CAC stands for Carrier Access Charge which applies to Multi-Line Business Lines, ISDN PRI lines, and Centrex Lines that are presubscribed to Company service.

Description: Participation Contracts one (1) year or greater, CAC charges will be waived for new and renewing Long Distance Voice customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Long Distance Voice Service.

Waiver does not apply to existing Long Distance Voice customers.

Verizon Business Network Services, Inc.
on behalf of MCI Communications, Inc.
d/b/a Verizon Business Services

[INSERT NAME OF CONTRACTOR]

By: Patricia L Myers
Printed Name: _____ Patricia L Myers
Title: _____ Manager
Date: 5/12/14 Pricing/Contract Management

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



Legislation Details (With Text)

File #:	14-456	Version:	1	Name:	Monograms & More Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	5/7/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 2 acres for Whitley Subdivision, Lots 3A & 3B at 1806 Welsh Avenue from GC General Commercial to CI Commercial Industrial.				
Sponsors:	Morgan Hester				
Indexes:					
Code sections:					
Attachments:	Aerial & SAM.pdf Background Information.pdf Draft Ordinance				

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 2 acres for Whitley Subdivision, Lots 3A & 3B at 1806 Welsh Avenue from GC General Commercial to CI Commercial Industrial.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their May 1, 2014 meeting and voted 5-0 to recommend approval of the rezoning.

Summary: This request is to rezone the property from GC General Commercial to CI Commercial Industrial.

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

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as Urban and Natural Areas - Reserved on the Comprehensive Plan Future Land Use and Character Map. Because floodplain or greenway is not located in this area, the Urban designation can be extended to this area. This property is also located in Growth Area VI which allows for intense commercial development. The proposed rezoning is consistent with this designation.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The proposed rezoning will allow for the expansion of Monograms & More's operation permitted in CI Commercial Industrial. The property to the north is a old shopping center and storage units to the west.
- 3. Suitability of the property affected by the amendment for uses permitted by the district**

that would be made applicable by the proposed amendment: The current zoning designation of GC General Commercial permits a wide range of commercial development; however, because 50% of the property will be utilized for fabrication/storage, a change in zoning to CI Commercial Industrial is necessary to accommodate for this use.

4. Suitability of the property affected by the amendment for uses permitted by the district

applicable to the property at the time of the proposed amendment: The current zoning designation of GC General Commercial permits a wide range of commercial development. The property is located on Welsh Avenue, a 2-lane major collector, and near A&M Consolidated High School, and a rezoning is necessary to meet the property owner's intent to expand the existing business and provide additional manufacturing-related use.

5. Marketability of the property affected by the amendment for uses permitted by the

district applicable to the property at the time of the proposed amendment: The applicant states that the property is marketable with both the current zoning and proposed zoning change. Because Monograms & More wants to expand their business expands with more than 50% of the development operating as a fabrication/warehouse, GC General Commercial is not an appropriate zoning district.

