



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final City Council Regular

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Monday, August 25, 2014

7:00 PM

City Hall Council Chambers

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

### Presentation:

Presentation of a Historic Marker plaque by the Historic Preservation Committee to Carla Fisher for her residence at 1213 Winding Rd., College Station, Texas.

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. [14-632](#) Presentation, possible action, and discussion of minutes for:

- August 14, 2014 Workshop
- August 14, 2014 Regular Council Meeting
- August 18, 2014 Budget Workshop
- August 19, 2014 Budget Workshop
- August 20, 2014 Budget Workshop

**Sponsors:** Mashburn

**Attachments:** [WKSHPO81414 DRAFT Minutes.pdf](#)  
[RM081414 DRAFT Minutes.pdf](#)  
[BUDWKSHPO81814 DRAFT Minutes.pdf](#)  
[BUDWKSHPO81914 DRAFT Minutes.pdf](#)  
[BUDWKSHPO82014 DRAFT Minutes.pdf](#)

- 2b. [14-602](#) Presentation, possible action, and discussion regarding approval of a 3-year agreement in an amount not to exceed \$64,450 with Selectron Technologies, Inc. to purchase the IVR solution for customer inquiry and for over the phone payment of Utility Bills.

**Sponsors:** Roper

**Attachments:** [Agreement with Selectron Technologies, Inc.](#)

- 2c. [14-559](#) Presentation, possible action, and discussion on a Professional Services Contract, Contract No. 14-357 with Kimley-Horn and Associates, Inc., in the amount of \$273,850 for the design, bidding, and construction phase services associated with the Rock Prairie Road West Widening Project.

**Sponsors:** Harmon

- 2d. [14-561](#) Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

**Sponsors:** Cotter

**Attachments:** [Semi-Annual Report 04.30.docx](#)  
[ImpactFeeAreas Map.jpg](#)  
[LandUse Maps with densities.pdf](#)

- 2e. [14-610](#) Presentation, possible action, and discussion regarding approval of a \$19,000 funding increase to Miller Uniforms for the purchase of police uniforms, for a new amount not to exceed \$67,000.

**Sponsors:** Norris

- 2f. [14-614](#) Presentation, possible action and discussion on the assignment of the bank depository contract between the City, Citibank N.A. and Branch Banking and Trust ("BB&T"), and the Agreement to extend the depository contract between City and BB&T.

**Sponsors:** Kersten

**Attachments:** [Assignment of depository contract.pdf](#)  
[BB&T Ltr of Intent.pdf](#)  
[Renewal #2 10-247M BB&T.pdf](#)

- 2g. [14-615](#) Presentation, possible action, and discussion regarding purchase of equipment to monitor and analyze electrical usage in water production and wastewater treatment, with a total cost of \$91,670.

**Sponsors:** Coleman

**Attachments:** [Equipment List.pdf](#)

- 2h. [14-616](#) Presentation, possible action, and discussion regarding the second renewal of Service Contract 12-302 for annual janitorial services for the Northgate District and the Chimney Hill Center with Shelby Building Maintenance and Janitorial, Inc dba Professional Floor Service & Janitorial in an amount not to exceed \$59,627.

**Sponsors:** Eller

**Attachments:** [Contract 12-302 R2 Signed.pdf](#)

- 2i. [14-617](#) Presentation, possible action, and discussion of the second renewal of Service Contract 12-278 between the City of College Station and Shelby Building Maintenance & Janitorial, Inc. d/b/a Professional Floor Service & Janitorial LLC in the amount of \$145,444.00 for the purpose of Annual Janitorial Maintenance Service of City buildings.

**Sponsors:** Harmon

**Attachments:** [Contract 12-278 Signed Janitorial Services Renewal.pdf](#)

- 2j. [14-619](#) Presentation, possible action, and discussion on approving three contracts between the City of College Station and N. Harris Computer Corporation: a "Cayenta Software License Agreement", (\$191,040.00) for the software licenses, a "Cayenta Software Implementation Services Agreement", (\$645,696.00), and a "Cayenta Support and Maintenance Agreement", (1st Yr Maint. - \$47,760.00) for the software licenses, support and implementation services, and software maintenance and support services for Cayenta Software Products; and approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the N. Harris Computer Corporation contracts.

**Sponsors:** Roper

**Attachments:** [Cayenta Resol.docx](#)  
[Harris executed signature pages - August 11 2014.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. [14-612](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to Suburban Commercial for the property located at 3751 Rock Prairie Road West, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South.

**Sponsors:** Prochazka

**Attachments:** [Background.pdf](#)  
[Aerial & Small Area Map \(SAM\).pdf](#)  
[Plan Amendment Map.pdf](#)  
[Ordinance.docx](#)

2. [14-551](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 7, "Health and Sanitation", of the Code of Ordinances of the City of College Station, Texas, by amending section 9, "Tobacco products and smoking"; to regulate electronic cigarettes as tobacco, restricting their public use as specified and prohibiting their sale to and possession and use of by minors; providing a severability clause; declaring a penalty; and providing an effective date.

**Sponsors:** Jarmon

**Attachments:** [E-Cigarette Ordinance.docx](#)

3. [14-427](#) Presentation, possible action, and discussion regarding an economic development agreement between the City of College Station and StataCorp, LP..

**Sponsors:** Heye

4. [14-579](#) Presentation, possible action, and discussion regarding an appointment to the BVSWMA, Inc., Board of Directors.

**Sponsors:** Mashburn

5. 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 August 25, 2014 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 21st day of August, 2014 at 5:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 21, 2014 at 5:00p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.





Legislation Details (With Text)

**File #:** 14-632      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 8/18/2014      **In control:** City Council Regular  
**On agenda:** 8/25/2014      **Final action:**

**Title:** Presentation, possible action, and discussion of minutes for:  
 · August 14, 2014 Workshop  
 · August 14, 2014 Regular Council Meeting  
 · August 18, 2014 Budget Workshop  
 · August 19, 2014 Budget Workshop  
 · August 20, 2014 Budget Workshop

**Sponsors:** Sherry Mashburn

**Indexes:**

**Code sections:**

**Attachments:** [WKSHP081414 DRAFT Minutes.pdf](#)  
[RM081414 DRAFT Minutes.pdf](#)  
[BUDWKSHP081814 DRAFT Minutes.pdf](#)  
[BUDWKSHP081914 DRAFT Minutes.pdf](#)  
[BUDWKSHP082014 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:  
 · August 14, 2014 Workshop  
 · August 14, 2014 Regular Council Meeting  
 · August 18, 2014 Budget Workshop  
 · August 19, 2014 Budget Workshop  
 · August 20, 2014 Budget Workshop

Relationship to Strategic Goals:  
 • Good Governance

Recommendation(s): None

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
AUGUST 14, 2014

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Kelly Templin, City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Ian Whittenton, Records Management Coordinator

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:31 p.m. on Thursday, August 14, 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; §551.072-Real Estate; §551.087-Personnel; and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:32 p.m. on Thursday, August 14, 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 272<sup>nd</sup> 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 361<sup>st</sup> Judicial District Court, Brazos County, Texas
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272<sup>nd</sup> District Court of Brazos County, Texas
- Bobby Trant v. 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 regarding acquisition of property located generally northwest of the intersection of Rock Prairie Road and State Highway 6.

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

- Property located generally northwest of the intersection of Rock Prairie Road and State Highway 6 in College Station, Texas

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

- Council Self-evaluation

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

- Economic Incentives related to a proposed community wide private fiber optic broadband network

The Executive Session adjourned at 5:45 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.**

Item 2e was pulled for clarification.

(2e): Chris Jarmon, Assistant to the City Manager, clarified that the Committee will develop the methodology for the prioritization process.

### **5. Presentation, possible action, and discussion regarding proposed changes to the City's smoking ordinance.**

Chris Jarmon, Assistant to the City Manager, stated that staff is recommending that e-cigarettes be regulated under the City's smoking ordinance, with these three (3) limitations on the use of e-cigarettes:

1. E-cigarettes cannot be sold to minors;
2. Minors cannot be in possession of e-cigarettes; and
3. E-cigarettes are prohibited in the same places where tobacco cigarettes are prohibited.

**6. Presentation, possible action, and discussion on the Fiscal Year 2015 BVSWMA, Inc. Proposed Budget.**

Donald Harmon, Director of Public Works, introduced Bryan Griesbach, Executive Director of BVSWMA, who reported that the BVSWMA, Inc. proposed budget was considered and approved by the BVSWMA, Inc. Board of Directors on July 16, 2015. The FY2015 BVSWMA, Inc. Proposed Budget Revenue is \$7,195,750 and the Total Expenses are \$8,112,369.

**7. Presentation, possible action, and discussion on the FY 2014-2015 Proposed Budget.**

Jeff Kersten, Assistant City Manager, presented an overview of the City of College Station FY 2014-2015 Proposed Budget in the amount of \$253,041,517. The effective tax rate is 41.4996 cents per \$100 valuation, and the rollback rate is 45.2987 cents. The proposed rate is 45.25 cents for an increase of 2.6542 cents over last year's tax rate, providing an addition \$1.6 million in revenue. The calendar for the budget process includes public hearings on September 3 and 11. Adoption of the Budget is scheduled for September 22. According to the charter, final action on the Proposed Budget must take place on or before September 27. Budget workshop meetings are scheduled for August 18th, August 19th, and August 20th to review the proposed budget, and the key budget decision points.

**8. Council Calendar**

Council reviewed the calendar.

**9. 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.**

There were no future agenda items.

**10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding**

**Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.**

Mayor Berry reported on the COG.

Councilmember Schultz reported on the RVP.

Councilmember Aldrich reported on the Arts Council.

Councilmember Brick reported on the Brazos County Health Department.

**11. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:58 p.m. on Thursday, August 14, 2014.

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

ATTEST:

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
AUGUST 14, 2014

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**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 7:12 p.m. on Thursday, August 14, 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.**

**Citizen Comments**

Ben Roper, 5449 Prairie Dawn Court, came before Council to honor the service and sacrifice of Marine Cpl. Jesus Martin Antonio Medellin.

**CONSENT AGENDA**

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

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

**2b. Presentation, possible action, and discussion on Ordinance 2014-3592, authorizing a General Election to be held on November 4, 2014, for the purpose of electing City Councilmembers, Place 1, 3 and 5, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. (Presentación, posible acción y discusión acerca de ordenanza 2014-3592, que autorice Elecciones Generales a celebrarse el 4 de noviembre de 2014, con el propósito de elegir a los Miembros del Consejo de la Ciudad, Puestos número 1, 3 y 5, por los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones e indicando las estipulaciones para realizar las elecciones.)**

**2c. Presentation, possible action and discussion on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General Election that will be held on Tuesday, November 4, 2014. (Presentación, posible acción y discusión acerca de un acuerdo de gobierno interlocal con el Condado de Brazos para celebrar y administrar las Elecciones Generales de la Ciudad de College Station a celebrarse el día martes 4 de noviembre de 2014.)**

**2d. Presentation, possible action, and discussion regarding a purchase order for \$74,166 with Alfa Laval, Inc. to overhaul the centrifuge at the Carters Creek wastewater treatment plant.**

**2e. Presentation, possible action, and discussion on Resolution 08-14-14-2e, creating the 2015 Bond Citizen Advisory Committee (CAC).**

**2f. Presentation, possible action, and discussion regarding approval of a construction contract with Dudley Construction, Ltd., in the amount of \$28,900 for playground replacement at Pebble Creek Park, Project Number PK1406.**

**2g. Presentation, possible action, and discussion of professional services contract #14-255 with Kimley-Horn Associates, Inc in the amount of \$100,000 for an ADA Self Evaluation and Transition Plan.**

**2h. Presentation, possible action, and discussion regarding an amendment to the Economic Development Agreement between the City of College Station, Research Valley Partnership, and PM Realty Group.**

**2i. Presentation, possible action and discussion on approving job order construction contract #14-30 for various facilities corrective maintenance services from Jamail & Smith Construction, LP in the amount of \$341,078.31. Contract pricing is available from Jamail & Smith Construction, LP through the Texas Multiple Award Schedule (Contract TXMAS-14-56090).**

**2j. Presentation, possible action, and discussion regarding approval of Resolution 08-14-14-2j, that will authorize City staff to negotiate for the purchase of easements needed for the Nimitz Street Rehabilitation Project.**

**2k. Presentation, possible action and discussion regarding the second renewal of Contract 12-254 with Brazos Paving Inc. for the Purchase and Installation of Type D Hot Mix Asphalt in the amount of \$977,490.**

**2l. Presentation, possible action, and discussion regarding approval of Needs Resolution 08-14-14-2l, that will authorize City staff to negotiate for the purchase of easements needed for the Southland Street Drainage Project.**

**2m. Presentation, possible action and discussion of construction contract # 14-355 with Elliott Construction, LLC in the amount of \$2,135,355.75 for construction of the Cooner Street Reconstruction Project, No. ST-1201 and the rejection of Bid No. 13-098 for the same project, and approval of Resolution 08-14-14-2m, declaring intention to reimburse certain expenditures with proceeds from debt.**

**2n. Presentation, possible action and discussion on calling a public hearing on the City of College Station FY 2014-2015 Proposed Budget for Thursday September 11, 2014 at 7:00 PM in the City Hall Council Chambers.**

**2o. Presentation, possible action, and discussion regarding approval of the award of the City's annual copy and print services price agreements with estimated annual expenditures: Alphagraphics (formerly Tops Printing) \$80,000; Copy Corner \$40,000; Office Depot (available through the National Intergovernmental Purchasing Alliance Cooperative (NIPA)) \$20,000. The total not to exceed amount is \$140,000 for Copy and Print Services.**

**2p. Presentation, possible action and discussion regarding the approval of an Interlocal Agreement for Emergency Ambulance service with Brazos County.**

**2q. Presentation, possible action, and discussion regarding Ordinance 2014-3593, of the City Council of the City of College Station, Texas, amending Ordinance No. 2014-3569, by changing the effective date from September 15, 2014 to December 31, 2014, and providing an effective date.**

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

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3594, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial and R-4 Multi-Family to R-4 Multi-Family on approximately 2.6 acres for Herman F. Krenek Subdivision Phase Two Lot 5B and a 0.752-acre tract described as Tract 1 and 0.393-acre tract described as Tract 2 by a deed to Sylvia H. Robinson recorded in volume 9511, page 270 of the Official Public Records of Brazos County, Texas, the property generally located at 2315 and 2317 Texas Avenue South.**

Jason Schubert, Planning and Development Services, reported that this request is to rezone the property from GC General Commercial and R-4 Multi-Family to R-4 Multi-Family and stated the review criteria for zoning map amendments.

The Planning and Zoning Commission considered this item at their July 17 meeting and voted unanimously to recommend approval of the amendment to the Code of Ordinances.

The applicant, Caleb Venable, also spoke to explain the proposed multi-family development.

At approximately 7:29 p.m., Mayor Berry opened the Public Hearing.

Kathy Chou, 2313 Texas Avenue South, representing Comfort Suites, expressed her concern regarding the Brentwood access affecting her guests.

There being no further comments, the Public Hearing was closed at 7:34 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3594, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from GC General Commercial and R-4 Multi-Family to R-4 Multi-Family on approximately 2.6 acres for Herman F. Krenek Subdivision Phase Two Lot 5B and a 0.752-acre tract described as Tract 1 and 0.393-acre tract described as Tract 2 by a deed to Sylvia H. Robinson recorded in volume 9511, page 270 of the Official Public Records of Brazos County, Texas, the property generally located at 2315 and 2317 Texas Avenue South. The motion carried unanimously.

**2. Public Hearing, presentation, possible action, and discussion regarding an annexation petition for approximately 70 acres in the 15,000 block of FM 2154, generally bordered by FM 2154, Greens Prairie Road West, and Royder Road.**

Lance Simms, Director of Planning and Development, reported that the owner of approximately 70 acres located in the extraterritorial jurisdiction submitted a petition for annexation as provided for in Section 43.028 of the Texas Local Government Code. The statute requires that the City Council hear the petition and grant or refuse the petition within 30 days. Staff recommends granting the annexation petition.

At approximately 7:44 p.m., Mayor Berry opened the Public Hearing.

Alton Ofezarzak, 4060 Highway 6, stated that he is the applicant.

There being no further 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 voted seven (7) for and none (0) opposed, to accept the annexation petition for approximately 70 acres in the 15,000 block of FM 2154, generally bordered by FM 2154, Greens Prairie Road West, and Royder Road. The motion carried unanimously.

**3. Presentation and discussion seeking direction from the Council regarding the level of interest in pursuing annexation of properties located within the extraterritorial jurisdiction, southwest of the City limits, generally bordered by FM 2154, Greens Prairie Trail, and Royder Road.**

Lance Simms, Director of Planning and Development Services, reported that staff is seeking direction from the City Council regarding the level of interest in pursuing annexation of properties located within the extraterritorial jurisdiction, southwest of the City limits, generally bordered by FM 2154, Greens Prairie Trail, and Royder Road.

Council provided direction to proceed with pursuing the entire area being proposed.

**4. Presentation, possible action, and discussion on Ordinance 2014-3595, repealing Ordinance 2014-3558, amending Chapter 1, Section 1-23, "Creation of a Historic Preservation Committee", of the Code of Ordinances; reviving the previous language contained in Chapter 1, Section 1-23, "Creation of a Historic Preservation Committee"; and providing an effective date.**

David Schmitz, Director of Parks and Recreation, said Ordinance 2014-3558 was an effort to align staffing with the Parks Board. The ordinance proposed tonight will repeal that ordinance, reviving the previous language so that the City Council will assume appointment authority again, and the HPC will no longer report to the Parks Board. Assistance with programming will be handled through the Parks and Recreation Department.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3595, repealing Ordinance 2014-3558, amending Chapter 1, Section 1-23, "Creation of a Historic Preservation Committee", of the Code of Ordinances; reviving the previous language contained in Chapter 1, Section 1-23, "Creation of a Historic Preservation Committee"; and providing an effective date. The motion carried unanimously.

**5. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:29 p.m. on Thursday, August 14, 2014.

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

ATTEST:

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

MINUTES OF THE CITY COUNCIL BUDGET WORKSHOP  
CITY OF COLLEGE STATION  
AUGUST 18, 2014

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Kelly Templin, City Manager  
Chuck Gilman, Deputy City Manager  
Jeff Kersten, Assistant City Manager  
Jeff Capps, Assistant City Manager  
Robin Cross, City Attorney  
Sherry Mashburn, City Secretary

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Budget Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:06 p.m. on Monday, August 18, 2014 in the CSU Meeting/Training Facility, 1603 Graham Road, College Station, Texas 77842.

**2. Presentation, possible action, and discussion on the FY 2014-2015 Proposed Budget.**

Jeff Kersten, Assistant City Manager, provided a review of the proposed FY14-15 budget and citywide budget issues. Growth will be addressed with additional Public Safety resources and Code Enforcement resources, maintaining and expanding infrastructure, and providing the resources to attract and retain a well-qualified workforce. Council will provide input on budget decision points: service level increases to address growth and maintenance needs; a proposed tax rate of 45.25 cents; no electric, water, wastewater, or drainage rate increases; and a commercial sanitation rate increase.

## GENERAL FUND

### Revenues

Sales Tax, our largest revenue stream, accounts for 40.91%. The FY14 forecast is 6.5% higher than FY13. Staff is projecting a 3% increase for FY15 for an estimated revenue of \$25.3 million.

Ad valorem taxes account for 27.28% of our general fund revenues. Our certified property valuation is \$6.56 billion, approximately 5.3% increase in value over last year. \$215 million is a new value. We are continuing to see growth on the property value side. Our current tax rate is 42.5958 cents. The effective tax rate is 41.4996 cents and generates approximately the same revenues on the same properties this year as last year. The rollback rate is 45.2987 cents. Each one cent increase in the tax rate brings in an approximate \$609,000. The property tax revenues coming into the General Fund will be \$16.9 million, and the Debt Service Fund portion will be \$12.6 million. Staff is proposing a tax rate of 45.25 cents, an increase of 2.6542 cents. If Council goes forward with this proposed rate, they must discuss the rate, vote to increase tax revenues, and call and hold two public hearings.

Total transfers from all Utilities are being proposed in the amount of \$9,307,925 for 15% of General Fund revenues.

