



Meeting Agenda City Council Regular

Thursday, June 12, 2014

7:00 PM

City Hall Council Chambers

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

Presentation:

- Proclamation recognizing the College Station High School Cougars for winning the Class 3A state baseball championship.

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. **14-488** Presentation, possible action, and discussion of minutes for:
 - May 22, 2014 Workshop
 - May 22, 2014 Regular Council Meeting

Attachments: [WKSHP052214 DRAFT Minutes.pdf](#)
[RM052214 DRAFT Minutes.pdf](#)

- 2b. **14-366** Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and BerryDunn in the amount not to exceed \$645,638.00 for the purposes of providing Project Management services for the replacement of the City's current ERP system. Contract is for 24 months.

Attachments: [BerryDunn.pdf](#)

- 2c. 14-460** Presentation, possible action, and discussion regarding the amendment of Ordinance 2014-3556 located in Chapter 4 "Business Regulations" of the College Station Code of Ordinances, Section 17 titled "Credit Access Businesses". The Amendment would set an annual registration fee of fifty dollars (\$50.00) for each physically separate credit access business within the City limits of College Station, Texas.

Attachments: [Attachment 1 - Proposed CAB Ordinance Amendment.docx](#)

- 2d. 14-469** Presentation, possible action, and discussion regarding an ordinance amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.

Attachments: [Atmos Franchise Amendment](#)

- 2e. 14-472** Presentation, possible action, and discussion regarding approval of a purchase from Accudata Systems for Network Access Control (NAC) system licenses, configuration services and training in the amount of \$62,908.83.

Attachments: [Accudata Quotation.pdf](#)
[DIR-SDD-1502.pdf](#)
[DIR-SDD-1502-appendix-c.pdf](#)

- 2f. 14-474** Presentation, possible action and discussion regarding the approval of annual retreaded tire services from Strouhal Tire Recapping Plant, Inc. through the State of Texas (TxMAS) Tire Contract in the amount of \$70,000.00.

Attachments: [TXMAS Contract Summary - Retreading Services.pdf](#)

- 2g. 14-475** Presentation, possible action and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2014; and providing an effective date.

Attachments: [COCS 2014 CO Debt Issue 5-21-14.pdf](#)
[Notice Resolution](#)

- 2h. 14-476** Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Royder Road/Live Oak Sewer Extension project.

Attachments: [DRR Royder Live Oak Sewer 061214.pdf](#)

- 2i. 14-477** Presentation, possible action, and discussion regarding a Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. in the amount of \$95,000.00 for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.

Attachments: [Ingram Wallis Letter Agreement.pdf](#)

2j. 14-479 Presentation, possible action and discussion on an ILA with the Texas A&M University System to partner in funding a follow-up study to evaluate and improve game day operations pre- and postgame. The City's portion of the project cost is \$35,000.

2k. 14-480 Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Church Avenue and Tauber Street.

Attachments: [4-Way Stop Sign Ord - Map Church @ Tauber.pdf](#)
[4-Way Stop Sign Ord - Church @ Tauber.docx](#)

2l. 14-481 Presentation, possible action and discussion regarding the approval of a Deed without Warranty that will convey an 20' wide (0.195 acres) strip of land located along George Bush Drive to the College Station Independent School District.

Attachments: [Map - Conf Center.pdf](#)
[Deed - Conf Center.pdf](#)

2m. 14-482 Presentation, possible action and discussion regarding the first renewal of the annual price agreement for the Purchase of Crushed Stone for City Streets with Superior Crushed Stone, LC for an amount not to exceed \$462,000.

Attachments: [Renewal Bid 13-072 - 4-22-14.pdf](#)

2n. 14-483 Presentation, possible action, and discussion on a Professional Services Contract with Binkley and Barfield, Inc., in the amount of \$130,705, for the design, bidding, and construction phase services associated with the Eisenhower Street Extension Project.

Attachments: [Eisenhower Extension \(8 5x11\).pdf](#)

2o. 14-484 Presentation, possible action, and discussion regarding the cancellation of blanket purchase order #140005 with Joe Orr, Inc. and the approval of two contracts between the City of College Station and Joe Orr, Inc and Binkley & Barfield, Inc. for a total amount of \$100,000.

Attachments: [14-295 Joe Orr Inc .pdf](#)
[14-296 Binkley Barfield.pdf](#)

2p. 14-489 Presentation, possible action and discussion on the Treasury Management Agreement between the City of College Station and Branch Banking & Trust ("BB&T").

Attachments: [BB&T Ltr of Intent.pdf](#)
[City of College Station TMA Signed by BBT.PDF](#)

- 2q. 14-490** Presentation, possible action and discussion on a notification for a change order from TxDOT on the Rock Prairie Road Bridge project in the amount of \$53,975.55, and authorizing the city manager to execute the acknowledgement notification on behalf of the City Council.

Attachments: [TXDoT Third Party Form.pdf](#)

- 2r. 14-491** Presentation, possible action, and discussion on a bid award for the purchase of steel, fiberglass, and concrete electric distribution poles to Creative Pultrusions, \$143,920.05; KBS Electrical Distributors, \$163,578; RS Technologies, \$317,115.23; and TransAmerican Power Products, Inc., \$106,522 for a total of \$731,135.28.

Attachments: [14-057 Tabulation.pdf](#)

- 2s. 14-495** Presentation, possible action, and discussion regarding a professional services contract with InterraHydro, Inc. in the amount of \$184,815.50 for an investigative study of wastewater collection system capacity in the Northgate and Southwood Valley areas.

- 2t. 14-496** Presentation, possible action, and discussion regarding a reclaimed water supply agreement with Apache Corporation. Related to Workshop item 5.

Attachments: [Reclaimed Water Supply Agreement with Apache Corp_5-29-14.pdf](#)

- 2u. 14-502** Presentation, possible action, and discussion regarding approval of budget transfers between several departments within the General Fund.

Attachments: [Community Services Salaries&Benefits.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. 14-473** Public hearing, presentation, discussion, and possible action 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 changing the zoning district boundaries from R Rural to GS General Suburban and T Townhouse for an approximate 21.8 acre tract of land in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas, generally located at 3270 Rock Prairie Road West.

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

- 2. 14-492** Public hearing, presentation, discussion, and possible action 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 an approximate 2.961 acre tract of land in the Robertson Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas; said tract being the same tract of land called 2.961 acres as described by deed to Aggie Assets, LLC, recorded in Volume 8070, Page 226, of the Official Public Records of Brazos County, Texas, and generally located at 2668 Barron Road from R Rural to GS General Suburban.

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

- 3. 14-500** Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 574.6-square foot drainage and public utility easement on Lot 2, Block F of the College Heights Addition Subdivision according to the plat recorded in Volume 466, Page 145 of the Deed Records of Brazos County, Texas, located at 511 University Drive East.

Attachments: [Vicinity Map.pdf](#)
 [Location Map.pdf](#)
 [Ordinance.docx](#)
 [Exhibit A.pdf](#)

- 4. 14-493** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4, "Business Regulations", Section 4-19, "Rental registration of single-family and duplex dwelling units" of the Code of Ordinances of the City of College Station by including administrative penalties, requiring a notarized affidavit, and authorizing the administrator to request a copy of the lease.

Attachments: [Exhibit A - Rental Registration Ordinance 6-3-2014.docx](#)
 [Rental Registration Ordinance 6-3-2014.docx](#)

- 5. 14-506** Presentation, possible action, and discussion regarding a presentation related to an overview and the associated potential economic impacts of oil and gas resource development.
- 6. 14-516** Presentation, possible action, and discussion on a tentative schedule for a 2015 bond election and the creation of a citizen advisory committee.

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 12th of June 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 6th day of June 2014

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 June 6, 2014 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 _____

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 #: 14-488 **Version:** 1 **Name:** minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/23/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**

Title: Presentation, possible action, and discussion of minutes for:
· May 22, 2014 Workshop
· May 22, 2014 Regular Council Meeting

Sponsors:

Indexes:

Code sections:

Attachments: [WKSHP052214 DRAFT Minutes.pdf](#)
[RM052214 DRAFT Minutes.pdf](#)

| Date | Ver. | Action By | Action | Result |
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Presentation, possible action, and discussion of minutes for:
· May 22, 2014 Workshop
· May 22, 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 22, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham, arrived after roll call

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. 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 4:30 p.m. on Thursday, May 22, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:31 p.m. on Thursday, May 22, 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. Consultation with Attorney to seek legal advice; to wit:

- Legal advice related to a Resolution Denying Rate Increase under the renewed RRM tariff.

C. Deliberation on financial or other incentive negotiations for a business prospect the Council seeks to have locate, stay or expand in or near the City; to wit:

- Economic incentives for a proposed development located in the One Health Plus Biocorridor.
- Economic incentives for a proposed development located near the intersection of College Avenue and University Drive.

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

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

No action was required from Executive Session.

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

Items 2b, 2h, and 2w were pulled for clarification.

2b: Randall Heye, Economic Development Manager, clarified tax abatement as an economic tool.

2h: Donald Harmon, Director of Public Works, clarified that unseen site conditions are responsible for the change order.

2w: Ben Roper, Director of IT, explained the long distance contract with AT&T and the options being negotiated.

5. Presentation, possible action, and discussion regarding automated metering infrastructure (AMI).

Timothy Crabb, Director of Electric Utility, updated the Council on the benefits and challenges of using an Automated Metering Infrastructure. The cost for implementing this program was also discussed.

Staff recommended they continue to monitor the technology advances of AMI systems, and utilize the City's budget process to set the priorities for AMI and other proposed capital projects.

6. Presentation, possible action and discussion regarding the 2014-2015 Texas Amateur Athletic Federation (TAAF) Games of Texas (GOT) to be hosted by the City of College Station, City of Bryan and Texas A&M University.

Kelly Kelbly, Parks and Recreation Manager, briefed the Council on the 2014-2015 Texas Amateur Athletic Federation (TAAF) Games of Texas (GOT), a sports festival created for Texas' amateur athletes. Sponsorships have been obtained, with the National Guard as the Platinum Sponsor for \$25,000. Corpus Christi received \$15.75 million in economic impact in 2012/2013. The budget is estimated at \$50,000 - \$75,000. It was noted that HOT funds (\$50,000) are allocated in the FY14 PARD budget for this year's event, and Staff will provide a fully detailed budget after the 2014 GOT.

Mayor Berry recessed the workshop at 7:00 p.m.

The Workshop reconvened at 7:45 p.m.

7. Presentation, possible action, and discussion regarding the Lick Creek Hike and Bike Trail project status.

Donald Harmon, Director of Public Works, updated the Council on the Lick Creek Greenway Trail project and noted that the final design plans have been completed, and the bid package is nearing completion.

8. Presentation, possible action, and discussion regarding the Lick Creek Nature Center project status.

Donald Harmon, Director of Public Works, updated the Council on the Lick Creek Nature Center project and reported that the final design plans have been completed, and the bid package is nearing completion. Funds for this project are budgeted in the Parks Capital Improvement Projects Fund in the amount of \$2,495,000. A total of \$401,210 has been expended or committed to date, leaving a balance of \$2,093,790 for the construction of this project.

9. Council Calendar

- **May 23** **2014 Arbor Day & Memorial Tree Celebration at Hamilton Memorial Park - Park Hudson Trail 10:00 a.m.**
- **May 24** **Starlight Music Series at Wolf Pen Creek Amphitheater 7:00 p.m.**
- **May 26** **City Offices Closed - Memorial Day**
- **May 28** **Citizens Fire Academy Graduation at Utility Meeting & Training**

- Facility - 1603 Graham Road 6:30 p.m.**
- **May 30 Retirement Reception - Pete Vanecek at Wolf Pen Creek Green Room - 1015 Colgate Drive 3:00 p.m.**
 - **May 31 Vietnam War Memorial Dedication at Veterans Park 10:00 a.m.**
 - **June 2 Bicycle, Pedestrian & Greenways Advisory Board Meeting at Council Chambers**
 - **June 4 B/CS Chamber of Commerce Transportation Forum Prop 1 at BVCOG Conference Room 11:00 a.m.**
 - **June 6 Retirement Reception Officer LaKedreia Johnson at Council Chambers 2:00 p.m.**
 - **June 7 Starlight Music Series at Wolf Pen Creek Amphitheater 7:00 p.m.**
 - **June 12 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 Benham asked for a cost estimate to complete our right-of-way surveys.

Councilmember Aldrich asked to add the pledge to the Texas flag to the agenda.

Councilmember Nichols asked for an update on the University Drive Phase 2 project, and to discuss the naming rights and funding/endowments for City facilities.

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.

Mayor Berry reported on the Blinn College Brazos Valley Advisory Committee.

Councilmember Schultz reported on the RVP.

Councilmember Mooney reported on the CVB.

Councilmember Nichols reported on the Brazos Valley Health Department.

Councilmember Brick reported on the Transportation Committee and the Intergovernmental Committee.

Councilmember Benham reported on the Technology Council.

12. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:27 p.m. on Thursday, May 22, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MAY 22, 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 7:11 p.m. on Thursday, May 22, 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 proclaiming May 18-24, 2014 as National Public Works Week.

Mayor Berry presented a proclamation to Donald Harmon, Director of Public Works, and members of his staff, proclaiming May 18-24 as National Public Works Week.

Citizen Comments

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Chief Warrant Officer Johnny Villareal Mata.

Shannon Overby, 8408 Whiterose Court, spoke on behalf of the CVB and noted tourism dollars equate to \$740/per Texas household in taxes each year. She congratulated Mayor Berry and Councilmember Schultz for winning the HEB Showdown, which represents how many groceries can be purchased for \$800.

Zachary Schertz, 3530 Midwest, Bryan, asked questions related to items on the agenda. He was referred to staff.

CONSENT AGENDA

Carla Robinson, City /Attorney, provided new information on item 2w. The contract is for a two-year term, and after that, either party can terminate with a 60-day notice. Termination can be requested during the two-year term with a penalty for early termination. /In response to Councilmember Benham, Ben Roper, Director of IT, stated he is not comfortable with delaying consideration of this item. /

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

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

2b. Presentation, possible action, and discussion on Resolution 05-22-14-2b, regarding the City's Tax Abatement Guidelines.

2c. 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 Resolution 05-22-14-2c, declaring intention to reimburse certain expenditures with proceeds from debt.

2d. 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.

2e. 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. Presentation, possible action, and discussion on Ordinance 2014-3571, 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.

2g. Presentation, possible action, and discussion regarding approval of Resolution 05-22-14-2g, authorizing City staff to negotiate for the purchase of right-of-way needed for the Nimitz Street Rehabilitation Project.

2h. 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.

2i. Presentation, possible action, and discussion on Resolution 05-22-14-2i, approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$13,700.00.

2j. 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.

2k. 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.

2l. Presentation, possible action, and discussion regarding Resolution 05-22-14-2l, 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.

2m. 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. 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.

2o. 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.

2p. 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.

2q. 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.

2r. 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.

2s. 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).

2t. Presentation, possible action, and discussion regarding adoption of Resolution 05-22-14-2t, denying the rate increase requested by Atmos Energy.

2u. 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.

2v. 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.

2w. 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.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Mooney, 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 2014-3572, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 2 acres for Whitley Subdivision, Lots 3A & 3B at 1806 Welsh Avenue from GC General Commercial to CI Commercial Industrial.

Morgan Hester, Planning and Development Services, reported this request is to rezone the property from General Commercial to Commercial Industrial.

The Planning and Zoning Commission considered this item at their May 1, 2014 meeting and voted 5-0 to recommend approval of the rezoning.

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

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3572, amending Chapter 12, “Unified Development Ordinance,” Section 4.2, “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 2 acres for Whitley Subdivision, Lots 3A & 3B at 1806 Welsh Avenue from GC General Commercial to CI Commercial Industrial. The motion carried unanimously.

2. Public Hearing, presentation, possible action and discussion regarding Standard of Care Ordinance 2014-3573 for the City's youth programs.

David Schmitz, Director of Parks and Recreation, reported that 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.

At approximately 7:45 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:45 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council seven (7) for and none (0) opposed, to move adopt Ordinance 2014-3573, establishing a Standard of Care. The motion carried unanimously.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:45 p.m. on Thursday, May 22, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 14-366 **Version:** 1 **Name:** BerryDunn ICE Project Manager Services Contract
Type: Contract **Status:** Consent Agenda
File created: 4/3/2014 **In control:** City Council Regular
On agenda: **Final action:**

Title: Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and BerryDunn in the amount not to exceed \$645,638.00 for the purposes of providing Project Management services for the replacement of the City's current ERP system. Contract is for 24 months.

Sponsors:

Indexes:

Code sections:

Attachments: [BerryDunn.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and BerryDunn in the amount not to exceed \$645,638.00 for the purposes of providing Project Management services for the replacement of the City's current ERP system. Contract is for 24 months.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract

Summary: The city conducted a search and selected a contract worker to serve as the ERP system replacement project manager. This worker subsequently was hired to a different full time city position. Due to the established working relationship with BerryDunn through the ERP requirements definition, RFP process and contract negotiations, the city selected BerryDunn to provide Project Management services for the duration of the expected project.

Budget & Financial Summary: Funding for this project is included in the Facilities and Technology Capital Projects Fund as part of the ERP Replacement Project, CO 1204. It is anticipated that the project will be funded with a combination of long term debt as well as current resources from the General Fund and Utility Funds.

Attachments:

1. BerryDunn PM Contract

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City") and **Berry, Dunn, McNeil, and Parker, LLC** (dba BerryDunn) (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for Project Management Oversight of the City's ERP System Implementation (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. Invoices shall be submitted to the City on or before the 15th of each month for services provided in the previous month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed **Six Hundred Forty Five Thousand Six Hundred Thirty Eight Dollars and 00 cents (\$ 645,638.00)**.

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager.

1.05 a. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

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

c. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.06 Except as provided in Article VI hereinbelow, the Contractor shall complete all of the work described in Exhibit "A" based on a twenty-four (24) month ERP implementation.

1.07 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks included in Exhibit A reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V Insurance

5.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to

property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "C"**.

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE VII

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

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of College Station
Attn: Jeff Kersten
P.O. Box 9960
College Station, Texas 77842

Contractor:
Berry, Dunn, McNeil, and Parker, LLC
Attn: Timothy Masse
100 Middle Street
Portland, ME 04104

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

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

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

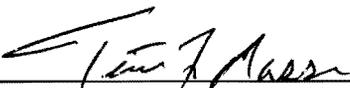
7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

BERRY DUNN MCNEIL PARKER LLC

CITY OF COLLEGE STATION

By: 
Printed Name: Timothy F. Masse
Title: Principal
Date: April 1, 2014

By: _____
City Manager
Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A

SCOPE OF SERVICES ICE Project Management Services

BerryDunn will serve in a project management role during the new ERP System implementation, referred to as the Integrate City Efficiency (ICE) Project. This means that BerryDunn will act on the City's behalf as project manager. The BerryDunn Project Manager will lead the ERP Project Team by providing overall direction, planning, coordination, and execution of the project while ensuring consistency with city strategy, commitments and goals. The Project Manager will set deadlines, assigns responsibilities and monitor progress for the ERP system implementation. In addition, the Project Manager will work in collaboration with City staff to evaluate and recommend changes to current and future system requirements to meet organizational needs.

The City reserves the right to interview and approve the BerryDunn nominated Project Manager, both initially and if any changes occur during the time covered by this Agreement.

The BerryDunn Project Manager will lead and actively participate in the activities and services presented in Table 1. For those activities indicating the creation of project documents, the BerryDunn Project Manager will provide template documents and work with vendors and the city staff to develop completed documents.

Table 1: BerryDunn Full-Time Project Management Services

| Project Management Deliverable | Description |
|---------------------------------------|--|
| Project Charter | The Project Charter will define the scope of the project, outline the City's goals and objectives, document project influences (e.g., constraints, assumptions, and known risks), describe anticipated impacts to the City, and identify project stakeholders. |
| Project Work Plan and Schedule | The Project Work Plan will address the project team organization, staffing plan, and agreed upon procedures related to the management of resources, scope, schedule, communication, risk, and quality. The Project Schedule will provide a timeline for completion project phases, milestones, and BerryDunn deliverables within the scope of the contract. |
| Project Communication Plan | The Project Communication Plan will describe the information needs of the various City stakeholders involved with the project and set forth planned communications to address stakeholder needs. This Plan will serve as a critical tool for effectively managing and promoting the adoption of change amongst stakeholders. |
| Project Implementation | The Implementation Plan will incorporate the City's and the |

| | |
|---|--|
| Plan | implementation vendor's project planning and contractual documents and provide a detailed roadmap to guide the implementation. |
| Project Management Tools | BerryDunn will provide the City an on-line project management portal, utilizing Project Management Institute (PMI) and Project Management Body of Knowledge (PMBOK) accepted best practices and tools for project management. |
| Monthly Project Management Status Reports | Throughout the entire engagement, BerryDunn will develop Monthly Status Reports to report on implementation activities, including project risks and issues, project budget, project schedule, upcoming tasks and milestones as well as planned activities. |
| Risk Management | BerryDunn will develop and maintain a risk register as part of the monthly status reporting process to proactively identify, manage, and mitigate project risks. |
| Project Budget | BerryDunn will lead and assist the City in development and administration of a detailed project budget to be included in the monthly Status Reports |
| Testing Plan and Completion of Testing | BerryDunn will collaborate with the implementation vendor to develop a Testing Plan, facilitate testing, and participate in test processes and quality assurance activities |
| Training Plan and Completion of User Training | BerryDunn will collaborate with the implementation vendor to develop, facilitate, and administer an Education Plan |
| Project Close Out and Lessons Learned Report | BerryDunn will conduct a project close-out meeting with the City's Project Team to discuss lessons learned, ensure the City has received all deliverables due, and transfer knowledge and tools to the City. BerryDunn will document project close activities, including lessons learned and recommendations, in a Project Close-out Report. |
| Review Implementation Vendor Deliverables | BerryDunn will lead the review of the implementation vendor's deliverables. BerryDunn will prioritize their findings into one of three types: Red (show stopper findings that, from BerryDunn's PM perspective, should be corrected prior to the City formally accepting the deliverable as complete); Yellow (important finding to be addressed, but should not prevent acceptance of the deliverable); and Green (findings typically related to grammar, spelling, and format). BerryDunn will review seven vendor deliverables. (Project Plan, Change Management Plan, Resource Plan, Education Plan, |

| | |
|--|---|
| | Communication Plan, Risk Plan, Test Plan and Conversion Plan. |
|--|---|

In addition to the activities and tasks summarized above, the BerryDunn PM will take the lead in working with the ERP vendor(s) and the City Project Team on the following tasks:

- Schedule and coordinate meetings, information sessions and briefings as needed
- Manage the project budget
- Manage project resource allocation
- Plan and Schedule project timelines
- Assist in the resolution of conflicts within and between stakeholders, functional areas and the ERP vendor
- Work with the ERP vendor and the city’s Change Management Team to develop and implement a Change Management plan

City Roles and Responsibilities

The City will have the following roles and responsibilities regarding BerryDunn’s serving as ICE Project Manager:

- Review and approve BerryDunn deliverables
- Collaborate on the development and updating of the various Project-related Plans
- Collaborate with BerryDunn and the implementation vendor in the identification of gaps in functionality of the vendor software and the City’s desired future business processes
- Collaborate with BerryDunn in maintaining stakeholder communications, based on the agreed upon Communication Plan
- Collaborate, coordinate, and participate in all testing and quality assurance activities as directed by BerryDunn and the implementation vendor
- Coordinate City staff participation in training activities and resources and participate in training
- Provide BerryDunn Project Manager with office space and office furnishings and equipment equivalent to that provided to City staff
- Appoint a primary Point of Contact for coordination of project management activities and city staff, as required

Reporting Structure

The BerryDunn PM will report to the Project Sponsor for performance and accountability purposes. Day-to-day coordination will be accomplished through the City designated Point of Contact.

Assumptions

- City resources will participate in all required project activities.
- Maintaining project schedule is dependent on overall project funding being available as needed.

Exhibit B

PAYMENT TERMS

BerryDunn will progress bill the City on or before the 15th of each month for services provided in the previous month.. Travel expenses will be billed on a monthly basis as incurred.

Project Cost Estimates

Estimated fees for the project management services included in this SOW are shown in Table 2 below. The hour estimates are based on BerryDunn’s experience with similar projects. BerryDunn will not charge for time spent traveling, so these costs are reflective only of the time BerryDunn team members will be working on the City’s project. The cost estimates are based on a 24-month implementation and do not include travel-related expenses, which are estimated in Table 3.

Table 2: Fees for Option 2 – Full- Time Project Management

| Services | Cost |
|--|------------------|
| Project Management (3,264 hours, 94 weeks) <ul style="list-style-type: none"> • Two weeks of on-site time each month (56 hours, 28 hours per week) • Two weeks of off-site time each month (80 hours) • Lead Weekly Project Team Meetings • Review of Implementation Vendor Deliverables • Monthly Project Status Reports and On-Site Project Management Activities • User Acceptance Testing (UAT) Training Oversight | \$584,582 |
| Estimated number of onsite trips is 48. | |
| Total | \$584,582 |

Table 3: Travel Expense Estimates

| Expense Category | Price | Units per Trip | Total |
|---|--------------|-----------------------|-----------------|
| Airfare | \$420 | 1 ticket | \$420 |
| Hotel | \$97 | 3 nights | \$388 |
| Rental Car | \$60 | 4 days | \$240 |
| Per Diem (per Federal GSA rates) | \$56 | 4 days | \$224 |
| Estimated per onsite trip cost (assumes average 3 days onsite) | | | \$1,272 |
| Estimated Travel and Expense Cost | | | \$61,056 |

Exhibit C

Insurance Requirements

I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

IV. General Requirements Applicable to All Policies.

- A. Only insurance carriers licensed and authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis for property damage only.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and authorized to do business in the State of Texas
 - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - 3. All endorsements and coverages are included according to the requirements of this Contract

4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
-
- G. The City of College Station, its officials, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.
-
- V. **Commercial General Liability** requirements:
- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
 - B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
 - C.
 - D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - E. The coverage shall include but not be limited to premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); Host Liquor Liability and Personal and Advertising Injury.
 - F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policies held or obtained by the City.
-
- VI. **Business Automobile Liability** requirements:
- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
 - B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
 - C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
 - D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.
-
- VII. **Workers' Compensation Insurance** requirements:
- A. Workers' Compensation insurance shall include the following terms:
 1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, access to a 24-month extended reporting period shall be required and a retroactive date must be shown on the certificate of liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2014

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

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

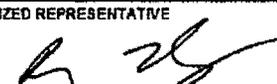
| | | |
|---|--|--|
| PRODUCER Aon Insurance Services 159 East County Line Rd. Hatboro, PA 19040-1218 | CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Berry Dunn McNeil & Parker, LLC 100 Middle Street Portland, ME 04103 | INSURER A: Continental Casualty Company NAIC # 20443 | |
| | INSURER B: North River Insurance Company 21105 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

| | | |
|------------------|----------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: |
|------------------|----------------------------|-------------------------|

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

| INSR LTR | TYPE OF INSURANCE | ADJL INSR | SUBRN WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------|-------------------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS CY-TER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| X | Professional Liability | | | APL-188112791 557-100355-5 | 04/01/2014 | 04/01/2015 | \$8,000,000 per claim / \$8,000,000 annual aggregate |

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

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

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Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--------------------------|
| File #: | 14-460 | Version: | 1 | Name: | Credit Access Businesses |
| Type: | Ordinance | Status: | | Status: | Consent Agenda |
| File created: | 5/13/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action, and discussion regarding the amendment of Ordinance 2014-3556 located in Chapter 4 "Business Regulations" of the College Station Code of Ordinances, Section 17 titled "Credit Access Businesses". The Amendment would set an annual registration fee of fifty dollars (\$50.00) for each physically separate credit access business within the City limits of College Station, Texas. | | | | |
| Sponsors: | Debbie Eller | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Attachment 1 - Proposed CAB Ordinance Amendment.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding the amendment of Ordinance 2014-3556 located in Chapter 4 "Business Regulations" of the College Station Code of Ordinances, Section 17 titled "Credit Access Businesses". The Amendment would set an annual registration fee of fifty dollars (\$50.00) for each physically separate credit access business within the City limits of College Station, Texas.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary: The Credit Access Business Ordinance 2014-3556 was approved by Council at their February 27, 2014 meeting and will go into effect on August 27, 2014. This Amendment would establish a registration fee of \$50.00 for each physically separate credit access business within the City limits of College Station, Texas. The amendment would allow the fee to be periodically reviewed and adjusted should the City find it necessary.

Budget & Financial Summary: N/A

Attachments:

1. Proposed Ordinance Amendment

ORDINANCE NO. 2014 - 3556

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS", 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 4, "Business Regulations", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 4, "Business Regulations", Section 4-17, "Credit Access Business", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding (i.e. subsection 4-17, paragraph F,) as set out hereafter to read as follows:

F. Registration Required

A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of fifty dollars (\$ 50.00), which may be amended from time to time by resolution or ordinance, is established for each physically separate credit access business within the City limits of College Station, Texas.



Legislation Details (With Text)

File #: 14-469 **Version:** 1 **Name:** Amendment to Atmos Franchise
Type: Franchises **Status:** Consent Agenda
File created: 5/21/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding an ordinance amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.
Sponsors:
Indexes: Atmos, Franchise
Code sections:
Attachments: [Atmos Franchise Amendment](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding an ordinance amending the existing natural gas franchise ordinance between the City of College Station and Atmos Energy Corporation.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the ordinance

Summary:

On March 13, 2014 Council approved the first reading of an ordinance granting Atmos Energy a non-exclusive natural gas franchise. On March 27, 2014 Council approved the second reading of that ordinance. Staff is requesting that Council amend Atmos' Franchise agreement in order to clarify some language related to the technical definition of "Gross Revenues." These changes will make the definitions more consistent with the way the terms were defined in the previous franchise agreement.

Staff has been in frequent contact with Atmos regarding these changes and Atmos is in concurrence with the proposed changes.

Budget & Financial Summary: There will be no financial impact. These definitional changes are consistent with the definitions used in the previous agreement with Atmos.

Attachments:

1. Atmos Franchise Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EXISTING GAS FRANCHISE BETWEEN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, AND ATMOS ENERGY CORPORATION TO PROVIDE FOR A DIFFERENT DEFINITION OF GROSS REVENUES; PROVIDING FOR ACCEPTANCE BY ATMOS ENERGY CORPORATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Atmos Energy Corporation (“Company”) is engaged in the business of furnishing and supplying gas to the general public in the City of College Station (“City”), including the transportation, delivery, sale, and distribution of gas in, out of, and through the City for all purposes, and is using the public streets, alleys, grounds and rights-of-ways within the City for that purpose under the terms of a franchise ordinance duly passed by the governing body of the City and duly accepted by Company; and

WHEREAS, on March 27, 2104, the City passed and Company duly accepted Ordinance No. 2014-3559;

WHEREAS, the City and Company desire to amend said franchise ordinance to provide for a different definition of Gross Revenues in Section 1.9;

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

SECTION 1: Section 1.9 of Ordinance No. 2014-3559 is deleted in its entirety and replaced with the following:

- (a) All revenues billed by the Company from the sale of gas to all residential and commercial customers (excluding gas sold to governmental customers, industrial customers, and to any another non-affiliate gas utility in the City for resale to its customers within the City) within the City including base rate revenues and revenues from the Company’s purchased gas adjustment tariff;
- (b) Contributions in aid of construction; and
- (c) “Gross Revenues” shall also include state gross receipts tax and the following “miscellaneous charges”: to connect, disconnect or reconnect gas and charges to handle returned checks from consumers within the City.

