



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final City Council Regular

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Thursday, October 9, 2014

7:00 PM

City Hall Council Chambers

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

### Presentations:

- Recognition of the Bryan/College Station Habitat for Humanity 25th Anniversary, proclaiming October 16, 2014 as B/CS Habitat for Humanity Day
- Recognition of the College Station Professional Fire Fighters for Fill the Boot to help MDA, proclaiming October 9th, 10th and 11th as Fill the Boot Day

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.** [14-721](#) Presentation, possible action, and discussion of minutes for:
- September 22, 2014 Workshop
  - September 22, 2014 Regular Council Meeting

**Sponsors:** Mashburn

**Attachments:** [WKSHP092214 DRAFT Minutes.pdf](#)  
[RM092214 DRAFT Minutes.pdf](#)

- 2b.** [14-686](#) Presentation, possible action and discussion regarding the renewal of the Interlocal Agreement with the City of Bryan for Management of the Larry J. Ringer Library.

**Sponsors:** Schmitz

**Attachments:** [Library ILA Update Aug 2014 Markup.pdf](#)  
[Library ILA updateAug 2014 Clean Version.pdf](#)

- 2c. [14-703](#) Presentation, possible action and discussion on a third amendment to the current lease between the City of College Station and DVA Renal Healthcare, Inc. formerly known as Gambro Healthcare of Texas, Inc. (aka DaVita, Inc.) in the Chimney Hill Shopping Center, extending the lease for a period of three (3) months.

**Sponsors:** Gilman

**Attachments:** [DaVita - 3rd Amendment.pdf](#)

- 2d. [14-706](#) Presentation, possible action and discussion on a bid award for the annual purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$563,601 and will be awarded by line item to the lowest responsible bidder.

**Sponsors:** Kersten

**Attachments:** [TabulationThree Phase Transformer Inventory.pdf](#)

- 2e. [14-707](#) Presentation, possible action, and discussion authorizing the renewal of the award of Bid No. 12-102 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$45,000) and Monograms and More (\$33,000) for a combined annual estimated expenditure of \$78,000.

**Sponsors:** Kersten

**Attachments:** [12-102 Renewal Letters.pdf](#)

- 2f. [14-709](#) Presentation, possible action and discussion on increasing a previous award to Techline by 25%, or \$127,164.56, for Bid #14-038, Various Electrical Items for a new not to exceed amount of \$635,822.81. These items will be stored in inventory and expended as needed.

**Sponsors:** Kersten

- 2g. [14-710](#) Presentation, possible action, and discussion regarding a renewal of the Service Contract with Payment Processing Inc. (PPI) for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and services charges not to exceed \$750,000 annually.

**Sponsors:** Kersten

**Attachments:** [2014August - City of College Station - Payment Processing Renewal -Part Signi](#)

- 2h. [14-711](#) Presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for FY15 in the amount of \$386,400 for Affiliate funding and Annual Program and Marketing funding.

**Sponsors:** Kersten

**Attachments:** [ACBV Affiliate Funding Memo FY15.docx](#)

- 2i. [14-712](#) Presentation, possible action and discussion on approving the budget of the Arts Council of the Brazos Valley, and; presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for operations and maintenance FY15 totaling \$100,000 with \$35,000 coming from the General Fund and \$65,000 coming from the Hotel Tax Fund.

**Sponsors:** Kersten

- 2j. [14-713](#) Presentation, possible action and discussion on approving the budget of the Bryan/College Station Chamber of Commerce and presentation, possible action and discussion on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY15 in the amount of \$25,000.

**Sponsors:** Kersten

- 2k. [14-714](#) Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY15 in the amount of \$15,000.

**Sponsors:** Kersten

- 2l. [14-715](#) Presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY15 in the amount of \$250,000 to administer the CVB Grant Program.

**Sponsors:** Kersten

- 2m. [14-716](#) Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY15 in the amount of \$1,321,294.25.

**Sponsors:** Kersten

**Attachments:** [CVB FY15 Budget-Revised.pdf](#)

- 2n. [14-718](#) Presentation, possible action and discussion on a funding

agreement between the City of College Station and the Research Valley Partnership (RVP) for FY15 in the amount of \$350,000.

**Sponsors:** Kersten

- 2o. [14-723](#) Presentation, possible action and discussion regarding construction contract no. 14-365 with Dudley Construction, Ltd., in the amount of \$698,659.38 for the 30-Inch Water Transmission Line Reinstallation Project.

**Sponsors:** Harmon

**Attachments:** [14-079 Tab.pdf](#)  
[30-Inch Reinstall Map.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. [14-708](#) Public Hearing, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the Bistonte Unit, Well #3H as requested by the operator, Halcon Operating, Co., Inc. of Houston, Texas.

**Sponsors:** Gibbs

- Attachments:**
- [1 - Vicinity Map.jpg](#)
  - [2 - Resolution.doc](#)
  - [3 - Exhibit A - Application.pdf](#)
  - [4 - Exhibit B - Location Map.pdf](#)
  - [5- Exhibit C - Bond.pdf](#)
  - [6 - City Engineer Report to PRC.doc](#)
  - [7 - Draft Permit 14-400034.doc](#)

2. [14-722](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, to temporarily remove parking along the 300 Block of First Street.

**Sponsors:** Singh

- Attachments:**
- [Location Map](#)
  - [First Street Temp Park Remove 9-30-14docx.docx](#)

3. [14-724](#) Public Hearing, presentation, possible action and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative for Right-of-Way, Public Utility Easements and Public Utility, Public Access and Landscape Easements exist for the road widening of Rock Prairie Road East, the extension of water lines and the extension of other public utilities to the proposed Lick Creek Nature Center and connection of wastewater lines, all other public utilities and public access ways for proposed development, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

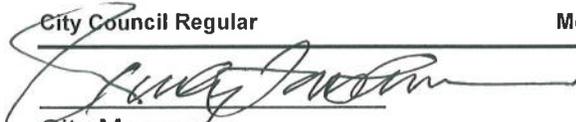
**Sponsors:** Harmon and Schmitz

- Attachments:**
- [Lick-Creek-Park-ROW and PUEs Resolution and Exhibit A-Draft 20-Aug-2014.p](#)
  - [Lick Creek Park Area Map.pdf](#)
  - [Notice of Public Hearing.pdf](#)

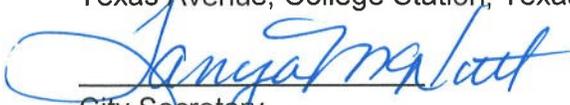
#### 4. Adjourn.

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

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on October 3, 2014 at 5:00 p.m.

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

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 #:** 14-721      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 9/23/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion of minutes for:  
· September 22, 2014 Workshop  
· September 22, 2014 Regular Council Meeting  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:** [WKSHP092214 DRAFT Minutes.pdf](#)  
[RM092214 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:  
· September 22, 2014 Workshop  
· September 22, 2014 Regular Council Meeting

### Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
SEPTEMBER 22, 2014

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

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

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

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:04 p.m. on Monday, September 22, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.072-Real Estate, the College Station City Council convened into Executive Session at 4:04 p.m. on Monday, September 22, 2014 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.
  - Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 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 Excell 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
- Robyn Taylor, et al vs. Boomfit, Carlos Lima and Alicia Lima and Lincoln Recreational Center, Cause No. 13 003118 CV 85, In the 85th District Court of Brazos County, Texas
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272<sup>nd</sup> District Court of Brazos County, Texas

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

- Legal advice regarding acquisition of property located generally east of State Highway 6 in College Station for a City water project

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

- Property located generally northeast of the intersection of University Drive and Boyett Street
- Property located generally east of State Highway 6 in the vicinity of North Forest Parkway in College Station, Texas
- Property located generally east of State Highway 6 and in the vicinity of Appomattox Drive in College Station, Texas
- Property located generally along Rock Prairie Road, west of Lick Creek Park in College Station

The Executive Session adjourned at 5:14 p.m.

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

No action was required from Executive Session.

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

Items 2d, 2m, 2p, and 2o were pulled for clarification.

**(2d):** Alan Gibbs, Planning and Development, reported there have been several meetings over the past nine months. This was an expedited effort with the school district and the developer.

**(2m):** Donald Harmon, Director of Public Works, the link between Texas Avenue and Tarrow does not have a raised median. TXDOT has available funds, and we are working on the design of a raised median for this area. This would increase safety and improve the traffic flow.

**(2p):** Billy Couch, Assistant Police Chief, clarified that this came about when the Northgate unit was implemented. They work off bicycles; and therefore, they do not have cameras. Officer

Chris Perkins explained how the equipment is mounted and how it works. The advantage to having a body camera is that it is simple to use, can be used for first-person evidence gathering, and can be used as a training tool. It also increases accountability.

(20): Troy Rother, Traffic Engineer, clarified that the Plan will not be abandoned. They will lease the equipment for the first two games. They will go out for bids next year to purchase equipment.

## **5. Presentation, possible action, and discussion concerning the City Auditor's City Facilities Risk Assessment.**

Ty Elliott, Internal Auditor, reported that he conducted a review of the following:

- Thirty-six facility condition assessments performed by Faithful & Gould
- Facility-related general liability claims
- The 2012 ADA Facility Inspection report
- The results of the 2013 job satisfaction/workplace employee survey.
- Utility facility usage for the last three fiscal years for the five largest City facilities.

Discussion centered on City Hall. He reviewed safety, security, and ADA mitigation. Every City Hall employee was interviewed; photos were taken for documentation. He looked at work orders and capital expenditures from the past ten years. The top health and safety concern was air quality at 65%. The top security concerns was citizen access at 52%. Space is also a major concern at 57%. The HVAC system is not efficient. There have been fifty-one total recommendations, but only sixteen have been implemented.

A financial analysis was performed to assess three options available to Council: (1) the costs associated with accepting the current risks identified in his review, (2) the cost associated with investing in the current facility to mitigate the identifiable risks, or (3) the costs associated with funding a new facility.

## **6. Council Calendar**

Council reviewed the calendar.

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

Councilmember Schultz asked to see an item to discuss gateway signage.

Councilmember Benham asked to look at an open data initiative similar to one being used in Houston.

Councilmember Nichols asked for an update on the Animal Shelter and their services.

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

Councilmember Benham reported on the Gigabit Broadband initiative.

Councilmember Schultz reported on the RVP.

Councilmember Brick reported on the Transportation Committees and the Brazos County Health Department.

Councilmember Nichols reported on the TML Region 10 meeting.

Councilmember Mooney reported on the CVB.

## **9. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:23 p.m. on Monday, September 22, 2014.

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

ATTEST:

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

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
SEPTEMBER 22, 2014

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

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

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

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:02 p.m. on Monday, September 22, 2014 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

**Proclamation in recognition of Alzheimer's Awareness Day.**

Mayor Berry presented the proclamation to representatives of the Alzheimer's Association, proclaiming September 21, 2014 as World Alzheimer's Day.

**Proclamation in recognition of Mental Illness Awareness Week.**

Mayor Berry presented the proclamation to representatives of National Alliance on Mental Illness (NAMI)-Brazos Valley, proclaiming October 5-11, 2014 as Mental Illness Awareness Week and October 7, 2014 as NAMI-Brazos Valley Celebration of Hope and Recovery Day.

## Citizen Comments

There were no Citizen Comments.

## CONSENT AGENDA

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

- September 11, 2014 Regular Council Meeting (Amended)
- September 11, 2014 Workshop

2b. Presentation, possible action, and discussion regarding the rejection of all proposals received for RFQ #14-015 for the Electric Substation Automation and Enhancement Project.

2c. Presentation, possible action, and discussion regarding the Master Agreement between the City of College Station and The Reynolds Company for the purchase of Rockwell Automation products and services for a not to exceed amount of \$150,000.

2d. Presentation, possible action, and discussion adopting Ordinance 2014-3601, approving a City Participation Agreement for the roadway and water line improvements in the Bridgewood Subdivision, Ph.1 being made per City Code of Ordinances, Chapter 12, Unified Development Ordinance, Section 8.5, Responsibility for Payment for Installation Costs for a total requested City participation of \$282,353.

2e. Presentation, possible action and discussion to authorize expenditure of funds for FY 2015 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

2f. Presentation, discussion, and possible action to adopt Resolution 09-22-14-2f, increasing Emergency Medical Services (EMS) fees as set forth in Chapter 14, Sections 1 and 3 of the Code of Ordinances of the City of College Station.

2g. Presentation, possible action, and discussion regarding an amendment to the Letter Agreement between the City of College Station and Ingram, Wallis & Co., P.C. for the purposes of Professional Auditing Services for the fiscal year ending on September 30, 2014.

2h. Presentation, possible action and discussion regarding the second renewal of General Services Contract 12-300 with Xpedient Mail for printing and mailing of utility bills, final notices and inserts for an estimated annual expenditure of \$230,000.

2i. Presentation, possible action, and discussion regarding award of Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.

2j. Presentation, possible action, and discussion of the second renewal of Service Contract No. 12-291 between the City of College Station and JNA Painting and Contracting in the amount of \$57,931 for the purpose of various interior / exterior painting of City buildings.

**2k. Presentation, possible action, and discussion to approve an increase in expenditure authorization for City solid waste disposal fees to the Brazos Valley Solid Waste Management Agency, Inc. in the amount of \$330,000 for a total not to exceed amount of \$1,718,150 for fiscal year 2014.**

**2l. Presentation, possible action, and discussion regarding the approval of a consultant contract (No. 14-201) with Kimley-Horn and Associates, Inc. in the amount of \$232,350.00, for a preliminary engineering report for the Eastgate Utility Rehabilitation Phase IV Project.**

**2m. Presentation, possible action and discussion on approving Resolution 09-22-14-2m; and an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TxDOT) for the design of raised medians and pedestrian improvements on University Drive.**

**2n. Presentation, possible action, and discussion on a professional services contract (Contract No. 14-438) with Gattis Engineering, LLC, in the amount of \$219,516 for the detailed design of the University Drive Raised Median Project.**

**2o. Presentation, possible action and discussion regarding the rejection of bid 14-084 (TAMU Football Game Day Traffic Control Phase I) for the deployment of traffic control for the first two TAMU home football games; and the award of bid 14-087 (TAMU Football Game Day Traffic Control Phase II) to N-Line Traffic Control and a purchase order for N-Line Traffic Control for \$54,389 to purchase the traffic control equipment rental costs for the last four TAMU home football games.**

**2p. Presentation, possible action, and discussion on three contracts with TASER International to purchase Tasers and body cameras to the College Station Police Department.**

**2q. Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2014. FY15 premiums for all lines of coverage total \$454,832.86.**

**2r. Presentation, possible action and discussion regarding a real estate agreement for the purchase of right-of-way along Rock Prairie Road between State Highway 6 and Normand Drive.**

**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, with item 2q as amended. The motion carried unanimously.

The amendment for 2q was to extend the current excess workers comp liability and excess liability coverage for sixty days. All other coverage remains as recommended.

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3602, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GC General Commercial and OV Overlay for a .48 acre tract for the property being the remainder of a called .5187 acre tract as described by a deed to the State of Texas recorded in volume 863, page 231 of the official records of Brazos County, Texas, generally located at 960 William D. Fitch Parkway.**

Jessica Bullock, Staff Planner, stated that this request is to rezone the property from Rural to General Commercial and Overlay.

The Planning and Zoning Commission considered this item at their September 4 meeting and voted unanimously to recommend approval of the rezoning. Staff also recommends approval.

At approximately 7:12 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:12 p.m.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3602, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GC General Commercial and OV Overlay for a .48 acre tract for the property being the remainder of a called .5187 acre tract as described by a deed to the State of Texas recorded in volume 863, page 231 of the official records of Brazos County, Texas, generally located at 960 William D. Fitch Parkway. The motion carried unanimously.

**2. Public Hearing, presentation, possible action, and discussion on Ordinance 2014-3603, Budget Amendment #5, amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$7,660,468; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,500.**

Jeff Kersten, Assistant City Manager, stated that the proposed budget is to increase the FY14 budget appropriations by \$7,660,468 - the bulk of which is \$7,500,000 for purchased power and wheeling charges.

At approximately 7:18 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:18 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 adopt Ordinance 2014-3603, Budget Amendment #5, amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$7,660,468; and presentation, possible action and discussion on a contingency transfer in the amount of \$35,500. The motion carried unanimously.

**3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3604, amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of**

**Parking Violations”, E “Parking Regulations for Certain Described Areas”, (1) “Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time” of the Code of Ordinances of the City of College Station, Texas, to temporarily remove parking along the 300 Block of First Street.**

Danielle Singh, Transportation Planning Coordinator, stated that this ordinance will amend Chapter 10, Traffic Code, by temporarily removing parking from the 300 block of First Street to facilitate construction activities.

Jerry Erwin, with Carleton Construction, briefed the Council on their attempts to alleviate the parking situation.

At approximately 7:33 p.m., Mayor Berry opened the Public Hearing.

Chris Scotti, 305 Gleeson, said they are excited about the development, but Northgate parking hits capacity during the week. There is also a cost factor since these spots are free and close to certain businesses. The association has to oppose this ordinance as written. He requested that Council table this item until clarification and a commitment to address their concerns. He wants free spots, specifically near Coyote or the City lot.

James Lanier, 205 E. Duncan, provided written comments in opposition to the temporary removal of the First Street parking (see attached).

Brett Anglin, 205 E. Duncan, provided written comments in opposition to the temporary removal of the First Street parking (see attached).

Ryan Walker, 1601 E. 28<sup>th</sup> Street, provided written comments in opposition to the temporary removal of the First Street parking (see attached).

David Thompson, 203 University Drive, provided written comments in opposition to the temporary removal of the First Street parking (see attached).

Kenneth Wycoff, 1010 Navarro Drive, spoke on behalf of the Northgate Association members. They are asking for a compromise on these free parking places. He asked Council to table this item.

John Raney, 327 University Drive, provided written comments in opposition to the temporary removal of the First Street parking (see attached).

There being no further comments, the Public Hearing was closed at 7:40 p.m.

**MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, the City Council voted seven (7) for and none (0) opposed, to postpone this item to the next meeting to allow staff time to work with the developer and the Northgate Association to arrive at a solution. The motion carried unanimously.

**4. Public hearing, presentation, possible action, and discussion regarding a presentation of the Comprehensive Plan Five-Year Evaluation and Appraisal Report.**

Jennifer Prochazka, Principle Planner, reported that the purpose of the Comprehensive Plan Five-Year Evaluation and Appraisal Report is to serve as a check-up on the Comprehensive Plan by identifying its successes and shortcomings.

Staff recommends Council accept the report as presented by the Comprehensive Plan Five-Year Review Sub-Committee.

At approximately 8:19 p.m., Mayor Berry opened the Public Hearing.

Buck Prewitt, 2302 Scotney Court, asked the Council to consider working with Brazos County to address the one-acre minimum requirement in the ETJ; develop a plan to address the proposed MUD at Texas Speedway; and create incentives to the development and homebuilding community. He noted that FEMA map are complete and the land use plan should reflect those changes. He also recommended that we work with TAMU to get a more accurate population count, exclusive of the students.

There being no further comments, the Public Hearing was closed at 8:25 p.m.

**MOTION:** Upon a motion made by Councilmember Schultz and a second by Councilmember Brick, City Council voted seven (7) for and none (0) opposed, to accept the Comprehensive Plan Five-Year Evaluation and Appraisal Report. The motion carried unanimously.

**5. Presentation, possible action, and discussion on Ordinance 2014-3605, adopting the City of College Station 2014-2015 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.**

Jeff Kersten, Assistant City Manager, noted the Council will need to take two actions: 1) consider the FY2014-2015 budget; and 2) ratify the property tax revenue increase reflected in the budget.

Staff recommends approval of the ordinance adopting the FY2014-2015 budget, with any changes the Council may have, and to also ratify the property tax revenue increase.

**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 Ordinance 2014-3605, adopting the City of College Station 2014-2015 Budget. The motion carried unanimously.

**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 approve ratifying the property tax revenue increase reflected in the budget. The motion carried unanimously.

**6. Presentation, possible action, and discussion on approval of Ordinance 2014-3606, adopting the City of College Station 2014-2015 ad valorem tax rate of \$0.452500 per \$100 assessed valuation, the debt service portion being \$0.193053 per \$100 assessed valuation and the operations and maintenance portion being \$0.259447 per \$100 assessed valuation.**

Jeff Kersten, Assistant City Manager, stated there have been two Public Hearings on the proposed tax rate. The tax rate must be adopted as two separate components; one for debt service and one

for maintenance and operations.

Staff recommends approval of the proposed tax rate of \$0.4525 per \$100 valuation.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Mayor Berry, the City Council voted seven (7) for and none (0) opposed, to approve Ordinance 2014-3606, adopting the City of College Station 2014-2015 ad valorem tax rate of \$0.452500 per \$100 assessed valuation, which is effectively a 9.037% increase in the tax rate, and to set the Maintenance and Operations rate at 25.9447 cents per \$100 assessed valuation; and the Debt Service rate at 19.3053 cents per \$100 assessed valuation.. The motion carried unanimously.

**7. Presentation, possible action, and discussion on Ordinance 2014-3607, amending Chapter 11, “Utilities”, Section 5 “Solid Waste Collection Regulations”, E “Collection Rates”, (1) “General Rate Provision”, (2) “Commercial Collection Rates” and (3) “Additional Charges”, of the Code of Ordinances of the City of College Station, Texas.**

Donald Harmon, Director of Public Works, reported that a 15% rate increase is proposed for commercial collection services, due mainly to increasing fuel costs.

Staff recommends approval of the rate increase.

**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 adopt Ordinance 2014-3607, amending Chapter 11, “Utilities”, Section 5 “Solid Waste Collection Regulations”, E “Collection Rates”, (1) “General Rate Provision”, (2) “Commercial Collection Rates” and (3) “Additional Charges”, of the Code of Ordinances of the City of College Station, Texas. The motion carried unanimously.

**8. Presentation, possible action and discussion regarding appointments to the following boards and commissions:**

- **Bicycle, Pedestrian, and Greenways Committee**

Brandon Boatcallie was appointed to Position F, and Jon Denton to Position B on the Bicycle, Pedestrian, and Greenways Committee.

**9. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:52 p.m. on Monday, September 22, 2014.

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

ATTEST:

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Sherry Mashburn, City Secretary



Legislation Details (With Text)

<b>File #:</b>	14-686	<b>Version:</b>	1	<b>Name:</b>	Larry J. Ringer Library Interlocal Agreement Renewal with the City of Bryan
<b>Type:</b>	Agreement	<b>Status:</b>			Consent Agenda
<b>File created:</b>	9/9/2014	<b>In control:</b>			City Council Regular
<b>On agenda:</b>	10/9/2014	<b>Final action:</b>			
<b>Title:</b>	Presentation, possible action and discussion regarding the renewal of the Interlocal Agreement with the City of Bryan for Management of the Larry J. Ringer Library.				
<b>Sponsors:</b>	David Schmitz				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Library ILA Update Aug 2014 Markup.pdf</a> <a href="#">Library ILA updateAug 2014 Clean Version.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding the renewal of the Interlocal Agreement with the City of Bryan for Management of the Larry J. Ringer Library.

**Relationship to Strategic Goal:** Neighborhood Integrity; Diverse Growing Economy

**Agenda Caption:** Presentation, possible action, and discussion regarding the renewal of the Interlocal Agreement with the City of Bryan for Management of the Larry J. Ringer Library.

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

**Summary:** The Interlocal Agreement with the City of Bryan for management of the Larry J. Ringer Library expires October 1, 2014. The renewal Interlocal Agreement will extend that service for another year, with one additional year for a total of two years. During this time period, the Larry J. Ringer Library will undergo expansion as one of the 2008 Bond projects. The Interlocal Agreement will be revisited once the project is complete.

Changes were made to the Interlocal Agreement pertaining to the recent Library Audit.

- Custodial responsibilities will move from the City of Bryan to the City of College Station. We plan to include this item in our current Facility Custodial Services Contract.
- Implementation of a policy to gradually reduce the number of full time staff through attrition, moving towards utilizing seasonal part time staff. Any savings will be recaptured to supplement the Library materials (books, e-books, periodicals, etc.) budget.
- Revisions to the Twin City Inter-Library Loan Program to allocate expenses more equitably.

**Budget & Financial Summary:** NA

**Attachments:**

Interlocal Agreement (redlined version) and Interlocal Agreement (clean version) available at the meeting

INTERGOVERNMENTAL CONTRACT  
BETWEEN BRYAN AND COLLEGE STATION

This agreement is entered into by and between the City of College Station (hereinafter referred to as "COLLEGE STATION") and the City of Bryan (hereinafter referred to as "BRYAN") and shall be effective on the 1<sup>st</sup> day of October 2014.

RECITALS

WHEREAS, BRYAN and COLLEGE STATION are home rule municipalities as defined by the Texas Local Government Code; and

WHEREAS, home rule cities are authorized to enter into agreements with one another for the performance of any governmental service, activity or undertaking; and

WHEREAS, by voter approval of a referendum on the 25<sup>th</sup> day of March, 1995, COLLEGE STATION expanded library services and constructed its own library facility, hereinafter referred to as the Larry J. Ringer Library, within its city limits; and

WHEREAS, BRYAN has operated a community library since 1903 and has received accreditation by the Texas State Library; and

WHEREAS BRYAN has the expertise to manage a library system that is accredited by the Texas State Library; and

WHEREAS, BRYAN and COLLEGE STATION previously partnered together by mutual agreement for a combined Library System which has included libraries located in both municipalities; and

WHEREAS, BRYAN and COLLEGE STATION desire to continue such a shared program, as being in the best interests of providing a cost effective service to their shared communities.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the entities agree as follows:

ARTICLE I. PREMISES

- 1.01 COLLEGE STATION shall lease, own or otherwise provide premises to BRYAN suitable for use as a library. Currently these premises are located at 1818 Harvey Mitchell Pkwy. S., College Station, TX 77845 and shall sometimes herein be referred to as the Premises or the Larry J. Ringer Library. The Premises shall, at a minimum, include 15,000 square feet of heated/air conditioned floor space. Said Premises shall be located within the city limits of COLLEGE STATION as provided by the terms of this Agreement.
- 1.02 In the event that COLLEGE STATION requires the relocation or expansion of the Premises, COLLEGE STATION shall pay the cost of same.
- 1.03 Except as may be expressly set forth herein, COLLEGE STATION shall be responsible for maintenance, repairs, and expansion of the grounds and the structures on the Premises.
- 1.04 BRYAN shall be responsible for the routine janitorial service of the interior of the Larry J. Ringer Library building and any other buildings over which it has control. The City of College Station shall, however, re-evaluate the cost/benefit of full-time custodial staff at the COLLEGE STATION library.

- 1.05 BRYAN shall promptly notify COLLEGE STATION in the event any grounds or structural defect or flaw is discovered on the premises.