6. Availability of water, wastewater, storm water, and transportation facilities generally

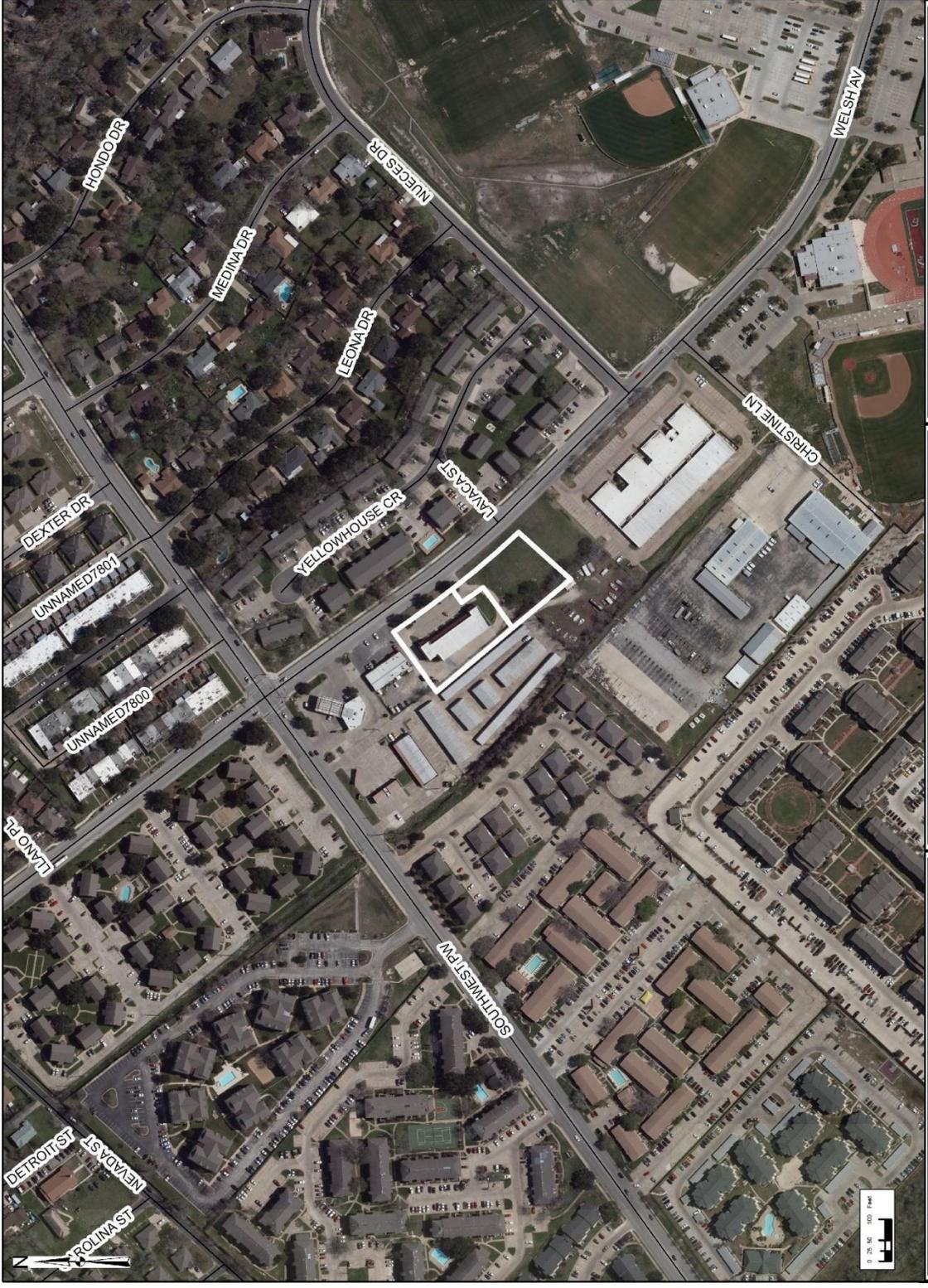
suitable and adequate for the proposed use: There is an existing 6-inch water line coming off of a 12-inch water main on Welsh Avenue available to serve this property. Behind the two lots there is a 6-inch wastewater main that is available to serve the property. The site generally drains to the south to an adjacent unnamed tributary to Bee Creek. Drainage and other site infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Access to the site will be available via Welsh Avenue which is classified as a 2-lane major collector on the City's Thoroughfare Plan.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance



REZONING
Case: 14-079

WHITLEY LT 3A-3B
WELSH AVE

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R&D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MID	Planned Mixed-Use Development	KO	Krenek Tap Overlay

DEVELOPMENT REVIEW

WHITLEY LT 3A-3B
WELSH AVE

Case: 14-079

REZONING



NOTIFICATIONS

Advertised Commission Hearing Date: May 1, 2014
 Advertised Council Hearing Dates: May 22, 2014

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

N/A

Property owner notices mailed: Eight (8)
 Contacts in support: None at the time of the report.
 Contacts in opposition: None at the time of the report.
 Inquiry contacts: None at the time of the report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban	GC General Commercial	Commercial shopping center
South	Natural Areas – Reserved	GC General Commercial	Vacant
East (across Welsh Avenue)	Urban	R-6 High-Density Multi-Family	Storage
West	Natural Areas – Reserved	GC General Commercial	Multi-family development

DEVELOPMENT HISTORY

Annexation: May 1969
Zoning: GC General Commercial
Final Plat: March 1980 – Final Plat
 August 2006 – Replat
Site development: Lot 3A is developed with Monograms & More's office/warehouse.
 Lot 3B is currently vacant.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY TWO (2) ACRES IN THE WHITLEY SUBDIVISION, LOTS 3A AND 3B, GENERALLY LOCATED AT 1806 WELSH AVENUE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 22nd day of May, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