- (d) "Gross Revenues" shall not include:
- i. revenues billed but not ultimately collected or received by the Company;
 - ii. the revenue of any affiliate or subsidiary of the Company;
 - iii. sales tax and franchise fees paid to the City;
 - iv. interest or investment income earned by the Company; and
 - v. monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Public Rights-of-Way.

SECTION 2: In all respects, except as specifically and expressly amended by this ordinance, the existing effective franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by the Company shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided therein.

SECTION 3: Company shall, within thirty (30) days from the receipt of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary in substantially the following form:

To the Honorable Mayor and City Council:

Atmos Energy Corporation, acting by and through the undersigned authorized officer, hereby accepts in all respects, on this the ____ day of June, 2014, Ordinance No. _____ amending the current gas franchise between the City and Atmos Energy Corporation.

Atmos Energy Corporation

By _____

Vice President, Mid-Tex Division

SECTION 4: It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, this the ___ day of May, 2014, at which meeting a quorum was present and voting.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|----------------------|
| File #: | 14-472 | Version: | 1 | Name: | NAC Purchase |
| Type: | Contract | Status: | | Status: | Consent Agenda |
| File created: | 5/21/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action, and discussion regarding approval of a purchase from Accudata Systems for Network Access Control (NAC) system licenses, configuration services and training in the amount of \$62,908.83. | | | | |
| Sponsors: | Ben Roper | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Accudata Quotation.pdf DIR-SDD-1502.pdf DIR-SDD-1502-appendix-c.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding approval of a purchase from Accudata Systems for Network Access Control (NAC) system licenses, configuration services and training in the amount of \$62,908.83.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This purchase is part of the Network and Data Security Upgrade Project, CO 1202. This capability will provide greater visibility into devices on the network and will prevent rogue devices from being placed on the network.

This purchase will use Texas Department of Information Resources Contract DIR-SDD-1502.

Budget & Financial Summary: Funds are available in the Network and Data Security Upgrade Project, CO 1202.

Attachments:
Accudata Quote

Embedded Secure Document

The file <https://collegestation.legistar.com/View.ashx?M=F&ID=3102790&GUID=0F0455FF-B20E-4E6A-AE4A-59235535CB79> is a secure document that has been embedded in this document. Double click the pushpin to view.



STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES

Business Security Solutions LLC

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Business Security Solutions LLC (hereinafter "Vendor"), with its principal place of business at 974 Campbell Road, Suite 100, Houston, Texas 77024.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-153, on December 18, 2009, for Data Communications & Telecommunications Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-153 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-153, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-153, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Customer Discount includes the DIR administrative Fee specified in Section 5.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one and one quarter percent (1.25%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$1,250.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon

written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Dilnar Menesse
Business Security Solutions LLC
974 Campbell Road, Suite 100
Houston, TX 77024
Phone: (713) 827-7087
Facsimile: (713) 827-7087
Email: dilnar.menesse@biz-sec.com

7. Software License

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher."**

8. Intellectual Property Matters

A. Definitions

1. “Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer’s benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to

Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and

things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to

assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

This Contract is executed to be effective as of the date of last signature.

Business Security Solutions LLC

Authorized By: Signature on File

Name: Larry Dannemiller

Title: President

Date: 9/15/10

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 9/16/10

Legal: mz 9/16/10

| APPENDIX C - PRICING INDEX TO DIR-SDD-1502 Amendment #2 Accudata Systems, Inc. | |
|--|--|
| Manufacturer/Product Line/Product Category | Customer Discount % off MSRP |
| Hardware | |
| Bradford Networks | 32.30% |
| Cymphonix | 23.75% |
| Datacom | 23.75% |
| Maintenance | |
| Bradford Networks | 4.75% |
| Cymphonix | 4.75% |
| Datacom | 4.75% |
| Services | |
| Technical Services | 4.75% |
| Training | 4.75% |



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|---------------------------------|
| File #: | 14-474 | Version: | 1 | Name: | Annual Tire Retreading Services |
| Type: | Presentation | Status: | | Status: | Consent Agenda |
| File created: | 5/22/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action and discussion regarding the approval of annual retreaded tire services from Strouhal Tire Recapping Plant, Inc. through the State of Texas (TxMAS) Tire Contract in the amount of \$70,000.00. | | | | |
| Sponsors: | Jeff Kersten | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | TXMAS Contract Summary - Retreading Services.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion regarding the approval of annual retreaded tire services from Strouhal Tire Recapping Plant, Inc. through the State of Texas (TxMAS) Tire Contract in the amount of \$70,000.00.

Relationship to Strategic Goals: (Select all that apply)

1. Financially Sustainable City

Recommendation(s): Staff recommends approval to purchase retread tire services from Strouhal Tire Recapping Plant, Inc. through the Texas Multiple Awards Schedule (TxMAS) Contract (#TxMAS-11-23V070). The estimated annual expenditure of \$70,000.00 is based on the average amount spent on retreading truck tires since June 2013 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: Strouhal Tire Recapping Plant, Inc. is the local (College Station and Bryan, TX) TXMAS contract dealer for retreading tire service. TXMAS contracts are developed from contracts that have been competitively bid and awarded by the federal government or any other governmental entity of any state. The contracts offer access to multiple vendors providing commodities and services at the most favored customer prices. Texas Government Code §2155.504, *Use of Schedule by Government Entities*, states that a State agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this section satisfies any requirement of State law relating to competitive bids or proposals. Contingent upon Council approval, a blanket purchase order will be issued for the term of June 13, 2014 through May 12, 2015.

Budget & Financial Summary: Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

Reviewed and Approved by Legal: Yes.

Attachments: Summary of TXMAS Contract #TXMAS-11-23V070



STROUHAL TIRE RECAPPING PLANT, INC. - BRYAN
Contract [TXMAS-11-23V070-20](#)

Dealer for:

MICHELIN NORTH AMERICA, INC.

[On-Line Catalog/Order Processing](#)

TIRES

Corporate Office:
 MICHELIN NORTH AMERICA,
 INC.
 ONE PARKWAY SOUTH
 GREENVILLE SC 29602-9001
 USA

Send PO to:
 STROUHAL TIRE PLANT, INC.
 2708 WEST HWY. 21
 BRYAN TX 77803
 USA
 Vendor ID: 17417182312

Invoice From:
 STROUHAL TIRE RECAPPING
 PLANT, IN.
 2708 WEST HWY. 21
 BRYAN TX 77803
 USA
 Vendor ID:

Delivery: 30 DAYS ARO

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: STROUHAL TIRE RECAPPING
 PLANT, INC. - BRYAN
 P O BOX 4918-6
 HOUSTON TX 77210-4918
 USA
 Vendor ID:

Vendor ID: 17417182312

Business
 Type: Small

DUNS #: 073011887

Effective: 7/16/2011

'CONTACT: DON C. STROUHAL, SR.
 Phone 979-532-1579
dstrouhal@strouhaltire.com

TxMAS Contract Pricing for Tire Retreading:

| | | | |
|--------|-------------|--------------------|----------|
| #77267 | 11R22.5 | PXDHT COC RETREAD | \$174.00 |
| #66231 | 11R22.5 | PXDEMS COC RETREAD | \$171.02 |
| #94827 | 225/70R19.5 | PXDEMS COC RETREAD | \$129.38 |



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--------------------------------------|
| File #: | 14-475 | Version: | 1 | Name: | Notice for Certificate of Obligation |
| Type: | Presentation | Status: | | Status: | Consent Agenda |
| File created: | 5/22/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2014; and providing an effective date. | | | | |
| Sponsors: | Jeff Kersten | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | COCS 2014 CO Debt Issue 5-21-14.pdf Notice Resolution | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2014; and providing an effective date.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Council approves the attached resolution directing publication of notice of the intention to issue certificates of obligation.

Summary: The City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notices to be published of the intent to issue the COs.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget.

Certificates of Obligation (COs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. Certificates of Obligation normally include at least one additional revenue stream besides the debt service portion of the tax rate such as utility revenues. The City's policy for issuing Certificates of Obligation allows more flexibility in their issue than General Obligation Bonds, which are authorized by the voters, particularly when other revenues are anticipated to assist in debt service.

The City's Financial Advisor recommended that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs). The Utility systems will cover their associated portion of debt service through utility revenues.

The Certificates issued will be used to fund street, information technology, electric, water and

wastewater projects, and pay debt issuance costs. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold is \$40,500,000.

At the July 24th meeting, the City Council will consider approval of the sale parameters for the General Obligation and Refunding Bonds, appoint a Paying Agent/Registrar, appoint Underwriters, adopt Bond Ordinances and authorized the preparation of the Official Statements for the General Obligation and Refunding Bonds and the Certificates of Obligations. If the ordinances are approved, the City Council will be delegating to the City Manager the authority to execute the bond sale and refunding.

Budget & Financial Summary: Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation to move forward with this issue will not impact the ad valorem tax rate. The impact on the utility rates will be reviewed as part of the financial forecast and FY15 budget.

Attachments:

1. Resolution by the City Council of the City of College Station directing publication of notice of intention to issue Certificates of Obligation.
2. List of Projects

Gen'l Gov't Certificates of Obligation

| | Proposed | | | |
|--------------------------|-----------------------------|----------------------------------|--------|--------|
| Streets | 300,000 | Design of U-Turns @ Univ and SH6 | ST1305 | 20 Yrs |
| | 2,050,000 | RPR E Rehab BP to Stonebrook | ST1301 | 10 Yrs |
| | 1,980,000 | Rock Prairie Rd W Widening | ST1304 | 20 Yrs |
| | 2,000,000 | Luther Street Rehab | ST1401 | 20 Yrs |
| | 410,000 | Graham Rd Rehab | ST1421 | 20 Yrs |
| | 200,000 | Francis Dr Rehab Ph I | ST1419 | 20 Yrs |
| Streets Total | <u>\$ 6,940,000</u> | | | |
| General Government | 3,325,000 | ERP System Replacement | CO1204 | 10 Yrs |
| | 240,000 | Electronic Storage System | CO1305 | 5 Yrs |
| | 1,540,000 | CAD/RMS Replacement | CO1301 | 10 Yrs |
| General Gov't Total | <u>\$ 5,105,000</u> | | | |
| Governmental CO Subtotal | <u><u>\$ 12,045,000</u></u> | | | |

Utility Certificates of Obligation

| | Proposed | | | |
|-------------------------------|----------------------|--|--|--------|
| | 2,650,000 | Overhead System Improvements | | 20 Yrs |
| | 2,100,000 | Underground System Improvements | | 20 Yrs |
| | 1,700,000 | New Services and System Ext | | 20 Yrs |
| | 2,300,000 | Transmission & Distribution | | 20 Yrs |
| Electric Projects | <u>\$ 8,750,000</u> | | | |
| | 3,300,000 | Cooling Tower Expansion | | 20 Yrs |
| | 1,000,000 | SPPS Chemical System Replacement | | 20 Yrs |
| | 300,000 | Eastgate Rehab | | 20 Yrs |
| | 250,000 | Wellfield Collection System Loop | | 20 Yrs |
| | 1,000,000 | Area 2 Water Line Extension | | 20 Yrs |
| | 450,000 | Cooner Water Line Rehabilitation | | 20 Yrs |
| | 200,000 | Luther Water Line Rehabilitation | | 20 Yrs |
| Water Projects | <u>\$ 6,500,000</u> | | | |
| | 300,000 | Eastgate Rehab | | 20 Yrs |
| | 6,850,000 | Bee Creek Parallel Trunkline | | 20 Yrs |
| | 1,110,000 | Carters Creek Centrifuge Improvements | | 20 Yrs |
| | 750,000 | Lick Creek Generator Replacement | | 20 Yrs |
| | 340,000 | Graham Road Wastewater Line Rehabilitation | | 20 Yrs |
| | 1,000,000 | Royder/Live Oak Wastewater Extension | | 20 Yrs |
| | 1,050,000 | Cooner Wastewater Line Rehabilitation | | 20 Yrs |
| Wastewater Projects | <u>\$ 11,400,000</u> | | | |
| Utility CO Subtotal | <u>\$ 26,650,000</u> | | | |
| Estimated Debt Issuance Costs | \$ 300,000 | | | |

Certificates of Obligation Total \$ 38,995,000

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF BRAZOS
CITY OF COLLEGE STATION

We, the undersigned officers of the City of College Station, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on June 12, 2014 at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Nancy Berry, Mayor
Karl Mooney, Mayor Pro Tem
Blanche Brick, Councilmember
Steve Aldrich, Councilmember
John Nichols, Councilmember
James Benham, Councilmember
Julie M. Schultz, Councilmember

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2014; AND PROVIDING AN EFFECTIVE DATE.

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution; and, after due discussion, said motion prevailed and carried by the following vote:

AYES: ____ NOES: ____

2. That a true, full and correct copy of the aforesaid Resolution described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED ON JUNE 12, 2014.

Sherry Mashburn
City Secretary

Nancy Berry
Mayor

(City Seal)

RESOLUTION NO. _____

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2014; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station (the "City") expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in "Exhibit A" to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City 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 U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. That attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. That the City Secretary shall cause said notice to be published, in the form attached hereto, in the "*Bryan-College Station Eagle*", a newspaper of general circulation in the City, for two consecutive weeks, the date of the first publication to be before the 30th day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in said notice.

Section 3. That the facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in "Exhibit A" hereto.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. That this Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED ON JUNE 12, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(City Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.,
Bond Counsel

EXHIBIT A

NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of College Station, Texas, to issue one or more series of the interest bearing certificates of obligation of the City to be entitled "City of College Station, Texas Certificates of Obligation", for the purpose of paying contractual obligations to be incurred by the City, to-wit: street improvements; information technology equipment; construction of improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission and system lines and acquisition of interests in land; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City Council tentatively proposes to authorize the issuance of one or more series of Certificates of Obligation at its regular meeting place in the City Hall at a meeting to commence at 7 o'clock, p.m., on July 24, 2014. The ordinances may authorize an authorized officer of the City to effect the sale and delivery of the Certificates of Obligation on a date or dates subsequent to the adoption of the ordinance. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold on said date for such purposes described above is \$38,995,000. The City Council presently proposes to provide for payment of the Certificates of Obligation from the levy of ad valorem taxes and from a limited surplus revenue pledge (not to exceed \$1,000) derived from the operation of the City's waterworks, sewer and electric systems.

CITY OF COLLEGE STATION, TEXAS



Legislation Details (With Text)

File #: 14-476 **Version:** 1 **Name:** Resolution for Royder-Live Oak Sewer Extension
Type: Presentation **Status:** Consent Agenda
File created: 5/22/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Royder Road/Live Oak Sewer Extension project.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [DRR Royder Live Oak Sewer 061214.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Royder Road/Live Oak Sewer Extension project.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

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

Summary: On February 27, 2014, Council approved a construction contract with Kieschnick General Contractors, Inc., for the Royder - Live Oak Sewer Extension.

It is anticipated that long term debt will be issued for this project. On projects for which the expenditures will occur prior to the debt issue, a resolution declaring intention to reimburse certain expenditures with proceeds from debt must be adopted within 60 days of expenditure on the project.

Budget & Financial Summary: The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

Reviewed and Approved by Legal: Yes.

Attachment:

1. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

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 \$1,000,000, 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 12th DAY OF June, 2014.

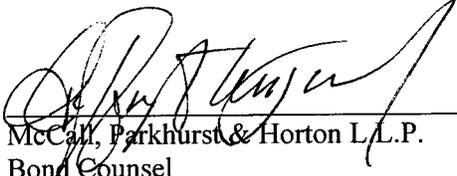
Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

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

Royder – Live Oak Sewer Extension: This project includes the installation of a gravity sanitary sewer main and along Royder Road, Live Oak Street, and McCullough Road with laterals off of Church Street, Madison Street, and McCullough Road to serve recently annexed areas of Wellborn. This project also includes roadway improvements (two-course surface treatments) along portions of Royder Road, Live Oak Street, and McCullough Road.



Legislation Details (With Text)

File #: 14-477 **Version:** 1 **Name:** Professional Audit Services
Type: Presentation **Status:** Consent Agenda
File created: 5/22/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding a Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. in the amount of \$95,000.00 for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Ingram Wallis Letter Agreement.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding a Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. in the amount of \$95,000.00 for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval of the Agreement with Ingram, Wallis & Co. for the fiscal year ending September 30, 2014.

Summary: The audit services performed will be in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2007), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The Audit Committee recommended that staff engage Ingram, Wallis & Co. for the next fiscal year ending September 30, 2014. The fees did not change from fiscal year 2013.

Budget & Financial Summary: Funds are available and budgeted in the General Fund, and in the Community Development Budget

Reviewed and Approved by Legal: Yes

Attachments: Signed Letter Agreement



Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

April 18, 2014

To the Honorable Mayor and Members
of the City Council of the City of
College Station, Texas

We are pleased to confirm our understanding of the services we are to provide to the City of College Station, Texas (the "City") for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress – Texas Municipal Retirement System
- 3) Schedule of Funding Progress – City of College Station Employees
Other Post Employment Benefits Plan
- 4.) Budgetary comparison information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including

comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual nonmajor fund financial statements
- 3) Combining and individual nonmajor fund budgetary comparison schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary

to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's

responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review in a timely manner.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to

obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Ingram, Wallis & Company, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the U.S. Department of Housing and Urban Development or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ingram, Wallis & Company, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our interim fieldwork in September 2014 and expect to issue our reports no later than March 31, 2015. Jim Ingram is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these audit services will be as follows:

Year Ended September 30, 2014 \$95,000

Should an optional one year extension period be requested, our fee for the fiscal year ended September 30, 2015 audit would be \$98,000.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Payment

Payment is a fixed fee amount as provided herein. Ingram Wallis and Company, P.C. may submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures. In consideration of Ingram, Wallis, and Company, P.C.'s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay Ingram, Wallis, and Company, P.C. according to the terms, conditions and pricing set forth above. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed **\$95,000.00** for the fiscal year ending September 30, 2014.

Time of Performance

- **Time is of the essence of this Contract.** Ingram, Wallis & Company, P.C. shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

Warranty, Indemnification, & Release

Indemnification

Ingram, Wallis & Company, P.C. agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of, or in connection with the work done by Ingram, Wallis & Company, P.C. under this agreement. In the event of personal injury to or death of Ingram, Wallis & Company, P.C.'s employees, such indemnity shall apply regardless of whether the claims, losses, damages, causes of actions, suits or liability arise in whole or in part from the negligence of the City. Such indemnity shall not apply, however, to liability rising from the personal injury, death, or property damage of persons other than Ingram, Wallis & Company, P.C. or its employees where such liability is caused by or results from the negligence of the City.

Release

Ingram, Wallis & Company, P.C. assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either of the parties hereto or other third parties) and any loss of or damage to property (whether property of either of the parties, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Ingram, Wallis & Company, P.C.'s work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and regardless of whether such loss, damage, injury, or death was caused in whole or in part by the negligence of the City.

Firm's Insurance

The Service Provider agrees to maintain the coverages, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Service Provider agrees to:

- Deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory

evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet the insurance requirements may cause the proposal to be rejected.

- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if Service Provider fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.
- Ensure that coverage is written by a carrier with an "A:VIII" or better rating.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Service Provider, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Service Provider under the Agreement.

Commercial General Liability The Firm shall maintain, at a minimum, combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.

Business Automobile Liability The Firm shall maintain, at a minimum, combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage. Coverage will include all owned, leased or rented autos, non-owned autos, any autos and hired autos.

Statutory Workers' Compensation Insurance, with Employers' Liability Insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000 Waiver of subrogation in favor of the City of College Station will be required. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

Professional Liability Insurance The Firm shall maintain, during the life of this agreement, Professional Liability insurance, or similar Errors & Omissions coverage, for negligent acts, error omissions of the Firm or any person employed or acting on the Firm's behalf (including but not limited to Sub-Contractors) in connection with this Agreement, at a limit not less than \$1,000,000 Per Occurrence, \$2,000,000 Annual Aggregate. If coverage is written on a "Claims-Made" basis, the Firm warrants that any retroactive date applicable to the coverage precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years after completion of the project. The Firm shall be solely responsible for any Self-Insured Retention, deductible and premium, including any additional premium for Supplemental Extended Reporting Period option. Proof of coverage shall be furnished to the City of College Station before the work commences.

Additional Insured Endorsements The Services Provider agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the workers' compensation/employers' liability and professional liability policy.

Waiver of Subrogation Waiver of subrogation in favor of the City of College Station for each required policy. When required by the insurer or should a policy condition not permit Service Provider to enter into a pre-loss agreement to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Right of Recovery Against Others, or its equivalent. This Waiver of Subrogation

requirement shall not apply to any policy, which included a condition specifically prohibiting such an endorsement, or voids coverage should Service Provider enter into such an agreement on a pre-loss basis.

Deductibles, Coinsurance Penalties, and Self-Insured Retention Service Provider shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

Subcontractor's Insurance The service Provider shall agree to cause each subcontractor employed by Service Provider to purchase and maintain insurance of the type specified, provided the Service Provider's insurance does not afford coverage on behalf of the subcontractor.

Certificate of Insurance Service Provider shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A:VIII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal or other acceptable evidence. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of College Station.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Service Provider shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Service Provider until coverage is reinstated. If the Service Provider fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Firm's expense. Failure on the part of the Service Provider to maintain the required insurance coverage shall be considered breach of contract by the Service Provider.

Certificates and notices should be given to the City at the following address: **City of College Station, Attn: Purchasing Department, 1101 Texas Ave., College Station, TX 77840.**

Right To Review and Adjust The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

The Certificates of Insurance furnished to the City shall contain a provision that coverage under such policies shall not be cancelled, non-renewed, or materially changed until at least 30 days prior written notice has been given the City of College Station.

The City reserves the right to require additional lines of insurance on a case-by-case basis, depending upon the subject matter of the contract and the attendant risks involved in the completion of the contractual work.

The Firm is responsible for submitting the required insurance certificate within 5 business days of notification of the City's intent to award a contract. Verification must be submitted using the ACORD form listed above and all endorsements must be included with the submittal. Endorsements must be

signed by an authorized representative of the insurance company. Failure to meet the insurance requirements stated above and provide the required endorsements within five business days may cause the bid or proposal to be rejected.

Termination

The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the Firm's receipt of such notice, the Firm shall cease work immediately. The Firm shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Firm fails to fulfill its obligations under this Contract, or if the Firm violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Firm **five (5)** calendar days written notice. The Firm will be compensated for the services satisfactorily performed before the termination date.

No term or provision of this Contract shall be construed to relieve the Firm of liability to the City for damages sustained by the City because of any breach of contract by the Firm. The City may withhold payments to the Firm for the purpose of setoff until the exact amount of damages due the City from the Firm is determined and paid.

Miscellaneous Terms

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

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of College Station
Attn: Jeff Kersten
1101 Texas Ave.
College Station, Texas 77805

The Service Provider:
Ingram, Wallis & Company
James D. Ingram, IV
2100 E. Villa Maria, Suite 100
Bryan, Texas 77802

No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

This Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

This Contract and all rights and obligations contained herein may not be assigned by the Firm without the prior written approval of the City.

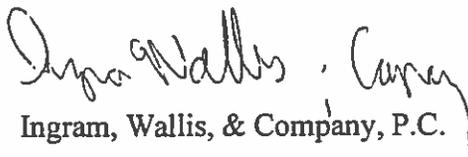
The Firm, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Firm must

obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

Reimbursable or other miscellaneous expenses incurred by the Firm shall be included in the contract price; additional payment for such expenses will not be considered.

The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Very truly yours,


Ingram, Wallis, & Company, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of College Station, Texas.

CITY OF COLLEGE STATION

BY:

Mayor

Date

ATTEST:

City Secretary

Date

APPROVED:

City Manager

Date

City Attorney

Date

Assistant City Manager

Date



Legislation Details (With Text)

File #: 14-479 **Version:** 1 **Name:**

Type: Agreement **Status:** Consent Agenda

File created: 5/22/2014 **In control:** City Council Regular

On agenda: 6/12/2014 **Final action:**

Title: Presentation, possible action and discussion on an ILA with the Texas A&M University System to partner in funding a follow-up study to evaluate and improve game day operations pre- and postgame. The City's portion of the project cost is \$35,000.

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion on an ILA with the Texas A&M University System to partner in funding a follow-up study to evaluate and improve game day operations pre- and postgame. The City's portion of the project cost is \$35,000.

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The Texas A&M University System, in partnership with the City of College Station, City of Bryan, Texas A&M Transportation Institute, 12th Man Foundation and the BCS CVB has developed a study scope of work to improve Aggie football gameday travel and attendee experience. The Texas A&M Transportation Institute will work with agency and community stakeholders to develop an implementable plan for the 2014 football season, monitor and evaluate the plan during the 2014 season, and develop recommendations for the following seasons. It includes the development of expectations and performance goals as well as the facilities, operations and communications to move traffic and pedestrians.

This project is a follow-up to the work currently being completed for the City of College Station's Game Day Traffic Study by Freese and Nichols and will utilize some the data and analyses included in the Freese and Nichols' study. Deliverables for this project include a Traffic Management Plan and an Implementation Plan as well as providing an evaluation and assessment of these plans.

The Texas A&M University System has contracted with Texas A&M Transportation Institute for \$200,000 to complete the project. The remaining partners will contract individually with the System to fund a percentage of their respective costs below:

| | |
|---------------------------------|----------|
| Texas A&M Transportation | \$35,000 |
| Texas A&M University System | \$35,000 |
| City of Bryan | \$35,000 |
| 12 th Man Foundation | \$35,000 |
| City of College Station | \$35,000 |
| B/CS CVB | \$25,000 |

Budget & Financial Summary: A contingency transfer of \$35,000 was made on March 27, 2014, into the Traffic Engineering budget for this study.

Attachments:

1. ILA on file in the City Secretary's Office



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|--|
| File #: | 14-480 | Version: | 1 | Name: | Implementation of an All-Way Stop at Church Avenue and Tauber Street |
| Type: | Ordinance | Status: | | Status: | Consent Agenda |
| File created: | 5/22/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Church Avenue and Tauber Street. | | | | |
| Sponsors: | Donald Harmon | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 4-Way Stop Sign Ord - Map Church @ Tauber.pdf 4-Way Stop Sign Ord - Church @ Tauber.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersection at the intersection of Church Avenue and Tauber Street.

- Core Services and Infrastructure
- Improving Mobility

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

Summary: To improve safety, pedestrian mobility, and bicycle mobility, an all-way stop is warranted at the intersection of Church Avenue and Tauber Street. An all-way stop at this intersection would reduce driver confusion, reduce driver delay along Tauber, and improve pedestrian and bicycle mobility within the area while having minimal effect on motor vehicle mobility along Church Avenue.

Confusion at this intersection is resulting in drivers along Church Avenue assuming it is an all-way stop intersection when it is not, and automobile volumes have increased to the point where drivers on Tauber Street are currently experiencing 30 seconds of delay in the PM peak period (Level of Service D for the Tauber Street approaches). Using data that was collected in April 2014, an analysis of the intersection operation with the vehicle data indicates that changing the control of the intersection from two-way stop controlled to all-way stop controlled does not reduce the over-all intersection level of service. Additionally, this intersection is heavily traveled by pedestrian and bicycle users, City of

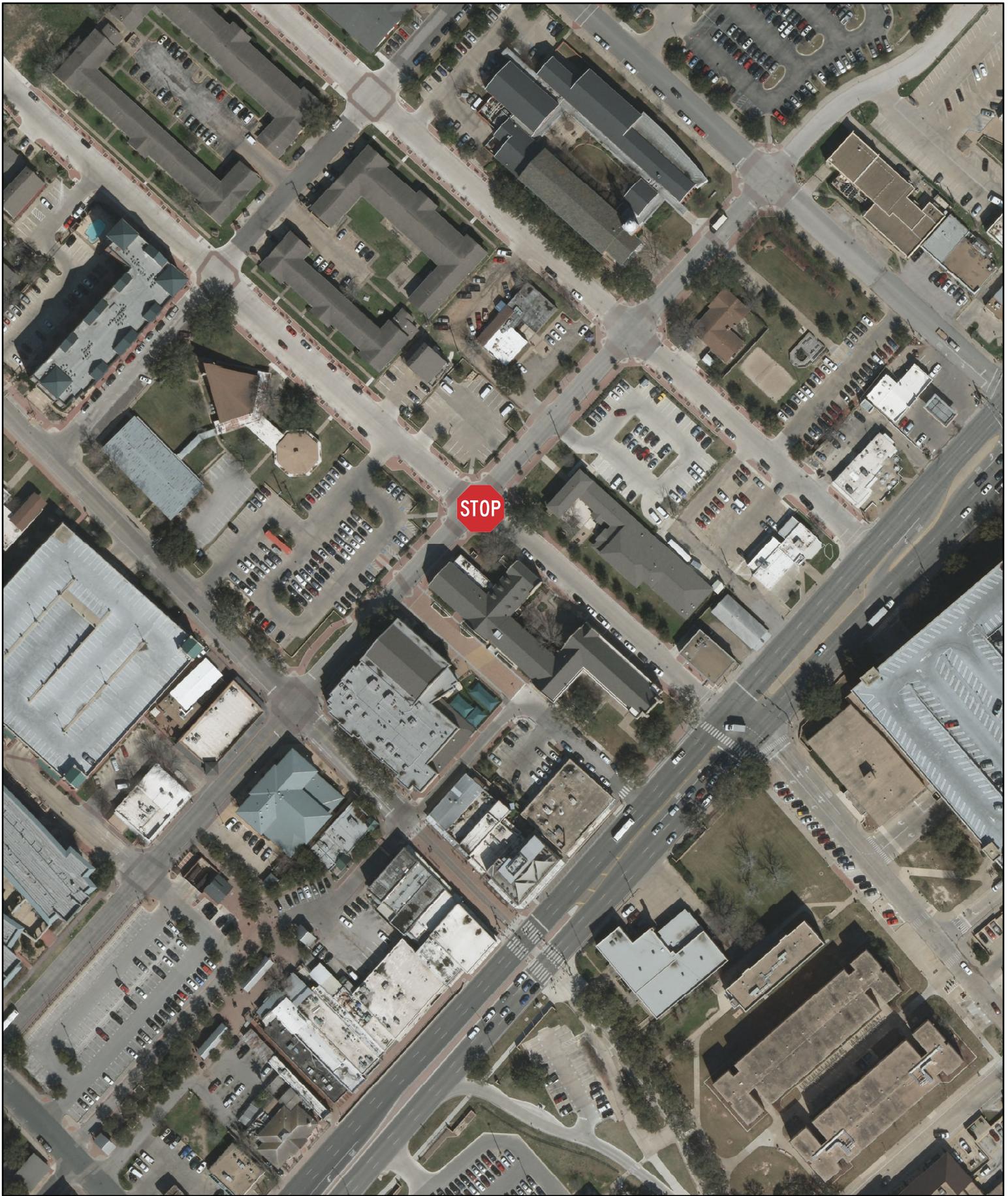
College Station employees observed 145 pedestrian and 48 bicycle crossings during the noon peak hour and 113 pedestrian and 47 bicycle crossings during the evening peak hour.

This ordinance allows for the implementation and enforcement of an all-way stop at this intersection to improve safety, pedestrian mobility, and bicycle mobility.

Budget & Financial Summary: The installation of the Stop signs and Stop Bars is covered in the traffic operations budget.