Minimal changes are proposed in other revenue categories such as franchise fees/mixed drink tax, licenses and permits, etc. These total about \$10,369,759 and account for 17% of the overall revenue stream.

### Expenditures

In terms of salaries and benefits, the proposed budget assumes a 3.5% Pay Plan (merit or performance based) proposal (\$847,436), a Police Step Plan adjustment (\$275,000), and increases for select positions (\$237,500).

Police and Fire account for half of the expenditures. Department summaries were provided, along with Service Level Adjustments and proposed projects:

- Police: Six additional personnel (\$552,987) and other service level adjustments such as the Pay Scale adjustment, maintenance costs, Northgate booking station equipment, etc. (\$729,823).
- Fire: \$1,145,395 for EMS equipment replacement, two positions for EMS/Safety Officer program completion; and five positions for Station 6 ladder.
- Public Works: \$1,541,307 for various SLAs, including ITS Master Plan O&M, street repair, facilities maintenance, additional positions, etc.

At 4:58 p.m., the Mayor recessed the Budget Workshop.

The Budget Workshop reconvened at 5:18 p.m.

- Parks and Recreation: \$1,122,859 for equipment, ballfield light maintenance; playground equipment, irrigation specialist, etc.
- Library: \$2,100 for a Polaris Phone System server

- Planning and Development Services: \$100,000 for implementation of a Neighborhood Plan
- Information Technology: \$111,650 for an internet bandwidth independent path, SIEM implementation, network maintenance, replacement of Council iPads, etc.
- Fiscal Services: \$236,902 for Marshal's sworn officer pay scale adjustment, budget analyst, contract administrator, and ERP process documentation/document imaging.
- General Government: Automated Case Management system (Legal), restoring funding to Neighborhood Services matching grant funds (Public Communications), Business Manager (Community Services), Salary Survey and copier upgrade (Human Resources) for a total of \$251,207.

Additional proposed projects that will be funded by the General Fund include a transfer to the Streets CIP Fund (\$899,375), a transfer to the General Government CIP Fund (\$212,041), and a transfer to the Park Land Dedication Fund (\$12,000).

Non-departmental expenditures include:

- General and Administrative transfers (\$4,441,704) to offset expenditure incurred by service departments
- Public Agency Funding (\$1,204,007) for various public agencies, such as Lions Club (\$15,000), RVP, Arts Council, Health District, Appraisal District, and Animal Shelter
- Subsidy to the Recreation Fund (\$2,329,559)
- Other transfers-in (\$1,357,759) from HOT Fund for qualifying tournaments and special events, Benefits Fund for Fitlife programs for Police and Fire, Drainage Fund for streets, and various CIP Funds to offset cost of project management
- Other transfers-out (\$934,426) to the Economic Development Fund, Northgate Parking Fund for non-parking expenditures, Sanitation Fund for street sweeping, and the Equipment Replacement Fund
- Consulting Services (\$53,333) for TX-21, state legislative consulting, and the Atmos Steering Committee on natural gas-related issues
- Contingency (\$487,500) for general and Pay Plan contingencies.

#### GENERAL FUND FINANCIAL FORECAST

Revenues: We will continue with conservative revenue estimates, estimate moderate sales tax increases and modest property value increases. We will maintain the tax rate.

Expenditures: We will limit new expenditures, go forward with the Pay Plan as proposed, and include the estimated O&M on CIP projects.

#### GENERAL GOVERNMENT CAPITAL PROJECTS

Streets (\$16,898,143): rehabilitation projects, the Rock Prairie Road projects, etc., TXDOT-related projects, traffic-related projects, sidewalk-related projects, Lick Creek Hike and Bike Trail, and University Drive pedestrian improvements.

Parks (\$5,450,789): field redevelopment projects, Neighborhood Parks Revolving Fund, Lincoln Center addition, Lick Creek Nature Center, and restrooms for the Wolf Pen Creek Festival site.

Parkland (\$4,046,997): parks playground equipment and resurfacing for University Park and Castlerock Park, and an all-inclusive park.

Facilities and Technology Projects (\$5,191,494): library expansion, ERP system replacement, CAD/RMS (Public Safety) system replacement, and fiber optic infrastructure.

**3. Presentation, possible action and discussion on the 2014-2015 ad valorem tax rate; and, if necessary on calling two public hearings on a proposed ad valorem tax rate for FY 2014-15.**

This item was not discussed.

**4. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the budget workshop of the College Station City Council at 7:11 p.m. on Monday, August 18, 2014.

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

ATTEST:

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

MINUTES OF THE CITY COUNCIL BUDGET WORKSHOP  
CITY OF COLLEGE STATION  
AUGUST 19, 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  
Robin Cross, First Assistant City Attorney  
Sherry Mashburn, City Secretary

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Budget Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:12 p.m. on Tuesday, August 19, 2014 in the CSU Meeting/Training Facility, 1603 Graham Road, College Station, Texas 77842.

- 2.** In accordance with the Texas Government Code §551.086-Competitive Matters, the College Station City Council convened into Executive Session at 3:12 p.m. on Tuesday, August 19, 2014 in order to discuss competitive matters as that term is defined in Gov't Code §552.133; to wit:
- Power Supply

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

No action was required from Executive Session.

**4. Presentation, possible action, and discussion on the FY 2014-2015 Proposed Budget.**

City Manager Kelly Templin reported that the Fire Chief stated the department could eliminate one safety officer, one fire fighter, and increase the EMS rate by 10% in order to fund a 3% pay increase. Council consensus was to go forward with this proposal.

Jeff Kersten, Assistant City Manager, provided a review of the proposed FY14-15 budget as it relates to the Enterprise Funds.

#### ELECTRIC FUND

Revenues are projected at \$101,763,343 and no rate increase is included in the FY15 proposed budget. Expenditures are anticipated to come in at \$96,606,481. Operating expenditures and transfers are projected at \$78,659,864 and include proposed service level adjustments. Other expenditures include debt service, transfer to the General Fund, ERP system replacement, contingency, and capital projects funding.

FY15 Electric Fund Capital expenditures are budgeted at \$7,135,418. Key Capital projects include: General Plant, overhead system improvements, underground system improvements, new services and system extensions, residential street lighting, thoroughfare street lighting, distribution, and transmission.

#### WATER FUND

Revenues are projected at \$14,791,020. Sources include user fees from water customers. No rate increase is proposed for FY15; however, the forecast does show a rate increase in the future. They are proposing a fire flow test fee and proposing a water tap fee adjustment. Expenditures are anticipated to come in at \$14,791,020. Operating expenditures and transfers are projected at \$6,832,627 and include proposed service level adjustments. Other expenditures include debt service, transfer to the General Fund, ERP system replacement, contingency, and capital projects funding.

Key Capital project expenditures are budgeted for \$6,687,309. Key Water System Production projects include: Well #9 (Design), Well #9 Collection /Line (Design), Well Field Fiber, Sandy Point Chemical System replacement, Cooling Tower expansion, and variable frequency drive replacement.

Key Water System Distribution projects include: SH40 water lines, Area 2 water line extension, reinstallation of a 30-inch water transmission line at Villa Maria and FM2818, and the Southland water line.

Key Water System rehabilitation projects include: design for the Eastgate/Munson/Francis utility rehab, and the rehab for Luther/Nimitz/Eisenhower/Cooner utility.

#### WASTEWATER FUND

Revenues are projected at \$14,516,187. Sources include user fees from water customers. No rate increase is proposed for FY15; however, the forecast does show a rate increase in the future. Expenditures are anticipated to come in at \$15,093,564. Operating expenditures and transfers are projected at \$7,248,568 and include proposed service level adjustments. Other expenditures

include debt service, transfer to the General Fund, ERP system replacement, contingency, and capital projects funding.

FY15 Wastewater Capital expenditures are budgeted for \$11,045,259. Key Wastewater System Collection projects include: East side FM158 sewer line, Creek Meadows oversize participation, Bee Creek parallel trunkline, and Royder/Live Oak sewer line completion.

Key Wastewater System rehabilitation projects include: the design of Eastgate/Munson/Francis Utility rehab, and the rehab of Nimitz, Eisenhower, Graham Road, and Cooner Utility.

Key Wastewater System Treatment and Plant projects include: Carters Creek Centrifuge improvements, Carters Creek structures coating replacement, Lick Creek generator replacement, Carters Creek headworks catwalk, Carters Creek fueling station, Lick Creek raw lift pumps, SCADA (new lift stations), Carters Creek electrical improvements, and Aggie Acres fiber optic conduit.

#### SANITATION FUND

Revenues are projected at \$8,839,711. This includes a 15% rate increase for commercial customers. It also includes \$403,910 from BVSWMA to offset the Debt Service payment. Expenditures are projected at \$8,609,503. Operating expenditures and transfers are projected at \$7,657,521 and include proposed service level adjustments. Other expenditures include debt service, transfer to the General Fund, ERP system replacement, and capital projects funding. This also includes proposed funding in the amount of \$52,740 for Keep Brazos Beautiful and a Pay Plan proposal.

#### DRAINAGE UTILITY

Revenues are projected at \$2,138,800 received from Drainage Utility Fee revenues. Expenditures are projected at \$2,984,906. Operating expenditures and transfers are projected at \$1,742,305 and include proposed service level adjustments. It also includes drainage maintenance operations, and a Pay Plan proposal.

Capital projects expenditures are projected at \$1,213,642 to include greenway projects, minor drainage improvements, a drainage master plan, etc.

#### NORTHGATE PARKING FUND

Revenues are projected at \$1,409,777 received from Parking Fees and Parking Fines. There is no proposed change in rates, and fines are expected to remain relatively flat. Expenditures are projected at \$1,420,247, which includes Parking Operations and Maintenance, Non-parking activities, and a Pay Plan proposal. This also includes proposed funding for Debt Services at \$466,375 and Northgate Parking Garage Projects at \$315,365.

#### **5. Presentation, possible action and discussion on the 2014-2015 ad valorem tax rate; and, if necessary on calling two public hearings on a proposed ad valorem tax rate for FY 2014-15.**

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to approve September 3, 2014

at 6:00 p.m. and September 11, 2014 at 7:00 p.m. for the two public hearings on a proposed ad valorem tax rate for FY 2014-15.

**6. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the budget workshop of the College Station City Council at 5:20 p.m. on Tuesday, August 19, 2014.

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

ATTEST:

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

MINUTES OF THE CITY COUNCIL BUDGET WORKSHOP  
CITY OF COLLEGE STATION  
AUGUST 20, 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  
Robin Cross, First Assistant City Attorney  
Sherry Mashburn, City Secretary

**1. Call to Order and Announce a Quorum is Present**

With a quorum present, the Budget Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:11 p.m. on Wednesday, August 20, 2014 in the CSU Meeting/Training Facility, 1603 Graham Road, College Station, Texas 77842.

**2. Presentation, possible action, and discussion on the FY 2014-2015 Proposed Budget.**

Jeff Kersten, Assistant City Manager, provided a review of the outside agency funding items.

OUTSIDE AGENCY FUNDING

General Fund

- Research Valley Partnership                   \$ 350,000
- ACBV- O&M   \$ 35,000 (original request \$50,000)
- Noon Lions Club                                 \$ 15,000 (original request \$10,000)
- Aggieland Humane Society                   \$ 205,000
- Brazos County Health District               \$ 326,500
- Brazos County Appraisal District           \$ 262,507

Sanitation Fund

- Keep Brazos Beautiful \$ 52,740

Hotel Tax Fund

- ACBV – Affiliate Funding \$ 386,400
- Convention & Visitors Bureau \$1,425,410
- CVB – Grant Program \$ 250,000
- Veterans Memorial \$ 15,000 (for Civil War Union statue)
- BCS Chamber of Commerce \$ 25,000 (same as last year)

A motion was made by Mayor Berry and seconded by Councilmember Benham, to reduce and redistribute the advertising dollars by \$132,803 in order to coordinate advertising efforts with the City.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted four (4) for and three (3) opposed, with Mayor Berry and Councilmembers Brick and Schultz voting against, to amend the motion by striking \$132,803 and inserting \$104,115.75. The motion carried.

**MOTION:** The motion, as amended, made by Mayor Berry and a second by Councilmember Benham, the City Council voted six (6) for and one (1) opposed, with Councilmember Mooney voting against, to reduce and redistribute the advertising dollars by \$104,115.75 in order to coordinate advertising efforts with the City. The motion carried.

**RECREATION FUND**

This fund is designed to identify revenues and total costs associated with recreation programs and facilities. It allows decisions to be made on subsidy levels and funding priorities. The current Parks Fee Policy reflects:

- Full fee support (80%-100%), such as the Cemetery
- Partial fee support I (50%-80%) such as adult sport programs
- Partial fee support II (20%-50%) such as youth programs and activities
- Minimum fee support (0%-20%) such as other parks, recreations and cultural programs

Revenue is projected at \$942,950 with expenditures projected at \$3,208,331. Expenditures include sports programs, aquatics, instruction, and Southwood and Lincoln centers. The total subsidy of \$2,275,381 includes a one-time SLA in the amount of \$33,500 for repairs to Adamson Lagoon.

Council consensus was to have staff look at privatizing aquatics and to bring back to Council.

**OTHER GOVERNMENTAL FUNDS**

Debt Service Fund

This fund addresses aging infrastructure and future infrastructure needs due to growth. The proposed FY15 rate remains unchanged from the FY14 rate of 19.303 cents. This will provide revenue from property taxes in the amount of \$12,610,135 which satisfies the FY15 debt service requirement. It was noted that 66% of the Cemetery debt service is paid from the tax rate in FY15.

Economic Development Fund

A General Fund transfer of \$375,000 has been increased to meet future commitments. FY14 expenditures are \$514,245 to meet current obligations.

Council consensus was to direct staff to research the possibility of bringing back the 4A corporation and to bring back to Council.

Chimney Hill Fund

Rents and royalties amount to \$7,534,194 which includes the proceeds from the sale of the facility. FY14 expenditures include facilities maintenance (\$6,667) and a transfer to the Hotel Tax Fund (\$9,327,083).

SPECIAL REVENUE FUNDS

Hotel Tax Fund

This fund is to be used to encourage tourism and visitors to College Station. Revenues are projected at \$4,668,000. Expenditures covering City operations are projected at \$1,578,077. Expenditures include parks programs and events, sports tournament revolving fund, Public Communications funding, etc. Outside agency funding expenditures is projected at \$2,151,810. Outside agencies include the CVB, Arts Council, Veterans Memorial, and Chamber of Commerce.

**MOTION:** Upon a motion made by Mayor Berry and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to add \$25,000 from HOT funds to the City Manager’s budget for purposes of charitable events held at College Station hotels. The motion carried unanimously.

The meeting recessed at 5:20 p.m. and reconvened at 5:40 p.m.

Court Funds and Police Seizure Funds

These funds offset costs to the General Fund in the Municipal Court and the Police Department within the uses allowed by law. These include the Court Technology Fee Fund, Court Security Fee Fund, Juvenile Case Manager Fee Fund, Truancy Prevention Fee Fund, and the Police Seizure Fund.

Cemetery Funds

These funds include the Memorial Cemetery Fund, Memorial Cemetery Endowment Fund, and the Texas Avenue Cemetery Endowment Fund.

OTHER SPECIAL REVENUE FUNDS

These funds include the Wolf Pen Creek TIF Fund, West Medical District TIRZ No. 18 Fund, East Medical District TIRZ No. 19 Fund, Public Educational and Governmental (PEG) Channel Access Fee Fund, and the R.E. Meyer Estate Restricted Gift Fund.

INTERNAL SERVICES FUNDS

Self-Insurance Funds

This provides the insurance needs for the City, such as property and casualty, employee benefits, workers compensation, and unemployment.

Equipment Replacement Fund

The Equipment Replacement Policy allows equipment to be replaced on a scheduled basis. Funds are set aside on an annual basis for future replacements. Revenues are projected at \$5,147,264. Expenditures are projected at \$6,176,605 and include \$736,532 for new SLA fleet purchases.

Utility Customer Service

Revenues are projected at \$2,310,524. Expenditures are projected at \$2,329,034 and include an SLA in the amount of \$89,105 for an additional Meter Service Field Rep and ERP Process documentation.

Fleet Maintenance Fund

This provides fleet support services to City operations. Revenues derived from charges for service from other City Departments are projected at \$2,054,820. Operations and maintenance expenditures are projected at \$1,946,624. This includes an SLA for a Fleet Service Runner/Porter and for tire mounting machines and balancers.

Mr. Kersten reported that a list will be prepared outlining those items upon which the Council provided direction.

**3. Presentation, possible action and discussion on the 2014-2015 ad valorem tax rate; and, if necessary on calling two public hearings on a proposed ad valorem tax rate for FY 2014-15.**

Council was reminded of the Public Hearings to be held on September 3 and September 11.

**4. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the budget workshop of the College Station City Council at 6:14 p.m. on Wednesday, August 20, 2014.

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

ATTEST:

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



## Legislation Details (With Text)

**File #:** 14-602      **Version:** 1      **Name:** Selectron IVR Solution  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 7/29/2014      **In control:** City Council Regular  
**On agenda:** 8/25/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding approval of a 3-year agreement in an amount not to exceed \$64,450 with Selectron Technologies, Inc. to purchase the IVR solution for customer inquiry and for over the phone payment of Utility Bills.  
**Sponsors:** Ben Roper  
**Indexes:**  
**Code sections:**  
**Attachments:** [Agreement with Selectron Technologies, Inc.](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a 3-year agreement in an amount not to exceed \$64,450 with Selectron Technologies, Inc. to purchase the IVR solution for customer inquiry and for over the phone payment of Utility Bills.

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

**Summary:** The existing Interactive Voice Response (IVR) system used by citizens to check balances and make payments on their utility bills is aging and in need for replacement. The Selectron IVR system is the IVR solution provider that integrates with the City’s existing Utility Billing system. Citizens will be able to continue making payments over the phone with this automated system and have their payment immediately reflected on their account.

The contract is exempt from competitive bidding by LGC 252.022(a)(7)(A) due to one source based on software copyrights, as Selectron is the only solution that can provide real-time integration with the current Utility Customer Service system.

**Budget & Financial Summary:** Funds are available in the Information Technology FY14 operating budget and the Utility Customer Service FY 14 operating budget to cover the costs associated with this purchase.

**Reviewed and Approved by Legal:** Yes

**Attachments:**  
1. Agreement with Selectron Technologies, Inc.



## Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this “**Agreement**”) by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66<sup>th</sup> Avenue, Portland, OR 97223, and its successors and assigns (“**Licensor**”), and the City of College Station, Texas, a Texas Home Rule Municipal Corporation (“**Customer**”).

### Recitals

**Whereas**, as between Licensor and Customer, Licensor is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the “Licensed Software;” and

**Whereas**, Licensor wishes to grant to Customer, and Customer desires to obtain from Licensor, certain rights to access and use, and to permit authorized Customer employees to access and use the Licensed Software through Licensor’s application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

**Now, Therefore**, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

### Agreement

#### 1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

**1.1 “Derivative Work”** shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

**1.2 “Documentation”** shall mean the standard documentation for the Licensed Software, as generally provided by Licensor to its other customers.

**1.3 “Employee”** shall mean a then-current employee of Customer.

**1.4 “Intellectual Property Rights”** shall mean worldwide statutory and common law rights associated with (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and “moral rights”; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); and (e) divisions, continuations, renewals, and re-issuances of any of the foregoing, now existing or acquired in the future.

**1.5 “Licensed Software”** shall mean, collectively, (a) those Server Programs that are set forth in Exhibit A; (b) the Documentation; and (c) any Updates.

**1.6 “Server Program”** shall mean the object code form of those portions of the Licensed Software that are both designed to be installed and used on a server, and are expressly designated as “Server Program(s)” in Exhibit A.

**1.7 “Service”** shall mean the service by which software products and services (including, without limitation, the Server Programs) hosted on servers controlled by Licensor and, as applicable, its designees, are made available through the Internet for remote use by third parties.

**1.8 “Term”** shall have the meaning set forth in Section 12.1.

**1.9 “Trademarks”** shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; and (c) such other marks and logotypes as either party may designate from time to time in writing.

**1.10 “Updates”** shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to the Server Programs and Documentation that may be provided or otherwise made available hereunder by Licensor to Customer during the Term.