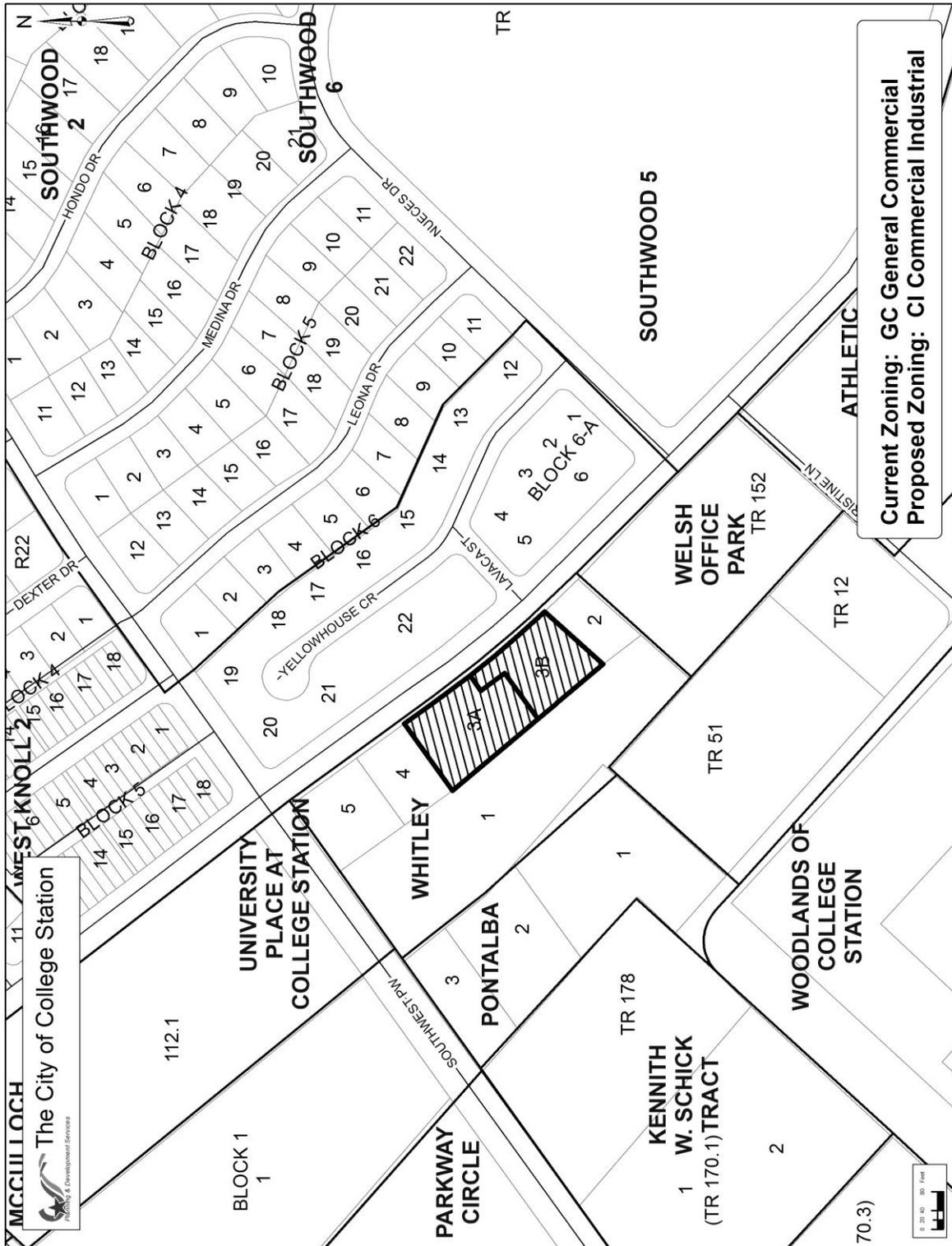
EXHIBIT "A"

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

The following property is rezoned GC General Commercial to CI Commercial Industrial:

Approximately two (2) acres in the Whitley Subdivision, Lots 3A & 3B, generally located at 1806 Welsh Avenue

EXHIBIT "B"





Legislation Details (With Text)

File #:	14-428	Version:	1	Name:	Proposed Standard of Care Ordinance
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	5/2/2014	In control:		In control:	City Council Regular
On agenda:	5/22/2014	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action and discussion regarding a proposed Standard of Care Ordinance for the City's youth programs.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Standards of Care.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion regarding a proposed Standard of Care Ordinance for the City's youth programs.