Attachments:

1. Ordinance



All-way Stop Controlled Intersection

Church Avenue and Tauber Street



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, C “FOUR-WAY STOP INTERSECTIONS”, TRAFFIC SCHEDULE II – “FOUR-WAY STOP INTERSECTIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, 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 amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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) or more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II – "Four-Way Stop Intersections" is amended to include the following:

Church Avenue at Tauber Street



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|------------------------|
| File #: | 14-481 | Version: | 1 | Name: | Conference Center Deed |
| Type: | Agreement | Status: | | Status: | Consent Agenda |
| File created: | 5/22/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action and discussion regarding the approval of a Deed without Warranty that will convey an 20' wide (0.195 acres) strip of land located along George Bush Drive to the College Station Independent School District. | | | | |
| Sponsors: | Donald Harmon | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Map - Conf Center.pdf Deed - Conf Center.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion regarding the approval of a Deed without Warranty that will convey an 20' wide (0.195 acres) strip of land located along George Bush Drive to the College Station Independent School District.

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends Council to authorize the Mayor to sign the Deed without Warranty, which will affect the conveyance of land to College Station Independent School District.

Summary: City Council approved the conveyance of the 2.127 acre Conference Center property to College Station Independent School District at its meeting on January 23, 2014 (Workshop Item No. 6). The conveyance being considered today will clear up an outstanding parcel of land that could not be conveyed by Special Warranty Deed.

Budget & Financial Summary: The value of the parcel was included with the original transaction and as a result, there will be no revenue associated with the conveyance.

Attachments:

1. Map
2. Deed

College Station Conference Center



GEORGE BUSH DRIVE

HOLIK STREET

TIMBER STREET

20' wide strip of land

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.

Deed Without Warranty

Date: _____, 2014

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS

GRANTOR'S MAILING ADDRESS:

P. O. Box 9960
Brazos County
College Station, Texas 77842

GRANTEE: COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

GRANTEE'S MAILING ADDRESS:

1812 Welsh Avenue
Brazos County
College Station, Texas 77840

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All that certain real property described on Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance:

NONE.

Exceptions to Conveyance and Warranty:

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

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee 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 heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

This conveyance is intended to include any property interests obtained by after-acquired title.

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

GRANTOR:

CITY OF COLLEGE STATION, TEXAS

By: _____
NANCY BERRY, Mayor

APPROVED AS TO FORM:

ATTEST:

CARLA ROBINSON,
City Attorney

SHERRY MASHBURN,
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2014, by **NANCY BERRY**, as Mayor of the City of College Station, a Texas municipal corporation, on behalf of said municipality.

Notary Public in and for the State of Texas

GRANTEE:

**COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 § **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, as _____ of College Station Independent School District.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

West, Webb, Allbritton & Gentry, PC
1515 Emerald Plaza
College Station, Texas 77845-1515
Tel: (979) 694-7000
Fax: (979) 694-8000

AFTER RECORDING RETURN TO:

West, Webb, Allbritton & Gentry, PC
1515 Emerald Plaza
College Station, Texas 77845-1515
Tel: (979) 694-7000
Fax: (979) 694-8000

EXHIBIT A

Property

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

College Station Conference Center
Old Road Right-of-Way Remainder
Joseph E. Scott League A-50
College Station, Texas
8 April 2014

All of that certain tract or parcel of land lying and being situated in the Joseph E. Scott league, abstract no. 50, in College Station, Brazos County, Texas, being all of that variable-width strip of land between the northwest line of that 2.127 acre (net) tract described in deed to the College Station Independent School District, recorded in volume 11917, page 65 of the Official Public Records of Brazos County, Texas, and the southeast right-of-way line of F.M. 2347 – George Bush Drive as described in volume 270, page 488 of the Deed Records of Brazos County, Texas, and apparently being part of that 1226 acre tract described in deed to the Agricultural and Mechanical College of Texas recorded in volume M, page 142 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the west corner of said 2.127 acre tract, at a cotton spindle found in pavement marking a north corner of Lot 1, Block 2 of the College Station I.S.D. Oakwood Intermediate School Site as described by plat recorded in volume 3588, page 53 of the Official Public Records of Brazos County, Texas, being approximately in the southeast line of the said 1226 acre, from where an "X" mark found in concrete bears S 41° 57' 26" W – 237.67 feet, from where a 5/8" iron rod with a yellow plastic cap stamped "KERR RPLS 4502" found at an angle point in the common line of said 2.127 acre tract and Lot 1 bears S 48° 39' 27" E – 164.84 feet, and from where City of College Station GPS control monument no. 1 bears S 9° 44' 52" W – 5500.6 feet.

Thence N 48° 39' 27" W – 18.28 feet, along a northward projection of a common line of said 2.127 acre tract and said Lot 1, to the west corner of this tract in the said southeast line of F.M. 2347;

Thence N 41° 32' 46" E – 398.09 feet, along said southeast line of F.M. 2347, to an angle point;

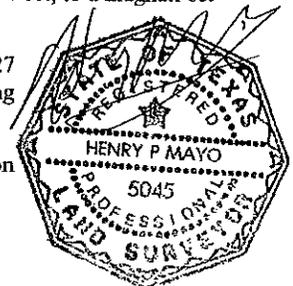
Thence N 43° 33' 52" E – 32.12 feet, continuing along said southeast line of F.M. 2347, to the north corner of this tract in a northward projection of the current southwest right-of-way line of Holik Street and northeast line of said 2.127 acre tract, also being the southwest line of that 976 sq. ft. right-of-way reserve tract described in said volume 11917, page 65;

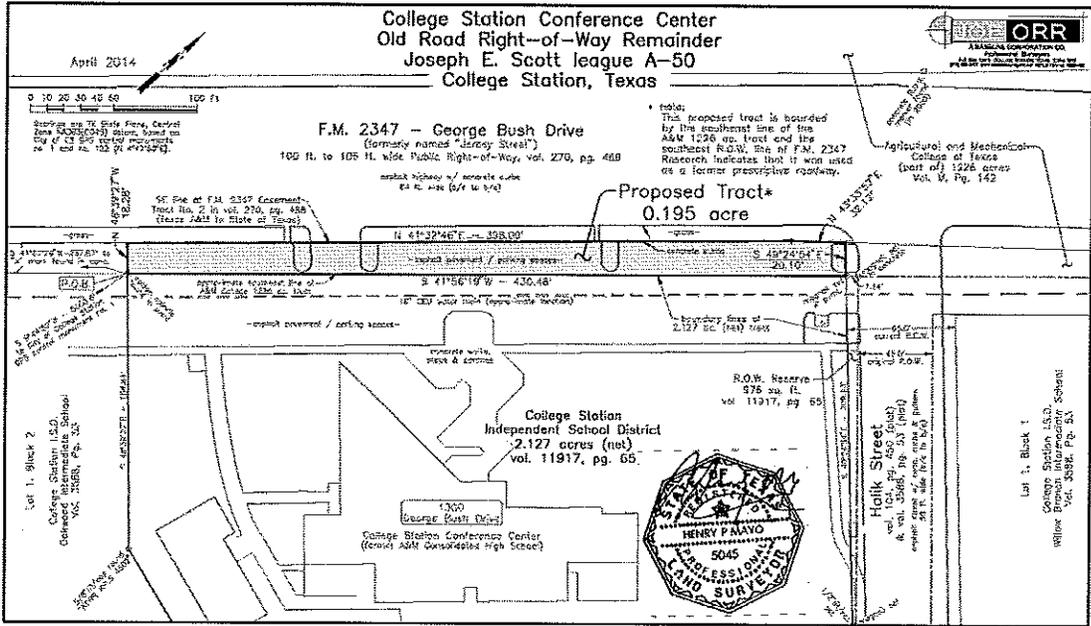
Thence S 49° 24' 54" E – 20.10 feet, along the said projection line of Holik Street, to a magnail set in pavement at the east corner of this tract;

Thence S 41° 56' 19" W – 430.48 feet, along the northwest line of said 2.127 acre tract and southeast line of said 1226 acre tract, to the Point of Beginning and containing 0.195 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. 1 and no. 122 (N 4° 47' 50" E).

See survey plat dated April 2014.







Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--|
| File #: | 14-482 | Version: | 1 | Name: | Renewal of Annual Price Agreement for Crushed Stone for City Streets |
| Type: | Agreement | Status: | | Status: | Consent Agenda |
| File created: | 5/22/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action and discussion regarding the first renewal of the annual price agreement for the Purchase of Crushed Stone for City Streets with Superior Crushed Stone, LC for an amount not to exceed \$462,000.00. | | | | |
| Sponsors: | Donald Harmon | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Renewal Bid 13-072 - 4-22-14.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion regarding the first renewal of the annual price agreement for the Purchase of Crushed Stone for City Streets with Superior Crushed Stone, LC for an amount not to exceed \$462,000.00.

- Core Services and Infrastructure

Recommendation(s): Staff recommends the first renewal of the annual price agreement for the purchase of crushed stone with Superior Crushed Stone, LC in an amount not to exceed \$462,000.00.

Summary: One June 3, 2013 the City received six (6) sealed competitive bids in response to Invitation to Bid #13-072. Council approved the award to Superior Crushed Stone, LC with an amount not to exceed \$462,000.00 on June 27, 2013, Item 2i. This renewal will be the first of two possible one year extensions. The line item pricing is as follows:

| | |
|--------------------------------|-------------|
| Crushed Stone, Type A, Grade 2 | \$20.50/ton |
| Crushed Limestone, 1"-3" | \$24.50/ton |
| Rip Rap | \$27.50/ton |

These items will be ordered as needed for street maintenance projects throughout the year.

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

Attachments:

1. Renewal letter for Bid 13-072



April 22, 2014

ATTN:
John Schuler
Superior Crushed Stone, LC
501 County Road 344
Jarrell, TX 76537

RE: Renewal – Bid 13-072
Annual Price Agreement for Purchase of Crushed Stone

Dear Mr. Schuler,

The City of College Station appreciates the services provided by Superior Crushed Stone this past year. We would like to exercise our option to renew the above referenced price agreement for the term of July 1, 2014 through June 30, 2015.

If this meets with your company's approval, please complete the following renewal agreement and return it no later than Friday, May 16, 2014 via e-mail to hpavelka@cstx.gov or via fax (979-764-3899). *Please follow up by mailing the original 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

.....

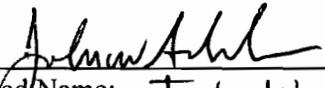
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 13-072, Annual Price Agreement for the Purchase of Crushed Stone, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Four Hundred Sixty Two Thousand and No/100 Dollars (\$462,000.00).

| <u>Line Item Pricing:</u> | |
|--------------------------------|--------------|
| Crushed Stone, Type A, Grade 2 | \$20.50/ ton |
| Crushed Limestone, 1" – 3" | \$24.50/ ton |
| Rip Rap | \$27.50/ ton |

I understand this renewal term will be for the period beginning July 1, 2014 through June 30, 2015. This is the first renewal.

SUPERIOR CRUSHED STONE, LC

By: 
Printed Name: John W. Schuler
Title: Manager
Date: 4/23/14



Legislation Details (With Text)

File #: 14-483 **Version:** 1 **Name:** Eisenhower Street Extension
Type: Contract **Status:** Consent Agenda
File created: 5/22/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion on a Professional Services Contract with Binkley and Barfield, Inc., in the amount of \$130,705, for the design, bidding, and construction phase services associated with the Eisenhower Street Extension Project.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Eisenhower Extension \(8 5x11\).pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a Professional Services Contract with Binkley and Barfield, Inc., in the amount of \$130,705, for the design, bidding, and construction phase services associated with the Eisenhower Street Extension Project.

- Core Services and Infrastructure

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

Summary: The scope of this contract is for the design, bidding, and construction phase services for an extension of Eisenhower Street from Ash Street to Lincoln Avenue as a 2-lane major collector. This street is on the Thoroughfare Plan and was identified as a project as part of the Eastgate Neighborhood Plan. It is also located within an area designated for Redevelopment on the Comprehensive Plan.

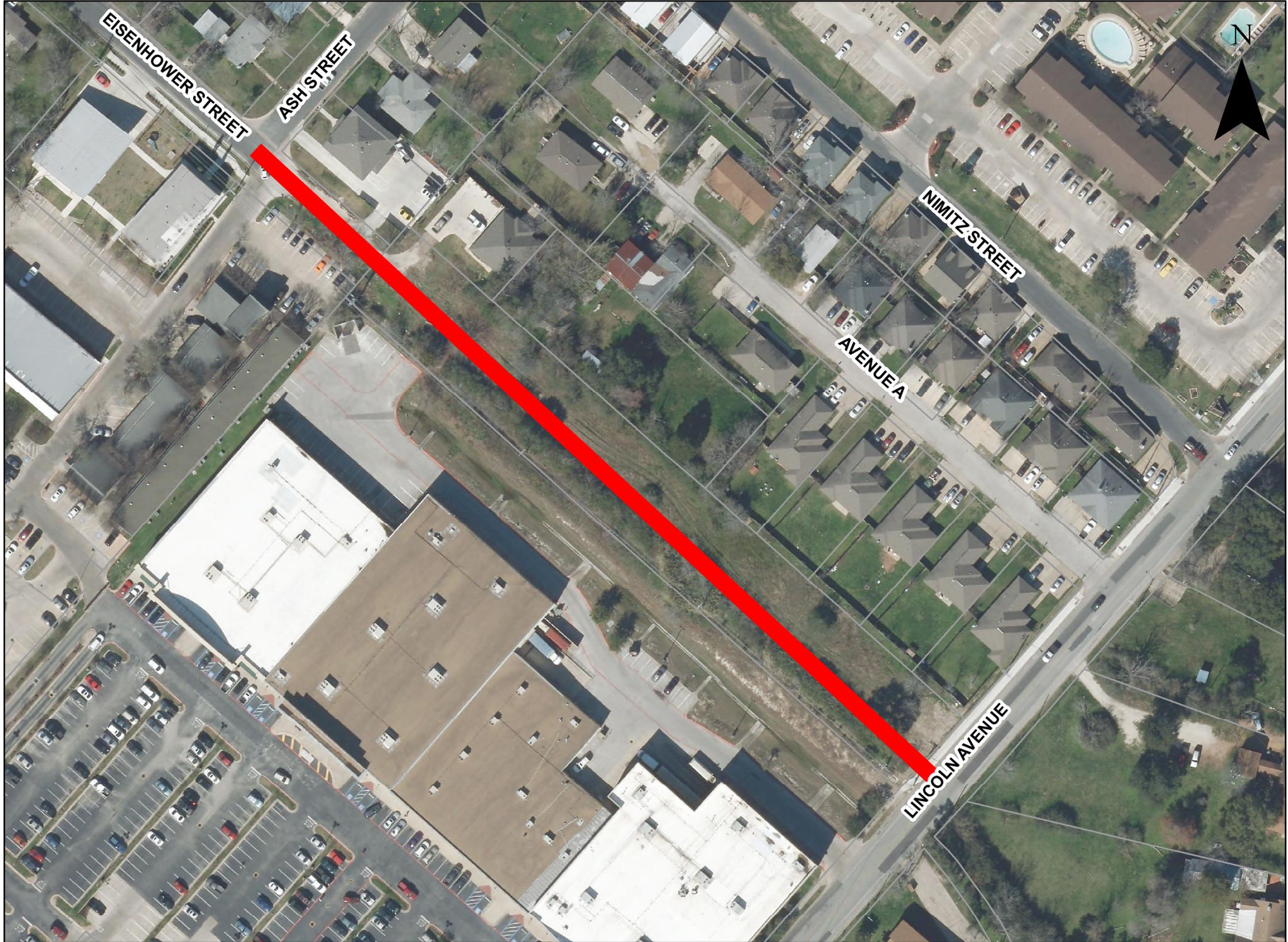
Budget & Financial Summary: The total project budget is \$939,331 in the Streets Capital Improvement fund. Funds in the amount of \$2,074 have been expended or committed to date, leaving a balance of \$937,257 for design and construction.

The contract is on file in the City Secretary's Office

Attachments:

1. Project Location Map

Project Location Map - Eisenhower Street Extension



EISENHOWER STREET

ASH STREET

NIMITZ STREET

AVENUE A

LINCOLN AVENUE





Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|--|
| File #: | 14-484 | Version: | 1 | Name: | Award of Contracts for City Wide Land Surveying Services and Civil Engineering Services Joe Orr and Binkley Barfield Contracts |
| Type: | Contract | Status: | | | Consent Agenda |
| File created: | 5/22/2014 | In control: | | | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | | |
| Title: | Presentation, possible action, and discussion regarding the cancellation of blanket purchase order #140005 with Joe Orr, Inc. and the approval of two contracts between the City of College Station and Joe Orr, Inc and Binkley & Barfield, Inc. for a total amount of \$100,000. | | | | |
| Sponsors: | Donald Harmon | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 14-295 Joe Orr Inc .pdf 14-296 Binkley Barfield.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding the cancellation of blanket purchase order #140005 with Joe Orr, Inc. and the approval of two contracts between the City of College Station and Joe Orr, Inc and Binkley & Barfield, Inc. for a total amount of \$100,000.

- Core Services and Infrastructure

Recommendation(s): Staff recommends the cancellation of blanket purchase order 140005 with Joe Orr, Inc. and the approval of two contracts between the City of College Station and Joe Orr, Inc. in the amount of \$80,000 and Binkley & Barfield, Inc. in the amount of \$20,000, for a total amount of \$100,000.00.

Summary: The City currently has a blanket purchase order with Joe Orr, Inc. for City Wide Land Surveying Services, Civil Engineering Services with a not to exceed amount of \$100,000.00. This blanket purchase order was approved by Council as part of the Annual Exemptions on September 26, 2013, Item 2m.

Joe Orr, Inc. approached the City in February 2014 to inform the City that Joe Orr, Inc. was going to be joining with the firm Binkley & Barfield, Inc. and that there would be a structural reorganization and delegation of duties. Joe Orr, Inc. would be performing the Land Surveying Services, and Binkley & Barfield would be performing the Civil Engineering Services. Although both firms would be part of the same umbrella company, they will be billing their services separately.

Staff evaluated these changes, and decided to award two separate contracts, one to each firm with a total contract amount equal to the previously awarded \$100,000.00. After consulting with the firms, it

was decided to award Joe Orr, Inc. \$80,000.00, and Binkley & Barfield would be awarded the remaining \$20,000.00. Both City Staff and the firms are comfortable with these contracts. The contracts will be for a one year term, with two possible one year renewals.

Budget & Financial Summary: Funds will be available in each department's budget and will be paid as services are requested.

Attachments:

1. Contract 14-296, Joe Orr, Inc.
2. Contract 14-295, Binkley & Barfield, Inc.

**MASTER AGREEMENT
PROFESSIONAL LAND SURVEYING SERVICES**

This Master Agreement is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **Joe Orr, Inc., a Baseline Corporation, Co.**, a Texas Corporation (the “Contractor”), whereby Contractor agrees to perform professional land surveying services in accordance with the terms and conditions herein.

ARTICLE I

1.01 This Master Agreement is for Professional Land Surveying Services described more fully by the scope detailed in **Exhibit “A”** and shall utilize the hourly rate schedule as detailed in **Exhibit “B”**. The project specific details of the work to be provided to the City by Contractor shall be set forth in a Service Order, a form of which is attached as **Exhibit “C”** to this Agreement and incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in each Service Order. Each Service Order shall expressly reference this Agreement and be executed by both parties. The City Manager or his designee is authorized to sign the Service Orders on behalf of the City.

1.02 Each Service Order shall identify a project manager for each party with respect to the Services set forth therein. Each Service Order shall identify the unique scope and details for each project including location, schedules, and a not-to-exceed amount for fees and expenses.

1.03 Contractor agrees to perform the work described in each Service Order and the City agrees to pay Contractor fees set forth and defined in the applicable Service Order for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Agreement and any Service Order before the date of termination and for which Contractor has not yet been paid.

1.04 The total amount of payment, including reimbursements, by the City to Contractor for all approved Service Orders to be performed under this Contract may not, under any circumstances, exceed **Eighty Thousand Dollars and no/100 (\$80,000.00)** annually. There is no minimum amount to be paid by the City to the Contractor under this Contract.

1.05 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City’s Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City’s Project Manager.

1.06 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.04 of this Agreement by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the amount set forth in paragraph 1.04 shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.07 The term of this Contract is as indicated below:

Except as provided in Article VI hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

1.08 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.09 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "C"**.

1.10 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 In developing each Service Order, Contractor shall meet (in person or via phone or e-mail) with the City for the purpose of determining the nature of the project, including but not limited to the following: meeting with the City's staff to coordinate project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.02 The City shall direct Contractor to commence work on each project by sending Contractor a fully executed Service Order to begin work on each project.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work by providing, at the least, monthly updates as to the status of the service being completed and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, and upon the City's request, Contractor shall promptly deliver to the City copies of all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V
Insurance

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "D"**.

ARTICLE VI

6.01 At any time, the City may terminate the Agreement and/or each Service Order for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE VII

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

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

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

Contractor:
Joe Orr, Inc., a Baseline Corporation Co.
P. O. Box 11979
College Station, TX 77842
Phone: 979-693-2777
TBPLS Firm No.10054400
www.baselinesurveyors.net

7.03. Contractor shall perform all the work hereunder. Contractor agrees that all of its employees who work on each project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner. Contractor will not employ subcontractors in order to fulfill the obligations under this Contract without the prior written consent of the City.

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

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed, unless otherwise noted in Section 1.07 of Article I.

**JOE ORR, INC.
A BASELINE CORPORATION**

By: 
Printed Name: Henry P Mayo, RPLS
Title: Vice President
Date: March 24, 2014

CITY OF COLLEGE STATION

By: _____
City Manager

Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/ CFO
Date: _____

Exhibit A

SCOPE OF SERVICES

The following shall apply to all types of work performed:

Surveyor Qualifications

All surveying must be completed under the supervision of a Registered Professional Land Surveyor and must conform to industry standards and applicable laws, including the Professional Land Surveying Act and the most current American Land Title Association minimum standard detail requirements. All deliverables shall be signed, sealed and dated by an RPLS.

Coordinate System

All projects must tie to the State Plane Coordinate system, which is currently the North American Datum of 1983 (NAD83) CORS, as well as the College Station, Bryan or Brazos County monuments.

Right of Entry from Property Owners

Contractor shall obtain permission from landowners before entry. Written permission is preferred and upon request, College Station shall provide a standard "Right of Entry" form. In the event that written approval is not secured, then verbal permission is acceptable.

In the event that entry is denied, it is suggested that the Contractor perform work from adjoining tracts and/or right-of-way. If the Contractor still needs to enter the property, then surveyor shall advise Project Manager, who will request Land Agent to obtain entry through negotiations with landowner and/or Land Agent will coordinate conference with Legal to obtain entry through court order.

Client Provided Services

The Project Manager shall provide Contractor current title report(s) and documents referenced therein if necessary for completion of the survey work.

Additional Services

Additional services not included in a Service Order may be completed on a "Time and Materials" basis in accordance with a Rate Schedule to be provided by the Contractor or an agreed lump sum fee with prior written approval from the Project Manager.

The scope of services to be performed by the Contractor may include, but are not limited to the following:

Platting or Re-platting

Deliverables

- Electronic .pdf file(s) of the survey plat(s)
- Printed - Three sets of printed original documents

Boundary Surveying

Easements and Utilities to be Depicted

- Survey plat shall depict the location of all existing easements and encumbrances, including those easements referenced on Schedule B of the provided title work

Improvements to be Depicted

- Survey plat shall depict all improvements, buildings, fences, etc.
- Survey plat shall depict all driveways, streets, alleys, highways, etc.
- Survey plat shall depict in detail all improvements to be bisected by the right of way line or to be located within 50 feet of the ROW line.

Deliverables

- Electronic .pdf file(s) of the survey plat(s) and metes and bounds description(s), if applicable
- Printed - Three sets of printed original documents

Right-of-Way Surveying

Conflicting Easements and Utilities to be Depicted

- Parcel plat(s) shall depict the location of all existing easements and encumbrances within or crossing the proposed ROW or easement, including those easements referenced on Schedule B of the provided title work. A note on the parcel plat shall state which easements do not cross or conflict with the proposed ROW or easement.
- Blanket type easements shall be noted on the map and shall describe whether utilities or facilities are located within the part to be acquired.
- Parcel plat(s) shall depict location of all above ground utility facilities, including poles, guy wires, vent pipes, etc.

Improvements to be Depicted

- Parcel plat(s) shall depict all improvements, buildings, fences, etc.
- Parcel plat(s) shall depict all driveways, streets, alleys, highways, etc.
- Parcel plat(s) shall depict in detail all improvements to be bisected by the ROW line or to be located within 50 feet of the ROW line

Headings for Field Notes and Parcel Plats

- Refrain from placing the following text on the headings:

- “Exhibit A” or “Exhibit B” – often Exhibit B becomes Exhibit A and vice versa
- “ROW Dedication” – often ROW is purchased, not dedicated
- “Water Line Easement” or “Sanitary Sewer Easement” – use “Public Utility Easement” unless otherwise directed

Deliverables

- Electronic .pdf file(s) of the survey plat(s) and metes and bounds description(s), if applicable
- Printed - Three sets of printed original documents
 - ROW Map – 11” x 17” (paper)
 - Field Notes – 8 ½” x 11”
 - Parcel Plat – Best fit – 11” x 17”, 8 ½” x 14” or 8 ½” x 11”
 - Please ensure legible text (no less than 10 point font)

Exhibit B
HOURLY RATE SCHEDULE

2014 HOURLY RATE SCHEDULE

FIELD PERSONNEL:

| | |
|----------------------------------|-------------------|
| 1 - Member Survey Crew (GPS/RTK) | \$100.00 per hour |
| 2 - Member Survey Crew | \$135.00 per hour |
| 3 - Member Survey Crew | \$170.00 per hour |

OFFICE PERSONNEL:

| | |
|----------------------------|-------------------|
| Principal (PE and/or RPLS) | \$180.00 per hour |
| Project Manager (RPLS) | \$135.00 per hour |
| Project Surveyor (RPLS) | \$115.00 per hour |
| Sr. Survey Technician | \$100.00 per hour |
| Survey Technician | \$90.00 per hour |
| CADD Technician | \$85.00 per hour |
| Administrative Assistant | \$65.00 per hour |

OTHER DIRECT / INDIRECT EXPENSES

| | |
|---|----------------------|
| Mileage | Current Federal Rate |
| Terrestrial Laser Scanner | \$80.00 per hour |
| Boat with motor | \$160.00 per day |
| Professional Abstractor/Deeds, Plats | at cost plus 10% |
| Outside Copies/Mailing/Deliveries/Materials | at cost plus 10% |
| Overnight Lodging (per night) | \$90.00 per person |
| Meals (Overnight Stay only, per day) | \$35.00 per person |

Field personnel rates include standard materials such as stakes, iron rods, flagging and paint.

Mileage is not charged for Survey Field Crews unless specifically specified.

Cost for Lodging is subject to change depending on the geographic location of the work.

Exhibit C

SERVICE ORDER

The Master Agreement entered into by and between the City of College Station and Joe Orr, Inc., a Baseline Corporation Co. is expressly incorporated by reference.

Services to be Performed

Project Manager for Each Party

Location for Performance of Services

Schedule of Services

Fees for Services

Approved by:

**JOE ORR, INC.
A BASELINE CORPORATION, CO.**

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit D

INSURANCE REQUIREMENTS

Throughout the term of this Agreement, the Contractor agrees to maintain the types and amounts of insurance required as follows:

I. Standard Insurance Policies Required:

- A.** Commercial General Liability
- B.** Business Automobile Liability
- C.** Workers' Compensation
- D.** Professional Liability

II. General Requirements Applicable to All Policies:

- A.** Certificates of Insurance shall be prepared and executed by the insurance carrier or the carrier's authorized agent
- B.** Certificates of Liability Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit E; and shall be approved by the City before work begins
- C.** Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D.** The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E.** The City will not accept "claims made" policies, except for Professional Liability.
- F.** Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- A.** General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B.** Policies shall contain an endorsement listing the City, its officers, agents, employees and volunteers as Additional Insureds and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C.** Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D.** No coverage shall be excluded from the standard policy without notification of individual exclusions being available for the City's review and acceptance
- E.** The coverage shall not exclude any of the following: premises/operations with

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

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos. If the Contractor does not have vehicles registered in the business name, “hired and non-owned autos” may be covered under the Commercial General Liability policy.

V. Workers’ Compensation Insurance

Workers’ compensation insurance shall include the following terms:

- A. Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee
- B. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included
- C. TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”

VI. Professional Liability Insurance:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- C. For “claims made” policies, a two-year extended reporting period shall be required.

Exhibit E
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2014

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

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

| | | | | |
|---|-----------------------|-----------------------------|----------------|--------------|
| PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388 | CONTACT NAME: | John L. Wortham & Son, L.P. | | |
| | PHONE (A/C, No, Ext): | 713-526-3366 | FAX (A/C, No): | 713-521-1951 |
| E-MAIL ADDRESS: | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | NAIC # |
| INSURER A : Hanover Lloyds | | | | 41602 |
| INSURER B : Allmerica Financial Benefit | | | | 41840 |
| INSURER C : | | | | |
| INSURER D : | | | | |
| INSURER E : | | | | |
| INSURER F : | | | | |

INSURED
Joe Orr, Inc.
3452 Rock Prairie Road West
College Station TX 77845

COVERAGES

CERTIFICATE NUMBER: 19551036

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | ZLDA25157100 | 3/20/2014 | 3/20/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | AWDA25159000 | 3/20/2014 | 3/20/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WLDA23163700 | 3/20/2014 | 3/20/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Additional insured status afforded to certificate holder per attached endorsements for Auto and General Liability. Waiver of Subrogation status afforded to certificate holder per attached endorsements for Auto, General Liability and Workers Compensation.

CERTIFICATE HOLDER

City of College Station
P.O. Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2014

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

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

| | | |
|---|---|-----------------------------|
| PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388 | CONTACT NAME: John L. Wortham & Son, L.P. | |
| | PHONE (A/C, No, Ext): 713-526-3366 | FAX (A/C, No): 713-521-1951 |
| INSURED Joe Orr, Inc. 3452 Rock Prairie Road West College Station TX 77845 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Ace American Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |
| | | NAIC # 22667 |

COVERAGES

CERTIFICATE NUMBER: 19171457

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | EONG23662863006 | 7/12/2013 | 7/12/2014 | \$1,000,000 Each Claim \$2,000,000 Aggregate |

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

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| City of College Station P.O. Box 9960 College Station TX 77842 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |
| | John L. Wortham & Son, L.P. |

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ACORD 25 (2010/05)

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MASTER AGREEMENT CIVIL ENGINEERING SERVICES

This Master Agreement is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **Binkley & Barfield, Inc.**, a Texas Corporation (the “Contractor”), whereby Contractor agrees to perform Civil Engineering Services as needed in accordance with the terms and conditions herein.

ARTICLE I

1.01 This Master Agreement is for Civil Engineering Services as needed described more fully by the scope detailed in **Exhibit “A”** and shall utilize the hourly rate schedule as detailed in **Exhibit “B”**. The project specific details of the work to be provided to the City by Contractor shall be set forth in a Service Order, a form of which is attached as **Exhibit “C”** to this Agreement and incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in each Service Order. Each Service Order shall expressly reference this Agreement and be executed by both parties. The City Manager or his designee is authorized to sign the Service Orders on behalf of the City.

1.02 Each Service Order shall identify a project manager for each party with respect to the Services set forth therein. Each Service Order shall identify the unique scope and details for each project including location, schedules, and a not-to-exceed amount for fees and expenses.

1.03 Contractor agrees to perform the work described in each Service Order and the City agrees to pay Contractor fees set forth and defined in the applicable Service Order for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Agreement and any Service Order before the date of termination and for which Contractor has not yet been paid.