## ARTICLE II. MANAGEMENT AND STAFFING

- 2.01 BRYAN shall be responsible for providing College Station Library Services. COLLEGE STATION shall pay for these services as set forth in this Agreement, including Exhibits "A" and "B" which are attached hereto and incorporated by reference herein.
- 2.02 A Library System Director shall be engaged by BRYAN whose responsibilities include overseeing the provision of College Station Library Services. All employees, contractors, agents, and volunteers engaged in providing College Station Library Services on the Premises or elsewhere shall be considered those of BRYAN, and such people shall provide services under the supervision and direction of the Library System Director.
- 2.03 Upon termination of this Agreement, BRYAN's employees in good standing located at the Larry J. Ringer Library may elect to apply for employment with BRYAN, if positions are available. In any event, the said employees may apply for employment as library employees with COLLEGE STATION. Upon transfer of employment to COLLEGE STATION, COLLEGE STATION shall provide to its library employees the same benefits as provided to other COLLEGE STATION employees. COLLEGE STATION shall waive any waiting period for any and all benefits, unless otherwise required by law.
- 2.04 The Library System Director will review and consider implementation of the College Station 2014 Library Audit Report and findings and will work with College Station over the extended term of the agreement for possible implementation of the findings. Any savings in personnel costs would be recaptured, so as to supplement the Ringer Library materials budget.

## ARTICLE III. BOOKS AND OTHER MATERIALS

- 3.01 BRYAN shall be responsible for the purchase of materials for the Larry J. Ringer Library after conferring with the COLLEGE STATION City Manager or his designee. The COLLEGE STATION Parks Director shall review and approve the Library System Director's recommended selection of Larry J. Ringer library materials. The Library System Director may be given access to one or more College Station library funds as COLLEGE STATION may authorize to enable BRYAN to carry out its obligations hereunder.
- 3.02 All books and other materials related to providing College Station Library Services, including but not restricted to DVDs, audio books and periodicals and any other physical and electronic assets purchased with the Larry J. Ringer Library budgeted funds shall belong to and remain the property of COLLEGE STATION. BRYAN shall account for all materials that are the property of COLLEGE STATION. For purposes of this Agreement, "materials" means books and other materials recited above as well as any and all online subscriptions and electronically available data bases, the Internet, intranet and similar services made available to patrons of the Larry J. Ringer Library.
- 3.03 BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets on the Premises as it exercises in the keeping, maintenance, and preservation of its own public library property.

- 3.04 BRYAN shall ensure that The Larry J. Ringer Library will maintain a materials collection that is typical for a library of its size serving a family and college-oriented community like COLLEGE STATION for use by the general public.

#### ARTICLE IV. PROGRAMS AND OTHER SERVICES

- 4.01 BRYAN agrees to provide College Station Library Services as set forth in this Agreement. This includes providing, managing and paying personnel necessary to operate the Larry J. Ringer Library; maintaining regular hours of business; purchasing materials and electronic subscriptions or rights of access to various data bases for the library, managing the borrowing or accessing of materials; tracking when materials are accessed, checked out, returned, paid for, fines paid and revenue received; operational budgeting; paying invoices associated with library activity; maintaining software related to the provision of library functions; and any and all other library services typical to the overall functioning of the Premises as a public library unless expressly provided for otherwise pursuant to the terms of this Agreement. The term College Station Library Services shall also include a portion of the salaries and benefits for the Library System Director as well as a pro rata share of indirect costs as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- 4.02 BRYAN operates one or more libraries outside of the city limits of ~~the~~ COLLEGE STATION. Collectively the libraries operated by BRYAN on the Premises and elsewhere throughout the community at large shall be referred to as the Bryan + College Station Library System (the "System"). This includes operation of the Twin City Inter-Library Loan Program under the direction of Library System Director. The Twin City Inter-Library Loan Program is the van delivery service that transfers library materials between the Larry J. Ringer Library and other libraries within the System. This loan program is included in the College Station Library Services to be provided by BRYAN to the Premises and the program costs are ~~is~~ shared equally (50/50) among the parties. ~~The Cities of Bryan and College shall continue to use the current system for tracking and allocating such costs such that each city can equitably pay their pro-rata share.~~ Program costs shall include vehicle replacement, maintenance ~~and~~, fuel, ~~and staff time.~~ Actual costs for the program and will be reconciled at the end of each fiscal year, as provided in paragraph 7.02 and Exhibit A, since COLLEGE STATION currently annually budgets this cost. All City of Bryan employees who drive vehicles for the Twin City Inter-Library Loan Program shall be in compliance with the City of Bryan's driver safety program as outlined in the City of Bryan Employee Handbook.
- 4.03 College Station Library Services to be performed by BRYAN include the housing, operation, upgrade and maintenance of the main computer system used by the Bryan + College Station Library System to check in and out items, track book collections, and other collections, etc. BRYAN will perform system back-ups, generate overdue notices and other reports as necessary. Significant upgrades and replacement of the main computer system and any other shared information technology may occur only with mutual agreement of both Cities.
- 4.04 Except as provided above, COLLEGE STATION shall maintain all hardware and software for the work stations that are in use at the Larry J. Ringer Library; and, notwithstanding Bryan + College Station Public Library System

any provision in this Agreement to the contrary, those workstations and the hardware and software related thereto remain the property of COLLEGE STATION.

- 4.05 BRYAN and COLLEGE STATION agree to maintain a secure network tunnel related to the Premises use as a public library and provision of College Station Library Services between the two entities for the purpose of maintaining interoperability and carrying out the obligations of each party as set forth in this Agreement.

#### ARTICLE V. HOURS OF OPERATION

- 5.01 The Bryan + College Station Public Library System shall maintain operating hours as the parties shall mutually agree upon on an annual basis, subject to annual budget appropriations.

#### ARTICLE VI. INSURANCE AND LIABILITY

- 6.01 COLLEGE STATION shall maintain insurance on the Premises for the Larry J. Ringer Library, including the structures, as well as insurance for personal injury or property damage as it requires for other municipal property. COLLEGE STATION will maintain liability insurance on all vehicles owned by it used to fulfill its obligations hereunder, including property damage and bodily injury.
- 6.02 BRYAN shall maintain workers compensation coverage for its employees on the Premises and shall carry such other liability insurance coverage for its employees, contractors, volunteers and agents engaged in providing services pursuant to this Agreement as it would for its other libraries within the System.
- 6.03 Hold Harmless. The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the terms of this Agreement, as permitted by law.
- 6.04 The insurance benefits provided by BRYAN to the employees retained under the terms of this Agreement shall be the same as provided to all other BRYAN employees.
- 6.05 BRYAN shall, to the extent permitted by law, indemnify, and hold COLLEGE STATION harmless from any liability incurred from the hiring, employment or termination of any employee under this Agreement, and its use of any contractor, agent or volunteer in providing College Station Library Services.

## ARTICLE VII. FINANCIAL

- 7.01 COLLEGE STATION and BRYAN agree to abide by and share in the development and implementation of a budget for the Premises as set forth herein. The budget shall include at a minimum the cost of College Station Library Services to be performed by BRYAN, the cost of janitorial services, the cost of maintaining and purchasing library materials, building and premises maintenance and operation, and any and all other miscellaneous costs as may be required or desired by COLLEGE STATION related to the upkeep and improvement of the Premises. Said costs shall collectively be referred to as the College Station Library Costs. COLLEGE STATION is responsible for paying the College Station Library Costs as set forth herein.
- 7.02 By May 31st of each year, BRYAN shall submit to COLLEGE STATION its projected costs in providing College Station Library Services and janitorial services. The projected costs in providing such services shall be provided by BRYAN to COLLEGE STATION in such reasonable detail as COLLEGE STATION may require. COLLEGE STATION shall prepare a complete budget for the College Station Library Costs which shall include the projected costs of College Station Library Services and janitorial services to be provided by BRYAN. Such budget shall be a part of the COLLEGE STATION general budget and shall include all costs necessary to operate the Premises in a professional manner, including those expenditures associated with operating the library.
- 7.03 Both parties agree that the proposed budget for College Station Library Services shall be duly approved by the governing body for each. Both parties will advise the other as to the approved annual budget as promptly as possible. It is understood by the parties that the approval of the budget is a legislative function.
- 7.04 Total Bryan + College Station Library System revenues will be allocated to each City respectively based upon the ratio of the present number of each City's materials to the total number of materials in the Bryan + College Station Library System. Restricted gift revenue, endowments and other financial resources not generated as revenue from the provision of library services will be excluded from this calculation. At the end of each budget cycle actual expenditures shall be offset by credits pursuant to the formula as set forth in Exhibit "A."
- 7.05 At the time the proposed costs for College Station Library Services and janitorial services is submitted by BRYAN as described in this article, the BRYAN City Manager or his representative shall include a cover letter indicating what amounts, if any, remain unspent or unencumbered or how much is still owed for which there is an insufficient budgeted amount from the College Station Library Services and janitorial services line items that were adopted as part of the budget for the College Station Library Costs for the most recently closed fiscal year. Said funds shall be applied as an adjustment to or against the next fiscal year's College Station Library Services, as the case may be.
- 7.06 In the event this Agreement is terminated, all unspent or unencumbered funds and all remaining revenue allocations shall be promptly remitted to COLLEGE STATION.
- 7.07 The computation of the actual amount to be paid by COLLEGE STATION to BRYAN each fiscal year shall be as described in "Exhibit A".

- 7.08 No budgetary transfer of funds involving capital accounts shall be made without the approval of the COLLEGE STATION City Manager or his representative.

#### ARTICLE VIII. MANNER OF PAYMENT

- 8.01 COLLEGE STATION agrees to pay BRYAN as set forth herein. COLLEGE STATION shall pay BRYAN the amount it owes for the current fiscal year pursuant to the terms of this Agreement, including Exhibits "A" and "B" for services to be performed by BRYAN in twelve (12) equal monthly installments due on the first day of each month.
- 8.02 In addition to the consideration paid herein, COLLEGE STATION shall make available to BRYAN a monetary amount to be determined annually by COLLEGE STATION through the budget appropriation process in consultation with the Library System Director, to be used by BRYAN for the purchase of Larry J. Ringer Library materials.

#### ARTICLE IX. REPORTING AND ACCOUNTING

- 9.01 Within twenty (20) days of the end of the previous month, BRYAN shall send to the COLLEGE STATION City Manager or his representative a monthly expense budget report and account activity report.
- 9.02 BRYAN shall promptly submit all invoices relating to expenditures from any COLLEGE STATION purchase orders provided by COLLEGE STATION to BRYAN for the purchase of library materials.
- 9.03 Promptly after the close of the BRYAN fiscal year, BRYAN shall furnish to COLLEGE STATION, in such reasonable detail as COLLEGE STATION may require, an accounting of the expenditures made and revenues generated hereunder as well as any credits remaining.
- 9.04 The COLLEGE STATION City Manager or his representative shall conduct an annual review of the Larry J. Ringer Library with the Library System Director in February of each year this Agreement is in effect. The annual review shall include, but is not limited to, library performance measures, library goals, library operation changes, and renewal of this Agreement. Performance measures will be reported quarterly to the COLLEGE STATION City Manager or his representative.

#### ARTICLE X. ADVISORY BOARD

- 10.01 A Bryan + College Station Library System Advisory Board was established January 1, 1998. The Advisory Board is comprised of eight (8) members serving two year terms with each respective City appointing four (4) members. To provide for continuity within the Advisory Board, the term of two (2) Board members appointed by each City shall expire annually.
- 10.02 The duties of the Bryan + College Station Library System Advisory Board will be to encourage the development of the Bryan + College Station Library System; recommend to the City Councils of the parties policies and programs for the advancement of the Bryan

- + College Station Library System; cooperate with all other public and private groups in advancing the best interest of the Bryan + College Station Library System; and render to the City Councils all recommendations it considers advisable regarding the Bryan + College Station Library System.
- 10.03 Any questions regarding permissible COLLEGE STATION facility or property use by third parties which is unrelated to library usage will be directed to the COLLEGE STATION Legal Department.

#### ARTICLE XI. TERM

- 11.01 The term of this Amended Agreement shall be for one year, shall automatically renew annually for up to one additional year term, and shall be effective from October 1<sup>st</sup> of each year until September 30<sup>th</sup> of the following year (annual fiscal year). The Amended Agreement will expire October 1, 2016 unless otherwise renewed. The obligations of the parties to this Agreement are subject to the annual budget appropriation for each City.
- 11.02 Either party may terminate this Agreement by written notice sent not less than six (6) months prior to the annual expiration date.
- 11.03 This Agreement is the entire Agreement of the parties and may be changed or amended only by written agreement of both parties.
- 11.04 In the event of termination of this Agreement, COLLEGE STATION and BRYAN shall return to the other entity any of the other's personalty, and BRYAN shall reimburse COLLEGE STATION its pro rata share of any prepaid subscriptions or services. Notwithstanding the foregoing, all library materials purchased for the Premises pursuant to this Agreement shall be the property of COLLEGE STATION.

*(The remainder of this page intentionally left blank.)*

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**CITY OF BRYAN**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

Exhibit A

Payment Formula:  $P = CB + I + BV - R - IL$

P = Total amount COLLEGE STATION will pay BRYAN in upcoming fiscal year.

CB = Current fiscal year COLLEGE STATION Library Services and janitorial services for Larry J. Ringer Library to be provided for by BRYAN.

I = Estimated BRYAN Indirect Costs for Larry J. Ringer Library in upcoming fiscal year as calculated per Exhibit "B".

BV = Prior fiscal year COLLEGE STATION Library Services variance for Larry J. Ringer Library.

R = Prior year Larry J. Ringer Library revenue.

IL = Payment due from BRYAN to COLLEGE STATION for 50% of costs associated with the O&M costs for Twin City Inter-Library Loan Program.

EXHIBIT B  
INDIRECT COSTS

1. Executive Services
2. Communications & Marketing
3. Internal Audit
4. Finance
5. Budget
6. Purchasing
7. Information Technology
8. Human Resources

\*COLLEGE STATION's share of the above indirect costs are based on a study conducted regularly from an independent firm.

INTERGOVERNMENTAL CONTRACT  
BETWEEN BRYAN AND COLLEGE STATION

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RECITALS

WHEREAS, BRYAN and COLLEGE STATION are home rule municipalities as defined by the Texas Local Government Code; and

WHEREAS, home rule cities are authorized to enter into agreements with one another for the performance of any governmental service, activity or undertaking; and

WHEREAS, by voter approval of a referendum on the 25<sup>th</sup> day of March, 1995, COLLEGE STATION expanded library services and constructed its own library facility, hereinafter referred to as the Larry J. Ringer Library, within its city limits; and

WHEREAS, BRYAN has operated a community library since 1903 and has received accreditation by the Texas State Library; and

WHEREAS BRYAN has the expertise to manage a library system that is accredited by the Texas State Library; and

WHEREAS, BRYAN and COLLEGE STATION previously partnered together by mutual agreement for a combined Library System which has included libraries located in both municipalities; and

WHEREAS, BRYAN and COLLEGE STATION desire to continue such a shared program, as being in the best interests of providing a cost effective service to their shared communities.

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## ARTICLE II. MANAGEMENT AND STAFFING

- 2.01 BRYAN shall be responsible for providing College Station Library Services. COLLEGE STATION shall pay for these services as set forth in this Agreement, including Exhibits "A" and "B" which are attached hereto and incorporated by reference herein.
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- 2.03 Upon termination of this Agreement, BRYAN's employees in good standing located at the Larry J. Ringer Library may elect to apply for employment with BRYAN, if positions are available. In any event, the said employees may apply for employment as library employees with COLLEGE STATION. Upon transfer of employment to COLLEGE STATION, COLLEGE STATION shall provide to its library employees the same benefits as provided to other COLLEGE STATION employees. COLLEGE STATION shall waive any waiting period for any and all benefits, unless otherwise required by law.
- 2.04 The Library System Director will review and consider implementation of the College Station 2014 Library Audit Report and findings and will work with College Station over the extended term of the agreement for possible implementation of the findings. Any savings in personnel costs would be recaptured, so as to supplement the Ringer Library materials budget.

## ARTICLE III. BOOKS AND OTHER MATERIALS

- 3.01 BRYAN shall be responsible for the purchase of materials for the Larry J. Ringer Library after conferring with the COLLEGE STATION City Manager or his designee. The COLLEGE STATION Parks Director shall review and approve the Library System Director's recommended selection of Larry J. Ringer library materials. The Library System Director may be given access to one or more College Station library funds as COLLEGE STATION may authorize to enable BRYAN to carry out its obligations hereunder.
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- 3.03 BRYAN shall exercise the same degree of care in the keeping, preservation, and maintenance of materials and other physical assets on the Premises as it exercises in the keeping, maintenance, and preservation of its own public library property.

- 3.04 BRYAN shall ensure that The Larry J. Ringer Library will maintain a materials collection that is typical for a library of its size serving a family and college-oriented community like COLLEGE STATION for use by the general public.

#### ARTICLE IV. PROGRAMS AND OTHER SERVICES

- 4.01 BRYAN agrees to provide College Station Library Services as set forth in this Agreement. This includes providing, managing and paying personnel necessary to operate the Larry J. Ringer Library; maintaining regular hours of business; purchasing materials and electronic subscriptions or rights of access to various data bases for the library, managing the borrowing or accessing of materials; tracking when materials are accessed, checked out, returned, paid for, fines paid and revenue received; operational budgeting; paying invoices associated with library activity; maintaining software related to the provision of library functions; and any and all other library services typical to the overall functioning of the Premises as a public library unless expressly provided for otherwise pursuant to the terms of this Agreement. The term College Station Library Services shall also include a portion of the salaries and benefits for the Library System Director as well as a pro rata share of indirect costs as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- 4.02 BRYAN operates one or more libraries outside of the city limits of COLLEGE STATION. Collectively the libraries operated by BRYAN on the Premises and elsewhere throughout the community at large shall be referred to as the Bryan + College Station Library System (the "System"). This includes operation of the Twin City Inter-Library Loan Program under the direction of Library System Director. The Twin City Inter-Library Loan Program is the van delivery service that transfers library materials between the Larry J. Ringer Library and other libraries within the System. This loan program is included in the College Station Library Services to be provided by BRYAN to the Premises and the program costs are shared equally (50/50) among the parties. Program costs shall include vehicle replacement, maintenance, fuel, and staff time and will be reconciled at the end of each fiscal year, as provided in paragraph 7.02 and Exhibit A. All City of Bryan employees who drive vehicles for the Twin City Inter-Library Loan Program shall be in compliance with the City of Bryan's driver safety program as outlined in the City of Bryan Employee Handbook.
- 4.03 College Station Library Services to be performed by BRYAN include the housing, operation, upgrade and maintenance of the main computer system used by the Bryan + College Station Library System to check in and out items, track book collections, and other collections, etc. BRYAN will perform system back-ups, generate overdue notices and other reports as necessary. Significant upgrades and replacement of the main computer system and any other shared information technology may occur only with mutual agreement of both Cities.
- 4.04 Except as provided above, COLLEGE STATION shall maintain all hardware and software for the work stations that are in use at the Larry J. Ringer Library; and, notwithstanding any provision in this Agreement to the contrary, those workstations and the hardware and software related thereto remain the property of COLLEGE STATION.

- 4.05 BRYAN and COLLEGE STATION agree to maintain a secure network tunnel related to the Premises use as a public library and provision of College Station Library Services between the two entities for the purpose of maintaining interoperability and carrying out the obligations of each party as set forth in this Agreement.

#### ARTICLE V. HOURS OF OPERATION

- 5.01 The Bryan + College Station Public Library System shall maintain operating hours as the parties shall mutually agree upon on an annual basis, subject to annual budget appropriations.

#### ARTICLE VI. INSURANCE AND LIABILITY

- 6.01 COLLEGE STATION shall maintain insurance on the Premises for the Larry J. Ringer Library, including the structures, as well as insurance for personal injury or property damage as it requires for other municipal property. COLLEGE STATION will maintain liability insurance on all vehicles owned by it used to fulfill its obligations hereunder, including property damage and bodily injury.
- 6.02 BRYAN shall maintain workers compensation coverage for its employees on the Premises and shall carry such other liability insurance coverage for its employees, contractors, volunteers and agents engaged in providing services pursuant to this Agreement as it would for its other libraries within the System.
- 6.03 Hold Harmless. The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the terms of this Agreement, as permitted by law.
- 6.04 The insurance benefits provided by BRYAN to the employees retained under the terms of this Agreement shall be the same as provided to all other BRYAN employees.
- 6.05 BRYAN shall, to the extent permitted by law, indemnify, and hold COLLEGE STATION harmless from any liability incurred from the hiring, employment or termination of any employee under this Agreement, and its use of any contractor, agent or volunteer in providing College Station Library Services.

#### ARTICLE VII. FINANCIAL

- 7.01 COLLEGE STATION and BRYAN agree to abide by and share in the development and implementation of a budget for the Premises as set forth herein. The budget shall include at a minimum the cost of College Station Library Services to be performed by BRYAN, the cost of janitorial services, the cost of maintaining and purchasing library materials, building and premises maintenance and operation, and any and all other miscellaneous costs as may be required or desired by COLLEGE STATION related to the upkeep and improvement of the Premises. Said costs shall collectively be referred to as the College Station Library Costs. COLLEGE STATION is responsible for paying the College Station Library Costs as set forth herein.
- 7.02 By May 31st of each year, BRYAN shall submit to COLLEGE STATION its projected costs in providing College Station Library Services and janitorial services. The projected costs in providing such services shall be provided by BRYAN to COLLEGE STATION in such reasonable detail as COLLEGE STATION may require. COLLEGE STATION shall prepare a complete budget for the College Station Library Costs which shall include the projected costs of College Station Library Services and janitorial services to be provided by BRYAN. Such budget shall be a part of the COLLEGE STATION general budget and shall include all costs necessary to operate the Premises in a professional manner, including those expenditures associated with operating the library.
- 7.03 Both parties agree that the proposed budget for College Station Library Services shall be duly approved by the governing body for each. Both parties will advise the other as to the approved annual budget as promptly as possible. It is understood by the parties that the approval of the budget is a legislative function.
- 7.04 Total Bryan + College Station Library System revenues will be allocated to each City respectively based upon the ratio of the present number of each City's materials to the total number of materials in the Bryan + College Station Library System. Restricted gift revenue, endowments and other financial resources not generated as revenue from the provision of library services will be excluded from this calculation. At the end of each budget cycle actual expenditures shall be offset by credits pursuant to the formula as set forth in Exhibit "A."
- 7.05 At the time the proposed costs for College Station Library Services and janitorial services is submitted by BRYAN as described in this article, the BRYAN City Manager or his representative shall include a cover letter indicating what amounts, if any, remain unspent or unencumbered or how much is still owed for which there is an insufficient budgeted amount from the College Station Library Services and janitorial services line items that were adopted as part of the budget for the College Station Library Costs for the most recently closed fiscal year. Said funds shall be applied as an adjustment to or against the next fiscal year's College Station Library Services, as the case may be.
- 7.06 In the event this Agreement is terminated, all unspent or unencumbered funds and all remaining revenue allocations shall be promptly remitted to COLLEGE STATION.
- 7.07 The computation of the actual amount to be paid by COLLEGE STATION to BRYAN each fiscal year shall be as described in "Exhibit A".
- 7.08 No budgetary transfer of funds involving capital accounts shall be made without the approval of the COLLEGE STATION City Manager or his representative.

ARTICLE VIII. MANNER OF PAYMENT

- 8.01 COLLEGE STATION agrees to pay BRYAN as set forth herein. COLLEGE STATION shall pay BRYAN the amount it owes for the current fiscal year pursuant to the terms of this Agreement, including Exhibits "A" and "B" for services to be performed by BRYAN in twelve (12) equal monthly installments due on the first day of each month.
- 8.02 In addition to the consideration paid herein, COLLEGE STATION shall make available to BRYAN a monetary amount to be determined annually by COLLEGE STATION through the budget appropriation process in consultation with the Library System Director, to be used by BRYAN for the purchase of Larry J. Ringer Library materials.

ARTICLE IX. REPORTING AND ACCOUNTING

- 9.01 Within twenty (20) days of the end of the previous month, BRYAN shall send to the COLLEGE STATION City Manager or his representative a monthly expense budget report and account activity report.
- 9.02 BRYAN shall promptly submit all invoices relating to expenditures from any COLLEGE STATION purchase orders provided by COLLEGE STATION to BRYAN for the purchase of library materials.
- 9.03 Promptly after the close of the BRYAN fiscal year, BRYAN shall furnish to COLLEGE STATION, in such reasonable detail as COLLEGE STATION may require, an accounting of the expenditures made and revenues generated hereunder as well as any credits remaining.
- 9.04 The COLLEGE STATION City Manager or his representative shall conduct an annual review of the Larry J. Ringer Library with the Library System Director in February of each year this Agreement is in effect. The annual review shall include, but is not limited to, library performance measures, library goals, library operation changes, and renewal of this Agreement. Performance measures will be reported quarterly to the COLLEGE STATION City Manager or his representative.

ARTICLE X. ADVISORY BOARD

- 10.01 A Bryan + College Station Library System Advisory Board was established January 1, 1998. The Advisory Board is comprised of eight (8) members serving two year terms with each respective City appointing four (4) members. To provide for continuity within the Advisory Board, the term of two (2) Board members appointed by each City shall expire annually.
- 10.02 The duties of the Bryan + College Station Library System Advisory Board will be to encourage the development of the Bryan + College Station Library System; recommend to the City Councils of the parties policies and programs for the advancement of the Bryan + College Station Library System; cooperate with all other public and private groups in advancing the best interest of the Bryan + College Station Library System; and render to

the City Councils all recommendations it considers advisable regarding the Bryan + College Station Library System.

- 10.03 Any questions regarding permissible COLLEGE STATION facility or property use by third parties which is unrelated to library usage will be directed to the COLLEGE STATION Legal Department.

#### ARTICLE XI. TERM

- 11.01 The term of this Amended Agreement shall be for one year, shall automatically renew annually for up to one additional year term, and shall be effective from October 1<sup>st</sup> of each year until September 30<sup>th</sup> of the following year (annual fiscal year). The Amended Agreement will expire October 1, 2016 unless otherwise renewed. The obligations of the parties to this Agreement are subject to the annual budget appropriation for each City.
- 11.02 Either party may terminate this Agreement by written notice sent not less than six (6) months prior to the annual expiration date.
- 11.03 This Agreement is the entire Agreement of the parties and may be changed or amended only by written agreement of both parties.
- 11.04 In the event of termination of this Agreement, COLLEGE STATION and BRYAN shall return to the other entity any of the other's personalty, and BRYAN shall reimburse COLLEGE STATION its pro rata share of any prepaid subscriptions or services. Notwithstanding the foregoing, all library materials purchased for the Premises pursuant to this Agreement shall be the property of COLLEGE STATION.