1. Core Services and Infrastructure

Relationship to Strategic Goals: Staff recommends that Council adopt the proposed Standard of Care Ordinance.

Summary: The Department of Human Services and Department of Protective and Regulatory Services exempts youth programs operated by a municipality from child-care licensing requirements, provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing. Section 42.041(b)(14) Texas Human Resources Code. City staff has drafted the ordinance for adoption.

Budget & Financial Summary: No budget impact

Reviewed and Approved by Legal: Yes

Attachments:

1. Proposed Standard of Care Ordinance

**STANDARDS OF CARE
FOR ELEMENTARY AGE (5 - 13) RECREATION PROGRAMS**

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care set forth herein are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation Programs operated by the City of College Station Parks and Recreation Department, including, without limitation, any summer camp program, any spring break program and any after-school program. The Programs are not licensed by the State of Texas, and shall not be advertised as a child-care facility.

GENERAL ADMINISTRATION

1. Organization.

- A. The governing body of the Youth Programs is the Park and Recreation Department of the City of College Station.
- B. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.
- C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program, Spring Break Program and After-school Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.
- F. Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:
 - (1) a felony or a misdemeanor classified as an offense against a person or family member;
 - (2) a felony or misdemeanor classified as public indecency;
 - (3) any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;
 - (4) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - (5) any offense involving moral turpitude;
 - (6) any offense that would, in the Director's sole opinion, potentially put youth participants or the City at risk.

2. Definitions. For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

- A. *Department* means the Parks and Recreation Department of the City of College Station.
- B. *City Council* means the City Council of the City.
- C. *Director* means the Parks and Recreation Department Director of the City or his or her designee.
- D. *Employee(s)* means people who have been hired to work for the City of College Station and have been assigned responsibility for managing, administering, or implementing some portion of a Program.
- E. *Parent(s)* means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.
- F. *Participant* means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.
- G. *Programs* means all (and *Program* means any of the) elementary age (ages 5 through 13) recreation programs operated by the Department, including, without limitation, the City Summer Camp Program (*Summer Camp Program*), the City Spring Break Camp Program (*Spring Break Program*) and the After-school Program (*After-school Program*).
- H. *Recreation Supervisor* means a full-time Department employee who is a recreation coordinator and has been assigned administrative responsibility for the Programs.
- I. *Program Manual* means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.
- J. *Program Site* means area and facilities where a Program is held, consisting of multiple facilities within the domain of the Department.
- K. *Program Recreation Assistant* means a Department part-time or seasonal employee who has been assigned responsibility by the *Recreation Supervisor* to implement the City's Programs.
- L. *Recreation Manager* means a full-time Department employee and who oversees the Recreation Supervisor and the operation of all Programs.

3. Inspections/Monitoring/Enforcement.

- A. A written inspection report will be prepared by the Recreation Supervisor each month to confirm the Standards of Care are being adhered to.
 - (1) Each monthly inspection report will be sent by the Recreation Supervisor to the Recreation Manager for review.
 - (2) The Recreation Manager will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.

B. The Recreation Manager will make visual inspections of the Programs based on the following schedule:

(1) The Summer Camp Program will be inspected a minimum of two times during the Summer Camp Program's schedule.

(2) The Spring Break Camp Program will be inspected at least once during the Spring Break Camp Program schedule.

(3) The After-school program will be inspected at least once each semester during the schedule for the Program.

C. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Supervisor. The Recreation Supervisor will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Recreation Supervisor. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Recreation Manager, with the complaint and the resolution noted.

4. Enrollment. Before a child can be enrolled in a Program, the parents must sign registration forms that contain the following information about the child:

A. name, address, home telephone number;

B. name and address of parent(s) and telephone number(s) during Program hours;

C. the names and telephone numbers of people to whom the child can be released;

D. a fully executed liability waiver and release.

5. Suspected Abuse.

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Recreation Manager. The Recreation Manager will then immediately notify the Director, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING - RESPONSIBILITIES AND TRAINING

1. Recreation Supervisor Qualifications.

A. The Recreation Supervisor will be a full-time, professional employee of the Department.

B. The Recreation Supervisor must be at least 18 years old

C. The Recreation Supervisor must have received a bachelor's degree from an accredited college or university or have a minimum of 5 years of relatable experience. Acceptable degrees include:

(1) Recreation Administration or General Recreation;

(2) Physical Education; and

(3) Any other comparable degree plan or experience that would lend itself to working in a public recreation environment.