1.04 The total amount of payment, including reimbursements, by the City to Contractor for all approved Service Orders to be performed under this Contract may not, under any circumstances, exceed **Twenty Thousand Dollars and no/100 (\$20,000.00)** annually. There is no minimum amount to be paid by the City to the Contractor under this Contract.

1.05 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City’s Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City’s Project Manager.

1.06 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.04 of this Agreement by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the amount set forth in paragraph 1.04 shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.07 The term of this Contract is as indicated below:

Except as provided in Article VI hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

1.08 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.09 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "C"**.

1.10 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 In developing each Service Order, Contractor shall meet (in person or via phone or e-mail) with the City for the purpose of determining the nature of the project, including but not limited to the following: meeting with the City's staff to coordinate project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.02 The City shall direct Contractor to commence work on each project by sending Contractor a fully executed Service Order to begin work on each project.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work by providing, at the least, monthly updates as to the status of the service being completed and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, and upon the City's request, Contractor shall promptly deliver to the City copies of all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V
Insurance

5.00 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "D"**.

ARTICLE VI

6.01 At any time, the City may terminate the Agreement and/or each Service Order for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City or because of any breach of contract by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE VII

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

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

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

Contractor:
Binkey & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008
Phone: 979-703-1809

7.03. Contractor shall perform all the work hereunder. Contractor agrees that all of its employees who work on each project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner. Contractor will not employ subcontractors in order to fulfill the obligations under this Contract without the prior written consent of the City.

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

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed, unless otherwise noted in Section 1.07 of Article I.

BINKLEY & BARFIELD, INC.

CITY OF COLLEGE STATION

By: 
Printed Name: David A. Hamilton, P.E.
Title: Senior V.P.
Date: 4/28/14

By: _____
City Manager
Date: _____

Exhibit A

SCOPE OF SERVICES

The following shall apply to all types of work performed:

Engineer Qualifications

All engineering must be completed under the supervision of a Registered Professional Engineer in Texas and must conform to industry standards and applicable laws. All deliverables shall be signed, sealed and dated by a Registered Professional Engineer.

Additional Services

Additional services not included in a Service Order may be completed on a "Time and Materials" basis in accordance with a Rate Schedule to be provided by the Engineering Firm or an agreed lump sum fee with prior written approval from the City.

The scope of services to be performed by the Engineering Firm may include, but are not limited to the following:

Engineering Design & Inspection of Projects

The Engineering Firm will provide engineering support, design and inspection of projects to the City on an on-call basis. Payments will be based on time and materials from the Contractor's rate sheet enclosed in this agreement, or agreed lump sum fee.

Provide the City of College Station and the College Station Utility Group engineering design and inspection support for:

- 1) Grading and site design for electrical substations and related facilities.
- 2) General engineering design as needed by the City, typically small projects that require rapid response.
- 3) Attend pre-bid and pre-construction meetings.
- 4) Develop specifications for special projects.

Deliverables

- Electronic .pdf file(s) of the plans and specifications
- Printed - Three sets of printed original documents

Exhibit B
HOURLY RATE SCHEDULE



EXHIBIT "A"
Binkley & Barfield, Inc.

| <u>CLASSIFICATION</u> | <u>2014 BILLABLE RATES</u> |
|---------------------------------------|---|
| Principal (Eng. VII) | \$231.00 |
| Sr. Project Manager (Eng. VI) | \$218.25 |
| Project Manager (Eng. V) | \$185.00 |
| Structural Engineer | \$185.00 |
| Project Engineer (Eng. IV) | \$155.00 |
| Process/Civil/Engineer | \$155.00 |
| Electrical & Instrumentation Engineer | \$155.00 |
| Associate/Staff Engineer (Eng. III) | \$132.00 |
| Graduate Engineer (EIT) | \$105.00 |
| Sr. SUE Designator | \$90.00 |
| Sr. Electrical Designer | \$136.00 |
| Production Manager | \$205.00 |
| Sr. CADD/Designer | \$129.00 |
| CADD/Designer | \$116.00 |
| CADD Operator | \$95.00 |
| Sr. Clerical / Sr. Administrator | \$78.75 |
| Clerical / Administrator | \$72.00 |

Note:

1. For years past 2014, maximum rates can be determined using an annual escalation rate of five percent, or, will be renegotiated.
2. Subconsultant, reproduction, delivery and other associated expenses shall be reimbursed at cost plus 10%.
3. Mileage shall be reimbursed at the current Federal rate as published by the IRS.

Exhibit C

SERVICE ORDER

The Master Agreement entered into by and between the City of College Station and Joe Orr, Inc., a Baseline Corporation Co. is expressly incorporated by reference.

Services to be Performed

Project Manager for Each Party

Location for Performance of Services

Schedule of Services

Fees for Services

Approved by:

BINKLEY & BARFIELD, INC.

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit D

INSURANCE REQUIREMENTS

Throughout the term of this Agreement, the Contractor agrees to maintain the types and amounts of insurance required as follows:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. General Requirements Applicable to All Policies:

- A. Certificates of Insurance shall be prepared and executed by the insurance carrier or the carrier's authorized agent
- B. Certificates of Liability Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit E; and shall be approved by the City before work begins
- C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept "claims made" policies, except for Professional Liability.
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement listing the City, its officers, agents, employees and volunteers as Additional Insureds and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being available for the City's review and acceptance

- E. The coverage shall not exclude any of the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos. If the Contractor does not have vehicles registered in the business name, “hired and non-owned autos” may be covered under the Commercial General Liability policy.

V. Workers’ Compensation Insurance

Workers’ compensation insurance shall include the following terms:

- A. Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee
- B. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included
- C. TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”

VI. Professional Liability Insurance:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- C. For “claims made” policies, a two-year extended reporting period shall be required.

Exhibit E
INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2014

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

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

| | | |
|--|---|------------------------------------|
| PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388 | CONTACT NAME: John L. Wortham & Son, L.P. PHONE (A/C. No. Ext): 713-526-3366 E-MAIL ADDRESS: | FAX (A/C. No): 713-521-1951 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Binkley & Barfield, Inc. 1710 Seamist Drive, Suite 201 Houston, TX 77008 713-869-3433 | INSURER A: Ace American Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 20047623

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | EONG23662863006 | 7/12/2013 | 7/12/2014 | \$1,000,000 Each Claim \$2,000,000 Aggregate |

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

Re: On-call Contract

CERTIFICATE HOLDER
 City of College Station
 P. O. Box 9960
 College Station TX 77842
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2014

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

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

| | | | |
|---|-----------------------|-----------------------------|-----------------------------|
| PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388 | CONTACT NAME: | John L. Wortham & Son, L.P. | |
| | PHONE (A/C, No. Ext): | 713-526-3366 | FAX (A/C, No): 713-521-1951 |
| E-MAIL ADDRESS: | | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A : Hanover Lloyds | | | 41602 |
| INSURER B : Allmerica Financial Benefit | | | 41840 |
| INSURER C : | | | |
| INSURER D : | | | |
| INSURER E : | | | |
| INSURER F : | | | |

INSURED
Binkley & Barfield, Inc.
1710 Seamist Drive, Suite 201
Houston, TX 77008
713-869-3433

COVERAGES

CERTIFICATE NUMBER: 20047725

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | ZLDA25157100 | 3/20/2014 | 3/20/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | AWDA25159000 | 3/20/2014 | 3/20/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | | | | OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WLDA23163700 | 3/20/2014 | 3/20/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Re: On-call Contract.

Additional insured status afforded to certificate holder per attached endorsements CA0403 0604 and 4210150 1000 for Auto and General Liability.
Waiver of Subrogation status afforded to certificate holder per attached endorsements CA2089 0604, CG2404 0509, and WC420304A 0100 for Auto, General Liability and Workers Compensation.

CERTIFICATE HOLDER

City of College Station
P.O. Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver

Name of person or organization

- (X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:

- 3. Premium

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

*

- * 4. Advance Premium

Notes:

- 1. Use this endorsement to effect a waiver of recovery from others in accordance with Rule II, Section G, of the Texas Workers' Compensation Manual.
- 2. If blanket waiver of recover from others is written, the following wording should be inserted following Operations in schedule: All Texas Operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT (TEXAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

| | |
|---|-----------|
| 1. Additional Insured by Contract, Agreement or Permit | Included |
| 2. Additional Insured – Broad Form Vendors | Included |
| 3. Aggregate Limit per Location | Included |
| 4. Alienated Premises | Included |
| 5. Bodily Injury Redefined | Included |
| 6. Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators | Included |
| 7. Extended Property Damage | Included |
| 8. Incidental Malpractice (Employed nurses, EMT's & paramedics) | Included |
| 9. Knowledge of Occurrence | Included |
| 10. Liberalization Clause | Included |
| 11. Medical Payments – Increased Limit | \$ 10,000 |
| 12. Mobile Equipment Redefined | Included |
| 13. Newly Acquired or Formed Organizations – Covered until end of policy period | Included |
| 14. Non-owned Watercraft | 51 ft. |
| 15. Personal Injury – Broad Form | Included |
| 16. Product Recall Expense | \$100,000 |
| 17. Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage Damage) | \$500,000 |
| 18. Supplementary Payments Increased Limits | |
| - Bail Bonds | \$ 2,500 |
| - Loss of Earnings | \$ 300 |
| 19. Unintentional Failure to Disclose Hazards | Included |
| 20. Unintentional Failure to Notify | Included |

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

Under **Section II – Who Is An Insured**, Paragraph 5. is added as follows:

5. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit, is an insured, but only with respect to:

- (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy.

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This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury: or "advertising injury".
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.

- (3) To any person or organization included as an insured under item 2 of this endorsement.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of the sole negligence of the lessor.
- (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

2. Additional Insured - Broad Form Vendors

Under **Section II – Who Is An Insured**, paragraph 6. is added as follows:

- 6. a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;

- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Aggregate Limit Per Location

- (1) Under **Section III – Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under **Section V – Definitions**, definition 22. is added as follows:
 - 22. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Alienated Premises

- Under **Section I – Coverage A**, paragraph 2. **Exclusions, j. (2)** is replaced in its entirety with the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

5. Bodily Injury Redefined

Under **Section V – Definitions**, definition 3. "bodily injury" is replaced in its entirety with the following:

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3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

6. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

(1) Under **Section I – Coverage A**, paragraph 2. **Exclusion j.** is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

(2) Under **Section V – Definitions**, definition 23. is added as follows:

23. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.

(3) The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

7. Extended Property Damage

Under **Section I – Coverage A**, paragraph 2. **Exclusions**, Exclusion a. is replaced in its entirety with the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

8. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

Under **Section II – Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

9. Knowledge of Occurrence

Under **Section IV – Commercial General Liability Conditions**, Condition 2 – **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

10. Liberalization Clause

Under **Section IV – Commercial General Liability Conditions**, condition 10. is added as follows:

10. Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

11. Medical Payments – Increased Limits

(1) Under **Section I – Coverage C**, paragraph a.(2) is replaced in its entirety by the following:

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(2) Under **Section III – Limits of Insurance**, paragraph 7. is replaced in its entirety by the following:

7. Subject to 5. above, the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

(3) This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

12. Mobile Equipment Redefined

Under **Section V – Definitions**, definition 12, Mobile Equipment, paragraph f.(1) is replaced by the following:

(1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

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However, equipment with a gross vehicle weight of less than 1000 pounds which is designed primarily for use on highways will also be considered "auto";

13. Newly Acquired Or Formed Organizations

Under **Section II – Who Is An Insured**, paragraph **4.a.** is replaced in its entirety by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

14. Non-Owned Watercraft

Under **Section I – Coverage A**, paragraph **2 Exclusions, g.(2)** is replaced in its entirety by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

15. Personal Injury – Broad Form

- (1) Under **Section I – Coverage B**, paragraph **2.a.(5)** is deleted in its entirety.
- (2) Under **Section V – Definitions**, definition **14**, paragraph **b.** is replaced in its entirety by the following:
 - b. Malicious prosecution or abuse of process.
- (3) Under **Section V – Definitions**, definition **14**, paragraph **h.** is added as follows:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured;
 - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
 - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
- (4) This coverage does not apply if **Coverage B – Personal and Advertising Injury Liability** is excluded either by the provisions of the Coverage Part of by endorsement.

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16. Product Recall Expense

- (1) Under **Section I – Coverage A**, paragraph **2 Exclusions, n.** is replaced in its entirety by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "Product recall expenses" resulting from:

- (1) Failure of any products to accomplish their intended purpose;
 - (2) Breach of warranties of fitness, quality, durability or performance;
 - (3) Loss of customer approval, or any cost incurred to regain customer approval;
 - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - (5) Caprice or whim of the insured;
 - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- (2) Under **Section II – Who Is An Insured**, paragraph **4.d.** is added as follows:
 - d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
 - (3) Under **Section III – Limits of Insurance**, paragraph **3.** is replaced in its entirety by the following:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - b. "Product recall expenses".
- (4) Under **Section III – Limits of Insurance**, paragraph 8. is added as follows:
 8. Subject to 5. above, \$100,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.
- (5) Under **Section IV – Commercial General Liability Conditions**, Condition 2 – **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:
 - f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- (6) Under **Section V – Definitions**, the following definitions are added:
 24. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
 25. "Product recall expense" means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

 - b. Your lost profit resulting from such "covered recall".

17. Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)

- (1) The word **fire** is changed to **fire, lightning, explosion, smoke and leakage from fire protective systems** where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.
- (2) Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced in its entirety by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III). This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.
- (3) Under **Section III – Limits of Insurance**, paragraph 6. is replaced in its entirety by the following:
 6. Subject to 5. above, the higher of:
 - a. \$500,000; or

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b. The Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

(4) Under **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance**, paragraph **b.(2)** is replaced by the following:

b.(2) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(5) Under **Section V – Definitions**, definition **9. "Insured contract"**, **a.** is replaced in its entirety by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

(6) This coverage does not apply if Fire Damage Legal Liability of **Coverage A** is excluded either by the provisions of this Coverage Part or by endorsement.

d. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

20. Unintentional Failure to Notify

Under **Section IV – Commercial General Liability Conditions, Condition 2. – Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **g.** is added as follows:

g. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

18. Supplementary Payments Increased Limits

Under **Section I – Supplementary Payments, Coverages A and B**, paragraphs **1.b.** and **1.d.** are replaced in their entirety as follows:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

19. Unintentional Failure to Disclose Hazards

Under **Section IV – Commercial General Liability Conditions, Condition 6. – Representations**, paragraph **d.** is added as follows:

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Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|----------------------|
| File #: | 14-489 | Version: | 1 | Name: | Treasury Management |
| Type: | Presentation | Status: | | Status: | Consent Agenda |
| File created: | 5/23/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action and discussion on the Treasury Management Agreement between the City of College Station and Branch Banking & Trust ("BB&T"). | | | | |
| Sponsors: | Jeff Kersten | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | BB&T Ltr of Intent.pdf City of College Station TMA Signed by BBT.PDF | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion on the Treasury Management Agreement between the City of College Station and Branch Banking & Trust ("BB&T").

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval of the Treasury Management Agreement between the City and BB&T.

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 assumed the assets and deposits for these Citibank branch locations. The City's depository contract with Citibank was part of the acquisition.

The acquisition between Citibank and BB&T will take place on June 13, 2014. On that date, the City's funds will be transferred to BB&T and collateralized under the new pledge agreement that Council approved on May 22, 2014. As a show of good faith, BB&T executed a letter of intent acknowledging the existing contract between Citibank and the City and agreed to honor the pricing through September 30, 2015, the last renewal period.

The Treasury Management Agreement allows the City's on-line treasury services, such as, positive pay, cash letter file transmission, Automatic Clearing House (ACH), wire transfer and debit block filter to be established with BB&T. City staff uses on-line treasury services to perform daily treasury operations.

Budget & Financial Summary: The expenditure for banking services is budgeted in the General

Fund and the Utility Customer Service Fund. BB&T has agreed to waive the treasury services charges from the date of acquisition through August 2014. The annual cost for the treasury services provided by BB&T is not expected to exceed \$40,000 annually.

Legal Review:

Attachments:

1. Treasury Management Agreement
2. Letter of Intent

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 |

BB&T
TREASURY MANAGEMENT AGREEMENT

THIS AGREEMENT is made 2ND day of June, 2014,
By and between CITY OF COLLEGE STATION ("Customer") and
Branch Banking and Trust Company ("Bank").

1. Service

Subject to the terms and conditions contained in this Agreement, the Commercial Bank Services Agreement ("CBSA") and any Attachment which describe specific Treasury Management ("Services") (whether attached hereto or relating to any Service requested subsequent to the date of this Agreement), each of which are incorporated herein by reference, Bank will furnish Customer with those Services that it may request. Customer agrees to pay for all said Services in accordance with this Agreement and the Bank's current fee schedule for such Services. Initiation by Customer of any Services constitutes acceptance of the terms and conditions of this Agreement, the CBSA and any applicable Attachment.

2. Customer's Duties. Customer shall:

- a) Perform and observe all conditions, covenants and restrictions as set forth in this Agreement and any Attachments, and if required by a particular Service, maintain, at a minimum, a Deposit Account at Bank subject to the CBSA.
- b) Pay any undisputed bill rendered by Bank within 30 days after the billing date and grant to the Bank a right of set-off in a BB&T held and Customer dedicated deposit account for any undisputed bills, costs or expenses owed to Bank under this Agreement or any Attachment.
- c) Warrant that Customer is fully authorized to effect transaction concerning any account, whether or not in Customer's name, that at Customer's request is the subject of, or is affected by, any Service.
- d) Carefully examine any statement, notification or confirmation of a transaction and notify the Bank within 30 days of the statement date of any errors, discrepancies or fraudulent transactions. Customer agrees that the Bank will not be liable for any erroneous, unauthorized or fraudulent transaction resulting from the Customer's failure to safeguard any security or access device used in connection with any Services or its failure to reasonably supervise its employees or agents entrusted with the security or access device. Customer agrees to conduct a detailed background check of all employees or agents having authority to implement any cash management transaction and to periodically check such others' work. The Customer further agrees that the Bank will not be liable for any erroneous, fraudulent or unauthorized transaction which was not otherwise caused by the Bank's gross negligence or willful misconduct.
- e) To the extent permitted by Texas Law, Indemnify and hold Bank, its affiliates, subsidiaries, officers, directors and employees harmless against any claim, loss, damage, deficiency, penalty, cost or expense resulting from: (a) any breach or default by the Customer in the performance or observance of this or any other Agreement; (b) any negligence or willful misconduct of the Customer; (c) incorrect, incomplete, or inaccurate data or information furnished by Customer to Bank; (d) any action taken by Bank (i) at the direction of Customer or its agent, (ii) at any direction authenticated by any device, symbol, or code assigned to or chosen by Customer in connection with a Service (unless Bank has actual knowledge that such direction is unauthorized), or (iii) in accordance with the procedures set forth in any Attachment.

3. Bank's Duties. Bank shall:

- a) Instruct Customer and its personnel in the proper use and operation of the Service(s) furnished herewith.

Payments Client Support
Questions call 1-800-774-8179

- b) Exercise professional standard of care in the performance of Bank's obligations under this Agreement and any Attachment, including the maintenance of the confidentiality of Customer's account and of any identification device, symbol, or code utilized by Customer in obtaining a Service.
- c) Not be responsible for any liability, loss or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this Agreement or any Attachment, or for any error in transmission which: (i) was not caused by the Bank's gross negligence or willful misconduct; (ii) results from any malfunction, including data related processing, that may occur in Customer's computer software or computer system; or (iii) from an act of God; a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies; the unavailability, interruption, or malfunction of communications facilities or utilities; acts of, delays, or failures to act by other banks or financial institutions, intermediaries or their personnel; and criminal acts by persons other than Bank personnel; or any other circumstances beyond the Bank's control.
- d) Consistent with any security procedures agreed upon between Bank and Customer, confirm the identity of any person executing a transaction pursuant to this Agreement or any Attachment. The Bank, otherwise, may rely upon any written or verbal instruction by any person if the bank reasonably believes such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.
- e) Indemnify and hold Customer harmless against any loss, damage, deficiency, penalty, cost or expense claims brought against Customer to the extent that such claims arise out of the Bank's gross negligence or willful misconduct. Any liability of Bank to Customer shall be limited to direct losses suffered by Customer, not to exceed the sum of the fees and charges then imposed for Services purchased by Customer hereunder for a period of one year.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term.

- a) This Agreement shall remain in full force and effect on the same terms and conditions as expressed herein, or as may be amended, until such time as it is terminated by either party as provided herein. Subject to section 4(b) and 4(c), either party may terminate this Agreement or any Service by giving sixty (60) days prior written notice to the other party. The liabilities of the parties shall cease on the effective date of termination, except as to events that shall have previously occurred.
- b) All Services are provided subject to applicable laws and rules. In the event Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules, this Agreement or a specific Service may be terminated immediately upon written notice by Bank to Customer.
- c) In the event of Customer's failure to perform or observe any of the conditions, covenants, and restrictions herein set forth, or if in the good faith opinion of Bank the Customer is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this Agreement or any Service immediately by giving written notice to Customer.

5. Miscellaneous.

Bank may amend this Agreement and any Attachment, including any provision as to fees, in order to comply with a ruling by a regulatory, governmental or other oversight body, by giving Customer prior written notice of the amendment, but this Agreement may not otherwise be amended or assigned except in writing signed by both parties.

- a) Any notice under this Agreement shall be deemed given: (i) to Bank when such notice is received at its Payment Solutions Division, Attn: Payments Client Support, 5130 Parkway Plaza Boulevard, 500-96-01-05,

Charlotte, NC 28217-1964, or at such other location as Bank may hereafter provide to Customer in writing; (ii) to Customer when mailed, postage prepaid, or delivered to Customer's current address, as shown on Bank's records.

- b) All information, whether printed, written or oral, furnished by either party shall be held in confidence and used only for the purpose of furnishing or utilizing Services rendered herewith and in compliance with the CBSA, unless otherwise required by law or by a court of competent jurisdiction.
- c) This Agreement, together with the CBSA and any applicable Attachments contain the entire understanding of the parties and supersedes any previous discussions, proposals, or agreement, whether oral or written. In the event of any conflict between a provision set forth in this Agreement and a provision contained in an Attachment, the latter provision shall prevail. This Agreement shall not supersede or govern any other banking or lending relationship between the parties.
- d) The invalidity of any provision of this Agreement, either in its entirety or in any particular circumstance, shall not impair the validity of the remaining provisions or the validity of such provision in any other circumstance. This Agreement shall be governed, as to both interpretation and performance by the laws of the State in which Bank's main office is located, without regard to its conflict of laws provisions.
- e) Client hereby waives any right to a jury trial.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and to be effective as of the day and year first above written. Customer hereby acknowledges receipt of copies of this Agreement and any applicable Attachments and consents to the terms and conditions contained therein.

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

BANK

Signed:  _____

By: JAMES A WILLIAMS

Title: SENIOR VICE PRESIDENT

* Individual signing as "Customer" above must be an authorized individual appearing on the **BB&T Resolution and Agreement for Deposit Account.**

FORWARD COMPLETED DOCUMENT TO YOUR PAYMENT SOLUTIONS SALES REPRESENTATIVE:

Name: _____ Fax # / Email Addr: _____



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|-------------------------------------|
| File #: | 14-490 | Version: | 1 | Name: | TXDoT Third Party Notification Form |
| Type: | Agreement | Status: | | Status: | Consent Agenda |
| File created: | 5/23/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action and discussion on a notification for a change order from TxDOT on the Rock Prairie Road Bridge project in the amount of \$53,975.55, and authorizing the city manager to execute the acknowledgement notification on behalf of the City Council. | | | | |
| Sponsors: | Donald Harmon | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | TXDoT Third Party Form.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action and discussion on a notification for a change order from TxDOT on the Rock Prairie Road Bridge project in the amount of \$53,975.55, and authorizing the city manager to execute the acknowledgement notification on behalf of the City Council.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends acknowledgement of the notification for a change order from TxDOT on the Rock Prairie Road Overpass project in the amount of \$53,975.55, and authorizing the city manager to execute the acknowledgement notification on behalf of the City Council.

Summary: The City has an Advance Funding Agreement with the Texas Department of Transportation for the Rock Prairie Road Bridge Project. The City is responsible for 100% of the costs associated with the project that are in excess of the State funding obligated maximum of \$4,637,420. As part of the agreement, TXDoT is obligated to notify the City of any change orders.

Budget & Financial Summary: The TXDoT third party notification form is to notify the City that a change order in the amount of \$53,975.55 has been executed, and the cost may be the City's responsibility. It is anticipated that an AFA Amendment will be brought to the City Council upon the completion of the project to account for all project costs. A total of \$567,000 is budgeted for this project in the Streets Capital Improvement Projects Fund. \$478,066 has been expended or committed to date, leaving a balance of \$88,934 for this change order and remaining expenditures.

Attachments:

1. TXDoT Third Party Notification Form

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

CITY OF COLLEGE STATION

(Outside Entity's Legal Name)

| | |
|------------------|--------------------|
| CCSJ: | <u>0049-12-086</u> |
| Project: | <u>C 49-12-86</u> |
| Highway: | <u>SH 6</u> |
| County: | <u>BRAZOS</u> |
| District: | <u>BRYAN</u> |
| Contract Number: | <u>07133042</u> |

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

- Fixed Price (Lump Sum) (Estimated Amount \$ 46,934.34)
 Actual Cost

(a) Contract Items (Bid Items):

\$ 46,934.34

(b) E&C*:

(a) x 7.68 = \$ 3,604.56
enter %

(c) Indirect Cost**:

(a + b) x 6.80 = \$ 3,436.65
enter %

TOTAL

\$ 53,975.55

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

| | |
|--|---------------|
| Funding for this Change Order has been arranged: | |
| _____ TxDOT Representative | _____ Date |
| Typed/Printed Name: _____ | |



Legislation Details (With Text)

File #: 14-491 **Version:** 1 **Name:** Electric Disribution Poles
Type: Presentation **Status:** Consent Agenda
File created: 5/23/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion on a bid award for the purchase of steel, fiberglass, and concrete electric distribution poles to Creative Pultrusions, \$143,920.05; KBS Electrical Distributors, \$163,578; RS Technologies, \$317,115.23; and TransAmerican Power Products, Inc., \$106,522 for a total of \$731,135.28.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [14-057 Tabulation.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a bid award for the purchase of steel, fiberglass, and concrete electric distribution poles to Creative Pultrusions, \$143,920.05; KBS Electrical Distributors, \$163,578; RS Technologies, \$317,115.23; and TransAmerican Power Products, Inc., \$106,522 for a total of \$731,135.28.

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

Recommendation(s): Recommend award to the lowest responsible bidders meeting specifications.

| | | |
|----------|----------------------|--------------|
| Group A: | TransAmerican | \$55,840.00 |
| Group B: | TransAmerican | \$50,682.00 |
| Group C: | RS Technologies | \$272,622.35 |
| Group D: | Creative Pultrusions | \$143,920.05 |
| Group E: | RS Technologies | \$44,492.88 |
| Group F: | KBS Electrical Dist. | \$115,425.00 |
| Group G: | KBS Electrical Dist. | \$48,153.00 |

Summary: Seven (7) sealed, competitive bids were received and opened on May 13, 2014. Purchases orders will be created upon award of this agreement, and purchases will be made as needed during the term of the agreement. The various electric poles will be maintained in Electrical Inventory and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional one year terms.