*(The remainder of this page intentionally left blank.)*

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**CITY OF BRYAN**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

Exhibit A

Payment Formula:  $P = CB + I + BV - R - IL$

P = Total amount COLLEGE STATION will pay BRYAN in upcoming fiscal year.

CB = Current fiscal year COLLEGE STATION Library Services and janitorial services for Larry J. Ringer Library to be provided for by BRYAN.

I = Estimated BRYAN Indirect Costs for Larry J. Ringer Library in upcoming fiscal year as calculated per Exhibit "B".

BV = Prior fiscal year COLLEGE STATION Library Services variance for Larry J. Ringer Library.

R = Prior year Larry J. Ringer Library revenue.

IL = Payment due from BRYAN to COLLEGE STATION for 50% of costs associated with the O&M costs for Twin City Inter-Library Loan Program.

EXHIBIT B  
INDIRECT COSTS

1. Executive Services
2. Communications & Marketing
3. Internal Audit
4. Finance
5. Budget
6. Purchasing
7. Information Technology
8. Human Resources

\*COLLEGE STATION's share of the above indirect costs are based on a study conducted regularly from an independent firm.



## Legislation Details (With Text)

**File #:** 14-703      **Version:** 1      **Name:** Davita - Third Amendment to Lease Agreement  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 9/18/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action and discussion on a third amendment to the current lease between the City of College Station and DVA Renal Healthcare, Inc. formerly known as Gambro Healthcare of Texas, Inc. (aka DaVita, Inc.) in the Chimney Hill Shopping Center, extending the lease for a period of three (3) months.  
**Sponsors:** Chuck Gilman  
**Indexes:**  
**Code sections:**  
**Attachments:** [DaVita - 3rd Amendment.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a third amendment to the current lease between the City of College Station and DVA Renal Healthcare, Inc. formerly known as Gambro Healthcare of Texas, Inc. (aka DaVita, Inc.) in the Chimney Hill Shopping Center, extending the lease for a period of three (3) months.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Diverse Growing Economy

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

**Summary:**

In 1997, DVA Renal Healthcare, Inc. (DaVita) signed a 10-year lease agreement for 10,016 square feet of space in the Chimney Hill Shopping Center at a rate of \$26.57 per SF. The agreement provided the tenant with three successive five-year renewal options. Davita thus had the right under the lease to elect renewal for three additional terms of five years each. In 2007, the tenant exercised its first five-year renewal option. When the lease term was again set to expire in August of 2012, DaVita requested, and the City Council approved, a lease amendment extending their lease by one year, in lieu of the second 5-year lease option. However, Davita still retained their right under the lease to the final 5-year lease renewal at the end of this one-year term. As preparation for the Chimney Hill sale, city staff in 2013 negotiated with DaVita to reduce that remaining 5-year lease option to 18 months, contingent upon a 15% reduction in the minimum monthly rent. Thus, under the second amendment to the lease, Davita's lease now expires on February 14, 2015, with no further renewal options.

Davita, however, is now requesting that the City extend their lease from February 14, 2015 to May 14, 2015 or for an additional three (3) month period. The prospective Chimney Hill buyer was

advised of DaVita's requested lease extension; they had no objections.

Budget & Financial Summary: The City will continue to receive lease payments in the amount of \$18,850.52 per month until the time the Chimney Hill property closes.

**Attachments:**

1. Third Amendment to the Lease

### THIRD AMENDMENT TO LEASE

This THIRD AMENDMENT TO LEASE (the "Third Amendment") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between THE CITY OF COLLEGE STATION ("Landlord") and DVA RENAL HEALTHCARE, INC. ("Tenant").

#### RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease dated April 28, 1997, as amended by that certain First Amendment to Lease dated February 20, 2012 (the "First Amendment"), and that certain Second Amendment to Lease dated July 25, 2013 (the "Second Amendment"), (collectively, the "Lease"), concerning approximately 10,016 rentable square feet of space located at 701 University Drive, College Station, Texas (the "Premises"); and

WHEREAS, the current term of the Lease is set to expire on February 14, 2015, and the parties wish to extend the Lease for a period of three months such that it will expire on May 14, 2015; and

WHEREAS, the parties desire to amend the Lease in accordance with the terms herein below stated.

#### AMENDMENT:

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration exchanged by each of the parties to this Third Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree to as follows:

1. **Extended Term.** The term of the Lease shall be extended for three months Commencing on February 15, 2015 and expiring on May 14, 2015 (the "Extended Term").
2. **Early Termination Option.** Tenant shall have the right to terminate this Lease with ten days written notice to Landlord during the Extended Term (the "Early Termination Option").
3. **Minimum Rent.** Notwithstanding anything to the contrary in the Lease, throughout the Extended Term, Tenant shall pay Minimum Rent in the amount of \$18,850.52 per month based on an annual rental rate of \$22.58 per rentable square foot.
4. **Miscellaneous.**
  - 4.1 **Counterparts.** This Third Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

- 4.2 **Entire Agreement.** This Third Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- 4.3 **Authority.** The parties signing below on behalf of the parties hereto represent and warrant that they have the authority and power to bind their respective party.
- 4.4 **Terms.** Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Lease.
- 4.5 **Consents.** Landlord hereby represents and warrants to Tenant that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this Third Amendment. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Landlord's failure to obtain all such required consents.
- 4.6 **Conflicts.** Except to the extent expressly stated, modified or amended herein, all terms and conditions of the Lease are ratified and confirmed and shall remain in effect as originally written. The parties agree that in the event of any conflict between the terms of the Lease, as heretofore amended, and this Third Amendment, the provisions of this Third Amendment shall control.
- 4.7 **Parties Bound.** This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have on the dates set forth below executed this Third Amendment to be effective as of the Effective Date.

LANDLORD:

TENANT:

CITY OF COLLEGE STATION

DVA RENAL HEALTHCARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

By:   
Name: David Blank  
Title: Divisional VP  
Date: 9/24/14

ATTEST:

FOR TENANT'S INTERNAL PURPOSES  
ONLY:  
APPROVAL AS TO FORM ONLY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Secretary  
Date: \_\_\_\_\_

By:   
Name: Mike Geiger  
Title: Assistant General Counsel

APPROVED:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Executive Director of Fiscal Services  
Date: \_\_\_\_\_



Legislation Details (With Text)

**File #:** 14-706      **Version:** 1      **Name:** Three Phase Transformers  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 9/19/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action and discussion on a bid award for the annual purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$563,601 and will be awarded by line item to the lowest responsible bidder.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [TabulationThree Phase Transformer Inventory.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a bid award for the annual purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$563,601 and will be awarded by line item to the lowest responsible bidder.

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

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

Texas Electric Cooperatives	\$ 279,709.00
Techline	\$ 240,732.00
KBS	\$ 43,160.00
<b>TOTAL</b>	<b>\$563,601.00</b>

**Summary:** Eight (8) sealed competitive bids were received and opened on August 22, 2014. Electric staff evaluated the bids for compliance to the needed specifications. Line items were awarded to the lowest responsible bidders for their respective bid items. Several bids were non-compliant due to height and delivery issues, and were therefore not considered. The #3 bid from Texas Electric Cooperatives (TEC) was an “all or nothing” bid, and was not considered due to some non-conforming heights bid. The bid from HD Supply was not considered because of past untimely delivery issues.

Upon Council approval, blanket purchase orders will be issued to the vendors recommended for award. The materials will be placed and maintained in the electrical inventory and expended as needed.

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

**Reviewed and Approved by Legal:** N/A

**Attachments:** Bid Tabulation #14-086



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**SUMMARY**

<u>Award by Item</u>	<u>Vendor</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>	<u>Delivery</u>
Item #1 75 KVA Padmount Transformer 208/120 Inventory #285-086-00037	TEC	GE	1	\$5,184	\$5,184	10 weeks
Item #2 112.5 KVA Padmount Transformer 208/120 Inventory #285-086-00038	TEC	GE	6	\$5,488	\$32,928	10 weeks
Item #3 150 KVA Padmount Transformer 208/120 Inventory #285-086-00039	TEC	GE	4	\$5,723	\$22,892	10 weeks
Item #4 225 KVA Padmount Transformer 208/120 Inventory #285-086-00040	Techline	Howard	6	\$7,330	\$43,980	10-12 weeks
Item #5 300 KVA Padmount Transformer 208/120 Inventory #285-086-00041	Techline	Howard	10	\$8,517	\$85,170	10-12 weeks
Item #6 500 KVA Padmount Transformer 208/120 Inventory #285-086-00042	KBS	Ermco	4	\$10,790	\$43,160	10-12 weeks
Item #7 750 KVA Padmount Transformer 208/120 Inventory #285-086-00043	TEC	GE	1	\$14,075	\$14,075	14 weeks
Item #8 1000 KVA Padmount Transformer 208/120 Inventory #285-086-00044	TEC	GE	1	\$18,455	\$18,455	14 weeks
Item #9 112.5 KVA Padmount Transformer 480/277 Inventory #285-086-00045	TEC	GE	2	\$5,441	\$10,882	10 weeks
Item #10 150 KVA Padmount Transformer 480/277 Inventory #285-086-00046	TEC	GE	2	\$5,610	\$11,220	10 weeks
Item #11 225 KVA Padmount Transformer 480/277 Inventory #285-086-00047	TEC	GE	2	\$6,975	\$13,950	10 weeks
Item #12 300 KVA Padmount Transformer 480/277 Inventory #285-086-00048	Techline	Howard	6	\$8,079	\$48,474	10-12 weeks
Item #13 500 KVA Padmount Transformer 480/277 Inventory #285-086-00049	Techline	Howard	6	\$10,518	\$63,108	10-12 weeks
Item #14 750 KVA Padmount Transformer 480/277 Inventory #285-086-00050	TEC	GE	1	\$11,255	\$11,255	14 weeks
Item #15 1000 KVA Padmount Transformer 480/277 Inventory #285-086-00051	TEC	GE	1	\$13,890	\$13,890	14 weeks
Item #16 1500 KVA Padmount Transformer 480/277 Inventory #285-086-00052	TEC	GE	4	\$18,631	\$74,524	14 weeks
Item #17 2000 KVA Padmount Transformer 480/277 Inventory #285-086-00053	TEC	GE	1	\$25,010	\$25,010	14 weeks
Item #18 2500 KVA Padmount Transformer 480/277 Inventory #285-086-00054	TEC	GE	1	\$25,444	\$25,444	14 weeks
				Total	\$563,601	
				TEC	\$279,709	
				Techline	\$240,732	
				KBS	\$43,160	
					<u>\$563,601</u>	



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 1**

**ITEM DESCRIPTION: 75 KVA Padmount Transformer 208/120**

**Order Quantity: 1**

**INVENTORY #: 285-086-00037**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$5,338.00	\$5,338.00	\$6,843.12	10-12
Wesco	ABB	\$6,294.73	\$6,294.73	\$7,648.86	12-14
TEC#1	Ermco	\$6,030.00	\$6,030.00	\$7,523.86	10-12
TEC#2	GE Prolec	\$5,184.00	\$5,184.00	\$6,678.11	10
TEC#3	GE Prolec	\$5,133.00	\$5,133.00	\$6,627.11	10
VanTran	VanTran	\$8,205.00	\$8,205.00	\$9,784.27	10-12
KBS#1	Cooper	\$7,526.00	\$7,526.00	\$9,070.66	17-19
KBS#2	Ermco	\$5,908.00	\$5,908.00	\$7,401.86	10-12
HD Supply	GE Prolec	\$5,238.95	\$5,238.95	\$6,733.06	10
Irby#1	Ermco	\$6,362.66	\$6,362.66	\$7,856.52	10-12
Irby#2	Cooper	\$7,658.49	\$7,658.49	\$9,203.15	17-19
PM&N	CG Power	\$5,316.00	\$5,316.00	\$6,832.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 2**

**ITEM DESCRIPTION: 112.5 KVA Padmount Transformer 208/120**

**Order Quantity: 6**

**INVENTORY #: 285-086-00038**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$5,620.00	\$33,720.00	\$7,602.30	10-12
Wesco	ABB	\$6,927.08	\$41,562.48	\$8,785.55	12-14
TEC#1	Ermco	\$6,482.00	\$38,892.00	\$8,580.06	10-12
TEC#2	GE Prolec	\$5,488.00	\$32,928.00	\$7,545.12	10
TEC#3	GE Prolec	\$5,433.00	\$32,598.00	\$7,490.12	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$7,982.00	\$47,892.00	\$10,046.64	17-19
KBS#2	Ermco	\$6,379.00	\$38,274.00	\$8,477.06	10-12
HD Supply	GE Prolec	\$5,545.26	\$33,271.56	\$7,602.38	10
Irby#1	Ermco	\$6,691.39	\$40,148.34	\$8,789.45	10-12
Irby#2	Cooper	\$8,033.72	\$48,202.32	\$10,098.36	17-19
PM&N	CG Power	\$5,737.00	\$34,422.00	\$7,822.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 3**

**ITEM DESCRIPTION: 150 KVA Padmount Transformer 208/120**

**Order Quantity: 4**

**INVENTORY #: 285-086-00039**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$6,050.00	\$24,200.00	\$8,498.21	10-12
Wesco	ABB	\$7,421.05	\$29,684.20	\$9,586.37	12-14
TEC#1	Ermco	\$6,987.00	\$27,948.00	\$9,585.26	10-12
TEC#2	GE Prolec	\$5,723.00	\$22,892.00	\$8,223.56	10
TEC#3	GE Prolec	\$5,665.00	\$22,660.00	\$8,165.56	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$8,444.00	\$33,776.00	\$11,013.46	17-19
KBS#2	Ermco	\$6,871.00	\$27,484.00	\$9,469.26	10-12
HD Supply	GE Prolec	\$5,783.16	\$23,132.64	\$8,283.72	10
Irby#1	Ermco	\$7,291.30	\$29,165.20	\$9,889.56	10-12
Irby#2	Cooper	\$8,561.12	\$34,244.48	\$11,130.78	17-19
PM&N	CG Power	\$6,262.00	\$25,048.00	\$8,817.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 4**

**ITEM DESCRIPTION: 225 KVA Padmount Transformer 208/120**

**Order Quantity: 6**

**INVENTORY #: 285-086-00040**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$7,330.00	\$43,980.00	\$10,637.66	10-12
Wesco	ABB	\$8,489.58	\$50,937.48	\$11,737.39	12-14
TEC#1	Ermco	\$8,030.00	\$48,180.00	\$11,549.81	10-12
TEC#2	GE Prolec	\$7,042.00	\$42,252.00	\$10,474.98	10
TEC#3	GE Prolec	\$6,971.00	\$41,826.00	\$10,403.98	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$9,345.00	\$56,070.00	\$12,813.21	17-19
KBS#2	Ermco	\$7,880.00	\$47,280.00	\$11,399.81	10-12
HD Supply	GE Prolec	\$7,115.79	\$42,694.74	\$10,548.77	10
Irby#1	Ermco	\$8,290.30	\$49,741.80	\$11,810.11	10-12
Irby#2	Cooper	\$9,305.20	\$55,831.20	\$12,773.41	17-19
PM&N	CG Power	\$7,245.00	\$43,470.00	\$10,721.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 5**

**ITEM DESCRIPTION: 300 KVA Padmount Transformer 208/120**

**Order Quantity: 10**

**INVENTORY #: 285-086-00041**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$8,517.00	\$85,170.00	\$12,623.24	10-12
Wesco	ABB	\$9,428.00	\$94,280.00	\$13,518.95	12-14
TEC#1	Ermco	\$9,142.00	\$91,420.00	\$13,426.95	10-12
TEC#2	GE Prolec	\$8,124.00	\$81,240.00	\$12,338.92	10
TEC#3	GE Prolec	\$8,043.00	\$80,430.00	\$12,257.92	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$10,310.00	\$103,100.00	\$14,588.34	17-19
KBS#2	Ermco	\$8,978.00	\$89,780.00	\$13,262.95	10-12
HD Supply	GE Prolec	\$8,209.47	\$82,094.70	\$12,424.39	10
Irby#1	Ermco	\$9,427.47	\$94,274.70	\$13,712.42	10-12
Irby#2	Cooper	\$10,211.17	\$102,111.70	\$14,489.51	17-19
PM&N	CG Power	\$8,195.00	\$81,950.00	\$12,470.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 6**

**ITEM DESCRIPTION: 500 KVA Padmount Transformer 208/120**

**Order Quantity: 4**

**INVENTORY #: 285-086-00042**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$11,040.00	\$44,160.00	\$17,702.73	10-12
Wesco	ABB	\$12,500.00	\$50,000.00	\$19,025.95	12-14
TEC#1	Ermco	\$11,019.00	\$44,076.00	\$18,186.26	10-12
TEC#2	GE Prolec	\$9,247.00	\$36,988.00	\$16,185.18	10
TEC#3	GE Prolec	\$9,154.00	\$36,616.00	\$16,092.18	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$12,574.00	\$50,296.00	\$19,626.66	17-19
KBS#2	Ermco	\$10,790.00	\$43,160.00	\$17,957.26	10-12
HD Supply	GE Prolec	\$9,344.21	\$37,376.84	\$16,282.39	10
Irby#1	Ermco	\$11,498.90	\$45,995.60	\$18,666.16	10-12
Irby#2	Cooper	\$12,587.84	\$50,351.36	\$19,640.50	17-19
PM&N	CG Power	\$10,170.00	\$40,680.00	\$17,200.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 7**

**ITEM DESCRIPTION: 750 KVA Padmount Transformer 208/120**

**Order Quantity: 1**

**INVENTORY #: 285-086-00043**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$16,265.00	\$16,265.00	\$25,574.86	10-12
Wesco	ABB	\$16,631.57	\$16,631.57	\$25,755.23	12-14
TEC#1	Ermco	\$14,590.00	\$14,590.00	\$24,279.10	10-12
TEC#2	GE Prolec	\$14,075.00	\$14,075.00	\$23,729.91	14
TEC#3	GE Prolec	\$13,934.00	\$13,934.00	\$23,588.91	14
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$16,796.00	\$16,796.00	\$26,399.54	17-19
KBS#2	Ermco	\$14,294.00	\$14,294.00	\$23,983.10	10-12
HD Supply	GE Prolec	\$14,223.16	\$14,223.16	\$23,878.07	14
Irby#1	Ermco	\$15,392.00	\$15,392.00	\$25,081.10	10-12
Irby#2	Cooper	\$16,904.89	\$16,904.89	\$28,376.43	17-19
PM&N	CG Power	\$15,701.00	\$15,701.00	\$25,210.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 8**

**ITEM DESCRIPTION: 1000 KVA Padmount Transformer 208/120**

**Order Quantity: 1**

**INVENTORY #: 285-086-00044**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$20,839.00	\$20,839.00	\$32,415.57	10-12
Wesco	ABB	\$18,684.00	\$18,684.00	\$30,256.83	12-14
TEC#1	Ermco	\$18,935.00	\$18,935.00	\$30,503.89	10-12
TEC#2	GE Prolec	\$18,455.00	\$18,455.00	\$30,565.99	14
TEC#3	GE Prolec	\$18,271.00	\$18,271.00	\$30,381.99	14
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$19,294.00	\$19,294.00	\$31,261.80	17-19
KBS#2	Ermco	\$18,574.00	\$18,574.00	\$30,142.89	10-12
HD Supply	GE Prolec	\$18,649.47	\$18,649.47	\$30,760.46	14
Irby#1	Ermco	\$19,758.69	\$19,758.69	\$31,327.58	10-12
Irby#2	Cooper	\$19,314.40	\$19,314.40	\$31,282.20	17-19
PM&N	CG Power	\$19,531.00	\$19,531.00	\$31,320.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 9**

**ITEM DESCRIPTION: 112.5 KVA Padmount Transformer 480/277**

**Order Quantity: 2**

**INVENTORY #: 285-086-00045**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$5,688.00	\$11,376.00	\$7,653.52	10-12
Wesco	ABB	\$7,000.00	\$14,000.00	\$8,790.42	12-14
TEC#1	Ermco	\$6,522.00	\$13,044.00	\$8,595.71	10-12
TEC#2	GE Prolec	\$5,441.00	\$10,882.00	\$7,368.32	10
TEC#3	GE Prolec	\$5,386.00	\$10,772.00	\$7,313.32	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$7,968.00	\$15,936.00	\$10,006.43	17-19
KBS#2	Ermco	\$6,399.00	\$12,798.00	\$8,472.71	10-12
HD Supply	GE Prolec	\$5,497.89	\$10,995.78	\$7,425.21	10
Irby#1	Ermco	\$6,842.66	\$13,685.32	\$8,916.37	10-12
Irby#2	Cooper	\$8,063.60	\$16,127.20	\$10,102.03	17-19
PM&N	CG Power	\$5,667.00	\$11,334.00	\$7,734.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 10**

**ITEM DESCRIPTION: 150 KVA Padmount Transformer 480/277**

**Order Quantity: 2**

**INVENTORY #: 285-086-00046**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owing Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$6,082.00	\$12,164.00	\$8,531.44	10-12
Wesco	ABB	\$7,526.00	\$15,052.00	\$9,571.51	12-14
TEC#1	Ermco	\$6,910.00	\$13,820.00	\$9,499.50	10-12
TEC#2	GE Prolec	\$5,610.00	\$11,220.00	\$8,147.39	10
TEC#3	GE Prolec	\$5,554.00	\$11,108.00	\$8,091.39	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$8,282.00	\$16,564.00	\$10,838.35	17-19
KBS#2	Ermco	\$6,777.00	\$13,554.00	\$9,336.50	10-12
HD Supply	GE Prolec	\$5,497.89	\$10,995.78	\$7,425.21	10
Irby#1	Ermco	\$7,210.88	\$14,421.76	\$9,800.38	10-12
Irby#2	Cooper	\$8,336.12	\$16,672.24	\$10,892.47	17-19
PM&N	CG Power	\$6,112.00	\$12,224.00	\$8,646.00	

Low Bid

All or none bid - not applicable

Exceeds height limit

Unacceptable delivery history



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 11**

**ITEM DESCRIPTION: 225 KVA Padmount Transformer 480/277**

**Order Quantity: 2**

**INVENTORY #: 285-086-00047**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$7,095.00	\$14,190.00	\$10,432.31	10-12
Wesco	ABB	\$8,684.00	\$17,368.00	\$11,655.37	12-14
TEC#1	Ermco	\$7,763.00	\$15,526.00	\$11,281.58	10-12
TEC#2	GE Prolec	\$6,975.00	\$13,950.00	\$10,371.16	10
TEC#3	GE Prolec	\$6,905.00	\$13,810.00	\$10,301.16	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$9,102.00	\$18,204.00	\$12,554.30	17-19
KBS#2	Ermco	\$7,612.00	\$15,224.00	\$11,130.58	10-12
HD Supply	GE Prolec	\$7,048.42	\$14,096.84	\$10,444.58	10
Irby#1	Ermco	\$8,057.29	\$16,114.58	\$11,575.87	10-12
Irby#2	Cooper	\$9,062.60	\$18,125.20	\$12,504.90	17-19
PM&N	CG Power	\$7,083.00	\$14,166.00	\$10,448.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 12**

**ITEM DESCRIPTION: 300 KVA Padmount Transformer 480/277**

**Order Quantity: 6**

**INVENTORY #: 285-086-00048**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$8,079.00	\$48,474.00	\$12,153.96	10-12
Wesco	ABB	\$9,631.00	\$57,786.00	\$13,234.19	12-14
TEC#1	Ermco	\$8,800.00	\$52,800.00	\$13,115.83	10-12
TEC#2	GE Prolec	\$7,645.00	\$45,870.00	\$11,932.95	10
TEC#3	GE Prolec	\$7,568.00	\$45,408.00	\$11,855.95	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$9,863.00	\$59,178.00	\$14,122.64	17-19
KBS#2	Ermco	\$8,628.00	\$51,768.00	\$12,943.83	10-12
HD Supply	GE Prolec	\$7,725.26	\$46,351.56	\$12,013.21	10
Irby#1	Ermco	\$9,083.87	\$54,503.22	\$13,399.70	10-12
Irby#2	Cooper	\$9,820.79	\$58,924.74	\$14,080.43	17-19
PM&N	CG Power	\$7,836.00	\$47,016.00	\$12,074.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 13**

**ITEM DESCRIPTION: 500 KVA Padmount Transformer 480/277**

**Order Quantity: 6**

**INVENTORY #: 285-086-00049**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$10,518.00	\$63,108.00	\$16,997.13	10-12
Wesco	ABB	\$11,737.00	\$70,422.00	\$17,604.06	12-14
TEC#1	Ermco	\$13,908.00	\$83,448.00	\$23,378.23	10-12
TEC#2	GE Prolec	\$8,867.00	\$53,202.00	\$15,704.53	10
TEC#3	GE Prolec	\$8,778.00	\$52,668.00	\$15,615.53	10
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$11,686.00	\$70,116.00	\$18,669.05	17-19
KBS#2	Ermco	\$11,331.00	\$67,986.00	\$17,335.44	10-12
HD Supply	GE Prolec	\$8,960.00	\$53,760.00	\$15,797.53	10
Irby#1	Ermco	\$11,932.33	\$71,593.98	\$17,932.33	10-12
Irby#2	Cooper	\$11,574.00	\$69,444.00	\$18,557.05	17-19
PM&N	CG Power	\$9,667.00	\$58,002.00	\$16,105.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 14**

**ITEM DESCRIPTION: 750 KVA Padmount Transformer 480/277**

**Order Quantity: 1**

**INVENTORY #: 285-086-00050**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$13,701.00	\$13,701.00	\$22,918.68	10-12
Wesco	ABB	\$16,368.42	\$16,368.42	\$24,351.07	12-14
TEC#1	Ermco	\$13,908.00	\$13,908.00	\$23,378.23	10-12
TEC#2	GE Prolec	\$11,255.00	\$11,255.00	\$20,319.14	14
TEC#3	GE Prolec	\$11,143.00	\$11,143.00	\$20,207.14	14
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$15,888.00	\$15,888.00	\$25,305.68	17-19
KBS#2	Ermco	\$13,644.00	\$13,644.00	\$23,114.23	10-12
HD Supply	GE Prolec	\$11,373.68	\$11,373.68	\$20,437.82	10
Irby#1	Ermco	\$14,672.50	\$14,672.50	\$24,142.73	10-12
Irby#2	Cooper	\$15,992.20	\$15,992.20	\$25,409.88	17-19
PM&N	CG Power	\$12,449.00	\$12,449.00	\$21,953.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 15**

