

Table of Contents

Agenda	2
Consent No. 2a - Minutes	
Coversheet revised	5
Workshop	6
Regular	11
Retreat1.	17
Retreat2.	22
Consent No. 2b - Interlocal Agreement with the City of Bryan and Equipment Storage Lease with BVSWMA for the use of an impound lot by the Police Department	
Coversheet revised	26
Interlocal Agreement	27
Equipment Storage Lease	30
Consent No. 2c - Park Zone 15 Neighborhood Park Project, the Park Zone B Community Park Project and the Greenways Program Project Resolution Determining Need and Necessity for Property Acquisition	
Coversheet revised	40
Resolution Park Zone 15	41
Park Zone 15 Location Map.	46
Consent No. 2d - Agreement with the Brazos Valley Umpires Association For Officiating Services for City Athletic Leagues and Programs Contract #12-095 R2	
Coversheet revised	47
1-Renewal Acceptance Brazos Valley Softball Umpires Assoc	48
2- Contract 12-093 Brazos Valley Softball Umpires Association	49
Consent No. 2e - BVSWMA - Amendments to Bylaws and Solid Waste Facilities Operations Agreements	
Coversheet revised	58
BVSWMA Resolution	60
Consent No. 2f - Robert Earl "Bob" Meyer Estate Restricted Gift Agreement	
Coversheet revised	62
Signed Gift Agreement Robert Meyer Estate	63
Regular No. 1 - Public Hearing and Consideration of Budget Amendment #1	
Coversheet revised	74
List	75
Ordinance.	78



Mayor

Nancy Berry

Mayor Pro Tem

Karl Mooney

City Manager

Kelly Templin

Council members

Blanche Brick

Steve Aldrich

John Nichols

Julie Schultz

James M. Benham

Agenda
College Station City Council
Regular Meeting
Thursday, February 13, 2014 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.
 - a. Presentation, possible action, and discussion of minutes for:
 - January 23, 2014 Workshop
 - January 23, 2014 Regular Council Meeting
 - January 27, 2014 Council Retreat
 - January 28, 2014 Council Retreat
 - b. Presentation, possible action, and discussion on an Interlocal Agreement with the City of Bryan and an Equipment Storage Lease with the Brazos Valley Solid Waste Management Agency for the use of an impound lot by the Police Department.

- c. Presentation, possible action and discussion regarding a Resolution Determining Public Need and Necessity for the Park Zone 15 Neighborhood Park Project, the Park Zone B Community Park Project and the Greenways Program Project ("Projects").
- d. Presentation, possible action, and discussion regarding the second renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 12-093) in an amount not to exceed \$190,000 per year.
- e. Presentation, possible action, and discussion on a resolution to amend the By-Laws and Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and the Brazos Valley Solid Waste Management Agency, Inc.
- f. Presentation, possible action and discussion on a Restricted Gift Agreement between the City of College Station and the Estate of Robert Earl Meyer, Lone Star Trust and Investment Services, Executor, whereby the City agrees to honor and accept a restricted gift, devise or bequest made to the City to benefit senior programs and authorizing the Mayor to execute the Agreement on behalf of the City Council.

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. Public Hearing, possible action, and discussion on an ordinance Budget Amendment #1 amending ordinance number 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$6,701,882; presentation, possible action and discussion on a contingency transfer and a budget transfer.
2. Adjourn.

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

APPROVED:



City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, February 13, 2014 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 7th day of February, 2014 at 5:00 p.m.



City Secretary Deputy

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on February 13, 2014 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2014 By _____

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

Notary Public – Brazos County, Texas My commission expires: _____

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov . Council meetings are broadcast live on Cable Access Channel 19.

February 13, 2014
City Council Consent Agenda Item No. 2a
City Council Minutes

To: Kelly Templin, City Manager

From: Sherry Mashburn, City Secretary

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

- January 23, 2014 Workshop
- January 23, 2014 Regular Council Meeting
- January 27, 2014 Council Retreat
- January 28, 2014 Council Retreat

Attachments:

- January 23, 2014 Workshop
- January 23, 2014 Regular Council Meeting
- January 27, 2014 Council Retreat
- January 28, 2014 Council Retreat

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JANUARY 23, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

1. 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 4:33 p.m. on Thursday, January 23, 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, the College Station City Council convened into Executive Session at 4:35 p.m. on Thursday, January 23, 2014 in order to continue discussing matters pertaining to:

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

- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023.

- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Cause No. 12-002918-CV-361; Tom Jagielski v. City of College Station; In the 361 st Judicial District Court, Brazos County, Texas
- 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 361st Judicial District Court, Brazos County, Texas

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

- Legal issues related to a possible gift donation of the Estate of Robert Earl Meyer

The Executive Session adjourned at 5:15 p.m.

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

No action was required from Executive Session.

4. Presentation and discussion regarding the Historic Preservation Committee EOY2013 Report and Committee recommendations for 2014 HPC programs.

Linda Harvell, Historic Preservation Committee chair, reported that the HPC and 75th Anniversary Celebration Committee accomplished the following:

- Raised nearly \$50,000 in donated funds to support the events of the 75th Anniversary,
- Secured the Title Sponsorship from Union Pacific for the exhibit at the George Bush Presidential Library and Museum as well as all other sponsorships,
- Through our efforts, the City of College Station has been designated as “Train Town USA” by Union Pacific,
- Researched for the exhibit as well as located and secured items to put on display for the exhibit,
- Supported marketing efforts of the Exhibit by going on TV, radio talk shows, giving interviews, etc.,
- Supported the A&M Garden Club with their re-dedication of the Richard Carter Park in connection with the 75th Anniversary Celebration events,
- Coordinated the Homecoming and Reunion event at the Southwood Community Center for citizens and former residents from across the country (approximately 175 were in attendance),
- Planned the Vintage Car Display at the George Bush Presidential Library and Museum, in conjunction with the opening of the exhibit, with nearly 50 antique cars on display,
- Planned yard signs for those houses built prior to 1938, which signified the signing of the Charter for the City of College Station (approximately 50 “This house was here in 1938” signs were placed around the neighborhoods), and
- Received Docent Training at the George Bush Presidential Library and Museum and provided support staff for the College Station exhibit, specifically to visiting school groups.

Ms. Harvell reported that the Historic Preservation Committee made the following recommendations for 2014:

- Continue with Exploring History Luncheons.
- Allocate donated funds left over from the 75th Anniversary Celebration as a special account for the HPC as they work with no budget at all for the following programs:
 - 1) Create a College Station History Website, similar to that of Texas City,
 - 2) Actively pursue the Historic Marker program (The application and process needs to be reviewed and simplified),
 - 3) Assign a part-time staff person to the Historic Records Coordinator to assist in getting the oral interviews transcribed, and
 - 4) Assist the City of College Station in finding a permanent display area for the dozens of historical items that have been donated to Project Hold, as well as from the exhibit at the George Bush Presidential Library and Museum.

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

No items were pulled for discussion.

6. Presentation and discussion regarding the sale of the conference center located at 1300 George Bush Drive.

Chuck Gilman, Deputy City Manager, provided a brief background and financial summary regarding the sale of the Conference Center. The appraised value is \$972,477 and the appraisal estimated demolition cost is \$75,982. College Station ISD retained an architect to estimate the demolition cost, and the City and the school district agreed on an estimate for the cost of demolition at \$184,047. Taking away the estimated cost of the demolition from the appraised value, the Contract Amount is \$788,430.

Clark Ealy, Deputy Superintendent, briefed the Council of the school district's plans to turn that property into a new Center for Alternative Learning.

7. Council Calendar

- | | |
|--------------------------------|--|
| <u>Jan. 24</u> | <u>BV African American Museum's 13th Annual Appreciation Banquet at CS Hilton, 6:30 p.m.</u> |
| <u>Jan. 27 & 28</u> | <u>Council Strategic Planning Retreat at MTF Assembly Room – 1603 Graham Road, 8:30 a.m.</u> |
| <u>Jan. 29</u> | <u>Council Transportation & Mobility Committee Meeting, Room 203 Conference Room A, Municipal Court - 300 Krenek Tap at 3:30 p.m.</u> |
| <u>Jan. 30</u> | <u>2014 CSPD Awards Banquet at Christ United Methodist Church - Hwy 6 South, 7:00 p.m.</u> |
| <u>Feb. 3</u> | <u>Bicycle, Pedestrian & Greenways Advisory Board Meeting in Council Chambers, 3:00 p.m.</u> |
| <u>Feb. 6</u> | <u>P&Z Workshop/Regular Meeting (Liaison Julie Schultz)</u> |
| <u>Feb 13</u> | <u>Executive Session/Workshop/Regular Meeting at 4:30, 6:00 & 7:00 p.m.</u> |

Council reviewed the calendar.

8. 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 Aldrich asked for an update on the facilities maintenance plan.

9. 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 BVWACS.

Councilmember Schultz reported on the RVP.

Councilmember Brick reported on the Transportation Committee.

Councilmember Mooney reported on the Brazos County Council of Governments, and BVSWMA.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:56 p.m. on Thursday, January 23, 2014.

Nancy Berry, Mayor

ATTEST:

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JANUARY 23, 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 7:08 p.m. on Thursday, January 23, 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.

Boy Scout Troop 967 led the assembly in the Pledge of Allegiance.

Citizen Comments

Royce Hickman, 809 Royal Adelaide, thanked the Council for their support of the Economic Outlook Conference.

CONSENT AGENDA

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

- **January 9, 2014 Workshop**

- **January 9, 2014 Regular Council Meeting**

2b. Presentation, possible action, and discussion of an amendment to the Purchase & Sale Agreement between the City of College Station and the Research Valley Partnership.

2c. Presentation, possible action and discussion regarding the sale of the conference center located at 1300 George Bush Drive.

2d. Presentation, possible action, and discussion regarding the purchase of equipment for electronic capture of citation data (eCitations) from Brazos Technology for the total amount of \$106,120.

2e. Presentation, possible action and discussion regarding the renewal of the annual pricing agreement for the rental of heavy machinery with Mustang Rental Services of Bryan, TX in the amount of \$75,000 annually.

2f. Presentation, possible action and discussion on approving the Hotel Tax Fund funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY14 totaling \$25,000, and approving the budget for the Bryan/College Station Chamber of Commerce related to the Hotel Tax funding.

2g. Presentation, possible action, and discussion on Resolution 01-23-14-2g, approving a Texas Department of Transportation (TxDOT) Advance Funding Agreement (AFA) for CapRock Crossing and on a TxDOT AFA for CapRock Crossing.

2h. Presentation, possible action, and discussion regarding the purchase of equipment, software and services from Unique Digital for the Electronic Storage Upgrade Project, CO 1401, in the amount not to exceed \$234,690.

No items were pulled for a separate vote.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3549, amending the Comprehensive Plan – Future Land Use & Character Map from Suburban Commercial, Urban, and Natural Areas Reserved to Urban and Natural Areas Reserved for the property located at 2021 Harvey Mitchell Parkway South, generally located at the intersection of Rio Grande Boulevard and Harvey Mitchell Parkway South.