## 2. Grant of License; Restrictions

### 2.1 Grant of License to Use Server Programs.

Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, Licensor hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited license, during the Term, to access and use the Server Programs as made available by Licensor through the Service, in accordance with the Documentation and solely for Customer's own internal business use. Customer may only access and use the Server Programs with valid customer identification(s) and password(s) granted to Customer by Licensor pursuant to Section 3.2. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Licensor to Customer hereunder with respect to the Server Programs.

### 2.2 Restrictions.

Customer hereby acknowledges and agrees that it shall not use the Service for any purpose other than the purpose for which Licensor has developed the Service, and that it shall use the Licensed Software and the Service in accordance with all applicable laws, rules, and regulations. Customer shall not, and shall not permit any Employee or third party to: (a) copy all or any portion of the Licensed Software or the Service; (b) decompile, disassemble or otherwise reverse engineer the Licensed Software or the Service, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or Service or any portion thereof, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity; (c) modify, translate, or create any Derivative Works based upon the Licensed Software or the Service; (d) distribute, disclose, market, rent, lease, sell, timeshare, assign, sublicense, pledge, or otherwise transfer the Licensed Software or the Service, in whole or in part, to any third party, or use the Licensed Software for the commercial or other benefit of a third party; (e) remove or alter any copyright, Trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Software or the Service; (f) perform, or release the results of, benchmark tests or other comparisons of the Licensed Software or the Service with other software or materials; (g) permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party; (h) incorporate the Licensed Software or any portion thereof into any other materials, products, or services, or use the Licensed Software for production purposes; or (i) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this Section 2.2, Licensor may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

### 2.3 Restrictions.

Licensor hereby acknowledges that the Customer Data will contain sensitive, personally-identifiable information. Licensor will not disclose Customer Data to any third party and will maintain and use the Customer

Data only for purposes of making the Customer Data available to Customer. Licensor will promptly delete any Customer Data that Customer requests in writing to be deleted (except for data retention required by law).

## 3. Deliverables and Services

### 3.1 Delivery of Documentation.

Licensor shall provide Customer with the Documentation according to the delivery terms and conditions set forth in [Exhibit A](#). All deliveries under this Agreement, including, without limitation, any Documentation, shall be F.O.B. Licensor's facilities.

### 3.2 Customer Identification and Passwords.

Licensor shall provide Customer with identification and passwords, which Customer must use to access and use the Licensed Software and/or the Service. Customer shall receive one "Administrator Identification" and one "Administrator Password" that may be used by Customer's system administrator or other qualified Employee, in accordance with the Documentation, to access certain Customer account information and to obtain and issue individual "User Identification" and "User Passwords" for each individual Employee who shall be accessing the Licensed Software and/or the Service. Licensor and/or its suppliers or licensors shall control the issuance of each Administrator Identification, Administrator Password, User Identification, and User Password. Customer (a) hereby acknowledges that it bears sole responsibility for protecting all Administrator Identifications, Administrator Passwords, User Identifications, and User Passwords granted in connection with this Agreement; (b) shall not provide any such information to any third party; and (c) shall remain fully responsible and liable for (and Licensor shall not be responsible or liable for) any unauthorized use of any Administrator Identifications, Administrator Passwords, User Identifications, or User Passwords.

### 3.3 Hosting.

During the Term, Licensor and/or its designees shall host and maintain the Server Programs and the Service, and provide access thereto, subject to the terms and conditions of this Agreement.

### 3.4 Updates, Maintenance, and Technical Support.

During the Term, Licensor shall provide Customer with (or, with respect to Server Programs, make available to Customer) Updates as they are made generally available by Licensor to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in [Exhibit B](#). Any Update provided or made available by Licensor hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

### 3.5 Further Customer Obligations.

Customer shall be solely responsible for accessing the Server Programs and the Service, and for any and all costs and fees in connection with accessing and using the Licensed Software and/or the Service, including, without limitation, Internet service provider fees,

telecommunications fees, and the costs of any and all equipment used by Customer in connection with accessing the Licensed Software and/or the Service. Customer acknowledges that Licensor shall have no obligation to assist Customer in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

#### 4. Fees and Payment

Customer shall pay to Licensor service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A.

#### 5. Proprietary Rights

As between Licensor and Customer, Licensor and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Licensed Software and the Service and any portions thereof, including, without limitation, any copy or Derivative Work of the Licensed Software or Service (or any portion thereof) and any Updates and upgrades thereto. Customer agrees to take any action reasonably requested by Licensor to evidence, maintain, enforce, or defend the foregoing. Customer shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Licensor's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software is licensed, not sold, and Customer shall have only those rights in and to the Licensed Software and Service and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement.

#### 6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the other party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent. "Proprietary Information" includes, but is not limited to (a) the Licensed Software and the Service (including any and all Derivative Works and Updates and upgrades thereto); (b) all Administrator Identifications, Administrator Passwords, User Identifications, and User Passwords, Reports; (c) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (d) information regarding plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (e) information regarding the skills and compensation of employees. Nothing will be considered to be Proprietary Information if (1) it is readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by

the receiving party from a third party without confidential limitations; (3) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (4) it was rightfully known to the receiving party prior to its first receipt from the disclosing Party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

#### 7. Representations and Warranties; Warranty Disclaimer.

**7.1 Mutual Representations.** Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate powers, (b) has been duly authorized by all necessary corporate action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such party.

**7.2 Limited Warranty.** Subject to the limitations set forth in this Agreement, Licensor represents and warrants to Customer that the Server Program, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation as delivered to Customer. If Customer finds what it reasonably believes to be a failure of the Server Program to substantially conform to the functional specifications in the Documentation, and provides Licensor with a written report that describes such failure in sufficient detail to enable Licensor to reproduce such failure, Licensor shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, LICENSOR PROVIDES THE LICENSED SOFTWARE AND SERVER PROGRAM TO CUSTOMER "AS IS" AND "AS AVAILABLE." LICENSOR MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE SERVICE OR SERVER PROGRAM SHALL BE UNINTERRUPTED, OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY LICENSOR, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. Except as provided in Section 3.4, this Section 7.2 states the entire liability of Licensor and the sole and exclusive remedy of Customer with respect to any express or implied warranties hereunder or otherwise in connection with this Agreement, regardless of whether Licensor knows or has reason to know of Customer's particular needs.

**7.3 Exclusive Warranty.** THE EXPRESS WARRANTY SET FORTH IN SECTION 7.2 CONSTITUTES THE ONLY WARRANTY MADE BY LICENSOR WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, THE SERVICE, AND ANY

OTHER SUBJECT MATTER OF THIS AGREEMENT. LICENSOR MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, THE SERVICE, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, OR THE SERVICE SHALL BE ERROR-FREE, OR THAT OPERATION OF THE LICENSED SOFTWARE, THE SERVER PROGRAM, OR THE SERVICE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN SECTION 7.2 OF THIS AGREEMENT.

## 8. Security Disclaimer

**8.1 Internet Security.** Licensor's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Customer is solely responsible for the security and integrity of information it stores and/or transfers via its own internet service providers, servers and its own internal databases, operating systems and networks, if any. Licensor makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment, or (ii) any third-party technologies' or services' ability to meet Customer's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure environment for information it stores and/or transfers via its own internet service providers, servers and its own internal databases, operating systems and networks, if any. Further, Customer acknowledges and agrees that Licensor does not operate or control the Internet and that Licensor shall have no liability in connection with a breach of security or privacy regarding the Licensed Software, Server Program, or the Service or information contained therein that is caused by (i) viruses, worms, Trojan horses, or other undesirable data or software; (ii) unauthorized users, e.g., hackers; or (iii) any other third party or activity which could not have been prevented with the exercise of industry-standard security protocols and efforts on the part of Licensor.

## 9. Indemnification

**9.1 Indemnity Obligations of Licensor.** Licensor shall defend any action brought against Customer to the extent it is based on a third party claim that use by Customer of the Licensed Software as furnished hereunder, which use is in

accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, or trade secret. Licensor shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Customer in such action that are attributable to such claim, provided: (a) Customer notifies Licensor in writing of any such claim within three (3) days of learning of such claim; (b) Licensor has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates with Licensor, at Licensor's expense, in defending or settling such claim (provided that Licensor shall not enter into any settlement or other compromise that materially adversely affects Customer without Customer's written approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Customer agrees to promptly notify Licensor of any known or suspected infringement or misappropriation of Licensor's proprietary rights of which Customer becomes aware. Should the Licensed Software, Server Program, or the Service become, or be likely to become in Licensor's opinion, the subject of any claim of infringement, Licensor may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement and provide Customer with a refund equal to the set-up fees paid by Customer, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis.

**9.2 Exclusions.** Licensor shall have no liability for any claim based upon: (a) the use, operation, or combination of the Licensed Software, Server Program, or the Service with non-Licensor programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software, Server Program, or Service; (c) Customer's or its agents' or Employees' activities after Licensor has notified Customer that Licensor believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software, Server Program, or the Service that are not specifically authorized in writing by Licensor; (e) any third party software; (f) any Customer Data; or (g) Customer's breach or alleged breach of this Agreement.

**9.3** Section 10 states the entire liability of Licensor and the exclusive remedy of Customer with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

## 10. Limitation of Liability

**10.1 Limited Remedy.** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING

FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

**10.2 Maximum Liability.** Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Licensor's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Licensor from Customer hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Customer acknowledges that the License Fees and Service Fees reflect the allocation of risk set forth in this Agreement and that Licensor would not enter into this Agreement without the limitations on liability set forth in this Agreement.

## **11. Term and Termination**

**11.1 Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue for an initial period of three (3) years therefrom, and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew prior to ninety (90) days before the end of the then-current term. If Customer cancels prior to the end of the initial period of three (3) years, all fees for the term of this agreement that are unpaid will become immediately due.

**11.2 Termination for Default.** If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within thirty (30) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of thirty (30) calendar days, the defaulting party institutes within the sixty (60-) day- period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Customer breaches Sections 2.2, 6 and/or 6 of this Agreement, Licensor may immediately terminate this Agreement. Customer shall notify Licensor within twenty-four (24) hours of Customer's becoming aware of any breach (other than by Licensor) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 6 or 6.

**11.3 Termination for Bankruptcy.** Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of

creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

**11.4 Effect of Termination.** Upon the expiration or termination of this Agreement, all rights and licenses granted to Customer hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Customer shall, at its sole expense, return to Licensor (or destroy, at Licensor's sole election) all Licensed Software and Confidential Information (and all copies, summaries, and extracts thereof) then in the possession or under the control of Customer and its current or former employees. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of breaches occurring prior to the effective date of such termination. The provisions of Sections 1 ("Definitions"), 2.2 ("Restrictions"), 3.4 ("Updates, Maintenance, and Technical Support") and 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security Disclaimer"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions"), and shall survive the expiration or any termination of this Agreement.

## **12. General Provisions**

**12.1 Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of): (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1):

**12.2 Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Brazos County, Texas, U.S.A.

**12.3 Construction.** This Agreement has been negotiated by the parties and their respective counsel. This

Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

**12.4 Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**12.5 Severability.** If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing,

**12.6 Independent Contractor Relationship.** Licensor's relationship with Customer will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Customer is not an agent of Licensor and is not authorized to make any representation, contract, or commitment on behalf of Licensor, or to bind Licensor in any way. Licensor is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Licensor will not be **entitled to any of the benefits that** Customer may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

**12.7 Force Majeure.** Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

**12.8 U.S. Government Rights.** (a) The Licensed Software, Server Program, and Service are "commercial items", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R.

12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software, Server Program, and Service are licensed to any U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66<sup>th</sup> Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Customer is a governmental entity, all other state and local governments within Customer's state may purchase a license from Licensor to use the Licensed Software and Server Program and may purchase the Service, under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Licensor.

**12.9 Captions and Section Headings.** The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

**12.10 Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

**12.11 Modification; Subsequent Terms.** No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Licensor and Customer. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Customer to Licensor will not modify the terms and conditions of this Agreement or have any force or effect.

**12.12 Entire Agreement; Amendment.** This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written,

between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

**12.14 Insurance Requirements.** Licensor, before performing services, 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 services performed by Licensor, its officers, agents, volunteers, and employees. Licensor's insurance shall list the City of College Station, its officers, agents, volunteers, contract employees, and employees as additional insureds on the Commercial General Liability coverage. The required limits of insurance below and certificates of insurance evidencing the required insurance policies are attached in Exhibit D. Throughout the term of this Agreement Licensor must comply with the following:

**a. Standard Insurance Policies Required:**

- i. Commercial General Liability
- ii. Cyber Liability

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

- i. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- ii. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the Customer's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit D; and shall be approved by the Customer before work begins.
- iii. Licensor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance.
- iv. The Customer will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.
- v. 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

Customer.

**C. Commercial General Liability**

i. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

ii. Policies shall contain an endorsement listing the Customer as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the Customer may have or obtain regarding claims arising under this Agreement.

iii. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.

iv. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the Customer's review and acceptance.

v. The Commercial General Liability policy must not exclude 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.

**d. Cyber Liability**

- i. Minimum limits of \$1,000,000 (one million dollars) for third-party losses
- ii. Coverage must include:
  - (a.) Event Management
  - (b.) Unauthorized Access/use
  - (c.) Computer Virus
  - (d.) Denial of Service Attack
  - (e.) Denial of Access
  - (f.) Libel, Cyber-Libel, Slander, Product Disparagement
  - (g.) Violation of right of privacy
  - (h.) Regulatory Costs

- (i.) Privacy Costs - Privacy Injury and Identity Theft
- (j.) Programming Errors & Omissions Liability
- (k.) Replacement or Restoration of Electronic Data (First Party)
- (l.) Extortion Threats

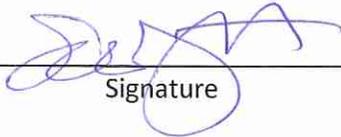
- (m.) Business Income and Extra Expense (to \$1,000,000)
- (n.) Public Relations Expense
- (o.) Security Breach Expense.

**13.1 Fiscal Funding.** This agreement includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties. When the last party executes the Agreement it becomes effective on that date (Effective Date).

**SELECTRON TECHNOLOGIES, INC.**

**CUSTOMER**

By:   
Signature

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

Name: Todd A. Johnston

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 7/25/14

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

Address: 12323 SW 66<sup>th</sup> Avenue

Address: \_\_\_\_\_

Portland, OR 97223

\_\_\_\_\_  
\_\_\_\_\_

## City of College Station, TX

W4209B

July 29, 2014

Quote is Valid for 90 Days

## RELAY CLOUD SERVICES PAYMENTS

### SETUP FEES

Quantity	Item	Unit Price	Extended Price
1	RCS Extended Setup	\$17,500	\$17,500
1	Spanish Add On	\$2,500	\$2,500
1	Cash Only Flag (Custom)	Included	\$0
0	Transfers to External Number	\$1,500	\$0
1	IVR Channel Enabled	Included	\$0
0	Web/ Mobile View Channel Enabled	\$0	\$0
<b>SETUP FEE SUBTOTAL</b>			<b>\$20,000</b>

### ANNUAL FEES

Quantity	Item	Unit Price	Extended Price
1	Annual Service Fee	\$6,000	\$6,000
16,200	Per IVR Transaction Fee*	\$0.75	\$12,150
0	Per Web/ Mobile View Transaction Fee*	\$0.75	\$0
<b>ANNUAL FEE SUBTOTAL</b>			<b>\$18,150</b>

*\* Estimated annual fees presented in the pricing table are based on volume estimates. Price will vary based on actual volume*

## RCS PAYMENT SCOPE

The Relay Cloud Services Payment system offers the ability to make payments via IVR. The following features are offered as part of the RCS Payment system:

- A unique identifier is input and validated to access payment balance data
- The system reads/ views the payment amount due and date
- The payment is collected via credit card or ACH
- RCS sends back payment reconciliation data (amount paid, date/time, associated with account/ case/ permit)
- A standard payment summary report is provided
- Custom functionality offered, includes: Restricting the IVR to accept "cash only" payments on certain accounts.

### Assumptions

- College Station is absorbing the payment fees (i.e. customers are not being charged a convenience fee to be paid to Selectron)
- College Station is responsible for all payment processing and payment gateway fees direct from their payment processing provider. These fees do not flow through Selectron.

### Payment Gateway Integration

Payments is available if Relay is integrating to one of the following payment gateways. Payment gateway transaction fees and payment processor fees are not included in this quote and are assumed to be handled by the customer through their payment provider.

- USA ePay (AMS)
- PayFlowPro (PayPal)
- Payments Gateway (Forte)
- Invoice Cloud
- Global Gateway e4 (First Data)
- PayPoint (First Data)
- Simple Order (CyberSource)
- Authorize.net

### Application Database Integration

Integration to SunGard NaviLine requires appropriate ports enabled within the College Station network and VPN connectivity, as determined is necessary during the system implementation

## RCS PAYMENT PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

### SETUP FEE PAYMENT SCHEDULE

50% Invoiced at time of execution of contracts

50% Invoiced at service startup

If College Station does not renew the service prior to, or after only 1 year of operation; no refund or credit will be issued against the setup fee paid

If the IVR system is active for the entire 2<sup>nd</sup> year of service; a one-time \$5,000 credit will be issued against IVR transaction fees owed to Selectron for that period

If the IVR system is active for the entire 3<sup>rd</sup> year of service; an additional one-time \$5,000 credit will be issued against IVR transaction fees owed to Selectron for that period

### ANNUAL SERVICE FEE SCHEDULE

100% Invoiced at the start of each service year

### PER PAYMENT TRANSACTION FEE SCHEDULE

100% Invoiced quarterly

*\* Estimated annual fees presented in the pricing table are based on volume estimates. Actual totals will vary based on actual volume*

### TAXES

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

### PAYMENT TERMS

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

### VENDOR INFORMATION

Selectron Technologies, Inc.

12323 SW 66th Avenue

Portland, OR 97223

Ph: 503.443.1400 Fax: 503.443.2052

## EXHIBIT B

### Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Licensor shall provide for Customer. Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

**A. “Error”** means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.

**B. “Error Correction”** means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into material conformity with the Documentation.

**C. “Priority A Error”** means an Error that renders Licensed Software or the Service, as applicable, inoperative or causes a complete failure of the Licensed Software or the Service, as applicable.

**D. “Priority B Error”** means an Error that substantially degrades the performance of Licensed Software or the Service, as applicable, or materially restricts Customer’s use of the Licensed Software or the Service, as applicable.

**E. “Priority C Error”** means an Error that causes only a minor impact on Customer’s use of Licensed Software or the Service, as applicable.

#### Error Reporting and Resolution

**A. Error Reporting.** Licensor shall provide Customer with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Licensor’s normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Licensor holidays.

**B. Licensed Software Error Resolution.** Licensor shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Customer in accordance with Section II(A) of this Exhibit A; (b) make available to Customer any Error Corrections that are made available by such Vendor(s) to Licensor promptly after such Error Corrections are delivered to Licensor; and (c) update Customer with respect to the progress of the resolution of all Licensed Software Errors.

**C. Service Error Resolution.** Customer shall report all Errors in the Service to Licensor in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Licensor shall use commercially reasonable efforts to correct any Error in the Service reported by Customer, in accordance with the priority level actually assigned by Licensor to such Error, as follows:

**1. Priority A Service Errors.** In the event of a Priority A Error in the Service, Licensor shall, within two (2) hours of receiving Customer’s report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within twenty-four (24) hours of receiving Customer’s report of such Error, and an Error Correction within forty-eight (48) hours of receiving Customer’s report. Licensor shall provide Customer with periodic reports (no less frequently than once every eight (8) hours) on the status of the Service Error Correction.

**2. Priority B Service Errors.** In the event of a Priority B Error in the Service, Licensor shall, within six (6) hours of receiving Customer’s report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within forty-eight (48) hours of receiving Customer’s report of such Error, and an Error Correction within six (6) business days of receiving Customer’s report. Licensor shall provide Customer with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Service Error Correction.

**3. Priority C Service Errors.** In the event of a Priority C Error in the Service, Licensor shall, within two (2) business days of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within six (6) business days of receiving Customer's report of such Error, and an Error Correction within three (3) weeks of receiving Customer's report. Licensor shall provide Customer with periodic reports on the status of the Service Error Correction.