**ITEM DESCRIPTION: 1000 KVA Padmount Transformer 480/277**

**Order Quantity: 1**

**INVENTORY #: 285-086-00051**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$16,824.00	\$16,824.00	\$28,245.28	10-12
Wesco	ABB	\$18,473.68	\$18,473.68	\$28,950.76	12-14
TEC#1	Ermco	\$16,643.00	\$16,643.00	\$28,624.51	10-12
TEC#2	GE Prolec	\$13,890.00	\$13,890.00	\$25,011.81	14
TEC#3	GE Prolec	\$13,751.00	\$13,751.00	\$24,872.81	14
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$17,651.00	\$17,651.00	\$29,615.56	17-19
KBS#2	Ermco	\$16,330.00	\$16,330.00	\$28,311.51	10-12
HD Supply	GE Prolec	\$14,035.79	\$14,035.79	\$25,157.60	14
Irby#1	Ermco	\$17,462.25	\$17,462.25	\$29,443.76	10-12
Irby#2	Cooper	\$17,575.10	\$17,575.10	\$29,539.66	17-19
PM&N	CG Power	\$14,800.00	\$14,800.00	\$26,534.00	

Low Bid

All or none bid - not applicable

Exceeds height limit



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 16**

**ITEM DESCRIPTION: 1500 KVA Padmount Transformer 480/277**

**Order Quantity: 4**

**INVENTORY #: 285-086-00052**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$22,031.00	\$88,124.00	\$37,602.63	10-12
Wesco	ABB	\$26,368.42	\$105,473.68	\$39,658.74	12-14
TEC#1	Ermco	\$23,022.00	\$92,088.00	\$39,137.68	10-12
TEC#2	GE Prolec	\$18,631.00	\$74,524.00	\$33,994.22	14
TEC#3	GE Prolec	\$18,445.00	\$73,780.00	\$33,808.22	14
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$24,287.00	\$97,148.00	\$40,547.05	17-19
KBS#2	Ermco	\$22,588.00	\$90,352.00	\$38,703.68	10-12
HD Supply	GE Prolec	\$18,827.37	\$75,309.48	\$34,190.59	14
Irby#1	Ermco	\$23,765.55	\$95,062.20	\$39,881.23	10-12
Irby#2	Cooper	\$24,051.80	\$96,207.20	\$40,311.85	17-19
PM&N	CG Power	\$20,594.00	\$82,376.00	\$36,673.00	

Low Bid

All or none bid - not applicable

Unacceptable delivery history



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 17**

**ITEM DESCRIPTION: 2000 KVA Padmount Transformer 480/277**

**Order Quantity: 1**

**INVENTORY #: 285-086-00053**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$28,856.00	\$28,856.00	\$48,529.36	10-12
Wesco	ABB	\$29,789.00	\$29,789.00	\$48,896.94	12-14
TEC#1	Ermco	\$27,990.00	\$27,990.00	\$46,343.15	10-12
TEC#2	GE Prolec	\$25,010.00	\$25,010.00	\$45,364.79	14
TEC#3	GE Prolec	\$24,760.00	\$24,760.00	\$45,114.79	14
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$32,109.00	\$32,109.00	\$51,751.34	17-19
KBS#2	Ermco	\$27,426.00	\$27,426.00	\$45,779.15	10-12
HD Supply	GE Prolec	\$25,273.68	\$25,273.68	\$45,628.47	14
Irby#1	Ermco	\$29,049.75	\$29,049.75	\$47,402.90	10-12
Irby#2	Cooper	\$32,493.90	\$32,493.90	\$52,136.24	17-19
PM&N	CG Power	\$25,190.00	\$25,190.00	\$45,336.00	

Low Bid

All or none bid - not applicable



**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-086**  
**"Annual Three Phase Pad-Mount Transformers"**  
**Open Date: Friday, August 22, 2014 @ 2:00 p.m.**

**ITEM NUMBER: 18**

**ITEM DESCRIPTION: 2500 KVA Padmount Transformer 480/277**

**Order Quantity: 1**

**INVENTORY #: 285-086-00054**

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Techline	Howard	\$37,113.00	\$37,113.00	\$59,713.83	10-12
Wesco	ABB	\$35,263.00	\$35,263.00	\$58,137.24	12-14
TEC#1	Ermco	\$33,230.00	\$33,230.00	\$56,163.92	10-12
TEC#2	GE Prolec	\$25,444.00	\$25,444.00	\$49,256.43	14
TEC#3	GE Prolec	\$25,189.00	\$25,189.00	\$49,001.43	14
VanTran	VanTran	no bid	no bid	no bid	no bid
KBS#1	Cooper	\$37,217.00	\$37,217.00	\$60,682.33	17-19
KBS#2	Ermco	\$32,614.00	\$32,614.00	\$55,547.92	10-12
HD Supply	GE Prolec	\$25,711.58	\$25,711.58	\$49,524.01	14
Irby#1	Ermco	\$34,118.75	\$34,118.75	\$57,052.67	10-12
Irby#2	Cooper	\$37,457.70	\$37,457.70	\$60,923.03	17-19
PM&N	CG Power	\$31,765.00	\$31,765.00	\$55,258.00	none given

Low Bid

All or none bid - not applicable



## Legislation Details (With Text)

**File #:** 14-707      **Version:** 1      **Name:** Annual Agreement for City Branded Uniforms  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 9/19/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action, and discussion authorizing the renewal of the award of Bid No. 12-102 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$45,000) and Monograms and More (\$33,000) for a combined annual estimated expenditure of \$78,000.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [12-102 Renewal Letters.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion authorizing the renewal of the award of Bid No. 12-102 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$45,000) and Monograms and More (\$33,000) for a combined annual estimated expenditure of \$78,000.

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

**Recommendation(s):** Staff recommends approval to purchase City branded uniforms for Parks athletic programs and other City departments to CC Creations and Monograms and More.

**Summary:** Seven (7) sealed, competitive bid were received and opened on Thursday, September 6, 2012. CC Creations and Monograms and More were awarded pricing agreements based on pricing and being the most responsible bidders. This will be the first of two possible renewals.

These purchases will be made as needed during the term of the agreement. Approximately 70% (\$54,600) of the total expenditure will be utilized by the Athletic Division in the Parks and Recreation Department for league play: adult softball, volleyball, flag football, youth softball, volleyball, flag football, basketball, challenger sports and swim teams. The cost of these shirts are calculated into the registration fees charged to program participants and are recovered by the Parks and Recreation Department through these registration fees.

The other 30% (\$23,400) of shirts purchased will be used as employee uniforms for Fire, Public Works, Electric, etc. Based on FY 2014 historical usage, the estimated annual expenditures for this merchandise with CC Creations and Monograms and More is \$78,000.

This is the second and final renewal for these pricing agreements.

**Budget & Financial Summary:** Funds are budgeted and available in various departmental operating budgets.

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**File #:** 14-707, **Version:** 1

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**Legal Reviewed:** Yes

**Attachments:** Signed Renewal Letters

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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew ITB 12-102, Annual City Wide T-Shirts, Caps and Polos in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Thirty Three Thousand and 00/100 Dollars (\$33,000).

I understand this renewal term will be for the period beginning October 17, 2014 through October 16, 2015. This is the second of two possible renewals.

**Monograms & More**

By:   
Printed Name: Brian Pennington  
Title: Owner  
Date: 9-4-14

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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew ITB 12-102, Annual City Wide T-Shirts, Caps and Polos in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Forty Five Thousand and 00/100 Dollars (\$45,000).

I understand this renewal term will be for the period beginning October 17, 2014 through October 16, 2015. This is the second of two possible renewals.

**C.C. Creations**

By: Andy O'Bannon  
Printed Name: Andy O'Bannon  
Title: Sales Manager  
Date: 9-5-14



## Legislation Details (With Text)

<b>File #:</b>	14-709	<b>Version:</b>	1	<b>Name:</b>	Techline PO Increase
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	9/22/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	10/9/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action and discussion on increasing a previous award to Techline by 25%, or \$127,164.56, for Bid #14-038, Various Electrical Items for a new not to exceed amount of \$635,822.81. These items will be stored in inventory and expensed as needed.				
<b>Sponsors:</b>	Jeff Kersten				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on increasing a previous award to Techline by 25%, or \$127,164.56, for Bid #14-038, Various Electrical Items for a new not to exceed amount of \$635,822.81. These items will be stored in inventory and expensed as needed.

### Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

**Recommendation(s):** Staff recommends the 25% increase to the original Techline award for Various Electrical Items.

**Summary:** On March 27, 2014 Council awarded Bid #14-038 for Various Electrical Items and Electric Meters to multiple vendors. Techline was awarded a group of materials with an estimated not to exceed amount of \$508,658.25. We are requesting a 25% increase as allowed by our purchasing policies, for a new total expenditure of \$635,822.78. The original bid was calculated with estimates for materials needed for providing electric service to customers from previous year's usages. With the improved economy and numerous underground feeder extension for some projects, the Electric Department has used most of the funds available to purchase items awarded to Techline. This increase will allow for the purchase of additional needed materials until the annual price agreement for various electrical items can be rebid next year.

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

**Reviewed and Approved by Legal:** N/A

**Attachments:** None





Legislation Details (With Text)

<b>File #:</b>	14-710	<b>Version:</b>	1	<b>Name:</b>	PPI Processing, Inc. Renewal
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	9/22/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	10/9/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding a renewal of the Service Contract with Payment Processing Inc. (PPI) for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and services charges not to exceed \$750,000 annually.				
<b>Sponsors:</b>	Jeff Kersten				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2014August - City of College Station - Payment Processing Renewal -Part Signed.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a renewal of the Service Contract with Payment Processing Inc. (PPI) for Electronic Credit Card Processing and Merchant Account Services with estimated banking fees and services charges not to exceed \$750,000 annually.

**Relationship to Strategic Goals:** Goal I.1. Spending taxpayer money efficiently

**Recommendation(s):** Staff recommends approval of the renewal of the Service Contract between the City of College Station and Payment Processing Inc.

**Summary:** On December 8, 2011 Council approved a contract with PPI for an initial three (3) year term not to exceed \$750,000 annually, ending December 16, 2014, with two (2) one year options for renewal. This is the first renewal option with PPI. In May 2002, Utility Customer Service began accepting credit cards for utility payments. Since that time, Council has approved Municipal Court, Police, Parks, Parking Garage and Street Meters, Accounting, and Planning & Development to accept credit card payments. We accept Visa, Mastercard and Discover. The City receives a special (lower) interchange rate for municipal utilities. The City absorbs the banking and service fees related to accepting credit cards except in Municipal Court. In February 2011, we began charging a convenience fee at Court for fines and fees paid using a credit or debit card. Approximately \$184,192 has been collected in Court as a convenience fee since February 2011. Billing schedules are subject to change based on volume.

**Budget & Financial Summary:** Banking and services fees for accepting credit cards are charged to each department that accepts Visa, Mastercard and Discover. Following is the gross receipts by credit card and corresponding fees by department for October 2014 thru August 2014:

**Attachments:**

Renewal Agreement



August 21, 2014

ATTN:  
Becky Callis  
Payment Processing, Inc.  
8200 Central Avenue  
Newark, CA 94560

**RE: Renewal #1 – RFP 11-107, Contract 11-306**  
Credit Card Processing Services

Dear Ms. Callis,

The City of College Station appreciates the services provided by Payment Processing, Inc. this past year. We would like to exercise our option to renew the above referenced agreement for the term of December 16, 2014 through December 15, 2015.

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to [hpavelka@cstx.gov](mailto:hpavelka@cstx.gov) or via fax (979-764-3899) ***Please follow up by mailing 3 original signed copies, no later than September 19, 2014, to my attention at the following address:***

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

Sincerely,

Heather Pavelka  
Buyer

Attachment

PO Box 9960  
1101 Texas Avenue  
College Station, TX 77842

[www.cstx.gov](http://www.cstx.gov)

.....

**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew RFP 11-107, Contract 11-306 for Credit Card Processing Services and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00).

I understand this renewal term will be for the period beginning December 16, 2014 through December 15, 2015. This is the first of two possible renewals.

**PAYMENT PROCESSING, INC.**

**CITY OF COLLEGE STATION**

By:  \_\_\_\_\_  
Printed Name: David L. Green  
Title: Corporate Secretary  
Date: August 28, 2014

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

APPROVED:

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

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



## Legislation Details (With Text)

<b>File #:</b>	14-711	<b>Version:</b>	1	<b>Name:</b>	Arts Council Affiliate Program & Marketing Agreement
<b>Type:</b>	Presentation	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	9/22/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	10/9/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for FY15 in the amount of \$386,400 for Affiliate funding and Annual Program and Marketing funding.				
<b>Sponsors:</b>	Jeff Kersten				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">ACBV Affiliate Funding Memo FY15.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for FY15 in the amount of \$386,400 for Affiliate funding and Annual Program and Marketing funding.

**Recommendation(s):** Staff recommends approval of the Arts Council Affiliate and Annual Program and Marketing funding agreement for FY15.

**Summary:** As part of the 2014-2015 budget process, the City Council approved funding for the Arts Council of the Brazos Valley from the Hotel Tax Fund in the amount of \$348,400 to be used for Affiliate funding and Arts Tourism marketing and Public Art Support in the amount of \$38,000.

As part of the 2014-2015 budget process, the City Council also approved \$35,000 from the General Fund and \$65,000 from Hotel Tax Fund for operations and maintenance of the Arts Council.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2014-2015 Hotel Tax Fund Budget in the amount of \$386,400. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. Arts Council budget was presented for approval with the operations and maintenance funding agreement consent agenda item.

### Attachments:

1. Arts Council of the Brazos Valley Affiliate and Annual Program and Marketing Funding Agreement (Available in the City Secretary's Office)
2. Arts Council Affiliate Funding Memorandum



To: Kelly Templin, City Manager  
From: Jeff Kersten, Assistant City Manager  
Date: October 9, 2014  
Subject: FY15 Arts Council Affiliate Funding

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As part of the FY15 Budget Process, Council approved funding in the amount of \$348,400 from the Hotel Tax Fund for Arts Council of Brazos Valley (ACBV) Affiliates. These funds are distributed by the Arts Council through a process set in place by its Annual Program and Marketing Grant Selection Committee which meets during the month of August. The ACBV grant program is designed to provide its Affiliate organizations with financial support for projects that make a significant contribution toward the promotion of arts and culture in the Brazos Valley and directly enhance and promote tourism and the convention & hotel industry. For FY15 a total of 21 Affiliates submitted grant applications, requesting a total of \$484,156 in funding. These grant applications were reviewed by a Grant Review Panel that consisted of ACBV Staff, City of College Station citizens at large, Hotel & Convention industry professionals, and City of College Station staff.

Each affiliate grant application was scored by the Grant Review panel based upon the Hotel Impact, Artistic and Program Merit, Capability, Fiscal Need & Health, and Support of the Mission of the Arts Council demonstrated by the application. Upon reviewing and scoring the applications, the Grant Review Panel made funding recommendations for each application and submitted those recommendations to the Arts Council Board of Directors for approval and recommendation to the City of College Station. On September 2, 2014 the ACBV Board approved the recommendations that total the budgeted \$348,400 in approved funding.

The following is a brief overview of each Affiliate and the grant amount recommended for funding through this process for FY15.

**Brazos Dance Collective – FY15 Grant Amount \$8,000; FY14 Grant Amount \$6,000**

BDC presents and promotes contemporary dance through performances, dance and classes and workshops. Funding will be used for the Brazos Contemporary Dance Festival and associated workshops. Each of these are multi-day events with an estimated 30%+ of attendees coming from outside of the Brazos Valley.

**Brazos Valley African American Museum – FY15 Grant Amount \$6,000; FY14 Grant Amount \$6,000**

The Brazos Valley African American Museum hosts events and exhibits that provide opportunities to learn more about African American culture and history. Funding will be used to sponsor the African American Museum appreciation banquet at the Hilton and recruitment marketing activities related to reunion groups.

**Brazos Valley Chorale – FY15 Grant Amount \$8,500; FY14 Grant Amount \$7,500**

The Brazos Valley Chorale hosts a series of unique choral experiences with various concerts scheduled for 2014-2015. Funding will be used for marketing to targeted audiences in Houston and artistic fees and services for instrumentalists for three concerts.

**Brazos Valley Museum of Natural History – FY15 Grant Amount \$21,600; FY14 Grant Amount \$25,000**

The Brazos Valley Museum of Natural History promotes natural and cultural history through the presentation of exhibits, educational programs, and preserving cultural artifact and natural specimen collections. Funding will be used to promote Boonville Days, Fifth Annual Buffalo Stampede 5k and Half Marathon, and annual exhibitions.

**Brazos Valley Symphony Orchestra – FY15 Grant Amount \$38,800; FY14 Grant Amount \$39,000**

The Brazos Valley Symphony Society maintains a symphony of high artistic standards and promotes the musical arts for cultural and educational purposes. The Symphony Society will host ten (10) programs and events in FY15, impacting approximately 30,000 people. Included is the 12th Annual Derby Day Fundraiser, which will be hosted at the Hilton Hotel as well as Premiere Market, support of annual concert programs, and a performance at the Noon Lions Club's Independence Day Celebration at the George Bush Presidential Library. Marketing for all programs is also included.

**Brazos Valley WorldFest – FY15 Grant Amount \$20,500; FY14 Grant Amount \$22,500**

Brazos Valley WorldFest is a two day festival celebrating international awareness by offering cultural displays, demonstrations, international cuisine, performances, children's crafts, educational competitions and many other activities. Anticipated attendance this year is between 12,000-15,000 total for both days. Funds will be used for acquiring performers for the event as well as targeted marketing outside of the College Station area through avenues such as Texas Monthly magazine and Suddenlink media stations throughout other parts of the state.

**Department of Visualization – FY15 Grant Amount \$15,000; No Grant Request or Award in FY14**

The Visualization Lab's mission has three components: teaching, research and outreach. To better achieve the outreach component grant funds are focused on marketing and exhibitions for the Wright Gallery and production costs and marketing of annual Viz-a-Gogo event, which attracts visitors from outside of the Bryan/College Station region.

**Downtown Bryan Association – FY15 Grant Amount \$7,000; FY14 Grant Amount \$5,250**

The Downtown Bryan Association has assumed management and associated costs of Texas Reds Festival beginning in 2014. Funding will be used for marketing and advertising efforts of Texas Reds festival outside a 50-mile radius of Bryan/College Station and will include the College Station brand.

**Friends of Chamber Music – FY15 Grant Amount \$6,000; FY14 Grant Amount \$6,000**

The Friends of Chamber Music provides free concerts and presentations of traditional and contemporary chamber music. Live performances are attended by approximately 2,400 people and many performances are rebroadcast by KAMU. Funds will be used for marketing and program support for three concerts. Funding will also provide for rack cards that will be sent to all travel information centers across the state.

**George Bush Presidential Library and Museum – FY15 Grant Amount \$65,000; FY14 Grant Amount \$65,000**

Funding will be used for advertising and promoting the library. Advertisements will also be placed in several media markets to target general Texas tourism as well as new visitors affiliated with SEC schools.

**KAMU FM – FY15 Grant Amount \$32,000; FY14 Grant Amount \$32,000**

KAMU-FM provides informative, enlightening, and cultural programming to Central Texas, North Texas, and beyond by providing news, public affairs programs and a variety of locally and nationally produced musical programs. KAMU-FM promotes local arts events and programs through its Brazos Arts segment as well as the Brazos Valley Concert Series which features concerts by various musical groups in the area. KAMU-FM reaches approximately 350,000 people within 75-mile radius, and through its partnership with KTRL-FM in Stephenville that reaches western portions of the Fort Worth area. Programming and area advertising is also streamed online.

**KEOS FM – FY15 Grant Amount \$6,950; No Grant Request or Award in FY14**

KEOS is a listener-sponsored, commercial-free, nonprofit all volunteer community radio station for the Brazos Valley. KEOS provides musical, cultural and information programming and events that celebrates and expressed the diversity of the community. Funding will be used to promote the Lone Star Music Series concert to a tourism audience outside the Bryan/College Station area. The concert is scheduled for a high-need hotel weekend.

**Marian Anderson String Quartet – FY15 Grant Amount \$10,000; FY14 Grant Amount \$10,000**

The Quartet is internationally known and performs throughout the US. Funding is provided for marketing educational programs to a tourism audience in Houston, Austin, Dallas, San Antonio and Waco markets. Programming includes the 2015 Chamber Music Institute which has developed a national reputation of excellence and attracts participants throughout Texas and across the US.

**Mic Check – FY15 Grant Amount \$6,500; FY14 Grant Amount \$7,000**

Mic Check is a charitable arts group that helps connect an active community of readers, writers, and critics of contemporary, experimental, avant-garde, and neglected poetry to the general public. Funding will be used to market and host the 2014 Texas Grand Slam Poetry Festival and the Texas Youth Poetry Slam, whose participants and attendees are anticipated to stay in College Station area hotels.

**Museum of the American GI – FY15 Grant Amount \$15,000; FY14 Grant Amount \$9,500**

Funding is for advertising and targeted program support for the 2015 Museum of the American G.I. Open House and marketing the museum to tourism audiences. This is the largest military vehicle rally and reenactment in the South.

**StageCenter Theatre – FY15 Grant Amount \$15,400; FY14 Grant Amount \$15,000**

StageCenter enriches the cultural base of the Brazos Valley by providing professional-quality live theatre. Approximately 3,500 patrons are expected for performances in FY15, with approximately 23% visiting from outside of the College Station area. Funds will be used to produce and promote six (6) unique shows to potential patrons outside of the Brazos Valley.

**Texas Independent Film Festival –FY15 Grant Amount \$8,000; FY14 Grant Amount \$4,000**

This will be the fifth year of the Texas Independent Film Festival scheduled for April 2015. This event brings the film community to Bryan/College Station area. Funding will assist with cost of event and guest speakers that will be part of the professional and/or academic film industry and marketing to tourism audiences.

**The Children’s Museum – FY15 Grant Amount \$4,150; No Grant Request or Award in FY14**

The Children’s Museum is a nonprofit children’s museum where children ages infant to 14 are encouraged to have hands-on educational and fun arts and sciences experiences. Funds will be used for marketing the museum and educational programming to a tourism audience outside the Bryan/College Station area.

**Theatre Company – FY15 Grant Amount \$24,000; FY14 Grant Amount \$27,000**

The Theatre Company presents high-quality musical productions that are suitable for family audiences. The organization continues to work with various hotels and the Convention and Visitors Bureau (CVB) to offer “stay & play” packages through their website and various other CVBs throughout Texas. Additionally, the Theatre Company recently joined the Texas Non-Profit Theatre Association and the American Association of Community Theatres in an effort to draw patrons from communities outside the Brazos Valley. Funds will be used to produce and promote the season of six (6) performances.

**University Art Galleries – FY15 Grant Amount \$30,000; FY14 Grant Amount \$24,000**

The University Art Galleries, consisting of MSC Forsyth and J. Wayne Stark Galleries, provides lectures, tours, cultural trips, workshops, demonstrations, hands-on art activities and other events related to the visual arts. Funding will be used solely for marketing efforts in various media resources including Texas Monthly magazine, SEC sports programs marketing, KVUE Austin television, and KHOU Houston television.

Affiliates will be required to submit quarterly reports to the City through the ACBV. The reports includes financial information about the Affiliate as well as information regarding the number of attendees at the Affiliate’s performances, the number of hotel stays generated by the Affiliate’s attendees, and marketing efforts utilized by the Affiliate to bring guests from outside the Brazos Valley to their programs.



## Legislation Details (With Text)

**File #:** 14-712      **Version:** 1      **Name:** Arts Council Operations & Maintenance  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 9/22/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**

**Title:** Presentation, possible action and discussion on approving the budget of the Arts Council of the Brazos Valley, and; presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for operations and maintenance FY15 totaling \$100,000 with \$35,000 coming from the General Fund and \$65,000 coming from the Hotel Tax Fund.

**Sponsors:** Jeff Kersten

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving the budget of the Arts Council of the Brazos Valley, and; presentation, possible action and discussion on approving the agreement between the City of College Station and the Arts Council of the Brazos Valley for operations and maintenance FY15 totaling \$100,000 with \$35,000 coming from the General Fund and \$65,000 coming from the Hotel Tax Fund.

**Recommendation(s):** Staff recommends approval of the Arts Council budget and funding agreements for FY15.

**Summary:** As part of the 2014-2015 budget process the City Council approved operations and maintenance funding for the Arts Council of Brazos Valley in the amount of \$35,000 from the General Fund and \$65,000 from the Hotel Tax Fund.

The mission of the Arts Council is to take a pro-active role in promoting, enhancing, sustaining, and elevating the visibility of the performing, visual, and communications arts. Operations and maintenance funding will enable the Arts Council to continue to provide a high level of service to the community.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2014-2015 General Fund budget in the amount of \$35,000 and Hotel Tax Fund in the amount of \$65,000. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue.

**Attachments:**

1. Arts Council of the Brazos Valley Budget (available in City Secretary's Office)
2. Arts Council of the Brazos Valley General Fund Funding Agreement (available in City Secretary's Office)
3. Arts Council of the Brazos Valley Hotel Tax Fund Funding Agreement (available in City Secretary's Office)





## Legislation Details (With Text)

**File #:** 14-713      **Version:** 1      **Name:** Chamber of Commerce Budget and Funding Agreement

**Type:** Presentation      **Status:** Consent Agenda

**File created:** 9/22/2014      **In control:** City Council Regular

**On agenda:** 10/9/2014      **Final action:**

**Title:** Presentation, possible action and discussion on approving the budget of the Bryan/College Station Chamber of Commerce and presentation, possible action and discussion on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY15 in the amount of \$25,000.

**Sponsors:** Jeff Kersten

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving the budget of the Bryan/College Station Chamber of Commerce and presentation, possible action and discussion on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY15 in the amount of \$25,000.

**Recommendation(s):** Staff recommends approval of the Bryan/College Station Chamber of Commerce budget and the funding agreement for FY15.

**Summary:** As part of the 2014-2015 budget process the City Council approved funding for the Bryan/College Station Chamber of Commerce in the amount of \$25,000 from the Hotel Occupancy Tax Fund.

The Chamber of Commerce continues to promote, advocate and refer the City of College Station as tourism, sporting event and meeting place destination through numerous media sources, radio, television and print. Chamber staff also travels to other areas of the state to promote College Station and the many meetings, activities and events held annually within the community.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2014-2015 Hotel Tax Fund budget. A total of \$25,000 is to be used for offset a portion of the costs of the annual Economic Outlook Conference, and the Annual Chamber of Commerce banquet which are held at a local hotel and conference center.

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

**Attachments:**

1. Bryan/College Station Chamber of Commerce Budget (available in City Secretary's Office)

2. Bryan/College Station Chamber of Commerce Funding Agreement (available in City Secretary's Office)



## Legislation Details (With Text)

**File #:** 14-714      **Version:** 1      **Name:** C.S. Noon Lions Club Funding Agreement  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 9/22/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY15 in the amount of \$15,000.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY15 in the amount of \$15,000.

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

**Summary:** As part of the 2014-2015 budget process the City Council approved funding for College Station Noon Lions Club in the amount of \$15,000.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2014-2015 General Fund for the total amount of \$15,000. The appropriated funds shall be used to provide the "I Love America" Fourth of July Celebration at the George Bush Presidential Library and Museum.