Morgan Hester, Planning and Development Services, explained the proposed amendment to the Comprehensive Plan. The definitions for “Suburban Commercial”, “Urban”, and “Natural Areas Preserved” were provided. Comprehensive Plan goals were discussed and several options for action were presented:

- Accept the applicant's proposal of amending the Comprehensive Plan to Urban and Natural Areas Reserved designations;
- Denial of request – The property will remain Suburban Commercial, Urban, and Natural Areas Reserved as currently designated on the Comprehensive Plan; or
- Propose an alternative land use and character designation for this property.

The Planning and Zoning Commission voted 2-2 on a motion to recommend approval of the Comprehensive Plan Amendment request with the condition that the Natural Areas Reserved area does not change.

At approximately 7:18 p.m., Mayor Pro Tem Mooney opened the Public Hearing.

Ivan Blasor, 2007 Langford, spoke on the environmental impact on the natural areas. It is heavily wooded and provides a good buffer for the traffic.

Veronica Morgan, 511 University Drive East, Suite 204, spoke on behalf of the applicant. The reason for the change in the back of the property is that since it was originally designated, there have been modifications to the channel and a new flood plain study.

Ahmed Kamal Rahman, 2905 Oakbrook Court, stated the property was purchased seven years ago with the intention to develop as R4. They met with strong opposition from the residents. Now, years later, they have decided to build R3 as already zoned. It appears the concern is that everyone wants a green patch behind their house, but they do not want to buy it. An acre of land along 2818 is \$200,000. He said he will definitely keep those buffers. They are building townhomes for \$200,00 each, and they want a buffer.

There being no further comments, the Public Hearing was closed at 7:38 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted five (5) for and one (1) opposed, with Councilmember Brick voting against, and Councilmember Nichols recusing himself, to adopt Ordinance 2014-3549, amending the Comprehensive Plan – Future Land Use & Character Map from Suburban Commercial, Urban, and Natural Areas Reserved to Urban and Natural Areas Reserved for the property located at 2021 Harvey Mitchell Parkway South, generally located at the intersection of Rio Grande Boulevard and Harvey Mitchell Parkway South. The motion carried.

2. Public Hearing, presentation, possible action, and discussion on Resolution 01-23-14-02, establishing the City Council's determination that the use of parkland is allowable and that no other feasible or prudent alternative for Right-of-Way for the extension of WS Phillips Parkway within Phillips Park exists, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Alan Gibbs, City Engineer, provided a brief update on the Phillips Park encroachment, and reported that Staff has determined that the proposed alignment through the parkland is the most appropriate location for the planned extension of WS Phillips Parkway.

The Parks Board and Staff recommend approval.

At approximately 7:49 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:49 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 01-23-14-02, establishing the City Council's determination that the use of parkland is allowable and that no other feasible or prudent alternative for Right-of-Way for the extension of WS Phillips Parkway within Phillips Park exists, and that all reasonable planning measures have been taken to minimize the harm to such parkland. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2014-3550, amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 294 acres of R-1B Single-Family Residential and R Rural to RS Restricted Suburban in the area of the Great Oaks Subdivision, generally bounded by the existing Great Oaks Subdivision to the west, Rock Prairie Road West to the south, Quail Run Subdivision to the north, and Holleman Drive South to the east.

Morgan Hester, Planning and Development Services, presented several renderings of the proposed area to be rezoned as Restricted Suburban. This is the first request for this zoning since it was created. Options for the Council to consider include:

- Option 1 – Non-clustered Development
 - Average minimum lot size – 10,000 square feet
 - Absolute minimum lot size – 6,500 square feet
- Option 2 – Clustered Development
 - Average minimum lot size – 8,000 square feet
 - Absolute minimum lot size – 6,500 square feet
 - Open Space
 - 10% of gross area of development

The Planning and Zoning Commission recommended approval of the request with a 4-0 vote.

At approximately 7:53 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan, 511 University Drive East, Suite 204, spoke on behalf of the applicant. They are in compliance with the land use plan as written.

There being no further comments, the Public Hearing was closed at 8:02 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2014-3550 amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by rezoning approximately 294 acres of R-1B Single-Family Residential and R Rural to RS Restricted Suburban in the area of the Great Oaks Subdivision, generally bounded by the existing Great Oaks Subdivision to the west, Rock Prairie Road West to the south, Quail Run Subdivision to the north, and Holleman Drive South to the east. The motion carried unanimously.

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

- **B/CS Library Committee**
- **Bicycle, Pedestrian, and Greenways Advisory Board**
- **Construction Board of Adjustments**
- **Convention and Visitors Bureau**
- **Design Review Board**
- **Historic Preservation Committee**
- **Joint Relief Funding Review Committee**
- **Landmark Commission**
- **Parks and Recreation Board**
- **Planning and Zoning Commission**
- **Zoning Board of Adjustments**

Mayor Berry stated that consideration of the Historic Preservation Committee and Landmark would be considered at a later date.

The Council made the following appointments:

- B/CS Library Committee: Gary Ives; Larry Ringer
- Bicycle, Pedestrian, and Greenways Advisory Board: Robert Lightfoot (A); Cindy Arnold (B); Scott Shafer (C); James Batenhorst (E)
- Construction Board of Adjustments: Gerald Brown; Johnny Burns; Carol Fountain; Janet Kountakis (alternate); Christopher Novosad (alternate)
- Convention and Visitors Bureau: Peggy Calliham; Scott Shafer
- Design Review Board: Steven Schloss (A); William Mather (B); Elizabeth Natsios (E); Marsha Sanford (F); Mary Edwards (alternate)
- Joint Relief Funding Review Committee: Natalie Pine
- Parks and Recreation Board: Marc Chaloupka, Gary Erwin, Douglas Kingman (to fill Ohendalski's unexpired term), Shawn Reynolds, David Sahn, and Kirsten Walker. Debe Shafer was appointed Chair.
- Planning and Zoning Commission: Brad Corrier (to fill Vergal Gay's unexpired term), Jane Kee, Casey Oldham, Jerome Rektorik, and Jim Ross. Bo Miles was appointed Chair.
- Zoning Board of Adjustments: Johnny Burns, Rick Floyd, and David Ohendalski as Regular members; Patrick Fogarty, Carol Fountain, and John O'Neill as alternates. Hunter Goodwin will remain as Chair.

City Secretary Sherry Mashburn announced that a reception honoring outgoing committee members is scheduled for January 30 in the Council Chambers at 6:00 p.m. Immediately afterward, a mandatory orientation and Open Meetings training for new appointees will be held.

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

5. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:41p.m. on Thursday, January 23, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL RETREAT
CITY OF COLLEGE STATION
JANUARY 27, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

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

City Staff:

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

1. Breakfast

2. Call to Order and Announce a Quorum is Present

With a quorum present, the Retreat of the College Station City Council was called to order by Mayor Nancy Berry at 8:49 a.m. on Monday, January 27, 2014 in the College Station Utilities Training Facility, 1603 Graham Road, College Station, Texas 77842.

3. Presentation and overview of the Retreat Agenda.

4. Goals of Retreat.

Items 3 and 4 were taken together. Mayor Nancy Berry presented a brief overview of what she hoped to accomplish today.

5. Review of Strategic Plan & Seven Strategic Initiatives.

Council reviewed the strategic plan. There were no changes to the vision or the mission statement. Councilmember Aldrich noted there were some discrepancies between the information before them and what is currently on the website. Council then discussed the seven initiatives.

- Good Governance: Councilmember Brick noted it was not clear which citizens would participate in surveys. Councilmember Nichols asked that survey results be updated. It was suggested that we add another bullet point for citizen participation in boards and commissions.
- Financially Sustainable City: It was suggested to wordsmith the goal by changing “resulting” to “to result”. The third bullet point will be changed by adding “comparable economic trends”.
- Core Services and Infrastructure: The paragraph for “What do we seek to accomplish” needs to be re-ordered in sentence form to read more clearly. Change “attracting and retaining” to “attract and retain” in the second bullet point. Seventh bullet point needs to read “Maintain a . . . “ Action words should be in the active tense throughout.
- Neighborhood Integrity: The neighborhood plans need to be updated to include South Knoll and Wellborn. Councilmember Benham stated he would like to see a reduced level of federal funding. Councilmember Mooney requested that everything be in present tense.
- Diverse Growing Economy: “Non-University” is to be changed to “private sector”. It was also recommended to remove the word “basic employers” and replace with “economic development opportunities”. Add “and comparable economic trends” to the seventh bullet point”. Remove “non-consumer-oriented economy” from bullet point four.
- Improve Mobility: The goal will be changed by striking “and be:” and replacing with “that is”. Council agreed to re-state “Increasing number of safe and complete ways . . .” to “Increase number of safe ways . . .” Remove “major” from the second bullet point. Add “increase enforcement of traffic offenses”.
- Sustainable City: Councilmember Aldrich expressed his concerns related to the acquisition of flood-prone areas and the protection of the City’s potable water supply.

Performance measures were reviewed and discussed. Councilmember Mooney asked that the representative measures be stated consistently.

6. Council Goals for 2014.

Council had been asked to provide the City Manager with their requests, and he has received those.

7. Possible action and discussion on a possible FY15 bond.

8. Possible action and discussion on potential capital projects and infrastructure improvements for the FY15 Capital Improvement Program and/or FY15 bond.

Items 7 and 8 were taken together.

Suggestions for inclusion in a possible FY15 bond included: a new administrative building; Police Department expansion; a conference center; Capstone; and a campus concept for community organizations, such as the CVB, Chamber of Commerce, and the Arts Council. Councilmember Mooney said he would like to look at partnering with the school on a natatorium. Councilmember Nichols said he would like to see parks. Councilmember Aldrich expressed his thoughts related to infrastructure and said we may want to consider moving to a four or five-year bond cycle. Councilmember Benham said he prefers a five-year window so that Council's institutional knowledge is not lost. David Schmitz, Director of Parks and Recreation, reported on some possible upgrades and repairs to parks system-wide. Councilmember Mooney noted, in relation to wants and needs, we will not have a choice on some things, such as TCEQ requirements for wastewater. Jeff Kersten, Assistant City Manager, provided some history on the 2008 bond election,.

Chuck Gilman, Deputy City Manager, briefly discussed transportation and a traffic management system as it related to mobility and a transportation packet for bond consideration.

9. Presentation and discussion on city manager's approach to budgeting.

Kelly Templin, City Manager, said he did not anticipate a departure from what has been done in the past. He plans to work with the Budget Sub-Committee, look at everything we have to spend money on, and work with bond counsel in preparation of the FY15 bond election. He plans on working with the departments on their goals, what they plan to accomplish, and what they were unable to accomplish. Staff will bring forward their recommendations, and Council will have to reach a consensus on the items they wish to spend money. Staff will make sound assumptions, and he wants to simplify the process. There will always be stiff competition for limited resources. Jeff Kersten, Assistant City Manager, answered questions related to the effective tax rate and enterprise funds.

10. Presentation, possible action and discussion on the future of neighborhood integrity, including rental registration, unrelated occupants, and enforcement procedures.