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

Reviewed and Approved by Legal: N/A

Attachments: Bid Tabulation No. 14-057



City of College Station - Purchasing Division
Bid Tabulation for #14-057
"Annual Purchase of Electric Distribution Poles"
Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | Priester- Mell & Nicholson | | | StressCrete Inc. | | | Creative Pultrusions | | | |
|--|-----|------|------------------|---|--|-------------|-------------|----------------------|------------|-------------|----------------------|------------|-------------|--------|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | |
| GROUP 'A' MATERIALS (Steel Poles) | | | | | | | | | | | | | | |
| A1 | 10 | ea | 285-065-00020 | 30' Steel Pole | 91,000 | \$1,078.00 | \$10,780.00 | | | \$0.00 | | | | \$0.00 |
| A2 | 10 | ea | 285-065-00010 | 40' Steel Pole | 105,000 | \$1,675.00 | \$16,750.00 | | | \$0.00 | | | | \$0.00 |
| A3 | 10 | ea | 285-065-00011 | 45' Steel Pole | 139,000 | \$1,813.00 | \$18,130.00 | | | \$0.00 | | | | \$0.00 |
| A4 | 5 | ea | 285-065-00012 | 50' Steel Pole | 144,000 | \$1,927.00 | \$9,635.00 | | | \$0.00 | | | | \$0.00 |
| A5 | 5 | ea | 285-065-00013 | 55' Steel Pole | 130,000 | \$2,030.00 | \$10,150.00 | | | \$0.00 | | | | \$0.00 |
| Total Group A | | | | | | \$65,445.00 | | | \$0.00 | | | | \$0.00 | |
| Exceptions | | | | | Quoting Ductile Iron Pole, natural weather finished (80 year life) in lieu of galvanizing. Ground line movement for A4 & A5 do not meet requirements. Quoted per mfg. std. terms & conditions. | | | | | | | | | |
| GROUP 'B' MATERIALS (Steel Self-Supporting Poles) | | | | | | | | | | | | | | |
| B1 | 3 | ea | 285-065-00016 | 50' Steel Self Supporting Pole w/ 6 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| B2 | 3 | ea | 285-065-00017 | 50' Steel Self Supporting Pole w/ 12 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| B3 | 3 | ea | 285-065-00018 | 50' Steel Self Supporting Pole w/ 18 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| B4 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 6 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| B5 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 12 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| B6 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 18 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| Total Group B | | | | | | \$0.00 | | | \$0.00 | | | | \$0.00 | |
| Exceptions | | | | | | | | | | | | | | |
| GROUP 'C' MATERIALS (Fiberglass Composite Poles) | | | | | | | | | | | | | | |
| C1 | 10 | ea | 285-065-00028 | 30' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| C2 | 30 | ea | 285-065-000__ | 40' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| C3 | 30 | ea | 285-065-00022 | 45' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| C4 | 15 | ea | 285-065-000__ | 50' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| C5 | 15 | ea | 285-065-000__ | 55' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| Total Group C | | | | | | \$0.00 | | | \$0.00 | | | | \$0.00 | |
| Exceptions | | | | | | | | | | | | | | |



City of College Station - Purchasing Division
 Bid Tabulation for #14-057
 "Annual Purchase of Electric Distribution Poles"
 Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | Priester- Mell & Nicholson | | | StressCrete Inc. | | | Creative Pultrusions | | | |
|--|-----|------|------------------|--|----------------------------|------------|-------------|----------------------|--------------|-------------|----------------------|------------|-------------|--|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | |
| GROUP 'D' MATERIALS (Fiberglass Composite Poles) | | | | | | | | | | | | | | |
| D1 | 5 | ea | 285-065-00028 | 30' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | 94,437 | \$1,291.77 | \$6,458.85 | |
| D2 | 20 | ea | 285-065-000__ | 40' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | 94,437 | \$1,596.49 | \$31,929.80 | |
| D3 | 20 | ea | 285-065-00024 | 40' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | 117,953 | \$1,808.28 | \$36,165.60 | |
| D4 | 20 | ea | 285-065-00022 | 45' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | 117,953 | \$1,991.83 | \$39,836.60 | |
| D5 | 5 | ea | 285-065-00025 | 50' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | 166,593 | \$2,839.68 | \$14,198.40 | |
| D6 | 5 | ea | 285-065-000__ | 55' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | 166,593 | \$3,066.16 | \$15,330.80 | |
| Total Group D | | | | | | | \$0.00 | | | \$0.00 | \$143,920.05 | | | |
| Exceptions | | | | | | | | | | | | | | |
| GROUP 'E' MATERIALS (Tapered Fiberglass Composite Poles) | | | | | | | | | | | | | | |
| E1 | 2 | ea | 285-065-000__ | 50' Tapered Shaft Fiberglass Composite Pole w/ 6 degree angle | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| E2 | 2 | ea | 285-065-00026 | 50' Tapered Shaft Fiberglass Composite Pole w/ 12 degree angle | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| E3 | 2 | ea | 285-065-000__ | 50' Tapered Shaft Fiberglass Composite Pole w/ 18 degree angle | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| Total Group E | | | | | | | \$0.00 | | | \$0.00 | \$0.00 | | | |
| Exceptions | | | | | | | | | | | | | | |
| GROUP 'F' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles) | | | | | | | | | | | | | | |
| F1 | 5 | ea | 540-070-00020 | 35" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$1,522.00 | \$7,610.00 | | | \$0.00 | |
| F2 | 10 | ea | 540-070-00010 | 40" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$1,707.00 | \$17,070.00 | | | \$0.00 | |
| F3 | 25 | ea | 540-070-00008 | 45" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$1,892.00 | \$47,300.00 | | | \$0.00 | |
| F4 | 15 | ea | 540-070-00009 | 50" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$2,147.00 | \$32,205.00 | | | \$0.00 | |
| F5 | 10 | ea | 540-070-00011 | 55" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$2,640.00 | \$26,400.00 | | | \$0.00 | |
| Total Group F | | | | | | | \$0.00 | | \$130,585.00 | | \$0.00 | | | |
| Exceptions | | | | | | | | | | | | | | |
| GROUP 'G' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles With Angle) | | | | | | | | | | | | | | |
| G1 | 3 | ea | 540-070-00021 | 50' Prestressed Spun Cast Concrete Pole w/ 6 degree angle | | | \$0.00 | | \$2,973.00 | \$8,919.00 | | | \$0.00 | |
| G2 | 3 | ea | 540-070-00018 | 50' Prestressed Spun Cast Concrete Pole w/ 12 degree angle | | | \$0.00 | | \$3,343.00 | \$10,029.00 | | | \$0.00 | |
| G3 | 3 | ea | 540-070-00019 | 50' Prestressed Spun Cast Concrete Pole w/ 18 degree angle | | | \$0.00 | | \$3,899.00 | \$11,697.00 | | | \$0.00 | |
| G4 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 6 degree angle | | | \$0.00 | | \$4,655.00 | \$9,310.00 | | | \$0.00 | |
| G5 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 12 degree angle | | | \$0.00 | | \$5,581.00 | \$11,162.00 | | | \$0.00 | |
| G6 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 18 degree angle | | | \$0.00 | | \$6,137.00 | \$12,274.00 | | | \$0.00 | |
| Total Group G | | | | | | | \$0.00 | | \$63,391.00 | | \$0.00 | | | |
| Exceptions | | | | | | | | | | | | | | |



City of College Station - Purchasing Division
 Bid Tabulation for #14-057
 "Annual Purchase of Electric Distribution Poles"
 Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | Priester- Mell & Nicholson | | | StressCrete Inc. | | | Creative Pultrusions | | | |
|------|-----|------|------------------|---------------------------------------|----------------------------|--------------------|-------------|----------------------|------------|-------------|----------------------|---------------------------|-------------------------------|--|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | |
| | | | | GROUP "A" MATERIALS SUBTOTAL | | \$65,445.00 | | | | | | | | |
| | | | | Manufacturer | | Seamless Pole Inc. | | | | | | | | |
| | | | | Delivery | | 8-12 wks | | | | | | | | |
| | | | | GROUP "B" MATERIALS SUBTOTAL | | | | | | | | | | |
| | | | | Manufacturer | | | | | | | | | | |
| | | | | Delivery | | | | | | | | | | |
| | | | | GROUP "C" MATERIALS SUBTOTAL | | | | | | | | | | |
| | | | | Manufacturer | | | | | | | | | | |
| | | | | Delivery | | | | | | | | | | |
| | | | | GROUP "D" MATERIALS SUBTOTAL | | | | | | | | \$143,920.05 | | |
| | | | | Manufacturer | | | | | | | | Creative Pultrusions, Inc | | |
| | | | | Delivery | | | | | | | | 6 weeks Aro | | |
| | | | | GROUP "E" MATERIALS SUBTOTAL | | | | | | | | | | |
| | | | | Manufacturer | | | | | | | | | | |
| | | | | Delivery | | | | | | | | | | |
| | | | | GROUP "F" MATERIALS SUBTOTAL | | | | \$130,585.00 | | | | | | |
| | | | | Manufacturer | | | | StressCrete Inc. | | | | | | |
| | | | | Delivery | | | | 45 days | | | | | | |
| | | | | GROUP "G" MATERIALS SUBTOTAL | | | | \$63,391.00 | | | | | | |
| | | | | Manufacturer | | | | StressCrete Inc. | | | | | | |
| | | | | Delivery | | | | 45 days | | | | | | |
| | | | | TOTAL RECOMMENDED AWARD AMOUNT | | | | | | | | \$143,920.05 | | |
| | | | | Certification of Bid | | Y | | | | Y | | | N | |
| | | | | Exceptions | | | | | | | | | Prompt Payment Discount 1/2 % | |



City of College Station - Purchasing Division
Bid Tabulation for #14-057
"Annual Purchase of Electric Distribution Poles"
Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | M.D. Henry Company Inc. | | | KBS Electrical Dist. | | | KBS Electrical Dist. (Alternate Bid) | | | |
|--|-----|------|------------------|---|---------------------------------------|-------------|-------------|---|-------------|-------------|--|-------------|-------------|--|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | |
| GROUP 'A' MATERIALS (Steel Poles) | | | | | | | | | | | | | | |
| A1 | 10 | ea | 285-065-00020 | 30' Steel Pole | 84,800 | \$1,694.00 | \$16,940.00 | | \$1,282.00 | \$12,820.00 | | \$1,056.00 | \$10,560.00 | |
| A2 | 10 | ea | 285-065-00010 | 40' Steel Pole | 100,000 | \$1,928.00 | \$19,280.00 | | \$1,501.00 | \$15,010.00 | | \$1,127.00 | \$11,270.00 | |
| A3 | 10 | ea | 285-065-00011 | 45' Steel Pole | 147,000 | \$2,261.00 | \$22,610.00 | | \$1,799.00 | \$17,990.00 | | \$1,452.00 | \$14,520.00 | |
| A4 | 5 | ea | 285-065-00012 | 50' Steel Pole | 161,000 | \$2,456.00 | \$12,280.00 | | \$2,087.00 | \$10,435.00 | | \$1,543.00 | \$7,715.00 | |
| A5 | 5 | ea | 285-065-00013 | 55' Steel Pole | 175,000 | \$2,654.00 | \$13,270.00 | | \$2,296.00 | \$11,480.00 | | \$2,068.00 | \$10,340.00 | |
| Total Group A | | | | | | \$84,380.00 | | | \$67,735.00 | | | \$54,405.00 | | |
| Exceptions | | | | | Attached Notes & Clarifications Pages | | | Prices based on full truck load quantities. | | | Alternate Steel Pole Bid. Valmont taking exception to the FOB destination. Valmont offers products at prepaid & add, estimated freight per truck is \$1980.00. | | | |
| GROUP 'B' MATERIALS (Steel Self-Supporting Poles) | | | | | | | | | | | | | | |
| B1 | 3 | ea | 285-065-00016 | 50' Steel Self Supporting Pole w/ 6 degree angle | 187,000 | \$2,550.00 | \$7,650.00 | | \$2,232.00 | \$6,696.00 | | \$2,482.00 | \$7,446.00 | |
| B2 | 3 | ea | 285-065-00017 | 50' Steel Self Supporting Pole w/ 12 degree angle | 329,000 | \$3,356.00 | \$10,068.00 | | \$2,778.00 | \$8,334.00 | | \$2,518.00 | \$7,554.00 | |
| B3 | 3 | ea | 285-065-00018 | 50' Steel Self Supporting Pole w/ 18 degree angle | 400,000 | \$3,587.00 | \$10,761.00 | | \$3,244.00 | \$9,732.00 | | \$2,979.00 | \$8,937.00 | |
| B4 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 6 degree angle | 405,300 | \$4,873.00 | \$9,746.00 | | \$3,954.00 | \$7,908.00 | | \$3,712.00 | \$7,424.00 | |
| B5 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 12 degree angle | 643,300 | \$6,017.00 | \$12,034.00 | | \$5,220.00 | \$10,440.00 | | \$4,960.00 | \$9,920.00 | |
| B6 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 18 degree angle | 873,200 | \$6,925.00 | \$13,850.00 | | \$5,870.00 | \$11,740.00 | | \$5,857.00 | \$11,714.00 | |
| Total Group B | | | | | | \$64,109.00 | | | \$54,850.00 | | | \$52,995.00 | | |
| Exceptions | | | | | Attached Notes & Clarifications Pages | | | Prices based on full truck load quantities. | | | Alternate Steel Pole Bid. Valmont taking exception to the FOB destination. Valmont offers products at prepaid & add, estimated freight per truck is \$1980.00. | | | |
| GROUP 'C' MATERIALS (Fiberglass Composite Poles) | | | | | | | | | | | | | | |
| C1 | 10 | ea | 285-065-00028 | 30' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| C2 | 30 | ea | 285-065-000__ | 40' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| C3 | 30 | ea | 285-065-00022 | 45' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| C4 | 15 | ea | 285-065-000__ | 50' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| C5 | 15 | ea | 285-065-000__ | 55' Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | \$0.00 | |
| Total Group C | | | | | | \$0.00 | | | \$0.00 | | | \$0.00 | | |
| Exceptions | | | | | | | | | | | | | | |



City of College Station - Purchasing Division
Bid Tabulation for #14-057
"Annual Purchase of Electric Distribution Poles"
Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | M.D. Henry Company Inc. | | | KBS Electrical Dist. | | | KBS Electrical Dist. (Alternate Bid) | | | |
|--|-----|------|------------------|--|-------------------------|------------|-------------|----------------------|---|-------------|---|---|-------------|--------|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | |
| GROUP 'D' MATERIALS (Fiberglass Composite Poles) | | | | | | | | | | | | | | |
| D1 | 5 | ea | 285-065-00028 | 30' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| D2 | 20 | ea | 285-065-000__ | 40' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| D3 | 20 | ea | 285-065-00024 | 40' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| D4 | 20 | ea | 285-065-00022 | 45' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| D5 | 5 | ea | 285-065-00025 | 50' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| D6 | 5 | ea | 285-065-000__ | 55' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| Total Group D | | | | | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| Exceptions | | | | | | | | | | | | | | |
| GROUP 'E' MATERIALS (Tapered Fiberglass Composite Poles) | | | | | | | | | | | | | | |
| E1 | 2 | ea | 285-065-000__ | 50' Tapered Shaft Fiberglass Composite Pole w/ 6 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| E2 | 2 | ea | 285-065-00026 | 50' Tapered Shaft Fiberglass Composite Pole w/ 12 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| E3 | 2 | ea | 285-065-000__ | 50' Tapered Shaft Fiberglass Composite Pole w/ 18 degree angle | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| Total Group E | | | | | | | \$0.00 | | | \$0.00 | | | | \$0.00 |
| Exceptions | | | | | | | | | | | | | | |
| GROUP 'F' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles) | | | | | | | | | | | | | | |
| F1 | 5 | ea | 540-070-00020 | 35" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$1,499.00 | \$7,495.00 | | \$1,921.00 | \$9,605.00 | |
| F2 | 10 | ea | 540-070-00010 | 40" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$1,603.00 | \$16,030.00 | | \$1,999.00 | \$19,990.00 | |
| F3 | 25 | ea | 540-070-00008 | 45" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$1,733.00 | \$43,325.00 | | \$2,132.00 | \$53,300.00 | |
| F4 | 15 | ea | 540-070-00009 | 50" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$1,891.00 | \$28,365.00 | | \$2,237.00 | \$33,555.00 | |
| F5 | 10 | ea | 540-070-00011 | 55" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | \$2,021.00 | \$20,210.00 | | \$2,358.00 | \$23,580.00 | |
| Total Group F | | | | | | | \$0.00 | | \$115,425.00 | | | \$140,030.00 | | |
| Exceptions | | | | | | | | | Pricing is based on maximizing truck loads. | | | Alternate Concrete Quote. Prices based on full truck load quantities. | | |
| GROUP 'G' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles With Angle) | | | | | | | | | | | | | | |
| G1 | 3 | ea | 540-070-00021 | 50' Prestressed Spun Cast Concrete Pole w/ 6 degree angle | | | \$0.00 | | \$2,358.00 | \$7,074.00 | | \$2,237.00 | \$6,711.00 | |
| G2 | 3 | ea | 540-070-00018 | 50' Prestressed Spun Cast Concrete Pole w/ 12 degree angle | | | \$0.00 | | \$2,805.00 | \$8,415.00 | | \$2,711.00 | \$8,133.00 | |
| G3 | 3 | ea | 540-070-00019 | 50' Prestressed Spun Cast Concrete Pole w/ 18 degree angle | | | \$0.00 | | \$3,057.00 | \$9,171.00 | | \$2,763.00 | \$8,289.00 | |
| G4 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 6 degree angle | | | \$0.00 | | \$3,278.00 | \$6,556.00 | | \$3,511.00 | \$7,022.00 | |
| G5 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 12 degree angle | | | \$0.00 | | \$4,140.00 | \$8,280.00 | | \$4,210.00 | \$8,420.00 | |
| G6 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 18 degree angle | | | \$0.00 | | \$4,739.00 | \$9,478.00 | | \$4,789.00 | \$9,578.00 | |
| Total Group G | | | | | | | \$0.00 | | \$48,974.00 | | \$48,153.00 | | | |
| Exceptions | | | | | | | | | Pricing is based on maximizing truck loads. | | | Alternate Concrete Quote. Prices based on full truck load quantities. | | |



City of College Station - Purchasing Division
Bid Tabulation for #14-057
"Annual Purchase of Electric Distribution Poles"
Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | M.D. Henry Company Inc. | | | KBS Electrical Dist. | | | KBS Electrical Dist. (Alternate Bid) | | |
|------|-----|------|------------------|---------------------------------------|-------------------------|--|-------------|----------------------|-------------|-------------|---|--------------------|-------------|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price |
| | | | | GROUP "A" MATERIALS SUBTOTAL | | \$84,380.00 | | | \$67,735.00 | | | \$54,405.00 | |
| | | | | Manufacturer | | M.D. Henry Co. Inc. | | | Trinity | | | Valmont | |
| | | | | Delivery | | 14-16 weeks | | | 12-14 weeks | | | 10 weeks | |
| | | | | GROUP "B" MATERIALS SUBTOTAL | | \$64,109.00 | | | \$54,850.00 | | | \$52,995.00 | |
| | | | | Manufacturer | | M.D. Henry Co. Inc. | | | Trinity | | | Valmont | |
| | | | | Delivery | | 14-16 weeks | | | 12-14 weeks | | | 10 weeks | |
| | | | | GROUP "C" MATERIALS SUBTOTAL | | | | | | | | \$0.00 | |
| | | | | Manufacturer | | | | | | | | | |
| | | | | Delivery | | | | | | | | | |
| | | | | GROUP "D" MATERIALS SUBTOTAL | | | | | | | | | |
| | | | | Manufacturer | | | | | | | | | |
| | | | | Delivery | | | | | | | | | |
| | | | | GROUP "E" MATERIALS SUBTOTAL | | | | | | | | | |
| | | | | Manufacturer | | | | | | | | | |
| | | | | Delivery | | | | | | | | | |
| | | | | GROUP "F" MATERIALS SUBTOTAL | | | | \$115,425.00 | | | | \$140,030.00 | |
| | | | | Manufacturer | | | | Valmont Newmark | | | | Turner Comp | |
| | | | | Delivery | | | | 10 weeks | | | | 10-12 weeks | |
| | | | | GROUP "G" MATERIALS SUBTOTAL | | | | \$48,974.00 | | | | \$48,153.00 | |
| | | | | Manufacturer | | | | Valmont Newmark | | | | Turner Comp | |
| | | | | Delivery | | | | 10 weeks | | | | 10-12 weeks | |
| | | | | TOTAL RECOMMENDED AWARD AMOUNT | | | | \$115,425.00 | | | | \$48,153.00 | |
| | | | | Certification of Bid | | Y | | Y | | | | Y | |
| | | | | Exceptions | | Prices are firm for delivery of poles on or before December 30, 2014 | | | | | | | |



City of College Station - Purchasing Division
Bid Tabulation for #14-057
"Annual Purchase of Electric Distribution Poles"
Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | RS Technologies | | | TransAmerican Power Products, Inc. | | |
|--|-----|------|------------------|---|----------------------|------------|---------------------|---|------------|-------------|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price |
| GROUP 'A' MATERIALS (Steel Poles) | | | | | | | | | | |
| A1 | 10 | ea | 285-065-00020 | 30' Steel Pole | | | \$0.00 | 82,210 | \$871.00 | \$8,710.00 |
| A2 | 10 | ea | 285-065-00010 | 40' Steel Pole | | | \$0.00 | 103,870 | \$1,262.00 | \$12,620.00 |
| A3 | 10 | ea | 285-065-00011 | 45' Steel Pole | | | \$0.00 | 140,910 | \$1,523.00 | \$15,230.00 |
| A4 | 5 | ea | 285-065-00012 | 50' Steel Pole | | | \$0.00 | 153,030 | \$1,797.00 | \$8,985.00 |
| A5 | 5 | ea | 285-065-00013 | 55' Steel Pole | | | \$0.00 | 168,890 | \$2,059.00 | \$10,295.00 |
| Total Group A | | | | | | | \$0.00 | \$55,840.00 | | |
| Exceptions | | | | | | | | Ground Sleeves not included in price, but are available upon request. Step Bolts not included in price but are available upon request | | |
| GROUP 'B' MATERIALS (Steel Self-Supporting Poles) | | | | | | | | | | |
| B1 | 3 | ea | 285-065-00016 | 50' Steel Self Supporting Pole w/ 6 degree angle | | | \$0.00 | 178,560 | \$1,959.00 | \$5,877.00 |
| B2 | 3 | ea | 285-065-00017 | 50' Steel Self Supporting Pole w/ 12 degree angle | | | \$0.00 | 298,060 | \$2,551.00 | \$7,653.00 |
| B3 | 3 | ea | 285-065-00018 | 50' Steel Self Supporting Pole w/ 18 degree angle | | | \$0.00 | 406,140 | \$3,038.00 | \$9,114.00 |
| B4 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 6 degree angle | | | \$0.00 | 412,960 | \$3,713.00 | \$7,426.00 |
| B5 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 12 degree angle | | | \$0.00 | 645,920 | \$4,658.00 | \$9,316.00 |
| B6 | 2 | ea | 285-065-000__ | 60' Steel Self Supporting Pole w/ 18 degree angle | | | \$0.00 | 882,280 | \$5,648.00 | \$11,296.00 |
| Total Group B | | | | | | | \$0.00 | \$50,682.00 | | |
| Exceptions | | | | | | | | Ground Sleeves not included in price, but are available upon request. Step Bolts not included in price but are available upon request | | |
| GROUP 'C' MATERIALS (Fiberglass Composite Poles) | | | | | | | | | | |
| C1 | 10 | ea | 285-065-00028 | 30' Fiberglass Composite Pole | 108,000 | \$1,319.57 | \$13,195.70 | | | \$0.00 |
| C2 | 30 | ea | 285-065-000__ | 40' Fiberglass Composite Pole | 184,000 | \$2,276.58 | \$68,297.40 | | | \$0.00 |
| C3 | 30 | ea | 285-065-00022 | 45' Fiberglass Composite Pole | 194,090 | \$2,923.14 | \$87,694.20 | | | \$0.00 |
| C4 | 15 | ea | 285-065-000__ | 50' Fiberglass Composite Pole | 186,140 | \$3,444.46 | \$51,666.90 | | | \$0.00 |
| C5 | 15 | ea | 285-065-000__ | 55' Fiberglass Composite Pole | 181,290 | \$3,451.21 | \$51,768.15 | | | \$0.00 |
| Total Group C | | | | | | | \$272,622.35 | \$0.00 | | |
| Exceptions | | | | | | | None | | | |



City of College Station - Purchasing Division
Bid Tabulation for #14-057
"Annual Purchase of Electric Distribution Poles"
Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | RS Technologies | | | TransAmerican Power Products, Inc. | | |
|--|-----|------|------------------|--|----------------------|------------|-------------|------------------------------------|------------|-------------|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price |
| GROUP 'D' MATERIALS (Fiberglass Composite Poles) | | | | | | | | | | |
| D1 | 5 | ea | 285-065-00028 | 30' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 |
| D2 | 20 | ea | 285-065-000__ | 40' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 |
| D3 | 20 | ea | 285-065-00024 | 40' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 |
| D4 | 20 | ea | 285-065-00022 | 45' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 |
| D5 | 5 | ea | 285-065-00025 | 50' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 |
| D6 | 5 | ea | 285-065-000__ | 55' Straight Shaft Fiberglass Composite Pole | | | \$0.00 | | | \$0.00 |
| Total Group D | | | | | | | \$0.00 | | | \$0.00 |
| Exceptions | | | | | | | | | | |
| GROUP 'E' MATERIALS (Tapered Fiberglass Composite Poles) | | | | | | | | | | |
| E1 | 2 | ea | 285-065-000__ | 50' Tapered Shaft Fiberglass Composite Pole w/ 6 degree angle | 276,010 | \$5,908.59 | \$11,817.18 | | | \$0.00 |
| E2 | 2 | ea | 285-065-00026 | 50' Tapered Shaft Fiberglass Composite Pole w/ 12 degree angle | 366,330 | \$6,578.28 | \$13,156.56 | | | \$0.00 |
| E3 | 2 | ea | 285-065-000__ | 50' Tapered Shaft Fiberglass Composite Pole w/ 18 degree angle | 575,860 | \$9,759.57 | \$19,519.14 | | | \$0.00 |
| Total Group E | | | | | | | \$44,492.88 | | | \$0.00 |
| Exceptions | | | | | | | None | | | |
| GROUP 'F' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles) | | | | | | | | | | |
| F1 | 5 | ea | 540-070-00020 | 35" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | | \$0.00 |
| F2 | 10 | ea | 540-070-00010 | 40" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | | \$0.00 |
| F3 | 25 | ea | 540-070-00008 | 45" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | | \$0.00 |
| F4 | 15 | ea | 540-070-00009 | 50" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | | \$0.00 |
| F5 | 10 | ea | 540-070-00011 | 55" Prestressed Spun Cast Concrete Pole | | | \$0.00 | | | \$0.00 |
| Total Group F | | | | | | | \$0.00 | | | \$0.00 |
| Exceptions | | | | | | | | | | |
| GROUP 'G' MATERIALS (Self Supporting Prestressed Spun Cast Concrete Poles With Angle) | | | | | | | | | | |
| G1 | 3 | ea | 540-070-00021 | 50' Prestressed Spun Cast Concrete Pole w/ 6 degree angle | | | \$0.00 | | | \$0.00 |
| G2 | 3 | ea | 540-070-00018 | 50' Prestressed Spun Cast Concrete Pole w/ 12 degree angle | | | \$0.00 | | | \$0.00 |
| G3 | 3 | ea | 540-070-00019 | 50' Prestressed Spun Cast Concrete Pole w/ 18 degree angle | | | \$0.00 | | | \$0.00 |
| G4 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 6 degree angle | | | \$0.00 | | | \$0.00 |
| G5 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 12 degree angle | | | \$0.00 | | | \$0.00 |
| G6 | 2 | ea | 540-070-000__ | 60' Prestressed Spun Cast Concrete Pole w/ 18 degree angle | | | \$0.00 | | | \$0.00 |
| Total Group G | | | | | | | \$0.00 | | | \$0.00 |
| Exceptions | | | | | | | | | | |



City of College Station - Purchasing Division
Bid Tabulation for #14-057
"Annual Purchase of Electric Distribution Poles"
Open Date: Tuesday, May 13, 2014 @ 2:00 p.m.

| Item | Qty | Unit | COCS Inventory # | Description | RS Technologies | | | TransAmerican Power Products, Inc. | | |
|------|-----|------|------------------|---------------------------------------|----------------------|--------------------------------|-------------|------------------------------------|------------|------------------------------|
| | | | | | Ground Line Movement | Unit Price | Total Price | Ground Line Movement | Unit Price | Total Price |
| | | | | GROUP "A" MATERIALS SUBTOTAL | | | | | | \$55,840.00 |
| | | | | Manufacturer | | | | | | TransAmerican Power Products |
| | | | | Delivery | | | | | | 8-9 weeks |
| | | | | GROUP "B" MATERIALS SUBTOTAL | | | | | | \$50,682.00 |
| | | | | Manufacturer | | | | | | TransAmerican Power Products |
| | | | | Delivery | | | | | | 8-9 weeks |
| | | | | GROUP "C" MATERIALS SUBTOTAL | | \$272,622.35 | | | | |
| | | | | Manufacturer | | RS Technologies | | | | |
| | | | | Delivery | | 6-10 weeks | | | | |
| | | | | GROUP "D" MATERIALS SUBTOTAL | | | | | | |
| | | | | Manufacturer | | | | | | |
| | | | | Delivery | | | | | | |
| | | | | GROUP "E" MATERIALS SUBTOTAL | | \$44,492.88 | | | | |
| | | | | Manufacturer | | RS Technologies | | | | |
| | | | | Delivery | | 6-10 weeks | | | | |
| | | | | GROUP "F" MATERIALS SUBTOTAL | | | | | | |
| | | | | Manufacturer | | | | | | |
| | | | | Delivery | | | | | | |
| | | | | GROUP "G" MATERIALS SUBTOTAL | | | | | | |
| | | | | Manufacturer | | | | | | |
| | | | | Delivery | | | | | | |
| | | | | TOTAL RECOMMENDED AWARD AMOUNT | | \$317,115.23 | | | | \$106,522.00 |
| | | | | Certification of Bid | | Y | | | | Y |
| | | | | Exceptions | | Electronic Funds Discount - 1% | | | | Prompt Payment Discount - 2% |



Legislation Details (With Text)

File #: 14-495 **Version:** 1 **Name:** Northgate/Southwood Wastewater Capacity Study
Type: Contract **Status:** Consent Agenda
File created: 5/23/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding a professional services contract with InterraHydro, Inc. in the amount of \$184,815.50 for an investigative study of wastewater collection system capacity in the Northgate and Southwood Valley areas.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding a professional services contract with InterraHydro, Inc. in the amount of \$184,815.50 for an investigative study of wastewater collection system capacity in the Northgate and Southwood Valley areas.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval

Summary: The Water Services Department routinely monitors the flow levels in the wastewater collection system, and excessive flows during rain events have been detected in the Northgate and Southwood Valley sewer shed areas. The sources of this inflow must be identified and corrected, to regain the capacity in the sewer mains and lift stations in these areas. This project will identify potential pipe failures, hydraulic capacity issues, and possible illegal connections with a combination of flow evaluation, infrastructure inspection, smoke tests, and data analysis leading to engineering recommendations to correct critical defects. In addition, rehabilitation projects will be identified and prioritized for the Capital Improvements Plan.

InterraHydro, Inc. has previously performed analysis/evaluation on other wastewater basins in College Station and has demonstrated strict adherence to analysis specifications and high quality standards. InterraHydro, Inc is highly qualified to perform this study, and has negotiated a fair price for the work. Therefore, staff is recommending award to InterraHydro Inc.

Budget and Financial Summary: Funds are budgeted and available in the Wastewater Operating

Fund.

Reviewed and Approved by Legal: Yes.

Attachments: None. Contract document available in City Secretary's office.



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|--------------|---|
| File #: | 14-496 | Version: | 1 | Name: | Effluent Purchase Agreement with Apache Corporation |
| Type: | Contract | Status: | | | Consent Agenda |
| File created: | 5/23/2014 | In control: | | | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | | |
| Title: | Presentation, possible action, and discussion regarding a reclaimed water supply agreement with Apache Corporation. | | | | |
| Sponsors: | David Coleman | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Reclaimed Water Supply Agreement with Apache Corp_ 5-29-14.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
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Presentation, possible action, and discussion regarding a reclaimed water supply agreement with Apache Corporation.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation: Staff recommends approval of this reclaimed water supply agreement.

Summary: Apache Corporation will be drilling and fracking a large number of oil wells in the region immediately east of the Carters Creek Wastewater Treatment Plant. Apache expects these operations will last two years, but may extend for several years beyond that. Apache Corporation’s desire is to avoid using potable water for their operations, and have requested to purchase treated wastewater effluent (reclaimed water) from the City.

Staff has negotiated a proposed contract with Apache whereby Apache will pay all costs to construct and operate a pump station adjacent the Carters Creek Plant that will withdraw effluent (reclaimed water) from the final basin of the treatment process, and transport it via pipeline across the Creek to various storage ponds they will construct on private property. The City will provide a firm supply of 3 million gallons per day, which can be increased to 5 if adequate surplus flow exists. Apache will pay \$2.50 per thousand gallons (the City’s normal commercial rate for potable water is \$2.49/thousand) and in the two-year initial term of the contract, at the full volume Apache expects to need, this rate is estimated to result in approximately \$5 million of Water Fund revenue.

The contract requires Apache to obtain a Permit from the Texas Commission on Environmental Quality to transport and use Type II Effluent, which has special treatment and handling requirements. City staff has already assisted Apache with the application for these permits, and they are expected

to be approved soon.

This contract will be an excellent revenue stream for the City, will promote economic growth in the Brazos Valley, and is an environmentally sound solution for Apache's water needs. The City has full rights to sell this effluent, and the proposed agreement will not hinder any other existing obligations for this water. For these reasons, staff recommends approval.

Budget & Financial Summary: Funds received from this agreement will go into the Water Fund.

Reviewed and Approved by Legal: Yes

Attachment: Reclaimed Water Supply Agreement

Reclaimed Water Supply Agreement
Between
City of College Station, Texas
and
Apache Corporation

This Reclaimed Water Supply Agreement (this “**Agreement**”) is entered into by and between the City of College Station, Texas, a Texas home rule municipality (“**City**”), and Apache Corporation, a Delaware corporation (“**Apache**”). The City and Apache may be referred to individually as a “**Party**”, and collectively as the “**Parties**.” For and in consideration of the promises, covenants and agreements set forth herein, the sufficiency of which are hereby acknowledged, the City and Apache hereby agree as follows:

1. Term of this Agreement and Extension.

a. Initial Term. The Initial Term is a period of two (2) years, beginning on the Effective Date and ending on the day before the second anniversary of the Effective Date (the “**Initial Termination Date**”).

b. Extension of Initial Term. This Agreement shall automatically renew for subsequent twelve (12) month terms under the current terms and conditions herein, except as provided in Section 4.c.ii. (Water Purchase Rate adjustments), unless terminated upon at least thirty (30) days prior written notice, by either party, with or without cause.

2. Agreement to Provide Firm Supply.

The City agrees to provide at least three (3) million gallons per day of treated wastewater effluent (“**Reclaimed Water**”) at the Carters Creek Wastewater Treatment Plant. Up to 5 million gallons per day of reclaimed water may be available, based upon whether surplus flow is available in the Plant after satisfying existing or any future reclaimed water contracts and obligations. Usage above the base 3 million gallons per day supply must be requested and coordinated with the City in advance, as stipulated in this Agreement. The City’s obligation to make Reclaimed Water available is subject to the terms of, and availability of, water under the City’s groundwater well production and operating permits (“**Well Permits**”). Should the City’s rights under the Well Permits be amended or restricted during the term of this Agreement such that the City may no longer furnish this amount of Reclaimed Water, then the City shall provide written notice thereof to Apache. Such notice shall also specify the revised firm quantity of Reclaimed Water that the City can make available. In the event the Parties are unable to reach written agreement within 30 days thereafter regarding the terms and conditions under which the revised quantity of Reclaimed Water that will be furnished by the City to Apache, then this Agreement shall automatically terminate, and the Parties shall thereafter be without further duty or obligation to each other.