**Attachments:**

1. College Station Noon Lions Club Funding Agreement (Available in City Secretary's Office)



## Legislation Details (With Text)

**File #:** 14-715      **Version:** 1      **Name:** CVB Grant FY15  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 9/22/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY15 in the amount of \$250,000 to administer the CVB Grant Program.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY15 in the amount of \$250,000 to administer the CVB Grant Program.

**Recommendation(s):** Staff recommends approval of the CVB Grant Program funding agreement for FY15.

**Summary:** As part of the 2014-2015 budget process the City Council approved funding for the Brazos Valley Convention and Visitors Bureau in the amount of \$250,000. This agreement will allow the CVB to effectively and efficiently administer the grant program to sub-recipients.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2014-2015 Hotel Tax Fund budget. A total of \$250,000 is to be used to fund event grants that will promote tourism and the hotel industry in College Station.

State law requires that the City Council adopt the budget of any organization that is to be funded through the Hotel Occupancy Tax funds. The CVB budget was presented for approval with the CVB funding agreement consent agenda item.

**Attachments:**

1. CVB Funding Agreement (available in City Secretary's Office)



## Legislation Details (With Text)

**File #:** 14-716      **Version:** 1      **Name:** CVB O&M  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 9/22/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY15 in the amount of \$1,321,294.25.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [CVB FY15 Budget-Revised.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY15 in the amount of \$1,321,294.25.

**Recommendation(s):** Staff recommends approval of the CVB budget and the funding agreement for FY15.

**Summary:** As part of the 2014-2015 budget process the original proposed budget for the Convention and Visitors Bureau was \$1,425,410 for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station by the CVB. The City Council provided direction to reduce funding to the Convention and Visitors Bureau in the area of advertising in the amount of \$104,115.75. The funds will be redistributed to Public Communications and Marketing to be used for advertising the City to encourage visitors to come to College Station. The revised budget for the Convention and Visitors Bureau is \$1,321,294.25. The \$104,115.75 will be appropriated in the Hotel Tax Fund and transferred to the General Fund to be used by the Public Communications and Marketing Department for advertising the City to visitors.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2014-2015 Hotel Tax Fund budget. A total of \$1,321,294.25 is to be used for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station.

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

**Attachments:**  
1. CVB Budget

2. CVB Funding Agreement (available in City Secretary's Office)

**Bryan-College Station Convention & Visitors Bureau  
 Profit & Loss Budget Overview (Revised)  
 October 2014 through September 2015**

	<u>Oct '14 - Sep 15</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Booking Commissions	12,000.00
Brazos County	25,000.00
Bryan	
Bryan Relocation	0.00
Bryan - Other	238,440.00
<b>Total Bryan</b>	<u>238,440.00</u>
<b>BVSF Events</b>	
Entry Fees	8,436.00
Sponsorships	51,500.00
Tickets	26,000.00
<b>Total BVSF Events</b>	<u>85,936.00</u>
<b>College Station</b>	
College Station Relocation	0.00
College Station - Other	1,321,294.25
<b>Total College Station</b>	<u>1,321,294.25</u>
Industry Participation	21,830.00
Special Events Fund	200,000.00
<b>Total Income</b>	<u>1,904,500.25</u>
<b>Gross Profit</b>	1,904,500.25
<b>Expense</b>	
<b>Administrative/Operations</b>	
Audit/Legal/Professional Serv.	9,500.00
Bank Charges	1,200.00
Board Expenses	4,700.00
Building Repairs & Maintenance	7,300.00
Electrical/Water Svc Expense	19,200.00
Liability Insurance	5,500.00
Merchant Charges	780.00
Misc. Relocation Expenses	0.00
Office Supplies	11,150.00
Outside Storage	3,528.00
Property Tax	1,275.00
Sympathy/Recognition	1,725.00
Technical Support	9,000.00
Telephone	15,660.00
Vehicle Gas & Maintenance	1,100.00
<b>Total Administrative/Operations</b>	<u>91,618.00</u>
<b>Capital</b>	
<b>Equipment</b>	
Computer Software	6,000.00
Equipment Repair & Maint.	5,000.00
Lease	12,800.00
<b>Total Equipment</b>	<u>23,800.00</u>
Office Rent	47,690.00
<b>Total Capital</b>	<u>71,490.00</u>

**Bryan-College Station Convention & Visitors Bureau**  
**Profit & Loss Budget Overview (Revised)**  
 October 2014 through September 2015

	<u>Oct '14 - Sep 15</u>
<b>Marketing/Sales/Promotion</b>	
Admission Tickets/Merchandise	1,800.00
Advertising	173,526.25
Bid Fees	3,000.00
Client Relations	3,180.00
Community Luncheons/Events	4,476.00
Event Personnel	26,850.00
Facility Rental	7,300.00
Gift Baskets	3,400.00
Luncheons/Banquet	21,175.00
Memberships/Subscriptions	20,293.00
Postage	10,000.00
Printing	16,645.00
Professional Development	18,346.00
Promotional	46,310.00
Research	40,000.00
Sales/Marketing Leads	825.00
Sales/Marketing/Registration	7,010.00
Site Visits/FAM Tours	2,820.00
Sponsorships	293,431.00
Trade Show/Booth	42,821.00
Travel	
Air	25,550.00
Ground	12,510.00
Hotel	52,790.00
Meals	9,000.00
Misc.	1,075.00
<b>Total Travel</b>	<u>100,925.00</u>
Website	
Advertising	76,500.00
Development	88,759.00
<b>Total Website</b>	<u>165,259.00</u>
<b>Total Marketing/Sales/Promotion</b>	1,009,392.25
Payroll Expenses	706,000.00
Wayfinding	26,000.00
<b>Total Expense</b>	<u>1,904,500.25</u>
<b>Net Ordinary Income</b>	<u>0.00</u>
<b>Net Income</b>	<u><u>0.00</u></u>



## Legislation Details (With Text)

**File #:** 14-718      **Version:** 1      **Name:** Research Valley Partnership  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 9/22/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership (RVP) for FY15 in the amount of \$350,000.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion on a funding agreement between the City of College Station and the Research Valley Partnership (RVP) for FY15 in the amount of \$350,000.

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

**Summary:** As part of the 2014-2015 budget process the City Council approved funding for the Research Valley Partnership in the amount of \$350,000. This funding is for the provision of economic development services for the area.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2014-2015 General Fund in the total amount of \$350,000. These funds are for the operations and maintenance of the Research Valley Partnership in FY 15.

**Attachments:**

1. Research Valley Partnership Funding Agreement (available in City Secretary's Office)



## Legislation Details (With Text)

**File #:** 14-723      **Version:** 1      **Name:** 30 - Inch Water Transmission Line Reinstallation  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 9/24/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Presentation, possible action and discussion regarding construction contract no. 14-365 with Dudley Construction, Ltd., in the amount of \$698,659.38 for the 30-Inch Water Transmission Line Reinstallation Project.  
**Sponsors:** Donald Harmon  
**Indexes:**  
**Code sections:**  
**Attachments:** [14-079 Tab.pdf](#)  
[30-Inch Reinstall Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding construction contract no. 14-365 with Dudley Construction, Ltd., in the amount of \$698,659.38 for the 30-Inch Water Transmission Line Reinstallation Project.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this construction contract.

Summary: This project includes the installation of approximately 1,300 LF of 30-inch water line. The project is located along the west side of FM 2818 (Harvey Mitchell Parkway) from West Villa Maria Road to approximately 1,000 feet south of West Villa Maria Road and continues along the east side of FM 2818.

This project will reconnect a section of a 30-inch raw water transmission main that was removed from TxDOT right-of-way to facilitate construction of a grade separation at FM 2818 and West Villa Maria Road. The reconnection will provide redundancy in the City's raw water supply system.

Budget & Financial Summary: The budget for this project in the amount of \$815,000 is included in the FY15 Water Capital Improvement Projects Fund budget. A total of \$350,929 has been expended or committed to date, leaving a balance of \$464,071 for construction and related expenditures. The construction contract for the project will exceed the budget balance available. The \$335,000 of estimated additional budget will be transferred from the Variable Frequency Drive (VFD) Replacement project, which may result in a delay in the completion of that project.

### Attachments:

1. Contract - On file in the City Secretary's Office
2. Project Location Map
3. Bid Tabulation

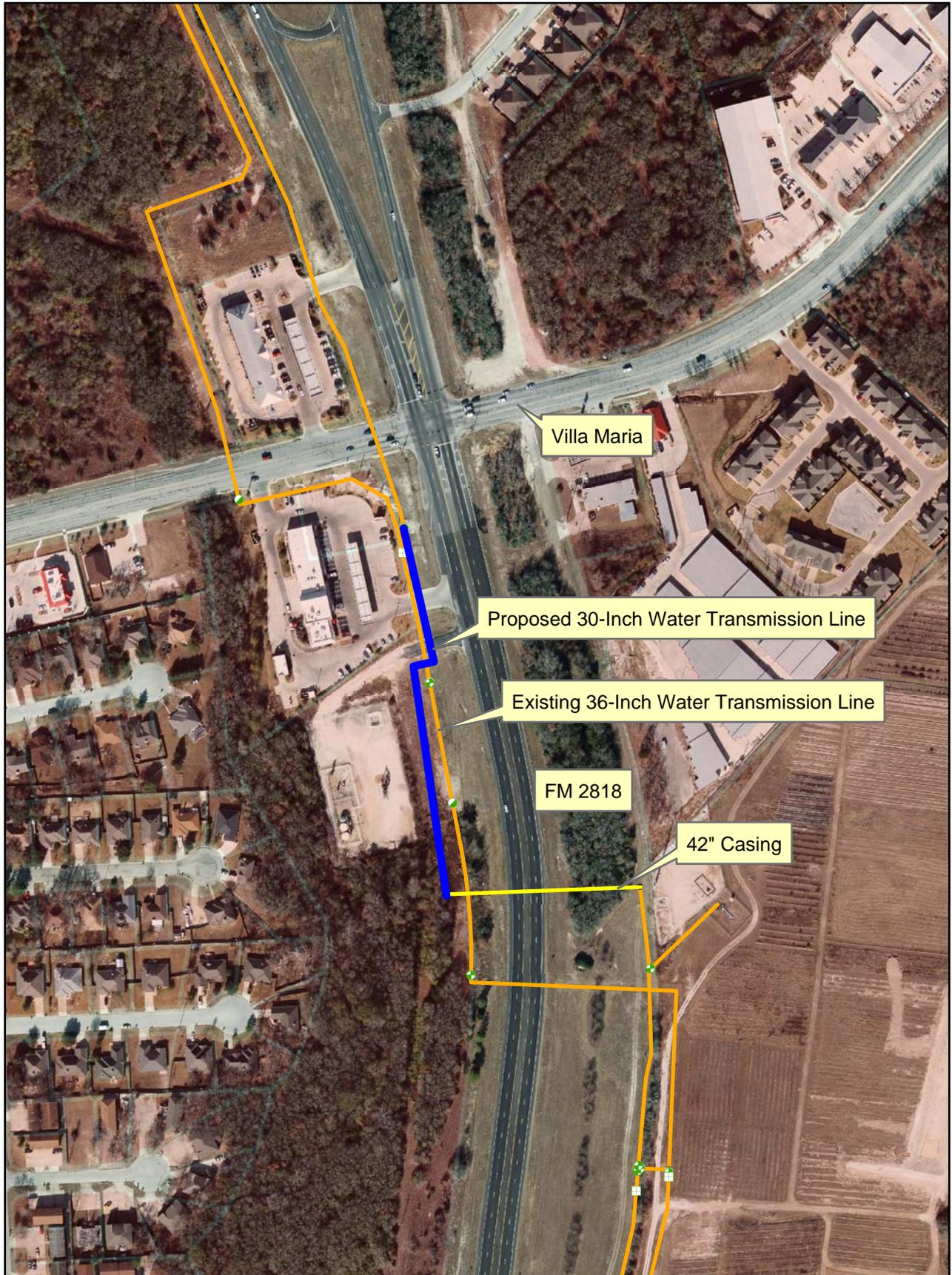




**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-079**  
**"30-Inch Transmission Line Reconnection"**  
**Open Date: Wednesday, July 23, 2014 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, TX)		Elliott Construction, LLC (Wellborn, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>							
1	1	LS	Mobilization	\$65,100.00	\$65,100.00	\$40,000.00	\$40,000.00
2	1	LS	Traffic Control Plan Preparation and Implementation	\$5,200.00	\$5,200.00	\$8,000.00	\$8,000.00
3	143	SY	Remove Existing Concrete Pavement	\$13.10	\$1,873.30	\$12.00	\$1,716.00
4	156	LF	Remove Existing Concrete Curb	\$6.55	\$1,021.80	\$7.00	\$1,092.00
5	0.25	AC	Clearing and Grubbing	\$21,000.00	\$5,250.00	\$20,000.00	\$5,000.00
6	1	LS	Erosion and Sedimentation Control	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00
7	1	LS	Trench Safety System	\$19,700.00	\$19,700.00	\$90,000.00	\$90,000.00
8	33	SY	Concrete Sidewalk	\$65.50	\$2,161.50	\$60.00	\$1,980.00
9	110	SY	Concrete Pavement	\$52.40	\$5,764.00	\$60.00	\$6,600.00
10	156	LF	Concrete Curb	\$6.55	\$1,021.80	\$30.00	\$4,680.00
11	900	LF	Furnish and Install 30" Ductile Iron Water Line with restrained joints by open cut	\$274.17	\$246,753.00	\$302.00	\$271,800.00
12	317	LF	Furnish and Install 30" Ductile Iron Water Line with restrained joints in existing casing	\$281.59	\$89,264.03	\$270.00	\$85,590.00
13	70	LF	Furnish and Install 42" Steel Casing, including 30" Carrier Pipe with restrained joints by trenchless methods	\$864.43	\$60,510.10	\$990.00	\$69,300.00
14	15	LF	Furnish and Install 42" Steel Casing, including 30" Carrier Pipe with restrained joints by open cut	\$563.19	\$8,447.85	\$733.00	\$10,995.00
15	1	EA	Furnish and Install 30" 90° Bend Fitting with restrained joints	\$7,200.00	\$7,200.00	\$4,615.00	\$4,615.00
16	12	EA	Furnish and Install 30" 45° Bend Fitting with restrained joints	\$5,240.00	\$62,880.00	\$4,306.00	\$51,672.00
17	2	EA	Furnish and Install 30" 11.25° Bend Fitting with restrained joints	\$5,240.00	\$10,480.00	\$4,070.00	\$8,140.00
18	1	EA	Furnish and Install 30" TEE Fitting with restrained joints	\$8,500.00	\$8,500.00	\$6,480.00	\$6,480.00
19	1	EA	Remove and Relocate 30" Butterfly Valve and Valve Box	\$6,550.00	\$6,550.00	\$5,860.00	\$5,860.00
20	2	EA	Furnish and Install 30" Butterfly Valve and Valve Box	\$16,210.00	\$32,420.00	\$11,842.00	\$23,684.00
21	1	EA	Furnish and Install In-line Blowoff Assembly, including concrete pad	\$8,900.00	\$8,900.00	\$6,565.00	\$6,565.00
22	2	EA	Furnish and Install Air/ Vacuum Valve Assembly, including concrete pad	\$4,715.00	\$9,430.00	\$3,610.00	\$7,220.00
23	3	EA	Tie-in to existing 30" Water Line	\$3,930.00	\$11,790.00	\$4,285.00	\$12,855.00
24	2	EA	Cut and Remove section of existing 30" Water Line	\$1,310.00	\$2,620.00	\$1,000.00	\$2,000.00
25	1	LS	Abandon ± 145' existing 30" water line and fill with flowable mortar, including plugs	\$6,550.00	\$6,550.00	\$7,250.00	\$7,250.00
26	280	TON	Additional Granular Bedding, as directed by City, for use in wet or unstable subgrades	\$52.40	\$14,672.00	\$35.00	\$9,800.00
<b>TOTAL BASE BID</b>				<b>\$698,659.38</b>		<b>\$747,894.00</b>	

# 30-Inch Water Transmission Line Reinstallation





## Legislation Details (With Text)

<b>File #:</b>	14-708	<b>Version:</b>	1	<b>Name:</b>	Bistonte Unit, Well #3H - Oil and Gas Drilling and Operations Permit
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	9/19/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	10/9/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the Bistonte Unit, Well #3H as requested by the operator, Halcon Operating, Co., Inc. of Houston, Texas.				
<b>Sponsors:</b>	Alan Gibbs				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">1 - Vicinity Map.jpg</a> <a href="#">2 - Resolution.pdf</a> <a href="#">3 - Exhibit A - Application.pdf</a> <a href="#">4 - Exhibit B - Location Map.pdf</a> <a href="#">5- Exhibit C - Bond.pdf</a> <a href="#">6 - City Engineer Report to PRC.pdf</a> <a href="#">7 - Draft Permit 14-400034.pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion regarding an Oil and Gas Operations Permit for the Bistonte Unit, Well #3H as requested by the operator, Halcon Operating, Co., Inc. of Houston, Texas.

- Diverse Growing Economy

### Recommendation(s):

The Project Review Committee, comprised of the Planning and Zoning Commission Chair, the Fire Marshall, the Assistant Director of Planning and Development Services, and the City Engineer met on September 19, 2014 and unanimously recommended approval of the permit with all noted conditions.

### Summary:

The Bistonte Unit Well #3H is a proposed well on a 71.07 acre tract located within the City limits. The location of the drilling site is approximately 1400 feet NNE of Holleman Drive South and Cain Road intersection. This proposed well site is classified by the City's Oil and Gas ordinance as High Impact. High Impact means any residential, administrative, professional, or commercial neighborhood zone where there is an existing residential, administrative, professional, or commercial neighborhood use within 1000 feet of the proposed oil or gas operation site. In this case there are twelve residential buildings within 1000 feet, eleven of which front on Cain Road and one on Holleman Drive South. Access to the site is proposed from a proposed private access drive coming off Holleman Drive

South.

The ordinance also requires drill sites to have a 600 foot separation from a residential unit, unless waived by the residential unit property owner and the party entitled to occupy the premises. There is a total of five four-plexes and two single-family houses within 600 feet of the proposed site, all along Cain Road. The proposed site could be relocated an additional 300 feet to the northwest to remove all of the buildings from the 600 foot buffer and still be on the same 71.07 acre property, however the applicant has indicated the land owner was not favorable to this option.

In accordance with the ordinance as a High Impact Well classification, the City retained CME Testing and Engineering, Inc. a third party consultant, to evaluate the public impact of the proposed activity. The applicant was required to pay for the City hiring a Technical Consultant for a third-party analysis of the application in accordance with the ordinance. The City Engineer hired CME Testing and Engineering, Inc. which accordingly provided an Environmental Impact Assessment Report (EIA) with an evaluation and recommendations. The EIA findings and all associated requirements outlined in the Chapter 4: Business Regulations, Section: Oil and Gas Regulations are incorporated into the City Engineer's Report to the Project Review Committee and were provided to the applicant.

To seek consideration of approval of the proposed site location to be within 600 ft of residential units in accordance with the ordinance, the applicant has provided to the city signed waivers from the subject residential property owners and occupants. The EIA concluded the proposed separation distances to the nearest residential back yard fences should not have a significant adverse effect on human health.

The applicant provided a Truck Route Map which defines and limits the acceptable truck route, as well as a \$250,000 bond to repair any damage that may occur throughout drilling and operation.

The College Station Fire Department will provide emergency response and limited fire-fighting services surrounding and up to the site. The operator will be responsible for fire-fighting within the site in accordance with all Texas Railroad Commission regulations. The operator has contracted emergency response fire-fighting of the site to Boots and Coots, Inc. - A Halliburton Service and has provided an associated Well Control Contingency Plan.

The Project Review Committee concurred with the attached City Engineer's Report with the additional condition that the applicant provide and maintain a minimum of 10 foot wide earthen drive access path outside the site landscaping for wild land firefighting apparatus truck access and assist as a fire break. This noted condition as well as the EIA recommendations have been incorporated into the attached draft permit. The PRC did express concern with the close proximity this well site has to the neighboring rental properties that are typically student housing units. The PRC recognizes that due to all of the waivers being signed and the applicant meeting the minimum noted spacing, the PRC is recommending approval based on the waivers, but wanted to express said concern about the future zoning of adjacent properties.

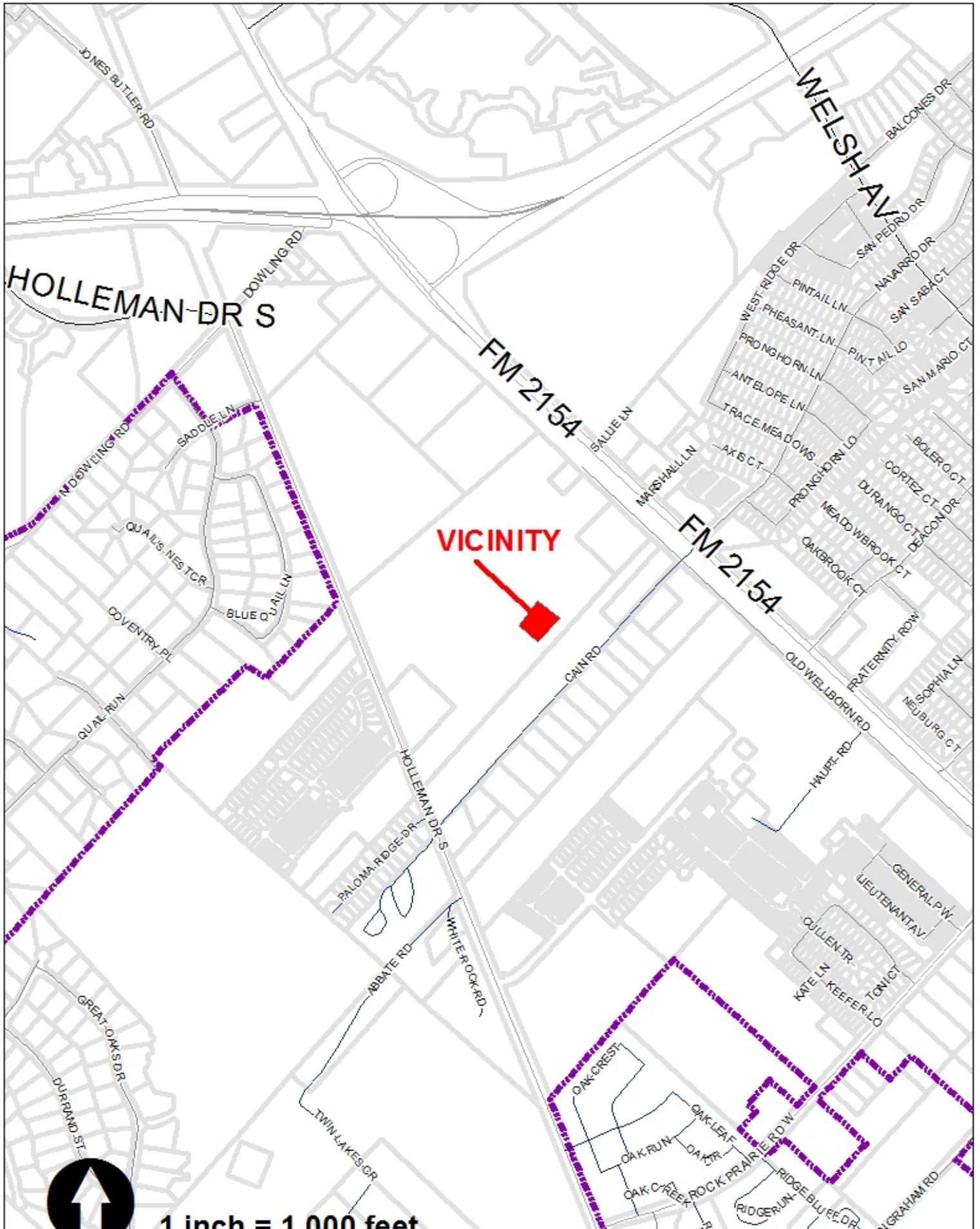
Reviewed and Approved by Legal: Yes

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map

2. Resolution
3. Exhibit A - Application (Complete Application available at City Engineer's Office)
4. Exhibit B - Location Map
5. Exhibit C - Indemnity Bond
6. City Engineer Report to Project Review Committee
7. Draft Permit
8. Report of Environmental Impact Assessment (available at City Engineer's Office)





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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS GRANTING AN OIL AND GAS HIGH IMPACT PERMIT FOR THE BISTONTE UNIT, WELL NO. 3H NEAR CAIN ROAD, APPROXIMATELY 1400 FEET NORTH-NORTHEAST OF THE INTERSECTION OF HOLLEMAN DRIVE SOUTH AND CAIN ROAD, AND LOCATED WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of College Station, Texas, has reviewed an application for an Oil & Gas Rural Permit (“Permit”) submitted by Halcon Operating Co., Inc. for the Bistonte Unit, Well No. 3H; and

WHEREAS, Council has reviewed the Project Review Committee report and other related information relating to the afore-described proposed High Impact oil & gas well located near Cain Road, approximately 1400 Feet north-northeast of the intersection of Holleman Drive South and Cain Road, within the City of College Station (the “City”); and

WHEREAS, pursuant to Chapter 4, Section 13.J Council is required to make certain findings and determinations in granting a permit for oil and gas operations located within the City; and

WHEREAS, the City Council of the City of College Station, Texas, now desires to make such determinations and to grant such permit; now, therefore,

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

PART 1: That the City Council hereby acknowledges receipt of an application, Project Review Committee report and other related information relating to an Oil and Gas Rural Permit to Halcon Operating Co., Inc. for the Bistonte Unit, Well No. 3H located near Cain Road, approximately 1400 Feet north-northeast of the intersection of Holleman Drive South and Cain Road. A copy of such paperwork and the exact location of said proposed well are attached hereto as exhibits “A” and “B”, respectively.

PART 2: That the City Council hereby makes the following determinations with respect to said proposed Permit:

1. That the following amount and type of security instrument has been issued: a bond in the amount of two-hundred and fifty thousand dollars and no cents (\$250,000) and as attached hereto as exhibit “C.”
2. That the operations proposed under the Permit are reasonable under the circumstances and conditions prevailing in the area;
3. That the operations proposed under the Permit are consistent with the health, safety, and welfare of the public when and if conducted in accordance with the permit conditions to be imposed; and
4. That the impact upon adjacent property and the general public of operations conducted in compliance with the Permit conditions are reasonable and justified, balancing the following factors:

- (1) The right of the owner(s) of the mineral estate to explore, develop, and produce the minerals.
- (2) The availability of alternate drill sites, both presently and at other times during the lease term.
- (3) The date of acquisition by the various owners of the surface and mineral estates.