Kelly Templin, City Manager, began the discussion on neighborhood integrity and unrelated occupants. He stated this is a difficult issue to rectify. He would like to beef up the code enforcement activities. Councilmember Benham agreed and noted it is not the number of occupants, but rather the symptoms, that are the issue, e.g. jamming up the streets, loud parties, etc.

Lance Simms, Interim Director of Planning and Development, provided Council with an Executive Summary of the rental registration survey.

Councilmember Brick reminded Council of the City's vision, “. . . which promotes the highest quality of life by ensuring safe, tranquil, clean, and healthy neighborhoods with enduring character . . .”

Councilmember Mooney left the meeting at 2:30 p.m.

Mayor Berry recommended including language into the rental agreement that levies a fine (against the landowner and the occupant) for more than four unrelated persons; e.g. \$50/day, which would add economic pressure.

Mr. Simms provided the Council with a list of staff recommendations for amending the ordinance. Council stated their acceptance of option 1 and option 2 (adding for the initial registration and transfer of ownership). Education and outreach will also be part of the process. Another option that would not require an amendment to the ordinance was also discussed. It was noted that it would need to align with the civil penalties in option 1. A recommendation was made to require a copy of the lease when signing up for utilities.

11. Possible action and discussion on the efficacy of various committees.

Mayor Berry noted that each committee has a staff person associated with it, which requires a lot of time commitment. She proposed rolling three committees under the Parks Board as sub-committees: Cemetery, Historic Preservation Committee, and Landmark Committee. City Attorney Carla Robinson noted that the Cemetery Committee was sunset last year, and the Landmark Committee is in the UDO, and that ordinance would have to be amended.

Council directed staff to prepare a draft ordinance to bring back before the Council for consideration.

12. Presentation, possible action, and discussion on the long-term use of HOT tax funds.

Jeff Kersten, Assistant City Manager, provided the Council with a draft Hotel Occupancy Tax Use Policy. Councilmember Benham recommended that we only maintain a reserve balance of two months, just as we do in other funds. He also wants a quarterly review of surplus funds.

Councilmember Mooney returned to the meeting at 4:30 p.m.

Councilmember Schultz stated that businesses that go through the formal process with the CVB, and are denied, can come before the Council. Councilmember Benham recommended a more formulaic method of providing grant funds to the CVB.

At Councilmember Nichols' request, Mr. Kersten will include the tenth permitted use in the draft policy. Councilmember Nichols requested that language be included to identify the ACBV, as well as the CVB, as they are a partner and may bring forward some new initiatives that could be funded by HOT funds. He also requested to add that special events could also apply to the CVB for funding. Mayor Berry requested a multi-purpose facility for sporting events, concerts, etc.

13. Adjourn.

MOTION: There being no further business, Mayor Berry adjourned the Retreat of the College Station City Council at 5:20 p.m. on Monday, January 27, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL RETREAT
CITY OF COLLEGE STATION
JANUARY 28, 2014

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

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

City Staff:

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

1. Breakfast

2. Call to Order and Announce a Quorum is Present

With a quorum present, the Retreat of the College Station City Council was called to order by Mayor Nancy Berry at 10:15 a.m. on Tuesday, January 28, 2014 in the College Station Utilities Training Facility, 1603 Graham Road, College Station, Texas 77842. The meeting was delayed due to weather conditions.

3. Review of discussion from January 27.

Councilmember Brick expressed her concerns with the rental registration survey. She felt a larger, broader community response was needed. She noted that many respondents expressed frustration that they could not register online. Another area of frustration was that whenever there was a problem, the property owner was contacted instead of the required local contact. She suggested that the renewal could be simpler; e.g. no fee, and if no changes, just a click to renew. There seems to be a lot of disenchantment. If another survey is done, a broader spectrum of questions needs to be asked. If the survey can be tweaked, we might not offend as many

property owners and get more response. Councilmember Benham reminded Council that he recommended a fine-based system: no fee for renewal, but non-renewals would be fined. City Manager Templin, in response to Councilmember Aldrich's suggestions, replied that the City could reach out to certain individuals for honest input and who understand what we are trying to accomplish. Councilmember Mooney said there are three groups: 1) property owners in single-family homes; 2) those who have purchased single-family homes for the purpose of converting to rental properties; and 3) those who purchased single-family homes, which were razed and replaced with mini-dorms. He stated of these three groups, the third group is the one least interested in meeting to resolve this issue. Staff was directed to review the ordinance and bring back to the Council.

4. Possible action and discussion of items not addressed on January 27, 2014, including:

- a. **Possible FY15 bond.**
- b. **Potential capital projects and infrastructure improvements for the FY15 Capital Improvement Program and/or FY15 bond.**
- c. **City Manager's approach to budgeting.**
- d. **The future of neighborhood integrity, including rental registration, unrelated occupants, and enforcement procedures.**
- e. **The efficacy of various committees.**
- f. **The long-term use of HOT tax funds.**

Councilmember Nichols stated he would like a workshop item to discuss in depth capital projects and infrastructure improvements for the FY15 Capital Improvement Program. He also asked about street maintenance in relation to the City Manager's approach to O&M in the budget. He would like it to be more aggressive.

Councilmember Brick asked to follow up on the FY15 bond. She asked if a town meeting was appropriate to discuss what would be included in the bond, and to garner interest in serving on a bond committee. City Manager Templin said he was interested in having "best informed" individuals (such as Parks Board committee members to discuss parks) as the core members when forming that committee. Councilmember Aldrich recommended having geographically diverse persons with diverse needs and perspectives.

5. Possible action and discussion on the city's business recruitment and retention efforts.

Kelly Templin, City Manager, noted we don't have an economic development corporation and rely heavily on the RVP. As a City, we have the unique advantage of just opening our doors and letting people walk in. We need to reach out to those commercial interests we want to have here. He and Randall Heye have considered creating a website with the necessary demographic information for passive recruitment. That is the first place a national chain will research.

Councilmember Benham also noted the need to recruit light industrial, such as technology companies.

6. Possible action and discussion on fiber connectivity.

Councilmember Benham reported that they have raised \$125,000 from five entities. They have also hired legal counsel that is very knowledgeable in bandwidth law. They released a Request for Interest, and they are currently in the confidential review/evaluations of the responses. They will bring recommendations to Council soon. At the moment, they are in the process of gathering clarifying information from the respondents.

7. Possible action and discussion on status updates at the biocorridor.

Kelly Templin, City Manager, updated the Council on development within the biocorridor.

8. Possible action and discussion on the College Station Business Park.

Kelly Templin, City Manager, reported there are two properties left in the business center, and they are actively marketing the business park. They are close to build out or selling all the properties. There are some promising leads for the business park.

Councilmember Benham disagreed and said this business park should have been developed as a business center years ago. Councilmember Brick said the better term should be “strategically marketing”. Mr. Templin said we should have done a better job, and they are trying to rectify that.

9. Possible action and discussion on the prioritization of issues for 2014 and beyond.

Councilmember Mooney said he would like to study what Bryan is doing in order to be consistent with their efforts related to payday loan businesses. Councilmember Nichols noted the United Way and some area churches have also been looking at this issue in their workshops.

Councilmember Schultz arrived at 12:30 p.m.

Mayor Berry said she would like to get moving on the MMDs and MUDs. Boards need to be appointed for the TIRZ and the MMDs. There can be some overlap.

Councilmember Schultz said she had spoken with Todd McDaniel about lobbying efforts for area entities.

Councilmember Benham left at 12:45 p.m.

Councilmember Mooney said he wants to see items related to mass transportation (airport, Aggie Highway, high speed rail, etc.). Another area of concern is senior affordable housing.

Councilmember Aldrich wants to learn more about the City’s mineral rights and drilling.

Councilmember Schultz asked what was to be done in order to move forward with a new administrative building. She also asked for a list of land that the City needs to dispose of, which could provide options for a new facility.

Councilmember Brick left the meeting at 1:03 p.m.

Councilmember Mooney requested information regarding a new ladder truck.

10. Adjourn.

MOTION: There being no further business, Mayor Berry adjourned the Retreat of the College Station City Council at 1:08 p.m. on Tuesday, January 28, 2014.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

February 13, 2014
Consent Agenda Item No. 2b
Interlocal Agreement with the City of Bryan and Equipment Storage Lease with BSWMA for the use of an impound lot by the Police Department

To: Kelly Templin, City Manager

From: Jeff Capps, Chief of Police

Agenda Caption: Presentation, possible action, and discussion on an Interlocal Agreement with the City of Bryan and an Equipment Storage Lease with the Brazos Valley Solid Waste Management Agency for the use of an impound lot by the Police Department.

Relationship to Strategic Goals: Sustainable City

Recommendation(s): Staff recommends Council approval.

Summary: The College Station Police Department currently stores all seized vehicles in the fenced lot in the back of the department. Space in this area is very limited and it is not unusual for the space to be at capacity. Should this space be at capacity and additional vehicles need to be stored, there is no area that we could store them.

The Brazos Valley Solid Waste Management Agency is required to maintain the closed landfill on Rock Prairie Road. There are restrictions as to what that area can be utilized for. However, the Executive Director approached the College Station Police Department and the Bryan Police Department and proposed that an impound lot be built that both cities can utilize to store seized vehicles.

The lot is complete and is ready to be utilized. All expenses related to the construction of the lot were paid for by BSWMA. Both cities have agreed to enter into an Equipment Storage Lease with BSWMA for a term of five years at \$1.00 per year.

An Interlocal Agreement between the City of Bryan and the City of College Station states that each city will be responsible for the management of its own inventory of vehicles; the space in the lot will be equally divided by the two cities; and should any expenses not be paid for by BSWMA, both cities will split the cost evenly.

Budget & Financial Summary: \$5.00 over a five year period.

Reviewed and Approved by Legal: Yes

Attachments: 1. Interlocal Agreement
2. Equipment Storage Lease

INTERLOCAL AGREEMENT JOINT IMPOUND LOT

THIS INTERLOCAL AGREEMENT is hereby made by and between the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”), and the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (“College Station”) each acting by and through its duly authorized agents.

WHEREAS, the parties are both political subdivisions of the State of Texas and are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of the operation of an impound lot; and

WHEREAS, the respective police departments for Bryan and College Station each have occasion to seize vehicles for evidence, or as otherwise authorized by law, and require a parking lot where such impounded vehicles may be securely stored; and

WHEREAS, the parties have entered into an Equipment Storage Lease (“Lease”) with the Brazos Valley Solid Waste Management Agency (“BVSWMA”) with regards to the use of a 200 foot by 300 foot crushed gravel parking lot located at 7600 East Rock Prairie Road, College Station, Texas (“Impound Lot”); and

WHEREAS, the parties now desire to enter into an agreement governing the shared use of the Impound Lot to ensure that both parties are able to utilize the lot in an efficient, equitable manner; and

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

1. Both the Bryan and College Station will be equally responsible for managing the Impound Lot. Each city will be responsible for managing its own inventory of vehicles which it is storing in the facility. Each city should promptly remove any vehicle once the related case has been disposed.
2. The area of the Impound Lot will be equally divided between the two cities with each city having its own area of roughly 100 feet by 300 feet. Should one city need additional space that the other is not utilizing, the Chief of Police, or his or her designee, may permit temporary use of the additional space. The parties will strive to ensure that such temporary use is done in an equitable manner.
3. It is understood that the maintenance and upkeep of the Impound Lot will be the responsibility of BVSWMA pursuant to the Lease between the three parties. However, should the cities determine to share additional costs not covered by BVSWMA pursuant to the Lease, the cities agree to share such costs equally. This provision is subject to annual appropriation by the respective city councils.

4. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
5. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of College Station, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
6. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties. Except as provided herein, no amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
7. Notices. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U. S. mail to the following parties:

Bryan: **City of Bryan**
P.O. Box 1000
Bryan, TX 77805
Attn: Eric Buske, Police Chief

College Station: **City of College Station**
P. O. Box 9960
College Station, Texas 77842-0013
Attn: Jeff Capps, Police Chief

8. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
9. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

NOW THEREFORE, this Agreement is effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF BRYAN

CITY OF COLLEGE STATION

Jason P. Bienski, Mayor

Nancy Berry, Mayor

ATTEST:

ATTEST:

Mary Lynne Stratta, City Secretary

Sherry Mashburn, City Secretary

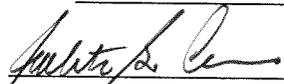
APPROVED AS TO FORM:

APPROVED:

Janis K. Hampton, City Attorney

Kelly Templin, City Manager

Date: _____



Carla Robinson, City Attorney

Date: 2/5/2014

Jeff Kersten,
Assistant City Manager/Chief Financial Officer
Date: _____

Equipment Storage Lease

Basic Terms

Date: November 4, 2013

Landlord: BVSWMA, Inc.
2690 SH30
Anderson, Texas 77830

Tenant(s): City of College Station, Texas
Police Department
2611 Texas Ave. S.
College Station, Texas 77840

City of Bryan, Texas
Police Department
303 E. 29th Street
Bryan, Texas 77803

Premises: 7600 East Rock Prairie Road
College Station, Texas 77842
(As more particularly described on **Exhibit A** attached hereto)

Term (months): Sixty (60) months

Commencement Date: December 1, 2013

Termination Date: November 30, 2018

Base Rent (annual): \$1.00/year

Renewal: Perpetual One (1) Year Renewals pursuant to Paragraph E(2)

Renewal Rate: \$1.00/year

Security Deposit: n/a

Permitted Use: Exterior storage of Tenant's vehicles, equipment and/or other equipment or items of personal property in Tenant's possession,

Tenant's Insurance: Such insurance as Tenant deems necessary

Definitions

"Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition "AS IS" until such time as the improvements being constructed by Landlord to accommodate the Permitted Use are completed, as provided in paragraph C(5) below.

3. Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises and Tenant's use of any common areas and (b) any requirements imposed by utility companies serving the Premises.

4. Pay the Base Rent to Landlord at Landlord's Address.

5. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

6. Repair, replace, and maintain all improvements made by Tenant and any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

7. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

8. Vacate the Premises on the last day of the Term; subject, however to the renewal periods provided herein.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Permit any waste.

4. Alter the Premises without the consent of Landlord, which such consent shall not be unreasonably withheld.

5. Allow a lien to be placed on the Premises.
6. Assign this Lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date; subject, however to the renewal periods provided herein.
2. Obey all laws relating to Landlord's operation of the Premises.
3. Provide the Essential Services.
4. Provide ingress and egress to the Premises sufficient to allow towing of motor vehicles and other storage of large items of equipment on the Premises.
5. Complete construction of improvements to accommodate the Permitted Use upon Tenant's possession of the Premises.
6. Provide routine maintenance for mowing and trimming of Premises.
7. Obtain and pay for all utility services required by Tenant

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises, so long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Tenant may make permanent alterations or improvements of the Premises as it deems appropriate for the Permitted Use, at Tenant's expense, only with the prior written consent of Landlord, which such consent shall not be unreasonably withheld. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any such physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Renewal.* This Lease shall perpetually renew, at the Renewal Rate, for a period of one (1) year at the expiration of any current Term, unless (1) either party delivers written notice of termination to the other party prior to thirty (30) days from the expiration of the current term, or (2) the Lease or Tenant's right to possession of the Premises is terminated, or (3) default exists at the time of expiration of the current term. In the event no party provides a written notice of termination as set forth hereunder, the lease will continue as written except as altered by this Paragraph E(2).

3. *Release of Claims/Indemnity.* LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE GOVERNING BOARDS, OFFICERS, AND AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES OR LOSS OF BUSINESS OR REVENUES SUFFERED BY A PARTY TO THIS LEASE. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY, ITS GOVERNING BOARDS, OFFICERS, OR AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS GOVERNING BOARDS, OFFICERS, OR AGENTS. NOTWITHSTANDING THE FOREGOING, TENANT AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND ITS GOVERNING BOARDS, OFFICERS, AND AGENTS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, COSTS AND ATTORNEYS' FEES, IN FAVOR OF ANY THIRD PARTY, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS LEASE AS A RESULT OF OR IN CONNECTION WITH TENANT'S ACT OF NEGLIGENCE, SUBJECT TO THE EXTENT AND LIMITS SET FORTH IN TITLE 5 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE AND TEXAS STATE CONSTITUTION .

4. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease within thirty (30) days after written notice and failing to provide Essential Services to Tenant within ten (10) days after written notice.

5. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty (30) days after default, terminate this Lease.

6. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this Lease other than the defaults set forth in (a) and (b).

7. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this Lease by written notice and enter and take possession of the Premises. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises without being liable for damages.

8. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

9. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term. Notwithstanding the foregoing, upon termination of this Lease, either by expiration or earlier termination, Tenant shall have thirty (30) days after the date of such termination in which to remove all equipment or other personal property stored upon the Premises.

10. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

11. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

12. *Venue.* Exclusive venue is in the county in which the Premises are located.

13. *Entire Agreement.* This Lease, its exhibits, addenda, and riders constitute the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this Lease and any exhibits, addenda, and riders.

14. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

15. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

16. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

18. *Security.* Tenant will maintain security for the Premises as Tenant deems necessary for the Permitted Use and in accordance with its normal practices and procedures. No additional security will be provided by Landlord. Landlord shall not be responsible for the protection or security for any items stored by Tenant upon the Premises. Nothing herein shall be construed as imposing any obligation of Tenant or Landlord to any third party for the protection of such third party's personal property which may be stored upon the Premises from time to time.

19. *Counterparts.* This Lease may be executed in multiple counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

[SIGNATURE PAGES FOLLOW]

BVSWMA, Inc.

By: _____
Name: _____
Title: _____

City of College Station, Texas

By: _____

Name: Kelly Templin

Title: City Manager

Approved:

Jeff Kersten,
Assistant City Manager/Chief Financial Officer
Date: _____

Carla Robinson
hr _____
Carla Robinson
CITY ATTORNEY
Date: 2/05/14

City of Bryan, Texas

By: _____
Name: _____
Title: _____

Attest:

Mary Lynne Stratta
CITY SECRETARY

Approved as to form:

Janis Hampton
CITY ATTORNEY

EXHIBIT A

The Premises

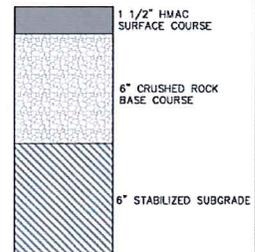


Site Grading and Construction for Impound Lot

- Strip and remove vegetation beneath the parking area. These activities should extend and additional five feet beyond the limits of the parking area.
- Grade exposed surface to drain.
- Proof roll exposed subgrade under direction of project engineer or owners representative.
- Conduct finished subgrade grading.
- Install Mirafi HP 750 in accordance with manufacturer's recommendations.
- Install six(6) inches of crushed limestone base material (TXDOT Item 247, Grade 2 or approved equal). Compact crushed limestone material to 95% of the maximum dry density determined in accordance with ASTM D1557 at optimum to 3% above optimum moisture content.

Add Alternate

- Install 1.5 inches of Type D HMAc in accordance with the current project specifications.



DRAWING STATUS

PREPARED FOR CONSTRUCTION
 FOR REVIEW
 FOR APPROVAL

**ROCK PRAIRIE ROAD
POLICE IMPOUND YARD**

C
 S
 C

PROJECT NO. _____
 DATE ISSUED _____
 CITY NAME _____
 DRAWN BY _____
 CHECKED BY _____
 DATE _____

C-1



February 13, 2014
Consent Agenda Item No. 2c
Park Zone 15 Neighborhood Park Project,
the Park Zone B Community Park Project and the Greenways Program Project
Resolution Determining Need and Necessity for Property Acquisition

To: Kelly Templin, City Manager

From: David Schmitz, Parks and Recreation Director

Agenda Caption: Presentation, possible action and discussion regarding a Resolution Determining Public Need and Necessity for the Park Zone 15 Neighborhood Park Project, the Park Zone B Community Park Project and the Greenways Program Project (“Projects”).

Relationship to Strategic Goals:

1. Neighborhood Integrity
2. Green Sustainable City

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

Summary: The current College Station Parks and Recreation Master Plan shows the need for one additional Community Park. Over the last two years, the Parks and Recreation Department has been exploring the possibility of purchasing parkland for a Community Park. Staff has identified several parcels totaling approximately 115 acres located in the general area bound by Rock Prairie Road West, Holleman Drive South, Graham Road North, and Dowling Road North (Neighborhood Park Zone 15 and Community Park Zone “B”). This area of town currently does not have parkland available for a community park.

The explosive residential growth in this area has enabled the City to accumulate substantial amounts of Parkland Dedication funds that will aid in the purchase of the property. The final amount of acreage may be less than 115 acres, but the minimum property size that we need for a park is 50 – 60 acres.

The intended use of this parkland will be for the future construction of a Community Park. The Park would include amenities such as Athletic Fields (baseball/softball, soccer, football, etc.); playgrounds; an extensive trail system; natural areas; picnic areas; passive areas; ponds for fishing; parking; and pavilions, including one with restrooms and a kitchen for large gatherings.

Budget & Financial Summary: Funding for the project is budgeted in the Parkland Dedication Neighborhood Park Zone 15, Parkland Dedication Community Park Zone “B”, and Bond 2008 Revolving Parkland Fund (includes Zone 1 transfer) funds.