D. The Recreation Supervisor must have at least two years experience planning and implementing recreational activities.

E. The Recreation Supervisor must pass a background investigation, including, including testing for alcohol and illegal and unauthorized drugs.

F. The Recreation Supervisor must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

2. Recreation Supervisor Responsibilities.

A. The Recreation Supervisor is responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. The Recreation Supervisor is responsible to recommend for hire, supervise, and evaluate Program seasonal employees.

C. The Recreation Supervisor is responsible to plan, implement, and evaluate Programs.

3. Program Recreation Assistant Qualifications.

A. Recreation Assistants will be part-time or seasonal employees of the Department.

B. Recreation Assistants working with children must be age 16 or older.

C. Recreation Assistants must be able to consistently exhibit competency, good judgment, and self-control when working with children.

D. Recreation Assistants must relate to children with courtesy, respect, tolerance, and patience.

E. Recreation Assistants must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards.

F. Recreation Assistants must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

4. Recreation Assistants Responsibilities.

A. Recreation Assistants will be responsible to provide Program participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Recreation Assistants will be responsible to know and follow all City, Department, and Program standards, policies, and procedures that apply to the Program.

C. Recreation Assistants must ensure that Program participants are released only to a parent or an adult designated by the parent. The Program Site will have a copy of the approved plan to verify the identity of a person authorized to pick up a Program participant if that person is not known to the Recreation Assistants.

5. Training/Orientation.

- A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. The Recreation Supervisor will provide each Recreation Assistants with a Program manual specific to the applicable Program.
- B. Program employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.
- F. Program employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff-Participant Ratio.

- A. The standard ratio of Program participants to employees will be 15 to 1. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.
- B. Each participant shall have a Program employee who is responsible for the participant and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

2. Discipline.

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There must be no cruel, harsh or corporal punishment or treatment used a method of discipline.
- C. Program employees may use brief, supervised separation from the group if necessary. If separated, however, the program employee and youth cannot be in any "closed" environment.
- D. As necessary, Program employees will initiate discipline reports to the Recreation Supervisor. The Recreation Supervisor will meet with the parent(s) of participant.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.
- F. In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

3. Programming.

A. Program employees will provide activities for each Program group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

B. Program employees will attempt to provide indoor and outdoor time periods that include:

(1) alternating active and passive activities;

(2) opportunity for individual and group activities, and

(3) outdoor time each day as weather permits.

C. Program employees will be attentive and considerate of participants' safety on field trips and during any transportation provided by the Program.

(1) During trips. Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.

(2) Program employees must have a written list of the participants in the Program group and must check the roll frequently.

(3) Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

4. Communication.

A. The Program Site will have a cell phone to allow the Program employees to be contacted by Department recreation employees and vice versa.

B. The Recreation Supervisor will post the following telephone numbers adjacent to a telephone accessible to all Program employees:

(1) City Police Department (Emergency and Non-emergency)

(2) City Fire Department (Emergency and Non-emergency)

5. Transportation.

A. Before a participant may be transported to and from City-sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Program Site.

B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.

C. Program employees will carry a cell phone at all times.

FACILITY STANDARDS

1. Safety.

- A. Program employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

2. Fire.

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Recreation Manager who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.
- C. The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at Program Sites based on the following schedule:
 - (1) Summer Camp Program: A fire drill twice during the session.
 - (2) Spring Break Camp Program: A fire drill once during the session.
 - (3) After-school Program: A fire drill at least once during the semester.

3. Health.

A. Illness or Injury.

- (1) A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to a Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
- (3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified by the City of College Station Risk Management Department.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

C. Toilet Facilities.

(1) The Program Site will have inside toilets located and equipped so participants can use them independently and Program employees can supervise as needed.

(2) An appropriate and adequate number of lavatories will be provided.

D. Sanitation.

(1) The Program facilities will have adequate light, ventilation, and heat.

(2) The Program will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

(3) Program employees will see that garbage is removed from buildings daily.