PART 3: That based upon the above the City Council hereby grants said Permit and authorizes the City Manager or his designee to take any and all reasonable action to issue same.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

# Application for Permit

---

**TO CONDUCT OPERATIONS FOR THE DISCOVERY AND PRODUCTION OF OIL, GAS AND  
ASSOCIATED HYDROCARBONS WITHIN THE CITY OF COLLEGE STATION, TEXAS**

**HALCON OPERATING CO., INC.**

**BISONTE #3H**

**BRAZOS COUNTY, TEXAS**

**1. APPLICANT'S NAME AND ADDRESS:**

Jamie A. Robinson, Sr. Regulatory Analyst  
Halcon Operating Co., Inc.  
1000 Louisiana; Suite 6700  
Houston, Texas 77002  
713-652-4811

**2. NAME AND ADDRESS OF DRILLING COMPANY:**

Trinidad Drilling LP  
Southern Division Main Office  
20105 Krahn Road  
Spring, Texas 77388

**3. NAME AND ADDRESS OF OPERATOR:**

Halcon Operating Co., Inc.  
1000 Louisiana; Suite 6700  
Houston, Texas 77002

**4. PROPOSED WELL NAME:**

Bisonte #3H

**5. PROPOSED DEPTH OF WELL:**

Halcon Operating Co., Inc. intends to drill the Bisonte #3H to an approximate depth of 9,000'± (true vertical depth) and 20,000'± (measured depth) with the lateral in the Eagleford formation.

**6. LOCATION AND DESCRIPTION OF ALL IMPROVEMENTS AND STRUCTURES WITHIN ONE THOUSAND (1000) FEET OF THE WELL:**

Please refer to attached Exhibit A

**7. SITE PLAN OF PROPOSED OPERATION, SHOWING LOCATION OF ALL IMPROVEMENTS AND EQUIPMENT:**

Please refer to attached Exhibit B

**8. AREA MAP SHOWING PROPOSED TRANSPORTATION ROUTE AND ROADS FOR EQUIPMENT, CHEMICALS OR WASTE PRODUCTS USED OR PRODUCED BY THE OIL OR GAS OPERATION AND ALL NATURAL FEATURES ON THE SITE:**

Please refer to attached Exhibit C

- 9. DESCRIPTION OF TYPE, KIND, SIZE AND AMOUNT OF MAJOR EQUIPMENT USED BEFORE COMPLETION AND REWORKING:**  
Please refer to attached Exhibit D
- 10. DESCRIPTION OF SURFACE EQUIPMENT AFTER DRILLING AND COMPLETION:**  
Please refer to attached Exhibit A
- 11. WELL SURFACE CASING AND CEMENTING PROGRAM:**  
Please refer to attached Exhibit E
- 12. COPIES OF RAILROAD COMMISSION FORMS AND DRILLING PERMIT:**  
Please refer to attached Exhibit F
- 13. SECURITY INSTRUMENT CONSISTING OF AN IRREVOCABLE LETTER OR CREDIT, INDEMNITY BOND OR CERTIFICATE OF DEPOSIT, AS REQUIRED BY THE ORDINANCE AND IN THE AMOUNT DETERMINED BY THE CITY COUNCIL WITHIN 30 DAYS AFTER COUNCIL APPROVAL: "H"**  
Please refer to Bond No. SUR0023701 in the amount of two hundred fifty thousand dollars (\$250,000)
- 14. NAME OF REPRESENTATIVE WITH SUPERVISORY AUTHORITY OVER ALL OR GAS OPERATION SITE ACTIVITIES AND PHONE NUMBER WHERE HE/SHE CAN BE REACHED TWENTY-FOUR (24) HOURS A DAY:**  
Adam Yanez: 936-245-3939  
Bill Walker: 713-345-1000
- 15. LEGAL DESCRIPTION OF THE PROPERTY TO BE USED FOR THE OIL OR GAS OPERATION, THE PARCEL AND THE PRODUCTION UNIT (PLAT DESCRIPTION OR METES AND BOUND BEARINGS) AND NAME OF THE GEOLOGIC FORMATION AS USED BY THE RAILROAD COMMISSION OF TEXAS. PROPERTY RECORDED BY PLAT SHOULD REFERENCE SUBDIVISION, BLOCK AND LOT NUMBERS:**
- 16. MINERAL LESSEE NAME AND ADDRESS:**  
Please refer to attached Exhibit G
- 17. SURFACE OWNER NAME AND ADDRESS:**  
Ann Fleming Hays  
11862 Old Wellborn Road  
College Station, Texas 77845
- 18. NAME AND ADDRESS OF INDIVIDUAL REPRESENTING THE OWNER/APPLICANT DESIGNATED TO RECEIVE NOTICE:**  
Jamie A. Robinson, Sr. Regulatory Analyst  
1000 Louisiana, Suite 6700  
Houston, Texas 77002

**19. EVIDENCE OF INSURANCE INFORMATION AS REQUIRED BY ORDINANCE NO. 1916:**

- (A) **COMMERCIAL GENERAL LIABILITY**      \$1,000,000
- (B) **AUTOMOBILE LIABILITY**                \$1,000,000
- (C) **WORKERS' COMPENSATION**            \$1,000,000

Please refer to attached Exhibit H

**20. SURVEY OF PRODUCTION UNIT AT A SCALE OF 1 PER 200 OR GREATER BY A TEXAS CERTIFIED SURVEYOR INCLUDING:**

- (A) **Lengths and bearings of all boundary lines for production**
- (B) **Exact acreage of the production unit**
- (C) **Exact location of the well within production with distances of a minimum of two adjacent boundary lines of the production unit**
- (D) **Length of maximum diagonal within the production unit**

Please refer to attached Exhibit I

**21. OWNER AND ADDRESS OF EACH PARCEL OF PROPERTY WITHIN ONE THOUSAND (1000) FEET OF THE PROPOSED DRILL SITE**

Please refer to attached Exhibit J

**22. COPIES OF ALL REPORTS REQUIRED BY THE DEPARTMENT OF WATER RESOURCES AND COMMISSION**

Please refer to exhibit K

**23. STATEMENT UNDER OATH SIGNED BY APPLICANT THAT THE INFORMATION SUBMITTED IN THE APPLICATION IS TRUE AND CORRECT:**

"I, Jamie A. Robinson, Sr. Regulatory Analyst of Halcon Operating Co., Inc., do hereby affirm that the information submitted in and attached to the Application for Permit to Conduct Operations for the Discovery and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas for the Bisonte #3H is true and correct."

June 24, 2014

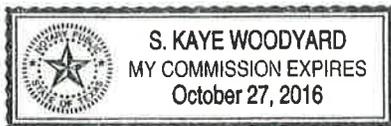
\_\_\_\_\_  
Jamie A. Robinson, Sr. Regulatory Analyst

STATE OF TEXAS

COUNTY OF HARRIS

Sworn to and subscribed before me this 24<sup>th</sup> day of June, 2014 by the above named **Jamie A. Robinson**, who is personally known to me.

Given under my hand and seal this day and year last written above



\_\_\_\_\_  
S. Kaye Woodyard  
Notary Public in and for the State of Texas

**24. INFORMATION FOR SEISMIC PERMITS**

Not applicable



# SITE PLAN

FOR  
Bisonte #3H

## SURFACE LOCATION POSITION:

NORTHING (Y) = 10,196,417.06'      LAT. = 30° 34' 38.20" (N)  
EASTING(X) = 3,557,924.04'      LONG. = -96° 19' 26.84" (W)

HALCON OPERATING COMPANY INC.

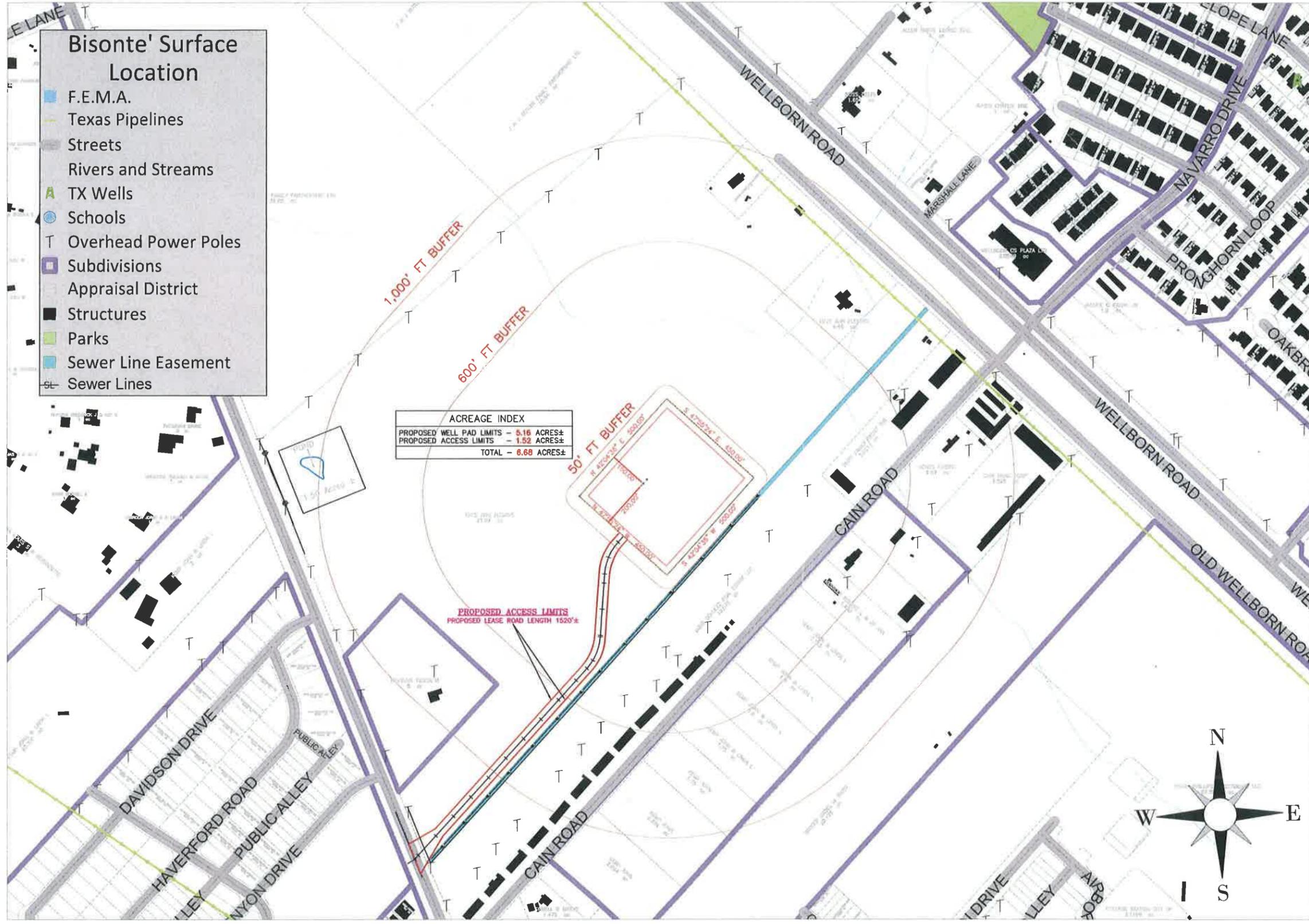
C. Burnett Survey, A- 7  
BRAZOS COUNTY, TEXAS

PREPARED BY:  
HALCON RESOURCES  
Vincent Ortiz

## NOTES PURSANT TO SITE PLAN:

- LEGAL DESCRIPTION:  
 PAD DESCRIPTION:  
 CURRENT OWNER & MINERAL LESSEE:  
 CURRENT SURFACE OWNER:  
 CURRENT MINERAL OWNER:
- WELL OPERATED BY:
- THERE ARE RESIDENCES WITHIN 1000' FT OF WELL THAT WILL BE NOTIFIED BY MAIL OF OUR OPERATIONS
- THERE ARE NO CHURCHES, HOSPITALS, REST HOMES, SCHOOLS, PRE-SCHOOLS, NURSERIES OR PLACES OF PUBLIC ASSEMBLY WITHIN 1000' FT OF WELL.  
 DRILLSITE & ACCESS ROAD ARE NOT WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD LAYOUT PROVIDED.

ADDITIONAL NOTES:  
 Elevation System  
 NAD 83  
 Scale 1" = 10'



ACREAGE INDEX	
PROPOSED WELL PAD LIMITS	- 5.16 ACRES±
PROPOSED ACCESS LIMITS	- 1.52 ACRES±
<b>TOTAL</b>	<b>- 6.68 ACRES±</b>

### Bisonte' Surface Location

- F.E.M.A.
- Texas Pipelines
- Streets
- Rivers and Streams
- TX Wells
- Schools
- Overhead Power Poles
- Subdivisions
- Appraisal District
- Structures
- Parks
- Sewer Line Easement
- Sewer Lines

**BOND**  
**(License or Permit - Continuous)**

**ARGONAUT INSURANCE COMPANY**  
Deliveries Only: 225 W. Washington, 6<sup>th</sup> Floor, Chicago, IL 60606  
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Bond No. SUR0023701

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Halcon Operating Co., Inc., as Principal, and Argonaut Insurance Company, a corporation duly incorporated under the laws of the State of Illinois and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto City of College Station, PO Box 9960 College Station, TX 77842 as Obligee, in the penal sum of Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Drilling / Operating Permit for Bisonte #3H.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on the 4th day of June, 2014.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 4th day of June, 2014.

Halcon Operating Co., Inc.

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

, Principal

Argonaut Insurance Company

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

Brett A. Tisdale, Attorney-in-Fact

**OIL & GAS OPERATIONS PERMIT APPLICATION**  
**CITY ENGINEER'S REPORT TO THE PRC**

**ADMINISTRATIVE INFORMATION**

**PRC MEETING DATE:** 09/19/14  
**CASE FILE NO.** 14-400034  
**WELL NAME:** Bistonte #3H  
**APPLICANT:** Halcon Operating Co., Inc.  
**DRILLING COMPANY:** Trinidad Drilling LP  
**WELL CLASSIFICATION:** High Impact Classification, 1 each Vertical/Horizontal Wells  
**LOCATION:** Surface ~1400 feet NNE of Holleman Dr S and Cain Rd Intersection  
**DEPTH:** ~9000 feet Vertical Depth and ~20,000' Measured Depth with Lateral  
**ACCESS:** Drilling and Production Truck Route – Direct access from Holleman Dr South to Rock Prairie Road West and to Wellborn Road

REQUIREMENTS AND PERMITS:	REQUIRED		PROVIDED AND ACCEPTABLE		
	YES	NO	YES	NO	N/A
Application Fee	X		X		
Technical Consultant Fee	X		X		
Texas Railroad Commission (Drilling Permit)	X		X		
FAA (Hazard to Aviation Determination)		X			X
Airport Zoning Board Height Variance		X			X
Insurance Certificates	X		X		
Surety	X		X		
Driveway Permit	X		X		

As a High Impact Well, the applicant was required to pay for the City hiring a Technical Consultant for a third party analysis of the application in accordance with the city regulations. The City Engineer hired CME Testing and Engineering, Inc. which accordingly provided an Environmental Impact Assessment Report (EIA) with an evaluation and recommendations. The City Engineer concurs with the EIA findings and all recommendations such that all included recommendations be included as conditions to the permit; though the EIA did not identify significant concerns with the proposed well.

**PRC REVIEW ITEMS**

**a. Alternate well location due to adjacent land uses.**

(See Application Exhibit A) The ordinance requires drill sites to have a 600 foot separation from a "...residential unit, unless waived by the residential unit property owner and the party entitled to occupy the premises." The proposed site is approximately 300 feet northwest of the nearest existing residential building on Cain Road. There is a total of five four-plexes and two single-family houses within 600 feet of the proposed site, all along Cain Road. The proposed site could be relocated an additional 300 feet to the northwest to remove all of the buildings from the 600 foot buffer and still be on the same 71.07 acre property, however the applicant has indicated the land owner would not be favorable to this option.

To seek consideration of approval of the proposed site location within 600 ft of residential units in accordance with the ordinance, the applicant must receive waivers from all the subject residential owners and occupants. The EIA concluded the proposed separation distances to the nearest residential back yard fences should not have a significant adverse effect on human health.

**b. Air pollution control devices.**

The drilling rig shall have industry standard air pollution control devices installed. Per the EIA, operator shall be pro-active with dust control on roads and driveway.

**c. Noise and light control.**

The EIA recommended to limit noise exposure at the nearest residence to 72dBA continuous. Halcon prepared a Noise Mitigation Plan which recommended sound walls on the east, south, and west sides of the site which is designed to keep the noise well below 72bBA.

The EIA recommends lights be orientated and minimized below 0.5 ft-candles at the rear of the residences.

Site development other than drilling shall be conducted only between 7:00 a.m. and 7:00 p.m.

**d. Type of pump engine.**

Electric

**e. Height of pump equipment.**

30 feet

**f. Fire control measures, as required by this Ordinance.**

Permittee shall erect and maintain signs which identify the well by name, the operator, his address and a 24 hr emergency contact phone number at the well site and at the intersection of the well site access road and the public street.

The College Station Fire Department will provide emergency response and limited fire-fighting services surrounding and up to the site. The operator will be responsible for fire-fighting within the site in accordance with all Texas Railroad Commission regulations. The operator has contracted emergency response fire-fighting of the site to Boots and Coots and has provided an associated Well Control Contingency Plan.

**g. Fence and/or visual screening, as required by this Ordinance.**

Drilling/Completions: If the drilling site is not occupied by the applicant or drilling company during the entire drilling period (24 hours/7days a week), security fencing will be required during drilling operations.

Production: A six-foot solid screen fence around the perimeter of the site is proposed in accordance with ordinance requirement.

**h. Landscaping, as required by this Ordinance.**

A landscape plan has been provided in accordance with ordinance Section 7.5 Landscaping and Tree Protection. The plantings are to be disbursed around the perimeter of the site.

**i. Responsibilities of pump site and storage site maintenance.**

Halcon is applying as the operator. Halcon has indicated emergency services has been contracted to Boots and Coots.

The EIA recommends the City inspect the berm maintenance and site for spills twice per week during the drilling phase, and monthly during the production.

**j. Safety procedures.**

Halcon has prepared an Emergency Preparedness and Response Plan to address emergency and response actions.

**k. Special handling, storage, or disposal of sludge/waste.**

College Station's Oil and Gas permits typically provide a condition to require the operator to notify the City Engineer within 24 hours of an onsite crude oil spill exceeding 55 gallons or any spill into water that creates a sheen.

Crude oil spills on the ground equal to or greater than 210 gallons or any spill into water that creates a sheen must be reported to TCEQ.

The operator has provides a Spill Prevention Control and Countermeasure Plan and shall maintain a monthly inspection log which address if site spills occur. The copy of said log will be provided to the City prior to permit annual renewal or when requested by the City.

Halcon will truck off sludge to one of the existing salt water deposal facilities in Brazos County.

The EIA recommends the City inspect the berm maintenance and site for spills twice per week during the drilling phase, and monthly during the production.

**l. Hours of pumping operation.**

Pumps will run continuously intermittent, but will be electric.

**m. Gas flaring.**

There will be no gas flaring.

**n. Location of storage facilities.**

Production and storage tanks shall be contained within containment area constructed in accordance with applicable oil field practice. Berms shall be constructed and maintained to retain not less than **110%** of the capacity of the largest of such tanks.

The EIA recommends the City inspect the berm maintenance and site for spills twice per week during the drilling phase, and monthly during the production.

**o. Traffic loads or patterns, proposed street development, as required by this Ordinance, and ingress/egress of vehicular traffic.**

Halcon has provided a Truck Route Map which defines and limits the acceptable truck route.

The access drive apron must have and maintain at a minimum, an asphalt surface from the street to the right-of-way line that conforms to the minimum pavement design as described in the Bryan/College Station Standards.

The remainder of the access drive shall be surfaced with crushed rock, gravel, ore, or oiled and maintained to prevent dust and mud.

Ingress/egress during production operation is via a proposed 35' wide gravel site access road along the western edge of the property line off Holleman Drive South.

Trucks shall not park or load/unload on or adjacent to a street.

**p. Water source used during drilling operation.**

A permit has been issued to the applicant from the Brazos Groundwater District for a water well adjacent to the proposed site.

**q. Full line location and route between the well head and storage facilities.**

An exhibit depicting the direct line from well bore to separator was provided.

**STAFF COMMENTS:**

This item is intended to be scheduled for the next available Council Meeting which is October 9th. To make this date, the City has already initiated notice to the local newspaper to run a public notice and mail notices to residences within 1500 ft of the site no later than September 22nd. Additionally, this report was prepared for the Project Review Committee (PRC), which is defined as the P&Z Commission Chair, Planning Director, Fire Marshall, and City Engineer. This committee shall make recommendations to City Council for consideration.

**RECOMMEND SECURITY FOR COMPLIANCE WITH PERMIT TERMS AND ORDINANCE:**

A bond for \$250,000 is required for security and has been provided.

**SCHEDULE FOR COUNCIL ACTION:**

City Council Regular Meeting:                      Publish according to High Impact Classification with Public Hearing and Council consideration on October 9, 2014.

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**HIGH IMPACT  
OIL AND GAS PERMIT  
ISSUED BY THE CITY OF COLLEGE STATION, TEXAS**

**PERMITTEE:** Halcon Operating Co., Inc.  
1000 Louisiana Street, Suite 6700  
Houston, Texas 77002

**EXPIRATION DATE:** October 9, 2015

**WELL NAME:** Bistonte Unit, Well No. 3H

**PERMIT NO:** 14-400034

**REGULATION:** The City Council of the City of College Station has determined that the testing and exploration for and development, production and storage of oil, gas, and mineral hydrocarbons (including enhanced or secondary recovery thereof) within the City limits is an activity which necessitates reasonable regulations in order that such activities will not cause injury or property damage to the citizens of the City, and that such activities should conform to the comprehensive plan and zoning ordinances of the City as far as practicable in order to preserve the integrity of said ordinances and regulations. The City recognizes that conflicting property rights exist in the carrying out of such activities, and further recognizes the rights of all property owners, minerals and otherwise, to the peaceable enjoyment of their property and the benefits and revenues therefrom.

**UNLAWFUL:** It shall be unlawful to engage in any activity not permitted by the terms of this permit and the applicable laws, or to fail to comply with any condition set forth in this permit.

**PERMIT TERMS:** This permit is issued in accordance with Ordinance No. 1916, Chapter 4 Section 13 of the Code of Ordinances of the City of College Station, Texas, and with applicable ordinances, rules, regulations and laws of the City of College Station, the State of Texas and of the United States of America and their respective agencies, commissions and regulatory bodies.

The City Engineer is authorized and directed to enforce this Ordinance. Whenever necessary to enforce any provision of this Ordinance, or whenever the City Engineer has reasonable cause to believe any condition exists upon any premise or in any building contrary to this Ordinance, he may enter such place at any reasonable time to inspect or perform any duty imposed by this Ordinance.

*Halcon Operating Co., Inc.* is hereby issued this Oil and Gas Permit, having posted a Security Instrument in the amount of Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00), in the form of a bond as set forth in Ordinance No. 1916, and required by action of the City Council.

Additional terms and conditions of the granting, issuance and continued effectiveness of this Oil and Gas Permit follow:

### **I. ADMINISTRATIVE REQUIREMENTS:**

Permittee shall comply with Permittee's Application for Permit to conduct operations for the Discovery and Production of Oil, Gas and Associated Hydrocarbons within the City of College Station, Texas except as modified by this permit.

Permittee shall comply will all applicable Ordinances, Rules, Regulations and Laws of the City of College Station, the State of Texas, and of the United States of America and their respective agencies, commissions, and regulatory bodies.

Permittee shall comply with all recommendations in the September 16, 2014 Environmental Impact Assessment Report (EIA) prepared by CME Testing and Engineering, Inc.

Permittee shall comply with approved Truck Route Map for only approved access to the site from City roadways.

This permit is issued for a period of one (1) year. To continue oil and gas operations under this permit, the operator shall submit an application for renewal no later than thirty (30) days before the expiration of this permit.

The permittee shall maintain the security instrument and insurance required for issuance of this permit in effect for the terms of this permit.

### **II. SITE LOCATION:**

No oil or gas drill site may be located or oil and gas operation shall occur:

- a. Within fifty feet (50') of any street, right-of-way, alley, or utility easement.
- b. Within six hundred feet (600') of a cemetery, park, or residential unit, unless waived by the residential unit property owner and the party entitled to occupy the premises.

Applicant has provided waivers from referenced residential unit property owners and the parties to occupy the premises.

- c. Within one thousand feet (1,000') of any school or hospital.
- d. In any public park unless authorized by State law.
- e. In any City streets or alleys.

### **III. SITE DEVELOPMENT:**

Site development other than drilling shall be conducted only between 7:00 a.m. and 7:00 p.m.

Access to the site shall be via private access drive from Holleman Drive South.

The access drive apron must have at a minimum, an asphalt surface from the street to the right-of-way line that conforms to the minimum pavement design as described in the College Station Standard Specifications for Street Construction.

The remainder of the access drive shall be surfaced with crushed rock, gravel, ore, or oiled and maintained to prevent dust and mud. Drives shall be a maximum of thirty-five (35) feet wide.

Trucks shall not park or load/unload on or adjacent to a street.

#### **IV. SCREENING AND LANDSCAPING:**

The approved landscape plan shall be implemented and maintained. The plantings are to be disbursed around the perimeter of the site.

#### **V. DRILLING SITE REQUIREMENTS:**

No drilling shall occur within one hundred feet (100') of any oil storage tank, ignition source, or building.

If the drilling site is not occupied by the applicant or drilling company during the entire drilling period (24 hours/7days a week), security fencing will be required during drilling operations.

Permittee shall confine light and noise associated with exploration and production activities to the site to the maximum extent possible.

No drilling or re-working shall occur within one hundred (100) feet of any oil storage tank, ignition source or building.

At the conclusion of drilling, the drill site shall be cleaned within forty-eight (48) hours of all equipment and machinery that is not needed to produce the well.

At the conclusion of the drilling operation all equipment, materials and constructed items shall be removed from the area outside the production site. This area shall be returned to its original state within thirty (30) days of the completion of the drilling operation.

Drilling mud, cuttings, oil, or liquid hydrocarbons and all other oil field waste derived or resulting from or connected with the drilling, re-working, or deepening of any well shall be discharged into portable steel tanks or a earth pits.

Upon completion of drilling operations waste materials stored in portable steel tanks shall be removed from the site no later than thirty (30) days. Waste material stored in pits shall be removed from the site and the liner shall be removed to the maximum extent practicable and the pits shall be filled and leveled. Burning of sludge pits shall not be permitted.

The drilling rig shall have industry standard air pollution control devices installed. Per the EIA, operator shall be pro-active with dust control on roads and driveway.

Per the EIA, limit noise exposure at the nearest residence to 72dBA continuous. Implement and maintain the Noise Mitigation Plan with sound walls on the east, south, and west sides of the site which is designed to keep the noise well below 72bBA.