Reviewed and Approved by Legal: Yes

Attachments:

- 1) Resolution Determining Need and Necessity with Exhibit “A”
- 2) Location Map

RESOLUTION DETERMINING PUBLIC NEED AND NECESSITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING PUBLIC NEED AND NECESSITY FOR THE CITY TO INITIATE, COMPLETE, AND ACQUIRE CERTAIN PROPERTY LOCATED IN THE AREA BOUND BY ROCK PRAIRIE ROAD WEST, HOLLEMAN DRIVE SOUTH, GRAHAM ROAD NORTH AND DOWLING ROAD NORTH IN COLLEGE STATION, BRAZOS COUNTY, TEXAS FOR THE PURPOSE OF THE PARK ZONE 15 NEIGHBORHOOD PARK PROJECT, THE PARK ZONE B COMMUNITY PARK PROJECT AND THE GREENWAYS PROGRAM PROJECT; AUTHORIZING THE CITY AND ITS REPRESENTATIVES AND EMPLOYEES TO TAKE ANY AND ALL REASONABLE ACTIONS TO ACHIEVE SAME; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

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

WHEREAS, the City is engaged in the Park Zone 15 Neighborhood Park Project, the Park Zone B Community Park Project and the Greenways Program Project (“Projects”); and

WHEREAS, such Projects are for the public purposes of providing facilities, parks, trails and other recreational areas as well as alleviating future flood damage, providing general flood plain management, buffering between land uses and protecting habitats for existing flora and fauna; and

WHEREAS, such Projects are located at or about the following physical location: The area bound by Rock Prairie Road West, Holleman Drive South, Graham Road North and Dowling Road North in College Station, Brazos County, Texas; and

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

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

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

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

- PART 2:** That the City Council of the City of College Station, Texas, herein determines it to be in the best interest of its citizens and the general public to commence the Park Zone 15 Neighborhood Park Project, the Park Zone B Community Park Project and the Greenways Program Project located in the area bound by Rock Prairie Road West, Holleman Drive South, Graham Road North and Dowling Road North in College Station and Brazos County, Texas for the public purposes of providing facilities, parks, trails and other recreational areas as well as alleviating future flood damage, providing general flood plain management, buffering between land uses and protecting habitats for existing flora and fauna, and to take any and all reasonable action to achieve completion of the Projects, including the acquisition of property.
- PART 3:** That the Projects will require the acquisition of a fee simple interest in the properties as described in Exhibit "A" attached hereto and made a part of this Resolution ("Property").
- PART 4:** That the City's representatives, agents, and staff are hereby authorized to acquire the Property pursuant to applicable law, including Chapter 2206 Texas Government Code and Chapter 21 Texas Property Code as same may, from time to time, be amended; and to specifically provide the Landowner's Bill of Rights to landowners, and to conduct such land appraisals as may be desired and as may be required by law.
- PART 5:** That adoption of this Resolution shall not authorize the City's representatives, agents, and staff to proceed to condemnation without first obtaining express authority to condemn from the City Council.
- PART 6:** That the City Manager is hereby authorized to direct and designate City staff and to contract with one or more agents or representatives as deemed appropriate to act on behalf of the City to acquire the Property, including contracting with professional appraisers for appraisal services, and contracting with professional real estate agents to act as a land agent for the City relating to acquisition of the Property.
- PART 7:** That the City Manager and his authorized designee be authorized to sell any surplus improvements and to order the removal or the demolition of any improvements that are located on the Property that in their determination hinder or are unnecessary to completion of the Projects.
- PART 8:** That this Resolution shall take effect immediately from and after its passage.

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

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

EXHIBIT "A"

Being all those tracts or parcels of land located in the area bound by Rock Prairie Road West, Holleman Drive South, Graham Road North and Dowling Road North in College Station, Brazos County, Texas Said Property is depicted on the map attached hereto and made part hereof. The tracts or parcels needed for the Projects may be acquired from the following lands:

	Tax ID	Size	Location	Owner (N/F)
1.	354862	2.07 ac	Rock Prairie Road West	White, Abner
2.	363604	1.50 ac	Rock Prairie Road West	Bledsoe, Wilbert Earl
3.	15815	9.39 ac	Rock Prairie Road West	White, Abner
4.	358553	5.36 ac	Rock Prairie Road West	White, Abner
5.	15810	5.00 ac	3770 Rock Prairie Road West	Goodman-Woods, Lover White
6.	358552	8.00 ac	Rock Prairie Road West	Garrison, Daphne Pierce, et al
7.	82901	11.26 ac	Graham Road North	Ovais, Inc.
8.	15808	3.00 ac	Rock Prairie Road West	Abbate Testamentary Trust
9.	15811	28.41 ac	Dowling Road North	White, Abner
10.	300830	11.0 ac	Graham Road North	Whitworth Financial, Inc.
11.	84563	2.28 ac	Graham Road North	Bienski Properties, LP
12.	114893	2.20 ac	4336 Graham Road North	Coufal, Craig D. & Courtney A.
13.	82900	3.00 ac	Graham Road North	Williams, Travis Sr. & Helen
14.	306888	3.64 ac	Graham Road North	Williams, Travis L. Sr.
15.	15813	11.38 ac	12791 Dowling Road North	Williams, Eunice E.
16.	357324	7.00 ac	Dowling Road North	Hollimon, Lula B.

Note No. 1: Part of the Property has been excepted from annexation in City Ordinance No. 3049 by use of a Development Agreement.

Note No. 2: Map follows this page.



February 13, 2014
Consent Agenda Item No. 2d
Agreement with the Brazos Valley Umpires Association
For Officiating Services for City Athletic Leagues and Programs
Contract #12-095 R2

To: Kelly Templin, City Manager

From: David Schmitz, Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding the second renewal of an Agreement for Services with the Brazos Valley Softball Umpires Association to provide officiating services for City athletic leagues, programs and tournaments (Contract Number 12-093) in an amount not to exceed \$190,000.00 per year

Relationship to Strategic Goals:

1. Spending taxpayer money efficiently
2. Hotel/Motel utilization for eligible projects
3. Increase tourism

Recommendation(s): Staff recommends renewal of the Agreement for Services with the Brazos Valley Softball Umpires Association.

Summary: This renews Contract Number 12-093 for a period of one (1) year (18 Feb 2014 - 17 Feb 2015). This is the second of two possible renewals for this contract.

The contract is for the provision of all officiating services for all City-operated athletic leagues and programs, including Adult and Youth Softball, Adult and Youth Flag Football, Adult and Youth Volleyball, Youth Basketball, and Adult Kickball, as well as tournament play. This blanket contract sets rates for these sports that can cover league play and tournaments, if held. The rates remain the same as the previous contract.

Payment for umpire services is made to the Association, prior to each season based on the scheduled games, who then pays the individual umpires for actual games called. A "true up" is calculated at the end of each season to verify actual games called with the Association and the Parks and Recreation Department. Tournaments are handled individually in the same manner.

This Agreement for Services is exempt from competitive bidding in accordance with LGC 252.022(a)(7), a procurement that is available from only one source.

Budget & Financial Summary: This contract is not to exceed \$190,000.00. Funds are budgeted through the Parks and Recreation Departments General Fund, Recreation Fund and Hotel Occupancy Tax budgets.

Attachments:

1. Renewal Acceptance
2. Contract 12-093

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 12-093, Officiating Services for Athletic Leagues and Programs, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00).

I understand this renewal term will be for the period beginning February 18, 2014 through February 17, 2015. This is the second renewal.

**BRAZOS VALLEY SOFTBALL
UMPIRES ASSOCIATION**

By: 
Printed Name: KENT GARDNER
Title: PRESIDENT
Date: 12-18-13

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____

**CITY OF COLLEGE STATION OFFICIATING SERVICE AGREEMENT WITH
BRAZOS VALLEY SOFTBALL UMPIRES ASSOCIATION**

This service agreement is entered into by and between the **City of College Station, Texas**, a Texas Home Rule Municipal corporation (“City”), and the **Brazos Valley Softball Umpires Association** (“Association”).

In consideration for the payment as stated below the Association will provide qualified officiating and scorekeeping services for each and every City softball, flag football, volleyball, basketball, and kickball league game as scheduled by City’s Parks and Recreation Department. The Association will provide qualified officiating and scorekeeping services for all sanctioned and approved tournaments and events when such service is requested by the City.

I. PAYMENT

1.1 The total amount of payment by the City to the Association for all services to be performed under this Agreement may not, under any circumstances, exceed **ONE HUNDRED NINETY THOUSAND and NO/100 DOLLARS (\$190,000.00)**.

1.2 Scheduling Fee. The City agrees to pay to the Association for their services provided in scheduling and administration of payroll to the officials of the Association.

- a. The City will pay the Association a softball scheduling fee of \$800.00 for the Spring season, \$800.00 for the Summer season and \$800.00 for the Fall season.
- b. The City will pay the Association a flag football, volleyball, basketball, and kickball training, scheduling, and payment service fee of \$800.00 for the Spring season, \$600.00 for the Summer season, and \$800.00 for the Fall season.

1.3 Per Game Fee. The Association will be compensated for officials and scorekeepers as follows:

- | | | |
|----|----------------------------|---------------------------------------|
| a. | Adult Slow Pitch Games | \$16.00 per official per game |
| b. | Adult Fast Pitch Games | \$22.50 per official per game |
| c. | Youth Fast Pitch Games | \$22.50 per official per game |
| d. | Youth Basketball Games | \$11.00 per official per game |
| e. | Youth Basketball Games | \$8.00 per scorekeeper per game |
| f. | Youth Flag Football Games | \$11.00 per official per game |
| g. | Adult Flag Football Games | \$22.00 per official per game |
| h. | Youth Volleyball Matches | \$11.00 per official per match |
| i. | Adult Volleyball Matches | \$14.00 per official per match |
| j. | Volleyball Matches | \$8.00 per scorekeeper per match |
| k. | Adult Kickball Games | \$22.00 per official per game |
| l. | Sanctioned/Approved Events | Payment according to ASA or TAAF code |

1.4 The City shall issue a purchase order for the payment of officiating services. It is agreed that City shall make pre-payments to the Association prior to and during the season according to the schedule below. It is further agreed that the Association shall pay officials on a biweekly basis for services performed from these pre-paid funds. Actual payments shall be based upon the actual team registration. It is understood by and between the parties that these costs are estimated and will be adjusted based upon the actual team registration. In the event of an over or under payment, the parties shall adjust to address actual differences. For the term of this Agreement, the City shall pay to the Association:

- a. An estimated \$25,000.00 on or before the date of the first scheduled league game of the Fall season;
- b. An estimated \$25,000.00 after October 1st of the Fall season;
- c. An estimated \$40,000.00 on or before the date of the first scheduled league game of the Spring season; and
- d. An estimated \$100,000.00 on or before the date of the first scheduled league game of the Summer season.

1.5 Suspension of Payment. In the event the Association does not comply with or otherwise meet the terms and conditions of this agreement, the City may withhold further payment to the Association until the condition or term is remedied to the satisfaction of the City.

II. UMPIRING SERVICES

2.1 Schedules. The City will provide the Association with the season schedules one week before the date of the first scheduled game of the season. The City will also provide the Association with one week's notice, if possible, of all rescheduled games. Both schedules will be in writing.

2.2 Accounting System. The Association will establish, operate and maintain accounting system, which system shall be open to the City for periodic inspection during regular business hours. The system shall be designed for and provide for the tracking of funds and the review of the financial status of the program on a monthly basis.

2.3 Separate Account. The Association will establish a separate account for the payment of officials for the services performed pursuant to this Agreement. The Association will put into operation and utilize accounting and check issuing procedures approved by the City. The Association will expend funds according to the terms of this Agreement.

2.4 Representative. The Association will appoint an authorized representative who will be available to meet with the Recreation Division Representative and other officials of City upon request.

2.5 Absenteeism. In the event that an official fails to work any scheduled game due to absenteeism, the Association will reimburse the City the amount of the Per Game Fee as established in this Agreement.

2.6 Officials. The Association will provide officials at each scheduled game. At least one official must have at least one (1) year of experience for softball.