3. Regulatory Approvals, Permits and Authorizations.

a. Apache shall be responsible for securing from the Texas Commission on Environmental Quality (“TCEQ”) a Reclaimed Water Authorization (“**210 Authorization**”) as required under 30 Texas Administrative Code Chapter 210 (the “**Reclaimed Water Rules**”), and all other authorizations required for receipt and use of the Reclaimed Water, at Apache’s sole cost and expense. The City shall not be obligated to incur any costs or expenses in connection therewith.

b. Apache shall comply with all applicable requirements of the Reclaimed Water Rules, the 210 Authorization, and any other regulatory approvals. Any violations by Apache of the 210 Authorization, the Reclaimed Water Rules, or any other regulatory approvals or requirements shall be a material breach of this Agreement, and, notwithstanding anything else herein, the City may terminate this Agreement if Apache fails to correct such violations within the time periods prescribed in Chapter 210 or as otherwise specified in this Agreement for cure of a breach.

c. The Parties agree as follows in connection with the Chapter 210 Authorization:

- (i) The City and Apache shall each comply with the applicable requirements to which they are respectively subject under the Reclaimed Water Rules;
- (ii) For purposes of the Reclaimed Water Rules, the City shall be the “reclaimed water producer” and Apache shall be a “reclaimed water user” as defined under the Reclaimed Water Rules;
- (iii) Apache shall be solely responsible for providing notification to, and obtaining approval from, the executive director of TCEQ for any proposed use of the Reclaimed Water made available to Apache by the City;
- (iv) Apache shall be solely responsible for preparing an operation and maintenance plan in accordance with the Reclaimed Water Rules;
- (v) Apache warrants that the Reclaimed Water furnished by the City to Apache shall be utilized only for “Type II reclaimed water use” as defined under the Reclaimed Water Rules;
- (vi) In accordance with 30 TAC §210.6, the City’s responsibilities under the Reclaimed Water Rules shall be limited to the following:
 - 1. Transfer reclaimed water of the quality applicable to Type II reclaimed water use at the “**Point of Delivery**” (as hereinafter defined); and
 - 2. Sample and analyze the wastewater and report such analyses in accordance with 30 TAC § 210.34 and § 210.36(b); and

3. Notify the executive director of TCEQ within five days of obtaining knowledge of reclaimed water use not authorized by Chapter 210 Authorization.

d. In the event of any substantive revisions to the Reclaimed Water Rules or other governmental or regulatory requirements during the term of this Agreement which prohibits compliance with the provisions of this Agreement, either Party shall have the right to terminate this Agreement by providing written notice of termination to the other Party.

4. On-Demand Purchase of Reclaimed Water.

a. Apache's Right to Purchase. Subject to the terms and conditions of this Agreement, Apache has the right, but not the obligation, to purchase all or a portion of the Reclaimed Water made available under this agreement, after receipt of all regulatory approvals, including the 210 Authorization, and completion of construction of the Conveyance System. At any time thereafter, Apache may provide written notice to the City of Apache's election to purchase a specified quantity of Reclaimed Water (such notice being a "**Purchase Notice**").

b. Purchase Notice. Apache will notify the City of its election to purchase all or some lesser amount of the Reclaimed Water, ten (10) days prior to the desired delivery date; however there is no "take" obligation or minimum commitment to purchase any Reclaimed Water under this Agreement. The Purchase Notice shall specify: the estimated quantity of Reclaimed Water sought (the "**Purchased Water**"); the estimated date that delivery is to begin; and the estimated number of days Apache intends to take delivery under this Purchase Notice.

c. Payment for Purchased Water.

(i) The Water Purchase Rate shall be two dollars and fifty cents (\$2.50) per each one-thousand (1,000) gallons of Purchased Water (the "**Water Purchase Rate**").

(ii) If the Agreement is extended in accordance with Section 1.b., the Water Purchase Rate may be adjusted by written amendment at any time following the initial term of this Agreement; provided, however, that thirty (30) days written notice is given prior to any rate adjustment.

d. Billing and Payment.

(i) This is an On-Demand contract. The City will read the meter and invoice Apache monthly for the Purchased Water delivered during the previous month and each invoice shall be due and payable within thirty (30) days of the date of the invoice. In the event Apache fails to timely pay an invoice in full, then Apache shall pay a late payment charge of ten percent (10%) of the amount of the invoice. For each calendar month or fraction thereof that the statement remains unpaid, Apache shall pay interest at the rate of two percent (2%) of the amount of the statement; provided, however, that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by Apache to the City is placed with an attorney for collection, Apache shall pay to

the City, in addition to all other payments provided for by this Agreement, including interest, the City's collection expenses, including court costs and attorney's fees.

(ii) If Apache remains delinquent in any payments due hereunder for a period of thirty (30) days, the City may give Apache written notice of its intent to suspend the sale of Reclaimed Water to Apache. If Apache fails to provide payment within fifteen (15) days from the date of such written notice, then the City may suspend the sale of Reclaimed Water to Apache and shall not resume the sale of Reclaimed Water while Apache remains delinquent. In connection therewith, the City may pull or lock all meters, or take such other actions as may be necessary, to ensure that the supply of Reclaimed Water ceases during the delinquency. Such suspension shall not affect or relieve Apache from its obligation to provide payment under this Agreement for any other fees, charges and payments for which Apache is responsible. The Parties agree that during any suspension period, the City may also pursue any rights or remedies available to it at law or in equity or specified in this Agreement, including termination.

(iii) If Apache at any time disputes the amount to be paid by it to the City, Apache shall nevertheless promptly make the disputed payment or payments, but Apache shall have the right to seek a judicial determination whether the amounts charged by the City are in accordance with the terms of this Agreement. If it is subsequently determined by agreement or court decision that the disputed amounts should have been less or more, the City shall promptly revise the amount in a manner such that Apache or the City shall recover the amount due.

(iv) If a court, the TCEQ, or any federal or state regulatory authority finds that the rates or policies for delivering Reclaimed Water to Apache under this Agreement are unreasonable or otherwise unenforceable, then the Parties agree to negotiate in good faith, but shall be under no obligation to reach an agreement concerning, alternative rates or an alternative rate methodology. By signing this Agreement, Apache stipulates and agrees that the City will be prejudiced if Apache avoids the obligation to pay the rates for Reclaimed Water specified in this Agreement while accepting the benefits of obtaining Reclaimed Water from the City. Nothing in this Agreement shall be construed as constituting an undertaking by the City to furnish water to Apache except pursuant to the terms of this Agreement.

(v) Except as otherwise provided herein, all monies paid hereunder by Apache to the City shall be non-refundable.

5. Water Quality.

a. Water Quality. The Purchased Water delivered under this Agreement will be Reclaimed Water (treated wastewater effluent) from the Carter's Creek Waste Water Treatment Plant ("WWTP"). Subject to the minimum treatment requirements of the City's Texas Pollutant Discharge Elimination System ("TPDES") Permits and the water quality requirements of the 210 Authorization, all water delivered under this Agreement shall be delivered "As Is" and "With All Faults". Without waiving any immunities and defenses available to either Party, all of which

defenses and immunities are specifically reserved, **APACHE AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, INCLUDING WITHOUT LIMITATION, ANY CLAIMS FOR NEGLIGENCE, WITH RESPECT TO ANY INJURY (INCLUDING DEATH) TO ANY PERSON, AND ANY DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE RECEIPT AND USE OF THE RECLAIMED WATER MADE AVAILABLE BY THE CITY UNDER THIS AGREEMENT.** If at any time the City becomes aware that any Reclaimed Water from the WWTP is not meeting the water quality requirements of TPDES Permits or the water quality requirements of the Reclaimed Water Rules, the City shall promptly notify Apache in writing and identify with reasonable particularity the nature and degree of noncompliance. Unless and until the Reclaimed Water produced by the WWTP meets all applicable federal, state and local water quality standards, Apache shall not take or pay for the Reclaimed Water.

b. Monitoring Water Quality. The City will sample and analyze the quality of the Purchased Water in accordance with the terms of the 210 Authorization applicable to the City and in accordance with the requirements of the Reclaimed Water Rules applicable to the producers of reclaimed water.

c. Nuisance and Other Conditions. Apache shall ensure that there shall be no nuisance conditions resulting from the distribution, the use, and/or storage of wastewater furnished by the City. Apache further agrees that reclaimed water shall not be utilized in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.

d. Upgrade of WWTP. Notwithstanding any provision herein to the contrary, the City shall have absolutely no obligation to improve or modify the WWTP in order to meet the minimum quality requirements set forth in the 210 Authorization. In the event the 210 Authorization requires a minimum quality that exceeds the quality of Reclaimed Water produced by the WWTP, either Party may elect to terminate this Agreement, in which event the Parties shall be without further duty or obligation to each other.

e. Ownership of Reclaimed Water. Title for liability purposes to all Purchased Water supplied hereunder by the City shall pass to Apache at the Point of Delivery. Apache agrees to save and hold the City harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said Purchased Water.

6. **Delivery System.**

a. Design. Apache will be responsible for the design and construction of the system for taking delivery of the Purchased Water, including the connection necessary to receive and measure the Purchased Water at the point of delivery specified by the City at the wastewater treatment plant (the “**Point of Delivery**”) and the piping and associated equipment necessary for conveyance of the Purchased Water to Apache’s storage point (the “**Conveyance System**”). The plans and specifications for each stage of the Conveyance System shall be subject to the City’s prior review and approval. Apache shall use electric pumps, with low-level shutoffs, and pipelines for the Conveyance System and will not use trucks to transport Reclaimed Water. The design will comply with standards of the City and regulatory requirements applicable to handling of reclaimed

water. Apache will submit a copy of the preliminary design of each stage of the Conveyance System to the City for its review and approval. The City will have two (2) weeks to approve or reject the preliminary design of each stage of the Conveyance System. If the City rejects the preliminary design of a certain stage of the Conveyance System, the City will return the design to Apache with a detailed description of the City's reasons for rejecting it. Apache will address the issues raised by the City within thirty (30) days of receiving the rejection notice by resubmitting the revised preliminary design of the applicable stage of the Conveyance System to the City for approval. A similar review and approval process shall be undertaken by the Parties in connection with the final plans and specifications for each stage of the Conveyance System. Required elements of the design include, but are not limited to:

1. Emergency electrical shut-off on City side of fence
2. Float switch in clear well to prevent excess pump-down
3. Pumps will include backflow preventers
4. Emergency response phone number prominently posted on City side
5. Apache will meet all federal, state, and local regulations for creek crossings
6. Pump motors will have VFDs
7. Apache will pay all in & out costs for Electric Service
8. City will provide a location for chlorine dioxide storage and Apache will ensure it meets TCEQ regulations and any other regulations for the transportation, storage, and usage of chlorine dioxide, and associated chemicals.

b. Right-of-Way and Access. Apache shall be solely responsible for securing any and all necessary rights-of-way for construction and operation of the Conveyance System. The City grants Apache a temporary access license to the WWTP property controlled by the City (excluding public right-of-way) for construction and operation of the Conveyance System thereon; provided, however, that the City shall not authorize the Conveyance System to be located on any WWTP property that would interrupt or adversely impact City operations or facilities (whether existing or future), or that would inconvenience or adversely affect the public, as determined in the City's sole and absolute discretion. If future expansion or alteration of the WWTP requires relocation of the Conveyance System or Apache-owned equipment, such relocation shall be done at Apache's sole expense. Upon termination of this Agreement, Apache's rights to own or operate any portion of the Conveyance System in or on City-controlled property shall terminate for all purposes. Apache shall have a period of ninety (90) days after termination to remove any portion of Conveyance System that it owns from City-controlled property, and in connection therewith, shall return the property substantially to its prior condition. In the event Apache fails to do so, then the Conveyance System in such City-controlled property shall be deemed abandoned for all purposes, and Apache shall have no further rights or interests thereto.

c. Construction. Apache will construct the Conveyance System in accordance with plans and specifications approved, and building permits issued, by the City, at Apache's sole expense and in accordance with whatever schedule it deems appropriate. The Conveyance and Transportation System shall at all times comply with all applicable TCEQ regulations, permit requirements, and any other laws.

d. Ownership of the Conveyance System. Except as otherwise provided herein, Apache will have sole responsibility for the Conveyance System and will hold title to all portions of it. Apache will operate the Conveyance System exclusively and will bear sole responsibility for all operating and maintenance expenses associated with the Conveyance System, including an electric meter and electricity for the pumps.

7. Breach and Termination.

a. Termination for Material Breach. Notwithstanding anything in this Agreement to the contrary, any material breach, as defined in Section 7.b., by either Party to perform any of the terms, conditions and provisions of this Agreement, shall be cause for termination of this Agreement by the non-breaching Party. Upon such breach, the non-breaching Party may notify the breaching Party of the breach and non-breaching Party's intention to terminate this Agreement if the breaching Party fails to cure such breach within thirty (30) days from the date of the notice, or if said breach is not capable of being cured within said thirty (30) day period, the defaulting party fails to cure such breach within said period of time and thereafter diligently prosecute to completion the curing of such breach. The notice must include a reasonable description of the breach. If by the thirtieth (30th) day the breaching Party fails or refuses to cure or commence to cure if applicable, such breach pursuant to the terms and conditions of this Agreement, then the non-breaching Party shall have the right to terminate this Agreement with ten (10) days additional notice to the breaching Party. Notwithstanding the foregoing, the defaulting Party shall have a period of ten (10) days to cure, after receipt of the default notice, any matters specified in the default notice which may be cured solely by the payment of money. If the defaulting Party fails to provide payment in full, then the non-defaulting Party shall have the right to terminate this Agreement by providing written notice of termination to the defaulting Party.

b. Material Breach. The following breach, default or failure to perform a duty or obligation under this Agreement is a material breach:

- i. Failure to timely pay in full any bill, charge, or fee as required by this Agreement
- ii. Failure by City to deliver Purchased Water to the Conveyance System for seventy-two (72) consecutive hours in breach of the terms of this Agreement
- iii. Failure by Apache to correct any potentially hazardous or nuisance conditions associated with the Conveyance System
- iv. Failure by either Party to comply with any material terms, conditions or representations of this Agreement
- v. Failure by either Party to comply with the applicable requirements of the Chapter 210 Authorization or the Reclaimed Water Rules

c. Effect of Termination. Upon termination of this Agreement under this Section 7, all rights, duties and obligations of Apache and the City under this Agreement shall cease and

terminate; provided, however, the following obligations shall survive termination of this Agreement:

- i. Apache's obligation to provide payment for any Purchased Water delivered by the City prior to termination
- ii. Apache's obligations under Section 6 of this Agreement

d. No Waiver by the City. Any failure by the City to terminate this Agreement, or the acceptance by the City of any benefits under this Agreement, for any period of time after a material breach, default or failure by Apache shall not be determined to be a waiver by the City of any rights to terminate this Agreement for any subsequent material breach, default or failure.

e. No Waiver by Apache. Any failure by Apache to terminate this Agreement, or the acceptance by Apache of any benefits under this Agreement, for any period of time after a material breach, default or failure by the City shall not be determined to be a waiver by Apache of any rights to terminate this Agreement for any subsequent material breach, default or failure.

8. Representations.

a. Representations of Apache. Apache represents and agrees that:

- i. It is a Delaware corporation qualified in all respects to conduct business within the State of Texas;
- ii. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Apache and the person executing this Agreement on behalf of Apache has been fully authorized and empowered to bind Apache to the terms and provisions of this Agreement; and
- iii. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it.

The City is executing this Agreement in reliance on each of the representations set forth above and each such representation and warranty shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

b. Representations of the City. The City represents to Apache that:

- i. The City is a home rule municipality of the State of Texas, and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;
- ii. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person

executing this Agreement on behalf of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement; and

- iii. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it.

Apache is executing this Agreement in reliance on each of the representations set forth above and each such representation and warranty of the City shall survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement.

9. Dispute Resolution. In the event any controversy arising under this Agreement is not resolved by informal negotiations between the Parties within thirty (30) days after any Party requests negotiations, upon the request of either Party, the controversy may be, but shall not be required to be, referred to the voluntary settlement procedure known as mediation, which process shall be governed by the TEXAS CIVIL PRACTICE & REMEDIES CODE, Section 154.002, et seq. If the Parties agree to mediation, the Parties will attempt to select a mutually acceptable mediator, who shall be an accountant, lawyer or engineer with the requisite training and accreditation as a mediator, to mediate the dispute between the Parties. Failing identification of a mutually acceptable mediator by the Parties, the Parties shall request the Presiding Judge of the State District Courts of Brazos County, Texas, to appoint a mediator or, in the absence of a Presiding Judge, the Judge of the lowest-numbered State District Court in Brazos County, Texas. The mediation process will continue until the controversy is resolved, the mediator makes a finding that there is no possibility of settlement through mediation, or any Party chooses not to continue further. All costs and expenses of the mediation (including the mediator's fees), will be shared equally by the Parties; provided, however, that costs incurred by each Party shall be costs solely of such Party. In the event the Parties do not agree to mediation, elect to discontinue mediation at any time, or the mediation does not result in resolution of the dispute, then either Party may pursue any right or remedy available at law or in equity; provided, however, that the Parties hereby agree that Apache's remedies for any breach of this Agreement by the City shall be limited to injunctive relief. This Section shall not be deemed a waiver of the City's governmental immunity, which shall remain in full force and effect for all purposes.

10. Insurance. Apache shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Apache, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit "A"** and Certificates of insurance evidencing the required insurance policies are to be attached in **Exhibit "B"**.

11. INDEMNIFICATION. APACHE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY APACHE UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, APACHE, OR ANY THIRD PARTY.

12. RELEASE. APACHE ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH APACHE'S WORK TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, APACHE, OR ANY THIRD PARTY.

13. GOVERNING LAW; VENUE; WAIVER OF CONSEQUENTIAL DAMAGES. THIS AGREEMENT, AND THE OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. SUBJECT TO THE MEDIATION PROVISIONS IN SECTION 9, VENUE FOR ALL DISPUTES INVOLVING THIS AGREEMENT SHALL BE IN THE APPROPRIATE DISTRICT COURT IN BRAZOS COUNTY, TEXAS. NEITHER PARTY, ITS AFFILIATES OR THEIR REPRESENTATIVES SHALL BE LIABLE FOR ANY LOST PROFITS OR FOR ANY INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF ANY OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. If any term or provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, it is the intention and agreement of these Parties that the contract shall remain in force and effect as to all other terms

and purposes and that the court shall reform or modify the void or unenforceable portions of this Agreement to as closely as possible carry out the original intent of the Parties.

15. Section Headings and Recitals. Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signatures of any Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

17. Entire Agreement and Integration. This Agreement constitutes the entire agreement between the Parties relative to the subject matter herein.

18. Parties in Interest. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the undersigned Parties and the legal representatives, successors and permitted assigns of such Parties. Whenever a reference to any Party is made in this Agreement such reference shall be deemed to include a reference to the legal representatives, successors and permitted assigns of such Party.

19. Time. Time is of the essence in the performance of the Parties' obligations under this Agreement.

20. Force Majeure. The term "Force Majeure" as used in this Agreement, shall mean those situations or conditions which are beyond the control of Apache or the City and which, after the exercise of due diligence to remedy such situation or condition, render Apache or the City unable, wholly or in part, to carry out the covenants contained herein. Such Force Majeure events include, but are not limited to, acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of government of the United States or of the State of Texas or other civil or military authority, war, terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, storms, droughts, civil disturbances, explosions, and restraints of government and people, governmental, regulatory, judicial, or administrative restraint or order, breakage or damage to machinery, groundwater well(s), equipment, pipelines, plants, sudden shortage, sudden insufficiency, failure, interruptions, or curtailment of water or energy supply, and any other inabilities of either Party, whether similar to those enumerated or otherwise, and not within the control of the Party claiming such inability, and which by the exercise of due diligence and care such Party could not have avoided.

21. No Partnership Created. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute the Parties hereto as partners, joint venturers, employers or employees, principals or agents, or as having any other relationship except that of independent Parties to this Agreement. Neither Party is authorized to make any contract, agreement, warranty, or representation or to create any obligation, express or implied, on behalf of the other except where explicitly indicated in this Agreement.

22. Third Party Beneficiary. No person other than the Parties may rely on or be a beneficiary of this Agreement.

23. Assignment. This Agreement and the rights of a Party hereunder may be assigned in whole or in part to any third party only with the prior written consent of the other Party. Any assignments by Apache shall be effective only after notice to the City of the assignment and, except for a collateral assignment to a lender, provided that the assignee executes an instrument assuming the rights, duties and obligations of Apache under this Agreement. The City shall not unreasonably withhold consent to the assignment of this Agreement or Apache's rights hereunder to a third party lender financing the construction of all or any part of the Conveyance System. Any lender who comes into possession of any portion of the Conveyance System by foreclosure, deed in lieu of foreclosure or otherwise will take such equipment subject to the terms of this Agreement.

24. Good Faith Efforts to Agree. The Parties shall use good faith efforts to reach agreement on decisions to be made under this Agreement. All reasonable efforts will be made to facilitate the review and response on requested decisions.

25. Compliance with Laws. Each Party agrees to comply with all applicable federal, state and local laws and any applicable ordinances, rules, orders and regulations of any of the authorities having jurisdiction over the activities contemplated by this Agreement, including without limitation, the TPDES Permits and 210 Authorization.

26. Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

27. Notice. Any official notice under this Contact will be sent to the following addresses:

City of College Station

Attn: David Coleman

PO BOX 9960

1101 Texas Ave.

College Station, TX 77842

DColeman@cstx.gov

Apache Corporation

Attn: Darrell Donaldson

2000 W. Sam Houston Parkway South

Houston, Texas 77042

Darrell.Donaldson@Apachecorp.com

28. Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned through their representatives have executed this Agreement on the dates set forth below.

APACHE CORPORATION

CITY OF COLLEGE STATION

By: Mark Bauer

By: _____

Printed Name: Mark W. Bauer

City Manager

Title: Region VP, Gulf Coast Onshore

Date: _____

Date: June 2, 2014

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

LIST OF EXHIBITS:

- A. Insurance Requirements
- B. Apache's Certificate of Insurance
- C. Apache's TCEQ 290 Permit Applications
- D. Apache's Drawings and Specifications of Reclaimed Water Conveyance System
- E. Apache's Designation of Attorney in Fact (if Agreement is signed in that capacity)

Contract No. _____

Reclaimed Water Supply Agreement – Apache Corp.

EXHIBIT A.
Insurance Requirements

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

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

- II. For each of these policies, Apache's insurance shall be endorsed to show Apache's policies are primary insurance. Any self-insurance or insurance policies maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Apache's insurance and shall not contribute to it. No term or provision of the indemnification provided by Apache to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit B**, and approved by the City before any work commences.

- III. All coverages provided by subcontractors shall be subject to all of the requirements stated herein.

- IV. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.

 - B. "Claims made" policies will not be accepted, except for Professional Liability insurance.

 - C. Coverage shall not be suspended, voided, canceled, or reduced in limits of liability except after thirty (30) days prior written notice (ten (10) days for non-payment of premium) has been given to the City of College Station.

 - D. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 1. that the insurance company is licensed and authorized to do business in the State of Texas
 2. all endorsements and coverages according to the requirements of this Contract
 3. the form of notice of cancellation, termination, or change in coverage provisions

 4. The City of College Station, its officials, employees, and volunteers are named as Additional Insureds on the Commercial General Liability and

Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude the following: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and Explosion Collapse and Underground coverage.
- F. The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- E. Pollution Liability Coverage

VII. Workers Compensation Insurance requirements:

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

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

"A. Definitions:

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

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

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*

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

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

EXHIBIT B.
Apache's Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2014

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

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

| | | | |
|---|--|-----------------------------|-----------------------------|
| PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388 | CONTACT NAME: | John L. Wortham & Son, L.P. | |
| | PHONE (A/C, No, Ext): | 713-526-3366 | FAX (A/C, No): 713-521-1951 |
| INSURED Apache Corporation 2000 Post Oak Blvd., Suite 100 Houston TX 77056 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : ACE American Insurance Company | | 22667 |
| | INSURER B : | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER: 20042047

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | ISAH08820685 | 5/1/2014 | 5/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WLR C47888104 | 5/1/2014 | 5/1/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

City Of College Station
P.O. Box 9960
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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ACORD 25 (2014/01)

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ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

| | | | |
|---|----------------------------|---|-------------------------------|
| Named Insured Apache Corporation | | | Endorsement Number 1 |
| Policy Symbol ISA | Policy Number H08820685 | Policy Period 05/01/2014 to 05/01/2015 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- GARAGE COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**
- EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

John L. Wortham & Son, L.P.

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

| | | | |
|---|----------------------------|---|-------------------------------|
| Named Insured Apache Corporation | | | Endorsement Number 2 |
| Policy Symbol ISA | Policy Number H08820685 | Policy Period 05/01/2014 TO 05/01/2015 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

John L. Wortham & Son, L.P.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

| | | | |
|--|-----------------------------------|--|--|
| Named Insured APACHE CORPORATION 2000 POST OAK BLVD SUITE 100 HOUSTON TX 77056 | | | Endorsement Number |
| Policy Symbol WLR | Policy Number C47888104 | Policy Period 05-01-2014 to 05-01-2015 | Effective Date of Endorsement 05-01-2014 |
| Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, TX, refer to state specific endorsement.

This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

EXHIBIT C.
Apache's TCEQ 290 Permit Applications

EXHIBIT D.
Apache's Drawings and Specifications of Reclaimed Water Conveyance System

EXHIBIT E.
Apache's Designation of Attorney in Fact



Legislation Details (With Text)

File #: 14-502 **Version:** 1 **Name:** Interdepartmental Transfer Coversheet
Type: Presentation **Status:** Consent Agenda
File created: 5/23/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of budget transfers between several departments within the General Fund.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Community Services Salaries&Benefits.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion regarding approval of budget transfers between several departments within the General Fund.

Relationship to Strategic Goals:

1. Good Governance

Recommendation: Staff recommends approval of budget transfers between several departments within the General Fund.

Summary: Earlier this fiscal year, some organizational changes were made. These included the creation of the Community Services Department within General Government. The Community Services Department is responsible for Community Services Administration, Community Development, Code Enforcement and the Northgate District Management functions. These areas were previously part of the Planning and Development Services Department. This request is for Council approval of the transfer of the corresponding FY14 budget for Community Services Administration and for the General Fund funded Code Enforcement division from the Planning and Development Services Department to the Community Services Department. These budget transfers total \$174,253.

The organizational changes also included the transfer of the Neighborhood Services function from Planning and Development Services Department to the Public Communications Department within General Government. This request is for Council approval of the transfer of the corresponding FY14 budget for this division from Planning and Development Services to Public Communications. This budget transfer totals \$88,982.

This request is coming before Council because when budget adjustments (transfers) are made between departments within the General Fund, Council approval is required.

Budget & Financial Summary: There will be no net impact on the FY14 budget as a result of these budget transfers as they reflect only the shift of budget between departments.