**EXHIBIT C**

Statement of Work



# Statement of Work

City of College Station, TX

## **Relay Cloud Services**

*Utilities*

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## 1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies (Selectron) to the City of College Station, TX (College Station or Customer). The features, functionality and services are provided through Selectron Technologies' Relay Cloud Services (RCS) hosted platform.

### 1.1. Revision History

Version #	Details	Date
1.0	Initial Release	5/8/2014

## 2. Functionality

This section details the functionality of each application included in Relay Cloud Services. All functions and features are dependent upon the accessibility of the College Station SunGard Naviline Application database to provide the given data to RCS.

### 2.1. Relay Cloud Services

Relay Cloud Services is a multi-tenant hosted application, located in Selectron's local hosting facility. The multi-tenant nature of the service requires a standardized approach to the service, with some configuration options as listed in this Statement of Work. Relay Cloud Services provides College Station with a multi-channel access center for citizen payments. Relay Cloud Services will give users the option of making a payment. Payment options include credit/debit card or e-check.

This section contains information on each channel that has been enabled for this implementation of Relay Cloud Services.

#### 2.1.1. IVR Channel

The IVR Channel for Relay Cloud Services provides callers with an Interactive Voice Response (IVR) system for making payments over the phone. Each department-enabled IVR channel will have a different call access number. Each department's script will be standardized with the same basic functionality, varying by terminology and validation approach.

The following departments are included with access to the IVR channel portion of Relay Cloud Services.

##### 2.1.1.1. Utility

Citizens can call the Utility IVR channel in order to make a payment. Citizens will validate their account using an account number and PIN. RCS validates this data against the SunGard database. Once the account is validated, the IVR will speak the total amount due and due date. The total amount due includes an aggregate of all current and delinquent amounts owed. The caller will then be given the option of making a payment. If no payment is due, then the IVR will speak that there is currently no payment due.

In addition, this implementation of RCS includes a Cash Only Flag add on. If a caller attempts to make a payment through the IVR but their account has been flagged as Cash Only in the SunGard database, then the caller will not be allowed to make a payment.

Callers will have the option to transfer to an agent. The RCS IVR performs a hook-flash transfer to a number specified by College Station.

## **2.2. Payment Processing**

RCS accepts credit card and e-check payments, allowing callers to pay the balance of their utility accounts including current and delinquent amounts. Relay's payment processing engine is a PA-DSS-Verified payment system that does not retain any payment information – callers will need to enter their credit card/bank account information for each transaction. Billing information must be available to RCS to ensure functionality of this module.

Once a payment has been processed, Relay issues a payment confirmation number. When taking a payment, the payment processing software validates the payment information before passing the payment over to College Station's payment gateway. When a payment is reported to the IVR as successful, the IVR will post an update to the SunGard application database in real time.

College Station will be able to take payments from citizens via two payment methods: Credit Card and E-Check.

### **2.2.1. Credit Card**

RCS accepts Visa®, MasterCard®, Discover®, and American Express®. College Station can elect to accept all or a subset of these card types. Any credit card types not accepted by the Customer will not be accepted by Relay. When taking a payment, Relay verifies the credit card number and expiration date. For more security, College Station can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

### **2.2.2. E-Check**

Callers wishing to pay via E-Check will need to enter their bank routing number, bank account number, bank account type, payment amount, and driver's license number. All E-Check transactions are sent through the designated payment gateway.

## **2.3. Spanish Language**

The Spanish Language module enables the solution to support system prompts in Spanish. Additionally, all dates, numbers, ordinals, currencies, and letters are translated (and voice recorded) to the proper language.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

## 3. System Integration

RCS requires two main points of system integration. These are described in the following sections.

### 3.1. Application Database Interfaces

For all three agencies, it is anticipated that RCS will be integrating with SunGard NaviLine application database. RCS integrates to the application database in the following manner:

- Validate the unique identifier input to access the account data
- Read the payment amount due and date
- Sends back payment reconciliation data (amount paid, date/time, associated with account/ case/ permit)

In order to successfully integrate in a real-time fashion with the application database, Selectron utilizes the following three types of integration:

1. A Web-Service API, exposed via HTTPs accessible without special networking considerations. Methods required include:
  - GetPayment due (passing in account number, some authentication)
  - ApplyPayment (passing in account number, some authentication)
2. Site-to-site pinhole tunnel that allows TCP/IP traffic between RCS and the SunGard Naviline database interface on premise
3. Flat File import with manual reconciliation via the payment report

### 3.2. Payment Gateway Interfaces

For payment processing, RCS will be integrating to PayPal. The service is PA-DSS certified. Integration to the payment gateway initiates the collection and reconciliation of the payments being gathered by the departments. It is required that the payment gateway be on the list of RCS-certified payment gateways and that it integrates utilizing a REST/Web Service implementation. PayPal meets both of these qualifications for RCS.

## 4. Administrative Tasks

This section details tasks that the Customer's system administrator can perform in order to manage Relay Cloud Services.

### 4.1. Run System Reports

System administrators can generate, view, save, and print system usage reports using Internet Explorer®7.0 or newer. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

The following table lists the reports available with RCS:

Report	Definition
Usage Report (RCS Payments)	Number of IVR users within a specified date range
Payment Report (RCS Payments)	Number of payments within a specified date range. Includes payment amount

### 4.2. Append an Optional Greeting

Appending an optional greeting instructions Relay to play an additional greeting message when callers access the IVR. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. The Tacoma system administrator is responsible for recording the optional greeting by calling the IVR and accessing the hidden administrative menu. Training on how to record prompts is provided during system initiation.

### 4.3. Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password Relay uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Setting payment processing guidelines is currently managed by Selectron.

## 5. Responsibilities

### 5.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

#### 5.1.1. Provide Account Management

Selectron Technologies assigns an Account Manager to the service initiation. The Account Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

#### 5.1.2. Provide Documentation

The Account Manager provides the Customer with the following documents to help facilitate the service initiation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll free numbers call volume, APIs, account validation information, and the types of payments being gathered.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

#### 5.1.3. Configure Call Flow

Selectron will configure the IVR call flows based on the Customer's responses to the Implementation Questionnaire.

#### 5.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to delivery, ensuring system functionality. This includes data read and written to the application database, points of interface with the Forte payment gateway and the general ability for a customer to successfully complete a transaction.

#### 5.1.5. Provide Administrative Training

Selectron will provide an online training session to cover the administrative functions of Relay Cloud Services.

#### 5.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral

is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral is adapted to College Station's departments. Selectron Technologies' Account Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Toll free phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account numbers, case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

#### **5.1.7. Provide Hosting Services**

Relay Cloud Services is a hosted service. All equipment, floor space and environment are managed by Selectron Technologies. This includes system availability, system performance and general break/fix maintenance. Additional support is provided to College Station through our toll free support help line, if needed. If an interruption occurs, Selectron's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

#### **5.1.8. Interface Upgrades**

After service initiation, SunGard may release new updates to their application or its interface. Upgrading the RCS interface to be compatible with any SunGard (or other application database software) may require professional services outside the scope of this service.

### **5.2. College Station, TX**

This section outlines the Customer's service initiation and maintenance requirements and responsibilities.

#### **5.2.1. Return Questionnaires and Information**

Selectron Technologies' Account Manager provides College Station with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

### **5.2.2. Provide System Access**

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application database, payment gateway or network are modified. College Station is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

### **5.2.3. Confirm Service Functionality**

College Station has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period, the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

**EXHIBIT D**

Certificate(s) of Insurance



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"><li>o Work performed by you</li><li>o Premises you own, rent, lease or occupy</li><li>o Equipment you lease</li></ul>	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined – Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none"><li>o Borrowed Equipment</li><li>o Customers' Goods</li><li>o Use of Elevators</li></ul>	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

#### 1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or 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:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, 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 distribution or sale of the products;
- (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 other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or

- (b) Such inspections, 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 distribution or sale of the products.
  - (9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.
  - b. 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.
2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT
- a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - 1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
    - 2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
    - 3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.
  - b. The insurance provided to the additional insured herein is limited. This insurance does not apply:
    - 1. Unless
      - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
      - (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
    - 2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
    - 3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
    - 4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
      - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b) Supervisory, inspection, architectural or engineering activities.
    - 5. To any:
      - (a) Lessor of equipment after the equipment lease terminates or expires; or
      - (b) Owners or other interests from whom land has been leased; or
      - (c) Managers or lessors of premises if:
        - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
        - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
    - 6. To "bodily injury, or "property damage" occurring after:
      - (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
      - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

c. Limits of Insurance applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. AGGREGATE LIMIT PER LOCATION

a. Under Section III – Limits of Insurance, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

b. Under Section V – Definitions, the following definition is added:

"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. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under Section V, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROADENED NAMED INSURED

Section II – Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

a. The Damage To Property exclusion under Section I Coverage A is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

2. The exclusions for

(a) Property loaned to you;

(b) Personal property in the care, custody or control of the insured; and

(c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS WAIVER OF OUR RIGHT TO  
RECOVER FROM OTHERS ENDORSEMENT**

**Policy Number:** 52 WBC GD0279

**Endorsement Number:** 01

**Effective Date:** 01/31/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** SELECTRON TECHNOLOGIES, INC.

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: ALL TEXAS OPERATIONS

(X) Blanket Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 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. Advanced Premium:

Countersigned by \_\_\_\_\_  
Authorized Representative



## Legislation Details (With Text)

**File #:** 14-559      **Version:** 1      **Name:** Rock Prairie Road West Widening Design Contract

**Type:** Contract      **Status:** Consent Agenda

**File created:** 6/27/2014      **In control:** City Council Regular

**On agenda:** 8/25/2014      **Final action:**

**Title:** Presentation, possible action, and discussion on a Professional Services Contract, Contract No. 14-357 with Kimley-Horn and Associates, Inc., in the amount of \$273,850 for the design, bidding, and construction phase services associated with the Rock Prairie Road West Widening Project.

**Sponsors:** Donald Harmon

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a Professional Services Contract, Contract No. 14-357 with Kimley-Horn and Associates, Inc., in the amount of \$273,850 for the design, bidding, and construction phase services associated with the Rock Prairie Road West Widening Project.

### Relationship to Strategic Goals:

- 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 the Rock Prairie Road West Widening Project. This project will improve the capacity of the street and align additional lanes with the Rock Prairie Road overpass. The design will consider improvements between approximately Normand Drive to Medical Way.

Budget & Financial Summary: The total project budget is \$2,407,427 through the Streets Capital Improvement fund. Funds in the amount of \$1,575.17 have been expended or committed to date, leaving a balance of \$2,405,851.83 for design and construction.

### Attachments:

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



Legislation Details (With Text)

<b>File #:</b>	14-561	<b>Version:</b>	1	<b>Name:</b>	Impact Fees Semi-Annual Report
<b>Type:</b>	Report	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	7/3/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.				
<b>Sponsors:</b>	Carol Cotter				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Semi-Annual Report 04.30.pdf</a> <a href="#">ImpactFeeAreas Map.jpg</a> <a href="#">LandUse Maps with densities.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on Semi-Annual Report for Impact Fees 92-01, 97-01, 97-02B, 99-01, and 03-02.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): At their meeting on July 3rd, the Planning and Zoning Commission unanimously recommended acceptance of the report. Staff also recommends Council acknowledge and accept the Semi-Annual Report - No Further Action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in November of 2013. There have been no major changes in the impact fee programs since the recent update, so this report primarily documents the fees collected over the reporting period.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees. On July 3, 2014 the Advisory Committee discussed and unanimously recommended support of the Semi-Annual Report. It is now being forwarded to Council for your status update.

Budget & Financial Summary: N/A

Attachments:

1. 07/03/14 Impact Fee Semi-Annual Report
2. Fee Area Map
3. Land Use Map



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960  
College Station, Texas 77842  
Phone 979.764.3570 / Fax 979.764.3496

**MEMORANDUM**

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**DATE:** July 3, 2014  
**TO:** Planning and Zoning Commission  
**FROM:** Carol Cotter, P.E., Sr. Asst. City Engineer  
**SUBJECT:** Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

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Local Government Code requires semi-annual reporting in order to monitor the progress of impact fees and to determine when an update to the fee study is necessary. An update was completed in November 2013. There have been no major changes in the impact fee programs since the recent update. Staff recommends that the Advisory Committee forward this report to City Council for their status update.

The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the Advisory Committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. All five of the impact fees underwent a 5-Year Update in 2013 in accordance with State Law. The following is a current status report for each of the five impact fees. (To facilitate review data changes from previous 10 months are presented in bold font.):

92-01 Sanitary Sewer ( Graham Road ) ( 508 ac. ) \$339.63/LUE

This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000, revised again to \$316.07 in 2008, and to the current amount in November of 2013. The CIP consists of three phases originally estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last reporting period are **\$790.18** for total amount of **\$324,292.38** (per Account #250-0000-287.51-13). The remaining amount eligible for collection is about **\$42,682.46**. The total amount to be recovered through impact fees is anticipated at **77%** of original construction cost.

97-01 Sanitary Sewer ( Spring Creek – Pebble Hills) ( 2000 ac.) \$144.01/LUE

This fee was implemented in December 1997 at \$349.55/LUE, was revised to \$98.39 in 2008, and was revised to the current amount in November of 2013.. The CIP consists of Phase I (east of Hwy 6) and Phase II (west of Hwy 6). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last reporting period are **\$21,945.72** for total amount of **\$607,881.98** (per Acct #251-0000-287.51-13). The remaining amount eligible for collection is about **\$818,259.68**. The total amount to be recovered through impact fees is anticipated at **98%** of original construction cost.

97-02B Sanitary Sewer ( Alum Creek – Nantucket) ( 608 ac. ) \$44.71/LUE

This fee was implemented in December 1997 at \$243.38/LUE, was revised to \$59.42 in 2008, and was revised to the current amount in November of 2013. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last reporting period are **\$1,220.43** for total amount of **\$23,645.60** (per Acct #252-0000-287.51-13). The remaining amount eligible for collection is about **\$102,298.51**. The total amount to be recovered through impact fees is anticipated at **57%** of original construction cost.

99-01 Water ( Harley )( 158 ac. ) \$996.03/LUE

This fee was implemented in April 1999 at \$550.00/LUE, was revised to \$769.91 in 2008, and was revised to the current amount in November of 2013. The CIP consists of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000 ). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last reporting period are \$0.00 for total amount of \$64,740.88 (per Acct #240-0000-287.51-13). The remaining amount eligible for collection is about **\$279,884.43**. The

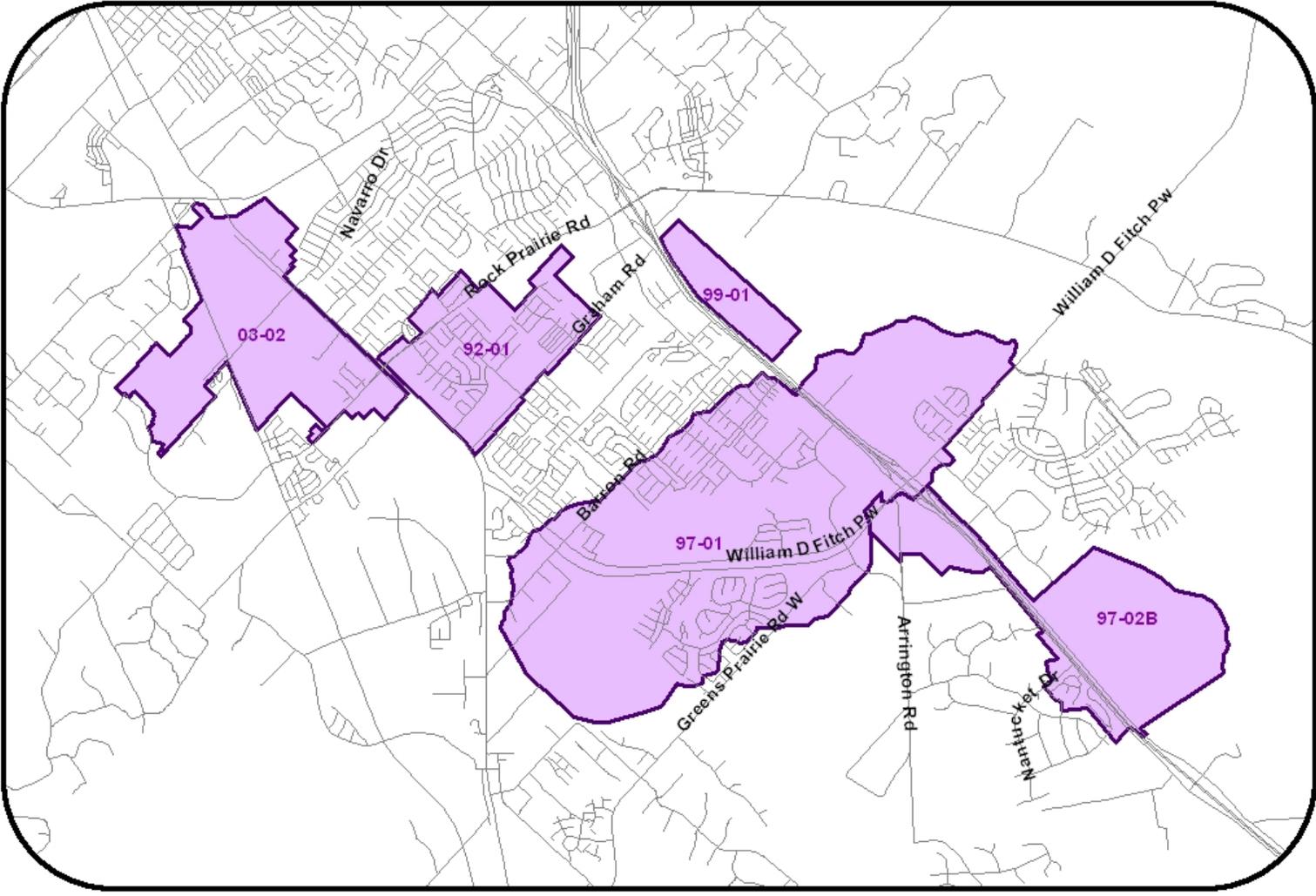
total amount to be recovered through impact fees is anticipated at **99%** of original construction cost.

03-02 Sanitary Sewer ( Steeplechase ) ( 715 ac. ) \$144.87/LUE

This fee was initially implemented in June 2003 at \$300.00/LUE, was revised to \$357.74 in 2009, and was revised to the current amount in November of 2013. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last reporting period are **\$27,928.60** for total amount of **\$165,511.04** (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about **\$907,958.21**. The total amount to be recovered through impact fees is anticipated at **94%** of original construction cost.