III. INDEMNIFICATION, RELEASE, AND INSURANCE.

3.1 Indemnification. It is further agreed that the Association shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Association under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Association, or any third party.

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

3.3 Insurance.

a. The Association will not allow any non-ASA or non-TAAF certified persons to umpire any City game. The Association guarantees that it will require all officials to be certified with ASA or TAAF and be covered by ASA or TAAF insurance.

b. As a certified member of ASA or TAAF each Association official represents they will maintain ASA or TAAF insurance for the duration of this Agreement, including insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by Association, its agents, representatives, volunteers, employees, and officials.

c. The Association official's ASA or TAAF insurance shall be primary insurance. The insurance must list College Station, its employees and officials as additional insureds. The required limits of insurance for this Agreement are attached in **Exhibit A "Insurance Requirements"**. The Certificates of insurance evidencing the required insurance coverages will be attached in **Exhibit B "Certificates of Insurance"**.

IV. GENERAL TERMS

4.1 Term and Termination. The term of this Agreement will be for one (1) year, effective January 1, 2012, through December 31, 2012. After completion of the first term of the Agreement, the Agreement may be extended annually upon mutual written agreement of both parties not to exceed an additional two (2) terms. This Agreement may be terminated by either party for convenience upon thirty (30) day's written notice to the other party. Any funds received pursuant to this Agreement, but not earned shall be returned to the City within seven (7) days after termination.

4.2 Independent Contractor. In all activities and services performed hereunder, the Association is an independent contractor and not an agent or employee of the City. The Association, as an independent contractor, shall be responsible for the services provided under this Agreement. The Association shall have ultimate control over the execution of the work performed under this Agreement. The Association will have the sole obligation to employ, direct, control, supervise, manage, and discharge. The Association will timely compensate the officials performing under this Agreement.

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

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

4.5 Notice. The parties may change addresses by prior written notice sent to the other party pursuant to the terms of this agreement. Notices to the parties shall be sent regular mail or email (if email is used, the Association must receive a reply verification confirmation) when addressed as follows:

**CITY OF COLLEGE STATION
PARKS AND REC. DEPT.**
ATTN: *David Hudspeth, Recreation Supervisor*
P.O. Box 9960
College Station, TX 77842
dhudspeth@cstx.gov

**BRAZOS VALLEY
SOFTBALL UMPIRES ASSOCIATION**
P.O. Box 2875
Bryan, TX 77805
tim.carda@yahoo.com

4.7 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

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

4.9 Gifts. Any gifts or other contributions received by the Association or any of its members shall not be subject to the provisions of this agreement.

**BRAZOS VALLEY SOFTBALL
UMPIRES ASSOCIATION**

BY: [Signature]

Printed Name: Tim Carde

Title: President

Date: 11/4/11

CITY OF COLLEGE STATION

BY: Tracy Perry

Mayor

Date: 1-31-12

ATTEST

[Signature]
City Secretary

APPROVED:

Kathleen Memei
City Manager

Alan C. Fols
City Attorney

[Signature]
Chief Financial Officers

EXHIBIT A
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before work commences.

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

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

EXHIBIT B
CERTIFICATES OF INSURANCE

February 13, 2014
Consent Agenda No. 2e
BVSWMA - Amendments to Bylaws and Solid Waste Facilities Operations
Agreements

To: Kelly Templin, City Manager

From: Donald Harmon, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion on a resolution to amend the By-Laws and Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and the Brazos Valley Solid Waste Management Agency, Inc.

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

Recommendation(s): Staff recommends approval of a resolution to amend the By-Laws and Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and Brazos Valley Solid Waste Management Agency, Inc.

Summary: The BVSWMA, Inc. By-Laws and Solid Waste Facilities Operations Agreement approved by the City in 2010, set out corporate governance for the organization and defined the relationship between BVSWMA, Inc. and the two Cities. After the facilities have operated for four years as a separate entity, staff assigned to the BVSWMA, Inc. Technical Advisory Committee, have recommended updates to the governance documents to the BVSWMA, Inc. Board of Directors in order to accurately reflect current corporate operations and to correct errors, conflicts, and inconsistencies.

The BVSWMA, Inc. Board of Directors will consider approval of the amendments on March 19, 2014. The City of Bryan approved the amendments on January 14, 2014.

Notable changes to the governance documents include:

Solid Waste Facilities Operations Agreement

- **3.05 Measurement of Solid Waste**
 - o Removed language that did not identify current operational practices for measurement of solid waste.
- **(formerly Section 6.01) Agency Employees**
 - o Removed all language related to borrowed employees since this section no longer applies; that is, this text was completely removed from the document.
- **6.01 (formerly Section 6.03) Annual Business Plan**
 - o Required a workshop session for Board members at the beginning of each calendar year and revised reported performance measures for the Annual Business Plan.
- **6.02 (formerly Section 6.04) Additional Reporting to Cities**
 - o Revised schedule of reporting periods to the Cities.
- **Exhibits**

- o Exhibit A is included to define reports and establish a calendar of reporting requirements to clarify due dates.

Bylaws of the Brazos Valley Solid Waste Management Agency Inc.

- **2.02 Initial Board and Transition**
 - o Renamed this section to “Staggered Terms of the Directors and Transitions”. Proposed changes also better define term limits and the transitions of Board members.
- **2.11 Conduct of Business**
 - o Replaced the term “President” with “Chairman” to identify the head of the BVSWMA Board. This change is reflected throughout document.
- **2.15 Technical Advisory Committee (TAC)**
 - o Established that the TAC shall review the Annual Budget, construction and other non-routine business that may require consideration prior to Board Meetings.
- **2.16 (formerly this section did not exist; impacts remaining section numbers, which have been appropriately revised) Investment Advisory Committee**
 - o Created the Investment Advisory Committee and defined role.
- **3.01 Titles and Terms of Office**
 - o Revised terms and limits of Chairman. As revised, the Chairman shall rotate between members of the Board from each city in alternating two (2) year intervals.
- **3.05 Secretary**
 - o Establishes that if a Treasurer is not appointed, then the Secretary may act in its place.
- **4.04 Financially Material Event**
 - o Redefined this section, which defines and summarizes a Financially Material Event.
- **4.06 Annual Budget**
 - o Establishes that the TAC shall receive the draft of the proposed Annual Budget 30 days prior to Board approval.
- **4.12 (new section) Financial Assurance**
 - o Inclusion of Financial Assurances and related information.
- **8.04 Reports**
 - o Proposed changes better align reporting requirements with Operations Agreement.
- **8.07 Expansion or Modification of Services**
 - o States that any proposed expansions or modifications of services shall be shared with the TAC and comments recorded prior the presentation to the Board.

Budget & Financial Summary: Approval of a resolution to amend the BVSWMA, Inc. Bylaws and Solid Waste Facilities Operations Agreement will result in no changes to the current solid waste disposal rates that are charged to the Cities.

Reviewed and Approved by Legal: Yes

Attachments:

1. Resolution amending the BVSWMA, Inc. Bylaws and Solid Waste Facilities Operations Agreement
2. Copies of the proposed amendments are available for review in the City Secretary's Office

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS APPROVING THE AMENDMENT AND RESTATEMENT OF THE SOLID WASTE FACILITIES OPERATIONS AGREEMENT BY AND AMONG THE CITY OF BRYAN, TEXAS, THE CITY OF COLLEGE STATION, TEXAS AND THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC.; APPROVING AMENDMENTS TO THE BYLAWS OF THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brazos Valley Solid Waste Management Agency, Inc. (“BVSWMA”) owns and operates the Twin Oaks Landfill; and

WHEREAS, the City of Bryan, Texas (“Bryan”), the City of College Station, Texas (“College Station”) and BVSWMA executed that certain Solid Waste Facilities Operations Agreement (“Operations Agreement”), dated effective May 19, 2010; and

WHEREAS, the Board of Directors of BVSWMA (“Board”) has conducted a thorough review of the Operations Agreement and caused certain appropriate amendments thereto; and

WHEREAS, the Board originally approved the Bylaws of BVSWMA on March 31, 2010 (“Bylaws”); and

WHEREAS, the Board has conducted a thorough review of the Bylaws and caused certain appropriate amendments thereto; and

WHEREAS, the City Council finds it to be in the best interest of the City of College Station to approve the Amended and Restated Solid Waste Facilities Operations Agreement, attached hereto as Exhibit A; and

WHEREAS, the City Council finds it to be in the best interest of the City of College Station to approve the Bylaws, as amended and attached hereto as Exhibit B to become the Bylaws of BVSWMA; now, therefore,

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

PART 1: That the City Council hereby approves the Amended and Restated Solid Waste Facilities Operations Agreement attached hereto as Exhibit A, and the Mayor is hereby authorized to execute the Amended and Restated Solid Waste Facilities Operations Agreement on behalf of the City of College Station.

PART 2: The City Council hereby approves the BVSWMA Bylaws, as amended and attached hereto as Exhibit B.

PART 3: That this Resolution shall take effect immediately from and after its adoption.

ADOPTED the 13th day of February, A.D. 2014.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

February 13, 2014
Consent Agenda Item No. 2f
Robert Earl "Bob" Meyer Estate Restricted Gift Agreement

To: Kelly Templin, City Manager

From: David Schmitz, Parks and Recreation Director

Agenda Caption: Presentation, possible action and discussion on a Restricted Gift Agreement between the City of College Station and the Estate of Robert Earl Meyer, Lone Star Trust and Investment Services, Executor, whereby the City agrees to honor and accept a restricted gift, devise or bequest made to the City to benefit senior programs and authorizing the Mayor to execute the Agreement on behalf of the City Council.

Relationship to Strategic Goals:

1. Neighborhood Integrity
2. Good Governance
3. Financially Sustainable City

Recommendation(s): Staff recommends approval of the Restricted Gift Agreement.

Summary: Robert Earl "Bob" Meyer passed away this past October. As part of his Will, Bob bequeathed 25% of his estate to the College Station Parks and Recreation Department, the gift being restricted for the benefit of programs for senior citizens. The City must execute an agreement no later than March 6, 2014, agreeing to accept the gift or bequest with this restriction, so that the funds are essentially dedicated for this particular purpose.

In his lifetime, Mr. Meyer was asked to participate on the Senior Advisory Committee in 2002. The SAC is a group of senior citizens of College Station that provide insight, support and ideas for senior programming in the community. Mr. Meyer participated in nearly every meeting of the committee from August of 2002 through the time of his last illness in 2013. He served as Chairman of the committee from 2004-2007. During his lifetime, he loved and supported the many senior programs offered by the Parks and Recreation Department Senior Services.

Bob Meyer sincerely had a passion for senior programs and offered to do whatever it took to make things successful. He was a wonderful example of an active senior citizen with unique talents and capabilities who chose to regularly use them for his community.

Budget & Financial Summary: The funds from the Restricted Gift Agreement will be deposited in a special account and limited for use to benefit Senior Programs.