Reviewed and Approved by Legal: Yes.

| COMMUNITY SERVICES, P&DS, & COMMUNICATIONS | | | | | |
|--|--------------------|---------------------------|--------------|---------------|------------------|
| FY14 BUDGET TRANSFERS | | | | | |
| DEPARTMENT | ACCOUNT # | DESCRIPTION | BUDGET TF IN | BUDGET TF OUT | EMPLOYEE |
| Community Services - Admin | 001-1021-575.11-11 | Salaries: Fulltime Labor | 24,180 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.12-10 | Benefits: FICA | 1,849 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.12-20 | Benefits: Retirement | 3,272 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.12-30 | Benefits: Group Health | 4,290 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.12-31 | Benefits: Group Life Ins | 71 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.12-40 | Benefits: Workers Comp | 25 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.12-50 | Benefits: Unemploy Comp | 20 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.63-10 | TRAINING: TRAVEL/LODGING | 1,037 | | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.63-11 | TRAINING: OUTSIDE TRNG. | 840 | | Browder/Piscacek |
| Planning & Development | 001-4363-577.11-11 | Salaries: Fulltime Labor | | (24,180) | Browder/Piscacek |
| Planning & Development | 001-4363-577.12-10 | Benefits: FICA | | (1,849) | Browder/Piscacek |
| Planning & Development | 001-4363-577.12-20 | Benefits: Retirement | | (3,272) | Browder/Piscacek |
| Planning & Development | 001-4363-577.12-30 | Benefits: Group Health | | (4,290) | Browder/Piscacek |
| Planning & Development | 001-4363-577.12-31 | Benefits: Group Life Ins | | (71) | Browder/Piscacek |
| Planning & Development | 001-4363-577.12-40 | Benefits: Workers Comp | | (25) | Browder/Piscacek |
| Planning & Development | 001-4363-577.12-50 | Benefits: Unemploy Comp | | (20) | Browder/Piscacek |
| Planning & Development | 001-4363-577.63-10 | TRAINING: TRAVEL/LODGING | | (1,037) | Browder/Piscacek |
| Planning & Development | 001-4363-577.63-11 | TRAINING: OUTSIDE TRNG. | | (840) | Browder/Piscacek |
| Community Services - Admin | 001-1021-575.11-10 | Salaries: Supervisory | 76,403 | | Eller |
| Community Services - Admin | 001-1021-575.12-10 | Benefits: FICA | 5,845 | | Eller |
| Community Services - Admin | 001-1021-575.12-20 | Benefits: Retirement | 10,337 | | Eller |
| Community Services - Admin | 001-1021-575.12-30 | Benefits: Group Health | 8,580 | | Eller |
| Community Services - Admin | 001-1021-575.12-31 | Benefits: Group Life Ins | 228 | | Eller |
| Community Services - Admin | 001-1021-575.12-40 | Benefits: Workers Comp | 78 | | Eller |
| Community Services - Admin | 001-1021-575.12-50 | Benefits: Unemploy Comp | 40 | | Eller |
| Community Services - Admin | 001-1021-575.12-70 | Car Allowance | 3,610 | | Eller |
| Planning & Development | 001-4360-571.11-10 | Salaries: Supervisory | | (76,403) | Eller |
| Planning & Development | 001-4360-571.12-10 | Benefits: FICA | | (5,845) | Eller |
| Planning & Development | 001-4360-571.12-20 | Benefits: Retirement | | (10,337) | Eller |
| Planning & Development | 001-4360-571.12-30 | Benefits: Group Health | | (8,580) | Eller |
| Planning & Development | 001-4360-571.12-31 | Benefits: Group Life Ins | | (228) | Eller |
| Planning & Development | 001-4360-571.12-40 | Benefits: Workers Comp | | (78) | Eller |
| Planning & Development | 001-4360-571.12-50 | Benefits: Unemploy Comp | | (40) | Eller |
| Planning & Development | 001-4360-571.12-70 | Car Allowance | | (3,610) | Eller |
| Public Communications | 001-1016-529.11-11 | Salaries: Fulltime Labor | 53,525 | | Moore |
| Public Communications | 001-1016-529.12-10 | Benefits: FICA | 3,682 | | Moore |
| Public Communications | 001-1016-529.12-20 | Benefits: Retirement | 7,213 | | Moore |
| Public Communications | 001-1016-529.12-30 | Benefits: Group Health | 8,376 | | Moore |
| Public Communications | 001-1016-529.12-31 | Benefits: Group Life Ins | 154 | | Moore |
| Public Communications | 001-1016-529.12-40 | Benefits: Workers Comp | 54 | | Moore |
| Public Communications | 001-1016-529.12-50 | Benefits: Unemploy Comp | 40 | | Moore |
| Public Communications | 001-1016-529.21-10 | Office Supplies: General | 500 | | Moore |
| Public Communications | 001-1016-529.21-20 | Office Supplies: Educate | 1,000 | | Moore |
| Public Communications | 001-1016-529.21-71 | Computer Software | 500 | | Moore |
| Public Communications | 001-1016-529.24-30 | Misc Suppl:Promo Material | 500 | | Moore |
| Public Communications | 001-1016-529.24-31 | Misc Suppl: : Goodwill | 5,067 | | Moore |
| Public Communications | 001-1016-529.24-32 | Misc Suppl: Food And Ice | 2,555 | | Moore |
| Public Communications | 001-1016-529.51-50 | Util Serv: Local Phone | 52 | | Moore |
| Public Communications | 001-1016-529.51-51 | Util Serv:Lng Dist Phone | 79 | | Moore |
| Public Communications | 001-1016-529.61-10 | Insurance: Premium | 629 | | Moore |
| Public Communications | 001-1016-529.62-30 | Advertise: Promotional | 1,000 | | Moore |
| Public Communications | 001-1016-529.63-10 | Training: Travel/Lodging | 1,000 | | Moore |
| Public Communications | 001-1016-529.63-11 | Training: Outside Trng | 500 | | Moore |
| Public Communications | 001-1016-529.63-20 | Training: Inhouse Trng | 250 | | Moore |
| Public Communications | 001-1016-529.63-30 | Training: Memberships | 250 | | Moore |
| Public Communications | 001-1016-529.65-12 | Printing: External | 1,000 | | Moore |
| Public Communications | 001-1016-529.67-40 | Sundry: Postage | 1,056 | | Moore |
| Planning & Development | 001-4364-529.11-11 | Salaries: Fulltime Labor | | (53,525) | Moore |
| Planning & Development | 001-4364-529.12-10 | Benefits: FICA | | (3,682) | Moore |
| Planning & Development | 001-4364-529.12-20 | Benefits: Retirement | | (7,213) | Moore |
| Planning & Development | 001-4364-529.12-30 | Benefits: Group Health | | (8,376) | Moore |
| Planning & Development | 001-4364-529.12-31 | Benefits: Group Life Ins | | (154) | Moore |
| Planning & Development | 001-4364-529.12-40 | Benefits: Workers Comp | | (54) | Moore |
| Planning & Development | 001-4364-529.12-50 | Benefits: Unemploy Comp | | (40) | Moore |
| Planning & Development | 001-4364-529.21-10 | Office Supplies: General | | (500) | Moore |
| Planning & Development | 001-4364-529.21-20 | Office Supplies: Educate | | (1,000) | Moore |
| Planning & Development | 001-4364-529.21-71 | Computer Software | | (500) | Moore |
| Planning & Development | 001-4364-529.24-30 | Misc Suppl:Promo Material | | (500) | Moore |

| | | | | | |
|----------------------------|--------------------|----------------------------|----------------|------------------|-------|
| Planning & Development | 001-4364-529.24-31 | Misc Suppl: : Goodwill | | (5,067) | Moore |
| Planning & Development | 001-4364-529.24-32 | Misc Suppl: Food And Ice | | (2,555) | Moore |
| Planning & Development | 001-4364-529.51-50 | Util Serv: Local Phone | | (52) | Moore |
| Planning & Development | 001-4364-529.51-51 | Util Serv:Lng Dist Phone | | (79) | Moore |
| Planning & Development | 001-4364-529.61-10 | Insurance: Premium | | (629) | Moore |
| Planning & Development | 001-4364-529.62-30 | Advertise: Promotional | | (1,000) | Moore |
| Planning & Development | 001-4364-529.63-10 | Training: Travel/Lodging | | (1,000) | Moore |
| Planning & Development | 001-4364-529.63-11 | Training: Outside Trng | | (500) | Moore |
| Planning & Development | 001-4364-529.63-20 | Training: Inhouse Trng | | (250) | Moore |
| Planning & Development | 001-4364-529.63-30 | Training: Memberships | | (250) | Moore |
| Planning & Development | 001-4364-529.65-12 | Printing: External | | (1,000) | Moore |
| Planning & Development | 001-4364-529.67-40 | Sundry: Postage | | (1,056) | Moore |
| Community Services - Admin | 001-1021-575.11-11 | Salaries: Fulltime Labor | 24,048 | | Sharp |
| Community Services - Admin | 001-1021-575.12-10 | Benefits: FICA | 1,840 | | Sharp |
| Community Services - Admin | 001-1021-575.12-20 | Benefits: Retirement | 3,254 | | Sharp |
| Community Services - Admin | 001-1021-575.12-30 | Benefits: Group Health | 4,290 | | Sharp |
| Community Services - Admin | 001-1021-575.12-31 | Benefits: Group Life Ins | 72 | | Sharp |
| Community Services - Admin | 001-1021-575.12-40 | Benefits: Workers Comp | 24 | | Sharp |
| Community Services - Admin | 001-1021-575.12-50 | Benefits: Unemploy Comp | 20 | | Sharp |
| Planning & Development | 001-4362-579.11-11 | Salaries: Fulltime Labor | | (24,048) | Sharp |
| Planning & Development | 001-4362-579.12-10 | Benefits: FICA | | (1,840) | Sharp |
| Planning & Development | 001-4362-579.12-20 | Benefits: Retirement | | (3,254) | Sharp |
| Planning & Development | 001-4362-579.12-30 | Benefits: Group Health | | (4,290) | Sharp |
| Planning & Development | 001-4362-579.12-31 | Benefits: Group Life Ins | | (72) | Sharp |
| Planning & Development | 001-4362-579.12-40 | Benefits: Workers Comp | | (24) | Sharp |
| Planning & Development | 001-4362-579.12-50 | Benefits: Unemploy Comp | | (20) | Sharp |
| | | GRAND TOTAL | 263,235 | (263,235) | |
| | | | | | |
| | | Department | Tf In | Tf Out | |
| | | Planning & Development | | (35,584) | |
| | | Planning & Development | | (105,121) | |
| | | Planning & Development | | (33,548) | |
| | | Community Services - Admin | 35,584 | | |
| | | Community Services - Admin | 105,121 | | |
| | | Community Services - Admin | 33,548 | | |
| | | Subtotal | 174,253 | (174,253) | |
| | | | | | |
| | | Public Communications | 88,982 | | |
| | | Planning & Development | | (88,982) | |
| | | | | | |
| | | Grand Total | 263,235 | (263,235) | |



Legislation Details (With Text)

File #: 14-473 **Version:** 1 **Name:** Turner Tract Rezoning
Type: Rezoning **Status:** Agenda Ready
File created: 5/22/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**

Title: Public hearing, presentation, discussion, and possible action 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 changing the zoning district boundaries from R Rural to GS General Suburban and T Townhouse for an approximate 21.8 acre tract of land in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas, generally located at 3270 Rock Prairie Road West.

Sponsors: Morgan Hester

Indexes:

Code sections:

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

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Public hearing, presentation, discussion, and possible action 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 changing the zoning district boundaries from R Rural to GS General Suburban and T Townhouse for an approximate 21.8 acre tract of land in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being a portion of the remainder of a called 22.97 acre tract as described by a deed to Charles I. Turner and Mary E. Turner recorded in Volume 3331, Page 61 of the Official Public Records of Brazos County, Texas, generally located at 3270 Rock Prairie Road West.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their May 15, 2014 meeting and voted 5-0 to recommend approval of the rezoning.

Summary: This request is to rezone the property from R Rural to T Townhouse and GS General Suburban.

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

REVIEW CRITERIA

1. Consistency with the Comprehensive Plan: The subject area is designated as Urban on the

Comprehensive Plan Future Land Use and Character Map. This area is located in Growth Area V which calls for high-density single-family lots, townhomes, and duplexes for this area.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The current zoning of R Rural is not compatible with the density present in the adjacent single-family residential developments of The Barracks II and Buena Vida. The proposed rezoning of GS General Suburban and T Townhouse will allow for single-family residential and townhome development.
- 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 R Rural allows for large-lot single-family development or agricultural use of the land but is not compatible with the land use designation for this area. A rezoning is necessary to meet the property owner's intent to develop the property for a more dense single-family development.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The current zoning allows for large-lot single-family residential use. This property is located adjacent to Rock Prairie Road West, a two-lane major collector, and a rezoning is necessary to allow for a higher density single-family residential development.
- 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 due to the density of single-family development adjacent to this property and the requirement to construct a minor collector, the R Rural zoning classification limits the marketability of the property.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located in Wellborn Water's service area. Development of the tract will have to meet the City's fire flow requirements. There are 6-inch and 8-inch sanitary sewer lines adjacent to the tract which will need to be extended according to City Guidelines. The site is located in the Steeplechase Sanitary Sewer Impact Fee Area. The subject tract is located in the Bee Creek Tributary "B" drainage basin and drains generally to the north. Future development of the tract will have to meet the requirements of City Storm Water Design Guidelines. The property is located adjacent to Rock Prairie Road, a two-lane major collector. The future extension of Towers Parkway, a two-lane minor collector, is adjacent to a portion of the site and will have to be built with future development of the tract.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

Background information

NOTIFICATIONS

Advertised Commission Hearing Date: May 15, 2014
Advertised Council Hearing Dates: June 12, 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:

The Barracks at Rock Prairie Owners Association, Inc

Property owner notices mailed: Sixty-one
Contacts in support: None at the time of the report.
Contacts in opposition: None at the time of the report.
Inquiry contacts: Two

ADJACENT LAND USES

| Direction | Comprehensive Plan | Zoning | Land Use |
|--|---------------------------|----------------------------------|--------------------------------------|
| North | General Suburban | PDD Planned Development District | The Barracks II Subdivision |
| South (across Rock Prairie Road West) | Urban | N/A (ETJ) | Single-family residential and vacant |
| East | General Suburban | GS General Suburban | Buena Vida Subdivision |
| West | Urban | N/A (ETJ) | Vacant |

DEVELOPMENT HISTORY

Annexation: March 2008
Zoning: R Rural
Final Plat: Unplatted
Site development: Horse stables



REZONING
Case: 14-067

TURNER TRACT
3270 ROCK PRAIRIE RD W

DEVELOPMENT REVIEW



ORDINANCE NO. _____

AN ORDINANCE 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 AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GS GENERAL SUBURBAN AND T TOWNHOUSE FOR AN APPROXIMATE 21.8 ACRE TRACT OF LAND IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 22.97 ACRE TRACT AS DESCRIBED BY DEED TO CHARLES I. TURNER AND MARY E. TURNER RECORDED IN VOLUME 3331, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT 3270 ROCK PRAIRIE ROAD WEST.

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 12th day of June, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

ORDINANCE NO. _____

Page 2

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 from R Rural to T Townhouse:

**METES AND BOUNDS DESCRIPTION
OF A
14.666 ACRE TRACT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 22.97 ACRE TRACT AS DESCRIBED BY A DEED TO CHARLES I. TURNER AND MARY E. TURNER RECORDED IN VOLUME 3331, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A POINT ON THE SOUTHWEST LINE OF THE BARRACKS II SUBDIVISION, PHASE 101, ACCORDING TO THE PLAT RECORDED IN VOLUME 11191, PAGE 123 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID REMAINDER OF 22.97 ACRE TRACT AND THE EAST CORNER OF THE REMAINDER OF A CALLED 108.88 ACRE TRACT AS DESCRIBED BY A DEED TO HEATH PHILLIPS INVESTMENTS, LLC RECORDED IN VOLUME 9627, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND BEARS: N 38° 03' 26" E FOR A DISTANCE OF 0.13 FEET;

THENCE: S 49° 58' 35" E ALONG THE ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND SAID PHASE 101 FOR A DISTANCE OF 562.09 FEET TO THE NORTHWEST LINE OF BUENA VIDA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 10140, PAGE 169 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND BEARS: N 00° 39' 03" W FOR A DISTANCE OF 0.26 FEET;

THENCE: S 41° 27' 23" W ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND BUENA VIDA SUBDIVISION FOR A DISTANCE OF 206.39 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF BUENA VIDA SUBDIVISION;

THENCE: S 47° 49' 48" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND BUENA VIDA SUBDIVISION FOR A DISTANCE OF 721.01 FEET TO THE NORTH CORNER OF A CALLED 0.5693 ACRE TRACT AS DESCRIBED BY A DEED TO DIAMOND T STORAGE, LLC RECORDED IN VOLUME 7009, PAGE 255 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND BEARS: S 42° 20' 10" W FOR A DISTANCE OF 0.45 FEET;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND SAID 0.5693 ACRE TRACT FOR THE FOLLOWING CALLS:

S 42° 20' 10" W FOR A DISTANCE OF 155.63 FEET TO A FENCE CORNER POST FOUND MARKING THE WEST CORNER OF SAID 0.5693 ACRE TRACT;

S 47° 49' 48" E FOR A DISTANCE OF 139.79 FEET, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 0.5693 ACRE TRACT BEARS: S 47° 49' 48" E FOR A DISTANCE OF 20.16 FEET;

THENCE: THROUGH SAID REMAINDER OF 22.97 ACRE TRACT FOR THE FOLLOWING CALLS:

S 42° 22' 16" W FOR A DISTANCE OF 335.34 FEET;

N 47° 44' 50" W FOR A DISTANCE OF 450.87 FEET;

N 42° 15' 10" E FOR A DISTANCE OF 32.00 FEET;

N 47° 44' 50" W FOR A DISTANCE OF 190.00 FEET;

N 42° 15' 10" E FOR A DISTANCE OF 51.37 FEET;

N 47° 44' 50" W FOR A DISTANCE OF 617.00 FEET;

N 42° 15' 10" E FOR A DISTANCE OF 374.86 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 95.00 FEET;

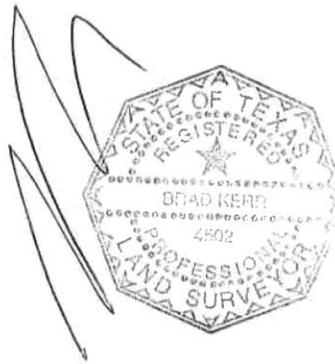
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 149.23 FEET (CHORD BEARS: N 02° 44' 50" W - 134.35 FEET) TO THE END OF SAID CURVE;

N 47° 44' 50" W FOR A DISTANCE OF 69.66 FEET TO THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND THE AFOREMENTIONED REMAINDER OF 108.88 ACRE TRACT;

THENCE: N 41° 21' 39" E ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND SAID REMAINDER OF 108.88 ACRE TRACT FOR A DISTANCE OF 121.01 FEET TO THE **POINT OF BEGINNING** CONTAINING 14.666 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/14-198D.MAB



The following property is rezoned from R Rural to GS General Suburban:

**METES AND BOUNDS DESCRIPTION
OF A
7.177 ACRE TRACT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 22.97 ACRE TRACT AS DESCRIBED BY A DEED TO CHARLES I. TURNER AND MARY E. TURNER RECORDED IN VOLUME 3331, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF ROCK PRAIRIE ROAD MARKING THE SOUTH CORNER OF SAID REMAINDER OF 22.97 ACRE TRACT AND THE EAST CORNER OF A CALLED 23.00 ACRE TRACT AS DESCRIBED BY A DEED TO HENRY P. MAYO AND WIFE, SANDRA K. MAYO, RECORDED IN VOLUME 1253, PAGE 878 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 44' 50" W ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND SAID 23.00 ACRE TRACT, AT 1592.89 FEET PASS A 1/2 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 1593.41 FEET TO THE SOUTHEAST LINE OF THE REMAINDER OF A CALLED 108.88 ACRE TRACT AS DESCRIBED BY A DEED TO HEATH PHILLIPS INVESTMENTS, LLC RECORDED IN VOLUME 9627, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID REMAINDER OF 108.88 ACRE TRACT BEARS: S 41° 21' 39" W FOR A DISTANCE OF 60.12 FEET;

THENCE: N 41° 21' 39" E ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND SAID REMAINDER OF 108.88 ACRE TRACT FOR A DISTANCE OF 620.31 FEET TO THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: THROUGH SAID REMAINDER OF 22.97 ACRE TRACT FOR THE FOLLOWING CALLS:

S 47° 44' 50" E FOR A DISTANCE OF 69.66 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 95.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 149.23 FEET (CHORD BEARS: S 02° 44' 50" E - 134.35 FEET) TO THE END OF SAID CURVE;

S 42° 15' 10" W FOR A DISTANCE OF 374.86 FEET;

S 47° 44' 50" E FOR A DISTANCE OF 617.00 FEET;

S 42° 15' 10" W FOR A DISTANCE OF 51.37 FEET;

S 47° 44' 50" E FOR A DISTANCE OF 190.00 FEET;

S 42° 15' 10" W FOR A DISTANCE OF 32.00 FEET;

S 47° 44' 50" E FOR A DISTANCE OF 450.87 FEET;

N 42° 22' 16" E FOR A DISTANCE OF 335.34 FEET TO THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND A CALLED 0.5693 ACRE TRACT AS DESCRIBED BY A DEED TO DIAMOND T STORAGE, LLC RECORDED IN VOLUME 7009, PAGE 255 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND SAID 0.5693 ACRE TRACT FOR THE FOLLOWING CALLS:

N 47° 44' 50" W FOR A DISTANCE OF 617.00 FEET;

N 42° 15' 10" E FOR A DISTANCE OF 374.86 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 95.00 FEET;

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 149.23 FEET (CHORD BEARS: N 02° 44' 50" W - 134.35 FEET) TO THE END OF SAID CURVE;

N 47° 44' 50" W FOR A DISTANCE OF 69.66 FEET TO THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND THE AFOREMENTIONED REMAINDER OF 108.88 ACRE TRACT;

THENCE: N 41° 21' 39" E ALONG THE COMMON LINE OF SAID REMAINDER OF 22.97 ACRE TRACT AND SAID REMAINDER OF 108.88 ACRE TRACT FOR A DISTANCE OF 121.01 FEET TO THE **POINT OF BEGINNING** CONTAINING 14.666 ACRES OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/14-198D.MAB

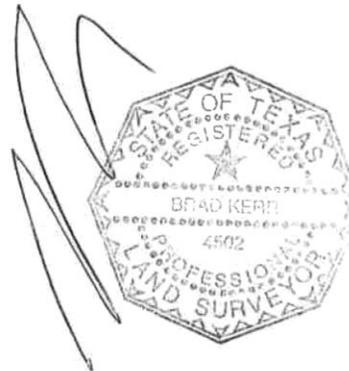
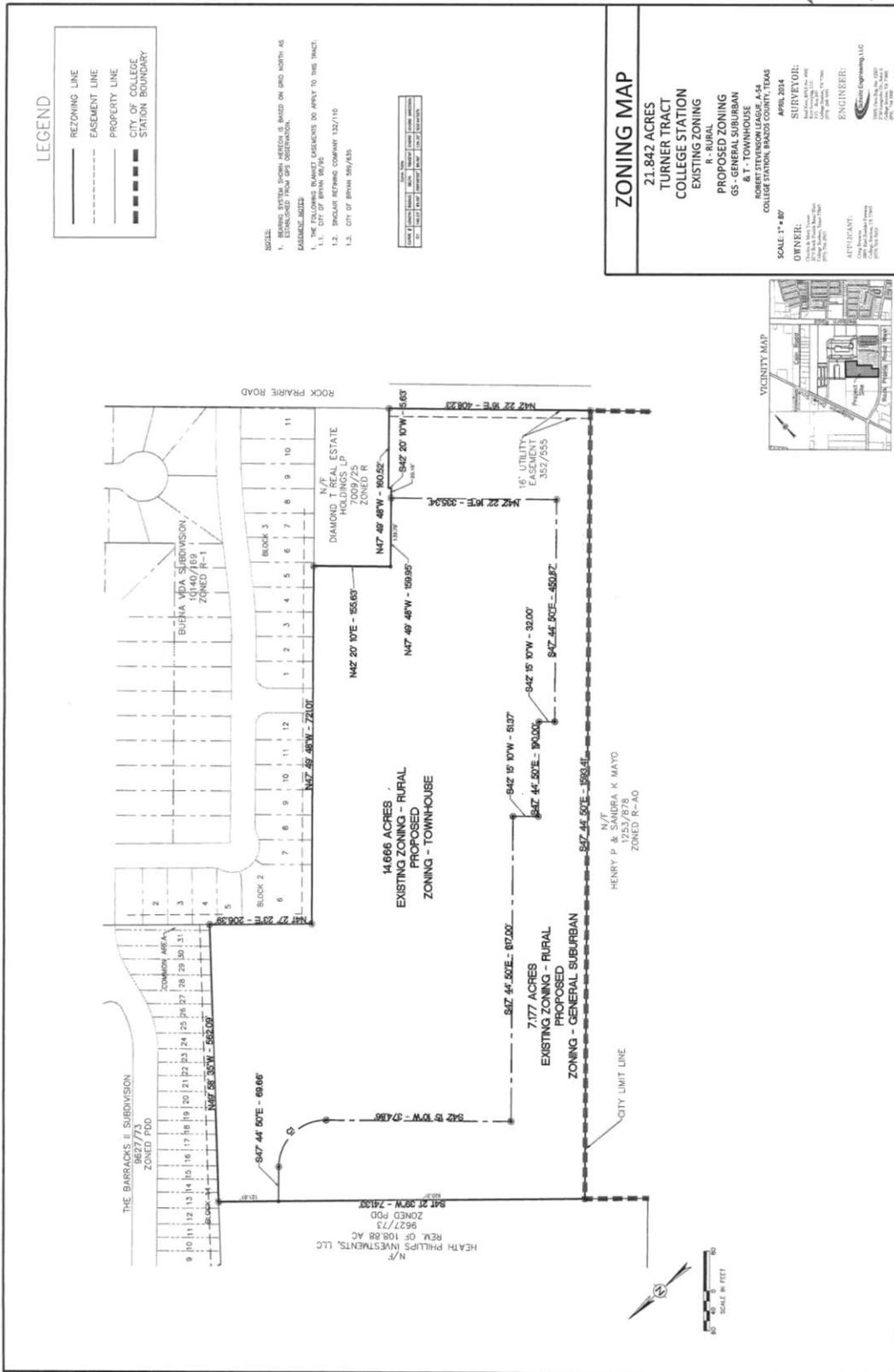


EXHIBIT "B"





Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|---------------------------------------|
| File #: | 14-492 | Version: | 1 | Name: | Traditions Montessori School Rezoning |
| Type: | Rezoning | Status: | | Status: | Agenda Ready |
| File created: | 5/23/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Public hearing, presentation, discussion, and possible action 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 an approximate 2.961 acre tract of land in the Robertson Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas; said tract being the same tract of land called 2.961 acres as described by deed to Aggie Assets, LLC, recorded in Volume 8070, Page 226, of the Official Public Records of Brazos County, Texas, and generally located at 2668 Barron Road from R Rural to GS General Suburban. | | | | |
| Sponsors: | Jennifer Paz | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Background Information.pdf Aerial & SAM.pdf Ordinance.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Public hearing, presentation, discussion, and possible action 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 an approximate 2.961 acre tract of land in the Robertson Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas; said tract being the same tract of land called 2.961 acres as described by deed to Aggie Assets, LLC, recorded in Volume 8070, Page 226, of the Official Public Records of Brazos County, Texas, and generally located at 2668 Barron Road from R Rural to GS General Suburban.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission will be considering this item at their June 5, 2014 meeting. The Commission's recommendation will be provided at the City Council meeting. Staff recommends approval.

Summary: This request is to rezone the property from R Rural to GS General Suburban.

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 General Suburban on the Future Land Use and Character Map. 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 would allow for the subdivision of the property and the development of single-family residential, which is intended for areas designated General Suburban in the Comprehensive Plan. The current zoning does not allow for further subdivision of this tract as it must be a minimum of three acres. The adjacent tracts to the west and north are zoned GS General Suburban and are being Preliminary Planned for Barron Crest Subdivision. A portion of this tract will be subdivided to be incorporated into Barron Crest Subdivision. Adjacent properties to the north, east and west are also designated General Suburban.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The proposed rezoning for uses permitted by the district is appropriate for this area given the character of the surrounding properties and compliance with the Comprehensive Plan. The property would be allowed to subdivide to allow for the smaller lot size.

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 R Rural zoning would not allow for further subdivision or the development of the Barron Crest Subdivision to extend into this tract. The proposed zoning would enable this to occur and is in line with the vision of the Comprehensive Plan.

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: Under the current zoning district the property is limited in density. The proposed zoning would allow for the development of single-family residential subdivision that is being sought to continue Barron Crest Subdivision.

6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use: The subject tract is located in College Station's water and wastewater service area. Currently, the property has access to water and wastewater. The tract has frontage to Barron Road, which is on the Thoroughfare Plan as a four-lane Minor Arterial. Any future development of the tract will be required to meet the City's fire flow requirements.

Budget & Financial Summary: N/A

Reviewed and Approved by Legal: Yes

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Ordinance

**Traditions Montessori School Rezoning
Background Information**

NOTIFICATIONS

Advertised Commission Hearing Date: June 5, 2014
 Advertised Council Hearing Dates: June 12, 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:

Edelweiss Gartens HOA
 Sonoma HOA

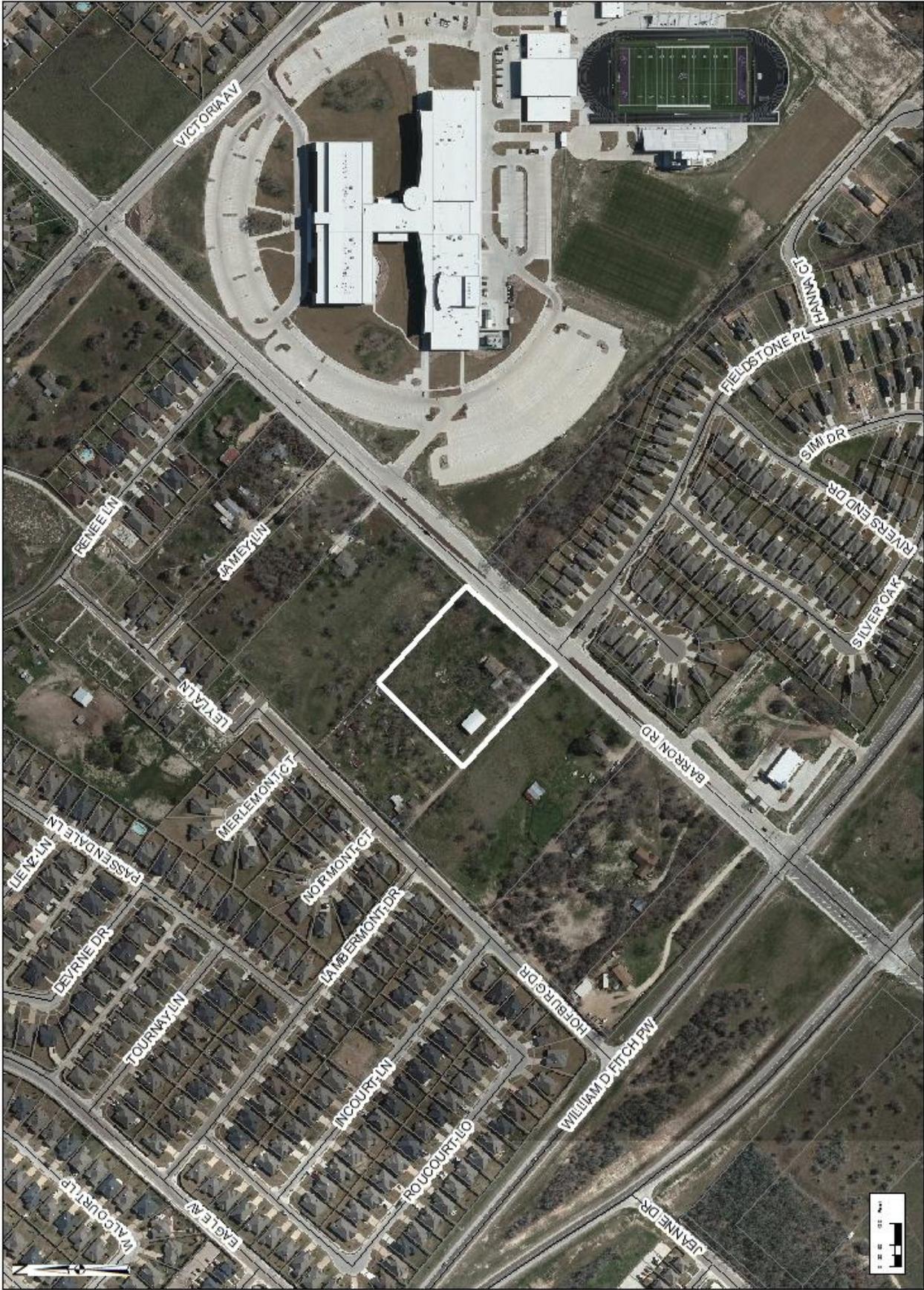
Property owner notices mailed: 14
 Contacts in support: None at the time of the report.
 Contacts in opposition: None at the time of the report.
 Inquiry contacts: None at the time of the report.