<b>Impact Fee Area</b>	<b>Effective Buildout LUE</b>	<b>Current Impact Fee Rate</b>	<b>Remaining Capital Investment to Recoup</b>
92-01 Graham	<b>1710</b>	<b>\$ 339.63</b>	<b>\$ 43,000</b>
97-01 Spring Creek	<b>8565</b>	<b>\$ 144.01</b>	<b>\$818,000</b>
97-02B Alum	<b>2656</b>	<b>\$ 44.71</b>	<b>\$102,000</b>
99-01 Harley	<b>396</b>	<b>\$ 996.03</b>	<b>\$280,000</b>
03-02 Steeplechase	<b>7051</b>	<b>\$ 144.87</b>	<b>\$908,000</b>
		<b>Total</b>	<b>\$2,151,000</b>

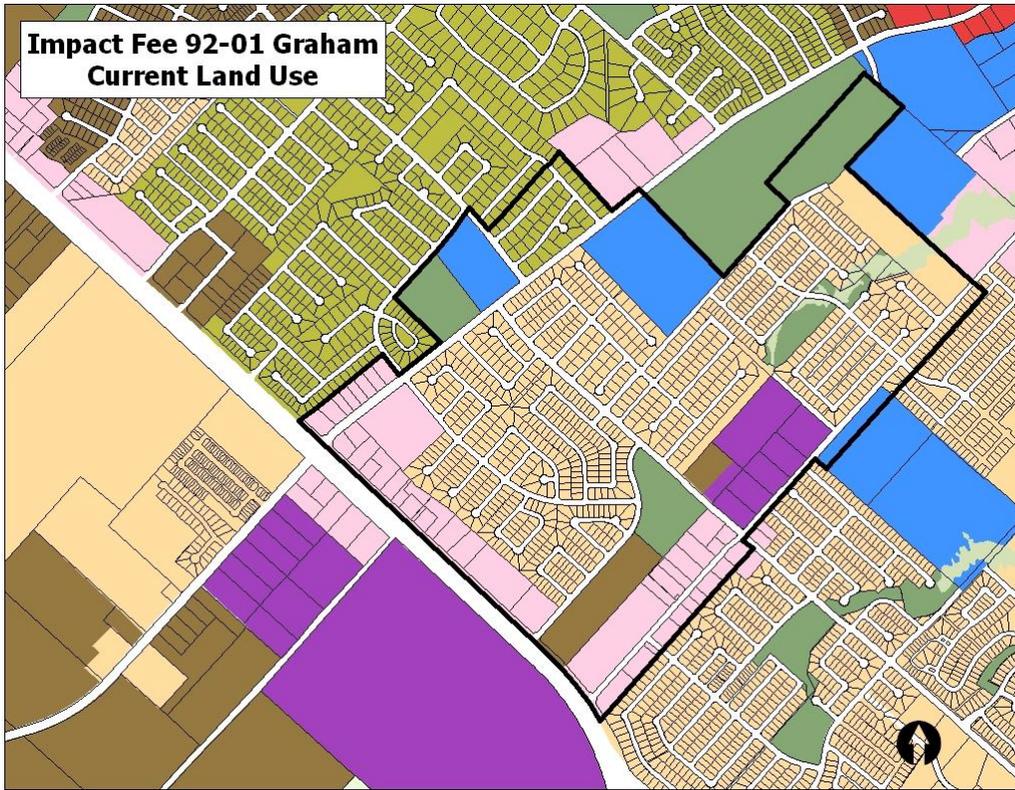
Attachments:    Impact Fee Service Areas Map  
                           Current Land Use Map per Impact Fee Area



1 inch equals 4,000 feet



**Impact Fee Areas - January 2013**

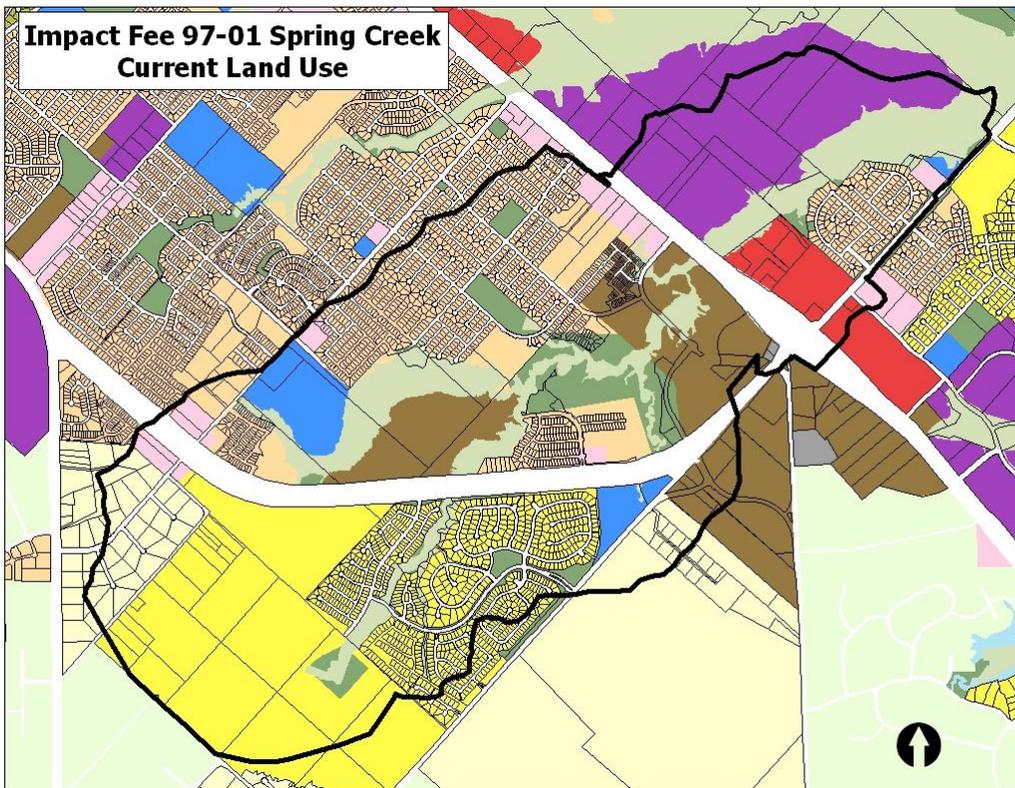


**Legend**

**Land Use Plan**

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

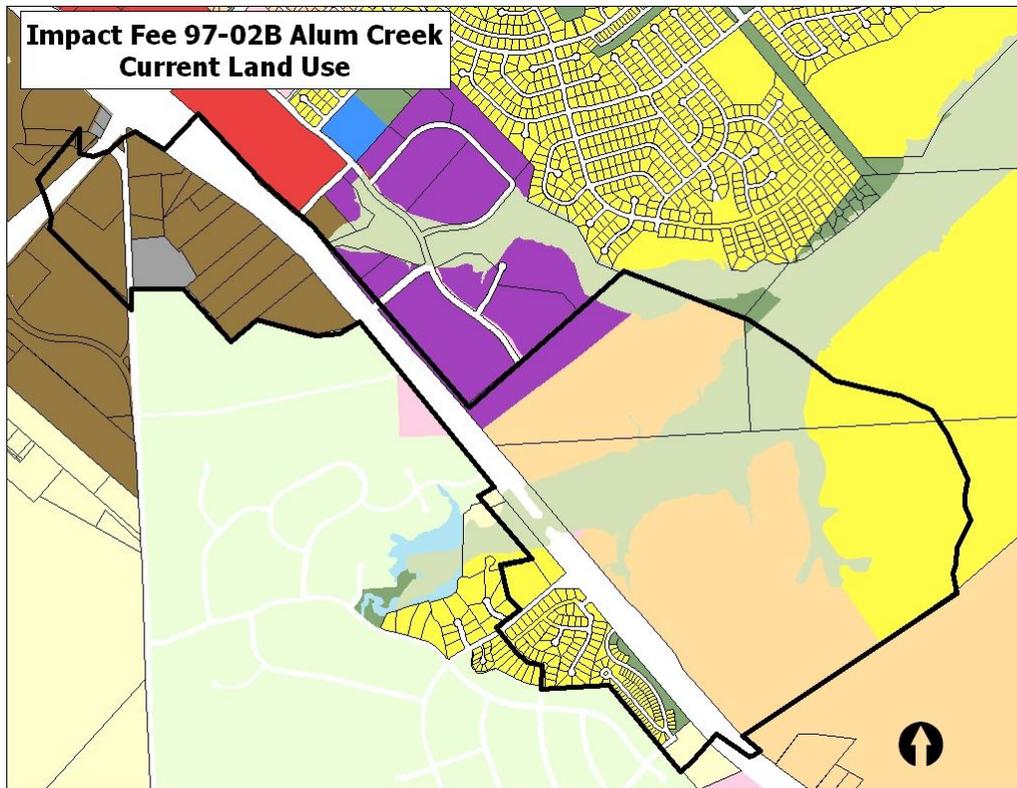


**Legend**

**Land Use Plan**

FLU-2

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

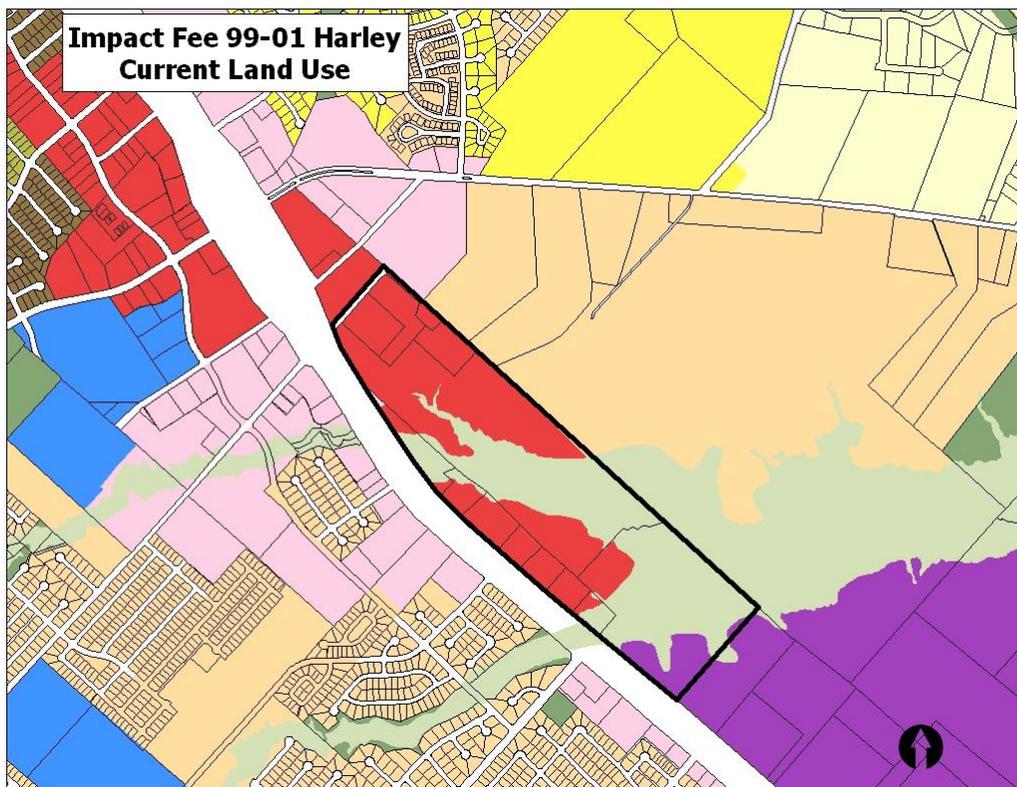


**Legend**

**Land Use Plan**

**FLU-2**

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



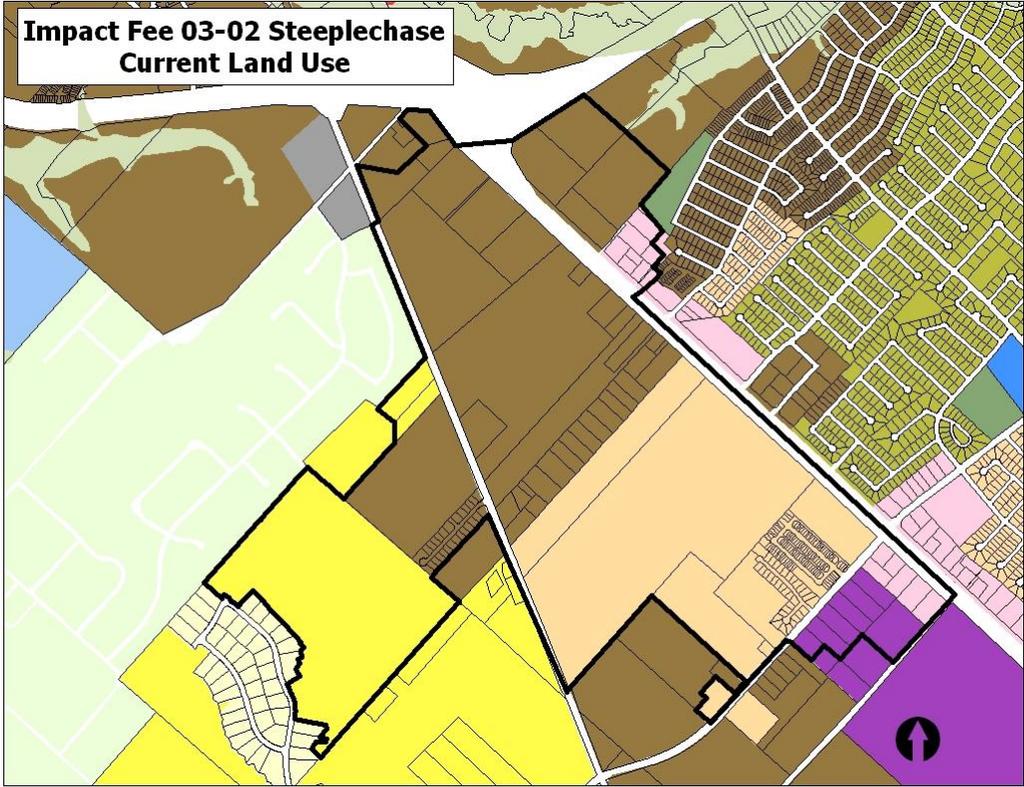
**Legend**

**Land Use Plan**

**FLU-2**

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water

**Impact Fee 03-02 Steeplechase  
Current Land Use**



**Legend**

**Land Use Plan**

**FLU-2**

- 111 - Neighborhood Conservation
- 910 - 100 - Rural
- 130 - Estate
- 109 - Restricted Suburban
- 110 - General Suburban
- 120 - 250 - Urban
- 275 - Urban Mixed Use
- 210 - General Commercial
- 200 - Suburban Commercial
- 310 - Business Park
- 410 - Institutional/Public
- 450 - Texas A&M University
- 710 - 720 - Natural Areas - Protected
- 800 - Natural Areas - Reserved
- 850 - Utilities
- 456 - Redevelopment Areas
- 999 - Water



## Legislation Details (With Text)

**File #:** 14-610      **Version:** 1      **Name:** Blanket PO Increase for PD Uniforms  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 8/4/2014      **In control:** City Council Regular  
**On agenda:** 8/25/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding approval of a \$19,000 funding increase to Miller Uniforms for the purchase of police uniforms, for a new amount not to exceed \$67,000.  
**Sponsors:** Brandy Norris  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a \$19,000 funding increase to Miller Uniforms for the purchase of police uniforms, for a new amount not to exceed \$67,000.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure
- Sustainable City

**Recommendation(s):** Staff recommends approval

**Summary:** The College of Station Police Department currently utilizes Miller Uniforms for the purchase of new police uniforms. In December 2013, the City issued a blanket purchase order (#140378) to Miller Uniforms with a not to exceed amount of \$45,000. This amount was expected to last the department through November 2014. However, the purchase order has already been increased once to \$48,000 and the department is needing to order additional uniforms. The department is requesting an additional \$19,000, which will increase the purchase order to \$67,000. These funds will be utilized through the end of fiscal year 2014, at which time a new funding request will be presented to Council on the City's Annual Exemption list.

Miller Uniforms is a member of the Purchasing Cooperative, BuyBoard. The City's membership with BuyBoard allows us to contract with Miller Uniforms without going through the formal bid process because they have already been competitively bid by the cooperative.

**Budget & Financial Summary:** Funds are available in the Police Department's budget account number 001-4145-552.25-10.

**Attachments:** None





Legislation Details (With Text)

<b>File #:</b>	14-614	<b>Version:</b>	1	<b>Name:</b>	Bank Contract Assignment and Renewal
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/8/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action and discussion on the assignment of the bank depository contract between the City, Citibank N.A. and Branch Banking and Trust ("BB&T"), and the Agreement to extend the depository contract between City and BB&T.				
<b>Sponsors:</b>	Jeff Kersten				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Assignment of depository contract.pdf</a> <a href="#">BB&amp;T Ltr of Intent.pdf</a> <a href="#">Renewal #2 10-247M BB&amp;T.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on the assignment of the bank depository contract between the City, Citibank N.A. and Branch Banking and Trust ("BB&T"), and the Agreement to extend the depository contract between City and BB&T.

**Relationship to Strategic Goals:** Goal I - Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of the assignment of the bank depository contract between the City, Citibank N.A. and BB&T, the approval of the agreement to extend the depository contract 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 took place on June 13, 2014. On that date, the City's funds were transferred to BB&T and collateralized under the new pledge agreement that Council approved on May 22, 2014. Due to banking regulations, Citibank and BB&T could not sign the assignment of contract and the renewal until after the acquisition. 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 renewal contract is effective October 1, 2014 through September 30, 2015. Staff will be issuing an RFA in the spring of 2015.

**Budget & Financial Summary:** The annual cost for the services provided by BB&T is not expected to exceed \$40,000 annually. The expenditure for banking services is budgeted in the General Fund and the Utility Customer Service Fund.

**Legal Review:**

**Attachments:**

1. Assignment of the City of College Station's Bank Depository Contract
2. Agreement to Extend the Bank Depository Contract
3. BB&T's Letter of Intent

**ASSIGNMENT OF THE CITY OF COLLEGE STATION'S  
BANK DEPOSITORY CONTRACT**

This Assignment of the City of College Station's Bank Depository Contract is entered into by and between Citibank, N.A. and Branch Banking & Trust Company.

**WHEREAS**, the City of College Station, Texas entered into a depository contract with Citibank N.A. dated September 1, 2010, contract number 10-274m ("Original Contract") for bank depository services; and

**WHEREAS**, the Original Contract was approved by the City Council on August 26, 2010 in the amount of \$170,000.00 for a three year term; and

**WHEREAS**, the Original Contract was amended and renewed on June 20, 2013; and

**WHEREAS**, the Original Contract amendment and renewal were approved by City Council on June 13, 2013 for the term of October 1, 2013 through September 30, 2014 with a possible additional one year term; and

**WHEREAS**, Citibank, N.A. desires to assign its rights and obligations in the Original Contract as amended and renewed to Branch Banking & Trust Company, a North Carolina banking corporation;

**NOW THEREFORE**, for and in consideration of the recitation above and the covenant expressed herein below, the parties agree as follows:

1. Citibank N.A. ("Assignor") hereby assigns and otherwise transfers ("assigns") to Branch Banking & Trust Company ("Assignee") all rights and obligations held by Assignor in and to the Original Contract as amended and renewed.

Assignor warrants and represents that said contract is in full force and effect and is fully assignable. Assignor further warrants that it has the full right and authority to transfer said contract and that contract rights herein transferred are free of lien, encumbrance or adverse claim. Said contract has not been modified other than as stated above and remains on the terms contained therein.

Assignee hereby assumes and agrees to perform all remaining and obligations of Assignor under the contract and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee. Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

This Assignment shall become effective as of the date last executed and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

2. All other terms and conditions of the Original Contract as amended shall remain unchanged and in full force and effect.

ASSIGNOR:

CITIBANK, N.A.

By: [Signature]

Printed Name: RAY KIMMELMAN

Title: VICE PRESIDENT & ASSISTANT SC

Date: 7/28/2014

CONSENT:

CITY OF COLLEGE STATION

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

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

ATTEST:

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

ASSIGNEE:

BRANCH BANKING & TRUST COMPANY

By: [Signature]

Printed Name: CHRIS BRADLEY

Title: SENIOR VICE PRESIDENT

Date: 7/9/14

APPROVED:

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

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

\_\_\_\_\_  
Asst. City Manager/ CFO  
Date: \_\_\_\_\_

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](mailto: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
<b>Deposit Services:</b>	
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
<b>CitiBusiness On-line:</b>	
Electronic Balance Inquiry-Citibusiness Intra day \$35 master \$10 add'l acct.	55.00
ACH Maintenance On-line Module	10.00
<b>Cash Management</b>	
ZBA Parent/Child	10.00
<b>Account Reconciliation</b>	
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
<b>ACH File Origination</b>	
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
<b>Wire Transfers</b>	
Outgoing	8.50
Incoming	5.00
<b>Remote Check Deposit</b>	
Maintenance (No longer using)	60.00
<b>Automated Clearing House (ACH)</b>	
<b>Debit Filter/Blocks</b>	
ACH Credits Received	0.10
ACH Debits Received	0.10
ACH Debit Filter	5.00
<b>MISC Services</b>	
Coin Bag	NC
Deposit bags	NC
Electronic Payment Authorization System (3 Accounts)	NC
<b>Non-Monthly Charge Rates:</b>	
3-Part Deposit Slips	No Charge
Pyroll Debit Card System	Not available
Travelers Checks	No Charge
Cashiers Checks	No Charge
Electronic Balance Inquiry <b>Citibusiness Online Basic</b>	No Charge
Intrabank Transfer Online	No Charge
Manually	2.00
Positive Pay System <b>Citibusiness Online Basic</b>	No Charge
Void after 90 days on Checks	No Charge
Bank program providing capability for electronic transmission via modem. <b>Citibusiness Online Basic</b>	No Charge
Ability to transmit via modem directly to bank and have debits and credits done automatically not manually. <b>Citibusiness Online Basic</b>	No Charge

**AGREEMENT TO EXTEND THE DEPOSITORY  
CONTRACT BETWEEN THE CITY OF COLLEGE STATION, TEXAS  
AND BRANCH BANKING & TRUST.**

**WHEREAS**, the City of College Station, Texas assigned the Depository Contract (the "Contract") with Citibank, N.A., to Branch Banking & Trust on August 25, 2014; and

**WHEREAS**, the term of the Contract expires on September 30, 2014; and

**WHEREAS**, the terms of the Contract permit the parties to extend, by written agreement, the Contract up to two (2) additional terms with each term not to exceed one (1) year; and

**WHEREAS**, the Contract provides that the original terms and conditions will apply to any extension; and

**WHEREAS**, the City of College Station, Texas and Branch Banking & Trust., desire to extend the Contract for one (1) additional term to expire on September 30, 2015;

**NOW THEREFORE**, for and in consideration of the recitations above and the covenants expressed herein below, the parties agree to the following:

- A. Branch Banking & Trust, Depository, located at 2717 Texas Avenue South, College Station, Texas 77840, Brazos County, State of Texas, and the City of College Station agree to extend the Contract for an additional one (1) year term from October 1, 2014 to September 30, 2015 (the "one (1) year extension").
- B. The parties agree that the original terms and conditions of the Contract will apply to the one (1) year extension.
- C. The parties agree that the rate(s) set under the original Contract will apply to the one (1) year extension.