Reviewed and Approved by Legal: Yes

Attachments:

- 1) Robert Earl Meyer Estate Gift Agreement Document

**CITY OF COLLEGE STATION, TEXAS
AND**

**ESTATE OF ROBERT EARL MEYER,
LONE STAR TRUST AND INVESTMENT SERVICES, EXECUTOR**

RESTRICTED GIFT AGREEMENT

This Agreement is made and entered into by and between the Estate of Robert Earl Meyer, Thomasville National Bank dba Lone Star Trust and Investment Services, Executor, hereinafter referred to as "Donor," and the City of College Station, Texas, a home rule municipal corporation, hereinafter referred to as "City," each acting by and through its duly authorized agents.

A. Acknowledgment and Name of Gift

By this Agreement, the City acknowledges that the Donor intends to make one or more lump sum distributions to an account, hereinafter referred to as the "Fund," to the City. Expenditures from the Fund will be restricted to the purpose(s) delineated in Section B following.

B. Gift Purpose and Criteria

The Fund shall be used to "benefit programs for senior citizens" and will be expended in accordance with that testamentary gift, devise and bequest limitation, as expressed in Paragraph IV (b) of the will of Robert Earl Meyer, dated March 22, 2010, admitted to probate in the County Court at Law Number 1 of Brazos County, Texas, under Cause No. 14,989-PC, a copy of which instrument is attached and incorporated for all purposes as Exhibit "1."

C. Establishment of the Fund

Lump sum distributions to the Fund are contemplated. Distributions to the Fund may be made in cash or with other assets that are acceptable to the City.

Expenditures from the Fund will be made as soon as practicable and in accordance with the City's normal procedures, provided that the criteria established by the Donor are met.

D. Unspent Amount Available for Award

If, in a given year, no use or only a partial use is made of the amount available for award from the Fund, then the unused amount shall be carried forward for expenditure in succeeding years.

E. Administration of the Fund

The Fund shall be managed in accordance with the Donor's intent, generally accepted accounting principles, applicable federal and state statutes, and City policies and procedures.

1. Administrative Service Fee

At the time of this agreement, no Administrative Service Fee is or has ever been levied by the City, and none is contemplated.

2. Reports

The Donor will receive an annual report on activity of the Fund from the City, using the City's normal fiscal year.

F. Donor Confidentiality

The City respects the Donor's right to privacy and shall treat and protect the Donor's financial and other personal information as confidential to the maximum extent permitted under applicable state and federal statute. The City shall have the right to recognize the existence of the Fund in its annual report and in internal financial reports and required audit statements.

H. Amendment of Agreement

It is understood that this Agreement may be amended only by mutual written consent of the Donor and the City.

I. Correspondence Contacts

Any correspondence should be sent to the attention of:

Lone Star Trust and Investment Services, Executor
Estate of Robert Earl Meyer
c/o Sandra Boecker,
3030 University Drive East Ste 300
College Station, TX 77845
(979) 776-0800

City of College Station
c/o City Attorney
P.O. Box 9960
1101 Texas Avenue
College Station, TX 77840
(979) 764-3507

J. Acceptance of Agreement

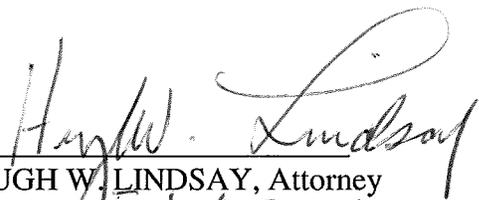
NOW THEREFORE, this Agreement is effective when signed by the last party whose signing makes the Agreement fully executed.

The Donor(s) and/or designees and the authorized representative(s) of the City hereby affix their signatures in acceptance thereof:

DONOR/DESIGNEE

Estate of ROBERT EARL MEYER

BY: 
SANDRA BOECKER
Thomasville National Bank dba
Lone Star Trust & Investment Services, Executor
Date: 2/4/14


HUGH W. LINDSAY, Attorney
Date: Feb 4, 2014

CITY OF COLLEGE STATION

BY: _____
NANCY BERRY, Mayor

Date: _____

ATTEST:

SHERRY MASHBURN, City Secretary
Date: _____

APPROVED:

KELLY TEMPLIN, City Manager
Date: _____

JEFF KERSTEN
CFO/Assistant City Manager
Date: _____

ROBERTA B. CROSS
First Assistant City Attorney
Date: _____

**CITY OF COLLEGE STATION, TEXAS
AND**

**ESTATE OF ROBERT EARL MEYER,
LONE STAR TRUST AND INVESTMENT SERVICES, EXECUTOR**

RESTRICTED GIFT AGREEMENT

This Agreement is made and entered into by and between the Estate of Robert Earl Meyer, Thomasville National Bank dba Lone Star Trust and Investment Services, Executor, hereinafter referred to as "Donor," and the City of College Station, Texas, a home rule municipal corporation, hereinafter referred to as "City," each acting by and through its duly authorized agents.

A. Acknowledgment and Name of Gift

By this Agreement, the City acknowledges that the Donor intends to make one or more lump sum distributions to an account, hereinafter referred to as the "Fund," to the City. Expenditures from the Fund will be restricted to the purpose(s) delineated in Section B following.

B. Gift Purpose and Criteria

The Fund shall be used to "benefit programs for senior citizens" and will be expended in accordance with that testamentary gift, devise and bequest limitation, as expressed in Paragraph IV (b) of the will of Robert Earl Meyer, dated March 22, 2010, admitted to probate in the County Court at Law Number 1 of Brazos County, Texas, under Cause No. 14,989-PC, a copy of which instrument is attached and incorporated for all purposes as Exhibit "1."

C. Establishment of the Fund

Lump sum distributions to the Fund are contemplated. Distributions to the Fund may be made in cash or with other assets that are acceptable to the City.

Expenditures from the Fund will be made as soon as practicable and in accordance with the City's normal procedures, provided that the criteria established by the Donor are met.

D. Unspent Amount Available for Award

If, in a given year, no use or only a partial use is made of the amount available for award from the Fund, then the unused amount shall be carried forward for expenditure in succeeding years.

E. Administration of the Fund

The Fund shall be managed in accordance with the Donor's intent, generally accepted accounting principles, applicable federal and state statutes, and City policies and procedures.

1. Administrative Service Fee

At the time of this agreement, no Administrative Service Fee is or has ever been levied by the City, and none is contemplated.

2. Reports

The Donor will receive an annual report on activity of the Fund from the City, using the City's normal fiscal year.

F. Donor Confidentiality

The City respects the Donor's right to privacy and shall treat and protect the Donor's financial and other personal information as confidential to the maximum extent permitted under applicable state and federal statute. The City shall have the right to recognize the existence of the Fund in its annual report and in internal financial reports and required audit statements.

H. Amendment of Agreement

It is understood that this Agreement may be amended only by mutual written consent of the Donor and the City.

I. Correspondence Contacts

Any correspondence should be sent to the attention of:

Lone Star Trust and Investment Services, Executor
Estate of Robert Earl Meyer
c/o Sandra Boecker,
3030 University Drive East Ste 300
College Station, TX 77845
(979) 776-0800

City of College Station
c/o City Attorney
P.O. Box 9960
1101 Texas Avenue
College Station, TX 77840
(979) 764-3507

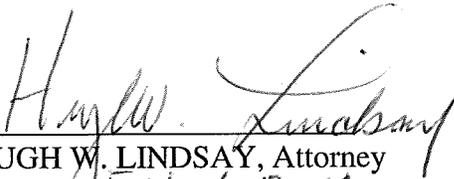
J. Acceptance of Agreement

NOW THEREFORE, this Agreement is effective when signed by the last party whose signing makes the Agreement fully executed.

The Donor(s) and/or designees and the authorized representative(s) of the City hereby affix their signatures in acceptance thereof:

DONOR/DESIGNEE

Estate of ROBERT EARL MEYER
BY: 
SANDRA BOECKER
Thomasville National Bank dba
Lone Star Trust & Investment Services, Executor
Date: 2/4/14


HUGH W. LINDSAY, Attorney
Date: Feb 4, 2014

CITY OF COLLEGE STATION

By: _____
NANCY BERRY, Mayor

Date: _____

ATTEST:

SHERRY MASHBURN, City Secretary
Date: _____

APPROVED:

KELLY TEMPLIN, City Manager
Date: _____

JEFF KERSTEN
CFO/Assistant City Manager
Date: _____

ROBERTA B. CROSS
First Assistant City Attorney
Date: _____

CCP

Filed for Record
BRAZOS COUNTY

On: Nov 07, 2013 at 10:33A

LAST WILL AND TESTAMENT

As a
Testamentary

Document Number: 14989-PC

Amount 239.00

of
ROBERT EARL MEYER

Receipt Number - 490160

By,

Kala Brummer

I, ROBERT EARL MEYER, a resident of Brazos County, Texas, declare this to be my Will and hereby expressly revoke all prior Wills and Codicils.

I. IDENTITY OF TESTATOR'S FAMILY

I declare that I am not married at the present time. I was previously married to WANDA LOUISE MEYER and that marriage ended at her death in September 2009. I have no living children. I have no deceased children.

II. APPOINTMENT OF EXECUTOR

APPOINTMENT--I appoint LONE STAR TRUST AND INVESTMENT SERVICES which is a Division of THOMASVILLE NATIONAL BANK, THOMASVILLE, GEORGIA, as Independent Executor of this Will.

I direct that no action shall be taken in any Court in the administration of my estate other than the probating and recording of this Will and the return of an inventory, appraisalment, and list of claims of my estate. My Independent Executrix or Executor, whether original, substitute or successor, is hereafter referred to as my "Executor".

BOND--No bond or other security shall be required of any Executor appointed in this Will.

COMPENSATION--My Executor shall receive reasonable compensation for services rendered to my estate during administration as determined by the Court in which this Will is admitted to probate.

POWERS--My Executor shall have, in extension and not in limitation of the powers given by law or by other provisions of this Will, the following powers with respect to the settlement of my estate, to be exercised in each case from time to time in the discretion of my Executor without further order or license of any Court:

- (a) Retain Assets--To retain any and all property received for as long as such retention appears advisable.

R.E.M.

(b) Investments--To invest and reinvest in every kind of property and investment which men of prudence, discretion and intelligence acquire for their own accounts.

(c) Management--To manage, control, repair and improve all real and personal property.

(d) Sell and Exchange--To sell for cash or on deferred payments at public or private sale, to exchange, and to convey any portion of the estate, real, personal or mixed, at the time or price and on such terms and conditions which appear advisable.

(e) Leases--To lease any real or personal property of my estate for any purpose for terms within or extending beyond the term of the settlement and distribution of the estate.

(f) Insurance--To procure and carry at the expense of the estate insurance of the kinds, forms and amounts deemed advisable to protect the estate against any hazard.

(g) Adjustment of Claims--To compromise, submit to arbitration, release with or without consideration, or otherwise adjust claims in favor of or against the estate.

(h) Litigation--To commence or defend at the expense of the estate any litigation affecting the estate deemed advisable.

(i) Employment of Counselors--To employ any attorney, investment advisor, accountant, broker, tax specialist or any other agent deemed necessary; and to pay from the estate reasonable compensation for all services performed by any of them.