## **VI. PRODUCTION SITE REQUIREMENTS:**

Within thirty (30) days after completion of drilling the site shall be screened by a fence enclosure constructed of any material compatible with surrounding uses which effectively screens the site and have landscaping.

Security fencing is required during the drilling operations.

A six foot (6') solid screen fence around the entire perimeter of the site is required.

All fencing should be at least one hundred feet (100') from any well.

All fencing shall be of a solid neutral color compatible with surrounding uses and shall be maintained in a neat, orderly, secure condition. Neutral colors for fencing shall include unobtrusive shades of sand, grey, brown, or other colors approved by the PRC.

Upon completion of a well as a commercial producer, any apparatus used in the production of the well, including pump jacks, shall be enclosed as to prevent any entry by unauthorized persons and to prevent well equipment from being seen. The enclosure walls shall be solid and constructed with privacy fence materials. The enclosure shall remain locked at all times unless the well is being serviced by the operator or its service companies.

The shall at all times be kept free of debris, pools of oil, water or other liquids, weeds, brush, trash, or other waste material.

All discarded surplus materials, supplies, and refuse shall be removed from the operation site no later than thirty (30) days after completion of drilling operation.

Permittee shall erect and maintain signs which identify the well by name, the operator, his address and a 24 hr emergency contact telephone number at the well site and at the intersection of the well site access road with the public street.

A Permanent weatherproof signs reading "DANGER NO SMOKING ALLOWED" shall be posted at the entrance of the well site and tank battery.

The production site shall have a gate which shall be kept closed and locked except while occupied by Permittee, Permittee's personnel, Permittee's agents/representatives, City Engineer/designate or the Fire Department. The City Engineer shall be provided the combination to the gate lock.

Only electric prime movers or motors shall be permitted for the purpose of pumping wells.

All production equipment on the site shall be painted and maintained at all times, including pumping units, storage tanks, buildings and structures. Permittee shall paint pumping units, storage tanks, and vessels a neutral color, or such other color scheme as may be approved by the City Planner.

No person shall allow, cause, or permit gases vented into the atmosphere to be burned by open flame except as allowed by law or permitted by the Commission.

Production and storage tanks shall be contained within earthen berms constructed in accordance with applicable oil field practice. Berms shall be constructed and maintained to retain not less than 110% of the capacity of the largest of such tanks.

No street or alley may be blocked or obstructed by any drilling or producing operations unless prior consent is obtained by the operator in the form of a resolution adopted by the Council, except when necessary to protect life or property in connection with emergency operations being conducted.

No person shall place, deposit, discharge, cause, or permit to be placed, deposited, or discharged, any oil, naphtha, petroleum, asphalt, tar, hydrocarbon substances, or any refuse, including wastewater or brine, from any oil and gas operation or the contents of any container used in connection with any oil operation in, into, or upon any public right-of-way, storm drain, ditch or sewer, sanitary, drain or sewer, any body of water, or any private property in the City.

No drilling equipment, re-working equipment, other portable equipment or idle equipment which are not essential to the everyday operation of the activity located thereon shall be stored on the oil or gas operation site.

Lumber, pipes, tubing, and casing shall not be left on the site except when drilling or well servicing operations are being conducted.

No person, owner, or operator shall store or park any vehicle or item of machinery on any street, right-of-way, driveway, alley, or upon any oil or gas operation site which constitutes a fire hazard or an obstruction to or interference with fighting or controlling fires except that equipment which is necessary for the maintenance of the site or for gathering or transportation of hydrocarbons from the site. The Fire Department shall be the entity which determines whether any equipment on the site shall constitute a fire hazard.

Per the EIA, limit noise exposure at the nearest residence to 72dBA continuous. Per the EIA, orientat and minimize light to below 0.5 ft-candles at the rear of the residences.

## **VII. WELL SERVICING AND SITE MAINTENANCE:**

No re-working shall occur within one hundred feet (100') of any oil storage tank, ignition source, or building.

After completion of well servicing or abandonment, owner shall repair all damage to public property caused by such servicing or abandonment operations.

At the conclusion of re-working operations, the drill site shall be cleaned within forty-eight (48) hours of all equipment and machinery that is not needed to produce the well.

Idle equipment will not be stored on the site. All well servicing equipment shall be removed from the site within fifteen (15) days after completion of a well servicing operation.

After completion of well servicing or abandonment, Operator shall repair all damage to public property caused by such servicing or abandonment operations.

All property on which an oil or gas operation occurs shall at all times be kept free of debris, pools of oil, water or other liquids, weeds, brush, trash, or other waste material.

#### **VIII. ENVIRONMENTAL UPSETS:**

After any leak, spill, or malfunction, the permittee shall remove or cause to be removed to the satisfaction of the City Engineer, and Fire Department all oil and waste materials from property affected by such spill, leak or malfunction.

In the event of the loss of control of any well or other oil and gas operation, (i.e., blowout, etc.) the Operator shall immediately take all reasonable steps to regain control of such activity regardless of any other provisions of this Ordinance and shall notify the City Engineer as soon as practicable.

#### **IX. EMERGENCY SERVICES:**

Permittee shall erect and maintain signs which identify the well by name, the operator, his address and a 24 hr emergency contact phone number at the well site and at the intersection of the well site access road and the public street.

The College Station Fire Department will provide emergency response and limited fire-fighting services surrounding and up to the site. The operator will be responsible for fire-fighting within the site in accordance with all Texas Railroad Commission regulations. The operator has contracted emergency response fire-fighting of the site to Boots and Coots and has provided an associated Well Control Contingency Plan.

Per the PRC, the Permittee shall provide and maintain a minimum of a 10 ft wide earthen drive access path outside the site landscaping for wild land fire-fighting apparatus truck access and to assist in fire break.

#### **X. ACQUISITION AND TRANSFER OF EXISTING OPERATIONS**

Transfer of the site operations by Permittee or acquisition of operations at this site by another party does not constitute transfer of this permit. The transferring party and acquiring party shall notify the City Engineer in writing, within ten (10) days of the transfer or acquisition.

The notice shall contain the following:

- a. The name and address of the person acquiring such well, property or site involving an oil or gas operation.
- b. The name and location of the oil or gas operation.
- c. The date of acquisition.
- d. A description of the properties and equipment acquired, and the oil or gas operation.
- e. The name and address of any individual designated to receive service of notice in compliance with the notice provision requirements.

## **XI. SITE ABANDONMENT**

During abandonment, Operator shall comply with all applicable sections in this Ordinance

Abandonment shall be approved by the City Engineer after restoration of the drill site and the subsurface thereof has been accomplished in conformity with the following requirements:

- a. All tanks, towers, and other surface installations are removed from the site.
- b. All concrete, piping, wood, and other foreign materials regardless of depth, except surface casing, are removed from the site, unless otherwise directed by the Commission.
- c. All holes and depressions are filled with clean compatible soil.
- d. All oil, waste oil, refuse, or waste material is removed from the site.
- e. Operator pays an abandonment fee in an amount set by Council resolution.

## **XII. PERMIT SUSPENSION OR REVOCATION**

The City Engineer may, in writing, suspend or revoke any permit issued under the provisions of this article upon finding any of the following:

- a. Permittee failed, neglected, or refused to perform and comply with the conditions of this Permit.
- b. Permittee failed, neglected, or refused to comply with or abide by, or in any way violated any provision of this Ordinance or any regulation, law, rule, or order either directly or indirectly, by reason of or in connection with or incidental to the conduct of his oil or gas operation.
- c. Any of the Permittee's operations or the continuance thereof upon the premises covered by the permit is a menace or hazard to public or private property, or to any interest of the City, or to the lives or safety of persons.





Legislation Details (With Text)

**File #:** 14-722      **Version:** 1      **Name:** First Street Temporary On-Street Parking Removal  
**Type:** Ordinance      **Status:** Agenda Ready  
**File created:** 9/23/2014      **In control:** City Council Regular  
**On agenda:** 10/9/2014      **Final action:**  
**Title:** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, to temporarily remove parking along the 300 Block of First Street.  
**Sponsors:** Danielle Singh  
**Indexes:**  
**Code sections:**  
**Attachments:** [Location Map](#)  
[First Street Temp Park Remove 9-30-14docx.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, to temporarily remove parking along the 300 Block of First Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This ordinance amends Chapter 10, "Traffic Code", by temporarily removing parking from the 300 Block of First Street from December 1, 2014 to July 1, 2015.

As part of the development of The Domain at Northgate, the applicant has requested a partial lane closure on First Street adjacent to the site for the duration of construction activities. This request was reviewed by the Fire Department, Planning and Development Services, and Public Works. It was concluded that if a partial lane closure is approved by staff, parking must be temporarily removed from the 300 Block of First Street to ensure emergency service vehicular access on this block.

Letters were mailed to all property owners adjacent to the parking removal. Additionally, on September 9<sup>th</sup>, Mitchell & Morgan, the engineer for the applicant, held a meeting with the property owners to discuss the plan. The Northgate District Association was also notified of the temporary parking removal.

Budget & Financial Summary: The “No Parking” signs will be installed by the contractor as part of their Traffic Control Plan.

Attachments:

1. Location Map
2. Ordinance



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

**AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS", (1) "TRAFFIC SCHEDULE XIV – NO PARKING HERE TO CORNER OR NO PARKING ANY TIME" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY TEMPORARILY REMOVING ON-STREET PARKING ALONG THE EAST SIDE OF FIRST STREET BETWEEN CHURCH AVENUE AND LOUISE STREET, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

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

**PART 1:** That Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations for Certain Described Areas", (1) "Traffic Schedule XIV – No Parking Here to Corner or No Parking at Any Time" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00).

**PART 4:** This Ordinance becomes effective on December 1, 2014 and will expire and terminate on July 1, 2015.

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

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT “A”**

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations for Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking at Any Time”, is hereby amended to include the following:

No Parking on the east side of First Street between Church Avenue and Louise Street. This parking removal will begin on December 1, 2014 expire and terminate on July 1, 2015.



## Legislation Details (With Text)

<b>File #:</b>	14-724	<b>Version:</b>	1	<b>Name:</b>	Lick Creek Park Right-of-Way and Easements
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	9/24/2014	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	10/9/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative for Right-of-Way, Public Utility Easements and Public Utility, Public Access and Landscape Easements exist for the road widening of Rock Prairie Road East, the extension of water lines and the extension of other public utilities to the proposed Lick Creek Nature Center and connection of wastewater lines, all other public utilities and public access ways for proposed development, and that all reasonable planning measures have been taken to minimize the harm to such parkland.				
<b>Sponsors:</b>	Donald Harmon, David Schmitz				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Lick-Creek-Park-ROW and PUEs Resolution and Exhibit A-Draft 20-Aug-2014.pdf</a> <a href="#">Lick Creek Park Area Map.pdf</a> <a href="#">Notice of Public Hearing.pdf</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action and discussion on a resolution that establishes the City Council determination that the use of parkland is allowable and that no other feasible or prudent alternative for Right-of-Way, Public Utility Easements and Public Utility, Public Access and Landscape Easements exist for the road widening of Rock Prairie Road East, the extension of water lines and the extension of other public utilities to the proposed Lick Creek Nature Center and connection of wastewater lines, all other public utilities and public access ways for proposed development, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: Approval of this item will establish easements and street right-of-way across Lick Creek Park needed for the development of the Lick Creek Nature Center and the City-owned 63.187 acre tract that is being marketed for sale to the public. The park and the 63.187 acre tract are adjacent and located on Rock Prairie Road, south of W. D. Fitch Parkway.

A 30' wide Public Utility, Public Access and Landscape Easement is being proposed from the southern property boundary of the 63.187 acre tract to an existing utility easement that is located within the park. This will allow for development of the 63.187 acre tract into a residential neighborhood as intended with the zoning change initiated by the City in Ordinance 2012-3396. The easement will also provide for future park development and improvements such as water fountains, trails, bathrooms, etc.

A 20' wide public utility easement will be needed along Rock Prairie Road to install a water line to serve the Lick Creek Nature Center and to maintain continuity with the neighboring property. The planned water line is much larger than what is needed for the park, allowing for it to be extended further along the easement to serve the 63.187 acre tract and other undeveloped properties.

According to the City's Thoroughfare Plan, an approximate 25' wide strip of right-of-way needs to be reserved across the northern park boundary. This will allow for eventual road widening and will match the right-of-way dedicated by the adjacent property and other developed tracts in the area.

Legal descriptions and survey plats illustrating the right-of-way and easements are attached in Exhibit "A". It is anticipated that the granting of the right-of-way and easements will not have any negative impact to the park nor its' operations.

Utilization of parkland for the right-of-way and easements is considered a use or taking of protected land in the Texas Parks and Wildlife Code. Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING (a) states:

"A department, agency, political subdivision, county, or municipality of this state may not approve any program or project that requires the use or taking of any public land designated and used prior to the arrangement of the program or project as a park, recreation area, scientific area, wildlife refuge, or historic site, unless the department, agency, political subdivision, county, or municipality, acting through its duly authorized governing body or officer determines that:

- (1) there is no feasible and prudent alternative to the use or taking of such land; and
- (2) the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking."

Texas Parks and Wildlife Code Chapter 26.002: Notice of Hearing sets out the requirements for notification of the public hearing required in these situations. To be in compliance with this requirement, announcements of today's Public Hearing on this topic were posted in the Bryan/College Station Eagle on September 11<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup>, and October 2<sup>nd</sup>, 2014.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: N/A

Attachments:

- 1) Resolution with Exhibit "A"
- 2) Area Map of Lick Creek Park
- 3) Notice - Public Hearing Newspaper Announcement for Proposed Right-of-Way and Public Utility Easements

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE ESTABLISHMENT OF PUBLIC RIGHT-OF-WAY AND PUBLIC EASEMENTS WITHIN LICK CREEK PARK.**

WHEREAS, the Texas Parks and Wildlife Code Chapter 26.001: PROTECTED LAND; NOTICE OF TAKING et. seq. establishes the requirements for the use or taking of land currently designated and used as a park, recreation area, scientific area, wildlife refuge, or historic site; and

WHEREAS, the City of College Station wishes to widen a public road, install a water line and provide access to public utilities within Lick Creek Park;

WHEREAS, in compliance with statutory requirements recited above, notice and a public hearing were held where all interested persons present who were entitled to speak did so speak; now, therefore,

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

PART 1: That the facts and recitations set forth in the preamble of this resolution are hereby declared true and correct.

PART 2 That the City Council of the City of College Station, Texas, hereby determines there is no feasible and prudent alternative to the use of Lick Creek Park land for the widening of a roadway, installation of a waterline and access to public utilities as set forth in Exhibit "A" attached hereto.

PART 2: That the City Council of the City of College Station, Texas, hereby determines that the use of the parkland as described in this resolution includes all reasonable planning to minimize harm to the parkland.

PART 3: That, based upon the above, the City Council of the City of College Station, Texas, hereby approves the use of a portion of the Lick Creek Park land for the establishment of Public Right-of Way and Public Easements as set forth herein.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

---

City Attorney

# Exhibit "A"

## Joe Orr, Inc.

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

Proposed Rock Prairie Rd. R.O.W. Parcel  
Lick Creek Park Tract  
S.W. Roberson league A-202  
College Station, Texas  
8 August 2014

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being a variable-width strip of land along the north boundary of that 1265.370 acre tract conveyed to the City of College Station by deed recorded in volume 488, page 756 of the Deed Records of Brazos County, Texas, running along Rock Prairie Road East between the east line of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas and the east line the 1265.370 acre tract, and being more particularly described as follows:

Beginning at a 1/2" iron rod found at the northeast corner of the said 65.00 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E – 1107.05 feet.

Thence S 28° 35' 05" W – 25.99 feet, along the southeast line of the said 65.00 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "HP MAYO RPLS 5045" set in the proposed south right-of-way line (101 ft. width) of Rock Prairie Road East;

Thence along said proposed right-of-way line, through said 1265.370 acre tract as follows:

S 61° 15' 56" E – 645.33 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 2450.50 feet) through a central angle of 12° 27' 15" (Chord = S 67° 29' 33" E – 531.61 feet), to another iron rod with cap set at the end of the curve;

S 73° 43' 11" E – 133.24 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 1050.50 feet) through a central angle of 12° 16' 32" (Chord = S 79° 51' 27" E – 224.64 feet), to a Magnail set in pavement at the end of the curve;

S 85° 59' 43" E – 437.27 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 3050.50 feet) through a central angle of 4° 09' 52" (Chord = S 88° 04' 39" E – 221.67 feet), to another iron rod with cap set at the end of the curve;

N 89° 50' 25" E – 751.15 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 1050.50 feet) through a central angle of 4° 50' 26" (Chord = N 87° 25' 12" E – 88.72 feet), to another iron rod with cap set in the east line of the said 1265.370 acre tract, from where a 3/8" iron rod found marking the northwest corner of that 144.43 acre tract conveyed to Debra Dayhoff Sikes by deeds recorded in volume 3621, page 263 and volume 11128, page 293 of the Official Public Records of Brazos County, Texas, bears N 5° 37' E – 11.8 feet;

Thence N 3° 08' 19" W – 23.12 feet, along the east line of said 1265.370 acre tract, to the most easterly corner of this described tract where a 1/2" iron rod was found in 1999;

Thence along the north boundary of said 1265.370 acre tract and present south right-of-way line Rock Prairie Road East as follows:

S 89° 03' 06" W – 950.02 feet to an 8" fence angle post;

N 85° 50' 30" W – 629.56 feet to a 9" fence angle post;

N 73° 44' 43" W – 326.76 feet to another 9" fence angle post, from where said GPS control monument no. 257 bears N 62° 24' 25" W – 9.90 feet;

N 66° 50' 16" W – 398.60 feet to another 8" fence angle post;

N 61° 25' 40" W – 719.50 feet to the Point of Beginning and containing 1.511 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat dated August 2014.



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Proposed 20' Easement  
Lick Creek Park Tract  
S.W. Roberson league A-202  
College Station, Texas  
8 August 2014

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being a strip of land twenty feet (20') in width along the proposed south right-of-way of Rock Prairie Road East, through that 1265.370 acre tract conveyed to the City of College Station by deed recorded in volume 488, page 756 of the Deed Records of Brazos County, Texas, between the east line of that 65.00 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas and the east line the 1265.370 acre tract, and being more particularly described as follows:

Commencing at a 1/2" iron rod found at the northeast corner of the said 65.00 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E – 1107.05 feet.

Thence S 28° 35' 05" W – 25.99 feet, along the southeast line of the said 65.00 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "HP MAYO RPLS 5045" set in the proposed south right-of-way line (101 ft. width) of Rock Prairie Road East at the Point of Beginning and most northerly corner of this easement tract;

Thence along said proposed right-of-way line, through said 1265.370 acre tract as follows:

S 61° 15' 56" E – 645.33 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 2450.50 feet) through a central angle of 12° 27' 15" (Chord = S 67° 29' 33" E – 531.61 feet), to another iron rod with cap set at the end of the curve;

S 73° 43' 11" E – 133.24 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 1050.50 feet) through a central angle of 12° 16' 32" (Chord = S 79° 51' 27" E – 224.64 feet), to a Magnail set in pavement at the end of the curve;

S 85° 59' 43" E – 437.27 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 3050.50 feet) through a central angle of 4° 09' 52" (Chord = S 88° 04' 39" E – 221.67 feet), to another iron rod with cap set at the end of the curve;

N 89° 50' 25" E – 751.15 feet to another iron rod with cap set at the beginning of a tangent curve to the left;

Along the arc of said curve (Radius = 1050.50 feet) through a central angle of 4° 50' 26" (Chord = N 87° 25' 12" E – 88.72 feet), to another iron rod with cap set in the east line of the said 1265.370 acre tract, from where a 3/8" iron rod found marking the northwest corner of that 144.43 acre tract conveyed to Debra Dayhoff Sikes by deeds recorded in volume 3621, page 263 and volume 11128, page 293 of the Official Public Records of Brazos County, Texas, bears N 5° 37' E – 11.8 feet;

Thence S 3° 08' 19" E – 20.01 feet, along the east line of said 1265.370 acre tract, to the southeast corner of this easement tract;

Thence through said 1265.370 acre tract, 20 feet south and parallel to the previously described lines as follows:

Along the arc of a curve to the right (Radius = 1070.50 feet) through a central angle of 4° 48' 21" (Chord = S 87° 26' 15" W – 89.76 feet) to the end of the curve;

S 89° 50' 25" W – 751.15 feet to the beginning of a tangent curve to the right;

Along the arc of said curve (Radius = 3070.50 feet) through a central angle of 4° 09' 52" (Chord = N 88° 04' 39" W – 223.12 feet), to the end of the curve;

N 85° 59' 43" W – 437.27 feet to the beginning of a tangent curve to the right;

Along the arc of said curve (Radius = 1070.50 feet) through a central angle of 12° 16' 32" (Chord = N 79° 51' 27" W – 228.91 feet), to the end of the curve;

N 73° 43' 11" W – 133.24 feet to the beginning of a tangent curve to the right;

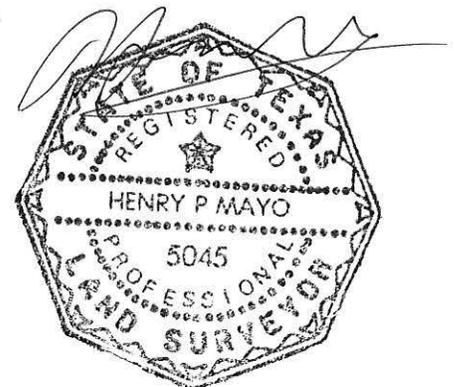
Along the arc of said curve (Radius = 2470.50 feet) through a central angle of 12° 27' 15" (Chord = N 67° 29' 33" W – 535.95 feet), to the end of the curve;

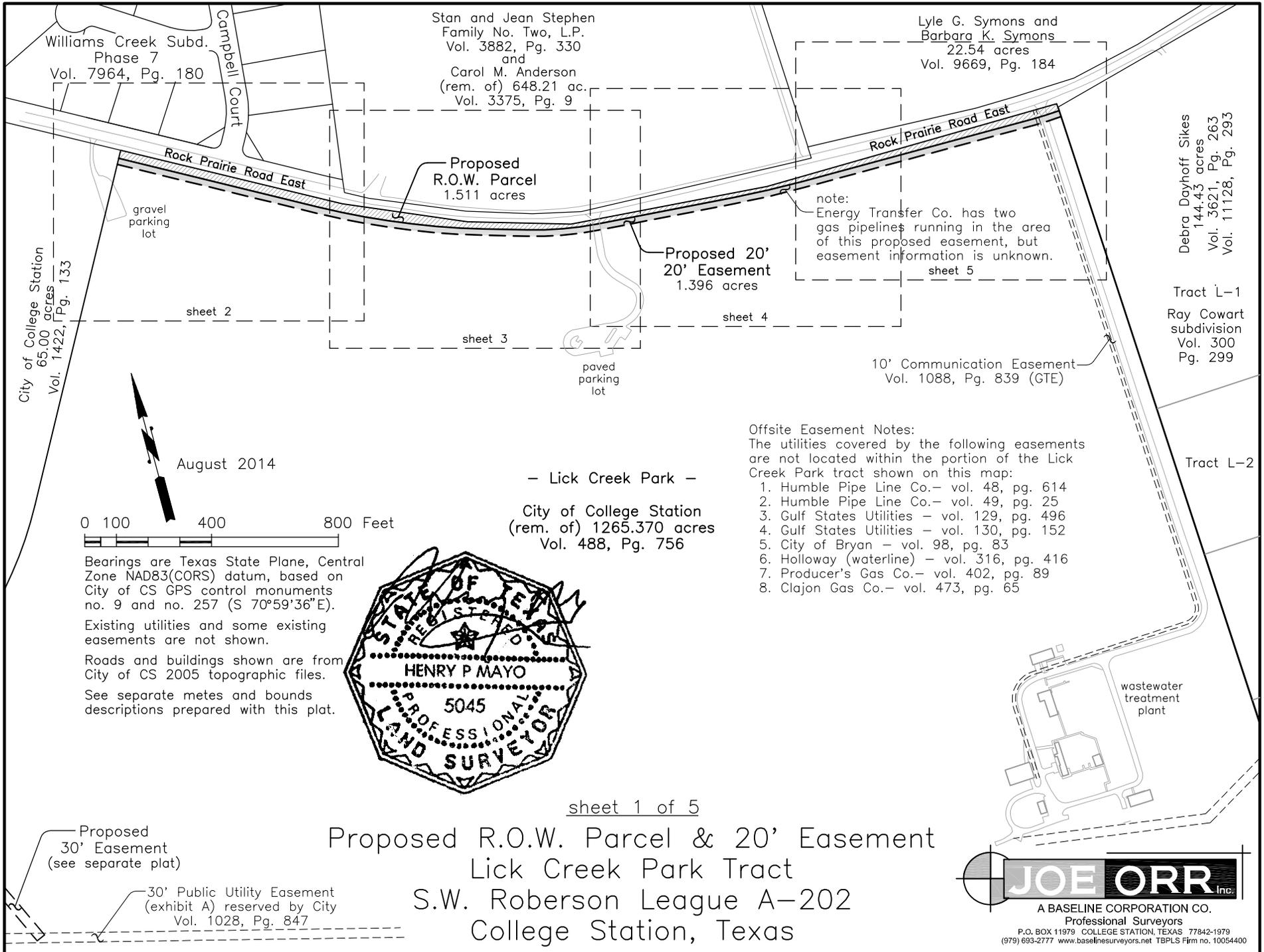
N 61° 15' 56" W – 645.28 feet to the southwest corner of this easement tract in the southeast line of said 65.00 acre tract;

Thence N 28° 35' 05" E – 20.00 feet, along the southeast line of the said 65.00 acre tract, to the Point of Beginning and containing 1.396 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat dated August 2014.





City of College Station  
65.00 acres  
Vol. 1422, Pg. 133

Williams Creek Subd.  
Phase 7  
Vol. 7964, Pg. 180

Stan and Jean Stephen  
Family No. Two, L.P.  
Vol. 3882, Pg. 330  
and  
Carol M. Anderson  
(rem. of) 648.21 ac.  
Vol. 3375, Pg. 9

Lyle G. Symons and  
Barbara K. Symons  
22.54 acres  
Vol. 9669, Pg. 184

Debra Dayhoff Sikes  
144.43 acres  
Vol. 3621, Pg. 263  
Vol. 11128, Pg. 293

Tract L-1  
Ray Cowart  
subdivision  
Vol. 300  
Pg. 299

Tract L-2

gravel parking lot

Proposed R.O.W. Parcel  
1.511 acres

Proposed 20'  
20' Easement  
1.396 acres

note:  
Energy Transfer Co. has two  
gas pipelines running in the area  
of this proposed easement, but  
easement information is unknown.  
sheet 5

sheet 2

sheet 3

sheet 4

paved parking lot

10' Communication Easement  
Vol. 1088, Pg. 839 (GTE)



August 2014

- Lick Creek Park -

0 100 400 800 Feet

City of College Station  
(rem. of) 1265.370 acres  
Vol. 488, Pg. 756

- Offsite Easement Notes:  
The utilities covered by the following easements are not located within the portion of the Lick Creek Park tract shown on this map:
1. Humble Pipe Line Co.- vol. 48, pg. 614
  2. Humble Pipe Line Co.- vol. 49, pg. 25
  3. Gulf States Utilities - vol. 129, pg. 496
  4. Gulf States Utilities - vol. 130, pg. 152
  5. City of Bryan - vol. 98, pg. 83
  6. Holloway (waterline) - vol. 316, pg. 416
  7. Producer's Gas Co.- vol. 402, pg. 89
  8. Clajon Gas Co.- vol. 473, pg. 65

Bearings are Texas State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 9 and no. 257 (S 70°59'36"E).  
Existing utilities and some existing easements are not shown.  
Roads and buildings shown are from City of CS 2005 topographic files.  
See separate metes and bounds descriptions prepared with this plat.