**EXECUTED** this the 25th day of August 2014.

**BRANCH BANKING & TRUST**

By:   
Printed Name: Deborah C. Hance  
Title: Senior Vice President  
Date: August 6, 2014

**CITY OF COLLEGE STATION**

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

**ATTEST:**

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

**APPROVED:**

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City Manager

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

---

City Attorney

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

---

Assistant City Manager/CFO

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



Legislation Details (With Text)

<b>File #:</b>	14-615	<b>Version:</b>	1	<b>Name:</b>	Purchase of Energy Monitoring Equipment
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/8/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding purchase of equipment to monitor and analyze electrical usage in water production and wastewater treatment, with a total cost of \$91,670.				
<b>Sponsors:</b>	David Coleman				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Equipment List.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding purchase of equipment to monitor and analyze electrical usage in water production and wastewater treatment, with a total cost of \$91,670.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval of this purchase

Summary: In the FY-14 budget process, City Council approved a Service Level Adjustment in the amount of \$135,212 for the Water Services Department to install power monitoring devices to optimize electric costs for various Water Services Department facilities. After consultation with the Information Technology Department staff and careful analysis, staff has concluded this goal can be achieved at total cost of \$91,670. This is a combination of a \$68,670 purchase order with Rockwell for software and metering equipment, plus \$23,000 for servers and hardware purchased through IT. All of the items to be purchased are available on pre-competed "buy boards."

Details are shown on the attached Equipment List, but the Rockwell items to be purchased include software to track and record the meter data, software to analyze the data and produce reports, 6 sub-meters for the motor control center at the Carters Creek Wastewater Treatment Plant, and 8 sub-meters for the water wells and transfer pumps at the Sandy Point Pump Station. This equipment represents over \$1 million per year in energy costs, and the potential long term savings are significant. The equipment will be installed by City staff, and will use the existing SCADA (supervisory control and data acquisition) system to transmit data.

This equipment will allow staff to determine the electrical efficiency of major water production and wastewater treatment components, to achieve maximum energy cost savings. Staff recommends approval of the purchases.

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

Reviewed and Approved by Legal: Not required.

Attachment: Equipment List

## Equipment List

Item	Product	Qty	Typical Delivery	Net (Ea)	Ext Net
<b>Rockwell Software Group Selection</b>					
1	<b>9307-FTEMMDBPENE</b> <i>FactoryTalk EnergyMetrix Manager, 10 meter limit, unlimit. Client SQL license</i>	1		\$10,050.00	\$10,050.00
2	<b>9307-FTEMOPC</b> <i>FactoryTalk EnergyMetrix OPC license, OPC meters unlimited.</i>	1		\$8,000.00	\$8,000.00
3	<b>9307-FTEMRT</b> <i>FactoryTalk EnergyMetrix Real Time</i>	1		\$2,500.00	\$2,500.00
4	<b>9307-FTEMRPT</b> <i>FactoryTalk EnergyMetrix Reports Plus</i>	1		\$3,500.00	\$3,500.00
5	<b>9307-FTEM50</b> <i>FactoryTalk EnergyMetrix 50 meter bundle</i>	1		\$6,500.00	\$6,500.00
					<b>Subtotal</b> Sell: \$30,550.00
<b>Power Meters Carters Creek</b>					
6	<b>1426-M5E</b> <i>Bulletin 1426 Base Power Quality Meter</i>	6	Preferred Availability	\$2,140.00	\$12,840.00
6.1	<b>1426-DM</b> <i>Door mounted display for up to 3 PowerMonitor 5000</i>	3	Preferred Availability	\$816.00	\$2,448.00
					<b>Subtotal</b> Sell: \$15,288.00
<b>Power Meters Well Field</b>					
7	<b>1426-M5E</b> <i>Bulletin 1426 Base Power Quality Meter</i>	8	Preferred Availability	\$2,140.00	\$17,120.00
7.1	<b>1426-DM</b> <i>Door mounted display for up to 3 PowerMonitor 5000</i>	7	Preferred Availability	\$816.00	\$5,712.00
					<b>Subtotal</b> Sell: \$22,832.00
					<b>Grand Total</b> Net: \$68,670.00



## Legislation Details (With Text)

<b>File #:</b>	14-616	<b>Version:</b>	1	<b>Name:</b>	Northgate District Janitorial Services
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/8/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding the second renewal of Service Contract 12-302 for annual janitorial services for the Northgate District and the Chimney Hill Center with Shelby Building Maintenance and Janitorial, Inc dba Professional Floor Service & Janitorial in an amount not to exceed \$59,627.				
<b>Sponsors:</b>	Debbie Eller				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract 12-302 R2 Signed.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the second renewal of Service Contract 12-302 for annual janitorial services for the Northgate District and the Chimney Hill Center with Shelby Building Maintenance and Janitorial, Inc dba Professional Floor Service & Janitorial in an amount not to exceed \$59,627.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This is the second renewal of Contract 12-302 with Shelby Building Maintenance and Janitorial, Inc. to provide routine cleaning and janitorial services for the Northgate District and the Chimney Hill Center. The renewal term begins on September 1, 2014 and ends on August 31, 2014. A change order is anticipated to remove the janitorial services provided at Chimney Hill upon sale of the property.

Budget & Financial Summary: Funds are budgeted and available in the Northgate District budget and Public Works/Facilities Maintenance Budget.

Attachments:

1. Renewal #2 - Contract 12-302

.....  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Contract 12-302 for Annual Janitorial Maintenance Services at Northgate and Chimney Hill and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Fifty Nine Thousand Six Hundred Twenty Seven and 00/100 Dollars (\$59,627.00).

I understand this renewal term will be for the period beginning September 1, 2014 through August 31, 2015. This is the second of two possible renewals.

**Shelby Building Maintenance &  
Janitorial Inc. d/b/a Professional  
Floor Service & Janitorial LLC**

**City of College Station**

By: Steve Taul  
Printed Name: Steve Taul  
Title: CFO  
Date: 8-4-14

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

APPROVED:

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

\_\_\_\_\_  
Asst. City Manager/ CFO  
Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/08/2014

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).

<b>PRODUCER</b> Jeff Hamilton Agency/ State Farm Insurance 4058 State Highway 6 South, Ste. 100 College Station, Tx 77845 	<b>CONTACT NAME:</b> Careen Hammock-Rogers <b>PHONE (A/C No. Ext):</b> 979-690-8384 <b>E-MAIL ADDRESS:</b> careen.hammock.qnuc@statefarm.com	<b>FAX (A/C, No):</b> 979-690-0999	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Shelby Building Maintenance DBA: Professional Floor Service & Janitorial PO BOX 4530 Bryan, Tx 77805	<b>INSURER A :</b> State Farm Mutual Automobile Insurance Company		<b>25178</b>
	<b>INSURER B :</b> State Farm Fire and Casualty Company		<b>25143</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Completed <input checked="" type="checkbox"/> Personal & Advertising GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	90-CE-L652-9	05/10/2014	05/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	198-1773-E15-53	05/10/2014	05/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Waiver of Subrogation in favor of City of College Station. City of College Station is listed as Additional Insured. It is agreed that it is the intention of the Company to provide 30 days written notice prior to the cancellation of the policy designated in this certificate. However, the Company assumes to liability for failure to do so.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of College Station</b> <b>PO BOX 9960</b> <b>College Station, Tx 77842</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

Digitally signed by QNUC  
 DN: dc=ORG, dc=STATEFARM, dc=AGCY, ou=TEXS, ou=Users, cn=QNUC  
 Date: 2013.04.29 12:00:58 -0500

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/08/2014

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 Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME: Bert Miller	FAX (A/C, No): (936) 825-6790	
	PHONE (A/C, No, Ext): (936) 825-6789	E-MAIL ADDRESS: bertmiller@embarqmail.com	
INSURED Shelby Building Maint / Professional Floor Service P. O. Box 4530 Bryan TX 77805-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: CNA Surety/Western Surety		
	INSURER B: Rochdale Insurance Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Fa occurrence) \$
	CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	POLICY	PRO-JECT	LOC				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Fa accident) \$
	ANY AUTO		SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS		NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWC3311802	12/21/2013	12/21/2014	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Services Bond			68822453	03/16/2014	03/16/2015	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Waiver of Subrogation is added in favor of the certificate holder on the workers compensation.

AI 002554

**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

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## Legislation Details (With Text)

<b>File #:</b>	14-617	<b>Version:</b>	1	<b>Name:</b>	Annual Agreement Janitorial Maintenance Services - Second Renewal
<b>Type:</b>	Renewal	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/10/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action, and discussion of the second renewal of Service Contract 12-278 between the City of College Station and Shelby Building Maintenance & Janitorial, Inc. d/b/a Professional Floor Service & Janitorial LLC in the amount of \$145,444.00 for the purpose of Annual Janitorial Maintenance Service of City buildings.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract 12-278 Signed Janitorial Services Renewal.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of the second renewal of Service Contract 12-278 between the City of College Station and Shelby Building Maintenance & Janitorial, Inc. d/b/a Professional Floor Service & Janitorial LLC in the amount of \$145,444.00 for the purpose of Annual Janitorial Maintenance Service of City buildings.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The contract is an annual agreement for one (1) year with four (4) additional one year renewals upon mutual consent of the City and the vendor. This action is for the second annual renewal. In 2012, six (6) sealed RFP bids were received and opened at the Purchasing Department (Bid 12-077) with Shelby Building Maintenance & Janitorial, Inc. d/b/a Professional Floor Service & Janitorial LLC being best qualified and the lowest responsible bidder.

This contract is for routine, daily cleaning of all City offices, restrooms, jail and meeting rooms. The contract further calls for periodic window washing, floor stripping/waxing and heavy carpet cleaning. Locations covered under this contract include:

City Hall	Community Development	Central Park Office
Utility Customer Service	Municipal Court Bldg	Public Works
Police Department	Lincoln Center	Dowling Pump Station

Library  
Carter Creek Waste Water  
Carter Creek WW Lab

Exit Teen Center  
Arts Council  
Lick Creek WW Office Bldg

College Station Utilities  
CSU Meeting Facility

Budget & Financial Summary: Funds are budgeted and available in the Public Works Facilities Maintenance Budget.

Attachments:

1. Renewal #2 - Contract 12-278

.....  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Contract 12-278 for Annual Janitorial Maintenance Services and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Forty Five Thousand Four Hundred Forty Four and 00/100 Dollars (\$145,444.00).

I understand this renewal term will be for the period beginning October 1, 2014 through September 30, 2015. This is the second of four possible renewals.

**Shelby Building Maintenance &  
Janitorial Inc. d/b/a Professional  
Floor Service & Janitorial LLC**

**City of College Station**

By: Steven Taylor  
Printed Name: Steven Taylor  
Title: CEO  
Date: 8-4-14

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

APPROVED:

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

\_\_\_\_\_  
Asst. City Manager/ CFO  
Date: \_\_\_\_\_



Legislation Details (With Text)

<b>File #:</b>	14-619	<b>Version:</b>	1	<b>Name:</b>	Cayenta Software License Agreement
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	8/11/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on approving three contracts between the City of College Station and N. Harris Computer Corporation: a “Cayenta Software License Agreement”, (\$191,040.00) for the software licenses, a “Cayenta Software Implementation Services Agreement”, (\$645,696.00), and a “Cayenta Support and Maintenance Agreement”, (1st Yr Maint. - \$47,760.00) for the software licenses, support and implementation services, and software maintenance and support services for Cayenta Software Products; and approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the N. Harris Computer Corporation contracts.				
<b>Sponsors:</b>	Ben Roper				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Cayenta Resol.pdf</a> <a href="#">Harrus executed signature pages - August 11 2014.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving three contracts between the City of College Station and N. Harris Computer Corporation: a “*Cayenta Software License Agreement*”, (\$191,040.00) for the software licenses, a “*Cayenta Software Implementation Services Agreement*”, (\$645,696.00), and a “*Cayenta Support and Maintenance Agreement*”, (1<sup>st</sup> Yr Maint. - \$47,760.00) for the software licenses, support and implementation services, and software maintenance and support services for Cayenta Software Products; and approving a resolution authorizing the City Manager to approve contract documents and expenditures related to the N. Harris Computer Corporation contracts.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:

These contracts are the final set of three separate vendor contracts that will replace the current Enterprise Resource Planning (ERP) system software. These contracts will cover work management system software that will serve Water Wastewater, Electric and Public Works departments in the areas of job costing, fixed assets, work orders, facilities, fleet, mobile work management and preventative maintenance.

Previous briefings to Council on this Project include:

- December 13, 2012 - Plan to Assess the Current ERP System, Consultant, Phase I & II (Gap Analysis, Action Plan)
- March 28, 2013 - ERP Consultant Report and Request to Proceed
- April 25, 2013 - Consultant Phase III - V (RFP, Vendor Evaluation, Contract Negotiations)
- July 11, 2013 - Project Update and Budget Forecast

**Budget & Financial Summary:**

Budget is included for this project in the Facilities and Technology Capital Projects Fund as part of the ERP

Replacement Project, CO 1204. Annual maintenance after the first year maintenance support will be budgeted and funded in the IT Department Operational Budget. 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. A

“Resolution

Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt” that will cover this contract

was included as part of the Council agenda item related to the Tyler Technologies, Inc contract that was

presented to Council on April 10, 2014. The resolution is necessary for this item because

the long term debt has not yet been issued. This debt is scheduled to be issued later this fiscal year and in

future fiscal years.

**Attachments:**

1. *Cayenta Software License Agreement*
2. *Cayenta Software Implementation Services Agreement*
3. *Cayenta Support and Maintenance Agreement*  
(Exhibits on file with City Secretary)
4. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE ALL CONTRACT DOCUMENTS AND APPROVE ALL EXPENDITURES FOR THE CAYENTA SOFTWARE LICENSE, CAYENTA SOFTWARE IMPLEMENTATION AND CAYENTA SUPPORT AND MAINTENANCE AGREEMENT (AGREEMENTS) FOR CAYENTA SOFTWARE PRODUCTS BETWEEN THE CITY AND N. HARRIS COMPUTER CORPORATION.**

**WHEREAS**, on June 28, 2013, the City of College Station issued a Request for Proposals, for the purpose of acquiring Software and Implementation Services for the Enterprise Resource Planning System (“System”) and N. Harris Computer Corporation responded to the City’s Request for Proposals with its Proposal dated August 7, 2013; and

**WHEREAS**, on April 17, 2014, the City of College Station requested from N. Harris Computer Corporation a Best and Final Offer, and N. Harris Computer Corporation responded to City’s Request for Best and Final Offer on April 24, 2014; and

**WHEREAS**, The City of College Station selected N. Harris Computer Corporation, as the responsible offeror whose proposal is the most advantageous to the City, to furnish, deliver, install, and implement the specified System; and

**WHEREAS**, on this date, the City Council of the City of College Station duly approved the Agreements and authorized the expenditure of funds for the same; and

**WHEREAS**, the City Council of the City of College Station desires to make System implementation and contract management more efficient by authorizing the City Manager to execute the Agreements and approve and execute all subsequent contract documents required therewith and to approve subsequent expenditures related to the Agreements; now, therefore,

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

- PART 1:** That the City Council has duly approved the Agreements on this date.
- PART 2:** That the City Council hereby authorizes the City Manager to execute the Agreements and approve and execute all subsequent contract documents required therewith, including, but not limited to, amendments, termination notices, and any and all other communications or documents that may be required by the Agreements, on behalf of the City.
- PART 3:** That the City Council hereby authorizes the City Manager to approve those subsequent expenditures related to the Agreements and all contract documents required therewith, each fiscal year, provided that such expenditures are

appropriated from available funds, approved from the annual budget ordinance, and are consistent with state and local laws.

**PART 4:** That the City Council hereby finds that the above described authorization will make System implementation and contract management more efficient for the City.

**PART 5:** That the City Council hereby finds that granting such authority to the City Manager in no way precludes the Mayor from executing contract documents related to the Agreements on behalf of the City if required by law or as a condition of the Agreements or as otherwise determined by the City Council in its discretion.

**PART 6:** That the City Council further finds that granting such authority to the City Manager shall not otherwise modify or change the City procedures for processing contracts.

**PART 7:** That this resolution shall take effect immediately from and after its passage.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

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

IN WITNESS THEREOF, Harris and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

FOR HARRIS:

ATTEST, SEAL: (if a corporation)  
WITNESS: (if not a corporation)

Cayenta, A division of N. Harris Computer Corporation

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

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

Name: \_\_\_\_\_

Name: Jeff Bender

Title: \_\_\_\_\_

Title: CEO

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

Date: August 11/2014

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

WESTCHESTER FIRE INSURANCE COMPANY  
(Full Name of Surety)

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

436 Walnut Street, Philadelphia, PA 19106

Name: TED MOY

(Address of Surety for Notice)

Title: SENIOR UNDERWRITER

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

Date: August 6/14

Name: Candice Pearson

Title: Attorney-in-fact

Date: August 6/14

FOR THE CITY

REVIEWED:

THE PERFORMANCE BOND IS ACCEPTED ON BEHALF  
OF THE CITY OF COLLEGE STATION, TEXAS:

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

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

K08399864  
PERFORMANCE BOND

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power of authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Alex Samarze, Candjee Pearson, Ted Moy, all of the City of Toronto, Ontario, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 30 day of August 2013.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss.  
On this 30 day of August, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 31 day of August, 2014



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 30, 2015.

**PERFORMANCE BOND FOR SOFTWARE IMPLEMENTATION SERVICES**

**THE STATE OF TEXAS** §

§ **KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF BRAZOS** §

**THAT WE, Cayenta, a division of N. Harris Computer Corporation**, as Principal, hereinafter called "Harris" and the other subscriber hereto **Westchester Fire Insurance Company**, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the **City of College Station**, a municipal corporation, in the sum of **Seven Hundred Sixteen Thousand Two Hundred and Fifty Two ... 00/100 (\$716,252.00)** for the payment of which sum, well and truly to be made to the City of College Station and its successors, Harris and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS**, the Harris has on or about this day executed a Software Implementation Services Agreement herein after called "Agreement" in writing with the City of College Station for Software and Implementation Services for an Enterprise Resource Planning System all of such work to be done as set out in full in said Agreement Documents (Agreement means the Contact and all Exhibits) therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE**, if Harris shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement referred to therein and shall comply strictly with each and every provision of the Agreement, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of Harris with the terms of the Agreement, including the making of payments thereunder and, having fully considered it's Principal's competence to perform the Agreement and in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by Harris in the performance of this Agreement and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of Harris in all matters pertaining to the Agreement. The Surety understands and agrees that the provision in the Agreement that the City of College Station shall retain certain amounts due the Harris until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold any amount owing under the Agreement without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement Documents and in the Work to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that Harris and Surety will fully indemnify and save harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Harris under the Agreement. In the event that the City of College Station shall bring any suit or other proceeding at law on the Agreement or this bond or both, Harris and Surety agree to pay to the City the actual amounts of attorney's fees incurred by the City in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with Texas law, as amended.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Agreement Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.