ADJACENT LAND USES

| Direction | Comprehensive | Zoning | Land Use |
|------------------|----------------------|-----------------------------|--|
| North | General Suburban | GS General Suburban | Single-Family Residential – Future Barron Crest Subdivision (Unplatted) |
| South | General Suburban | GS General Suburban & Rural | Single-Family Residential – Sonoma Subdivision; School – College Station High School |
| East | General Suburban | R Rural | Single-family residential (Unplatted) |
| West | General Suburban | GS General Suburban | Single-Family Residential – Future Barron Crest Subdivision (Unplatted) |

DEVELOPMENT HISTORY

Annexation: June 1995
Zoning: A-O Agricultural Open upon annexation
 A-O Agricultural Open renamed to R Rural (2013)
Final Plat: The property is currently unplatted.
Site development: Single-family home being converted into private school (Traditions Montessori School)



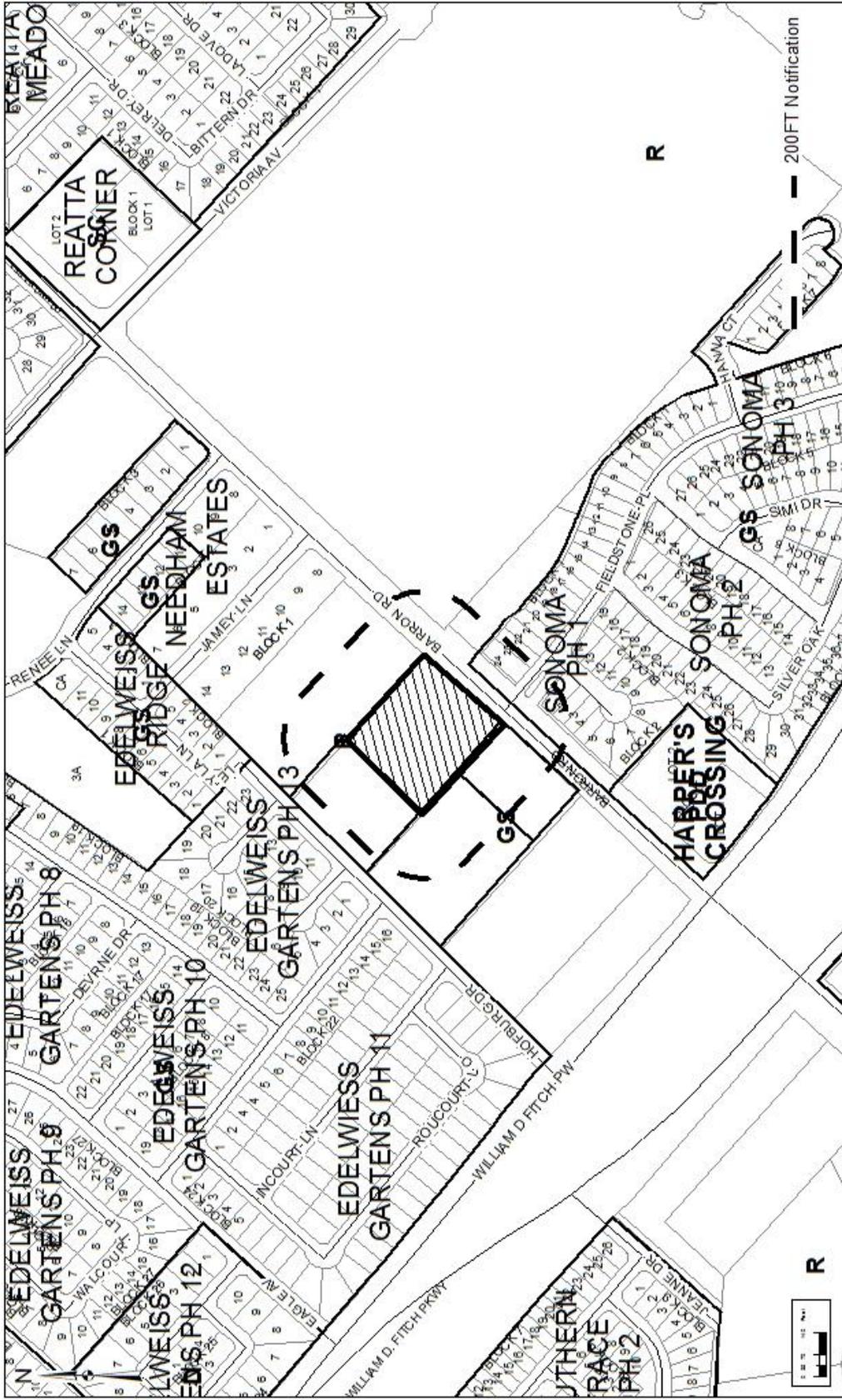
REZONING

Case: 14-113

TRADITIONS MONTESSORI SCHOOL
2668 BARRON ROAD

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 | WFC | Wolf Fen 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-MUD | Planned Mixed-Use Development | KO | Krenek Top Overlay |

DEVELOPMENT REVIEW

TRADITIONS MONTESSORI SCHOOL
2668 BARRON ROAD

REZONING

Case: 14-113



ORDINANCE NO. _____

AN ORDINANCE 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 AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GS SUBURBAN FOR AN APPROXIMATE 2.961 ACRE TRACT OF LAND IN THE ROBERT STEPHENSON LEAGUE, ABSTRACT NO, 54, COLLEGE STATION, BRAZOS COUNTY, TEXAS; SAID TRACT BEING THE SAME TRACT OF LAND CALLED 2.961 ACRES AS DESCRIBED BY DEED TO AGGIE ASSETS, LLC, RECORDED IN VOLUME 8070, PAGE 226 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 12th day of June, 2014

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "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 from R Rural to GS General Suburban:

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

BEGINNING AT A 3/8 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 0.45 ACRE TRACT AS DESCRIBED BY A DEED TO EDELWEISS GARTENS VENTURE RECORDED IN VOLUME 5720, PAGE 76 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE WEST CORNER OF SAID 2.961 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 2.00 ACRE TRACT AS DESCRIBED BY A DEED TO JOSEPH ALCARAZ AND WIFE BARBARA ANN ALCARAZ, AND ROBIN ALCARAZ RECORDED IN VOLUME 623, PAGE 311 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 48° 03' 36" E ALONG THE COMMON LINE OF SAID 2.961 ACRE TRACT AND SAID 2.00 ACRE TRACT FOR A DISTANCE OF 340.31 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF A CALLED 4.89 ACRE TRACT AS DESCRIBED BY A DEED TO EUGENE BERNARD SAVAGE, III, AND GRACE LYNN SAVAGE RECORDED IN VOLUME 10481, PAGE 206 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE NORTH CORNER OF SAID 2.961 ACRE TRACT;

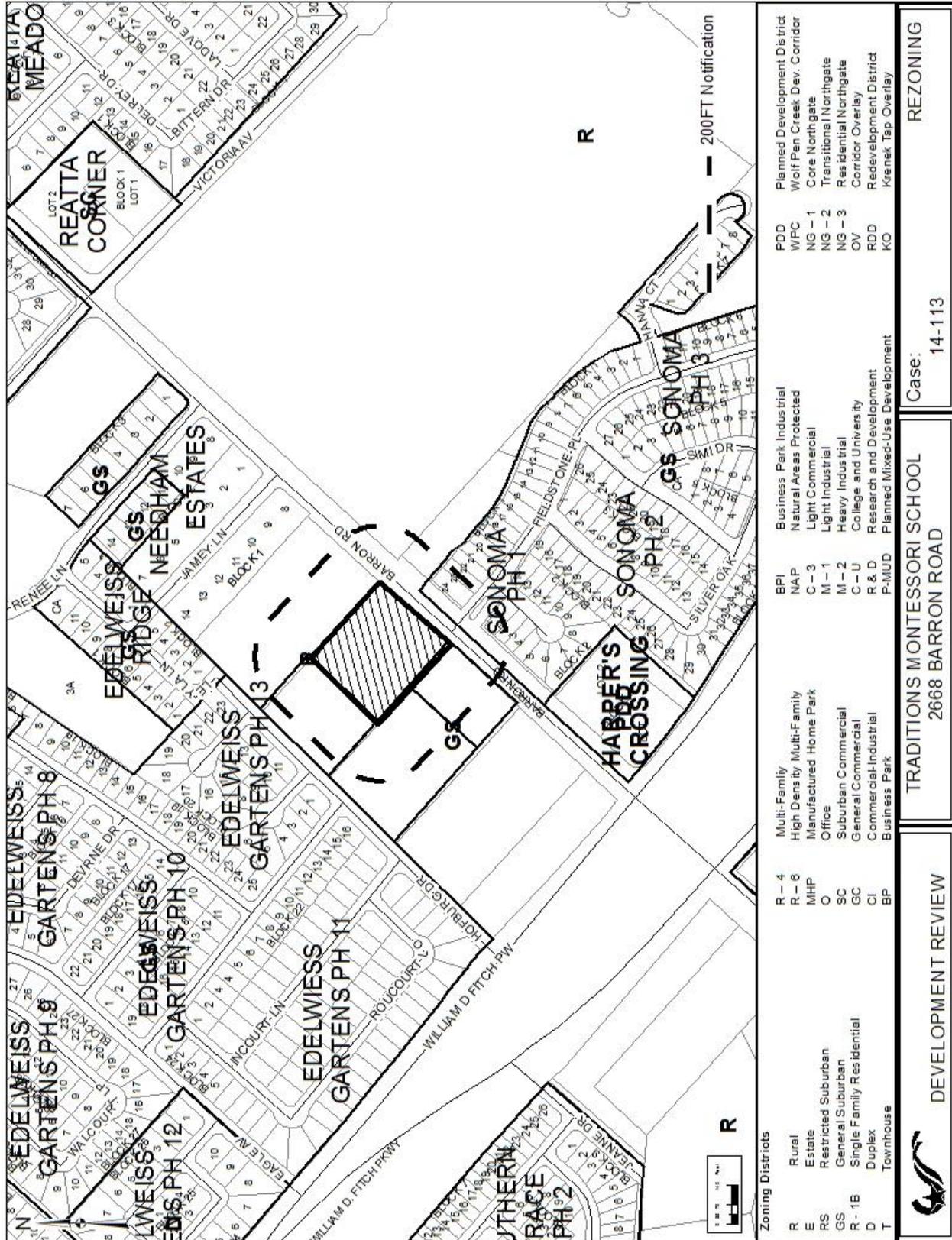
THENCE: S 44° 49' 02" E ALONG THE COMMON LINE OF SAID 2.961 ACRE TRACT AND SAID 4.89 ACRE TRACT FOR A DISTANCE OF 373.56 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF BARRON ROAD MARKING THE COMMON CORNER OF SAID 2.961 ACRE TRACT AND SAID 4.89

ACRE TRACT (THIS LINE WAS USED FOR BEARING ORIENTATION HONORING THE DEED CALL BEARING OF SAID 2.961 ACRE TRACT, 8070/226);

THENCE: S 45° 49' 36" W ALONG THE NORTHWEST LINE OF BARRON ROAD FOR A DISTANCE OF 338.76 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 2.961 ACRE TRACT AND THE SOUTHEAST CORNER OF THE AFOREMENTIONED 0.45 ACRE TRACT;

THENCE: N 44° 59' 11" W ALONG THE COMMON LINE OF SAID 2.961 ACRE TRACT AND SAID 0.45 ACRE TRACT FOR A DISTANCE OF 385.83 FEET TO THE POINT OF BEGINNING CONTAINING 2.961 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"



| Zoning Districts | R - 4 | Multi-Family | BPI | PDD | Planned Development District |
|------------------|---------------------------|---------------------------|-------|--------|------------------------------|
| R | Rural | High Density Multi-Family | NAP | WPC | Wolf Pen Creek Dev. Corridor |
| E | Estate | Manufactured Home Park | C-3 | NG - 1 | Core Northgate |
| RS | Restricted Suburban | Office | M-1 | NG - 2 | Transitional Northgate |
| GS | General Suburban | Suburban Commercial | M-2 | NG - 3 | Residential Northgate |
| R - 1B | Single Family Residential | General Commercial | C-U | OV | Corridor Overlay |
| D | Duplex | Commercial/Industrial | R & D | RDD | Redevelopment District |
| T | Townhouse | Business Park | P-MUD | KO | Krenk Top Overlay |

| | |
|--|-----------------|
| TRADITIONS MONTESSORI SCHOOL 2668 BARRON ROAD | Case: 14-113 |
| DEVELOPMENT REVIEW | REZONING |



Legislation Details (With Text)

| | | | | | |
|-----------------------|---|----------------------|---|----------------------|--|
| File #: | 14-500 | Version: | 1 | Name: | Drainage & Public Utility Easement Abandonment - 511 University Drive East |
| Type: | Ordinance | Status: | | Status: | Agenda Ready |
| File created: | 5/23/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 574.6-square foot drainage and public utility easement on Lot 2, Block F of the College Heights Addition Subdivision according to the plat recorded in Volume 466, Page 145 of the Deed Records of Brazos County, Texas, located at 511 University Drive East. | | | | |
| Sponsors: | Alan Gibbs | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Vicinity Map.pdf Location Map.pdf Ordinance.pdf Exhibit A.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 574.6-square foot drainage and public utility easement on Lot 2, Block F of the College Heights Addition Subdivision according to the plat recorded in Volume 466, Page 145 of the Deed Records of Brazos County, Texas, located at 511 University Drive East.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

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

Summary: This ordinance abandons a 574.6 square foot drainage and public utility easement located on Lot 2, Block F of the College Heights Addition Subdivision according to the plat recorded in Volume 466, Page 145 of the Deed Records of Brazos County, Texas.

This easement abandonment accommodates the improvements planned for the existing commercial building located at 511 University Drive East. There are no public or private utilities in the subject portion of easement to be abandoned.

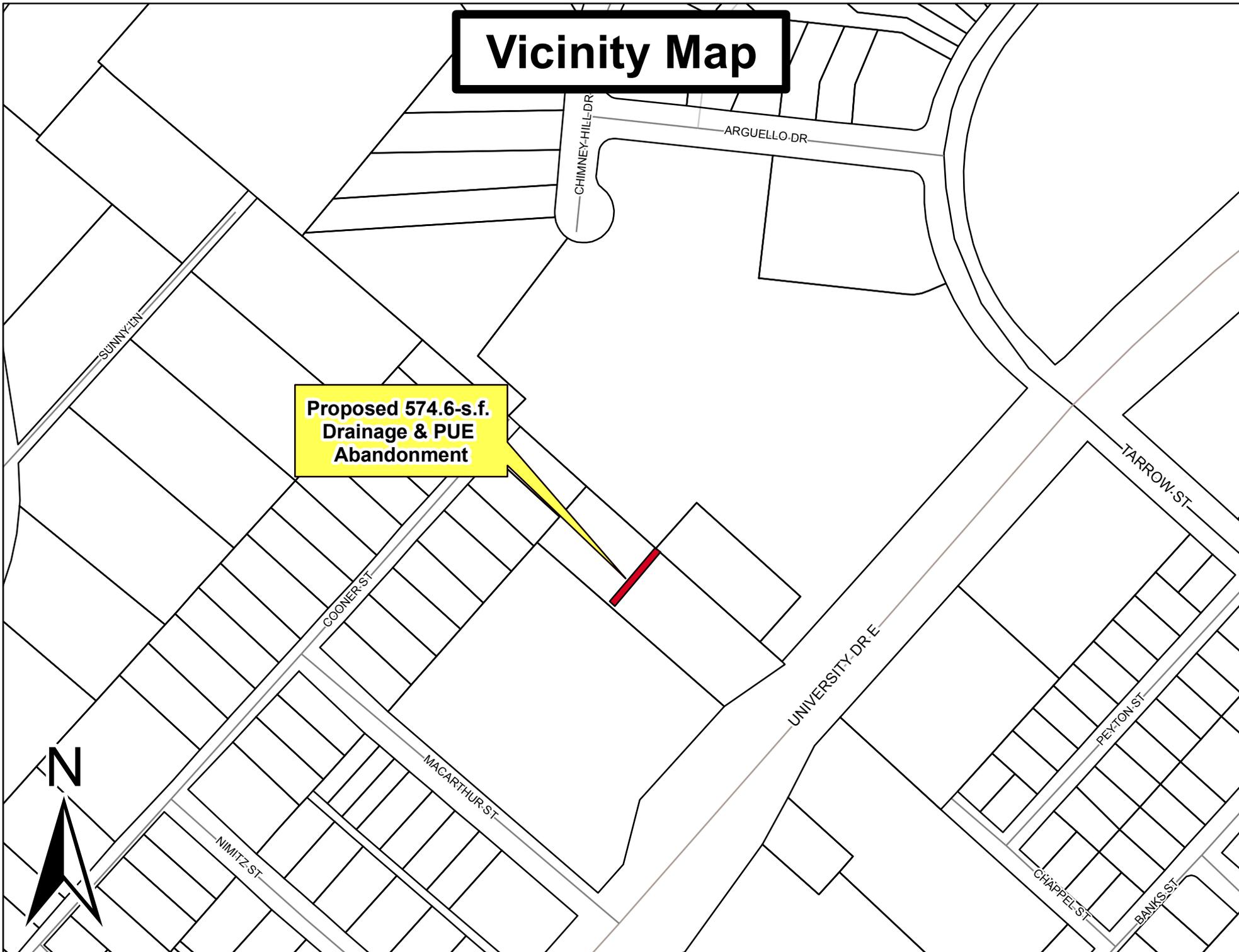
Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance
4. Exhibit "A"

Vicinity Map

**Proposed 574.6-s.f.
Drainage & PUE
Abandonment**



Location Map

**Proposed 574.6-s.f.
Drainage & PUE
Abandonment**



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 574.6 SQUARE FOOT DRAINAGE AND PUBLIC UTILITY EASEMENT LOCATED ON LOT 2, BLOCK F OF THE COLLEGE HEIGHTS ADDITION SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 466, PAGE 145 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 574.6-square foot drainage and public utility easement on Lot 2, Block F of the College Heights Addition Subdivision according to the plat recorded in Volume 466, Page 145 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Easement"); and

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

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

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

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

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

ORDINANCE NO. _____

Page 2

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
574.6 SQUARE FOOT TRACT
PORTION OF LOT 2, BLOCK F
COLLEGE HEIGHTS ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING DRAINAGE AND UTILITY EASEMENT, LOT 2, BLOCK F, COLLEGE HEIGHTS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 466, PAGE 145 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT AN "X" FOUND IN CONCRETE ON THE NORTHEAST LINE OF SAID LOT 2 MARKING THE WEST CORNER OF LOT 4, RANDALL'S UNIVERSITY PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 11445, PAGE 176 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE (FM 60) MARKING THE SOUTH CORNER OF LOT 1R, RANDALL'S UNIVERSITY PARK (PLAT 11445/176) BEARS: S 48° 20' 12" E FOR A DISTANCE OF 156.64 FEET;

THENCE: N 48° 20' 12" W ALONG THE COMMON LINE OF SAID LOT 2 AND SAID LOT 1R FOR A DISTANCE OF 1.54 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 37° 11' 48" W THROUGH SAID LOT 2 AND ALONG THE SOUTHEAST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 115.03 FEET TO AN ANGLE POINT IN SAID EASEMENT;

THENCE: N 46° 05' 49" W CONTINUING THROUGH SAID LOT 2 AND ALONG THE EXTENSION OF THE NORTHEAST LINE OF SAID EASEMENT FOR A DISTANCE OF 5.03 FEET;

THENCE: N 37° 11' 48" E CONTINUING THROUGH SAID LOT 2, 5.00 FEET FROM AND PARALLEL TO THE SOUTHEAST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 114.83 FEET TO THE COMMON LINE OF SAID LOT 2 AND SAID LOT 1R;

THENCE: S 48° 20' 12" E ALONG THE COMMON LINE OF SAID LOT 2 AND SAID LOT 1R FOR A DISTANCE OF 5.02 FEET TO THE **POINT OF BEGINNING** CONTAINING 574.6 SQUARE FEET OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND MARCH 2014. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED APRIL 2014 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/14-164.MAB





SCALE: 1" = 20'

LOT 1R
RANDALL'S UNIVERSITY PARK
PLAT 11445/176

POINT OF BEGINNING

N 48°20'12" W
1.54'

"X" FOUND IN
CONCRETE

S 48°20'12" E
5.02'

1/2 INCH IRON ROD FOUND BEARS:
S 48°20'12" E 136.64'

10' UTILITY
EASEMENT
466/145

LOT 2, BLOCK F

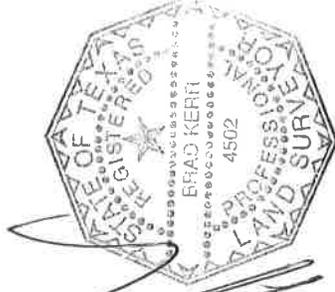
S 37°11'48" W 115.03'
574.6 SQ. FT.
N 37°11'48" E 114.83'

20' DRAINAGE AND
UTILITY EASEMENT
466/145

N 46°05'49" W
5.03'

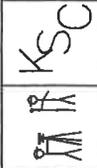
24' PRIVATE
ACCESS EASEMENT
466/145

LOT 4
RANDALL'S UNIVERSITY PARK
PLAT 11445/176



SURVEY PLAT
OF A 5' WIDE TRACT
PORTION OF LOT 2, BLOCK F
COLLEGE HEIGHTS ADDITION
VOLUME 466, PAGE 145
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 20 FEET
SURVEY DATE: MARCH 2014
PLAT DATE: 04-09-14
JOB NUMBER: 14-164
CAD NAME: 14-164
CR5 FILE: 14-164



PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL
2014 FOR MORE DESCRIPTIVE INFORMATION.
BEARING SYSTEM SHOWN HEREON IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.



Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|----------------------|-------------------------------|
| File #: | 14-493 | Version: | 1 | Name: | Rental Registration Ordinance |
| Type: | Ordinance | Status: | | Status: | Agenda Ready |
| File created: | 5/23/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4, "Business Regulations", Section 4-19, "Rental registration of single-family and duplex dwelling units" of the Code of Ordinances of the City of College Station by including administrative penalties, requiring a notarized affidavit, and authorizing the administrator to request a copy of the lease. | | | | |
| Sponsors: | Lance Simms | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Exhibit A - Rental Registration Ordinance 6-3-2014.pdf Rental Registration Ordinance 6-3-2014.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 4, "Business Regulations", Section 4-19, "Rental registration of single-family and duplex dwelling units" of the Code of Ordinances of the City of College Station by including administrative penalties, requiring a notarized affidavit, and authorizing the administrator to request a copy of the lease.

Relationship to Strategic Goals:

- Neighborhood Integrity

Recommendation(s): Staff recommends approval

Summary: This ordinance amends the existing rental registration ordinance by including the following:

- An administrative penalty (citation) provision,
- A requirement that the a notarized affidavit be provided as part of the registration, and
- A requirement that a copy of the current lease(s) be provided upon request

The rental registration program has been the subject of much discussion by the City Council in recent months. In terms of outreach, the City conducted an on-line rental registration survey from late December 2013 until mid January 2014. The results of the on-line survey were presented to the City Council at their retreat in January. Council also directed staff to hold a series of focus group meetings to get feedback from various stakeholders. In February, staff met with a group of neighborhood representatives, rental property owners, and rental property managers.

At the Council's workshop meeting on April 10th, staff presented a series of recommended changes to the rental registration ordinance. Following the discussion, Council directed staff to make the changes contained in the attached ordinance.

Budget & Financial Summary: "Effective enforcement of this ordinance will require additional resources. While some of the anticipated workload may be absorbed within current budgets, it is anticipated that additional code enforcement personnel will be requested as part of the FY '15 budget process."

Attachments: Ordinance

EXHIBIT "A"

That Chapter 4, "Business Regulations," Section 4.19, "RENTAL REGISTRATION OF SINGLE- FAMILY AND DUPLEX DWELLING UNITS", of the Code of Ordinances of the Code of the City of College Station, Texas, is hereby amended as set out hereafter to read as follows:

"SECTION 19: RENTAL REGISTRATION OF SINGLE-FAMILY AND DUPLEX DWELLING UNITS

A. PURPOSE

The purpose of this Section is to establish a registration requirement for owners of Rental Properties so that the City may expeditiously identify and contact the Owner, if local, or his local contact person to obtain tenant information in the event of an emergency or when a disproportionate number of city, state or federal law violations have occurred on or in the property. It is not the intent of this section to determine the rights and liabilities of persons under agreements to which the City is not a party. This section shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this section; provided that no provision of any lease or other agreement shall be construed to excuse non-compliance with this section.

B. DEFINITIONS

- (1) Administrator: The City Manager or his designee
- (2) Rental Property: Any single-family or duplex dwelling unit that is not owner occupied, whether or not rent is charged. Rental Property includes, but is not limited to: properties rented to students, families, or any other persons; properties in which a family member of the owner resides in the home but the owner does not (regardless of whether additional persons also reside in the home); properties used as vacation rentals or game-day rentals, and properties where a property caretaker lives in the home but the owner does not.
- (3) Duplex Dwelling: As defined in Article 11, "Definitions" of the Unified Development Ordinance.
- (4) Single-Family Dwelling: As defined in Article 11, "Definitions" of the Unified Development Ordinance.

C. REGULATIONS

- (1) Each owner and real estate manager of Rental Property is required to annually register the property with the City. A new registration is also required upon any change in the conditions listed below: The information required to register the Rental Property is as follows:
 - (a) Address of the Rental Property;

- (b) Owner and contact information for the owner;
 - (c) Type of rental property such as single-family or duplex;
 - (d) Local contact person with contact information, in the case of an absentee owner. The local contact person cannot be someone who is listed on the lease. Local contact person cannot be someone who is listed on the lease. Local contact must reside within thirty (30) miles of the College Station City Hall;
 - (e) Notarized affidavit stating that the Rental Property is not occupied by more than four unrelated individuals ("Family," as defined in Article 11 of the Unified Development Ordinance, as amended) and will not be occupied by more than four unrelated individuals. The affidavit shall also state that the tenant(s) have been made aware of this definition of Family. The notarized affidavit shall be in a form acceptable to the Administrator;
- (2) Tenant names, contact information for all persons listed on the current lease(s), and all current lease(s) shall be presented to the Administrator upon request.
 - (3) Other information shall likewise be provided, as deemed necessary by the Administrator.
 - (4) A fee of Fifteen Dollars (\$15.00) shall be assessed at the time of any required registration.

D. ENFORCEMENT

The Administrator shall have the authority to issue citations for the violation of the provisions of this Section. An individual's signature on a copy of the citation given to him is acknowledgement of receipt of the same and a promise to contact the Administrator to either pay or arrange for the entry of a plea and a hearing, within ten (10) days of the date of the citation. Failure or refusal to sign shall be noted and a copy filed with the Administrator, as due and payable within ten (10) days, absent a timely appeal, the lack of signature notwithstanding.

E. PENALTIES

- (1) Administrative penalties for code violations may be imposed, in addition to the criminal prosecution authorized by Section 1-5 of this Code. The following criteria shall be considered:
 - (a) The extent to which the person has benefited from the violation;
 - (b) The degree of harm to the public health, safety, welfare and aesthetics as a result of the violation;
 - (c) The recidivism of the person, including previous compliance and enforcement action;
 - (d) Good faith efforts to remedy the violation;
 - (e) The duration of the violation after a notice and order of compliance was served.

- (2) The amount of the citation shall be as follows:

| OFFENSE | PAYMENT WITHIN 10 DAYS/ PAYMENT AFTER 10 DAYS |
|----------------------|--|
| First | \$180 / \$200 |
| Second | \$330 / \$350 |
| Third and Subsequent | \$480 / \$500 |

- (3) Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

F. VIOLATIONS

- a. It is a violation of this section to:
- (1) Fail to register a Rental Property when required by subsection 19C;
 - (2) Fail to provide documents requested pursuant to subsection 19C(2) or 19C(3);
 - (3) Provide false information to the Administrator under this Section; or
 - (4) Continued non-compliance with this Section, after being found in noncompliance after either an administrative or judicial finding of noncompliance or plea of guilty.
- b. A plea of no contest shall be treated as a plea of guilty for purposes of this Section.

G. ADMINISTRATIVE ADJUDICATION OF VIOLATIONS

- (1) A person who receives an administrative citation or summons under Section 19.E above is entitled to an administrative hearing.
- (2) The Administrator shall implement and enforce the provisions of this section, establishing necessary procedures consistent with this Section.
- (3) One (1) or more Hearing Officers shall be appointed by the Administrator to administratively adjudicate all violations for which an administrative citation or summons is issued.
- (4) A Hearing Officer shall have the authority to:
 - (a) Administer oaths;
 - (b) Accept admissions and hear and determine contests of violations under this Section, and
 - (c) Issue orders enforceable by the Municipal Court compelling the attendance of witnesses and the production of documents.
- (5) The administrative adjudication process is initiated by the issuance of an administrative citation or summons by a City Code Enforcement Officer or licenses Peace Officer. An administrative citation or summons serves as notice of administrative adjudication hearing under this section.
- (6) An administrative citation or summons shall include the following information:
 - (a) The nature, date, time and location of the alleged violation;

- (b) A statement that a person charged with a civil offense under the City's Code of Ordinances is entitled to an administrative adjudication hearing to determine liability for the charged offense and that such right to a hearing shall be exercised by personally appearing at College Station Municipal Court within ten (10) days from the date of the citation.
 - (c) A notification that failure to answer the citation or to appear at the administrative adjudication hearing is considered an admission of liability for the violation and will result in the assessment of civil fines, costs and fees.
- (7) An administrative citation or summons may be served personally on the owner of the Rental Property or the owner's legal registered agent. The citation or summons may be served by personal service, regular and/or certified mail.
- (8) The original or a copy of the citation, including an electronic copy is a governmental record kept in the ordinary course of City business and is rebuttable proof of the facts it contains.
- (9) The original and all copies of any administrative citation or summons are prima facie evidence that it was issued and that service was made in accordance with this Section."

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, “BUSINESS REGULATIONS,” SECTION 4.19, “RENTAL REGISTRATION OF SINGLE-FAMILY AND DUPLEX DWELLING UNITS” 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.

WHEREAS, Section 215.075 of the Texas Local Government Code authorizes home rule municipalities to regulate any lawful business or occupation that is subject to the police power of the municipality; and

WHEREAS, Sections 51.001, 54.001 and 54.004 of the Texas Local Government Code authorizes home rule municipalities to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, it is the purpose of this Ordinance and the policy of the City of College Station, so as to protect and promote the public health, safety, and welfare of its citizens, to establish rights and obligations of owners and occupants relating to Rental Properties; and

WHEREAS, as a means to those ends, this Ordinance provides for registration of Rental Properties, and sets penalties for violations. It also sets forth requirements of all non-local owners of Rental Properties to designate a local agent for purposes of this Ordinance and prescribes duties of owners and agents; now, therefore

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

PART 1: That **Chapter 4, “Business Regulations,” Section 4.19, “Rental registration of single-family and duplex dwelling units”** of the Code of Ordinances of the City of College Station be amended as set out in **Exhibit “A”**, attached hereto and made a part of this Ordinance for all purposes.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 Five Hundred Dollars (\$500.00). Each day such violation shall

continue or be permitted to continue shall be deemed a separate offense. Said Ordinance becomes effective sixty (60) days after its date of passage by the City Council.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 14-506 **Version:** 1 **Name:** Oil & Gas Resource Development
Type: Presentation **Status:** Agenda Ready
File created: 5/27/2014 **In control:** City Council Regular
On agenda: 6/12/2014 **Final action:**
Title: Presentation, possible action, and discussion regarding a presentation related to an overview and the associated potential economic impacts of oil and gas resource development.
Sponsors: Chris Jarmon
Indexes: Oil & Gas
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Presentation, possible action, and discussion regarding a presentation related to an overview and the associated potential economic impacts of oil and gas resource development.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy

Recommendation(s): No action is necessary at this time.

Summary:

On April 10, 2014 Council requested a future agenda item related to oil and gas resource development. The first part of the request came before Council on May 12, 2014 as an update to the city's seismic ordinance. This is the second part of that request.

Budget & Financial Summary: n/a

Attachments: n/a



Legislation Details (With Text)

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|-----------------------|--|----------------------|---|----------------------|----------------------|
| File #: | 14-516 | Version: | 1 | Name: | 2015 Bond Timeline |
| Type: | Presentation | Status: | | Status: | Agenda Ready |
| File created: | 6/2/2014 | In control: | | In control: | City Council Regular |
| On agenda: | 6/12/2014 | Final action: | | Final action: | |
| Title: | Presentation, possible action, and discussion on a tentative schedule for a 2015 bond election and the creation of a citizen advisory committee. | | | | |
| Sponsors: | Chuck Gilman | | | | |
| Indexes: | 2015 Bond | | | | |
| Code sections: | | | | | |
| Attachments: | | | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation, possible action, and discussion on a tentative schedule for a 2015 bond election and the creation of a citizen advisory committee.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation(s): Staff recommends approval of the bond election schedule and a citizen advisory committee that consists of three subcommittees.

Summary:

During the City Council retreat in January 2014, the Council expressed an interest in a bond election in 2015 for infrastructure and facility capital improvement projects. The first step in this process is to develop a schedule and to establish the role of a citizen advisory committee.

Staff has developed a preliminary schedule of activities and tasks that must be accomplished prior to the election. The schedule also includes meetings with Council appointed boards and commissions and meetings with the community at-large. At the end of this process, there will be a final list of recommended projects for Council to consider before the ballot language is adopted.

One of the first tasks is the creation of a City Council appointed citizen advisory committee (CAC) to help identify and prioritize potential projects. Staff is recommending that the Council consider a CAC that consists of three subcommittees - Transportation, Parks, and Facilities. Allowing citizens to work in smaller subcommittees with a specific focus should increase the efficiency and effectiveness of the group.

Budget & Financial Summary: n/a

Attachments: n/a