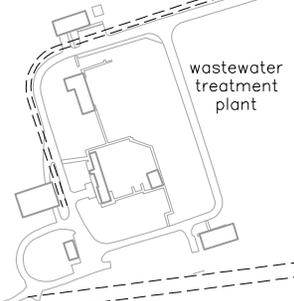


sheet 1 of 5

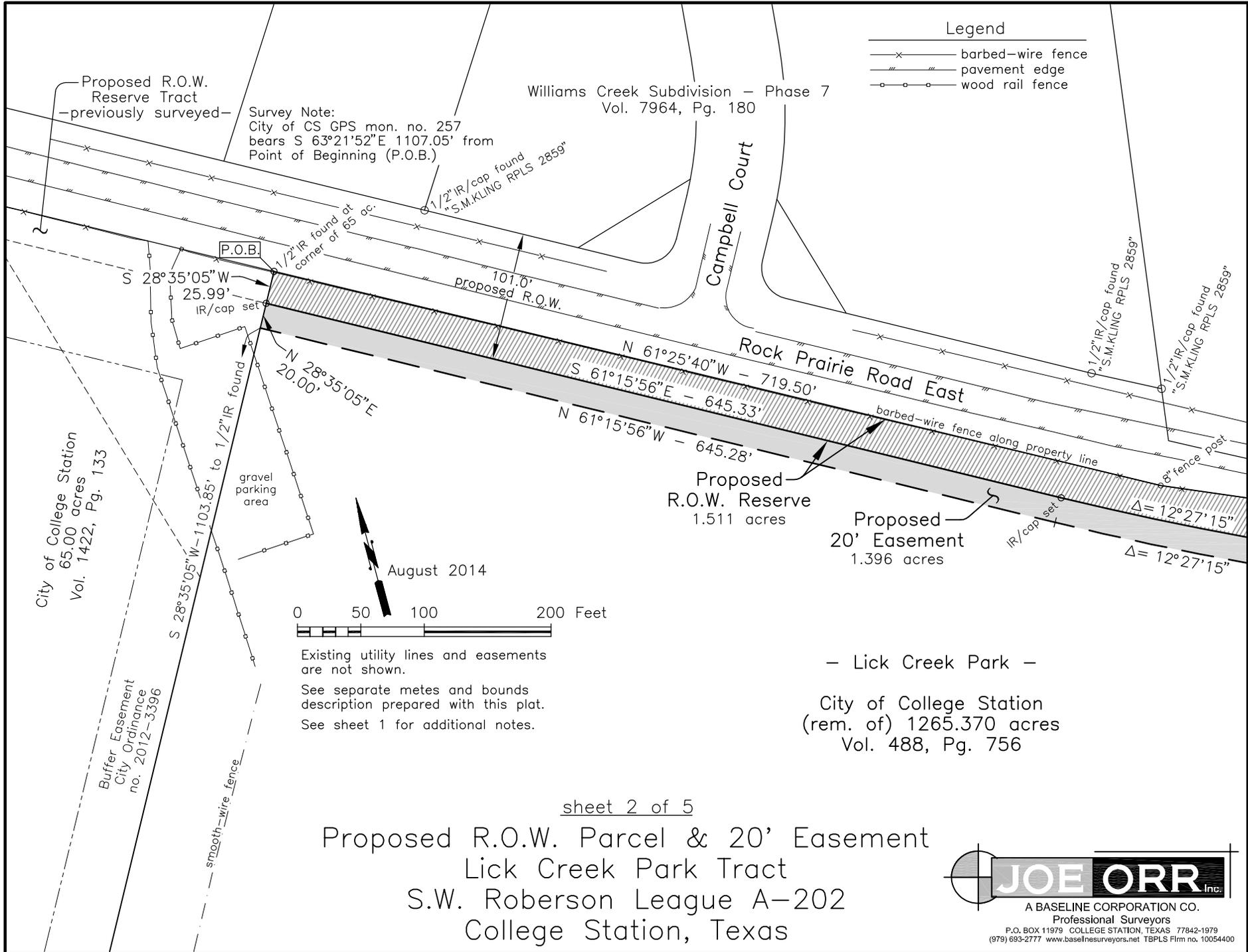
Proposed R.O.W. Parcel & 20' Easement  
Lick Creek Park Tract  
S.W. Roberson League A-202  
College Station, Texas

Proposed 30' Easement  
(see separate plat)

30' Public Utility Easement  
(exhibit A) reserved by City  
Vol. 1028, Pg. 847



**JOE ORR** Inc.  
A BASELINE CORPORATION CO.  
Professional Surveyors  
P.O. BOX 11979 COLLEGE STATION, TEXAS 77842-1979  
(979) 693-2777 www.baselinesurveyors.net TBPLS Firm no. 10054400



sheet 2 of 5

Proposed R.O.W. Parcel & 20' Easement  
Lick Creek Park Tract  
S.W. Roberson League A-202  
College Station, Texas

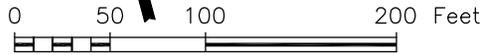
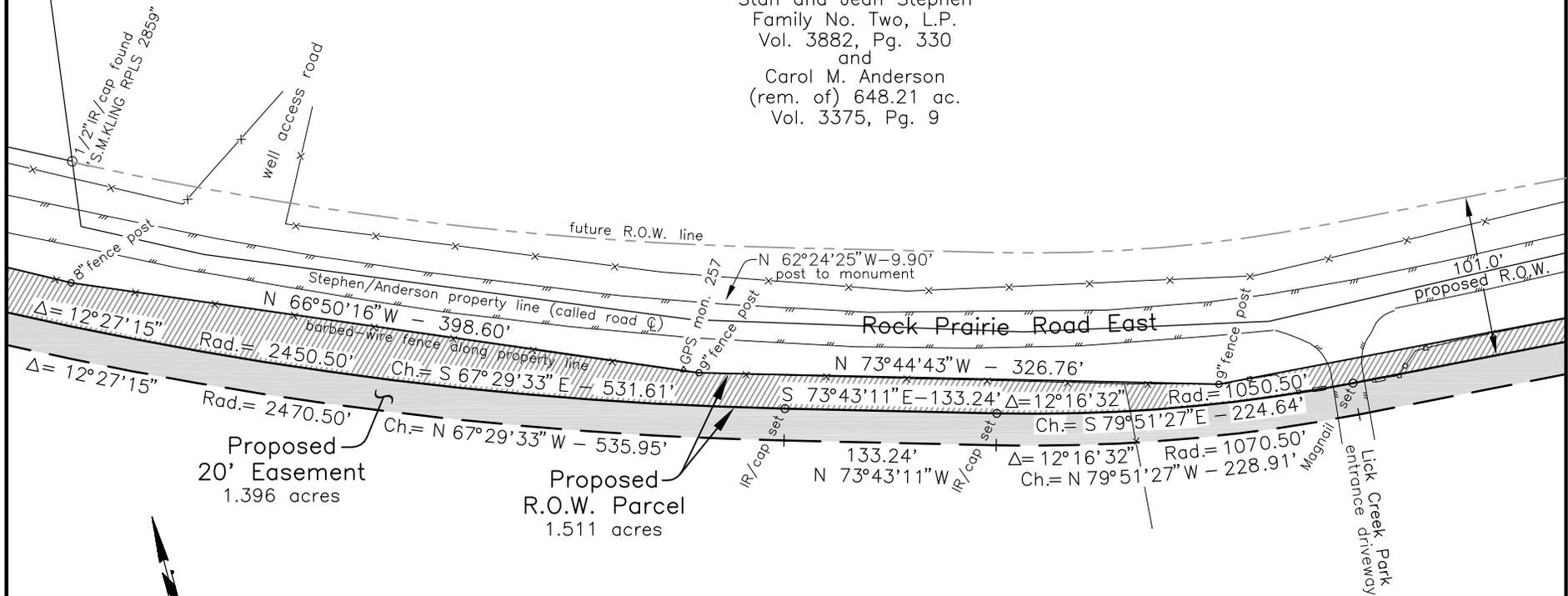
**JOE ORR** Inc.

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Professional Surveyors  
P.O. BOX 11979 COLLEGE STATION, TEXAS 77842-1979  
(979) 693-2777 www.baselinesurveyors.net TBPLS Firm no. 10054400

Legend

-  barbed-wire fence
-  pavement edge

Stan and Jean Stephen  
 Family No. Two, L.P.  
 Vol. 3882, Pg. 330  
 and  
 Carol M. Anderson  
 (rem. of) 648.21 ac.  
 Vol. 3375, Pg. 9



Existing utility lines and easements are not shown.

See separate metes and bounds description prepared with this plat.

See sheet 1 for additional notes.

- Lick Creek Park -

City of College Station  
 (rem. of) 1265.370 acres  
 Vol. 488, Pg. 756

sheet 3 of 5

Proposed R.O.W. Parcel & 20' Easement  
 Lick Creek Park Tract  
 S.W. Roberson League A-202  
 College Station, Texas

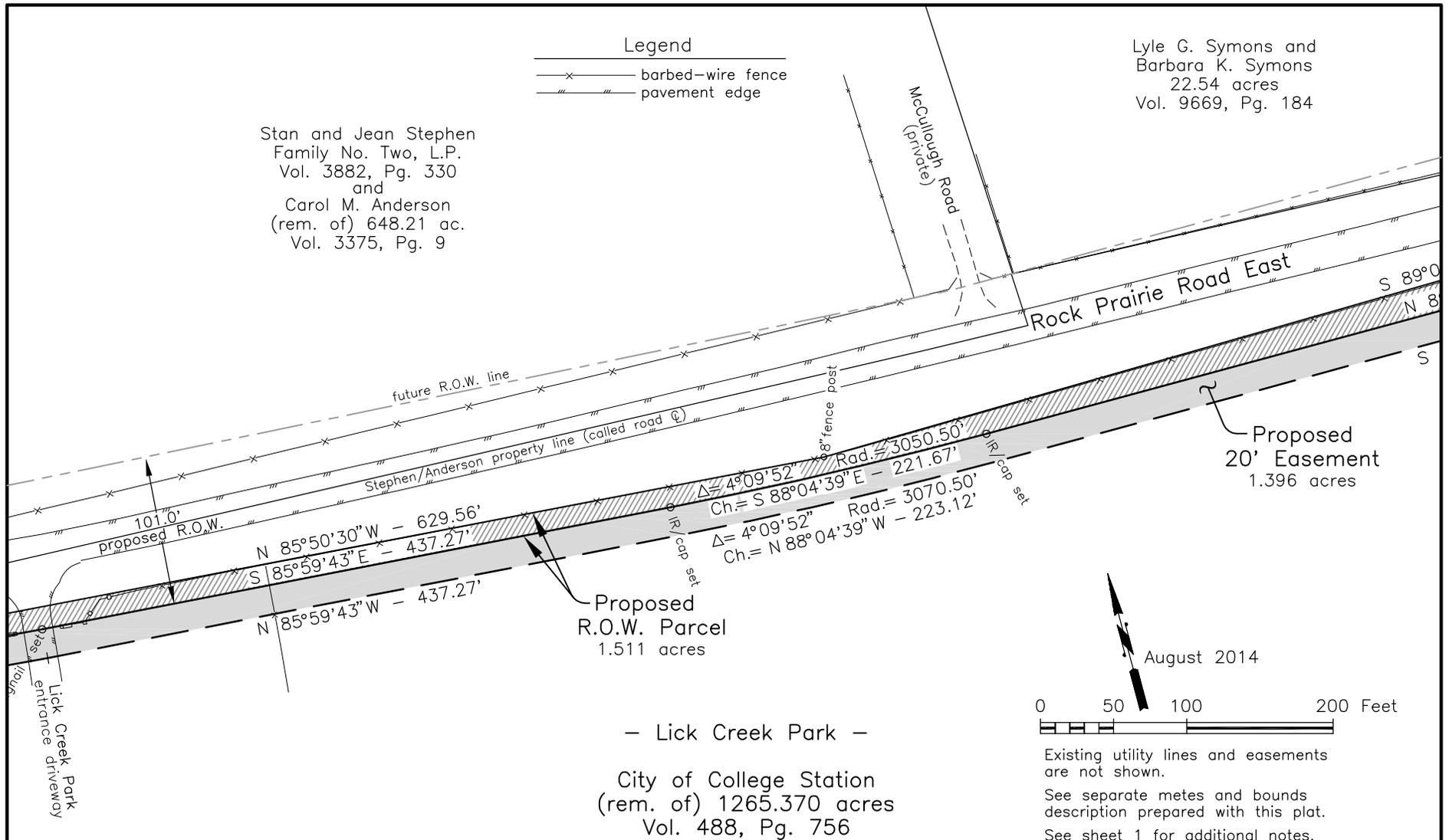


Legend

-  barbed-wire fence
-  pavement edge

Lyle G. Symons and  
Barbara K. Symons  
22.54 acres  
Vol. 9669, Pg. 184

Stan and Jean Stephen  
Family No. Two, L.P.  
Vol. 3882, Pg. 330  
and  
Carol M. Anderson  
(rem. of) 648.21 ac.  
Vol. 3375, Pg. 9



- Lick Creek Park -

City of College Station  
(rem. of) 1265.370 acres  
Vol. 488, Pg. 756



Existing utility lines and easements are not shown.

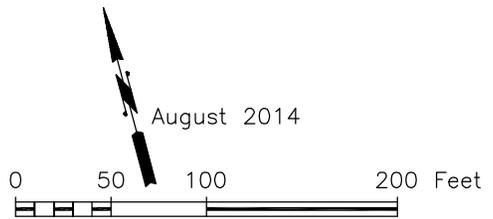
See separate metes and bounds description prepared with this plat.

See sheet 1 for additional notes.

sheet 4 of 5

Proposed R.O.W. Parcel & 20' Easement  
Lick Creek Park Tract  
S.W. Roberson League A-202  
College Station, Texas

**JOE ORR** Inc.  
A BASELINE CORPORATION CO.  
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P.O. BOX 11979 COLLEGE STATION, TEXAS 77842-1979  
(979) 693-2777 www.baselinesurveyors.net TBPLS Firm no. 10054400

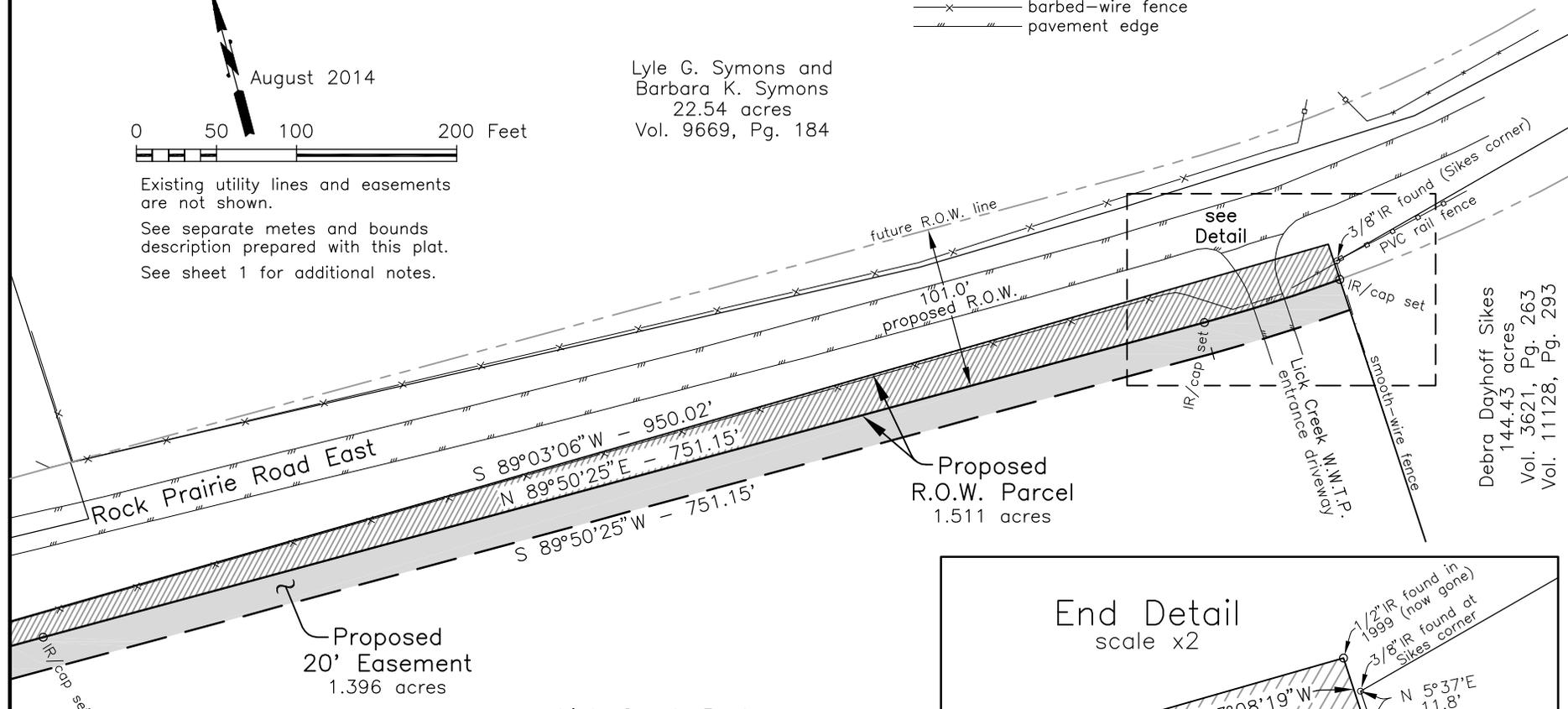


Lyle G. Symons and  
Barbara K. Symons  
22.54 acres  
Vol. 9669, Pg. 184

Legend

	barbed-wire fence
	pavement edge

Existing utility lines and easements are not shown.  
See separate metes and bounds description prepared with this plat.  
See sheet 1 for additional notes.

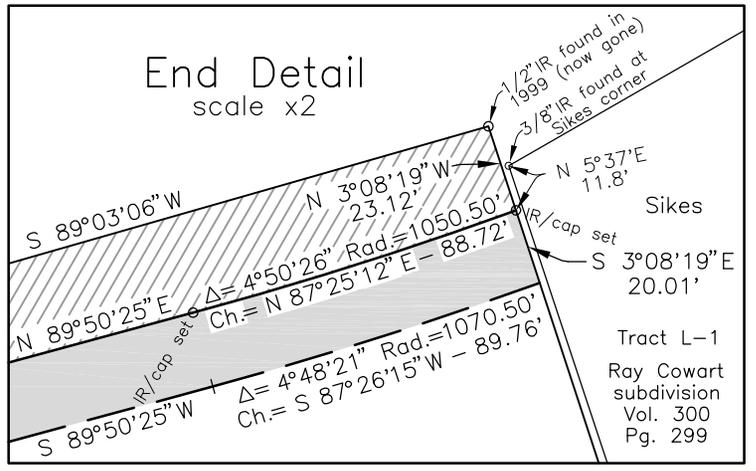


Debra Dayhoff Sikes  
144.43 acres  
Vol. 3621, Pg. 263  
Vol. 11128, Pg. 293

Proposed  
20' Easement  
1.396 acres

— Lick Creek Park —  
City of College Station  
(rem. of) 1265.370 acres  
Vol. 488, Pg. 756

Proposed  
R.O.W. Parcel  
1.511 acres



sheet 5 of 5

Proposed R.O.W. Parcel & 20' Easement  
Lick Creek Park Tract  
S.W. Roberson League A-202  
College Station, Texas

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

Proposed 30' Easement  
Lick Creek Park Tract  
S.W. Roberson league A-202  
College Station, Texas  
8 August 2014

All that certain tract or parcel of land lying and being situated in the Samuel W. Roberson league, Abstract no. 202, in College Station, Brazos County, Texas, being a 30 ft. wide strip of land through that 1265.370 acre tract conveyed to the City of College Station by deed recorded in volume 488, page 756 of the Deed Records of Brazos County, Texas, running between the south corner of that 65 acre tract conveyed to the City of College Station by deed recorded in volume 1422, page 133 of the Official Public Records of Brazos County, Texas and the existing 30 public utility easement (exhibit A) recorded in volume 1028, page 847 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

Commencing at a 1/2" iron rod found at the northeast corner of the said 65 acre tract, in the present southwest line of Rock Prairie Road East, from where City of College Station GPS control monument no. 257 bears S 63° 21' 52" E – 1107.05 feet.

Thence S 28° 35' 05" W – 1149.84 feet, along the southeast line of the said 65 acre tract, to a 1/2" iron rod found at the beginning of a tangent curve to the right;

Thence continuing along the southeast line of said 65 acre tract, along the arc of the curve (Rad.= 1295.61 feet) through a central angle of 35° 57' 54" (Ch.= S 46° 34' 02" W – 799.98 feet), to a 1/2" iron rod found at the end of the curve;

Thence S 64° 41' 33" W – 90.54 feet, continuing along the southeast line of the said 65 acre tract, to the Point of Beginning of this easement tract;

Thence S 64° 41' 33" W – 30.00 feet, continuing along the southeast line of the said 65 acre tract, to a 5/8" iron rod found at the common corner of the 65 acre tract and that 677.49 acre Tract 5 conveyed to Pebble Creek Development Company by deed recorded in volume 1671, page 276 of the Official Public Records of Brazos County, Texas;

Thence S 25° 04' 55" E – 803.67 feet, through said 1265.370 acre tract, to the most southerly corner of this easement tract, within the said existing public utility easement;

Thence N 64° 55' 05" E – 30.00 feet, continuing through said 1265.370 acre tract and said existing public utility easement, to the most easterly corner of this easement tract;

Thence N 25° 04' 55" W – 803.79 feet, continuing through the said 1265.370 acre tract, to the Point of Beginning and containing 0.554 acres of land more or less.

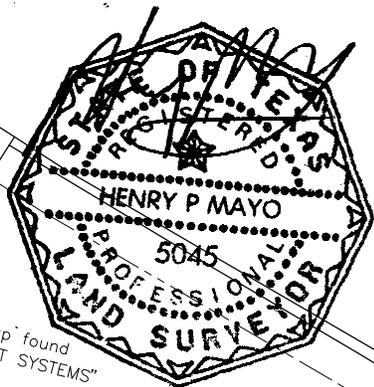
Bearings are Texas State Plane, Central Zone, NAD83 (CORS) datum, based on City of College Station GPS control monuments no. 9 and 257 (S 70° 59' 36" E).

See Survey Plat dated August 2014.



# Proposed 30' Utility Easement Lick Creek Park Tract S.W. Roberson League A-202 College Station, Texas

Revisions:  
Aug, 2014 – added Proposed R.O.W. Parcel and 20' Easement within the Lick Creek Park tract



Survey Note:  
City of CS GPS mon. no. 257 bears S 63°21'52"E 1107.05' from Point of Commencement (P.O.C.)

Pebble Creek  
Development Company  
(rem. of) 677.49 ac. – Tract 5  
Vol. 1671, Pg. 276

City of College Station  
65.00 ac. (63.187 ac. net)  
Vol. 1422, Pg. 133

5/8" IR/cap found  
"QUADRANT SYSTEMS"

Proposed 1.229 acre  
R.O.W. Reserve Tract

Rock Prairie Road East

Proposed 0.566 acre  
Reserve Tract

1/2" IR found at the  
corner of 65 ac.

P.O.C.

Buffer Easement  
City Ordinance  
no. 2012-3396

Proposed R.O.W. Parcel  
and 20' Easement  
(see separate plat)

rev. Aug. 2014

0 100 400 800 Feet

Bearings are Texas State Plane, Central Zone NAD83(CORS) datum, based on City of CS GPS control monuments no. 9 and no. 257 (S 70°59'36"E).

All existing utility lines and easements are not shown.

See separate metes and bounds description prepared with this plat.

– Lick Creek Park –

City of College Station  
(rem. of) 1265.370 acres  
Vol. 488, Pg. 756

S 64°41'33"W  
30.00'

P.O.B.

5/8" IR found

1/2" IR found  
S 64°41'33"W  
90.54'

N 25°04'55"W  
803.79'  
S 25°04'55"E  
803.67'

$\Delta = 35^\circ 57' 54''$  Rad. = 1295.61'  
Ch. = S 46°34'02" W – 799.98'

1/2" IR found

Proposed  
30' Easement  
0.554 acres

existing manhole is on  
centerline of proposed  
easement, 10' from end

N 64°55'05"E  
30.00'

30' Public Utility Easement  
(exhibit A) reserved by City  
Vol. 1028, Pg. 847

existing 18"  
sanitary sewer



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Professional Surveyors  
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# Lick Creek Park Area Map

Williams Creek

Proposed ROW and PUE

COCS 63.187 ac

Proposed Easement

Pebble Creek

Lick Creek Park

QUARRY OAKS DRIVE

WAYNE COURT  
ROCK PRAIRIE ROAD

GINGER COURT

BALLYBUNION COURT  
LEASDALE COURT



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

Map created on August 18, 2014.

**NOTICE OF PUBLIC HEARING:**

The College Station City Council will hold a public hearing to consider a resolution authorizing the establishment of Public Right-of-Way, Public Utility Easements, and Public Utility, Public Access and Landscape Easements within a portion of Lick Creek Park for the purpose of extending water lines and the extension of other public utilities to the proposed Lick Creek Nature Center and connection of wastewater lines and all other public utilities and public access ways for proposed development.

The hearing will be held in the Council Chambers of the College Station City Hall, 1101 Texas Avenue at the 7:00 p.m. meeting of the City Council on Thursday, October 9, 2014. For additional information, please contact, David Schmitz at 979.764.3415 or dschmitz@cstx.gov.

Any request for sign interpretive services for the hearing impaired must be made 48 hours before the meeting. To make arrangements call 979.764.3547 or (TDD) 1.800.735.2989.

9-11-14, 9-18-14, 9-25-14, 10-2-14