A Division of Harris Computer Systems

Invoice **CT018728**  
 Date **8/11/2014**  
 Page **1 of 1**

Remit To: N. Harris Computer Corporation  
 62133 Collections Center Drive  
 Chicago, IL 60693-0621

**Ship To**

The City Of College Station  
 Attn: It Director  
 P.O.Box 9960  
 310 Krenek Tap Road  
 College Station, TX 77842  
 USA

**Bill to**

The City Of College Station  
 Attn: It Director  
 P.O.Box 9960  
 310 Krenek Tap Road  
 College Station, TX 77842  
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	COLL		LOCAL DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	CCC - CUST DEP (PS)	Performance Bond fee, as per FCA Insurance Brokers invoice #313963	US\$10,744.00	US\$10,744.00
Invoice Questions? Please call Maria El Rami at 613-226-5511 ext 2242 OR e-mail melrami@harriscomputer.com			Subtotal	US\$10,744.00
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$10,744.00

**N. Harris Computer Corporation  
1 Antares Drive, Suite 400  
Ottawa, ON K2E 8C4**

ACCOUNT NO. CONS-16	OP SA	DATE 07/31/2014
<b>SURETY BONDS</b>		
POLICY # K08399864		
COMPANY: ACE INA INSURANCE U.S.		
PRODUCER: WARREN GRIFFITHS		
EFFECTIVE 07/31/2014	EXPIRATION 07/31/2015	

Eff. Date	Trm	Type	Policy#	Description	Amount
07/31/2014	NEW	CBND	K08399864	City of College Station	\$10,744.00
<b>TOTAL</b>					<b>\$10,744.00</b>

**N. HARRIS COMPUTER CORPORATION**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Name: Jeff Bender  
Title: CEO

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

By: \_\_\_\_\_  
CITY Manager

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

**APPROVED:**

\_\_\_\_\_  
CITY Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant CITY Manager/CFO  
Date: \_\_\_\_\_

**N. HARRIS COMPUTER CORPORATION**

**CITY OF COLLEGE STATION**

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

Name: Jeff Bender

Title: CEO

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

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

CITY Manager

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

**APPROVED:**

\_\_\_\_\_  
CITY Attorney

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

\_\_\_\_\_  
Assistant CITY Manager/CFO

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

Reform and Control Act (IRCA). HARRIS may not knowingly obtain the labor or services of an undocumented worker. HARRIS, not the CITY, must verify eligibility for employment as required by IRCA. Notwithstanding the foregoing, HARRIS may verify eligibility under E-Verify.

**9.14 Third-Party Vendor Cooperation.** For purposes of systems integration and only in relation to the interfaces developed by or on behalf of HARRIS under the Cayenta Software Implementation Services Agreement, HARRIS will use reasonable efforts to work cooperatively and in good faith with third-party vendors whose services CITY uses and whose products either send or receive information from the HARRIS Software through the Interfaces to be developed and provided by HARRIS or any third parties.

**9.15 Amendment.** This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

**9.16 Effective Date.** This Agreement will be effective when signed by the last party whose signing makes the Agreement fully executed.

**N. HARRIS COMPUTER CORPORATION**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Name: Jeff Bender  
Title: CEO

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

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

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

**APPROVED:**

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

\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

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**CITY OF COLLEGE STATION**

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

Name: Jeff Bender

Title: CEO

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

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

City Manager

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

**APPROVED:**

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

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

\_\_\_\_\_  
Assistant City Manager/CFO

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

**N. HARRIS COMPUTER CORPORATION**

**CITY OF COLLEGE STATION**

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

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

City Manager

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

**APPROVED:**

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

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

\_\_\_\_\_  
Assistant City Manager/CFO

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

**N. HARRIS COMPUTER CORPORATION**

**CITY OF COLLEGE STATION**

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

Name: Jeff Bender

Title: CEO

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

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

City Manager

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

**APPROVED:**

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

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

\_\_\_\_\_  
Assistant City Manager/CFO

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



Legislation Details (With Text)

<b>File #:</b>	14-612	<b>Version:</b>	1	<b>Name:</b>	Rock Prairie Road West & Holleman Drive South Comprehensive Plan Amendment
<b>Type:</b>	Comprehensive Plan	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	8/6/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to Suburban Commercial for the property located at 3751 Rock Prairie Road West, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South.				
<b>Sponsors:</b>	Jennifer Prochazka				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Background.pdf</a> <a href="#">Aerial &amp; Small Area Map (SAM).pdf</a> <a href="#">Plan Amendment Map.pdf</a> <a href="#">Ordinance.pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to Suburban Commercial for the property located at 3751 Rock Prairie Road West, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): The Planning and Zoning Commission considered this item at their August 7, 2014 meeting. Their recommendation will be presented at the City Council meeting. Staff recommends approval.

Summary: This request is to amend the Comprehensive Plan - Future Land Use & Character Map from Restricted Suburban to Suburban Commercial.

The Unified Development Ordinance provides the following review criteria for Comprehensive Plan Amendments:

**REVIEW CRITERIA**

- 1. Changed or changing conditions in the subject area or the City:** The subject property and surrounding area are designated as Restricted Suburban on the Comprehensive Plan Future Land Use and Character Map. The applicant has requested the proposed amendment as a step

toward permitting a convenience store development on approximately 2.2 acres located at the corner of Holleman Drive South (future minor arterial) and Rock Prairie Road West (future major collector).

The subject property is a portion of the Jackson Estates subdivision that platted prior to the development of the Jackson Hole Driving Range in 2011. Driving ranges are permitted uses in the R Rural district and so a Comprehensive Plan amendment and rezoning were not required for that type of commercial development. The subject property is the remaining undeveloped portion of Jackson Hole Estates. With just over 300 feet of frontage along Rock Prairie Road West, Restricted Suburban (medium-density single-family) may not be appropriate on the subject property located between the commercial use (driving range) and a major intersection.

2. **Scope of the request:** The request is to amend the Comprehensive Plan Future Land Use and Character Map designation for approximately 2.2 acres from Restricted Suburban to Suburban Commercial. This amendment will allow for a small commercial development between an existing driving range and the intersection of a future major collector and future minor arterial. The proposed land use is more intense than the surrounding land uses to the north, west, and south, but is less intense than the existing urban development across Holleman Drive South to the east.
3. **Availability of adequate information:** A Suburban Commercial designation allows for future development of low intensity commercial uses. Properties in this area are served by Bryan Texas Utilities (electric) and Wellborn Special Utility District (water). These entities have indicated ability to serve the proposed land use. There is no sewer service in this area, requiring the use of an on-site septic system.

Staff can determine trips generated by the proposed land use to assess impact. In addition, Staff has traffic counts on Holleman Drive from 2010. The current land use designation is Restricted Suburban with no improvements, generating no vehicles per day (VPD). The proposed Suburban Commercial designation may generate approximately 880 VPD. Using 6% growth rate, staff estimates the current traffic on Holleman Drive South to be approximately 5,300 VPD. Holleman Drive South has a capacity of 10,000 VPD in the current configuration. Based on the trips generated by the site, no further traffic impact analysis would be required.

4. **Consistency with the goals and strategies set forth in the Plan:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment.

Relevant Strategies identified in the Plan to achieve this goal include:

- Establish and protect distinct boundaries between various character areas:
  - o The proposed land use and character designation provides a transition from the Urban property to the west to the Restricted Suburban property to the east. Additionally, the subject property, located between a major intersection and a commercially developed property may not be suitable for Restricted Suburban use.
- Provide a diversified economy generating quality, stable, full-time jobs; bolstering the sales and property tax base; and contributing to a high quality of life:
  - o The proposed land use amendment may generate jobs to stimulate the local economy, bolster sales and the tax base.

- 5. Consideration of the Future Land Use & Character and/or Thoroughfare Plans:** The subject property is currently designated as Restricted Suburban on the Comprehensive Plan Future Land Use and Character Map. The proposed amendment is to Suburban Commercial.

Restricted Suburban: intended for areas that should have a moderate level of development activities. These areas will tend to consist of medium-density single-family residential lots (average 8,000 square feet) when clustered around open space, or larger lot sizes when not clustered.

Suburban Commercial: intended for concentrations of commercial activities that cater primarily to nearby residents versus the larger community or region. Generally, these areas tend to be small in size and located adjacent to major roads (arterials and collectors). Design of these structures is compatible in size, roof type and pitch, architecture, and lot coverage with the surrounding single-family residential use.

Holleman Drive South is designated a 4-lane major collector (General Suburban context) and Rock Prairie Road West is designated a 2-lane major collector (Restricted Suburban context) on the City's Thoroughfare Plan. Both roadways are currently built to a 2-lane rural section.

- 6. Compatibility with the surrounding area:** The proposed amendment to Suburban Commercial would allow for future light commercial development at the southwest corner of Holleman Drive South and Rock Prairie Road West. Properties located to the east across Holleman Drive South are designated as Urban on the Future Land Use and Character Map and developed as a manufactured home park in the ETJ. The City does not have zoning or land use control in the ETJ.

Adjacent to the west is the Jackson Hole Driving Range - developed as a permitted use in the R Rural zoning district, leaving just a little over 300 feet along Rock Prairie Road West for future development.

To the north, across Rock Prairie Road West, a Preliminary Plan was recently approved for Mission Ranch, a Restricted Suburban development.

The proposed amendment is compatible as a transitional use on a small remainder of property at a major intersection.

- 7. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** Water service will be provided by the Wellborn Special Utilities District via existing 12-inch water lines located along Rock Prairie Road West and Holleman Drive South. A fire flow analysis meeting the minimum requirements of the BCS Unified Design Guidelines will need to be submitted and approved prior to a final plat being forwarded to the Planning & Zoning Commission. There are currently no existing sanitary sewer mains available to serve this property, so an On-Site Sewage Facility (septic system) will be required to sewer the lot. The septic system must be installed and maintained in accordance with Brazos County Health Department regulations. Drainage is generally to the south within the Hope's Creek Drainage Basin. There is no FEMA regulated floodplain identified on the tract. The development will be required to comply with the City's drainage ordinance.

Staff estimates the current traffic on Holleman Drive South to be approximately 5,300 VPD.

Holleman Drive South has a capacity of 10,000 VPD in its current configuration. Based on the trips generated by the site, no further traffic impact analysis would be required.

8. **Impact on the City's ability to provide, fund, and maintain services:** The proposed land use amendment will not negatively impact the City's ability to provide, fund, and maintain services.
9. **Impact on environmentally sensitive and natural areas:** The subject property is located within the Hope's Creek draining basin. There is no FEMA regulated floodplain identified on the property.
10. **Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The goal for College Station's Future Land Use and Character is to create a community with strong, unique neighborhoods, protected rural areas, special districts, distinct corridors, and a protected and enhanced natural environment. The proposed amendment from Restricted Suburban to Suburban Commercial on acres 2.2 acres neither furthers, nor limits the general goals of the Comprehensive Plan.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Comprehensive Plan Amendment Map
4. Ordinance

**BACKGROUND NOTIFICATIONS**

Advertised Commission Hearing Date: August 7, 2014  
Advertised Council Hearing Dates: August 25, 2014

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

N/A

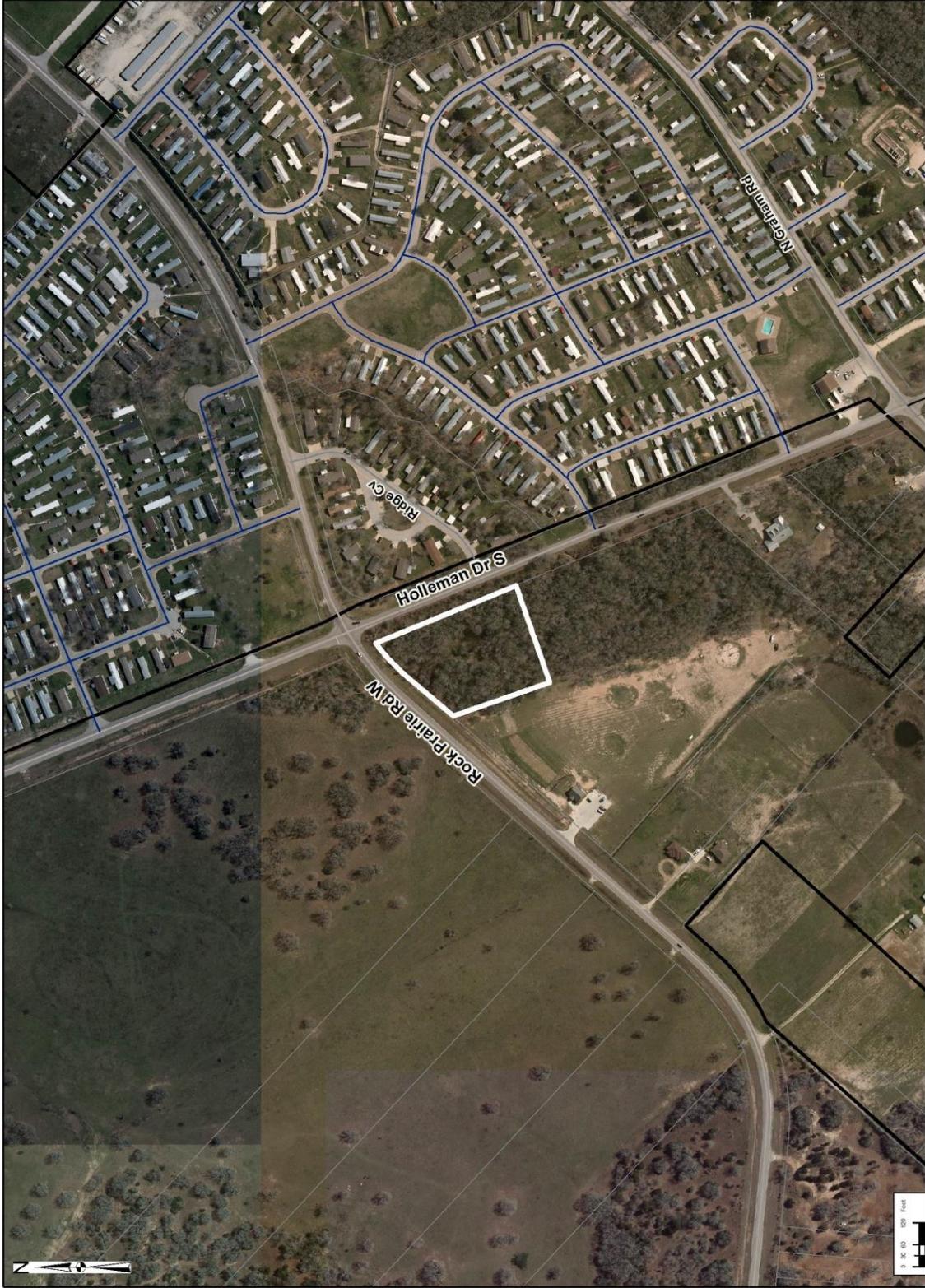
Contacts in support: None as of date of staff report  
Contacts in opposition: None as of date of staff report  
Inquiry contacts: One as of date of staff report

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Restricted Suburban and Urban	RS Restricted Suburban and unzoned property in the ETJ	Vacant and manufactured home park
South	Restricted Suburban	R Rural	Vacant
East	Urban	Unzoned property in the ETJ	Manufactured home park
West	Restricted Suburban	R Rural	Driving Range

**DEVELOPMENT HISTORY**

**Annexation:** 2008  
**Zoning:** A-O Agricultural Open upon annexation (2008)  
District renamed to R Rural (2013)  
**Final Plat:** Part of Lot 1, Block One, Jackson Estates (2010)  
**Site development:** Undeveloped



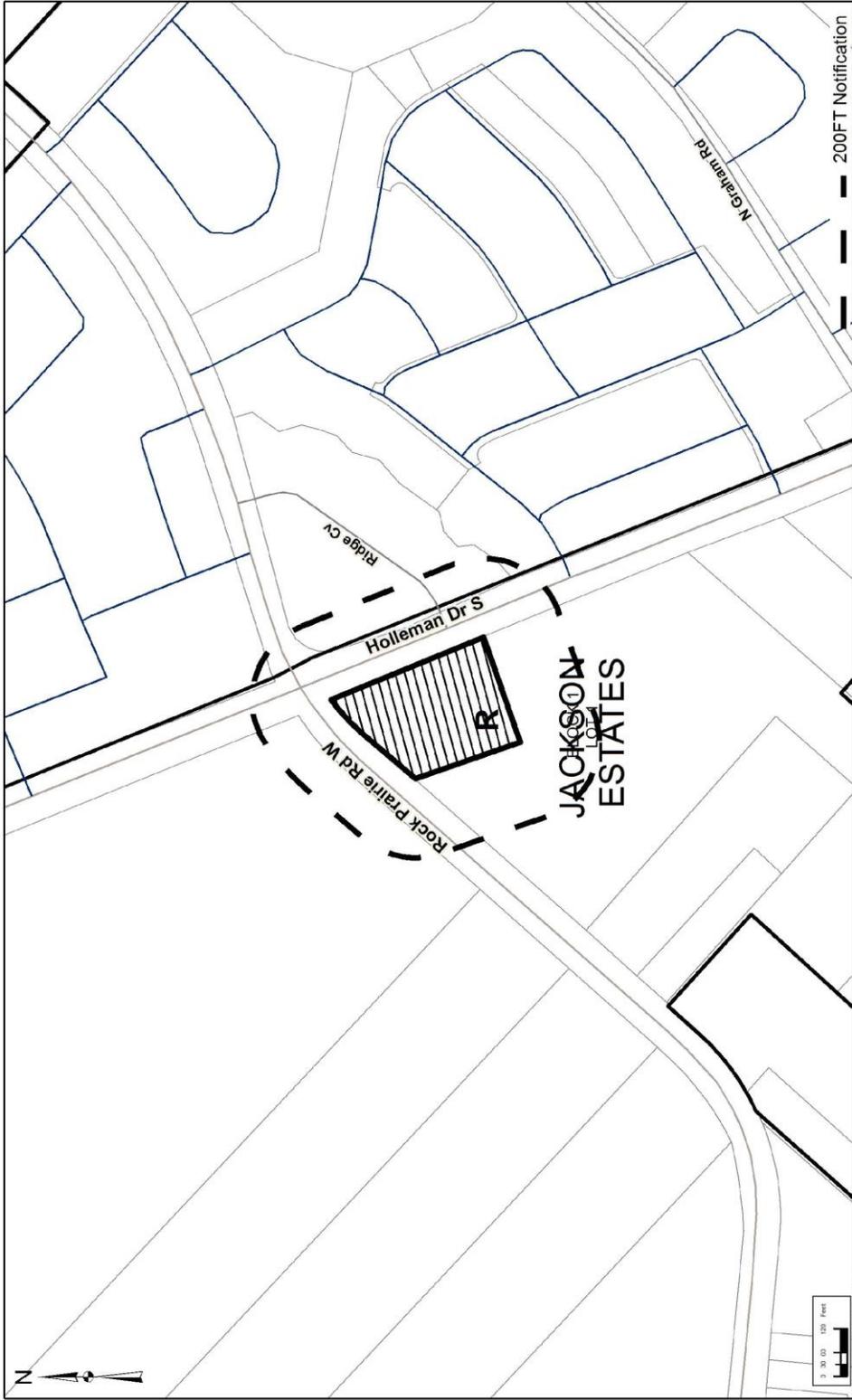
Case: 14-154

HOLLEMAN & ROCK PRAIRIE RD

DEVELOPMENT REVIEW



COMP PLAN AMENDMENT



**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 Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C - 3	Light Commercial	NG - 1	Core Northgate
GS	General Suburban	O	Office	M - 1	Light Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	SC	Suburban Commercial	M - 2	Heavy Industrial	NG - 3	Residential Northgate
D	Duplex	GC	General Commercial	C - U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay



**DEVELOPMENT REVIEW**

**HOLLEMAN & ROCK PRAIRIE RD**

**COMP PLAN AMENDMENT**

Case: 14-154



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

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE AND CHARACTER MAP, FOR THE PROPERTY LOCATED AT 3751 ROCK PRAIRIE ROAD WEST, GENRALLY LOCATED AT THE SOUTHWEST CORNER OF ROCK PRAIRIE ROAD WEST AND HOLLEMAN DRIVE SOUTH, PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the “Comprehensive Plan of the City of College Station” by amending the “Comprehensive Plan Future Land Use and Character Map”, as set out in Exhibits “A”, section C.2.h, and Exhibits “B”, and “C” attached hereto for the indentified area 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 25<sup>th</sup> day of August, 2014.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:  
  
\_\_\_\_\_

City Attorney

### **EXHIBIT “A”**

#### **A. Comprehensive Plan**

The College Station Comprehensive Plan (Ordinance 3186) is hereby adopted and consists of the following:

1. Existing Conditions;
2. Introduction;
3. Community Character;
4. Neighborhood Integrity;
5. Economic Development;
6. Parks, Greenways & the Arts;
7. Transportation;
8. Municipal Services & Community Facilities;
9. Growth Management and Capacity; and
10. Implementation and Administration.