(j) Distribution of Estate--When paying legacies or dividing or distributing my estate, to make such payments, division or distribution wholly or partly in kind by allotting and transferring specific securities or other personal or real properties or undivided interests therein as a part of the whole of any one or more payments or shares at current values in the manner deemed advisable by my Executor.


R.E.M.

III. PROPERTY BEING DISPOSED

It is my intention by this Will to dispose of all of the separate property which I may own. However, I hereby elect not to exercise any power of appointment exercisable by a Will which I now have or which may hereafter be conferred on me; no provision of this Will shall be construed as an exercise in whole or in part of any such power.

IV. DISPOSITION OF ESTATE

I give, devise and bequeath all of my estate as follows:

(a) seventy-five (75.0) percent to FIRST BAPTIST CHURCH OF COLLEGE STATION, whose current address is 2300 Welch Avenue, College Station, Texas 77845; and

(b) twenty-five (25.0) percent to the City of College Station Parks and Recreation Department provided that the City of College Station enter into an agreement restricting use of these funds solely to the benefit of programs for senior citizens. If within sixty (60) days from the presentation of this bequest by the representative of my estate the City of College Station cannot or will not enter into such an agreement restricting the use of these funds, this twenty-five (25.0) percent shall go to the FIRST BAPTIST CHURCH OF COLLEGE STATION.

V. WILL CONTEST PROVISION

If any person, whether or not related in any way by blood to me, shall either directly or indirectly attempt to oppose or set aside the probate of this Will or to impair or invalidate any of the provisions hereof and such person shall establish a right to any part of my estate, I give and bequeath to such person the sum of one dollar (\$1.00) only and no further consideration.

VI. GENERAL PROVISIONS

EFFECT OF INOPERATIVE, INVALID OR ILLEGAL PROVISION--If any provision of this Will or of any Codicil thereto is held to be inoperative, invalid or illegal, it is my intention that all of the remaining provisions thereof shall continue to be fully operative and effective so far as is possible and reasonable.


R.E.M.

HEADINGS--The headings above the various provisions of this Will have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Will or in ascertaining my intentions.

IN WITNESS WHEREOF, I, ROBERT EARL MEYER, hereby set my hand to this my last Will, each page of which has been initialed by me, on the 22ND day of March 2010.

Robert Earl Meyer

ROBERT EARL MEYER, Testator

ATTESTATION CLAUSE

The foregoing instrument, consisting of five (5) pages, including this page and the page on which the Self-Proving Affidavit appears, was in our presence signed by ROBERT EARL MEYER, and declared by him to be his last Will. We, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses on the 22ND day of March 2010.

Ruth K. Fleeger

Witness

1213 Westover St.

College Station TX 77840

Address

[Signature]

Witness

412 TARRON

COLLEGE STATION, TX. 77840

Address

REM

R.E.M.

SELF-PROVING AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

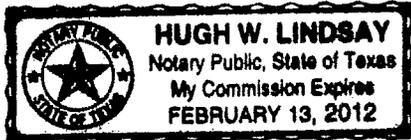
BEFORE ME, the undersigned authority, on this day personally appeared ROBERT EARL MEYER, RUTH K. FLEEGER and WESLEY HALL, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the Testator, ROBERT EARL MEYER, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed for the purposes therein expressed; and the said witnesses, each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen (18) years of age or over and was of sound mind; and that each of said witnesses was then at least fourteen (14) years of age.

Ruth K. Fleeger
Witness

Robert Earl Meyer
ROBERT EARL MEYER, Testator

Wesley Hall
Witness

SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by the said Testator, ROBERT EARL MEYER, and subscribed and sworn to before me by the said witnesses, RUTH K. FLEEGER and WESLEY HALL, on the 22 day of March 2010.



Hugh W. Lindsay
Notary Public, STATE OF TEXAS

R.E.M.
R.E.M.

February 13, 2014
Regular Agenda Item No. 1
Public Hearing and Consideration of Budget Amendment #1

To: Kelly Templin, City Manager

From: Jeff Kersten, Assistant City Manager

Agenda Caption: Public Hearing, presentation, possible action, and discussion on Budget Amendment #1 amending Ordinance No. 3523 which will amend the budget for the 2013-2014 Fiscal Year in the amount of \$7,121,882; and presentation, possible action and discussion on a contingency transfer in the amount of \$42,555 and a budget transfer in the amount of \$170,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #1, approve the contingency transfer, and approve the budget transfer.

Summary: The proposed budget amendment is to increase the FY14 budget appropriations by \$7,121,882. Also included is one contingency transfer in the amount of \$42,555, and one budget transfer in the amount of \$170,000. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. A number of items have been identified that need to be considered in a budget amendment. Attached is a list of the items in the proposed budget amendment.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover each of the appropriations in this budget amendment. The attached list has the complete description of the items included in the proposed budget amendment.

Reviewed and Approved by Legal: Yes

Attachments:

1. Budget Amendment #1 Detail List,
2. Ordinance

FY14 Budget Amendment #1 Detail Listing

The proposed budget amendment is to increase the budget appropriations for the items listed below by \$7,121,882. Contingency transfers greater than \$15,000 require Council approval and are therefore included as part of this Budget Amendment.

1. Encumbrance Roll - \$3,943,810 (Budget Amendment)

A number of expenditures were not completed in FY13 due to timing issues. These goods and services were budgeted and encumbered in FY13, but were not received until FY14. The encumbrance roll increases the FY14 budget appropriation in each applicable fund for the eligible items. The General Fund purchases for which budget will be rolled total \$349,112 for items such as ammunition, firearms and supplies for the Police Department; various professional services contracts for on-going studies; a construction contract for the accessibility improvements on the Community Development building; and various technology related items. The encumbrance roll also includes \$3,039,802 for contracts in the Electric Fund related to the Northgate Substation construction; \$83,098 for a pump reconditioning contract in the Water Fund; \$17,799 in the Sanitation Fund for the route optimization design; \$428,999 in the Equipment Replacement Fund for vehicles; and \$25,000 in the Fleet Maintenance Fund for the alternative fuel study. Many of these items were one-time SLA items in FY13 and the funds for the items are available in the applicable fund balances.

2. Projects Identified for Use of the First Street Property Sale Proceeds – \$2,455,822 (Budget Amendment), and Facilities Capital Project Fund \$170,000/General Fund \$170,000 (Budget Amendment and Budget Transfer).

On January 13, 2014, the proceeds from the sale of the First Street property were received from Asset Plus. The General Fund proceeds from the sale were approximately \$2.4 million. During the FY14 budget process, a number of items were identified on which these proceeds would be used when the sale was finalized. The budget for these items was not appropriated at that time because the timing of the sale was uncertain. This item will appropriate budget to the General Fund in the amount of \$2,455, 822 for the expenditures related to the items identified to be used with the proceeds of the sale. \$170,000 will also be appropriated in the Facilities Capital Project Fund and transferred to the General Fund and appropriated in the General Fund as well for a portion of the purchase of the Haz Mat vehicle for the Fire Department. These funds are from the remaining balance left from the Fire Station #6 project.

As the source of the funds for these items is not on-going, the purchases related to these items will be made on a one-time basis in FY14. These items include:

Facility Improvement Projects

- City building repairs identified during the facility assessment (\$150,000)
- Funds for Roof Replacement (\$40,000)

Street/Transportation Projects

- Design of Phase I and Phase II of the Francis Drive Rehabilitation (\$279,522)
- Design of the Graham Road Rehabilitation (\$306,000)
- Street Rehabilitation (\$300,000)
- Traffic Signal/Intersection PER (\$50,000)
- Concrete Joint Sealant Replacement (\$150,000)

FY14 Budget Amendment #1 Detail Listing

Equipment Purchases

- Purchase of Bucket Truck to be shared by Parks and Recreation and Public Works (\$130,000)
- Fire Department Hazmat Truck (\$691,300).
 - \$521,300 General Fund
 - \$170,000 Remaining balance from Fire Station #6 Capital Project (Funds available in Facilities Capital Project Fund and will be transferred to and appropriated in the General Fund)

Neighborhood Integrity

- Neighborhood Plan Items (\$149,000)
 - \$26,000 Intersection warrant studies and installation of stop signs
 - \$50,000 Completion of Eastgate neighborhood redevelopment plan.
 - \$73,000 Installation of sidewalks along Normand from Rock Prairie to Brothers Pond Park.

Parks and Recreation

- Various Park Improvements (\$100,000)
 - \$65,500 for playground equipment/resurfacing replacements
 - \$34,500 for various park amenities replacements/improvements

Future Capital Needs Assessment

- Assessment of Transportation and Facility capital needs for the proposed 2015 capital bond authorization (\$280,000)

3. Park Turf and Irrigation Improvements - \$157,250 (Budget Amendment)

The Parks and Recreation Department has identified turf and irrigation improvements needed at the Veterans Park and Athletic Complex. These improvements include turf and irrigation improvements along the berms and entrances into the complex. This item will appropriate budget in the Hotel Tax Fund for these improvements. The funds are available in the Hotel Tax Fund balance.

4. Aggies Go To War Exhibit - \$225,000 (Budget Amendment)

The City of College Station is proposing to participate in the development of an Aggies Go To War exhibit. The exhibit will highlight the American contributions during World War II from Normandy through the Battle of the Bulge and Bastogne using the stories of Aggies. Anticipated participants in the development of this exhibit include the Country of Belgium, Texas A&M University, the City of College Station, the City of Bryan and the Research Valley Partnership. It is expected that the exhibit will be displayed first in Belgium for two years and then permanently in Bryan/College Station. It is anticipated that the exhibit will provide both an economic and tourism benefit to the region. This item will appropriate budget in the Hotel Tax Fund for the City's participation in this effort. The funds are available in the Hotel Tax Fund balance.

5. Sanitation Contingency Transfer for Solid Waste Containers – \$42,555 (Contingency Transfer)

Public Works Sanitation has placed an order in the amount of \$42,555 for 150 of the 300 gallon solid waste containers for commercial Solid Waste users. The condition of some of the existing containers warrants replacement as a significant number of the existing containers have reached the end of their service life. The containers are also needed for the continual growth within our mixed use of residential and student populated locations. This item is for the approval of the use of contingency

FY14 Budget Amendment #1 Detail Listing

funds budgeted in the Sanitation Fund for the purchase of these containers. The funds are available in the Sanitation Fund balance.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 1) AMENDING ORDINANCE NUMBER 3523 WHICH WILL AMEND THE BUDGET FOR THE 2013-2014 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2013-2014 Fiscal Year on September 12, 2013; and

WHEREAS, the City Council of the City of College Station, Texas, desires to amend the approved Budget Ordinance; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, after notice of said hearing having been first duly given; now, therefore,

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

Part 1: That Part 1 of the Budget Ordinance for the 2013-2014 Fiscal Year is amended to read as follows:

"PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2013-2014 for the General Fund are \$64,977,386; for the Hotel Tax Fund are \$3,345,757; for the General Govt. CIP Fund are \$7,182,287; for the Electric Fund are \$102,977,097; for the Water Fund are \$16,287,282; for the Sanitation Fund are \$8,239,485; for the Equipment Replacement Fund are \$6,569,796 and for the Fleet Maintenance Fund are \$1,949,915. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

Part 2: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2014.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A. Robinson

City Attorney