#### **B. Master Plans**

The following Master Plans are hereby adopted and made a part of the College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. East College Station Transportation Study dated May 2005;
5. Parks, Recreation and Open Space Master Plan dated May 2005;
6. Park Land Dedication Neighborhood Park Zones Map dated January 2009;
7. Park Land Dedication Community Park Zones map dated April 2009;
8. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
9. Central College Station Neighborhood Plan dated June 2010;
10. Water System Master Plan dated August 2010;
11. Wastewater Master Plan dated June 2011;
12. Eastgate Neighborhood Plan dated June 2011;
13. Recreation, Park and Open Space Master Plan dated July 2011;
14. Southside Area Neighborhood Plan dated August 2012;
15. Medical District Master Plan dated October 2012;
16. Wellborn Community Plan dated April 2013;

17. Economic Development Master Plan dated September 2013; and
18. South Knoll Area Neighborhood Plan dated September 2013.

#### C. Miscellaneous Amendments

The following miscellaneous amendments to the College Station Comprehensive Plan are as follows:

##### 1. Text Amendments:

- a. Chapter 2 “Community Character,” “Growth Areas” by amending the text regarding Growth Area IV and Growth Area V – Ordinance 3376, dated October 2011.

##### 2. Future Land Use and Character Map Amendment:

- a. 301 Southwest Parkway – Ordinance 3255, dated July 2010.
- b. Richards Subdivision – Ordinance 3376, dated October 2011.
- c. 1600 University Drive East – Ordinance 3535, dated November 14, 2013.
- d. 2560 Earl Rudder Freeway S. – Ordinance 3541, dated December 12, 2013.
- e. 13913 FM 2154. – Ordinance 3546, dated January 9, 2014.
- f. 2021 Harvey Mitchell Parkway – Ordinance 3549, dated January 23, 2014.
- g. 1201 Norton Lane – Ordinance 3555, dated February 27, 2014.
- h. 3715 Rock Prairie Road West - through this Ordinance, dated August 25, 2014.

##### 3. Concept Map Amendment:

- a. Growth Area IV – Ordinance 3376, dated October 2011.
- b. Growth Area V – Ordinance 3376, dated October 2011.

##### 4. Thoroughfare Map Amendment:

- a. Raintree Drive – Ordinance 3375, dated October 2011.
- b. Birkdale Drive – Ordinance 3375, dated October 2011.
- c. Corsair Circle – Ordinance 3375, dated October 2011.
- d. Deacon Drive – Ordinance 3375, dated October 2011.
- e. Dartmouth Drive – Ordinance 3375, dated October 2011.
- f. Farm to Market 60 – Ordinance 3375, dated October 2011.
- g. Southwest Parkway – Ordinance 3375, dated October 2011.

#### D. General

1. Conflict. All parts of the College Station Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council

- meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.
2. Purpose. The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its extra-territorial jurisdiction (“ETJ”). The College Station Comprehensive Plan depicts generalized locations of proposed future land-uses, including thoroughfares, bikeways, pedestrian ways, parks, greenways, and waterlines that are subject to modification by the City to fit local conditions and budget constraints.
  3. General nature of Future Land Use and Character. The College Station Comprehensive Plan, in particular the Future Land Use and Character Map found in A.3 above and any adopted amendments thereto, shall not be nor considered a zoning map, shall not constitute zoning regulations or establish zoning boundaries and shall not be site or parcel specific but shall be used to illustrate generalized locations.
  4. General nature of College Station Comprehensive Plan. The College Station Comprehensive Plan, including the Thoroughfare Plan, Bicycle, Pedestrian, and Greenways Master Plan, Central College Station Neighborhood Plan, Water System Master Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as bikeways, greenways, thoroughfares, pedestrian ways, waterlines and sewer lines that are a part of the College Station Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Plan without being considered an amendment thereto.
  5. Reference. The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

**EXHIBIT “B”**

**AMENDED AREA OF FUTURE LANE USE AND CHARACTER MAP**

That the “Comprehensive Plan” of the City of College Station, Texas, is hereby amended by amending the Future Land Use and Character Map as follows:

The 2.2 acres located at 3751 Rock Prairie Road West, generally located at the southwest corner of Rock Prairie Road West and Holleman Drive South, and shown graphically below, is amended from Restricted Suburban to Suburban Commercial, as shown in the attached Exhibit “C”.

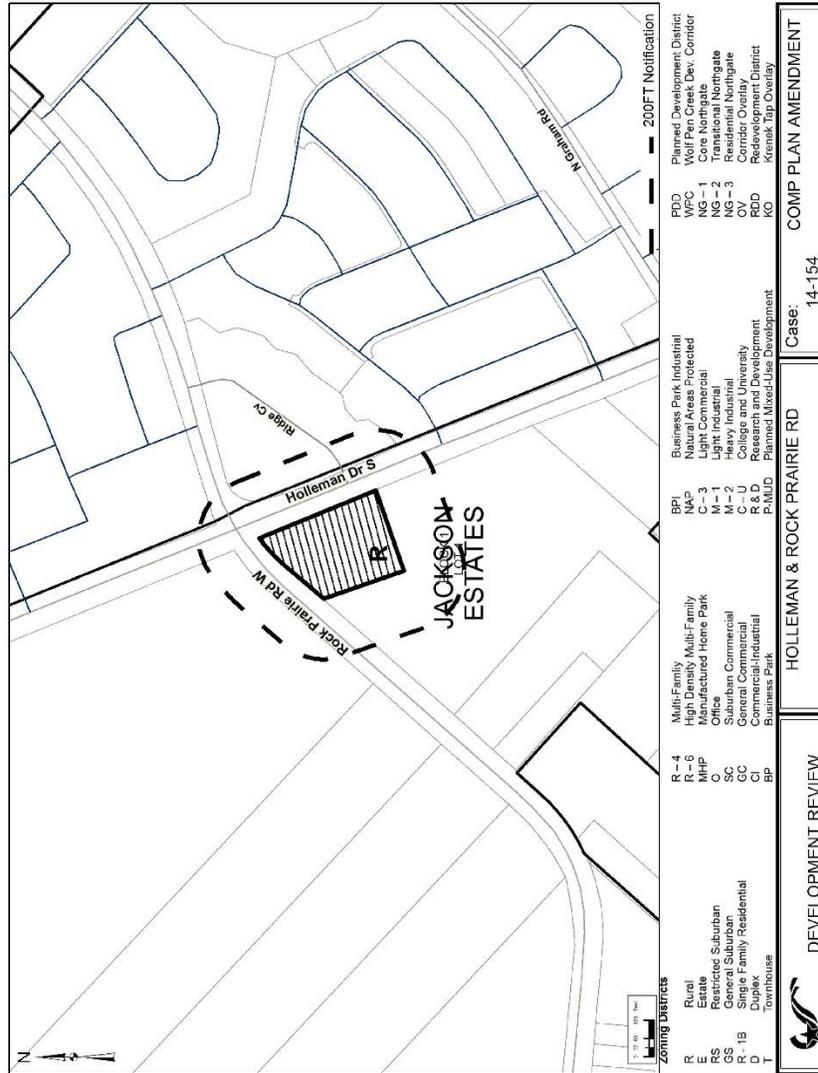


EXHIBIT "C"





Legislation Details (With Text)

<b>File #:</b>	14-551	<b>Version:</b>	1	<b>Name:</b>	Proposed Changes to the Smoking Ordinance Regarding E-Cigarettes
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	6/25/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 7, "Health and Sanitation", of the Code of Ordinances of the City of College Station, Texas, by amending section 9, "Tobacco products and smoking"; to regulate electronic cigarettes as tobacco, restricting their public use as specified and prohibiting their sale to and possession and use of by minors; providing a severability clause; declaring a penalty; and providing an effective date.				
<b>Sponsors:</b>	Chris Jarmon				
<b>Indexes:</b>					
<b>Code sections:</b>	Sec. 7-9. - Tobacco products and smoking.				
<b>Attachments:</b>	<a href="#">E-Cigarette Ordinance.pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 7, "Health and Sanitation", of the Code of Ordinances of the City of College Station, Texas, by amending section 9, "Tobacco products and smoking"; to regulate electronic cigarettes as tobacco, restricting their public use as specified and prohibiting their sale to and possession and use of by minors; providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Core Services and Infrastructure

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

Summary:

On June 26, Council requested that staff provide some direction on the use of e-cigarettes and on August 14 staff made recommendations regarding the sale, possession, and use of e-cigarettes.

For review purposes, electronic cigarettes, or e-cigarettes, are battery-powered devices that look like traditional cigarettes and are designed to simulate the feeling and experience of smoking. These devices lack tobacco, but may contain some amount of liquid or synthetic nicotine. The use of e-cigarettes is known as "vaping" because the heating element in the device, known as an atomizer, vaporizes the liquid solution present in the cartridge, allowing the user to create a cloud that resembles smoke. These devices are also referred to as vaporizing cigarettes or electronic vaping devices.

Staff recommends that e-cigarettes be regulated under Chapter 7 (Health and Sanitation) of the Code of Ordinances, and specifically, recommends three (3) limitations on the use of e-cigarettes:

1. E-cigarettes cannot be sold to minors
2. Minors cannot be in possession or use e-cigarettes
3. E-cigarettes are prohibited in the same places where traditional tobacco cigarettes are prohibited.

If Council approves the ordinance, these changes will become effective in twenty (20) days.

Budget & Financial Summary: n/a

Attachments:

1. Proposed changes to the smoking ordinance regarding e-cigarettes.

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

AN ORDINANCE AMENDING CHAPTER 7, "HEALTH AND SANITATION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 9, "TOBACCO PRODUCTS AND SMOKING"; TO REGULATE ELECTRONIC CIGARETTES AS TOBACCO, RESTRICTING THEIR PUBLIC USE AS SPECIFIED AND PROHIBITING THEIR SALE TO, POSSESSION OF AND USE BY MINORS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of College Station has determined that e-cigarettes come in a variety of flavors, including watermelon, pineapple, cherry, peaches and cream, sugar cookie, and coffee, that may attract teens and pre-teens to these products; and

**WHEREAS**, the National Youth Tobacco Survey finds that e-cigarette use among middle school and high school students has doubled from 2011 to 2012; and

**WHEREAS**, the City Council of the City of College Station has determined that the nicotine available in e-cigarettes is a highly addictive substance and has the potential to lead to dependence by the user; and

**WHEREAS**, researchers with the University of California – San Francisco find that e-cigarettes have not been proven to help people quit smoking; and

**WHEREAS**, a 2009 study conducted by the FDA found trace amounts of toxins, including diethylene glycol and nitrosamines, in the ingredients of two leading e-cigarette brands; and

**WHEREAS**, research published by the American Heart Association recommends that e-cigarettes should not be used anywhere where smoking cigarettes are not allowed; and

**WHEREAS**, the City Council of the City of College Station has determined that e-cigarettes are currently not regulated by the State of Texas or the federal government; and

**WHEREAS**, given the current state of research and knowledge on e-cigarettes, the City Council of the City of College Station believes it is necessary to impose reasonable regulations on the purchase, possession, and use of e-cigarettes; and

**WHEREAS**, the City Council of the City of College Station finds that the policies contained herein are necessary to ensure the health and safety of the citizens of College Station, Texas.

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

**PART 1:** The purpose of this ordinance is to regulate the sale, use and possession of electronic cigarettes in specified public places, as well as restricting sale, possession and use by minors.

**PART 2:** That Chapter 7, Section 9, 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 3:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holdings 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 4:** 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 Dollar (\$25.00) nor more than Two Thousand Dollars (\$2000.00). 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 twenty (20) days after its date of passage by the City Council.

PASSED, ADOPTED, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**

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

## EXHIBIT A

That Chapter 7, "HEALTH AND SANITATION", Section 9, "TOBACCO PRODUCTS AND SMOKING" of the Code of Ordinances of the City of College Station, Texas is hereby amended to include the following:

A. **Definitions.**

- (1) **Public meeting** means a meeting required to be open to the public under Texas Govt. Code, Chapter 551.
  
- (2) **Public place** means an enclosed, indoor area to which the public has access and includes, but is not limited to the following:
  - (a) The common areas of a retail store, office, grocery store, or other commercial establishments;
  - (b) A restaurant or cafeteria;
  - (c) A public or private or secondary school;
  - (d) A public or private institution of higher education;
  - (e) A hospital or nursing home;
  - (f) An elevator;
  - (g) City and school buses;
  - (h) City building, owned or leased by the City and used for City purposes;
  - (i) An enclosed theater, auditorium, movie house, or arena;
  - (j) A courtroom or a jury waiting or deliberation room; or
  - (k) Bar or bar area.
  
- (3) **Smoke** or **smoking** includes:
  - (a) Carrying or holding a lighted pipe, cigar or cigarette of any kind or any other lighted smoking equipment or device;
  - (b) Lighting a pipe, cigar, or cigarette of any kind or any other smoking equipment or device; or
  - (c) Emitting or exhaling the smoke of a pipe, cigar, or cigarette of any kind or any other smoking equipment or device.
  - (d) Use of an electronic cigarette, including inhaling, exhaling, vaping, burning or carrying an electronic cigarette.

\*\*\*\*\*

- (7) **Workplace** means an enclosed area in which employees work or have access during the course of their employment.
  
- (8) **Hookah bar** means a bar in which the on-site sales or rentals of hookah tobacco products and smoking accessories for consumption or use on the premises exceeds thirty (30) percent of gross revenues.

\*\*\*\*\*

- (10) **Electronic Cigarette and/or e-cigarette** means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides, or is manufactured or intended to provide, a vapor of liquid nicotine and/or other substances mixed with propylene glycol and/or other substances delivered or deliverable to the user that he/she can inhale in simulation of smoking. This term shall include every version and type of such devices whether they are manufactured or marketed as electronic cigarettes, e-cigarettes, electronic cigars, e-cigars, electronic pipes, e-pipes or under any other product name or description.

- (11) **Electronic Vaping Device** shall have the same definition as electronic cigarette.
- (12) **Vaporizing Cigarette** shall have the same definition as electronic cigarette.
- (13) **Minor** shall mean a person younger than 18 years of age.
- (14) **Vape Shop or Vapor Shop** shall mean a store used primarily for the sale of electronic cigarettes or substances used in those or similar devices to produce inhalable vapors and in which the sale of other products is incidental.

**B. Offense; penalty.**

- (1) A person commits an offense if the person smokes at a public meeting, in a public place, in a workplace or in any other enclosed, indoor area in which "no smoking" signs are conspicuously posted by the person in charge, and the person is not in an area designated as a smoking area under subsection C. below.
- (2) It is an exception to the application of provision (1) of this subsection that the person is smoking:
  - (a) As an actor or actress in a theatrical performance; or
  - (b) A tobacco specialty shop; or
  - (c) At a hookah bar; or
  - (d) At a vape shop or vapor shop; or
  - (e) As required of a participant in a smoking-related medical or scientific research study.
- (3) Smoking shall be allowed, without any requirement for signage by the person in charge under subsection C(1), where smoking is permitted by subsection B.(2). However, smoking is not allowed at any public meeting, in any public place, or in a workplace unless specifically permitted by subsection B.(2).

**C. Designation of no smoking and smoking areas.**

- (1) The person in charge shall designate the following areas as "non-smoking":
  - (a) Food order areas, cashier areas, check-out lines for stores;
  - (b) City library;
  - (c) Elevators;
  - (d) City and school buses, including associated terminals;
  - (e) Restrooms;
  - (f) Movie theaters, hospitals, and rest home facilities;
  - (g) All other public places including restaurants, cafeterias, bars, bar areas; and
  - (h) Workplaces.
  - (i) Within a ten (10) feet radius of bars and bar areas entry ways;
  - (j) Within a twenty (20) feet radius of the entry ways of all other public places or workplaces.
- (2) Smoking areas shall not be designated to cover areas in provisions (1)(a) through (1)(j) of this subsection. It is not required that any smoking areas be designated.

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**G. Possession and Use of Electronic Cigarettes by Minors**

The possession, purchase, acquisition, or use of electronic cigarettes, e-cigarettes, electronic vaping devices, or vaporizing cigarettes by minors is prohibited.

**H. Sale of Electronic Cigarettes to Minors**

The sale, distribution, or transfer of electronic cigarettes, e-cigarettes, electronic vaping devices, or vaporizing cigarettes to minors is prohibited.



## Legislation Details (With Text)

<b>File #:</b>	14-427	<b>Version:</b>	1	<b>Name:</b>	Economic Development Agreement with COCS & Stata Corp, LP
<b>Type:</b>	Agreement	<b>Status:</b>			Agenda Ready
<b>File created:</b>	5/2/2014	<b>In control:</b>			City Council Regular
<b>On agenda:</b>	8/25/2014	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action, and discussion regarding an economic development agreement between the City of College Station and StataCorp, LP..				
<b>Sponsors:</b>	Randall Heye				
<b>Indexes:</b>	Economic Development				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an economic development agreement between the City of College Station and StataCorp, LP..

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s):

Staff recommends approving an economic development agreement with StataCorp, LP.

Summary:

In 2011 City Council gave staff direction to continue to market three tracts of property located in the *Business Center at College Station* for economic development purposes. In order to facilitate a future business retention and expansion opportunity, city staff solicited sealed bids for the sale of real property located at 210 Technology Way in 2013. StataCorp, LP submitted the high bid in the amount of \$1,090,000 for the undeveloped 8.923 acre tract.

StataCorp, LP has expressed an interest in expanding its headquarters and employee amenities currently located at 4905 Lakeway Drive onto the adjacent 210 Technology Way for a larger corporate campus. In order to do so, staff is recommending to City Council the abandonment of a portion of Technology Way, expedited permitting and waiver of the right-of-way abandonment application fee, and the dedication of approximately 30 acres of greenways to parkland.

StataCorp, LP would be responsible for the construction of a new commercial office building valued at \$3,000,000, and an addition of 15 new professional positions or an annual payroll increase of \$1,000,000 within the term of the agreement. If StataCorp, LP fails to meet its obligations, the company will reimburse the City \$2.80 per square foot of the abandoned right-of-way and the \$300

right-of-way abandonment application fee.

**Budget & Financial Summary:**

Waiving the right-of-way abandonment application fee is a cost of \$300. The Parks & Recreation Department does not anticipate the dedication of 30 acres of greenways to parkland to yield additional operational & maintenance costs.

**Attachments:**

The economic development agreement is available in the City Secretary's Office.



## Legislation Details (With Text)

**File #:** 14-579      **Version:** 1      **Name:** BVSWMA appointments  
**Type:** Appointment      **Status:** Agenda Ready  
**File created:** 7/18/2014      **In control:** City Council Regular  
**On agenda:** 8/25/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding an appointment to the BVSWMA, Inc., Board of Directors.  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an appointment to the BVSWMA, Inc., Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Staff has been notified by Bryan Griesbach of changes to the BVSWMA bylaws, which affects the appointment of directors to the Board. One of the updates to the bylaws (Section 2.02) is to cause staggered terms of the directors. The terms of both City's appointees expire September 30, 2014 (College Station appointees are Karl Mooney and Rick Floyd). The new bylaws require that in 2014, each City appoint one director to serve for a one-year term, expiring September 30, 2015, and one director to serve for a three-year term. In 2015, the director position appointed for a one-year term will be elected to a three-year term. Then going forward, every year on September 30, each City will have the term of one, and only one, director to expire.

Budget & Financial Summary: None

Attachments: