



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, October 8, 2015

7:00 PM

City Hall Council Chambers

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

Presentations:

- * Presentation to the Down Syndrome Association of Brazos Valley proclaiming October 2015 as Down Syndrome Awareness Month.
- * Proclamation celebrating October 8, 2015 as Paint the Town Pink Day

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

Consent Agenda

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- 2a. [15-0564](#) Presentation, possible action, and discussion of minutes for:
· September 21, 2015 Regular Meeting

Sponsors: Mashburn

Attachments: [RM092115 DRAFT Minutes.docx](#)

- 2b. [15-0518](#) Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and the College Station Science Park, LLC regarding approximately 53.80 acres located at 2501 Earl Rudder Freeway

South known as the College Station Science Park.

Sponsors:

Ruiz

Attachments:

[Science Park EDA to CC 10-8-15.docx](#)

- 2c. [15-0355](#) Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities..

Sponsors:

Roper

Attachments:

[Wirestar signed lease.pdf](#)

- 2d. [15-0556](#) Presentation, possible action, and discussion regarding approval of Change Order No. 3 to the construction contract with Angel Brothers, Inc. in the amount of \$78,811.17 for the Rock Prairie Road Rehabilitation project.

Sponsors:

Harmon

Attachments:

[CO#3 signed.pdf](#)

- 2e. [15-0557](#) Presentation, possible action, and discussion regarding approval of a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.

Sponsors:

Caler

Attachments:

[BVR Contract #-16300002-.pdf](#)

- 2f. [15-0559](#) Presentation, possible action, and discussion regarding approval of Change Order No. 1 to the design contract in the amount of \$11,285 for the Southland Drainage Improvements project.

Sponsors:

Harmon

Attachments:

[Project Map.pdf](#)

[CO#1 signed.pdf](#)

- 2g. [15-0565](#) Presentation, possible action, and discussion authorizing the award of Bid No. 15-080 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$40,000) and Monograms and More (\$40,000) and Promotional Designs, Inc. (\$40,000) for a combined annual estimated expenditure of \$120,000.

Sponsors:

Kersten

Attachments:

[Tabulation.pdf](#)

- 2h. [15-0566](#) Presentation, possible action, and discussion on the Arts Council of the Brazos Valley budget, and; presentation, possible action and discussion on the FY 16 General Fund (\$35,000) and hotel tax (\$96,000) funding agreements for the Arts Council of the Brazos

Valley.

Sponsors:

Kersten

Attachments:

[Arts Council FY16 Budget.pdf](#)

- 2i. [15-0567](#) Presentation, possible action, and discussion on the Bryan/College Station Chamber of Commerce budget and presentation, possible action and discussion on a FY 16 hotel tax funding agreement for \$25,000 with the Bryan/College Station Chamber of Commerce.

Sponsors:

Kersten

Attachments:

[Chamber of Commerce FY16 Budget.pdf](#)

- 2j. [15-0568](#) Presentation, possible action, and discussion on a FY16 General Fund funding agreement for \$15,000 with the College Station Noon Lions Club.

Sponsors:

Kersten

- 2k. [15-0569](#) Presentation, possible action, and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY16 in the amount of \$1,727,855.

Sponsors:

Kersten

Attachments:

[CVB Budget FY16 revised.pdf](#)

- 2l. [15-0570](#) Presentation, possible action, and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY16 in the amount of \$350,000 to administer the CVB Grant Program.

Sponsors:

Kersten

- 2m. [15-0571](#) Presentation, possible action, and discussion on a resolution authorizing the expense of \$205,000 the Aggieland Humane Society, Inc., for animal shelter services.

Sponsors:

Kersten

Attachments:

[Animal Shelter Resolution.docx](#)

- 2n. [15-0572](#) Presentation, possible action, and discussion on the FY16 sanitation fund funding agreement for \$56,690 with Keep Brazos Beautiful.

Sponsors:

Kersten

- 2o. [15-0573](#) Presentation, possible action, and discussion on the FY16 general fund funding agreement for \$350,000 with Research Valley

Partnership (RVP).

Sponsors:

Kersten

2p. [15-0574](#)

Presentation, possible action, and discussion on approving the Memorial for all Veterans of the Brazos Valley budget and presentation, discussion and possible action on a FY16 hotel tax funding agreement for \$25,000 with Memorial for All Veterans of the Brazos Valley.

Sponsors:

Kersten

Attachments:

[Veterans Memorial FY16 Budget.pdf](#)

2q. [15-0582](#)

Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$159,598 for acquisition and rehabilitation of two (2) existing dwelling units to be used as affordable rental housing for income-eligible elderly households.

Sponsors:

Eller

Attachments:

[Attachment 1 - Contract.pdf](#)

2r. [15-0585](#)

Presentation, possible action, and discussion on approving a Change Order to the "Cayenta Software Implementation Services Agreement" between the City of College Station and N. Harris Computer Corporation (dba Cayenta). This Change Order will increase the contract by \$76,800 for a new total of \$711,752.

Sponsors:

Roper

Attachments:

[CSTX - CO-002 - Project Extension v0.7.doc](#)

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. [15-0560](#) Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," and Chapter 12, "Unified Development Ordinance," Article 6 "Use Regulations," Section 12-6.3 "Types of Use," and Section 12-6.4 "Specific Use Standards" of the Code of Ordinances of the City of College Station, Texas, regarding mobile food vendors and mobile food courts.

Sponsors:

Hitchcock

Attachments:

[MFV Ordinance 9-25-15.docx](#)

[DRAFT Redline Sec. 4.20 MFV.pdf](#)

[DRAFT Redline Section 6.3 Types of Use.pdf](#)

[DRAFT RedlineSection 6.4 Specific Use Standards.pdf](#)

2. [15-0562](#) Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of certain Greenway areas is allowable and that no other feasible or prudent alternatives exist for Public Utility Easements for the construction of the Spring Creek Transmission Line and that all reasonable planning measures have been taken to minimize harm to such Greenways.

Sponsors:

Michalsky

Attachments:

[CoCS-Greenway-Easement15a_signed.pdf](#)

[Greenway crossing area.pdf](#)

[Lick-Creek-Greenway-Notice-Public-Hearing_08312015.doc](#)

[Legal ad.pdf](#)

3. [15-0575](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for the property being a 4.322 acre tract in the Bald Prairie Subdivision, Lot 3A, in the City of College Station, Brazos County, Texas, and as recorded in Volume 6749, Page 20, of the Official Records of Brazos County, Texas, generally located

between Passendale Lane and Leyla Lane.

Sponsors: Simms

Attachments: [Background](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

4. [15-0587](#) Presentation, possible action, and discussion regarding appointments to the Brazos Central Appraisal District.

Sponsors: Mashburn

Attachments: [BCAD_20150928141610.pdf](#)

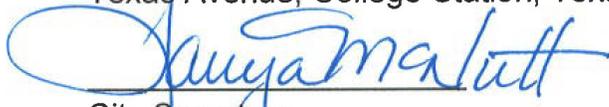
5. Adjourn.

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

APPROVED


City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on October 2, 2015 at 5:00 p.m.


City Secretary

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3541 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.



Legislation Details (With Text)

File #: 15-0564 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 9/21/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
 • September 21, 2015 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [RM092115 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
 • September 21, 2015 Regular Meeting

Relationship to Strategic Goals: (Select all that apply)

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- September 21, 2015 Regular Meeting

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 21, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

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 3:01 p.m. on Monday, September 21, 2015 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.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to approve Councilmember Benham's absence request. The motion carried unanimously.

Presentation to DAR proclaiming September 17023 as Constitution Week.

Mayor Berry presented the proclamation to La Villita members Mary Elizabeth Dresser, Leonora Owre, Faye Hartfield, Tammy Tiner, and Laura Harding.

Presentation to the Brazos Valley Fair and Rodeo proclaiming October 12 - 18, 2015 as Brazos Valley Fair Week.

Mayor Berry presented the proclamation to Tom Quarles, General Manager, Brazos County Expo & Brazos Valley Fair & Rodeo; and Fiona Meyer, Senior Manager, Brazos Valley Fair & Rodeo.

Presentation and recognition to the Big Event of Texas A&M for the Governor's Higher Education Community Impact Award.

Mayor Berry presented the proclamation to Kai Jones, Courtney Cotter, and Wayne Beckermann, all with the Big Event.

Hear Visitors Comments

There were no citizen comments.

CONSENT AGENDA

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

- **September 10, 2015 Workshop**
- **September 10, 2015 Regular Meeting**

2b. Presentation, possible action, and discussion regarding Resolution 09-21-15-2b, entering into an agreement and approving the reimbursement of the City's 10% contribution for right-of-way costs to the Texas Department of Transportation (TXDOT) in the amount of \$1,190,231.66 for the FM 2347 / FM 2154 Interchange Project.

2c. Presentation, possible action, and discussion on Resolution 09-21-15-2c, granting authority to the City Manager or his designees as authorized officials for execution of documents necessary to submit the Texas Traffic Safety Grant Application and Agreement to the Texas Department of Transportation.

2d. Presentation, possible action, and discussion regarding purchase orders to Osburn Associates Inc. for \$42,193.75 and N-Line Traffic Maintenance for \$42,447 for purchasing traffic signs and posts.

2e. Presentation, possible action, and discussion on the notifications for change orders from TxDOT on the Rock Prairie Road Overpass project in the amount of \$12,719.05, \$41,241.90, and \$15,871.22, (total \$69,832.17) and authorizing the City Manager to execute the acknowledgement notification on behalf of the City Council.

2f. Presentation, possible action, and discussion regarding approval of a two year service contract between the City of College Station and Andrews Building Service, Inc. in the amount of \$486,571.84, or \$243,285.92 annually for annual janitorial services for City facilities and the Northgate District. Annual costs for citywide janitorial services are \$183,189.52 and annual Northgate District cleaning and trash service is \$60,096.40.

2g. Presentation, possible action, and discussion regarding Change Order No. 1 to the Royder - Live Oak Sewer Extension Professional Services Contract (14-170) with Jones & Carter, Inc., reducing the total by \$51,150.

2h. Presentation possible action, and discussion regarding the award of contract 15300345 to Brazos Paving Inc. for the purchase and installation of Type D Hot Mix Asphalt Concrete and Emulsion for an amount not to exceed \$2,973,300.

2i. Presentation, possible action, and discussion regarding updating water tap fees to reflect current costs, and Ordinance 2015-3707, amending Chapter 11, "Utilities" of the Code of Ordinances of the City of College Station, Texas, by amending section 2(d)(4)(a)(i) as set out below; providing for an increase in water tap fees; and providing an effective date.

2j. Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2016. FY16 premiums for all lines of coverage total \$454,685.31.

2k. Presentation, possible action and discussion regarding construction contract 15300348 with Vox Construction, LLC, in the amount of \$152,575.69 for pedestrian facility improvements at four different intersections.

2l. Presentation, possible action, and discussion regarding the second of two readings of Ordinance 2015-3698, amending the Residential Recycling Collection Franchise Agreement (Ordinance No. 2010-3268) with Texas Commercial Waste (TCW).

2m. Presentation, possible action and discussion to authorize expenditure of funds for FY 2016 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

2n. Presentation, possible action, and discussion regarding approval of a service contract with Xpedient Mail, in an amount not to exceed \$230,000 for utility bill, late notice and utility bill insert printing and mailing.

2o. Presentation, possible action and discussion on a bid award for the purchase of various electric capacitor banks which will be maintained in electrical inventory and expended as needed. The total recommended award is \$178,388 and will be awarded by line item to the lowest responsible bidder.

2p. Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and the City of Fort Worth to provide oil and gas well inspections and related services.

2q. Presentation, possible action, and discussion regarding the annual EMS supply purchase order with Boundtree Medical L.L.C. for \$80,000.

Items 2f, 2i, 2k, and 2p were pulled for clarification.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Schultz, the City Council voted six (6) 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 2015-3699, amending Chapter 12, “Unified Development Ordinance,” Article 8 “Subdivision Design And Improvements,” Section 8.3 “General Requirements And Minimum Standards of Design For Subdivisions Within The City Limits,” Section W “Single-Family Residential Parking Requirements for Platting,” and Chapter 12, “Unified Development Ordinance,” Article 11 “Definitions” Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, regarding Single-Family Residential Parking Requirements for Platting.

Jennifer Prochazka, Planning and Development, reported that “Single-Family Residential Parking Requirements for Platting” is the section of the Subdivision Regulations that requires new single-family residential developments to mitigate potential neighborhood parking problems and maintain certainty of emergency vehicle access through subdivision design. The proposed amendments are intended to provide additional options and increased flexibility for single-family developments. Proposed changes include:

- Ordinance sections have been re-arranged for ease of use;
- 27-foot wide streets allowing parking on one side
- Changes to visitor parking standards;
- No on-street parking on narrow streets;
- Modified traffic calming section;
- Right-of-way requirements for wider streets; and
- Alley-fed parking standards.

Staff met with the Joint Neighborhood Parking Task Force in June to discuss the proposed changes, and a two week public review period was offered in July to receive feedback on the amendment.

Staff received several comments and/or questions related to the ordinance amendment and made revisions as necessary.

At approximately 3:22 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 3:22 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3699, amending Chapter 12, “Unified Development Ordinance,” Article 8 “Subdivision Design And Improvements,” Section 8.3 “General Requirements And Minimum Standards of Design For Subdivisions Within The City Limits,” Section W “Single-Family Residential Parking Requirements for Platting,” and Chapter 12, “Unified Development Ordinance,” Article 11 “Definitions” Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, regarding Single-Family Residential Parking Requirements for Platting. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3700, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 7.91 acres being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, being all of the 4.71 acre tract described in the deed from Eugene B. Savage, III, to Eugene B. Savage, III, Revocable Trust, to Jupiter & Space Property, LLC, recorded in Volume 9849, Page 220, of the Official Records of Brazos County, Texas, and all of the 3.19 acre tract described in the deed from Larry Ruffino, Trustee, to Jupiter & Space Property, LLC, recorded in Volume 9849, Page 214, of the Official Records of Brazos County, Texas. Generally located at 2970 Barron Road, more generally located southwest of the intersection of William D. Fitch Pkwy and Barron Road.

Councilmember Schultz recused herself from the discussion.

Laura Walker, Planning and Development, reported that the applicant has requested the proposed amendment to rezone the property to Suburban Commercial as a step toward developing office and commercial uses.

The Planning and Zoning Commission considered this item on September 3, 2015 and voted unanimously to recommend approval of the rezoning request. Staff also recommends approval of the rezoning request.

At approximately 3:26 p.m., Mayor Berry opened the Public Hearing.

Paul Murphy, 12633 SH 30, representing the developer, spoke in favor of the project.

There being no further comments, the Public Hearing was closed at 3:28 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted five (5) for and none (0) opposed, with Councilmember Schultz abstaining, to adopt Ordinance 2015-3700, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 7.91 acres being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, being all of the 4.71 acre tract described in the deed from Eugene B. Savage, III, to Eugene B. Savage, III, Revocable Trust, to Jupiter & Space Property, LLC, recorded in Volume 9849, Page 220, of the Official Records of Brazos County, Texas, and all of the 3.19 acre tract described in the deed from Larry Ruffino, Trustee, to Jupiter & Space Property, LLC, recorded in Volume 9849, Page 214, of the Official Records of Brazos County, Texas. Generally located at 2970 Barron Road, more generally located southwest of the intersection of William D. Fitch Pkwy and Barron Road. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3701, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official

Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to PDD Planned Development District in order to revise the commercial component of a mixed-use development for approximately 11 acres being Lot 1A, 2A and 3, Block 1 of Northpoint Crossing Subdivision, College Station, Brazos County, Texas, generally located at the northwest intersection of University Drive and Texas Avenue.

The applicant requested that this item be pulled from the agenda.

4. Public Hearing, presentation, possible action, and discussion on Ordinance 2015-3702, for a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Eskimo Hut, consisting of approximately 2,475 square feet of the Woodstone Shopping Plaza being Park Place, Block 4, Lot 3, generally located at 919 Harvey Road, located on the east side of Woodstone Shopping Center which is generally located on the northwest corner of Harvey Road and Munson Avenue.

Madison Thomas, Planning and Development, stated that this request is for a conditional use permit for a bar in a 2,475 tenant lease space of the Woodstone Shopping Center.

The Planning and Zoning Commission considered this item at their September 3, 2015 meeting and voted unanimously to recommend approval of the conditional use permit. Staff also recommends approval.

Tyler Stevenson, 2320 Pronghorn, applicant, explained how they manage under-age customers and the open container restrictions.

At approximately 3:41 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 3:41 p.m.

MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Mooney, the City Council voted two (2) for and four (4) opposed, with Mayor Berry and Councilmembers Aldrich, Nichols, and Schultz voting against, to adopt Ordinance 2015-3702, for a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Eskimo Hut, consisting of approximately 2,475 square feet of the Woodstone Shopping Plaza being Park Place, Block 4, Lot 3, generally located at 919 Harvey Road, located on the east side of Woodstone Shopping Center which is generally located on the northwest corner of Harvey Road and Munson Avenue, contingent upon removing the drive-through aspect in regard to incompatibility to the surrounding area. The motion failed.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Aldrich, the City Council voted four (4) for and two (2) opposed, with Councilmembers Brick and Mooney voting against, to adopt Ordinance 2015-3702, for a Conditional Use Permit for a Night Club/Bar/Tavern, more specifically the Eskimo Hut, consisting of approximately 2,475 square feet of the Woodstone Shopping Plaza being Park Place, Block 4, Lot 3, generally located at 919 Harvey Road, located on the east side of Woodstone Shopping Center which is generally located on the northwest corner of Harvey Road and Munson Avenue. The motion carried.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3703, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from D Duplex to GC General Commercial for approximately 0.499 acres being Lots 3 & 10, Block B and a portion of the Alley of the College Heights Subdivision, generally located at 408 Nimitz Street and 409 Eisenhower Street, more generally located north of University Drive East and south of Cooner Street.

Councilmember Schultz recused herself from discussion on this item.

Mark Bombek, Planning and Development, reported that the applicant has requested the proposed amendment to rezone the 0.499 acre property from Duplex to General Commercial as a step toward the expansion of an existing retail sales use fronting University Drive.

The Planning and Zoning Commission considered this item on September 3, 2015 and voted unanimously to approve the rezoning request. Staff also recommends approval of the rezoning request.

At approximately 3:58 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 3:58 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted five (5) for and none (0) opposed, with Councilmember Schultz abstaining, to adopt Ordinance 2015-3703, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from D Duplex to GC General Commercial for approximately 0.499 acres being Lots 3 & 10, Block B and a portion of the Alley of the College Heights Subdivision, generally located at 408 Nimitz Street and 409 Eisenhower Street, more generally located north of University Drive East and south of Cooner Street. The motion carried.

6. Public Hearing, presentation, possible action, and discussion on Ordinance 2015-3704, Budget Amendment #2, amending Ordinance No. 3605 which will amend the budget for the 2014-2015 Fiscal Year in the amount of \$2,637,463; and presentation, possible action and discussion on an inter-fund budget transfer in the amount of \$942,950 and an intra-fund budget transfer of \$2,329,559.

Jeff Kersten, Assistant City Manager, reported that the proposed budget amendment will increase the FY15 budget appropriations by \$2,637,463. Also included is an inter-fund budget transfer in the amount of \$942,950 and an intra-fund budget transfer of \$2,329,559.

Staff recommends the City Council approve Budget Amendment #2, the inter-fund budget transfer, and the intra-fund budget transfer.

At approximately 4:05 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 4:05 p.m.

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3704, Budget Amendment #2, amending Ordinance No. 3605 which will amend the budget for the 2014-2015 Fiscal Year in the amount of \$2,637,463; and approve an inter-fund budget transfer in the amount of \$942,950 and an intra-fund budget transfer of \$2,329,559. The motion carried unanimously.

7. Presentation, possible action, and discussion on Ordinance 2015-3705, adopting the City of College Station 2015-2016 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Jeff Kersten, Assistant City Manager, briefed the Council on budget changes derived from Council direction from the budget workshops. There is a net increase of \$5,459,652 based on changes to the pay plan, information technology, the electric fund, the outside agency budget, and the capital project budget. The proposed budget with revisions is \$309,576,087.

MOTION: Upon a motion made by Councilmember Schultz and a second by Mayor Berry, the City Council voted one (1) for and five (5) opposed, with Mayor Berry and Councilmembers Brick, Aldrich, Mooney, and Nichols voting against, to approve Ordinance 2015-3705, adopting the City of College Station 2015-2016 Budget, excluding the CVB budget request for a separate vote. The motion failed.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted five (5) for and one (1) opposed, with Councilmember Schultz voting against, to approve Ordinance 2015-3705, adopting the City of College Station 2015-2016 Budget, with the revisions presented tonight. The motion carried.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to approve ratifying the property tax revenue increase reflected in the budget. The motion carried unanimously.

8. Presentation, possible action, and discussion on approval of Ordinance 2015-3706, adopting the City of College Station 2015-2016 ad valorem tax rate of \$0.452500 per \$100 assessed valuation, the debt service portion being \$0.193052 per \$100 assessed valuation and the operations and maintenance portion being \$0.259448 per \$100 assessed valuation.

Jeff Kersten, Assistant City Manager, stated that Council has held two public hearings on a tax rate of \$0.452500. This is the same tax rate as the current tax rate. The tax rate must be adopted as two separate components - one for Operations and Maintenance and one for Debt Service.

MOTION: Upon a motion made by Councilmember Mooney and a second by Mayor Berry, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3706, that the property tax rate be increased by the adoption of a tax rate of 45.25 cents per \$100 assessed valuation, which is effectively a 4.06 percent increase in the tax rate. It was also moved that the Maintenance and Operations rate be 25.9448 cents per \$100 assessed valuation; and the Debt Service rate be 19.3052 cents per \$100 assessed valuation. The motion carried unanimously.

9. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 4:44 p.m. on Monday, September 21, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #:	15-0518	Version:	1	Name:	College Station Science Park
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	8/28/2015	In control:		In control:	City Council Regular
On agenda:	10/8/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and the College Station Science Park, LLC regarding approximately 53.80 acres located at 2501 Earl Rudder Freeway South known as the College Station Science Park.				
Sponsors:	Natalie Ruiz				
Indexes:					
Code sections:					
Attachments:	Science Park EDA to CC 10-8-15.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and the College Station Science Park, LLC regarding approximately 53.80 acres located at 2501 Earl Rudder Freeway South known as the College Station Science Park.

Relationship to Strategic Goals:

- Financially Sustainable City
- Diverse Growing Economy

Recommendation: Staff recommends approval of the Economic Development Agreement.

Summary: The purpose of the Economic Development Agreement is to provide incentives to encourage reinvestment and provide shovel-ready sites for research and high tech manufacturing opportunities in College Station. The overall strategy is to position existing underutilized and underperforming properties to take advantage of new development opportunities. Recent commercialization efforts at Texas A&M University will create additional demand for shovel-ready sites within the community. Encouraging reinvestment in the subject property can provide much needed opportunities for job creation in the research and high tech manufacturing industries.

The ten year agreement is performance based and requires the property owner to improve the overall tax value in order to qualify for a rebate of city taxes paid for the previous year. For example, if the property owner constructs a new building valued by the Appraisal District for \$5M, the property owner could be eligible for a rebate of city taxes paid which would be approximately \$22,625 per year. If the property owner does not improve the tax value, they are not eligible for a rebate. Additional incentives in the agreement include fast track permitting and project facilitation including discounted permitting fees.

The City Council is delegating authority to the City Manager to negotiate any further agreements with the developer and any tenant or end-user that are referenced in this Agreement or that may be necessary in connection with the EDA.

Budget & Financial Summary: The agreement is performance based and allows the owner to apply for a rebate of property taxes if all criteria is met.

Attachments:

Economic Development Agreement

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF COLLEGE STATION AND CS SCIENCE PARK, L.L.C.**

This Grant Agreement (this “Agreement”) is entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home-rule municipal corporation organized under the laws of Texas (hereinafter referred to as “CITY”), and CS SCIENCE PARK, L.L.C., a Texas Limited Liability Company (hereinafter referred to as “DEVELOPER”).

PREAMBLE

WHEREAS, CITY is authorized and empowered under applicable Texas laws pertaining to economic development to aid in the development of commercial enterprises and redevelopment projects within the geographic boundaries of CITY and its extraterritorial jurisdiction by offering economic and other incentives to prospective new, developing, and expanding businesses pursuant to TEXAS LOCAL GOVERNMENT CODE, Chapter 380; and

WHEREAS, CITY actively seeks economic development prospects in College Station through participation in and establishment of an economic development program; and

WHEREAS, CITY desires to stimulate business, increase the City’s tax base and create new jobs for its citizens; and

WHEREAS, DEVELOPER owns the existing facility known as the “Science Park” located on approximately 53.80 acres along the State Highway 6 Corridor, 2501 Earl Rudder Freeway South, in College Station, Texas; and

WHEREAS, DEVELOPER owns the existing facility known as the “Science Park” that is an existing light industrial property that is under performing, not utilized to its fullest potential and could provide much needed research and development space within the city limits; and

WHEREAS, CITY considers the “Science Park” as a high priority location for new industrial and advanced manufacturing opportunities including the commercialization efforts of Texas A&M University to keep technology, research and development efforts local; and

WHEREAS, CITY considers DEVELOPER to be a qualified economic development prospect that will, itself or by attracting desired end-users and tenants, add capital investment, and create new jobs in the community; and

WHEREAS, DEVELOPER intends to construct or attract tenants and end-users to construct improvements and renovations on the Property primarily for office, research, industrial, and manufacturing uses including, without limitation, limited commercial and retail land uses along the Earl Rudder Freeway frontage; and

WHEREAS, in consideration of the construction of the improvements and renovations and in accordance with the performance measures set forth herein, CITY agrees to grant to DEVELOPER Cash Incentives as set out herein; and

WHEREAS, to ensure that the benefits CITY provides under this Agreement are utilized in a manner consistent with TEXAS LOCAL GOVERNMENT CODE, Chapter 380 and other law, DEVELOPER agrees to comply with certain conditions for receiving those benefits, including conditions relating to property development; and

WHEREAS, as of January 1, 2015, the assessed values of the real property and tangible personal property were \$8,763,870 and \$97,470, respectively; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, CITY and DEVELOPER (each a "Party," collectively, the "Parties") represent and agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Developer, during the term of such control. A person or entity will be deemed to be "controlled" by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise, (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

"Base Year Taxable Value" shall mean the Taxable Value for the Property as of January 1, 2016.

"Cash Incentive(s)" shall mean that amount paid each year by CITY to DEVELOPER as a grant under TEXAS LOCAL GOVERNMENT CODE, Chapter 380. Such amount shall be calculated based upon the Incremental Taxable Value for each year of the Agreement, unless otherwise provided herein.

"Developer" shall mean CS SCIENCE PARK, L.L.C.

"End-User" shall mean any person or entity to whom all or a portion of the Property is sold or transferred in accordance with Section 4.4 below.

"Effective Date" shall mean the date upon which this Agreement is fully executed by all Parties, unless the context indicates otherwise.

"First Year of Cash Incentive(s)" shall mean the 2017 calendar year.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Improvements” shall mean the construction of new or the rehabilitation of existing facilities on the Real Property and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed with CITY, from time to time, in order to obtain a building permit(s). Improvements may include future retail and general commercial uses as determined by the City Council through the rezoning process.

“Incremental Taxable Value” means the Taxable Value for the Property less the Base Year Taxable Value as of January 1st of a given year.

“Payment Request” means a written request from DEVELOPER to the CITY for payment of the Cash Incentive accompanied by evidence of the payment of the ad valorem taxes assessed against the Property whether paid by the full or by the split payment option.

“Property” means the Real Property and Tangible Personal Property.

“Real Property” means the real property depicted and described in **Exhibit “A”**, including all Improvements constructed thereon.

“Tangible Personal Property” shall mean all tangible personal property, equipment and fixtures, excluding inventory and supplies, owned or leased by DEVELOPER, End-Users or by tenants in the Real Property that is added to the Improvements subsequent to the execution of this Agreement.

“Target Uses” shall mean office, research, industrial and manufacturing uses, as well as limited commercial and retail land uses along the Earl Rudder Freeway frontage;

“Taxable Value” means the appraised value as certified by the Brazos Central Appraisal District as of January 1st of a given year.

Article II General Provisions

2.1 The Preamble is hereby found to be true and is hereby approved and copied into the body of this Agreement as if copied in its entirety.

2.2 DEVELOPER owns the Real Property, which Real Property is located within the city limits of the City of College Station. DEVELOPER intends to construct or rehabilitate and operate and/or attract tenants and End-Users to construct or rehabilitate and operate the Improvements on the Real Property.

2.3 DEVELOPER shall, before August 25th of each calendar year that the Agreement is in effect, certify in writing to CITY that it is in compliance with each term of the Agreement.

2.4 The Real Property and the Improvements constructed thereon at all times owned by DEVELOPER shall be used in the manner (i) that is consistent with CITY's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period Cash Incentives are provided hereunder, is consistent with the general purposes of encouraging development or redevelopment. CITY will promptly notify DEVELOPER if CITY believes DEVELOPER is not complying with this Section 2.4.

2.5 The term of this Agreement shall extend from the Effective Date until the end of, calendar year 2026, plus the period following December 31, 2026, required for the CITY to receive the taxes based on the Incremental Taxable Value (if any) for 2026 and to pay any Cash Incentive due to DEVELOPER for 2026.

2.6 The City Manager of the CITY will negotiate any further agreements with DEVELOPER and any tenant or End-User that are referenced in this Agreement or that may be necessary or desirable in connection with this Agreement.

Article III Cash Incentives Authorized

3.1 Subject to the terms and conditions of this Agreement, the CITY agrees to annually reimburse the DEVELOPER an amount equal to the Incremental Taxable Value for such year, provided that the total amount of Cash Incentives paid under this Agreement will not exceed \$1,000,000. In no event will the Cash Incentive paid in connection with a tax year exceed the amount of ad valorem taxes actually paid on the Property for such tax year. The CITY's obligation under this Section is subject to annual appropriation by the College Station City Council.

3.2 The total amount of Cash Incentives paid under this Agreement will in no event exceed \$1,000,000, at which time CITY's obligation to grant Cash Incentives to DEVELOPER ends.

3.3 CITY will remit the first Cash Incentive to DEVELOPER no later than sixty (60) days after a Payment Request from the DEVELOPER. Beginning with the First Year of Cash Incentives, DEVELOPER may submit a Payment Request after the full or split option payment of the ad valorem taxes.

3.4 During the term of this Agreement, DEVELOPER shall be subject to all taxation, including but not limited to, sales tax and ad valorem taxation; provided, this Agreement does not prohibit DEVELOPER from claiming any exemptions from tax provided by applicable law.

Article IV Performance Requirements

4.1 DEVELOPER and/or its tenants and End-Users will make Improvements to the Real Property and DEVELOPER and/or its tenants and End-Users will place Tangible Personal

Property on the Real Property valued at no less than a total of \$1,500,000.00 over the term of the Agreement (“DEVELOPER Investment”).

4.2 DEVELOPER agrees to aggressively pursue new commercial and industrial tenants and End-Users to add value to the Property and create new jobs.

4.3 DEVELOPER agrees to aggressively pursue opportunities with Texas A&M University and the Texas Engineering Extension Service to enhance commercialization efforts concentrated on research, development and advanced manufacturing efforts locally.

4.4 DEVELOPER agrees to continuously own the Real Property for the term of this Agreement; provided, (i) DEVELOPER without CITY consent may engage in a sale-leaseback or similar transfer of ownership of the Real Property as long as DEVELOPER continues to operate the Real Property, (ii) DEVELOPER without CITY consent may transfer ownership of the Real Property to an Affiliate, (iii) DEVELOPER may transfer ownership of the Real Property to a person that CITY approves as an assignee of this Agreement pursuant to Section 9.8 of this Agreement, (iv) DEVELOPER may sell up to fifteen percent (15%) of the Property located adjacent to Highway 6 (“Outparcels”) without CITY consent, and (v) with the consent of the CITY Manager, which consent shall not be unreasonably withheld, conditioned or delayed, DEVELOPER may sell all of the Property or portions of the Property to a proposed buyer that is not a tax exempt entity and such proposed buyer will use or develop the Property or portions thereof for one or more of the Target Uses. For purposes of this Agreement, the value of the Improvements made and Tangible Personal Property placed on the Outparcels and on the portions of the Property sold pursuant to Section 4.4(v) above during the term of this Agreement shall be counted toward the DEVELOPER Investment and included in the calculation of Incremental Taxable Value.

4.5 If the DEVELOPER sells or otherwise conveys the Real Property or any portion of the Real Property to a tax exempt entity prior to the Recoupment Date (as defined below), (a) this Agreement shall terminate as of the conveyance date, (b) the CITY shall have no further obligation to pay any Cash Incentive to DEVELOPER as of the conveyance date, and (c) DEVELOPER shall promptly repay to CITY any Unrecouped Cash Incentives (as defined below) as of the conveyance date. For purposes of this Agreement:

x. “Recoupment Date” means the date upon which the ad valorem taxes collected by the CITY on Incremental Taxable Value for which CITY has not had to pay a Cash Incentive exceed the aggregate of all of the Cash Incentives paid by CITY to DEVELOPER under this Agreement.

y. “Unrecouped Cash Incentives” means an amount equal to the total Cash Incentives paid by CITY under this Agreement, less ad valorem taxes received by the CITY on Incremental Taxable Value for which CITY has not had to pay a Cash Incentive to DEVELOPER under this Agreement

The determination of “Recoupment Date” and “Unrecouped Cash Incentives” are demonstrated by the following examples:

1. Example 1. DEVELOPER conveys Real Property to tax exempt entity on July 1, 2020. Assuming that between the Effective Date and the date of conveyance, taxes of \$27,000.00 on Incremental Taxable Value have been paid to CITY and CITY has paid to Developer Cash Incentives of \$27,000.00, the Recoupment Date will not have occurred and the Unrecouped Cash Incentives would be \$27,000.00.
2. Example 2. DEVELOPER conveys Real Property to tax exempt entity on July 1, 2028. Assuming that between the Effective Date and the date of conveyance, taxes of \$500,000.00 on Incremental Taxable Value have been paid to CITY and CITY has paid to Developer Cash Incentives of \$300,000.00, the Recoupment Date will not have occurred and the Unrecouped Cash Incentives would be \$100,000.00.
3. Example 3. DEVELOPER conveys Real Property to tax exempt entity on July 1, 2031. Assuming that between the Effective Date and the date of conveyance, taxes of \$600,000.00 on Incremental Taxable Value have been paid to CITY and CITY has paid to Developer Cash Incentives of \$300,000.00, the Recoupment Date will have occurred and the Unrecouped Cash Incentives would be \$00.00.

This Section 4.5 shall survive termination or expiration of this Agreement.

Article V Improvements

5.1 DEVELOPER owns the Real Property.

5.2 As a condition precedent to the DEVELOPER’s entitlement to Cash Incentives pursuant to this Agreement, DEVELOPER agrees as good and valuable consideration for this Agreement, that all construction of the Improvements by DEVELOPER will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

5.3 Construction plans for the Improvements constructed on the Real Property will be filed with CITY, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

5.4 DEVELOPER agrees to maintain the Improvements owned by it during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

5.5 CITY agrees to facilitate the redevelopment of the Real Property as a high priority economic development project that qualifies for fast tracking through the required development process; such fast tracking will be available to DEVELOPER (and to DEVELOPER’S tenants and End-Users who enter into an agreement with CITY, the form of which will be negotiated in good faith among the CITY’s City Manager, DEVELOPER and the tenant/End-User).

5.6 CITY agrees to reduce all site development and building permit fees up to a total amount of \$100,000, by fifty percent (50%). such reduced fees will be available to DEVELOPER (and to DEVELOPER'S tenants and End-users who enter into agreement with CITY, the form of which will be negotiated in good faith among the CITY's City Manager, DEVELOPER and the tenant/End-User).

5.7 CITY, its agents and employees shall have the right of access to the Real Property during construction by DEVELOPER to inspect the Improvements at reasonable times and with reasonable notice to DEVELOPER, and in accordance with visitor access and security policies of DEVELOPER and DEVELOPER'S tenants, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

5.8 If DEVELOPER sells any portion of the Real Property during the term of this Agreement, DEVELOPER will enter an agreement with End-User that requires End-User to comply with the obligations of DEVELOPER under this Article V.

Article VI Limitations on Reimbursement

6.1 DEVELOPER will not be entitled to that portion of the Cash Incentive attributed to a "commercial" (as defined under the CITY's Unified Development Ordinance) business that relocates to the Real Property from within the College Station City limits. For the purposes of this Agreement, relocation means the closure of one location in the City and the opening of another on the Real Property; provided, however, if the relocation includes an expansion of the operation, DEVELOPER will be entitled to that portion of the Cash Incentive attributable to the expansion. The term "relocation" does not include the opening of a new location without a corresponding closure. The CITY will not recapture Cash Incentives already paid to DEVELOPER prior to such relocation. The City Manager is authorized to grant an exception to this provision, upon his determination that there is sufficient new tax revenue attributable to the relocation to justify the Cash Incentive.

6.2 The Incremental Taxable Value is based only on "non-residential" (as defined under the CITY's Unified Development Ordinance) Improvements.

6.3 DEVELOPER is obligated to make timely payment of ad valorem taxes during the term of this Agreement.

Article VII

To the extent permitted by law, DEVELOPER agrees that it will purchase retail electric service from CITY for a minimum time equal to the term of this Agreement on the condition that such electric rates charged by CITY to DEVELOPER shall be comparable to electric rates charged to any other customer of the CITY within the same rate classification.

Article VI

Default

8.1 Except as provided in 4.4. above, if DEVELOPER defaults in any term or condition of this Agreement, then CITY shall not be obligated to approve disbursement of the Cash Incentives for that year in which the default occurred.

8.2 Except as provided in 4.4 above, CITY shall give to DEVELOPER written notice of any default. To the extent a default may be cured, DEVELOPER shall have the right, but not the obligation, to cure the default within thirty (30) days of receiving written notice from CITY. If the default cannot reasonably be cured within a thirty (30) day period, and DEVELOPER has diligently pursued such remedies as shall be reasonably necessary to cure such default, then CITY shall extend for a reasonable additional length of time the period in which the default must be cured. If DEVELOPER fails to cure the default within the time provided as specified above or, as such time period may be extended, then CITY at its sole option shall have the right to terminate this Agreement with respect to DEVELOPER, by written notice to DEVELOPER.

8.3 In the event a party defaults, then the other party shall have available to it all remedies at law and equity, provided, however, that no party shall be liable to any other party for incidental or consequential damages.

Article IX Miscellaneous

9.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for CITY, to:

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

With a copy to:

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

If intended for DEVELOPER, to:

Attn: John W. Clanton, Chief Executive Officer
CS SCIENCE PARK, L.L.C.
2501 Earl Rudder Freeway South
College Station, Texas 77845

9.2 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

9.6 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

9.7 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.8 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by DEVELOPER without the prior written consent of the City Manager which consent shall not be unreasonably withheld, conditioned or delayed.

9.9 Right of Offset. CITY may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to CITY from DEVELOPER, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due CITY has been reduced to judgment by a court; provided, however (i) CITY shall provide DEVELOPER notice within thirty (30) days of determining that any debt is believed lawfully due to CITY from DEVELOPER; (ii) DEVELOPER shall have an opportunity to resolve or pay such debt to CITY within thirty (30) days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) DEVELOPER retains all rights to timely and properly contest whether or in what amount any debt is owed to CITY, and CITY may not offset any asserted amount of debt owed by DEVELOPER against amounts due and owing under this Agreement during any period during which DEVELOPER is timely and properly contesting whether such amount of debt is due and owing.

9.10 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of CITY and DEVELOPER.

9.11 Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

9.12 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 corporations.

9.13 No Debt. Under no circumstances shall the obligations of CITY hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided; however, CITY agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay amounts under this Agreement for the then ensuing fiscal year.

9.14 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.16 Confidentiality. CITY shall notify DEVELOPER within two (2) business days after receiving any Public Information Act request that seeks disclosure of information provided by or concerning DEVELOPER, and the Parties will reasonably cooperate to determine within four (4) business days after CITY's receipt of a Public Information Act Request whether or to what extent they agree that the requested information may be released without objection and without seeking a written opinion of the Texas Attorney General. If agreed by the Parties, CITY shall take the position that specified information responsive to a Public Information Act request relating to DEVELOPER is information not subject to release to the public pursuant to Section 552.110 of the TEXAS GOVERNMENT CODE, or other applicable law. If DEVELOPER requests that CITY take the position that specified information responsive to a Public Information Act request relating to DEVELOPER is information not subject to release to the public pursuant to Section 552.110 of the TEXAS GOVERNMENT CODE, or other applicable law, but CITY does not agree, CITY nonetheless shall take such position if DEVELOPER within eight (8) business days after CITY's receipt of a Public Information Act request delivers to the CITY an opinion of counsel reasonably acceptable to CITY concluding that CITY has a good faith basis to take such position. If pursuant to this Section 9.16 CITY takes the position that specified information responsive to a Public Information Act request relating to DEVELOPER is information not subject to release, CITY shall seek a written opinion from the Texas Attorney General raising any applicable exception to release of such information prior to any release to a third party under the Texas Public Information Act. If CITY seeks a written opinion from the Texas Attorney General pursuant to Section 552.305 of the

Texas Government Code, CITY may require DEVELOPER to draft and submit to the Texas Attorney General the substantive comments or arguments in support of such opinion request. CITY shall provide DEVELOPER timely notice and an opportunity to review and comment on any opinion request submitted by CITY.

9.17 Employment of Undocumented Workers. During the term of this Agreement, DEVELOPER agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), DEVELOPER shall repay to CITY all Cash Incentives received under this Agreement as of the date of such violation within 120 days after the date DEVELOPER is notified by CITY of such violation, plus interest at the rate of 5% simple interest from the date of DEVELOPER's receipt of the Cash Incentives until repaid.

9.18 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

CS SCIENCE PARK, L.L.C.,

CITY OF COLLEGE STATION, TEXAS

BY: _____
John W. Clanton, Chief Executive Officer

BY: _____
Nancy Berry, Mayor

Date: _____

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

Assistant City Manager/CFO
Date: _____

City Attorney
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared John W. Clanton, Chief Executive Officer of CS SCIENCE PARK, L.L.C., a Texas Limited Liability Company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ of _____, 2015.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared NANCY BERRY, Mayor of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ of _____, 2015.

Notary Public in and for the State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The Science Park is located on approximately 53.80 acres along the State Highway 6 Corridor,
2501 Earl Rudder Freeway South in College Station, Texas.



Legislation Details (With Text)

File #: 15-0355 **Version:** 1 **Name:** Fiber Lease
Type: Agreement **Status:** Consent Agenda
File created: 6/25/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities..
Sponsors: Ben Roper
Indexes:
Code sections:
Attachments: [Wirestar signed lease.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a lease agreement with Wirestar Inc. for lease of City Fiber Optic Cable Facilities..

Relationship to Strategic Goals: (Select all that apply)

- Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary:

The work of the Research Valley Technology Council (RVTC) to encourage the development of next generation bandwidth services in the B/CS metropolitan area included exploring the option for commercial entities to lease spare city fiber or conduit. Continued work in this area indicates that there is commercial demand for city spare (or dark) fiber or city conduit to encourage the development of expanded broadband services. On March 26, 2015 Council approved an Ordinance permitting the lease of City Fiber Optic Cable Facilities. This item is the first lease authorized by the new Ordinance.

Budget & Financial Summary:

This lease will have a financial impact on the city. Modest revenue will be obtained from fiber or conduit leases.

Attachments:

Lease Agreement

DARK FIBER LEASE AGREEMENT

Between

College Station, Texas (“PROVIDER”)

and

WireStar, Inc.. (“USER”)

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EXHIBITS

- Exhibit A System Description
 - A-1 Map of Route Segments
 - A-2 Route Segment Listing
- Exhibit B Fiber Splicing, Testing, and Acceptance Standards and Procedures
- Exhibit C Fiber Specifications
- Exhibit D Cable Installation Specifications
- Exhibit E Operations Specifications
- Exhibit F Interconnections
- Exhibit G Insurance Certificates

DARK FIBER LEASE AGREEMENT

This Dark Fiber Lease Agreement (this “Agreement”) is made, as of the Effective Date (as hereafter defined), by and between the City of **College Station, Texas** (“PROVIDER”), and WireStar, Inc., a Texas corporation (“USER”).

W I T N E S S E T H:

WHEREAS, PROVIDER has constructed a fiber optic communication system along the route segments depicted and described in Exhibit A attached hereto; and

WHEREAS, USER desires to lease, and PROVIDER desires to provide to USER, an exclusive license to use certain optical dark fibers in such fiber optic communications system as hereafter described for the consideration and upon the terms and conditions set forth below; and

WHEREAS, PROVIDER is authorized to lease its dark fiber pursuant to TEXAS UTILITIES CODE, Section 54.2025;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS**

Where capitalized, the following words and phrases in this Agreement shall be defined as follows:

“Acceptance” shall have the definition set forth in Exhibit B.

“Affiliate” means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. “Control” and its derivatives mean legal, beneficial or equitable ownership, directly or indirectly, fifty percent (50%) or more of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity or management or operational control over such entity.

“Confidential Information” shall have the definition set forth in Section 18.1.

“Connecting Point” means a point where the network or facilities of USER will connect to the System as further defined in Exhibit F and subject to the terms of said Exhibit F and Section 5.1 below.

“Costs” means costs incurred and computed in accordance with the established accounting procedures used by PROVIDER to bill third parties for reimbursable projects and generally accepted accounting principles. Such costs include the following:

- (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs (the overhead allocation shall not exceed twenty five percent (25%) of the labor costs computed without such overhead); and
- (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, Required Rights, sales, use or similar taxes, etc.) plus ten percent (10%) of such costs and expenses.

“Dark Fibers” refers to those Fibers determined by PROVIDER to be excess capacity in its Fiber Optic Cable Facilities, provided without electronics or optronics, and which are not “lit” or activated.

“Effective Date” means the date on which this Agreement has been fully executed by both parties.

“Fiber Acceptance Testing” shall have the definition set forth in Exhibit B.

“Fiber Optic Cable Facilities” means the fiber optic cable and fibers contained therein, including the USER Fibers, and associated splicing connections, splice boxes and vaults, and conduit.

“Fibers” means any optical fibers contained in the System including the USER Fibers, the fibers of PROVIDER and the fibers of any third party in the System.

“Fiber Strand Mile” means one Route Mile of each individual strand of fiber optic cable. Used to calculate the License Payment amount. (Ex: A lease of two fiber strands over 10 miles equals 20 Fiber Strand Miles). Fiber Strand Miles are rounded to the nearest 0.1 mile for lease rate calculations.

“Force Majeure Event” shall have the definition set forth in Section 19.1.

“Interconnect Facilities” shall have the definition set forth in Exhibit F.

“License Payment” shall have the definition set forth in Section 3.1.

“Non-Routine Maintenance” shall have the definition set forth in Section 8.1 below.

“POP” means Point of Presence, and is the point at which two or more different networks or communication devices build a connection with each other. POP generally refers to an access point, location or facility that connects to and helps other devices establish a connection with the Internet.

“Pro Rata Share” means a proportion equal to a fraction, the numerator of which is the number of USER Fibers and the denominator of which is all Fibers in the affected portion of the System. If this fraction varies over a particular Segment, then the Pro Rata Share shall be equal

to the weighted average (weighted by length) of the relevant portions. For example, if the fraction for one hundred feet (100') of the affected Segment is 0.1 and the fraction for the remaining fifty feet (50') of the affected Segment is 0.07, the weighted average for the entire Segment would be 0.09.

“Route” means the route, including spurs, upon which the System is constructed and installed consisting of the Route Segments.

“Route Miles” means the actual miles traversed by the Fiber Optic Cable Facilities along the Route (measured in statute miles); provided that Route Miles in urban networks of one hundred (100) miles or less may be approximated and do not necessarily reflect the actual Route Miles of the System

“Route Segments” means the individual identified portions of the Route between each of the endpoints listed and described in Exhibit A-2 in which the USER Fibers will be located or in the fiber optic network as described in Exhibit A-2.

“Routine Maintenance” shall have the definition set forth in Section 8.1.

“Scheduled Delivery Date” means the date defined in Section 4.5 below.

“Segment” means a discrete portion of the System and may refer to a Span, a portion between two POPs or a POP and a System end point, or a portion of the System affected by a relocation or other circumstance.

“Span” means, a portion of the System between one designated point on the System and a System end point along the Route from such site.

“System” means PROVIDER’s fiber optic communications system constructed along the Route which will contain the USER Fibers including, but not limited to, the Fiber Optic Cable Facilities, Fibers, conduits, handholes, manholes and all other appurtenances and components of said communications system.

“Term” shall have the definition set forth in Section 7.1.

“USER” means the entity named on the face page of this Agreement.

“USER Equipment” shall mean optronics, electronics, optical or electrical equipment, or materials, facilities, or other equipment utilized by USER in connection with its use of the USER Fibers.

“USER Fibers” means those certain strands of optical Dark Fibers that USER has licensed, of the type and quantity specified in Exhibit A-1 and A-2, for each Route Segment and meeting the specifications in Exhibit C within the Fiber Optic Cable Facilities installed or to be installed in the Route Segments of the System as identified by PROVIDER prior to

commencement of Fiber Acceptance Testing under Exhibit B and in which USER shall be licensed under Article II.

“USER License” shall have the definition set forth in Article II.

“Voluntary Relocations” shall have the definition set forth in Section 8.2.

ARTICLE II **LICENSE**

2.1 On the Effective Date of this Agreement, and upon PROVIDER’s receipt of USER’s payment of the License Payment for each Route Segment, PROVIDER hereby grants to USER an exclusive license to use the USER Fibers for the purposes described and subject to the terms and conditions set forth in this Agreement (the “USER License”). Such license does not convey, grant or vest to USER any interest or legal title to any real or personal property, including, without limitation, land, including but not limited to any fee, leasehold, easement or franchise, Fibers, Fiber Optic Cable Facilities or the System. The USER License does not include any USER Equipment, including but not limited to any equipment used to transmit capacity over or “light” the USER Fibers.

2.2 Purposes of Use of the System. USER shall use the System only for the purpose of the transmission of data. PROVIDER specifically reserves the right to allow the System, with the exception of the USER Fibers, to be used by other parties and to make additions, deletions or modifications to the System subject to the rights of USER herein. In the event USER uses the System to provide in whole or in part services subject to Chapter 66, TEXAS UTILITIES CODE, or Chapter 283, TEXAS LOCAL GOVERNMENT CODE (as such statutes may be amended in the future), USER shall apply for the required certifications from the Texas Public Utility Commission and shall pay PROVIDER the fees provided in such statutory provisions.

ARTICLE III **CONSIDERATION**

3.1 Consideration for USER License. In addition to any other consideration provided for in this Agreement, USER agrees to pay to PROVIDER for the USER License to use the USER Fibers, a non-recurring payment as set forth on Exhibit A (the “License Payment”).

3.2 Charges for Routine Maintenance. USER shall pay PROVIDER a maintenance fee per Route Mile per month throughout the Term beginning on the Effective Date for each Route Segment for Routine Maintenance in the amounts set forth on Exhibit A-2. During the Term, PROVIDER shall send monthly invoices by electronic transmission or U.S. Mail to USER for such amounts for each calendar month following the Effective Date (with the first invoice including amounts accrued during the month in which the Effective Date occurs as well as the payment for the first full following month.). USER shall pay all such invoices within thirty (30) days after receipt. Payments shall be prorated, as necessary, for partial months in which the Effective Date occurs or the Term expires. Routine Maintenance charges may be recalculated

annually prior to the anniversary of the Effective Date. USER will be notified of the adjustment, if any, prior to the first invoice following the annual anniversary date.

3.3 **Charges for Non-Routine Maintenance and Relocations.** USER shall pay its Pro Rata Share of PROVIDER's Costs of performing Non-Routine Maintenance and relocations (except Voluntary Relocations), if the gross Cost of such work relating to any single event or multiple, closely related events is greater than \$5,000.00. Notwithstanding the foregoing: (a) PROVIDER shall repair or contract for repair any damage PROVIDER reasonably determines to be caused by the negligence or willful misconduct of USER, its employees, agents or contractors, with all Costs of such repairs, including administrative charges to cover PROVIDER's time to schedule and oversee work, to be reimbursed by USER within twenty (20) days after its receipt of PROVIDER's invoice therefor, together with reasonable supporting documentation, (b) PROVIDER shall repair, at its sole expense, any damage PROVIDER reasonably determines to be caused by the negligence or willful misconduct of PROVIDER, its employees, contractors or agents but shall not be entitled to charge USER for any portion of the Costs of such repairs under this Section; and (c) PROVIDER shall not be entitled to reimbursement from USER for relocations caused by a breach by PROVIDER of any of its obligations under this Agreement. To the extent a third party not having an interest in the System or Fibers in the System reimburses some or all of PROVIDER's gross Costs, or to the extent a third party having an interest in the System or Fibers in the System pays in excess of its Pro Rata Share (based on the number of Fibers in the System) of such Costs, PROVIDER shall reduce the gross Costs by the amount of such reimbursement for purposes of computing USER's Pro Rata Share of such Costs. PROVIDER shall either reflect such reduction in its invoice or shall promptly refund such reduction when it receives such reimbursement.

3.4 **Method of Payment.** All payments to PROVIDER set forth in this Article III shall be made in United States Dollars by wire transfer of immediately available funds to the account or accounts designated by PROVIDER. In addition to any other remedies set forth in this Agreement, all late payments not disputed in accordance with Article XX shall bear interest accruing from the date due until paid at the lesser of 18% annual rate or highest amount permitted by law.

ARTICLE IV CONSTRUCTION

4.1 **Fiber Acceptance Testing.** Exhibit B sets forth Fiber Acceptance Testing procedures and test deliverables PROVIDER shall provide to USER.

4.2 **New Construction.** No new construction or installation by PROVIDER is planned or promised as part of this Agreement.

4.3 Notwithstanding any other provision herein to the contrary, USER shall be solely responsible for obtaining, at its sole cost and expense, any and all necessary franchises, easements, authorizations or permits specifically required as a result of USER's, as opposed to PROVIDER's, use or operation of or with the USER Fibers and its operation, maintenance, repair, and replacement of all USER Equipment associated therewith.

4.4 **Prior Construction.** USER acknowledges that some or all of said design, engineering, installation, construction, splicing and testing described above may have previously been completed.

4.5 **Scheduled Delivery Dates.** Subject to extension for delays resulting from Force Majeure Events and to extension or delay as otherwise permitted or provided in this Agreement, the “Scheduled Delivery Dates” for completion of, Fiber Acceptance Testing and hand-over of PROVIDER’s test results and the USER Fibers to USER for the Route Segments are set forth in Exhibit A-2. USER shall have the right, upon reasonable prior written request, to observe testing of the USER Fibers which occurs after the Effective Date.

ARTICLE V **CONNECTION AND ACCESS TO THE SYSTEM**

5.1 **Connections.** Subject to the provisions herein, USER shall pay for and arrange all connections of its facilities with the USER Fibers which connections shall only be made at Connecting Points approved by PROVIDER and in accordance with the procedures set forth in Exhibit F. USER shall reimburse PROVIDER for any and all Costs incurred by PROVIDER as a result of making such connections and shall pay any other applicable charges or fees as specified in Exhibit F.

5.2 **No Unauthorized Access to System.** USER shall not access any part of the System without the prior written consent of PROVIDER, and then only upon the reasonable terms and conditions specified by PROVIDER.

ARTICLE VI **COLLOCATION**

No collocation rights or obligations are provided with respect to this Agreement. In the event collocation space is provided in any PROVIDER facilities, the parties will enter into a collocation agreement in form acceptable to PROVIDER.

ARTICLE VII **TERM**

7.1 **Term.** The term of the USER License will commence upon the Effective Date and shall continue for a period of ten (10) years thereafter unless earlier terminated pursuant to the terms of this Agreement (the “Term”).

7.2 **USER’s Right to Use the System.** USER’s right to use the System commences on the Effective Date, unless there is a Route Segment(s) that has been identified and listed in Appendix A-2 that PROVIDER and USER agree has not been tested, or test results indicate a problem that PROVIDER agrees to attempt to correct. In this instance, USER’s right to use all or any part of the System will not occur for these Route Segment(s), until the identified problem

has been corrected and payment in full of the License Payment has been made by USER to PROVIDER.

7.3 **Effect of Termination.** Upon expiration of the Term or other termination of this Agreement, USER's right to use the USER Fibers shall automatically expire.

7.4 **Survival.** The expiration or termination of this Agreement shall not affect the rights or obligations of any party hereto with respect to any payment hereunder for services rendered prior to the date of termination, or pursuant to the Articles of this Agreement entitled Indemnification, Limitation of Liability, Insurance, License Fees, Confidentiality and Proprietary Information, or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

ARTICLE VIII **MAINTENANCE AND RELOCATION**

8.1 **Maintenance.** During the Term, PROVIDER shall perform all required Routine Maintenance and Non-Routine Maintenance. "Non-Routine Maintenance" means maintenance and repair work that PROVIDER is obligated to provide under this Agreement and described in Exhibit E other than:

- (a) the work specifically identified as Routine Maintenance in Exhibit E;
- (b) work in which the aggregate amount of Costs incurred as a result of any single event or multiple, closely related events is less than or equal to Five Thousand and No/100 Dollars (\$5,000); or
- (c) work for which USER is obligated to reimburse PROVIDER for all or a portion of the Costs incurred pursuant to other Articles of this Agreement.

"Routine Maintenance" means maintenance and repair work that is described in Subsections 8.1(a) or 8.1(b).

8.2 **Relocation Procedures.** Except as provided herein for emergencies, PROVIDER may relocate, modify or alter all or any portion of the System or any of the facilities used or required in providing USER with the USER License: (i) if a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit), (ii) in order to comply with applicable laws, (iii) to prevent or abate interference with or interruption of the System, or an unreasonable risk thereof, due to the existence of physical conditions (e.g. rock slides, seismic conditions), (iv) to reduce governmental fees or taxes assessed against it or USER if mutually agreed by the parties, or (v) if it determines to do so in its reasonable business judgment. A relocation made solely pursuant to Clause (v) shall be considered a "Voluntary Relocation." PROVIDER shall provide USER as much advance notice as possible but shall use reasonable efforts to provide at least sixty (60)

calendar days' prior notice of any such relocation, if reasonably feasible. PROVIDER shall have the right to direct such relocation, modification or alteration, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided that any such relocation:

- (a) shall be constructed and tested in accordance with the specifications and requirements set forth in this Agreement and applicable Exhibits;
- (b) shall not result in a materially adverse change to the operations, performance, Connecting Points with the network of USER, or end points of the Route Segment; and
- (c) shall not unreasonably interrupt service on the System.

8.3 USER shall have no responsibility for costs and expenses relating to the relocation, modification or alteration of the USER Fibers or the System for the purpose of meeting the needs of the PROVIDER or any other user. In all cases, USER shall bear the costs incurred in any rearrangement, relocation, modification or alteration of USER Equipment.

8.4 In the event of an emergency as determined by PROVIDER, PROVIDER may relocate, modify, or alter the USER Fibers and/or the System without prior notice to USER. In such event, as soon as reasonably practicable thereafter and not less than seventy-two (72) hours after having taken such action, PROVIDER will advise USER of the emergency work performed or the action taken with respect to any emergency modification or alteration of the USER Fibers and/or the System.

8.5 **Supply and Maintenance of USER Equipment Excluded.** USER acknowledges and agrees that PROVIDER is not supplying nor is PROVIDER obligated to supply to USER any USER Equipment, including but not limited to, optronics or electronics or optical or electrical equipment or other facilities, such as generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of USER. Nor is PROVIDER responsible for performing any work other than as specified in this Agreement. PROVIDER shall have no obligation under this Agreement to maintain, repair, or replace USER Equipment.

8.6 Notwithstanding any other provision of this Agreement, if USER's Equipment is not maintained in accordance with this Agreement, and USER has not corrected the violation within thirty (30) days from receipt of written notice thereof from PROVIDER, PROVIDER may at its own option correct such conditions at USER's expense. PROVIDER will notify USER prior to performing such work where practicable. When PROVIDER reasonably believes that such conditions pose an immediate threat to the safety of PROVIDER's employees or the public, interfere with the performance of service obligations of PROVIDER, or pose an immediate threat to the integrity of the System, PROVIDER may perform such work and or take such action at USER's expense that it deems necessary without first giving notice to USER, and shall be indemnified by USER for such work in accordance with ARTICLE XIII herein. As soon as practicable thereafter and not less than seventy-two (72) hours after having taken such action,

PROVIDER will advise USER in writing of the work performed or the action taken and make all reasonable efforts to arrange for reaccommodation of USER's Equipment so affected. USER shall be responsible for paying PROVIDER for all Costs incurred by PROVIDER in taking action under this section.

ARTICLE IX

USE OF THE SYSTEM

9.1 **Compliance with Law.** USER warrants that its use of the USER Fibers and the System shall comply in all material respects with applicable government codes, ordinances, laws, rules, regulations and restrictions and shall not have an adverse effect on the System or its use.

9.2 **USER's Rights Exclusive for USER Fibers.** USER may use the USER Fibers for any lawful telecommunications purpose, except sublease, assignment or conveyance to any other entity or organization. PROVIDER shall have no right to use the USER Fibers during the Term of this Agreement. Nothing in this Agreement shall limit the City's right to enter into a Lease Agreement with any other entity or user for Fiber Optic Cable Facilities not covered by this Agreement.

9.3 **Notice of Damage.** USER shall promptly notify PROVIDER of any matters pertaining to any damage or impending damage to or loss of the use of the System that are known to it and that could reasonably be expected to adversely affect the System. PROVIDER shall promptly notify USER of any matters pertaining to any damage or impending damage to or loss of the USER Fibers and/or the System that are known to it and that could reasonably be expected to adversely affect the USER Fibers and/or USER's use thereof.

9.4 **Preventing Interference with Other Fibers.** Neither USER nor PROVIDER shall use equipment, technologies, or methods of operation that knowingly interfere in any way with or adversely affect the System or the use of the System by the other party or third parties or their respective Fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the System or to Fibers used or owned by the other party or third parties. Notwithstanding the above, the provisions of this Section shall not prevent a party from using commercially reasonable equipment, technologies, or methods of operation if the interference or adverse effect on the other party or a third party results primarily from such other party or third party's use of equipment, technologies, or methods of operation that are not commercially reasonable or that are not standard in the telecommunications industry.

9.5 **Liens.** USER shall not cause or permit any part of the System to become subject to any mechanic's, materialmen's, or vendor's lien, or any similar lien. If USER breaches its obligations under this Section, it shall immediately notify PROVIDER in writing, shall promptly cause such lien to be discharged and released of record without cost to PROVIDER and shall indemnify PROVIDER against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

9.6 **Security Interests in System Licensed by PROVIDER.** PROVIDER represents and warrants to USER that as of the Effective Date there are no liens or material encumbrances on, against or affecting the USER Fibers or USER License under Section 2.1.

ARTICLE X **AUDIT RIGHTS**

Right to Audit. Each party shall keep such books and records (which shall be maintained on a consistent basis and substantially in accordance with generally accepted accounting principles) as shall readily disclose the basis for any charges (except charges fixed in advance by this Agreement or by separate agreement of the parties) or credits, ordinary or extraordinary, billed or due to the other party under this Agreement and shall make them available for examination, audit, and reproduction by the other party and its agents for a period of two (2) years after such charge or credit is billed or due. A party shall be entitled to engage an independent, nationally recognized third party auditing firm (which firm is not regularly used by such Party for its corporate audit) to verify or determine the proper amount of such charges or credits billable and payable under the terms and conditions of this Agreement. The party requesting the audit shall pay all costs of the independent auditor.

ARTICLE XI **WARRANTIES**

11.1 **Warranties Relating to Agreement Validity.** In addition to any other representations and warranties contained in this Agreement, each party hereto represents and warrants to the other that:

- (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (b) it has taken all requisite corporate action to approve the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and
- (d) it has no actual knowledge that its execution of and performance under this Agreement violates any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.

11.2 **Third Party Warranties.** The parties acknowledge and agree that, on and after the Effective Date, USER's sole rights and remedies with respect to any degradation of the USER Fibers or for any defect in or failure of the USER Fibers to perform in accordance with the applicable vendor's or manufacturer's specifications, which failure or defect does not result from PROVIDER's breach of its construction, maintenance and/or repair obligations under this

Agreement, shall be limited to the particular vendor's or manufacturer's warranty with respect thereto.

11.3 **EXCLUSION OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTY TO USER OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY FIBERS, THE SYSTEM, OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PROVIDER AND USER AGREE THAT ACCESS TO PROVIDER FIBER OPTIC CABLE FACILITIES IS ON AN "AS-IS" BASIS.

ARTICLE XII **DEFAULT**

12.1 **Default and Cure.** Except as set forth in Section 12.2, a party shall not be in default under this Agreement unless and until the other party provides it written notice of a material default and the first party shall have failed to cure the same within fourteen (14) calendar days after receipt of such notice; provided, however, that where a material default cannot reasonably be cured within such fourteen (14) day period, if the first party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Upon any failure of a party to timely cure any material default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Articles XIV (Limitation of Liability); (i) take such action as the non-defaulting party deems necessary and appropriate to remedy and cure the default at the expense of the defaulting party; (ii) as to PROVIDER, suspend its performance under this Agreement in accordance with and subject to Section 12.2; (iii) as to any monetary obligation of the defaulting party, enforce payment thereof, including interest as provided herein together with reimbursement of reasonable attorney's fees expended in the collection of the amounts due; and/or (iv) take any other action expressly authorized for such default pursuant to the terms of this Agreement.

12.2 **Disconnection for Failure to Pay.** In addition to the remedies set forth in Section 12.1 and notwithstanding any provisions to the contrary, if USER fails to fully pay any amount invoiced under this Agreement within seven (7) days of the due date,, PROVIDER may, in addition to any other remedies that it may have under this Agreement or by law, in its sole discretion and without liability for damages, take the following actions upon thirty (30) calendar days' notice if such payment (together with applicable interest) is not made within such 30-day period:

- (a) disconnect the USER Fibers from any POP or Connecting Point;

- (b) remove, or require USER to remove, any USER Equipment from PROVIDER's premises, if any, upon commercially reasonable notice; And/or
- (c) terminate this Agreement, and take full right and possession of USER Fibers.

12.3 **Termination by PROVIDER.** PROVIDER may terminate this Agreement for all or a portion of the USER Fibers upon giving no less than 360 days notice, , if: (i) PROVIDER decides for any reason to terminate operation and maintenance of the System; or (ii) in the event PROVIDER determines that it needs the System and USER Fibers for its own uses. Any fees paid in advance by USER shall be refunded on the date the termination is effective. PROVIDER agrees that it will not terminate this Agreement under this provision if there are other Dark Fibers that are not in use or held in reserve by PROVIDER that are available for use and meet PROVIDER's needs.

12.4 **Termination by USER.** USER may terminate this Agreement for all or a portion of the USER Fibers so long as USER has fully paid any and all Costs and accrued fees due to PROVIDER for the terminated Fiber.

12.5 **Immediate Termination.** Immediate termination shall occur if this Agreement is ruled illegal, in whole or in part, by the ruling of a court of competent jurisdiction, or if the Agreement is prohibited or made impractical to perform by an action of the Texas Legislature or other branch or agency of Texas government; or if the Agreement is determined by PROVIDER to be infeasible or impractical to perform as the result of a legal claim or challenge.

12.6 **Interest.** If either PROVIDER or USER fails to make any payment under this Agreement when due, such amounts shall accrue interest, from the date such payment is due until paid, including accrued interest, at the rate specified in Section 3.4 or, if lower, the highest percentage allowed by law.

12.7 **Bankruptcy.** A declaration of bankruptcy by USER will result in immediate termination of this Agreement and relinquishment of any right to use or occupy USER Fibers.

ARTICLE XIII INDEMNIFICATION

13.1 **Indemnification.** USER ("INDEMNITOR") SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES FROM, AND ASSUME LIABILITY FOR, ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF PROVIDER, AN ALLEGED

BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY PROVIDER OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

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

13.3 Claims of Customers. In addition to the foregoing indemnities, with respect to third parties that use services provided over the USER Fibers, USER shall defend, indemnify and hold harmless PROVIDER against any claims by such third parties for damages arising or resulting from any defect in or failure of the USER Fibers or the System.

13.4 Material and Continuing Obligation. USER's obligation to indemnify, defend, protect, and save PROVIDER harmless is a material obligation to the continuing performance of PROVIDER's obligations hereunder.

**ARTICLE XIV
LIMITATION OF LIABILITY**

14.1 GENERAL EXCLUSION OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY NOR ANY OF THE OFFICERS, EMPLOYEES, OR AGENTS OF A PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF PROVIDER FOR ANY CLAIM OR DEMAND OF USER ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY USER TO PROVIDER PRIOR TO THE DATE OF THE CLAIM OR DEMAND.

14.2 **Pursuit of Actions Against Third Parties.** Nothing contained in this Agreement shall operate as a limitation on the right of either PROVIDER or USER to bring an action or claim for damages against any third party (other than officers, agents, and employees).

14.3 **Customer Contracts.** USER, in any contract or tariff offering of service, capacity, or rights of use that in any of the preceding instances involves use of the System, shall include in such contract or tariff a written limitation of liability that is binding on USER's customers and in all material respects at least as restrictive as the limitations set forth in Section 14.1.

ARTICLE XV **INSURANCE**

Obligation to Obtain.

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

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation

- II. 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) 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 on the declarations page.
 - E. The coverage shall include owned, 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 an additional insured and further providing that those policies are primary to any insurance policies procured by PROVIDER. 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 PROVIDER on all policies obtained by USER in compliance with the terms of this Agreement. USER 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 all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to PROVIDER's Representative at the time of execution of this Agreement, attached hereto as Exhibit G, and approved by PROVIDER before work commences.

VI. Workers' Compensation Insurance

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of USER, all employees of any and all subcontractors, and all other persons providing services under this Agreement must be covered by a workers' compensation insurance policy: either directly through their employer's policy (USER's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The worker's compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000.00 for each accident are required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, this Agreement, and all subcontracts providing services under this Agreement must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers

Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during

the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration

of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

- VII. 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 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.

ARTICLE XVI
TAXES AND FEES

16.1 **USER Obligations.** For periods subsequent to the Acceptance Date, USER shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, excise, transfer, ad valorem, property or other taxes, and any and all charges, surcharges, franchise fees or similar fees (collectively, "Assessments") assessed against it due to its ownership of the USER IRU, its use of the USER Fibers, including the provision of services over the USER Fibers, its use of any other part of the System, or its ownership or use of equipment or facilities connected to the USER Fibers. The above obligation applies to Assessments applicable to the license of the USER IRU or Assessments imposed on or based upon the provision or sale of maintenance, collocation, or other PROVIDER services provided pursuant to this Agreement; provided that, with regard to such Assessments, if required by law, PROVIDER shall charge USER and USER shall pay to PROVIDER such Assessments unless USER provides PROVIDER with a valid resale or other exemption certificate acceptable to PROVIDER.

16.2 **PROVIDER Obligations.** Subject to Section 16.1 above, PROVIDER shall timely report and pay any and all Assessments assessed against it due to its construction, ownership or use of the System, provided that, in the event that any property taxes (including ad valorem, use, property, or similar taxes, franchise fees, or Assessments that are based on the value of property or of a property right) are imposed on PROVIDER with respect to any portion of the System that includes the USER IRU, the USER Fibers or the Associated Conduit, and the USER IRU, the USER Fibers or the Associated Conduit are not separately assessed by the taxing authority imposing such property taxes, USER shall reimburse PROVIDER within thirty (30) days of receipt of invoice from PROVIDER for USER's Pro Rata Share of such property taxes. PROVIDER shall provide USER with all information reasonably requested by USER with respect to any such property tax reimbursement sufficient to verify USER's Pro Rata Share. In the event PROVIDER receives a refund or credit of any property taxes previously reimbursed in whole or in part by USER under the provisions of this Section 16.2, PROVIDER shall, within thirty (30) days of its receipt of such refund or credit, advance USER its Pro Rata Share of such refund or credit with related accrued interest paid or credited by the taxing authority (if any) and PROVIDER shall provide USER with all information reasonably requested by USER to verify USER's Pro Rata Share of the refund or credit.

16.3 **Reimbursement of Taxes Paid on USER's Behalf.** If PROVIDER is assessed for any Assessments related to USER's ownership of the USER IRU or USER's use of the USER Fibers or any Assessments that USER is obligated to pay pursuant to Sections 16.1 or 16.2, PROVIDER shall, within thirty (30) days of its receipt of such Assessment, provide USER with a copy of such Assessment, and all information reasonably requested by USER with respect to such Assessment including, without limitation, the amount and due date for payment of the Assessment. USER shall, at its option, pay the amount of such Assessment (i) directly to the appropriate taxing authority, or (ii) to PROVIDER at least ten (10) business days prior to the due date of such Assessment, in which case PROVIDER shall promptly pay the amount of such Assessment to the appropriate taxing authority. If USER elects to pay the Assessment directly to

the appropriate taxing authority, USER shall notify PROVIDER in writing of its intentions at least ten (10) business days prior to the due date of such Assessment and USER shall provide PROVIDER all information reasonably requested by PROVIDER to provide evidence of USER's payment of the Assessment. USER, at its option, shall have the right, at its sole cost, to contest any such Assessments. If USER elects to contest any Assessment subject to this Section, USER shall notify PROVIDER in writing of its intention to contest the Assessment and PROVIDER will reasonably cooperate with USER in pursuing any such contest. USER, at its option, may pay the Assessment prior to any such contest, or contest the Assessment without payment; provided that (i) USER shall take such steps as are reasonably necessary to prevent any forfeiture of PROVIDER's rights or property, or the imposition of any lien on the System and (ii) USER shall indemnify and hold PROVIDER harmless from any expense, legal action or cost, including reasonable attorneys' fees, resulting from USER's exercise of its rights to contest an Assessment under this Section. If, within ten (10) business days prior to the due date of such Assessment, USER does not pay the Assessment to PROVIDER, notify PROVIDER in writing of its intentions to pay the Assessment directly to the appropriate taxing authority, or notify PROVIDER in writing of its intention to contest the Assessment, then PROVIDER, in its sole discretion, may pay the Assessment and invoice USER for reimbursement. In such case, USER shall reimburse PROVIDER within thirty (30) days of receipt of invoice from PROVIDER. In the event PROVIDER receives a refund or credit of an Assessment previously paid to a taxing authority by USER or PROVIDER under the provisions of this Section, PROVIDER shall, within thirty (30) days of its receipt of such refund or credit, advance USER such refund or credit with related accrued interest paid or credited by the taxing authority, if any, and PROVIDER shall provide USER with all information reasonably requested by USER with respect to the refund or credit.

16.4 **Cooperation and Efforts to Reduce Tax.** The parties shall cooperate in any contest of any Assessments and in making tax-related reports and filings, so as to avoid, to the extent reasonably possible, prejudicing the interests of the other party and the parties shall use commercially reasonable and acceptable efforts to reduce or eliminate any Assessments described in this Article XVI.

16.5 **Penalties and Interest.** Notwithstanding any other provision of this Article XVI, in the event that either party to this Agreement incurs penalties, interest, or additional Assessments as a result of non-compliance, non-payment, or delinquent payment of any Assessment discussed under this Article XVI when due, the party causing the incurrence of the penalty, interest or additional Assessment shall be solely responsible for such penalty, interest or additional Assessment.

ARTICLE XVII

NOTICE

17.1 **Notice Addresses.** Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

If to PROVIDER: City of College Station
Attn: City Manager
PO Box 9960
1101 Texas Ave. S.
College Station, Texas 77842
Facsimile: 979-764-3489

If to USER: WireStar, Inc.
Attn: Kyle Leissner, President
P.O. Box 10966
College Station, Texas 77842-0966
Facsimile: (979) 721-9099

or at such other address as may be designated in writing to the other party.

17.2 **Notice Delivery.** Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, on the day after being sent when sent by overnight delivery service, or upon receipt as evidenced by the return receipt for registered or certified U.S. Mail.

ARTICLE XVIII **CONFIDENTIALITY**

18.1 **Confidentiality Obligations.** The parties acknowledge that USER will disclose proprietary and confidential network and business information to PROVIDER in order to perform under this Agreement. This information if disclosed to competitors of either party, would give or increase such competitors' advantage over the party or diminish that party's advantage over its competitors ("Confidential Information"). PROVIDER agrees to take all reasonable steps to protect such proprietary and confidential information from public disclosure, and to make available such information internally only to PROVIDER personnel with a need to know or to its legal counsel, or as otherwise required by law or court order. In the event of a request under the Texas Open Records Act, PROVIDER will respond as provided in TEXAS GOVERNMENT CODE, Section 552.305.

18.2 Publicity and Advertising.

(a) Neither party shall publish or use any advertising, sales promotions, or other publicity materials that use the other party's logo, trademarks, or service marks without the prior written approval of the other party.

(b) Each party shall have the right to review and approve any publicity material, press releases, or other public statements by the other that refer to such party or that describe any aspect of this Agreement. Each party agrees not to issue any such publicity materials, press releases, or public statements without the prior written approval

of the other party, except as is required to comply with federal or state laws.

(c) Nothing in this Agreement establishes a lease, license or right for either party to use any of the other party's brands, marks, or logos without prior written approval of the other party.

ARTICLE XIX FORCE MAJEURE

19.1 **Excused Performance.** Neither PROVIDER nor USER shall be in default under this Agreement with respect to any delay in its performance (other than a failure to make payments when due) caused by any of the following conditions (each a "Force Majeure Event"): (a) act of God; (b) fire; (c) flood; (d) material shortage or unavailability not resulting from the responsible party's failure to timely place orders or take other necessary actions therefor; (e) government codes, ordinances, laws, rules, regulations, or court orders; (f) war or civil disorder; or (g) any other cause beyond the reasonable control of such party. The party claiming relief under this Article shall promptly notify the other in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The party claiming relief under this Article shall exercise commercially reasonable efforts to minimize the time for any such delay.

19.2 **Damage or Destruction.**

- (a) **USER's Fibers.** In the event of a total or partial destruction of substantially all of USER Equipment where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is covered under a policy of insurance carried by USER, this Agreement may be terminated at the option of USER, or USER at its sole cost and expense, may commence and complete as soon as practicable the repair or restoration of the damaged USER Equipment, or any part thereof.
- (b) **System.** In the event of a total or partial destruction of the System, or any part thereof, including USER Fibers, where such casualty occurs as a result of an event of Force Majeure, whether or not such casualty is self-insured or covered under a policy of insurance carried by PROVIDER, the Agreement may be terminated at PROVIDER's option, or PROVIDER, at its sole cost and expense, may commence and complete as soon as practicable, the repairs or restoration of the damaged System, or any part thereof, including USER Fibers, to substantially their same condition immediately before the event of destruction. If PROVIDER elects to terminate the Agreement, PROVIDER shall be relieved of any obligation to USER, and USER shall be released from its obligations under this Agreement.

ARTICLE XX PAYMENT DISPUTE RESOLUTION

USER and PROVIDER shall attempt in good faith to resolve any bona fide dispute arising out of or relating to any monetary obligation under this Agreement as expeditiously as possible by negotiations between an executive of USER or his or her designated representative with sufficient authority to negotiate a resolution of the dispute and an executive of PROVIDER with similar authority. Either USER or PROVIDER may give the other party written notice of any such payment dispute which notice shall include documentation substantiating the dispute. Within twenty (20) days after delivery of notice of a payment dispute as described above, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the first meeting, Section 12.2 herein shall apply.

ARTICLE XXI

RULES OF CONSTRUCTION

21.1 **Interpretation.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. References to “person” or “entity” each include natural persons and legal entities, including corporations, limited liability companies, partnerships, sole proprietorships, business divisions, unincorporated associations, governmental entities, and any entities entitled to bring an action in, or that are subject to suit in an action before, any state or federal court of the United States. The word “including” means “including, but not limited to.” “Days” refers to calendar days, except that references to “banking days” exclude Saturdays, Sundays and holidays during which nationally chartered banks in Houston, Texas are authorized or required to close. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

21.2 **Cumulative Remedies; Insurance.** Except as set forth to the contrary herein, any right or remedy of PROVIDER or USER allowed by this Agreement shall be cumulative and without prejudice to any other right or remedy set forth herein. The provisions of Article XV (Insurance) shall not be construed as limiting the Indemnitor’s obligations pursuant to Article XIII (Indemnification) or other provisions of this Agreement.

21.3 **No Third-Party Rights.** Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement.

21.4 **Agreement Fully Negotiated.** This Agreement has been fully negotiated between and jointly drafted by PROVIDER and USER.

21.5 **Document Precedence.** In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail and such Exhibits shall be corrected accordingly.

21.6 **Industry Standards.** Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a party's performance is reasonable and timely.

21.7 **Cross References.** Except as the context otherwise indicates, all references to Exhibits, Articles, Sections, Subsections, Clauses, and Paragraphs refer to provisions of this Agreement.

21.8 **Limited Effect of Waiver.** The failure of either PROVIDER or USER to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

21.9 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without reference to its choice of law principles. The laws of such state shall govern the statute of limitations and the remedies for any wrongs that may be found.

21.10 **Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.11 **No Partnership Created.** The relationship between PROVIDER and USER shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. PROVIDER and USER, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

ARTICLE XXII **ASSIGNMENT**

22.1 **Restrictions on Assignment.** Except as otherwise provided herein, USER may not sell, assign, sublease or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to any third party.

22.2 **Assignments to Particular Classes of Entities.** The provisions of Section 22.1 notwithstanding:

- (a) **Assignment to Affiliate.** USER may assign, sublease, or otherwise transfer in whole or in part (whether voluntarily or by action of law), directly, indirectly, or contingently this Agreement or any interest herein to an Affiliate, so long as that Affiliate provides information to PROVIDER within thirty (30) days of the

assignment, establishing that it has the ability to meet the financial obligations under this Agreement. If Affiliate fails to meet this criteria set forth above, the Assignment shall be null and void.

(b) **Assignment to Third Party Providing Similar Services.** USER may assign, sublease, or transfer, pursuant to a merger, sale or transfer of all or substantially all of the assets or stock of USER, all of its rights and obligations under this Agreement to any party that provides similar services as USER, so long as the surviving or purchasing entity assumes, in writing, all of the obligations of USER under this Agreement, and provides information acceptable to PROVIDER within thirty (30) days after the Assignment, sublease, transfer, merger or sale, sufficient to satisfy PROVIDER that the proposed assignee can meet those obligations. If the proposed assignee cannot establish to PROVIDER's reasonable satisfaction that it can meet those obligations, then the assignment shall be null and void.

22.3 **Agreement Binds Successors.** This Agreement and the rights and obligations under this Agreement (including the limitations on liability and recourse set forth in this Agreement benefiting the other party) shall be binding upon and shall inure to the benefit of PROVIDER and USER and their respective permitted successors and assigns.

22.4 **Change in Control Not an Assignment.** Notwithstanding any presumptions under applicable state law that a change in control of a party constitutes an assignment of an agreement, a change in control of a party, not made for purposes of circumventing restrictions on assignment or of depriving the other party of rights under this Agreement, shall not be deemed an assignment for purposes of this Agreement.

22.5 **Right to Subcontract.** PROVIDER may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder or may have its contractor perform such obligations.

22.6 **Financing Arrangements.** Subject to Section 9.6, either party shall have the right, directly or through an Affiliate, to enter into financing arrangements (including secured loans, leases, sales with lease-back, or leases with lease-back arrangements, purchase-money or vendor financing, conditional sales transactions, or other arrangements) with one or more financial institutions, vendors, suppliers or other financing sources (individually and collectively, "Lenders"), that, with respect to PROVIDER, relate to the System and, with respect to USER, relate to the USER License (and not to any property right in the System).

ARTICLE XXIII
ENTIRE AGREEMENT; AMENDMENT; EXECUTION

23.1 **Integration; Exhibits.** This Agreement constitutes the entire and final agreement and understanding between PROVIDER and USER with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by reference.

23.2 **No Parol Amendment.** This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of PROVIDER and USER.

23.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, PROVIDER and USER have executed this Agreement as of the dates set forth opposite the signatures of their respective authorized officers below.

“PROVIDER”:

CITY OF COLLEGE STATION

Date: _____

By: _____
Kelly Templin, City Manager

ATTEST:

Sherry Mashburn, City Secretary

APPROVED:

Assistant City Manager/CFO

Carla A. Robinson, City Attorney

“USER”:

WIRESTAR INC.

Date: 9/19/2015

By: Kyle Leissner
Kyle Leissner, President

EXHIBIT A
MAP OF ROUTES COVERED BY THIS LEASE

The routes covered by this Lease Agreement are highlighted in green on the below map.

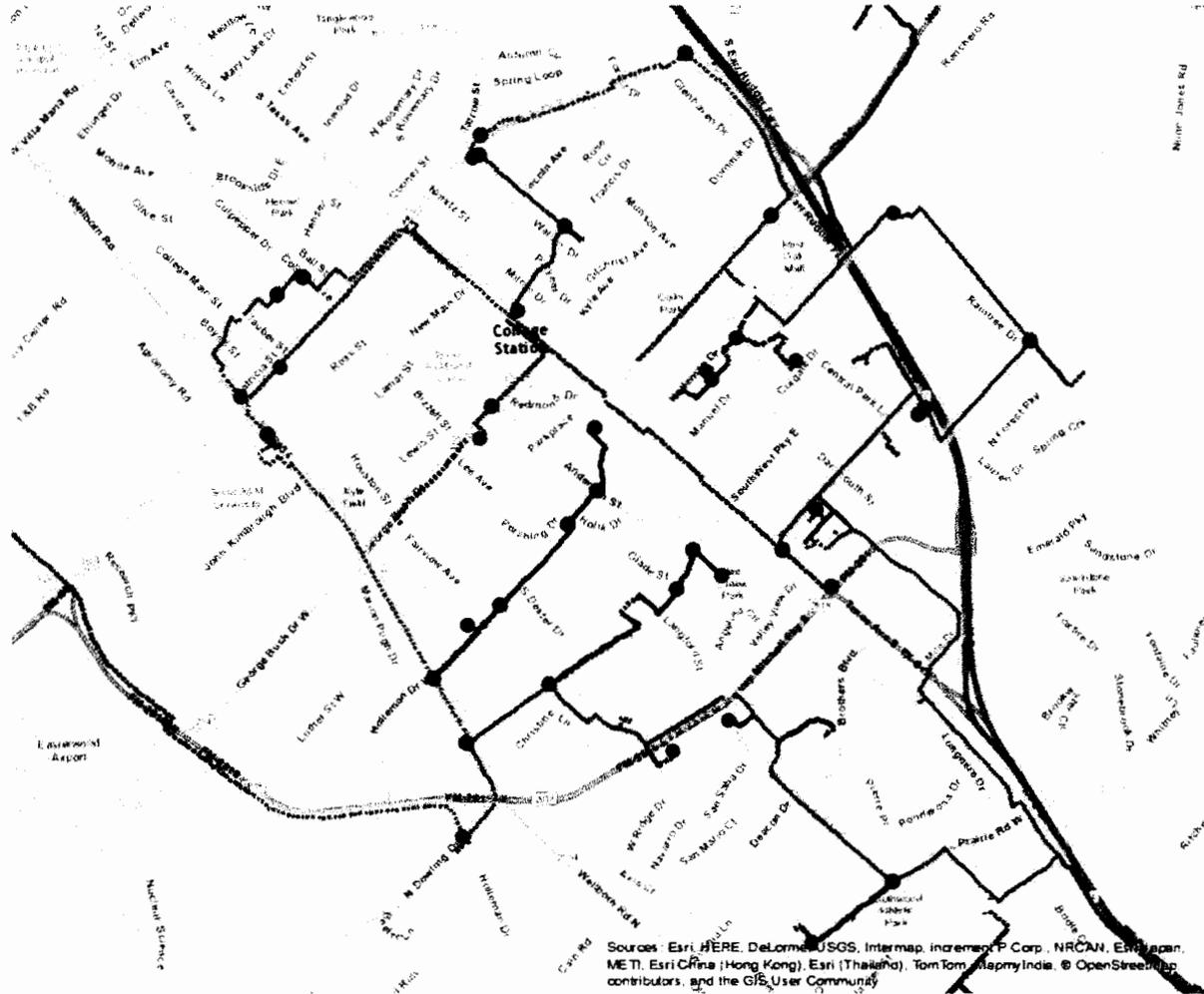


EXHIBIT A-1

ROUTE SEGMENT LISTING AND PAYMENT AMOUNTS

Right to Fibers on PROVIDER System Route Segments

Two (2) fiber strands on the main city fiber ring as shown in Exhibit A
Two (2) fiber strands on the Route Segment running from the splice point in the vicinity of Southwest Parkway and Wellborn Rd to the Dowling Road Pump Station on Dowling Road
Two (2) fiber strands on the Route Segment running from Dowling Road Pump Station on Dowling Road to the splice point in the vicinity of FM 2818 and Luther Street W.

Initial Route Segments

Two (2) fiber strands on the main city fiber ring as shown in Exhibit A
Two (2) fiber strands on the Route Segment running from the splice point in the vicinity of Southwest Parkway and Wellborn Rd to the Dowling Road Pump Station on Dowling Road.
Two (2) fiber strands on the Route Segment running from Dowling Road Pump Station on Dowling Road to the splice point in the vicinity of FM 2818 and Luther Street W.

Calculation of License Payment Amount

The USER License Payment for the USER Fibers is an imputed rate of \$500.00 per Fiber Strand Mile.

Fiber Ring Distance	18.8 miles
SWP – Dowling Rd segment	1.1 miles
Dowling Rd - Luther segment	<u>1.68 miles</u>
Total miles	21.58 miles

Two (2) fiber strands for each segment

2 fiber strands x 21.58 miles = 43.16 Fiber Strand Miles

43.16 Fiber Strand Miles x \$500.00/Fiber Strand Miles = **\$21,580.00 User License Payment Amount**

Calculation of Maintenance Amount

Following the Effective Date for each USER Fiber on a Route Segment, USER will pay an annual maintenance fee per Fiber Mile per year. The annual maintenance will be calculated annually and is based on the personnel cost (payroll and benefits) times the estimated percent of city staff time spent conducting fiber operations and maintenance activities. This amount provides the total staff cost devoted to fiber operations and maintenance activities. This amount is then divided by the total number of fiber strand miles to determine the annual maintenance cost per fiber strand mile

City staff cost devoted to fiber activities	\$68,885
Total city fiber optic strand miles	2,192

Maintenance cost per fiber optic strand mile: $\$68,885/2192 = \31.43 per fiber strand mile

Annual maintenance cost: $\$31.43/\text{fiber strand mile} \times 43.16 \text{ fiber strand miles leased} = \mathbf{\$1,356.52}$

Due Date for License Payment

The License Payment shall be paid by USER to PROVIDER as follows:

- (a) 100% of the License Payment and the first year Maintenance Amount is due and payable upon execution of the Agreement by the parties.

Initial IRUs for Route Segments:

As of the Effective Date, This Lease will be effective for the following Fibers in the following Route Segments:

Order 1

ROUTE SEGMENTS Origin/Destination or Network Description	Scheduled Delivery Date	Estimated Route Miles	Type of Fiber	No. of Fibers	Estimated Fiber Miles	Annual Maintenance
Fiber Ring	Upon execution	18.8	SM	2	37.6	1181.76
SW Parkway to Dowling Rd	Upon execution	1.1	SM	2	2.2	69.15
Dowling Rd to Luther St W/2818	Upon execution	1.68	SM	2	3.36	105.60
Totals:	—	21.58	—		43.16	\$1,356.51

Process for Additional USER Fibers Elections Following the Effective Date:

USER may request availability of additional Fibers on Route Segments by written notice to PROVIDER identifying the Route Segment and number of Fibers requested. Subject to verification of availability by PROVIDER within fourteen (14) business days of written notice of the request, PROVIDER and USER may execute additional Lease Agreements, or amend this Agreement to include additional Fibers or Route Segments.

EXHIBIT B

Fiber Cable Splicing, Testing and Acceptance Procedures

1. PROVIDER will perform all tests, provide documentation, and meet the standards identified in this exhibit. Analysis of final bi-directional OTDR data will be the tool used to make final acceptance of the fibers.

2. ACCEPTANCE STANDARDS

A. Bi-directional Traces

Bi-directional OTDR traces will be taken without a launch reel. OTDR traces should be taken in both directions at 1550 nm. . The traces for all fibers should be recorded on removable media and provided to the other party.

USER identified Route Segments proposed for coverage by this Agreement to PROVIDER and testing per this Exhibit has been performed and results provided to USER. Route Segments listed in Exhibit A-1 are accepted by USER.

B. Light Source and Power Meter Test

A bi-directional End to End test was performed on each fiber in a Span at 1550 nm with a Light Source and Power Meter. The purpose of this test is to determine actual Span loss and to prove there is a one-to-one correspondence of all fibers

3. NAMING OF TRACES

OTDR traces taken for bi-directional testing, and the OTDR traces of the splice must be recorded on removable media and provided to the other party. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-numbers, including fiber strand should follow this example:

First four letters (Provider Approved) = source point
Letters 5, 6, 7, 8 (Provider Approved) = Destination point
3 numbers = fiber number
SOR = file extension

NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED.

4. OTDR SETUP

NOTE: BEFORE THE START ANY TESTING, ALL CONNECTORS WILL BE CLEANED WITH A CONNECTOR CLEANER.

The OTDR used to perform testing is the EXFO, Model FTB-150 or equivalent model. The following settings were used.

Index of Refraction

Fiber type	1550 nm
All	1.4677

NOTE: THESE SETTINGS ARE GUIDELINES ONLY. EACH PROJECT OR TESTING SITUATION MAY REQUIRE ADJUSTMENT OF SETTINGS TO OBTAIN THE BEST TEST RESULTS POSSIBLE.

5. TEST PACKAGES

PROVIDER provided a package containing the following test data for each fiber. All data provided was saved on removable media.

- A. OTDR Span traces taken at 1550 nm.
- B. An Excel spreadsheet containing the power meter and light source data for both directions at 1550 nm. The spreadsheet should also include the average for each fiber.

EXHIBIT C

Fiber Optic Cable Specifications

The fiber optic cable for each Route Segment is described on attached Exhibit A-2.

The majority of PROVIDER fiber optic cable is OFS ADSS (All-Dielectric Self-Supporting) Singlemode fiber optic cable such as AT-3BE27DT-048-CLCB_ Double Jkt PowerGuide ADSS Double PE Jkts, Dielectric Central Member ALLWAVE-SM- .35/.31/.25 db/km@1310/1385/1550 CABLE DIAMETER: 16.8 mm (0.662 in.) or similar.

ADSS (All-Dielectric Self-Supporting) is a loose tube non-metallic fiber optic cable that is designed to be installed without the assistance of metal strand. ADSS cable uses aramid yarn and a high tensile central strength member for support. ADSS cable attaches directly to the pole or tower with the use of special attachment hardware.

EXHIBIT D

Fiber Optic Cable Facilities Installation Specifications

The System has been constructed in accordance with Industry Standards.

EXHIBIT E

Operations Specifications

All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. Maintenance.

(a) **Scheduled Maintenance.** Routine Maintenance and repair of the System described in this section ("Scheduled Maintenance") shall be performed by or under the direction of PROVIDER, at PROVIDER's reasonable discretion or at USER's request. Scheduled Maintenance shall commence with respect to each Segment upon the Execution Date. Scheduled Maintenance may include the following activities:

- (i) Monitoring of the System on a regular basis;
- (ii) Participation in the "Texas811" program and all required and related cable locates;

(b) **Unscheduled Maintenance.** Non-Routine Maintenance and repair of the System which is not included as Scheduled Maintenance ("Unscheduled Maintenance") shall be performed by or under the direction of PROVIDER. Unscheduled Maintenance shall commence with respect to each Segment upon the Effective Date. Unscheduled Maintenance shall consist of:

- (i) "Emergency Unscheduled Maintenance" in response to an alarm identification by PROVIDER, notification by USER or notification by any third party of any failure, interruption or impairment in the operation of the System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the System.
- (ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the System.

USER shall immediately report the need for Unscheduled Maintenance to PROVIDER in accordance with procedures promulgated by PROVIDER from time to time. PROVIDER will log the time of USER's report, verify the problem and dispatch personnel within a reasonable time to take corrective action. PROVIDER will use the same procedures and level of effort to restore USER service as used to restore service to PROVIDER Fiber Optic Cable Facilities.

3. Cooperation and Coordination.

- (a) USER shall utilize an Escalation List provided by PROVIDER, as updated from

time to time, to report and seek immediate initial redress of exceptions noted in the performance of PROVIDER personnel in meeting maintenance service objectives.

(b) USER will, as necessary, arrange for unescorted access for PROVIDER to all sites of the USER Fibers in the System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) USER shall furnish to PROVIDER, and update as changes occur, the current name, title, telephone number and personal device communications number of a USER representative to contact regarding maintenance schedules and actions.

(d) In performing its services hereunder, PROVIDER will take workmanlike care to prevent impairment to the signal continuity and performance of the System. The precautions to be taken by PROVIDER shall include notifications to USER of service affecting activities or conditions. In addition, PROVIDER shall reasonably cooperate with USER in sharing information and analyzing the disturbances regarding the Fiber Optic Cable Facilities and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving Fiber Optic Cable Facilities, fiber, electronic equipment, or regeneration or other facilities of the USER, then USER shall, at PROVIDER's reasonable request, make such personnel of USER available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with PROVIDER in performing such maintenance as required of PROVIDER hereunder.

(e) PROVIDER will notify USER at least five (5) business days prior, or when practical, ten (10) calendar days prior to the date in connection with any Planned Service Work Period (PSWP) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. USER shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with PROVIDER's ability to perform its obligations under this Agreement. In the event that after any such notification the Scheduled Maintenance is canceled or delayed, PROVIDER shall notify USER at PROVIDER's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

(a) PROVIDER will maintain the System in a manner which will permit USER's use, in accordance with the terms and conditions of the Agreement and the USER Fibers required to be provided under the terms of the Agreement.

(b) Except to the extent otherwise expressly provided in the Agreement, USER will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by USER in connection with the operation of the Dark Fibers, none of which is included in the maintenance services to be provided hereunder.

5. Fiber Optic Cable Facilities/Fibers.

(a) PROVIDER will perform appropriate Scheduled Maintenance on the Fiber Optic Cable Facilities contained in the System in a good and workmanlike manner and in accordance with PROVIDER's then current preventative maintenance procedures.

(c) PROVIDER will maintain sufficient capability to teleconference with USER during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing Fiber Optic Cable Facilities discontinuity or damage, including but not limited to Emergency Unscheduled Maintenance, PROVIDER will use the same effort to restore USER service as used to restore PROVIDER service. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, PROVIDER shall commence its planning for permanent repair, and thereafter promptly shall notify USER of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period (PSWP).

(e) PROVIDER will maintain and supply an inventory of spare Fiber Optic Cable Facilities in storage facilities supplied and maintained by PROVIDER at strategic locations to facilitate timely restoration.

6. Planned Service Work Period (PSWP).

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties.

7. Subcontracting.

PROVIDER may subcontract any of the maintenance services hereunder; provided that PROVIDER shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve PROVIDER of any of its obligations hereunder.

EXHIBIT F

Interconnections

1. USER's Right to Interconnect.

(a) Route Segments. The initial connection points for each Route Segment are described on Exhibit A-2.

(b) Splice Point - will be established at the PROVIDER selected splice points or at such other location as is acceptable to PROVIDER.

(c) Other Interconnection Points. USER may request that PROVIDER establish other interconnections of the USER Fibers at fiber distribution panels at Fiber Optic Cable Facilities end points or other particular agreed to splice points in meet me vaults subject to the terms and conditions of this Exhibit and the Agreement. USER shall reimburse PROVIDER's Costs of such installation work, including but not limited to reimbursement of all Costs associated with establishing the splice points.

(d) Access. USER shall have no right to access any Fibers within the Fiber Optic Cable Facilities or to enter any splice or PROVIDER vault. PROVIDER shall undertake all work to interconnect the USER Fibers and to construct and install the Associated Conduit, Fiber Optic Cable Facilities and appurtenances on its side of the demarcation point, and USER shall reimburse PROVIDER for its charges associated with such work within thirty (30) days of receipt of PROVIDER's invoice therefor.

2. Requests for Interconnections.

(a) Connection Requests. USER shall provide PROVIDER at least forty five (45) days' notice (the "Interconnect Notice") of the interconnection request and/or the date USER requests that a connection be completed. The Interconnect Notice shall set forth a description of the work required to be performed, including:

(i) the connection location;

(ii) a copy of USER's construction design drawings including a diagram of the desired location of the Interconnect; and

(iii) all other information reasonably required by PROVIDER.

(b) Response to Requests. Within ten (10) days after receiving the Interconnect Notice, PROVIDER shall respond with its acceptance or objections to the proposed interconnection. PROVIDER will use commercially reasonable efforts to accommodate the request to establish a Route Segment within thirty (30) days of its acceptance of the proposed interconnection unless a longer period of time to establish the entrance is stated in PROVIDER's acceptance. Notwithstanding the foregoing, PROVIDER may restrict any work establishing an interconnection to a planned service work period. Interconnection of Buildings not

interconnected to PROVIDER's network on the Route Segment will be considered on a case-by-case basis. PROVIDER may decline to make a requested connection at their sole discretion.

3. Demarcation Points. PROVIDER shall designate an installation demarcation point and a maintenance demarcation point (which may be a different point) for each interconnection of the USER Fibers as necessary to safeguard and maintain PROVIDER's control over the System and in accordance with section 1 (b) above. PROVIDER shall perform all installation work on facilities on its side of the installation demarcation point and shall perform all post-installation work on facilities on its side of the maintenance demarcation point. USER shall reimburse PROVIDER's charges of such installation work as set forth in this Exhibit. All post-installation work shall be part of PROVIDER's maintenance obligations under the Agreement.

4. Testing following Interconnects. Following splicing at agreed upon interconnect points, PROVIDER and USER will cooperate, including access to each other's facilities to conduct fiber testing to verify connectivity.

5. Installation of Interconnect Facilities.

(a) Building Entrance Cable. If applicable, USER shall, prior to the requested connection date, provide a fiber optic cable containing the applicable number of fibers of sufficient length to allow PROVIDER to pull such cable from the installation demarcation point to the splice point, as applicable, with an additional length (minimum of 100 feet) sufficient for PROVIDER to perform splicing (the "Building Entrance Cable").

(b) Construction Standards. All Interconnect Facilities constructed and installed by PROVIDER for USER will meet or exceed generally accepted telecommunications industry standards, as reasonably determined by PROVIDER, and all requirements of PROVIDER's building management or insurance underwriters, and any applicable local, state and federal codes and public health and safety laws and regulations (including fire regulations and the National Electric Code).

(c) Right of Way Obligations. Except as otherwise agreed between the parties, USER shall provide, at its sole cost and expense, any and all necessary rights of way, easements, permits, access rights and/or any required consents or authorizations to the extent Interconnect Facilities are located outside of PROVIDER's existing System and the PROVIDER splice point located outside of the applicable Building, and PROVIDER-approved materials and equipment (including cables and conduit) necessary for the construction, use operation, maintenance and repair of each such Interconnect facility.

(d) Building Access. Notwithstanding anything herein to the contrary, USER shall be responsible for acquiring and maintaining, at its sole cost and expense, building access rights and the right to distribute USER's facilities and services in each Building to be connected to the USER Fibers pursuant to this Agreement. USER shall be solely responsible for third party cross connect fees and other charges and costs related to interconnection to the USER Fibers associated with each Building entrance.

(e) Determination of Splice Point and Demarcation Points for Building Entrances.

Upon receipt of an Interconnection Request for a Building entrance, the parties agree to reasonably cooperate in determining the suitable locations for the splice point and demarcation points for the applicable Building. In Buildings where PROVIDER does not have Building access, the splice point will generally be located at the Building serving manhole, and the installation demarcation point and maintenance demarcation point will be located at the interface of the Building with the applicable Building serving vault and/or electric conduit serving the Building. If the parties cannot reach agreement with respect to the locations of the splice point and demarcation points for any Building, PROVIDER shall have the right to determine the applicable locations; provided that USER may withdraw its Installation Request for the applicable Building prior to commencement of construction of the Building entrance if USER objects to the selected splice point and demarcation points.

(f) Space Constraints. Except for PROVIDER lit Buildings, PROVIDER may decline to establish a requested Building entrance if there is not adequate space remaining in the applicable Building conduit or other applicable facilities for a Building Entrance Cable containing the proposed number of fibers such that installation thereof would interfere with the operation of the other cables then installed within the Building conduit or facilities or would create an unreasonable risk of such interference as determined by PROVIDER in its reasonable discretion consistent with generally accepted standards and/or practices in the telecommunications industry.

6. Maintenance and Modification of Interconnect Facilities. USER shall provide all maintenance and repair of the Interconnect Facility on USER's side of the maintenance demarcation point and PROVIDER shall provide all maintenance and repair of the Interconnect facility on PROVIDER's side of the maintenance demarcation point. Any improvement, modification, addition to, relocation, or removal of the Interconnect facility by USER shall be subject to PROVIDER's prior review and written approval. USER shall pay the cost of such improvement, modification, addition to, relocation, or removal of the Interconnect Facility and the cost of repairing any damage due to USER's actions. However, subject to the terms of the Agreement, if PROVIDER initiates relocation or modification of the splice point and/or demarcation point for any Building entrance, such relocation or modification shall be at PROVIDER's Cost. PROVIDER's maintenance responsibility shall be limited to the Interconnect Facilities on its side of the maintenance demarcation point.

EXHIBIT G

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2015

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

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

PRODUCER Techinsurance 1301 S. Central Expy., Suite 115 Allen, TX 75013	CONTACT NAME: PHONE (A/C, No, Ext): 800-668-7020		FAX (A/C, No): 972-390-8484
	E-MAIL ADDRESS: 		
INSURED WireStar Inc. PO Box 10966 College Station, TX 77842	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentinel Insurance Company, Limited		11000
	INSURER B : The Hartford		30104
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	46SBARQ6211	11/2/2014	11/2/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	46SBARQ6211	11/2/2014	11/2/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		46SBARQ6211	11/2/2014	11/2/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	46WBCAQ1438	9/14/2015	9/14/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of College Station, its officials, employees and volunteers insured with regard to the general liability, automobile liability and umbrella excess liability. Waiver of subrogation in favor of the The City of College Station, its officials, employees and volunteers with regard to the general liability, automobile liability, umbrella excess liability, and workers' compensation coverage.

CERTIFICATE HOLDER City of College Station Attn: Risk Management PO BOX 9960 College Station, Texas 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2015

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

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PRODUCER Techinsurance 1301 S. Central Expy., Suite 115 Allen, TX 75013	CONTACT NAME: PHONE (A/C. No. Ext): 800-668-7020		FAX (A/C. No): 972-390-8484
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	INSURER E :		
INSURER F :			

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	46SBARQ6211	11/2/2015	11/2/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y Y	46SBARQ6211	11/2/2015	11/2/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		46SBARQ6211	11/2/2015	11/2/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	46WBCAQ1438	9/14/2015	9/14/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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CERTIFICATE HOLDER City of College Station Attn: Risk Management PO BOX 9960 College Station, Texas 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Legislation Details (With Text)

File #: 15-0556 **Version:** 1 **Name:** Rock Prairie Road Rehab Change Order No. 3
Type: Change Order **Status:** Consent Agenda
File created: 9/19/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of Change Order No. 3 to the construction contract with Angel Brothers, Inc. in the amount of \$78,811.17 for the Rock Prairie Road Rehabilitation project.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [CO#3 signed.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of Change Order No. 3 to the construction contract with Angel Brothers, Inc. in the amount of \$78,811.17 for the Rock Prairie Road Rehabilitation project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order with Angel Brothers, Inc. in the amount of \$78,811.17.

Summary: The project will rehabilitate the Rock Prairie Road pavement from Medical Avenue to William D. Fitch including the replacement of cross roadway drainage culverts.

Change Order No. 3 includes work to mill, remove, and re-stabilize existing subgrade. While trying to mix cement into the existing subgrade, the contractor discovered a section of existing cement treated subgrade that was previously unknown. Their mixing machine was unable to pulverize the material. A milling machine was needed to pulverize the material so it could be mixed and re-stabilized. This change order also increases the amount of geogrid used on the project. While compacting the base material, the contractor and city inspector noticed some sections of the road that did not call for geogrid were pumping. Additional geogrid will be used to help stabilize the area.

Budget & Financial Summary: Funds in the amount of \$1,920,000 are currently budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$1,537,998.49 has been committed or expended to date, leaving \$382,001.51 for this change order and remaining expenses.

Attachments:

1. Change Order No. 3

CHANGE ORDER NO. 3 DATE: 9/1/2015 Contract No. 14-422
P.O. # 150319 PROJECT: Rock Prairie Road Rehab Funded in Whole/Part w CO's Y/N

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

CONTRACTOR: Angel Brothers Enterprises
723 Kruger Canyon
New Branufels, Tx 78132
Ph: 979-776-2135

PURPOSE OF THIS CHANGE ORDER:
This change order adds work to mill and restablize existing cement treated subgrade. This change order also adds additional geo grid.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	SY	Mill Existing Cement Treated Base	\$ 3.55	0	20284.44	\$ 72,009.76
2	LS	Equipment Haul	\$ 1,414.91	0	1	\$ 1,414.91
3	SY	Additional geo grid	\$ 1.90	10640	13475	\$ 5,386.50
Total						\$ 78,811.17

THE NET AFFECT OF THIS CHANGE ORDER IS 4.04% INCREASE.

Line-OBJ: 6561 ORG: 41399971	\$ 78,811.17	
TOTAL CHANGE ORDER	\$ 78,811.17	
ORIGINAL CONTRACT AMOUNT	\$ 1,400,962.80	
CHANGE ORDER NO.1	\$ (46,104.20)	-3.29% Change
CHANGE ORDER NO.2	\$ 23,910.75	1.71% Change
CHANGE ORDER NO.3	\$ 78,811.17	5.63%
REVISED CONTRACT AMOUNT	\$ 1,457,580.52	4.04% Total Change
ORIGINAL CONTRACT TIME	300	Days
TIME EXTENSION NO. 1	7	Days
REVISED CONTRACT TIME	307	Days
SUBSTANTIAL COMPLETION DATE	10-Jan-16	
REVISED SUBSTANTIAL COMPLETION DATE	17-Jan-16	

APPROVED

<p><u>David L. Boag</u> 9-16-15 A/E CONTRACTOR Date</p> <p><u>Mike Pruitt</u> 9-2-15 CONSTRUCTION CONTRACTOR Date</p> <p><u>Casey</u> 9/14/15 PROJECT MANAGER Date</p> <p>_____ CITY ENGINEER Date</p> <p>_____ DEPARTMENT DIRECTOR Date</p>	<p>_____ CHIEF FINANCIAL OFFICER Date</p> <p>_____ CITY ATTORNEY Date</p> <p>_____ CITY MANAGER Date</p>
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Legislation Details (With Text)

File #:	15-0557	Version:	1	Name:	Recycling Franchise Ordinance and Service Agreement
Type:	Contract	Status:		Status:	Consent Agenda
File created:	9/19/2015	In control:		In control:	City Council Regular
On agenda:	10/8/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval of a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.				
Sponsors:	Pete Caler				
Indexes:					
Code sections:					
Attachments:	BVR Contract #-16300002-.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Sustainable City

Recommendation(s): Staff recommends approval of a five (5) year franchise agreement and general services contract with Brazos Valley Recycling for the collection, processing, and marketing of recyclable materials.

Summary: RFP No. 15-053 for residential homes, city-owned buildings and facilities recycling collection closed on August 17, 2015. Brazos Valley Recycling, Texas Commercial Waste, and Central Waste and Recycling were the three responding firms to the RFP. Each firm proposed a single stream recycling collection. Staff has reviewed and ranked the proposals based on the complete response to RFP.

Budget & Financial Summary: Currently, Texas Commercial Waste charges the City \$653,000 annually for recycling services. Under the new franchise agreement and general services contract, the City will pay an annual cost of \$840,283.20. At present, the provision of recycling collection services and associated public education programs accounts for \$2.82 out of the \$14.40 monthly sanitation fee charged to each customer. Staff is not recommending a rate increase at this time.

Attachments:

1. Franchise Agreement & General Services Contract



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 16300002 PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Recycling Collection Franchise Agreement & Service Contract

Project Name:

Single Stream Recycling Initiative

Name of Contractor:

Brazos Valley Recycling

CONTRACT TOTAL VALUE: \$ 840,283.20

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

Debarment Check Yes No N/A

Davis Bacon Wages Used Yes No N/A

Section 3 Plan Incl. Yes No N/A

Buy America Required Yes No N/A

Transparency Report Yes No N/A

NEW CONTRACT **RENEWAL #** _____ **CHANGE ORDER #** _____ **OTHER** _____

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

RFP#15-053 received 3 proposals.

CRC Approval Date*: 7/20/2015 *(if required)** Council Approval Date*: 10/8/2015 Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

ORDINANCE NO. _____

**RECYCLING COLLECTION FRANCHISE AGREEMENT &
GENERAL SERVICE AGREEMENT**

AN ORDINANCE GRANTING CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHT OF WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION ("CITY") FOR THE PURPOSE OF PROVIDING COLLECTION OF RECYCLABLE MATERIALS FROM DESIGNATED CITY FACILITIES, CITY BUILDINGS, AND SINGLE FAMILY RESIDENTIAL HOMES. PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclable Materials; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection Recyclable Materials generated in City limits; and

WHEREAS, the City of College Station desires to exercise the Charter's authority and grant a non-exclusive franchise to CCAA, LLC d/b/a Brazos Valley Recycling for collection of certain Recyclable Materials generated from designated City Facilities, City Buildings, and Single Family Residential Homes in City limits; and

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

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ARTICLE I. DEFINITIONS

1.1 Agreement means this Franchise Ordinance and Service Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclable Materials within the City limits.

1.2 Approved Number of Customers means the maximum number of Single Family Residential Homes, City Buildings, and City Facilities served, which is determined by the City's Representative based on Utility Billing Reports.

1.3 Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.) or Twin Oaks Landfill means the permitted municipal solid waste landfill owned and operated by a Texas local government corporation.

1.4 City Council or Council means the governing body of the City of College Station, Texas.

1.5 City means the City of College Station, a Texas Home Rule Municipal Corporation.

1.6 City's Representative means the Recycling & Environmental Compliance Manager or their designated appointee.

1.7 Collection means the scheduled aggregation of recyclables by Contractor.

1.8 Contaminated means recyclable materials mixed with solid waste or is altered in a way that has become unrecyclable.

1.9 Contractor means the Contractor who is franchised for the collection of recyclable materials.

1.10 Customers mean the locations designated by the City as a City Building or Facility and Single Family Residential Homes.

a. Single Family Residential Home means:

- i. Each residential unit in a building with less than a total of four (4) attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multi-family apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection, and once per week rubbish/brush collection.
- ii. Each single-family detached residential unit or residential units in a building with less than a total of four (4) attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid

waste container and provided with garbage, rubbish, and recycling collection once weekly.

1.11 Receptacle means a weatherproof container easily identifiable and designated for recycling collection.

1.12 Recyclables or Recyclable Materials mean materials recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product. Specifically as described in **Exhibit A**.

1.13 Residue means the materials regularly associated with and attached to recyclable materials, as a part of the original packaging or usage of that material that is not recyclable.

1.14 TAC means the Texas Administrative Code now and as amended.

1.15 TCEQ means the Texas Commission on Environmental Quality.

ARTICLE II. RECYCLING SERVICES

This Agreement is by and between the City of College Station, a Texas Home-Rule Municipal Corporation and CCAA, LLC d/b/a Brazos Valley Recycling to collect, transport, process, and recycle all Recyclable Materials generated by Customers as described in the Scope of Services attached as **Exhibit A**.

ARTICLE III. PAYMENT AND TERM

3.1 Consideration. In consideration for the services performed in the Scope of Services Contractor's completion of the services in conformity with this Agreement the City shall pay the Contractor an amount not to exceed **\$840,283.20**.

3.2 City Buildings and Facilities. City shall pay Contractor for recycling collection, \$3.18 per month per approved City Building or Facility.

3.3 Single Family Residential Home. City shall pay Contractor for recycling collection \$3.18 per month per approved Single Family Residential Home.

3.4 Payment Application. The Contractor will invoice the City monthly for recycling collection. The City will pay the Contractor's invoice within thirty (30) after receipt according to the Texas Prompt Payment Act.

3.5 City's Payment and Approval. The City will pay Contractor for the services performed no later than thirty (30) calendar days from the date of the City's receipt of the payment

application and the City's approval of the services. If any amount due from the City is not paid within sixty (60) days after Contractor's invoice date, Contractor may, with written notice and without terminating this Agreement, suspend collecting and processing of Recyclable Materials until the City has paid any undisputed amount to Contractor.

3.6 Invoice Requirements. Invoices must state on a form approved by the City:

- a. The number and type of Customers collected for the previous month
- b. The per Customer charge
- c. The total invoice amount

3.7 Term. The initial term of the Agreement is for two (2) years with the option to renew for three (3) additional one (1) year terms for a total of five (5) years. Any renewal must be in writing and executed by the parties.

ARTICLE IV. GRANT OF AUTHORITY AND ACCEPTANCE

4.1 City grants Contractor a non-exclusive franchise to operate and establish recycling collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right.

4.2 City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for recycling collection. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

4.3 By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

ARTICLE V. NON-EXCLUSIVE FRANCHISE

5.1 This Agreement is a non-exclusive franchise recycling as described in this Agreement. The City may enter into a contract with another entity for the collection, processing, and disposal of solid waste or Recyclable Materials not covered by the terms of this Agreement. If City develops services or programs resulting other materials that may be recycled, including but not limited to multifamily or commercial recycling, the City shall have the option to market those to any contractor.

5.2 If City and Contractor contract for the collection and recycling of additional materials, those terms will be incorporated into this Agreement with an amendment.

ARTICLE VI. VIOLATION AND PENALTY

- 6.1 Fine.** Any person, firm or corporation violating any provision or term of this Agreement shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 6.2 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of One Hundred Fifty Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The charges shall be deducted from the Contractor's monthly invoice.
- 6.3 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE VII. INDEPENDENT CONTRACTOR

- 7.1 Independent Contractor.** The Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance. The City shall be entitled to a work product as described in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture or partnership.

ARTICLE VIII. INSURANCE

- 8.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 8.2** The Contractor's insurance shall list the City of College Station, its employees, volunteers, and officials as additional insureds. The Required Limits of Insurance are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE IX. INDEMNIFICATION AND RELEASE

- 9.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses,

damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and 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 and services done by the Contractor under this Agreement. Such indemnity shall apply regard less 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 Contractor, or any third party.

- 9.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services 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 Contractor, or any third party.

ARTICLE X. DISPUTES AND MEDIATION

- 10.1 Disputes.** If dispute between City and Contractor arises during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the administration of this Agreement. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 10.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will equally pay for the mediator's services.
- 10.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XI. GENERAL TERMS

- 11.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.
- 11.2 Termination.**
- a. For Convenience.** At any time, the City may terminate this Agreement for convenience, in writing with thirty (30) days' notice. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the termination date.
 - b. For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 11.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 11.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 10.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 11.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statues, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

- 11.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 11.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 11.9 Invalid Provisions.** 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, and if limiting that provision the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 11.10 Entire Agreement.** 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.
- 11.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 11.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 11.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Heather Woolwine
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
hwoolwine@cstx.gov

CCAA, LLC d/b/a Brazos Valley Recycling
Attn: Charles Mancuso
8825 Stewarts Meadow
College Station, TX 77845
werentit@msn.com

- 11.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- A. Scope of Services**
 - B. Insurance Requirements**
 - C. Certificates of Insurance**

- D. List of Recyclable Materials
- E. Collection Method
- F. Collection Schedule

11.15 Public Meetings and Readings. This Agreement was passed adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 8th day of October, 2015.
- b. Second Consideration & Approval on the 22nd day of October, 2015.

PASSED, ADOPTED, and APPROVED by the City of College Station City Council on the _____ day of _____ 2015.

CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

By:  _____

Printed Name: CHARLES MANCUSO

Title: OWNER

Date: 9/10/15

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

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CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: Charles Mancuso

Mayor

Title: Owner

Date: _____

Date: 9/10/15

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

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CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By:  _____

By: _____
Mayor

Printed Name: Charles Mancuso

Title: OWNER

Date: _____

Date: 9/10/15

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

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PASSED, ADOPTED, and APPROVED by the City of College Station City Council on the _____ day of _____ 2015.

CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____
Mayor

Printed Name: Charles Mancuso

Title: Owner

Date: _____

Date: 9/10/15

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

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PASSED, ADOPTED, and APPROVED by the City of College Station City Council on the _____ day of _____ 2015.

CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING

CITY OF COLLEGE STATION

By: 

By: _____
Mayor

Printed Name: Charles Mancuso

Title: owner

Date: _____

Date: 9/10/15

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCOPE OF SERVICES

1. Recyclable Materials Collection Services

- a. **Services.** Contractor shall collect, remove, transport, process, market, and recycle all Recyclable Materials generated by Customers according to **Exhibit D**.
- b. **Receptacles.** Contractor shall provide at the Contractor's cost and use collection receptacles with the approved specifications in this Agreement. Contractor shall maintain an inventory of at least 3,000 receptacles at Contractor's facility.
- c. **Duties.** Contractor shall provide all reasonable, adequate, and necessary supervision, supplies, materials, equipment, labor, insurance, licenses, and permits to fulfill all obligations under this Agreement.

2. Collection Procedures

- a. **Notification.** The City shall be responsible for educating Customers on recycling collection procedures. Notification materials shall be provided at Contractor's expense.
- b. **Placement of Receptacles.** Under no circumstances shall receptacles be placed on public streets, alleys, or thoroughfares without the City's Representative's approval. Contractor shall provide receptacles to Customers within one week of receiving an order request from a Customer or the City Representative. Contractor shall remove receptacle(s) within one week of receiving an order request from a Customer or City Representative.
- c. **Collection.** Contractor shall collect the receptacles containing Recyclable Materials placed on the curb in Customer location. Contractor shall use open bed trucks, trailers, compaction trucks, fully automated, semi-automated, or any combination for the collection of the Recyclable Materials.
- d. **Collection Schedule.** Contractor shall collect Recyclable Materials according to the Collection Schedule attached in **Exhibit F**. The Collection Schedule must be approved by the City. Contractor may only collect Recyclable Materials according to the Collection Schedule, unless a change is approved in writing by the City's Representative. If change is approved, Contractor must provide notice to each designated Customer at its expense and in a manner approved by the City's Representative. The schedule shall divide the City into five (5) areas and provide a collection route for each area.
- e. **Collection Times.** Collection of Recyclable Materials may not start before 8:00 a.m. and must complete collection by 5:00 p.m. In no event shall Contractor perform collection activities between 8:00 p.m. and 8:00 a.m. Contractor shall notify the City's Representative within one (1) hour of any delay in the collection process. Notice of a

delay must be accompanied by Contractor's proposal for completing the scheduled work within a reasonable time. The proposal must be approved by the City's Representative.

- f. **City Holidays.** When scheduled collection day falls on an official City holiday recognized by the City's Sanitation Division, recycling collection may be postponed by one (1) day. When a scheduled collection is postponed due to the observance of a holiday, the City shall notify the affected Customers of the holiday and shall notify the affected customers of their make-up collection date. Notice shall occur no less than forty-eight (48) hours in advance of the observed holiday and shall be approved in advance by the City's Representative. A holiday collection schedule shall be provided six (6) months in advance to the Contractor.
- g. **Force Majeure.** Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by Force Majeure. Such request shall be accompanied by Contractor's proposal for completing scheduled work within a reasonable time frame. Said request shall be subject to approval by the City's Representative.
 - a. The term Force Majeure shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence.

3. Collection and Transport of Recyclables

- a. **Transport.** The Contractor shall only transport collected Recyclable Materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste intended for disposal or any other type of waste from any other project.
- b. **Cover.** During transport of Recyclable Materials all vehicles shall be covered to prevent release of litter.

4. Appearance of Equipment and Personnel

- a. **Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclable Materials collection Customers. The City shall have the right to inspect and approve the appearance of recycling collection equipment. A standby vehicle shall be available at all times for Recyclable Materials collection.
- b. **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement.
- c. **Personnel.** All collection personnel shall wear a City approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work pants.

5. Processing and Marketing

- a. **Marketing and Processing.** Contractor is responsible for the marketing and processing costs/returns of all Recyclable Materials All Recyclable Materials must be processed at certified, registered, or permitted recycling vendors, processing facilities, brokers, toll end users, material recovery facilities, or recycling manufacturers..
- b. **Disposal.** In no case shall any uncontaminated Recyclable Materials be disposed in a landfill.

6. Reporting Requirements

- a. **Activity Report.** With the monthly invoice Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. Contractor's report shall include the following information:
 - i. The Customer collection count, itemized by customer type, collection day, and route
 - ii. Total tonnage of all Recyclable Materials collected, itemized by type of material
 - iii. Total tonnage of all Recyclable Materials collected, but not sold due to rejection and the disposition of those materials
 - iv. Copy of weight tickets from all forms of processing site(s) in accordance with "5. Processing and Marketing"

- v. Reports of all complaints and investigations concerning the collection of Recyclable Materials and the actions taken by Contractor in response to complaints
- vi. Any other information concerning the recycling collection as required by the City's Representative

7. Service Adjustments

Changes in service including the type and size equipment, the frequency or service type, and rates may be amended in writing by the parties.

8. Responsibility for Receptacle, Equipment, & Access

Contractor furnished receptacles or equipment will remain Contractor's property. Customers shall only use the receptacle(s) for its proper and intended purpose and shall not overload (by weight or volume) or alter the receptacle. Customers shall provide safe and unobstructed access to the receptacles or equipment on the scheduled collection day.

9. Receptacle Replacement or Repair Cost

If the Customers' receptacle is lost, stolen, damaged, or destroyed, Contractor will determine the repair or replacement cost based on new model prices. The repair or replacement cost will include all part(s), decals, complete container(s), repair, and labor. If it is determined a Customer intentionally or negligently damages the Contractor's receptacles or equipment then the Customer may be invoiced by the City for the damages. It is the Customer's responsibility to file police reports for stolen or vandalized containers.

10. Inspection of Records and Operations

- a. **Facilities.** The City shall have the right to inspect the facilities, equipment, personnel, and operations of the Contractor to investigate compliance with this Agreement.
- b. **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but not limited to information concerning the quality and quantity of Recyclable Materials collected, processed, and sold; number Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclable Materials, as well as amounts paid by Contractor for recycling collection equipment.
- c. **Records Retention.** Contractor shall retain all records associated with this agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City shall remain confidential according to the Texas Open Records Act. The City agrees

to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

11. Complaints Regarding Service

- a. Intake.** Contractor shall make practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt. Any missed collection, whether real or alleged, shall be the collection responsibility of the Contractor.

- b. Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with section "6. Reporting Requirements"

12. Termination of Individual Service

In the event that Contractor wants to terminate service to any Customer, Contractor must send a written request and state the reason for termination to the City's Representative. The City's Representative shall have the right to review such request for a period of five (5) business days. The City's Representative shall make the final determination regarding any termination of individual service.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I) Standard Insurance Policies Required:

- A) Commercial General Liability**
- B) Business Automobile Liability**
- C) Workers' Compensation**

II) General Requirements Applicable to All Policies:

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

III) Commercial General Liability

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

IV) Business Automobile Liability

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

V) Workers' Compensation Insurance

- A) Pursuant to the requirements set forth in Title 28, Section 10.10 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a Workers' Compensation policy, either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the Subcontractors' employees. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B) Workers compensation insurance shall include the following terms:
 - 1) Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

VI) Title 28, Section 110.IIO(c) (7)

A) Pursuant to the explicit terms of Title 28, Section 110.IIO(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

1) Definitions:

- (1) Certificate of coverage ("certificate")** - An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project for the duration of the project.
- (2) Duration of the project** - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- (3) Persons providing services on the project ("subcontractors" in § 406. 096 [of the Texas Labor Code])** - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401. 011(44) for all employees of the Contractor providing services on the project, for the duration of the project.**
- 3) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.**
- 4) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the**

coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- 5) The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 6) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 7) The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 8) The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9) The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5)** retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6)** notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7)** Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- 10)** By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11)** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."



ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED CCAA, LLC dba Brazos Valley Recycling, LLC; The Big Dumpster P.O. Box 5449 Bryan TX 77801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella is follow form and sits over General Liability and Automobile Liability.

CravensWarren

Insurance • Bonds • Benefits

TO CERTIFICATE HOLDER:

Our agency is issuing the enclosed certificate of insurance on behalf of Brazos Valley Recycling Management, Inc. a client of G&A Partners, a Professional Employer Organization (PEO).

G&A and Brazos Valley Recycling Management, Inc. are co-employer's of Brazos Valley Recycling Management, Inc.'s leased employees. G&A is the employer of record for Workers Compensation and extends coverage from that policy to Brazos Valley Recycling Management, Inc through an Alternate Employer Endorsement, which is shown on your Certificate of Insurance.

Effective January 1st, Texas Senate Bill 425 became law mandating specific requirements regarding Certificates of Insurance. Under this new law Certificate of Insurance forms must be filed and approved by the Texas Department of Insurance before they can be used. In addition, Insurance agents or *Certificate Holders* that do not follow the new law could incur significant penalties. And any person who willfully violates this law is subject to a civil penalty of not more than \$1,000 for each violation.

For this reason, we are restricted on what we can state on Certificates of Insurance and can not type any special wording beyond what is allowed by statute. Attached we have included G&A's Blanket Alternate Employer Endorsement which applies to all clients of G&A.

We hope you will understand our position and ask that you give us a call if you have any questions or comments.

Sincerely,

Cravens/Warren Insurance Agency, Inc dba
Cravens/Warren & Company

NOTEPAD:HOLDER CODE CITCOLL
INSURED'S NAME G&A Outsourcing, Inc. dbaBRAZO-8
OP ID: MJPAGE 2
Date 09/17/2015

The Workers Compensation policy includes Form #WC4203 04 A Texas Waiver of Our Right to Recover From Others Endorsement-Specific waiver in favor of City of College Station.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

<u>Alternate Employer</u>	<u>Address</u>	<u>State of Special or Temporary Employment</u>
BRAZOS VALLEY RECYCLING MANAGEMENT INC	8825 STEWARTS MDWS COLLEGE STATION, TX 77845-8536	TEXAS

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001076234 20150223 of the Texas Mutual Insurance Company

Issued to G & A OUTSOURCING INC

DBA: G & A PARTNERS

Premium \$

NCCI Carrier Code 29939

WC000301 (ED. 1-94)

Endorsement No.



Authorized Representative

EXHIBIT C. CERTIFICATES OF INSURANCE

EXHIBIT D. RECYCLABLE MATERIALS COLLECTED

Accepted Materials

- 1. Aluminum Beverage Cans**
- 2. Catalogues**
- 3. Cardboard (OCC)**
- 4. Glass: All Colors**
- 5. Newspapers and Magazines/Ad Slicks**
- 6. Mixed Paper**
- 7. Plastic HDPE – high density polyethylene (all types and colors)**
- 8. Plastic PETE – polyethylene terephthalate (all types and colors, not to include bags)**
- 9. Shredded Paper, bagged**
- 10. Steel Cans**
- 11. Telephone Books**
- 12. White Paper**

EXHIBIT E. COLLECTION METHOD

Customers will be serviced bi-weekly (every two weeks), using two (2) side-load automated collection vehicles, Monday-Friday.

EXHIBIT F. COLLECTION SCHEDULE



Legislation Details (With Text)

File #:	15-0559	Version:	1	Name:	Southland Drainage Improvements Change Order No. 1
Type:	Change Order	Status:			Consent Agenda
File created:	9/19/2015	In control:			City Council Regular
On agenda:	10/8/2015	Final action:			
Title:	Presentation, possible action, and discussion regarding approval of Change Order No. 1 to the design contract in the amount of \$11,285 for the Southland Drainage Improvements project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Map.pdf CO#1 signed.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of Change Order No. 1 to the design contract in the amount of \$11,285 for the Southland Drainage Improvements project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order with Binkley & Barfield, Inc. in the amount of \$11,285.

Summary: The Southland Drainage project will install drainage improvements along a Bee Creek tributary just east of Southland Street including excavation and a drainage channel to increase storage capacity and increase conveyance in the creek. The project will also extend the existing waterline along Southland Street to the Parkway Circle Apartments to loop the existing waterline serving Parkway Circle.

The change order adds services to the original scope of work for extending and looping the existing waterline in the Copper Creek Condos to the existing waterline along Southland Street. The change order also adds extra work for redesigns and extra coordination for the proposed excavation along the creek.

Budget & Financial Summary: The total project budget is \$305,250 and \$56,951.02 has been expended or committed to date, leaving a balance of \$248,298.98 for the remainder of the project.

Attachments:

1. Change Order No. 1
2. Project Map



CHANGE ORDER NO. 1 DATE: 7/29/2015 Contract No. 14-222
P.O. # 140537 PROJECT: Southland Drainage Improvements Funded in Whole/Part w CO's Y/N

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

CONTRACTOR: Binkley Barfield
3452 Rock Prairie Road West
College Station, Tx 77845
Ph: 979-703-1809

PURPOSE OF THIS CHANGE ORDER:
Item 1- Adds extra surveying needed for waterline
Item 2- Adds extra design work for the extension of the waterline in the Copper Creek development to tie into Southland waterline.
Item 3- Adds extra work for redsigns

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional Survey	\$ 1,500.00	0	1	\$ 1,500.00
2	LS	Additional Waterline Design	\$ 4,775.00	0	1	\$ 4,775.00
3	LS	Extra Work	\$ 5,010.00	0	1	\$ 5,010.00
					Total	\$ 11,285.00

THE NET AFFECT OF THIS CHANGE ORDER IS 25.87% INCREASE

Line-OBJ: 6561 ORG: 41399971	\$ 5,010.00	
Line- WF1656673/WTWOC	\$ 6,275.00	
TOTAL CHANGE ORDER	\$ 11,285.00	
ORIGINAL CONTRACT AMOUNT	\$ 43,620.00	
CHANGE ORDER NO.1	\$ 11,285.00	25.87% Change
REVISED CONTRACT AMOUNT	\$ 54,905.00	25.87% Total Change
ORIGINAL CONTRACT TIME	0	Days
TIME EXTENSION NO. 1	0	Days
REVISED CONTRACT TIME	0	Days
SUBSTANTIAL COMPLETION DATE	NA	
REVISED SUBSTANTIAL COMPLETION DATE	NA	

APPROVED

 8/12/15	_____
A/E CONTRACTOR Date	CHIEF FINANCIAL OFFICER Date
- NA -	_____
CONSTRUCTION CONTRACTOR Date	CITY ATTORNEY Date
 8/12/15	_____
PROJECT MANAGER Date	CITY MANAGER Date
_____	_____
CITY ENGINEER Date	MAYOR Date
_____	_____
DEPARTMENT DIRECTOR Date	CITY SECRETARY Date



Legislation Details (With Text)

File #: 15-0565 **Version:** 1 **Name:** City Branded Uniforms
Type: Presentation **Status:** Consent Agenda
File created: 9/22/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion authorizing the award of Bid No. 15-080 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$40,000) and Monograms and More (\$40,000) and Promotional Designs, Inc. (\$40,000) for a combined annual estimated expenditure of \$120,000.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion authorizing the award of Bid No. 15-080 for the purchase of City branded uniforms for Parks athletic programs and for other City departments with CC Creations (\$40,000) and Monograms and More (\$40,000) and Promotional Designs, Inc. (\$40,000) for a combined annual estimated expenditure of \$120,000.

Relationship to Strategic Goals: Financially Sustainable City

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

Summary: Four (4) sealed, competitive bid were received and opened on Thursday, September 3, 2015. The bid submitted by Aramark Uniform Services was not considered for award due to being incomplete. The recommended awards are based on varying line item pricing between the three remaining bids. These awards will give departments more options when needing to place uniform orders.

These purchases will be made as needed during the term of the agreement. Approximately 70% (\$84,000) of the total expenditure will be utilized by the Athletic Division in the Parks and Recreation Department for league play: adult softball, volleyball, flag football, youth softball, volleyball, flag football, basketball, challenger sports and swim teams. The cost of these shirts are calculated into the registration fees charged to program participants and are recovered by the Parks and Recreation Department through these registration fees.

The other 30% (\$36,000) of shirts purchased will be used as employee uniforms for Fire, Public Works, Electric, etc.

This will be a one year price agreement with two possible one year renewals.

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

File #: 15-0565, **Version:** 1

Legal Reviewed: N/A

Attachments: Tabulation, ITB 15-080



City of College Station - Purchasing Division
Bid Tabulation for No. 15-080
"Purchase of T-Shirts, Caps and Polos"
Opened: Thursday September 3, 2013

ITEM	QTY	DESCRIPTION	Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
			Salem, VA	College Station, TX	College Station, TX	Dallas, TX
1	3300	Adult T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/ seamless collar. (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	8000	8000	8000	8000
		Weight	5.6	5.6	5.6	
		Standard Qty Order (12 - X each)	47	23	23	143
		Large Qty Order (Over X each)	48	24	24	144
	White:	Standard Qty Price	\$6.29	\$3.15	\$3.10	\$2.40
		Large Qty Price	\$6.29	\$2.15	\$2.10	\$2.30
		Special Orders (1-11 each)	n/a	\$5.60	\$5.50	\$2.90
		Size 2X-3X	\$7.69	\$1.50	\$1.50	\$2.50
		Size 4X-5X	\$7.69	\$2.00	\$2.00	\$3.00
	Light Colors:	Standard Qty Price	\$6.29	\$3.55	\$3.55	\$2.60
		Large Qty Price	\$6.29	\$2.55	\$2.55	\$2.50
		Special Orders (1-11 each)	n/a	\$5.60	\$5.50	\$3.10
		Size 2X-3X	\$7.69	\$1.75	\$1.75	\$2.50
		Size 4X-5X	\$7.69	\$2.25	\$2.25	\$3.00
	Dark Colors:	Standard Qty Price	\$6.29	\$3.80	\$3.85	\$2.70
		Large Qty Price	\$6.29	\$2.80	\$2.85	\$2.60
		Special Orders (1-11 each)	n/a	\$5.95	\$6.00	\$3.20
		Size 2X-3X	\$7.69	\$2.50	\$2.00	\$2.50
		Size 4X-5X	\$7.69	\$2.50	\$2.50	\$3.00
		AVG ANNUAL STANDARD QTY PRICE	\$20,757.00	\$11,550.00	\$11,550.00	\$8,470.00
		AVG ANNUAL LARGE QTY PRICE	\$20,757.00	\$8,250.00	\$8,250.00	\$8,140.00
2	600	Adult T-Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. No Pocket. 100% Preshrunk Cotton (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	2000	2000	2000	2000
		Weight	6.1	6.1	6.1	
		Standard Qty Order (12 - X each)	47	23	23	143
		Large Qty Order (Over X each)	48	24	24	144
	White:	Standard Qty Price	\$6.29	\$3.25	\$3.20	\$2.40
		Large Qty Price	\$6.29	\$2.25	\$2.20	\$2.30
		Special Orders (1-11 each)	n/a	\$6.00	\$5.95	\$2.90
		Size 2X-3X	\$7.69	\$1.50	\$1.50	\$2.50
		Size 4X-5X	\$7.69	\$2.00	\$2.00	\$3.00
	Light Colors:	Standard Qty Price	\$6.29	\$3.75	\$3.75	\$2.60
		Large Qty Price	\$6.29	\$2.75	\$2.75	\$2.50
		Special Orders (1-11 each)	n/a	\$6.25	\$6.25	\$3.10
		Size 2X-3X	\$7.69	\$1.75	\$1.75	\$2.50
		Size 4X-5X	\$7.69	\$2.25	\$2.25	\$3.00
	Dark Colors:	Standard Qty Price	\$6.29	\$4.00	\$4.05	\$2.70
		Large Qty Price	\$6.29	\$3.00	\$3.05	\$2.60
		Special Orders (1-11 each)	n/a	\$6.50	\$6.55	\$3.20
		Size 2X-3X	\$7.69	\$2.00	\$2.00	\$2.50
		Size 4X-5X	\$7.69	\$2.50	\$2.50	\$3.00
		AVG ANNUAL STANDARD QTY PRICE	\$3,774.00	\$2,200.00	\$2,200.00	\$1,540.00
		AVG ANNUAL LARGE QTY PRICE	\$3,774.00	\$1,600.00	\$1,600.00	\$1,480.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
3	450	Adult T- Shirt, Long Sleeve, Taped neck and shoulders, double needle neck and hem. (No Pocket) (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	8400	8400	8400	8400
		Weight	5.6	5.6	5.6	
		Standard Qty Order (12 - X each)	47	23	23	144
		Large Qty Order (Over X each)	48	24	24	144
	White:	Standard Qty Price	\$9.09	\$7.40	\$7.35	\$4.70
		Large Qty Price	\$9.09	\$6.40	\$6.35	\$4.50
		Special Orders (1-11 each)	n/a	\$9.40	\$9.35	\$5.20
		Size 2X-3X	\$10.49	\$1.50	\$1.50	\$2.00
		Size 4X-5X	\$10.49	\$2.00	\$2.00	\$3.00
	Light Colors:	Standard Qty Price	\$9.09	\$7.90	\$7.90	\$5.40
		Large Qty Price	\$9.09	\$6.90	\$6.90	\$5.20
		Special Orders (1-11 each)	n/a	\$9.90	\$9.90	\$5.90
		Size 2X-3X	\$10.49	\$1.75	\$1.75	\$2.00
		Size 4X-5X	\$10.49	\$2.25	\$2.25	\$3.00
	Dark Colors:	Standard Qty Price	\$9.09	\$8.40	\$8.45	\$6.00
		Large Qty Price	\$9.09	\$6.40	\$6.45	\$5.80
		Special Orders (1-11 each)	n/a	\$10.40	\$10.45	\$6.50
		Size 2X-3X	\$10.49	\$2.00	\$2.00	\$2.00
		Size 4X-5X	\$10.49	\$2.25	\$2.50	\$3.00
		AVG ANNUAL STANDARD QTY PRICE	\$4,090.50	\$3,555.00	\$3,555.00	\$2,415.00
		AVG ANNUAL LARGE QTY PRICE	\$4,090.50	\$2,955.00	\$2,955.00	\$2,325.00
4	250	Youth Competitor T- Shirt, Short Sleeve, Set-in Sleeves (No Pocket) (S-XLG)				
		Manufacturer	No Bid	Sport Tek	Sport Tek	Sport Tek
		Product/Style No.		YST 350	YST350	YST350
		Weight		3.8	3.8	
		Standard Qty Order (12 - X each)		23	23	143
		Large Qty Order (Over X each)		24	24	144
	White:	Standard Qty Price		\$5.69	\$5.70	\$4.50
		Large Qty Price		\$5.59	\$5.60	\$4.30
		Special Orders (1-11 each)		\$10.59	\$10.60	\$4.95
		Size 2X-3X		\$1.50	\$1.50	
		Size 4X-5X		\$2.00	\$2.00	
	Light Colors:	Standard Qty Price		\$5.69	\$5.70	\$4.50
		Large Qty Price		\$5.59	\$5.60	\$4.30
		Special Orders (1-11 each)		\$10.59	\$10.60	\$4.95
		Size 2X-3X		\$1.50	\$1.50	
		Size 4X-5X		\$2.00	\$2.00	
	Dark Colors:	Standard Qty Price		\$5.69	\$5.70	\$4.50
		Large Qty Price		\$5.59	\$5.60	\$4.30
		Special Orders (1-11 each)		\$10.59	\$10.60	\$4.95
		Size 2X-3X		\$1.50	\$1.50	
		Size 4X-5X		\$2.00	\$2.00	
		AVG ANNUAL STANDARD QTY PRICE		\$1,422.50	\$1,425.00	\$1,125.00
		AVG ANNUAL LARGE QTY PRICE		\$1,397.50	\$1,400.00	\$1,075.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
5	200	Adult Competitor T- Shirt, Short Sleeve, Set-in Sleeves (No Pocket) (S-XLG)				
		Manufacturer	Wearguard	Sport Tek	Sport Tek	Sport Tek
		Product/Style No.	31136	ST350	ST350	ST350
		Weight	4.3	3.8	3.8	
		Standard Qty Order (12 - X each)	47	23	23	143
		Large Qty Order (Over X each)	48	24	24	144
	White:	Standard Qty Price	\$11.89	\$6.09	\$6.08	\$5.00
		Large Qty Price	\$11.89	\$5.99	\$5.98	\$4.80
		Special Orders (1-11 each)	n/a	\$11.59	\$11.58	\$5.45
		Size 2X-3X	\$14.69	\$1.50	\$1.50	\$6.75
		Size 4X-5X	\$14.69	\$2.50	\$1.50	\$7.25
	Light Colors:	Standard Qty Price	\$11.89	\$6.09	\$6.08	\$5.00
		Large Qty Price	\$11.89	\$5.99	\$5.98	\$4.80
		Special Orders (1-11 each)	n/a	\$11.59	\$11.58	\$5.45
		Size 2X-3X	\$14.69	\$1.50	\$1.50	\$6.75
		Size 4X-5X	\$14.69	\$2.50	\$1.50	\$7.25
	Dark Colors:	Standard Qty Price	\$11.89	\$6.09	\$6.08	\$5.00
		Large Qty Price	\$11.89	\$5.99	\$5.98	\$4.80
		Special Orders (1-11 each)	n/a	\$11.59	\$11.58	\$5.45
		Size 2X-3X	\$14.69	\$1.50	\$1.50	\$6.75
		Size 4X-5X	\$14.69	\$2.50	\$1.50	\$7.25
		AVG ANNUAL STANDARD QTY PRICE	\$2,378.00	\$1,218.00	\$1,216.00	\$1,000.00
		AVG ANNUAL LARGE QTY PRICE	\$2,378.00	\$1,198.00	\$1,196.00	\$960.00
6	300	Adult Polyester T- Shirt, Short Sleeve (No Pocket) (S-XLG)				
		Manufacturer	No Bid	Sport Tek	Sport Tek	Sport Tek
		Product/Style No.		T473	T473	T473
		Weight		3.8	3.8	
		Standard Qty Order (12 - X each)		23	23	143
		Large Qty Order (Over X each)		24	24	144
	White:	Standard Qty Price		\$9.99	\$10.00	\$9.50
		Large Qty Price		\$9.89	\$9.90	\$9.20
		Special Orders (1-11 each)		\$14.99	\$15.00	\$9.95
		Size 2X-3X		\$1.50	\$1.50	\$11.75
		Size 4X-5X		\$2.00	\$2.00	\$14.50
	Light Colors:	Standard Qty Price		\$9.99	\$10.00	\$9.50
		Large Qty Price		\$9.89	\$9.90	\$9.20
		Special Orders (1-11 each)		\$14.99	\$15.00	\$9.95
		Size 2X-3X		\$1.50	\$1.50	\$11.75
		Size 4X-5X		\$2.00	\$2.00	\$14.50
	Dark Colors:	Standard Qty Price		\$9.99	\$10.00	\$9.50
		Large Qty Price		\$9.89	\$9.90	\$9.20
		Special Orders (1-11 each)		\$14.99	\$15.00	\$9.95
		Size 2X-3X		\$1.50	\$1.50	\$11.75
		Size 4X-5X		\$2.00	\$2.00	\$14.50
		AVG ANNUAL STANDARD QTY PRICE		\$2,997.00	\$3,000.00	\$2,850.00
		AVG ANNUAL LARGE QTY PRICE		\$2,967.00	\$2,970.00	\$2,760.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
7	500	Adult Classic Mesh Reversible Tank Double layer construction, tag at hem on color side (No Pocket) (S-XLG)				
		Manufacturer	No Bid	Sport Tek	Sport Tek	Sport Tek
		Product/Style No.		ST500	ST500	ST500
		Weight		3.5	3.5	
		Standard Qty Order (12 - X each)		23	23	143
		Large Qty Order (Over X each)		24	24	144
		White: Standard Qty Price		\$8.99	\$9.00	\$8.25
		Large Qty Price		\$8.89	\$8.90	\$8.00
		Special Orders (1-11 each)		\$14.99	\$15.00	\$8.75
		Size 2X-3X		\$1.50	\$1.50	\$10.75
		Size 4X-5X		\$2.00	\$2.00	\$13.50
		Light Colors: Standard Qty Price		\$8.99	\$9.00	\$8.25
		Large Qty Price		\$8.89	\$8.90	\$8.00
		Special Orders (1-11 each)		\$14.99	\$15.00	\$8.75
		Size 2X-3X		\$1.50	\$1.50	\$10.75
		Size 4X-5X		\$2.00	\$2.00	\$13.50
		Dark Colors: Standard Qty Price		\$8.99	\$9.00	\$8.25
		Large Qty Price		\$8.89	\$8.90	\$8.00
		Special Orders (1-11 each)		\$14.99	\$15.00	\$8.75
		Size 2X-3X		\$1.50	\$1.50	\$10.75
		Size 4X-5X		\$2.00	\$2.00	\$13.50
		AVG ANNUAL STANDARD QTY PRICE		\$4,495.00	\$4,500.00	\$4,125.00
		AVG ANNUAL LARGE QTY PRICE		\$4,445.00	\$4,450.00	\$4,000.00
8	500	Youth Classic Mesh Reversible Tank Double layer construction, tag at hem on color side (No Pocket) (S-XLG)				
		Manufacturer	No Bid	Sport Tek	Sport Tek	Sport Tek
		Product/Style No.		YST500	YST500	YST500
		Weight		3.5	3.5	
		Standard Qty Order (12 - X each)		23	23	143
		Large Qty Order (Over X each)		24	24	144
		White: Standard Qty Price		\$8.99	\$9.00	\$6.95
		Large Qty Price		\$8.89	\$8.90	\$6.70
		Special Orders (1-11 each)		\$14.99	\$15.00	\$7.45
		Size 2X-3X		\$1.50	\$1.50	
		Size 4X-5X		\$2.00	\$2.00	
		Light Colors: Standard Qty Price		\$8.99	\$9.00	\$6.95
		Large Qty Price		\$8.89	\$8.90	\$6.70
		Special Orders (1-11 each)		\$14.99	\$15.00	\$7.45
		Size 2X-3X		\$1.50	\$1.50	
		Size 4X-5X		\$2.00	\$2.00	
		Dark Colors: Standard Qty Price		\$8.99	\$9.00	\$6.95
		Large Qty Price		\$8.89	\$8.90	\$6.70
		Special Orders (1-11 each)		\$14.99	\$15.00	\$7.45
		Size 2X-3X		\$1.50	\$1.50	
		Size 4X-5X		\$2.00	\$2.00	
		AVG ANNUAL STANDARD QTY PRICE		\$4,495.00	\$4,500.00	\$3,475.00
		AVG ANNUAL LARGE QTY PRICE		\$4,445.00	\$4,450.00	\$3,350.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
9	3000	Adult T- Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. (With Pocket) (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	2300	2300	2300	2300
		Weight	6.1	6.1	6.1	6.1
		Standard Qty Order (12 - X each)	47	23	23	143
		Large Qty Order (Over X each)	48	24	24	144
	White:	Standard Qty Price	\$6.99	\$5.40	\$5.35	\$4.75
		Large Qty Price	\$6.99	\$4.40	\$4.35	\$4.55
		Special Orders (1-11 each)	n/a	\$7.40	\$7.35	\$5.25
		Size 2X-3X	\$8.39	\$1.50	\$1.50	\$2.50
		Size 4X-5X	\$8.39	\$2.00	\$2.00	\$2.75
	Light Colors:	Standard Qty Price	\$6.99	\$5.90	\$5.90	\$5.50
		Large Qty Price	\$6.99	\$4.90	\$4.90	\$5.30
		Special Orders (1-11 each)	n/a	\$7.90	\$7.90	\$6.00
		Size 2X-3X	\$8.39	\$1.75	\$1.75	\$2.50
		Size 4X-5X	\$8.39	\$2.25	\$2.25	\$2.75
	Dark Colors:	Standard Qty Price	\$6.99	\$6.40	\$6.45	\$6.30
		Large Qty Price	\$6.99	\$5.40	\$5.45	\$6.10
		Special Orders (1-11 each)	n/a	\$8.40	\$8.45	\$6.80
		Size 2X-3X	\$8.39	\$2.00	\$2.00	\$2.50
		Size 4X-5X	\$8.39	\$2.25	\$2.50	\$2.75
		AVG ANNUAL STANDARD QTY PRICE	\$20,970.00	\$17,700.00	\$17,700.00	\$16,550.00
		AVG ANNUAL LARGE QTY PRICE	\$20,970.00	\$14,700.00	\$14,700.00	\$15,950.00
10	400	Adult T- Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. (S-2XLG)				
		Manufacturer	No Bid	Hanes	Hanes	Hanes
		Product/Style No.		5180	5180	5180
		Weight		6.1	6.1	
		Standard Qty Order (12 - X each)		23	23	143
		Large Qty Order (Over X each)		24	24	144
	White:	Standard Qty Price		\$3.57	\$3.55	\$4.20
		Large Qty Price		\$2.90	\$2.55	\$4.00
		Special Orders (1-11 each)		\$5.10	\$5.05	\$4.70
		Size 2X-3X		\$1.50	\$1.50	\$2.50
		Size 4X-5X		\$2.00	\$2.00	\$2.75
	Light Colors:	Standard Qty Price		\$4.40	\$4.40	\$4.40
		Large Qty Price		\$3.40	\$3.40	\$4.20
		Special Orders (1-11 each)		\$6.40	\$6.40	\$4.90
		Size 2X-3X		\$1.75	\$1.75	\$2.50
		Size 4X-5X		\$2.25	\$2.25	\$2.75
	Dark Colors:	Standard Qty Price		\$4.70	\$4.70	\$4.60
		Large Qty Price		\$3.70	\$3.70	\$4.40
		Special Orders (1-11 each)		\$6.70	\$6.70	\$5.10
		Size 2X-3X		\$2.00	\$2.00	\$2.50
		Size 4X-5X		\$2.25	\$2.50	\$2.75
		AVG ANNUAL STANDARD QTY PRICE		\$1,689.33	\$1,686.67	\$1,760.00
		AVG ANNUAL LARGE QTY PRICE		\$1,333.33	\$1,286.67	\$1,680.00



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11	100	Adult T- Shirt, Long Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. (No Pocket) (S-XLG)				
		Manufacturer	Gildan	Gildan	Gildan	Gildan
		Product/Style No.	2400	2400	2400	2400
		Weight	5.6	6.1	6.1	
		Standard Qty Order (12 - X each)	47	23	23	143
		Large Qty Order (Over X each)	48	24	24	144
	White:	Standard Qty Price	\$9.09	\$7.50	\$7.45	\$4.40
		Large Qty Price	\$9.09	\$6.50	\$6.45	\$4.20
		Special Orders (1-11 each)	n/a	\$9.50	\$9.45	\$4.90
		Size 2X-3X	\$10.49	\$1.50	\$1.50	\$2.50
		Size 4X-5X	\$10.49	\$2.00	\$2.00	\$3.00
	Light Colors:	Standard Qty Price	\$9.09	\$8.00	\$8.00	\$5.30
		Large Qty Price	\$9.09	\$7.00	\$7.00	\$5.10
		Special Orders (1-11 each)	n/a	\$9.90	\$9.50	\$5.80
		Size 2X-3X	\$10.49	\$1.75	\$1.75	\$2.50
		Size 4X-5X	\$10.49	\$2.25	\$2.25	\$3.00
	Dark Colors:	Standard Qty Price	\$9.09	\$8.25	\$8.30	\$5.70
		Large Qty Price	\$9.09	\$7.25	\$7.30	\$5.50
		Special Orders (1-11 each)	n/a	\$10.25	\$10.25	\$6.20
		Size 2X-3X	\$10.49	\$2.00	\$2.00	\$2.50
		Size 4X-5X	\$10.49	\$2.25	\$2.50	\$3.00
		AVG ANNUAL STANDARD QTY PRICE	\$909.00	\$791.67	\$791.67	\$513.33
		AVG ANNUAL LARGE QTY PRICE	\$909.00	\$691.67	\$691.67	\$493.33
12	300	Youth T- Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. (S-M-L)				
		Manufacturer	No Bid	Gildan	Gildan	Gildan
		Product/Style No.		8000 B	8000B	8000B
		Weight		5.6	5.6	
		Standard Qty Order (12 - X each)		23	23	143
		Large Qty Order (Over X each)		24	24	144
	White:	Standard Qty Price		\$3.15	\$3.10	\$2.50
		Large Qty Price		\$2.50	\$2.12	\$2.30
		Special Orders (1-11 each)		\$5.15	\$5.10	\$2.95
	Light Colors:	Standard Qty Price		\$3.55	\$3.55	\$2.80
		Large Qty Price		\$2.55	\$2.55	\$2.60
		Special Orders (1-11 each)		\$5.55	\$5.50	\$3.25
	Dark Colors:	Standard Qty Price		\$3.80	\$3.80	\$2.90
		Large Qty Price		\$2.80	\$2.80	\$2.70
		Special Orders (1-11 each)		\$5.80	\$5.80	\$3.35
		AVG ANNUAL STANDARD QTY PRICE		\$1,050.00	\$1,045.00	\$820.00
		AVG ANNUAL LARGE QTY PRICE		\$785.00	\$747.00	\$760.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
13	700	Youth T- Shirt, Short Sleeve, Taped shoulder to shoulder, double needle sleeve and bottom hem w/seamless collar. (No Pocket) (S-M-L)				
		Manufacturer	No Bid	Gildan	Gildan	Gildan
		Product/Style No.		2000B	2000B	2000B
		Weight		6.1	6.1	
		Standard Qty Order (12 - X each)		23	23	143
		Large Qty Order (Over X each)		24	24	144
	White:	Standard Qty Price		\$3.15	\$3.15	\$2.50
		Large Qty Price		\$2.15	\$2.15	\$2.30
		Special Orders (1-11 each)		\$5.15	\$5.15	\$2.95
	Light Colors:	Standard Qty Price		\$3.55	\$3.55	\$2.80
		Large Qty Price		\$2.55	\$2.55	\$2.60
		Special Orders (1-11 each)		\$5.55	\$5.55	\$3.25
	Dark Colors:	Standard Qty Price		\$3.80	\$3.75	\$2.90
		Large Qty Price		\$2.80	\$2.75	\$2.70
		Special Orders (1-11 each)		\$5.80	\$5.75	\$3.35
		AVG ANNUAL STANDARD QTY PRICE		\$2,450.00	\$2,438.33	\$1,913.33
		AVG ANNUAL LARGE QTY PRICE		\$1,750.00	\$1,738.33	\$1,773.33
14	1000	Adult Polo, Short Sleeve, Welt Knit Collar and Cuffs 2 Button Plackets, Double Needle Bottom Hem. (S-XLG)				
		Manufacturer	Wearguard	Jerzees	Jerzees	Jerzees
		Product/Style No.	11138	437	437	437
		Standard Qty Order (12 - X each)		71	71	71
		Large Qty Order (Over X each)		72	72	72
	White:	Standard Qty Price	\$16.79	\$6.25	\$6.20	\$5.70
		Large Qty Price	\$16.79	\$5.25	\$5.20	\$5.50
		Special Orders (1-11 each)	n/a	\$8.25	\$8.20	\$6.10
		Size 2X-3X	\$19.59	\$1.50	\$1.50	\$2.75
		Size 4X-5X	\$19.59	\$2.00	\$2.00	\$2.75
	Light Colors:	Standard Qty Price	\$16.79	\$6.75	\$6.75	\$5.80
		Large Qty Price	\$16.79	\$5.75	\$5.75	\$5.60
		Special Orders (1-11 each)	n/a	\$8.75	\$8.75	\$6.20
		Size 2X-3X	\$19.59	\$1.75	\$1.75	\$2.75
		Size 4X-5X	\$19.59	\$2.25	\$2.25	\$2.75
	Dark Colors:	Standard Qty Price	\$16.79	\$7.00	\$7.05	\$5.90
		Large Qty Price	\$16.79	\$6.00	\$6.05	\$5.70
		Special Orders (1-11 each)	n/a	\$9.00	\$9.05	\$6.30
		Size 2X-3X	\$19.59	\$2.00	\$2.00	\$2.75
		Size 4X-5X	\$19.59	\$2.50	\$2.50	\$2.75
		AVG ANNUAL STANDARD QTY PRICE	\$16,790.00	\$6,666.67	\$6,666.67	\$5,800.00
		AVG ANNUAL LARGE QTY PRICE	\$16,790.00	\$5,666.67	\$5,666.67	\$5,600.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
15	100	Adult Polo, Short Sleeve, Welt Knit Collar and Cuffs 2 Button Plackets, Double Needle Bottom Hem W/Pocket. (S-XLG)				
		Manufacturer	Wearguard	Gildan	Gildan	Port Authority
		Product/Style No.	23470	G458	G458	K420P
		Standard Qty Order (12 - X each)	47	23	23	36
		Large Qty Order (Over X each)	48	24	24	37
	White:	Standard Qty Price	\$13.99	\$14.00	\$14.10	\$16.25
		Large Qty Price	\$13.99	\$13.50	\$13.10	\$15.95
		Special Orders (1-11 each)	\$13.99	\$18.00	\$18.10	\$16.75
		Size 2X-3X	\$16.79	\$1.50	\$1.50	\$19.25
		Size 4X-5X	\$16.79	\$2.00	\$2.00	\$22.00
	Light Colors:	Standard Qty Price	\$13.99	\$14.50	\$14.50	\$16.25
		Large Qty Price	\$13.99	\$14.00	\$13.50	\$15.95
		Special Orders (1-11 each)	\$13.99	\$18.50	\$18.50	\$16.75
		Size 2X-3X	\$16.79	\$1.50	\$1.50	\$19.25
		Size 4X-5X	\$16.79	\$2.00	\$2.00	\$22.00
	Dark Colors:	Standard Qty Price	\$13.99	\$15.00	\$14.90	\$16.25
		Large Qty Price	\$13.99	\$14.50	\$13.90	\$15.95
		Special Orders (1-11 each)	\$13.99	\$19.00	\$18.90	\$16.75
		Size 2X-3X	\$16.79	\$1.50	\$1.50	\$19.25
		Size 4X-5X	\$16.79	\$2.00	\$2.25	\$22.00
		AVG ANNUAL STANDARD QTY PRICE	\$1,399.00	\$1,450.00	\$1,450.00	\$1,625.00
		AVG ANNUAL LARGE QTY PRICE	\$1,399.00	\$1,400.00	\$1,350.00	\$1,595.00
16	100	Adult Sweat Shirt, Long Sleeve, Set-in Sleeves, Cotton/Lycra Ribbed Trim, Cover Seamed Armholes, neck and Waistband, Oversized Cut, (S-XLG)				
		Manufacturer	Wearguard	Hanes	Hanes	Hanes
		Product/Style No.	1285	F260	F260	F260
		Weight	9 oz	10.02	10	
		Standard Qty Order (12 - X each)	47	23	23	71
		Large Qty Order (Over X each)	48	24	24	72
	White:	Standard Qty Price	\$18.89	\$10.65	\$10.60	\$9.00
		Large Qty Price	\$18.89	\$9.65	\$9.60	\$8.75
		Special Orders (1-11 each)	\$18.89	\$12.65	\$12.60	\$9.50
		Size 2X-3X	\$22.39	\$3.00	\$2.50	\$3.50
		Size 4X-5X	\$22.89	n/a	n/a	\$4.50
	Light Colors:	Standard Qty Price	\$18.89	\$11.65	\$11.65	\$11.00
		Large Qty Price	\$18.89	\$10.65	\$10.65	\$10.75
		Special Orders (1-11 each)	\$18.89	\$13.65	\$15.65	\$11.50
		Size 2X-3X	\$22.39	\$3.00	\$2.50	\$3.50
		Size 4X-5X	\$22.89	n/a	n/a	\$4.50
	Dark Colors:	Standard Qty Price	\$18.89	\$12.65	\$12.70	\$11.20
		Large Qty Price	\$18.89	\$11.65	\$11.70	\$10.95
		Special Orders (1-11 each)	\$18.89	\$14.65	\$14.70	\$11.70
		Size 2X-3X	\$22.39	\$3.00	\$2.50	\$3.50
		Size 4X-5X	\$22.89	n/a	n/a	\$4.50
		AVG ANNUAL STANDARD QTY PRICE	\$1,889.00	\$1,165.00	\$1,165.00	\$1,040.00
		AVG ANNUAL LARGE QTY PRICE	\$1,889.00	\$1,065.00	\$1,065.00	\$1,015.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
17	100	Short Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seamed Construction				
		Manufacturer	Carhart	Carhart	Carhart	Carhart
		Product/Style No.	23475	K-84	K-84	K-84
		Standard Qty Order (12 - X each)	47	23	23	71
		Large Qty Order (Over X each)	48	24	24	72
	White:	Standard Qty Price	\$16.09	\$15.50	\$15.55	\$14.75
		Large Qty Price	\$16.09	\$14.50	\$14.55	\$14.50
		Special Orders (1-11 each)	\$16.09	\$16.50	\$16.55	\$15.22
		Size 2X-3X	\$18.89	\$1.25	\$1.25	\$16.50
		Size 4X-5X	\$21.69	\$2.50	\$2.50	\$17.50
	Light Colors:	Standard Qty Price	\$16.09	\$15.50	\$15.55	\$14.75
		Large Qty Price	\$16.09	\$14.50	\$14.55	\$14.50
		Special Orders (1-11 each)	\$16.09	\$16.50	\$16.55	\$15.25
		Size 2X-3X	\$18.89	\$1.25	\$1.25	\$16.50
		Size 4X-5X	\$21.69	\$2.50	\$2.50	\$17.50
	Dark Colors:	Standard Qty Price	\$16.09	\$15.50	\$15.55	\$14.75
		Large Qty Price	\$16.09	\$14.50	\$14.55	\$14.50
		Special Orders (1-11 each)	\$16.09	\$16.50	\$16.55	15.25
		Size 2X-3X	\$18.89	\$1.25	\$1.25	\$16.50
		Size 4X-5X	\$21.69	\$2.50	\$2.50	\$17.50
		AVG ANNUAL STANDARD QTY PRICE	\$1,609.00	\$1,550.00	\$1,555.00	\$1,475.00
		AVG ANNUAL LARGE QTY PRICE	\$1,609.00	\$1,450.00	\$1,455.00	\$1,450.00
18	100	Short Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seamed Construction				
		Manufacturer	No Bid	Carhart	Carhart	Carhart
		Product/Style No.		K-87	K87	K-84
		Standard Qty Order (12 - X each)		23	23	71
		Large Qty Order (Over X each)		24	24	72
	White:	Standard Qty Price		\$14.50	\$14.45	\$14.75
		Large Qty Price		\$13.50	\$13.45	\$14.50
		Special Orders (1-11 each)		\$15.00	\$15.45	\$15.25
		Size 2X-3X		\$1.00	\$1.00	\$16.50
		Size 4X-5X		\$2.00	\$2.00	\$17.50
	Light Colors:	Standard Qty Price		\$14.50	\$14.45	\$14.75
		Large Qty Price		\$13.50	\$13.45	\$14.50
		Special Orders (1-11 each)		\$15.00	\$15.45	\$15.25
		Size 2X-3X		\$1.00	\$1.00	\$16.50
		Size 4X-5X		\$2.00	\$2.00	\$17.50
	Dark Colors:	Standard Qty Price		\$14.50	\$14.45	\$14.75
		Large Qty Price		\$13.50	\$13.45	\$14.50
		Special Orders (1-11 each)		\$15.00	15.45	15.25
		Size 2X-3X		\$1.00	\$1.00	\$16.50
		Size 4X-5X		\$2.00	\$2.00	\$17.50
		AVG ANNUAL STANDARD QTY PRICE		\$1,450.00	\$1,445.00	\$1,475.00
		AVG ANNUAL LARGE QTY PRICE		\$1,350.00	\$1,345.00	\$1,450.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
19	100	Ash Fiber Content 99% Cotton 1% Polyester Or Heather Grey 90% Cotton 10% Polyester 3-Button Closure, Left Chest Pocket, Side Seam Construction				
		Manufacturer	No Bid	Carhart	Carhart	Carhart
		Product/Style No.		K-84	K84	K-87
		Standard Qty Order (12 - X each)		23	23	71
		Large Qty Order (Over X each)		24	24	72
	White:	Standard Qty Price		\$15.50	\$15.55	\$11.50
		Large Qty Price		\$14.50	\$14.55	\$11.30
		Special Orders (1-11 each)		\$16.50	\$16.55	\$12.00
		Size 2X-3X		\$1.25	\$1.25	\$13.50
		Size 4X-5X		\$2.50	\$2.50	\$14.50
	Light Colors:	Standard Qty Price		\$15.50	\$15.55	\$11.50
		Large Qty Price		\$14.50	\$14.55	\$11.30
		Special Orders (1-11 each)		\$16.50	\$16.55	\$12.00
		Size 2X-3X		\$1.25	\$1.25	\$13.50
		Size 4X-5X		\$2.50	\$2.50	\$14.50
	Dark Colors:	Standard Qty Price		\$15.50	\$15.55	\$11.50
		Large Qty Price		\$14.50	\$14.55	\$11.30
		Special Orders (1-11 each)		\$16.50	\$16.55	\$12.00
		Size 2X-3X		\$1.25	\$1.25	\$13.50
		Size 4X-5X		\$2.50	\$2.50	\$14.50
		AVG ANNUAL STANDARD QTY PRICE		\$1,550.00	\$1,555.00	\$1,150.00
		AVG ANNUAL LARGE QTY PRICE		\$1,450.00	\$1,455.00	\$1,130.00
20	100	Long Sleeve Workwear Henley Left Chest Pocket, 3-Button Front Closure				
		Manufacturer	No Bid	Carhart	Carhart	Carhart
		Product/Style No.		K-128	K128	K128
		Standard Qty Order (12 - X each)		23	23	71
		Large Qty Order (Over X each)		24	24	72
	White:	Standard Qty Price		\$18.50	\$18.49	\$19.00
		Large Qty Price		\$17.50	\$17.49	\$18.90
		Special Orders (1-11 each)		\$19.50	\$19.49	\$19.50
		Size 2X-3X		\$1.25	\$1.25	\$21.00
		Size 4X-5X		\$2.50	\$2.50	\$22.00
	Light Colors:	Standard Qty Price		\$18.50	\$18.49	\$19.00
		Large Qty Price		\$17.50	\$17.49	\$18.90
		Special Orders (1-11 each)		\$19.50	\$19.49	\$19.50
		Size 2X-3X		\$1.25	\$1.25	\$21.00
		Size 4X-5X		\$2.50	\$2.50	\$22.00
	Dark Colors:	Standard Qty Price		\$18.50	\$18.49	\$19.00
		Large Qty Price		\$17.50	\$17.49	\$18.90
		Special Orders (1-11 each)		\$19.50	\$19.49	\$19.50
		Size 2X-3X		\$1.25	\$1.25	\$21.00
		Size 4X-5X		\$2.50	\$2.50	\$22.00
		AVG ANNUAL STANDARD QTY PRICE		\$1,850.00	\$1,849.00	\$1,900.00
		AVG ANNUAL LARGE QTY PRICE		\$1,750.00	\$1,749.00	\$1,890.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
21	100	Long Sleeve Workwear T-Shirt Left Chest Pocket, Crew Neck				
		Manufacturer	No Bid	Carhart	Carhart	Carhart
		Product/Style No.		K126	K126	K-126
		Standard Qty Order (12 - X each)		23		71
		Large Qty Order (Over X each)		24		72
		White: Standard Qty Price		\$16.50	\$16.49	\$16.50
		Large Qty Price		\$15.50	\$15.49	\$16.30
		Special Orders (1-11 each)		\$17.50	\$17.49	\$17.00
		Size 2X-3X		\$1.25	\$1.25	\$18.50
		Size 4X-5X		\$2.50	\$2.50	\$19.50
		Light Colors: Standard Qty Price		\$16.50	\$16.49	\$16.50
		Large Qty Price		\$15.50	\$15.49	\$16.30
		Special Orders (1-11 each)		\$17.50	\$17.49	\$17.00
		Size 2X-3X		\$1.25	\$1.25	\$18.50
		Size 4X-5X		\$2.50	\$2.50	\$19.50
		Dark Colors: Standard Qty Price		\$16.50	\$16.49	\$16.50
		Large Qty Price		\$15.50	\$15.49	\$16.30
		Special Orders (1-11 each)		\$17.50	\$17.49	17.
		Size 2X-3X		\$1.25	\$1.25	\$18.50
		Size 4X-5X		\$2.50	\$2.50	\$19.50
		AVG ANNUAL STANDARD QTY PRICE		\$1,650.00	\$1,649.00	\$1,650.00
		AVG ANNUAL LARGE QTY PRICE		\$1,550.00	\$1,549.00	\$1,630.00
22	125	Short Sleeve Workshirt Henley Midweight, Left Chest Pocket, Side Seamed Construction Button down collar				
		Manufacturer	No Bid	Van Heusen	Van Heusen	Van Heusen
		Product/Style No.		55	13V0532	57850
		Standard Qty Order (12 - X each)		23	23	35
		Large Qty Order (Over X each)		24	24	36
		White: Standard Qty Price		\$17.50	\$17.60	\$20.40
		Large Qty Price		\$16.50	\$16.60	\$20.20
		Special Orders (1-11 each)		\$18.50	\$18.60	\$20.90
		Size 2X-3X		\$1.50	\$1.50	\$23.40
		Size 4X-5X		\$2.00	\$2.00	\$25.40
		Light Colors: Standard Qty Price		\$17.50	\$17.60	\$20.40
		Large Qty Price		\$16.50	\$16.60	\$20.20
		Special Orders (1-11 each)		\$18.50	\$18.60	\$20.90
		Size 2X-3X		\$1.75	\$1.50	\$23.40
		Size 4X-5X		\$2.25	\$2.00	\$25.40
		Dark Colors: Standard Qty Price		\$17.50	\$17.60	\$20.40
		Large Qty Price		\$16.50	\$16.60	\$20.20
		Special Orders (1-11 each)		\$18.50	\$18.60	\$20.90
		Size 2X-3X		\$2.50	\$1.50	\$23.40
		Size 4X-5X		\$2.50	\$2.00	\$25.40
		AVG ANNUAL STANDARD QTY PRICE		\$2,187.50	\$2,200.00	\$2,550.00
		AVG ANNUAL LARGE QTY PRICE		\$2,062.50	\$2,075.00	\$2,525.00



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			Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
23	50	Long Sleeve Workshirt Henley Midweight, Left Chest Pocket, Side Seamed Construction Button down collar				
		Manufacturer	No Bid	Van Heusen	Van Heusen	Van Heusen
		Product/Style No.		45	13V0521	57800
		Standard Qty Order (12 - X each)		23	23	35
		Large Qty Order (Over X each)		24	24	36
		White: Standard Qty Price		\$18.50	\$18.35	\$21.40
		Large Qty Price		\$18.50	\$18.35	\$21.20
		Special Orders (1-11 each)		\$19.00	\$18.85	\$21.90
		Size 2X-3X		\$15.00	\$1.50	\$24.40
		Size 4X-5X		\$2.00	\$2.00	\$25.40
		Light Colors: Standard Qty Price		\$18.50	\$18.35	\$21.40
		Large Qty Price		\$18.50	\$18.35	\$21.20
		Special Orders (1-11 each)		\$19.50	\$18.85	\$21.90
		Size 2X-3X		\$1.75	\$1.50	\$24.40
		Size 4X-5X		\$2.25	\$2.00	\$25.40
		Dark Colors: Standard Qty Price		\$18.50	\$18.35	\$21.40
		Large Qty Price		\$18.50	\$18.35	\$21.20
		Special Orders (1-11 each)		\$19.50	\$18.85	\$21.90
		Size 2X-3X		\$2.50	\$1.50	\$24.40
		Size 4X-5X		\$2.50	\$2.00	\$25.40
		AVG ANNUAL STANDARD QTY PRICE		\$925.00	\$917.50	\$1,070.00
		AVG ANNUAL LARGE QTY PRICE		\$925.00	\$917.50	\$1,060.00
24	200	Adult Cap, Yupoong, 5-Panel Gold Cap, Constructed Fused Buckram Backing, Sewn Elelits, 1/4" Braided Cord, Matching underbill, Matching Plastic Fastener, 60% Cotton/40% Polyester Poplin, Navy				
		Manufacturer	Wearguard		Yupoong	Yupoong
		Product/Style No.	9255	33-073	6003	6007
		Standard Qty Order (12 - X each)		71	71	36
		Standard Qty Price	\$6.99	\$2.95	\$2.60	\$4.35
		Large Qty Order (Over X each)		72	72	37
		Large Qty Price	\$6.99			
		Special Orders (1-11 each)		\$3.95	\$3.60	\$4.95
		ANNUAL STANDARD QTY PRICE	\$1,398.00	\$590.00	\$520.00	\$870.00
25	280	Adult Cap, Yupoong Mesh Back Cap, Poplin Front Panel, Nylon Mesh Back, 1/4" Constructed Fused Buckram, Backing, Braided Cord, Matching Underbill, Matching Plastic Fastener, Navy				
		Manufacturer	No Bid	Cobra	Yupoong	Yupoong
		Product/Style No.		75A	6002	6008
		Standard Qty Order (12 - X each)		71	71	36
		Standard Qty Price		\$2.30	\$2.55	\$3.75
		Large Qty Order (Over X each)		72	72	37
		Large Qty Price				
		Special Orders (1-11 each)		\$3.30	\$3.55	\$4.25



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		ANNUAL STANDARD QTY PRICE	\$0.00	\$644.00	\$714.00	\$1,050.00
26	185	Richardson Pro Caps, Style 185, Youth, Navy, Youth: Small-Medium; Medium-Large, Cotton/Polyester				
		Manufacturer	No Bid	Richardson	Richardson	Richardson
		Product/Style No.		185	185	185
		Standard Qty Order (12 - X each)			23	36
		Standard Qty Price		\$6.75	\$6.80	\$7.50
		Large Qty Order (Over X each)				
		Large Qty Price			\$6.80	
		Special Orders (1-11 each)				
		ANNUAL STANDARD QTY PRICE	\$0.00	\$1,248.75	\$1,258.00	\$1,387.50
27	120	Cobblestone Gamegear Shorts				
		Manufacturer	No Bid	Cobblestone/ Gamegear	GameGear	Game Gear
		Product/Style No.		647	6477	MP 6477
		Standard Qty Order (12 - X each)			23	36
		Standard Qty Price		\$10.95	\$10.90	\$8.00
		Large Qty Order (Over X each)				
		Large Qty Price				\$37.00
		Special Orders (1-11 each)				
		ANNUAL STANDARD QTY PRICE	\$0.00	\$1,314.00	\$1,308.00	\$960.00
Additional Charges:						
		Silk-Screen Set-Up Fee – One Time Charge for Each New	\$0.00	\$10.00	\$10.00	\$10.00
		Embroidery Tape/Punch Fee - One Time Charge for Each	\$0.00	\$50.00	\$50.00	\$20.00
		Embroider City Logo – One Color, Non Filled Heart (Exhibit	\$3.00	\$3.35	\$3.25	\$2.50
		Embroider City Logo – Two Color, W/Filled Heart (Exhibit A)	\$3.00	\$3.75	\$3.75	\$2.50
		Embroider Logo - 5 color	\$3.00	\$4.50	\$4.50	\$2.50
		Embroider - 6 color	\$3.00	\$5.00	\$5.00	\$2.50
		Embroider Department Name (Up to 30 Letters)	\$2.50	\$3.50	\$3.50	\$1.50
		Embroider Employee Name (Up to 20 Letters)	\$2.50	\$3.50	\$3.50	\$2.50
		Embroider Employee Rank (Up to 20 Letters)	\$2.50	\$3.50	\$3.50	\$1.50
		1" - 2" Any Color Capital Block Lettering (Iron-On Type) (Per	\$4.50	\$0.50	\$0.60	\$3.00
		2.5" – 3.5" Any Color Capital Block Lettering (Iron-On Type)	\$4.50	\$0.75	\$0.75	\$3.50
		Hourly Rate for Design/Artwork Preparation (Per Hour)	\$0.00	\$20.00	\$20.00	\$20.00
		Rush Order Charge, For Work Required Within Five (5)	\$45.00	\$0.00	\$0.00	\$0.00
Screen Print Charge Per Order - Qty <200						
	One Location	1 Color	\$3.50	\$0.80	\$0.75	\$0.85
		2 Color	\$3.50	\$1.20	\$1.20	\$1.05
		3 Color	\$3.50	\$1.60	\$1.60	\$1.25
		4 Color	\$3.50	\$2.00	\$2.00	\$1.45
		5 Color	\$3.50	\$2.40	\$2.40	\$1.65
		6 Color	\$3.50	\$2.00	\$2.85	\$1.85
	Two Locations	1 Color	\$7.00	\$1.60	\$1.65	\$1.70
		2 Color	\$7.00	\$2.00	\$2.00	\$2.10
		3 Color	\$7.00	\$2.25	\$2.75	\$2.50
		4 Color	\$7.00	\$3.50	\$3.50	\$2.90
		5 Color	\$7.00	\$4.00	\$4.00	\$3.30
		6 Color	\$7.00	\$4.50	\$4.55	\$3.70



City of College Station - Purchasing Division
Bid Tabulation for No. 15-080
"Purchase of T-Shirts, Caps and Polos"
Opened: Thursday September 3, 2013

		Aramark Uniform Services	Monograms & More	CC Creations	Promotional Designs Inc.
Screen Print Charge Per Order - Qty 200-499					
One Location	1 Color	\$2.50	\$0.75	\$0.70	\$0.55
	2 Color	\$2.50	\$1.10	\$1.10	\$0.65
	3 Color	\$2.50	\$1.45	\$1.45	\$0.75
	4 Color	\$2.50	\$1.80	\$1.80	\$0.85
	5 Color	\$2.50	\$2.15	\$2.15	\$0.95
	6 Color	\$2.50	\$2.50	\$2.55	\$1.05
Two Locations	1 Color	\$5.00	\$1.45	\$1.40	\$1.10
	2 Color	\$5.00	\$1.85	\$1.85	\$1.30
	3 Color	\$5.00	\$2.45	\$2.45	\$1.50
	4 Color	\$5.00	\$2.95	\$2.95	\$1.70
	5 Color	\$5.00	\$3.45	\$3.45	\$1.90
	6 Color	\$5.00	\$3.95	\$4.00	\$2.10
Screen Print Charge Per Order - Qty 500+					
One Location	1 Color	\$1.50	\$0.70	\$0.65	\$0.40
	2 Color	\$1.50	\$0.95	\$0.95	\$0.48
	3 Color	\$1.50	\$1.20	\$1.20	\$0.56
	4 Color	\$1.50	\$1.45	\$1.45	\$0.64
	5 Color	\$1.50	\$1.70	\$1.70	\$0.72
	6 Color	\$1.50	\$1.95	\$2.00	\$0.80
Two Locations	1 Color	\$3.00	\$1.20	\$1.15	\$0.80
	2 Color	\$3.00	\$1.00	\$1.60	\$0.96
	3 Color	\$3.00	\$2.00	\$2.00	\$1.12
	4 Color	\$3.00	\$2.45	\$2.45	\$1.28
	5 Color	\$3.00	\$2.90	\$2.90	\$1.44
	6 Color	\$3.00	\$3.35	\$3.40	\$1.60
Percentage Off of List Price for Items Not Included		30% Wearguard brand only	20%	20%	20%
Additional Charges		\$2.00 pack by person		Special Mix PMS Color Fee \$40.00/color Ink Change mid order 10.00/color	

Delivery Time (calendar days) 10-16 days 14 days 14 Days 7-10 Days

FOR EVALUATION PURPOSES:				
TOTAL EST ANNUAL STANDARD QTY AVG PRICE		\$79,854.42	\$79,859.83	\$70,559.17
TOTAL EST ANNUAL LARGE QTY AVG PRICE		\$68,983.42	\$68,861.83	\$68,359.17

NOTE:
 Bid submitted by Aramark Uniform Services is considered incomplete.



Legislation Details (With Text)

File #:	15-0566	Version:	1	Name:	FY 16 Arts Council General & Fund HOT Funding Agreements
Type:	Presentation	Status:			Consent Agenda
File created:	9/22/2015	In control:			City Council Regular
On agenda:	10/8/2015	Final action:			
Title:	Presentation, possible action, and discussion on the Arts Council of the Brazos Valley budget, and; presentation, possible action and discussion on the FY 16 General Fund (\$35,000) and hotel tax (\$96,000) funding agreements for the Arts Council of the Brazos Valley.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	Arts Council FY16 Budget.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the Arts Council of the Brazos Valley budget, and; presentation, possible action and discussion on the FY 16 General Fund (\$35,000) and hotel tax (\$96,000) funding agreements for the Arts Council of the Brazos Valley.

Recommendation(s): Staff recommends approval of the Arts Council budget and funding agreements for FY16.

Summary: As part of the 2015-2016 budget process the City Council approved operations and maintenance funding for the Arts Council of Brazos Valley in the amount of \$35,000 from the General Fund and \$96,500 from the Hotel Tax Fund.

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

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 General Fund budget and Hotel Tax Fund. A total of \$105,500 will be paid for operations and maintenance.

Up to \$26,000 shall be paid for reimbursement of costs of the design, development and potential lease of a new joint facility with the Bryan College Station Convention and Visitors Bureau. Agency shall submit an invoice to the City requesting payment with receipts attached for reimbursement.

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

Attachments:

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

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

Arts Council of Brazos Valley
Proposed Budget Overview
 October 2015 through September 2016

	<u>Oct '15 - Sep '16</u>
Ordinary Income/Expense	
Income	
430 · Contributed Income	
431 · Membership Dues	38,000.00
432 · Fundraising Events	
4321 · Anniversary Event	15,000.00
4322 · ACBV Events	14,500.00
4323 · Benchmarking Project	0.00
4324 · Celebrating the Arts	95,000.00
432 · Fundraising Events - Other	0.00
Total 432 · Fundraising Events	<u>124,500.00</u>
433 · Government Grants	
4331 · College Station	35,000.00
4332 · College Station HOT	482,900.00
4333 · Bryan HOT	96,000.00
4334 · Brazos County	8,000.00
4335 · TCA	25,000.00
4336 · Navasota HOT	28,800.00
433 · Government Grants - Other	0.00
Total 433 · Government Grants	<u>675,700.00</u>
434 · Foundation & Trust Grants	3,000.00
430 · Contributed Income - Other	<u>32,000.00</u>
Total 430 · Contributed Income	873,200.00
440 · Program Service Revenue	31,500.00
450 · Other Revenue	
451 · Investments	1,500.00
452 · Rentals	750.00
Total 450 · Other Revenue	<u>2,250.00</u>
46000 · Merchandise Sales	<u>12,000.00</u>
Total Income	<u>918,950.00</u>
Gross Profit	918,950.00
Expense	
600 · Awards and Grants	
601 · Awards & Grants-Organizations	416,400.00
602 · Awards & Grants-Individuals	11,800.00
Total 600 · Awards and Grants	<u>428,200.00</u>
610 · Salaries and Related Expenses	
611 · Salaries & Wages	164,515.95
612 · IRA Employer Contributions	5,295.48
613 · Employee Benefits-not pension	21,120.00

Arts Council of Brazos Valley
Proposed Budget Overview
 October 2015 through September 2016

614 · Payroll taxes & fees	16,521.89
610 · Salaries and Related Expenses - Othe	<u>12,000.00</u>
Total 610 · Salaries and Related Expenses	219,453.32
620 · Fees for Services	
621 · Accounting Fees	10,000.00
622 · Legal Fees	<u>1,000.00</u>
Total 620 · Fees for Services	11,000.00
630 · Advertising, Printing, Promo.	65,000.00
631 · Programs	
6311 · Reflections of Special Olympic	1,500.00
6312 · ART for Life	11,000.00
6313 · Texas Gallery	6,000.00
6314 · School Programs/Classes	8,500.00
6315 · Community Festivals	7,900.00
6316 · Public Art	12,000.00
631 · Programs - Other	<u>7,500.00</u>
Total 631 · Programs	54,400.00
632 · Fundraising	
6321 · Anniversary Event	8,000.00
6322 · ACBV Events	6,000.00
6323 · Benchmarking Project	0.00
6324 · Celebrating the Arts	25,000.00
632 · Fundraising - Other	<u>600.00</u>
Total 632 · Fundraising	39,600.00
640 · Office Expenses	
641 · Postage, Mailing Service	800.00
640 · Office Expenses - Other	<u>2,050.00</u>
Total 640 · Office Expenses	2,850.00
650 · Information Technology	3,500.00
660 · Occupancy	
661 · Facilities & Equipment Rental	2,500.00
668 · Building Rent	30,000.00
669 · Construction	<u>30,000.00</u>
Total 660 · Occupancy	62,500.00
670 · Travel	
671 · Travel & In-Region Mileage	1,800.00
670 · Travel - Other	<u>0.00</u>
Total 670 · Travel	1,800.00
680 · Insurance	5,900.00
690 · Other expenses	
691 · Bank Charges	600.00

Arts Council of Brazos Valley
Proposed Budget Overview
October 2015 through September 2016

692 · Credit Card Charges	2,507.56
694 · Memberships and Dues	1,800.00
695 · Training & Development	6,000.00
697 · Artist Commission	9,900.00
699 · Other Costs	1,200.00
690 · Other expenses - Other	0.00
Total 690 · Other expenses	<u>22,007.56</u>
Total Expense	<u>916,210.88</u>
Net Ordinary Income	<u>2,739.12</u>
Net Income	<u><u>2,739.12</u></u>



Legislation Details (With Text)

File #:	15-0567	Version:	1	Name:	FY16 Chamber of Commerce HOT Funding Agreement
Type:	Presentation	Status:			Consent Agenda
File created:	9/22/2015	In control:			City Council Regular
On agenda:	10/8/2015	Final action:			
Title:	Presentation, possible action, and discussion on the Bryan/College Station Chamber of Commerce budget and presentation, possible action and discussion on a FY 16 hotel tax funding agreement for \$25,000 with the Bryan/College Station Chamber of Commerce.				
Sponsors:	Jeff Kersten				
Indexes:					
Code sections:					
Attachments:	Chamber of Commerce FY16 Budget.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the Bryan/College Station Chamber of Commerce budget and presentation, possible action and discussion on a FY 16 hotel tax funding agreement for \$25,000 with the Bryan/College Station Chamber of Commerce.

Recommendation(s): Staff recommends approval of the Bryan/College Station Chamber of Commerce budget and the funding agreement for FY16.

Summary: As part of the 2015-2016 budget process the City Council approved funding for the Bryan/College Station Chamber of Commerce in the amount of \$25,000 from the Hotel Occupancy Tax Fund.

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

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 Hotel Tax Fund budget. A total of \$25,000 will be used to offset a portion of the costs of the annual Economic Outlook Conference, and the Annual Chamber of Commerce banquet which are held at a local hotel and conference center.

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

Attachments:

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

Bryan/College Station Chamber of Commerce
BUDGETED Event Financial Information Fiscal Year 2015-2016

ANNUAL BANQUET

Revenue

Table Sales	\$24,000
Ticket Revenues	\$6,500
Sponsorship	<u>\$1,100</u>
Total Revenues	\$31,600

Expenses

Committee Expenses	\$0
Postage	\$325
Other Expenses	\$2,700
CS Hilton Expense	<u>\$13,000</u>
Total Expenses	\$16,025
Net Revenues	<u>\$15,575</u>

Total \$25,000

ECONOMIC OUTLOOK CONFERENCE

Revenue

Ticket and Table Revenue	<u>\$29,000</u>
Total Revenues	\$29,000

Expenses

Committee Expenses	\$0
Postage	\$400
CS Hilton Expense	<u>\$12,000</u>
Other Expenses	<u>\$2,000</u>
Total Expenses	<u>\$14,400</u>
Net Revenues	<u>\$14,600</u>



Legislation Details (With Text)

File #: 15-0568 **Version:** 1 **Name:** FY16 Noon Lions Club General Fund Funding Agreement

Type: Presentation **Status:** Consent Agenda

File created: 9/22/2015 **In control:** City Council Regular

On agenda: 10/8/2015 **Final action:**

Title: Presentation, possible action, and discussion on a FY16 General Fund funding agreement for \$15,000 with the College Station Noon Lions Club.

Sponsors: Jeff Kersten

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a FY16 General Fund funding agreement for \$15,000 with the College Station Noon Lions Club.

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

Summary: As part of the 2015-2016 budget process the City Council approved funding for College Station Noon Lions Club in the amount of \$15,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 General Fund for the total amount of \$15,000. The appropriated funds shall be used to provide the "I Love America" Fourth of July Celebration at the George Bush Presidential Library and Museum.

Attachments:

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



Legislation Details (With Text)

File #: 15-0569 **Version:** 1 **Name:** FY16 BV CVB HOT Funding Agreement
Type: Presentation **Status:** Consent Agenda
File created: 9/22/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY16 in the amount of \$1,727,855.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [CVB Budget FY16 revised.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving the budget of the Brazos Valley Convention and Visitors Bureau (CVB); and presentation, possible action and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau for FY16 in the amount of \$1,727,855.

Recommendation(s): Staff recommends approval of the CVB budget and the funding agreement for FY16.

Summary: As part of the 2015-2016 budget process the City Council approved funding for the Brazos Valley Convention and Visitors Bureau in the amount of \$1,727,855. This is for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station by the CVB.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 Hotel Tax Fund budget. A total of \$1,697,855 is to be used for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station.

Up to \$30,000 shall be paid for reimbursement of legal and architect fees associated with a new joint facility with the Arts Council of the Brazos Valley. Agency shall submit an invoice to the City requesting payment with receipts attached for reimbursement.

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

- Attachments:**
1. CVB Budget
 2. CVB Funding Agreement (available in City Secretary's Office)

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
 October 2015 through September 2016

	Oct '15 - Sep 16
Ordinary Income/Expense	
Income	
Booking Commissions	12,000.00
Brazos County	25,000.00
Bryan	331,963.67
BVSF Events	
Entry Fees	26,500.00
Sponsorships	53,500.00
Tickets	29,000.00
Total BVSF Events	109,000.00
College Station	1,727,854.67
Industry Participation	20,400.00
Special Events Fund	0.00
Total Income	2,226,218.34
Gross Profit	2,226,218.34
Expense	
Administrative/Operations	
Audit/Legal/Professional Serv.	9,050.00
Bank Charges	1,200.00
Board Expenses	2,220.00
Building Repairs & Maintenance	7,040.00
Electrical/Water/Gas Svc Exp	8,790.00
Liability Insurance	8,742.50
Merchant Charges	720.00
Office Supplies	6,400.00
Outside Storage	3,960.00
Property Tax	1,015.00
Sympathy/Recognition	425.00
Technical Support	5,040.00
Telephone	16,480.00
Vehicle Gas & Maintenance	895.00
Total Administrative/Operations	71,977.50
Capital	
Equipment	
Computer Software	3,000.00
Equipment Repair & Maint.	0.00
Lease	12,783.84
Total Equipment	15,783.84
Office Rent	47,190.00
Vehicles	60,000.00
Total Capital	122,973.84
Marketing/Sales/Promotion	
Admission Tickets/Merchandise	0.00
Advertising	504,200.00
Advertising - Easterwood	0.00
Bid Fees	5,260.00
Client Relations	3,370.00
Community Luncheons/Events	10,796.00
Event Personnel	30,650.00
Facility Rental	31,800.00
Gift Baskets	2,150.00
Luncheons/Banquet	14,000.00
Memberships/Subscriptions	21,730.00
Postage	3,550.00
Printing	10,775.00
Professional Development	17,555.00

Bryan-College Station Convention & Visitors Bureau
Revised Profit & Loss Budget Overview
October 2015 through September 2016

	<u>Oct '15 - Sep 16</u>
Promotional	42,150.00
Research	80,000.00
Sales/Marketing Leads	4,825.00
Sales/Marketing/Registration	19,825.00
Site Visits/FAM Tours	11,600.00
Sponsorships	122,172.00
Trade Show/Booth	19,187.00
Travel	
Air	18,185.00
Ground	9,340.00
Hotel	36,585.00
Meals	6,714.00
Misc.	700.00
Travel - Other	0.00
Total Travel	71,524.00
Website	
Advertising	31,988.00
Development	66,000.00
Total Website	97,988.00
Total Marketing/Sales/Promotion	1,125,107.00
Wayfinding	20,000.00
6560 - Payroll Expenses	886,160.00
Total Expense	2,226,218.34
Net Ordinary Income	0.00
Net Income	0.00



Legislation Details (With Text)

File #: 15-0570 **Version:** 1 **Name:** FY16 BV CVB HOT Grant
Type: Presentation **Status:** Consent Agenda
File created: 9/22/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY16 in the amount of \$350,000 to administer the CVB Grant Program.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a funding agreement between the City of College Station and the Brazos Valley Convention and Visitors Bureau (CVB) for FY16 in the amount of \$350,000 to administer the CVB Grant Program.

Recommendation(s): Staff recommends approval of the CVB Grant Program funding agreement for FY16.

Summary: As part of the 2015-2016 budget process the City Council approved funding for the Brazos Valley Convention and Visitors Bureau in the amount of \$350,000. This agreement will allow the CVB to administer the grant program to sub-recipients.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 Hotel Tax Fund budget. A total of \$350,000 is to be used to fund event grants that will promote tourism and the hotel industry in College Station.

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

Attachments:

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



Legislation Details (With Text)

File #: 15-0571 **Version:** 1 **Name:** FY16 Animal Shelter Services Resolution
Type: Presentation **Status:** Consent Agenda
File created: 9/22/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on a resolution authorizing the expense of \$205,000 the Aggieldand Humane Society, Inc., for animal shelter services.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Animal Shelter Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution authorizing the expense of \$205,000 the Aggieldand Humane Society, Inc., for animal shelter services.

Relationship to Strategic Goals: (Select all that apply)

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution funding in the amount of \$205,000 to the Aggieldand Humane Society, Inc.

Summary: On September 21, 2015 Council approved the FY16 budget, which included funding for the Aggieldand Humane Society, Inc. An Animal Shelter Services Agreement for services provided by the Aggieldand Humane Society, Inc. was approved on September 26, 2013.

The FY16 funding level is based on the animal shelter determination of the estimated cost to the City of College Station for providing the contracted services. The level of funding for FY 16 is the same as FY 15.

Budget & Financial Summary: Funds are available and budgeted in the General Fund for this agreement in the amount of \$205,000. Payments are made in 11 equal installments of \$17,083.33 and a twelfth installment of \$17,083.37.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING ANNUAL EXPENDITURE TO THE AGGIELAND HUMANE SOCIETY, INC. FOR ANIMAL SHELTER SERVICES PROVIDED TO THE CITY OF COLLEGE STATION BY THE AGGIELAND HUMANE SOCIETY, INC.

WHEREAS the City of College Station entered into an Agreement for Animal Shelter Services with the Aggieland Humane Society, Inc. on September 26, 2013 with contract no. 14-011.

WHEREAS Article 5 of the Agreement states the City shall pay an Annual Payment for Animal Shelter Services that will be adjusted annually;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council authorizes expenditures for Fiscal Year 2015-2016 in the amount of \$205,000.00, payable in eleven equal installments of \$17,083.33 and a twelfth installment of \$17,083.37.

PART 2: That funds are budgeted and available in the Fiscal Year 2015-2016 General Fund Approved Budget.

PART 3: That this resolution is effective for the 2015-2016 Fiscal Year from October 1, 2015 – September 30, 2016.

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

ADOPTED this 8th day of September, 2015.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 15-0572 **Version:** 1 **Name:** FY16 Keep Brazos Beautiful Sanitation Fund Funding Agreement
Type: Presentation **Status:** Consent Agenda
File created: 9/22/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on the FY16 sanitation fund funding agreement for \$56,690 with Keep Brazos Beautiful.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the FY16 sanitation fund funding agreement for \$56,690 with Keep Brazos Beautiful.

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

Summary: As part of the 2015-2016 budget process the City Council approved funding for Keep Brazos Beautiful in the amount of \$56,690.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 Sanitation Fund: \$37,450 is to be used for the operations and maintenance, and \$19,240 is to be used for community enhancement grants, projects and events administered by Keep Brazos Beautiful, such as their Annual Awards Gala, the Don't Mess With Texas Trash-Off and other public landscape and litter-abatement projects.

Attachments:

1. Keep Brazos Beautiful (Sanitation Fund) Funding Agreement (Available in City Secretary's Office)



Legislation Details (With Text)

File #: 15-0573 **Version:** 1 **Name:** FY16 RVP General Fund Funding Agreement
Type: Presentation **Status:** Consent Agenda
File created: 9/22/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on the FY16 general fund funding agreement for \$350,000 with Research Valley Partnership (RVP).
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the FY16 general fund funding agreement for \$350,000 with Research Valley Partnership (RVP).

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

Summary: As part of the 2015-2016 budget process the City Council approved funding for the Research Valley Partnership in the amount of \$350,000. This funding is for the provision of economic development services for the area.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 General Fund in the total amount of \$350,000. These funds are for the operations and maintenance of the Research Valley Partnership in FY16.

Attachments:

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



Legislation Details (With Text)

File #: 15-0574 **Version:** 1 **Name:** FY16 Veterans Memorial HOT Funding Agreement
Type: Minutes **Status:** Consent Agenda
File created: 9/22/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on approving the Memorial for all Veterans of the Brazos Valley budget and presentation, discussion and possible action on a FY16 hotel tax funding agreement for \$25,000 with Memorial for All Veterans of the Brazos Valley.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Veterans Memorial FY16 Budget.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving the Memorial for all Veterans of the Brazos Valley budget and presentation, discussion and possible action on a FY16 hotel tax funding agreement for \$25,000 with Memorial for All Veterans of the Brazos Valley.

Recommendation(s): Staff recommends approval of the Memorial for All Veterans of the Brazos Valley budget and the funding agreement for FY16.

Summary: As part of the 2015-2016 budget process the City Council approved funding for the Memorial for All Veterans of the Brazos Valley in the amount of \$25,000 for the funding and design of the Indian War Memorial along the Lynn Stuart Pathway at Veterans Park.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2015-2016 Hotel Tax Fund budget. State law requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax.

Attachments:

1. The Memorial for All Veterans of the Brazos Valley FY16 Budget
2. The Memorial for All Veterans of the Brazos Valley FY16 HOT Funding Agreement (Available in City Secretary's Office)

Base Budget

Indian War Memorial Project Budget

Budget Request Brazos County	\$25,000	Pending Approval
Budget Request City of Bryan	\$25,000	Pending Approval
Budget Request City of College Station	\$25,000	Pending Approval
Private Donations	<u>\$5,000</u>	
Project Total	\$80,000	

Buffalo Soldier with Saddle	\$45,000
Indian Guide	\$30,000
Site Work and Installation	<u>\$5,000</u>
Project Total	\$80,000



Legislation Details (With Text)

File #: 15-0582 **Version:** 1 **Name:** HOME CHDO Set-Aside Grant Fund Agreement (Elder-Aid)

Type: Agreement **Status:** Consent Agenda

File created: 9/24/2015 **In control:** City Council Regular

On agenda: 10/8/2015 **Final action:**

Title: Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$159,598 for acquisition and rehabilitation of two (2) existing dwelling units to be used as affordable rental housing for income-eligible elderly households.

Sponsors: Debbie Eller

Indexes:

Code sections:

Attachments: [Attachment 1 - Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$159,598 for acquisition and rehabilitation of two (2) existing dwelling units to be used as affordable rental housing for income-eligible elderly households.

Relationship to Strategic Goals:

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

Recommendation(s):

Staff recommends approval of this Contract

Summary:

The federal HOME program provides assistance to income qualified persons by funding a variety of affordable housing activities. The City is required by the U. S. Department of Housing and Urban Development (HUD) to make at least 15% of each year's HOME grant allocation available for non-profit agencies that meet the definition of a Community Housing Development Organization (CHDO). CHDO's must have, as one of their goals, the provision of affordable housing. They must also have a board make-up that comply with the HOME Program requirements. The 15% set-aside funds may be used for most HOME eligible activities. The HOME grant provides the flexibility to exceed the 15% requirement if eligible, feasible projects are proposed that address the community needs. Affordable senior housing has been identified as a HIGH priority need in the Consolidated Plan.

Elder-Aid, Inc. was certified by the City as an eligible CHDO in May 2015 to allow the organization to expand their mission of serving the elderly into College Station. They have demonstrated capacity as a CHDO for the City of Bryan since 1998, where they have received HOME funds to construct eighteen (18) single-family homes restricted for rental to elderly households. Elder-Aid submitted a proposal to acquire and rehabilitate two (2) existing dwelling units for use as affordable rental units for income-eligible, elderly households. The dwelling units consist of a duplex located on Normand.

Budget & Financial Summary: These funds are available in the FY 2015 HOME budget.

Attachments:

Attachment 1: Contract and Grant for HOME Programs

CITY OF COLLEGE STATION, TEXAS

CONTRACT AND GRANT FOR HOME PROGRAMS: ELDER-AID, INC.

Article I. PARTIES

Section 1.01 This HOME CHDO Allocation of Funding Contract (the "Contract") is between the **City of College Station** ("City"), a home-rule municipality of the State of Texas, and **Elder-Aid, INC**, ("Recipient"), a Texas Non-Profit Corporation (collectively referred to as the "Parties").

Article II. CONTRACT PERIOD

Section 2.01 This contract shall commence on October 8th, 2015, and the project shall be completed by October 8th, 2017, unless extended by agreement of the Parties in writing. This agreement will remain valid throughout the "Period of Affordability" as defined by 22.02.

Article III. RECIPIENT PERFORMANCE

Section 3.01 Recipient shall administer Two (2) projects in accordance with the HOME INVESTMENT PARTNERSHIPS ACT OF 1990, 42 U.S.C. 12701 ET SEQ. (THE ACT) and the implementing regulations, 24 CFR PART 92, TEXAS GOVERNMENT CODE SECTION 531.001 ET SEQ., and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES. Recipient shall perform all activities in accordance with the terms of the Performance Statement, ("Exhibit A" attached hereto); the Budget, ("Exhibit B" attached hereto); the Project Implementation Schedule, ("Exhibit C" attached hereto); the Applicable Laws and Regulations, ("Exhibit D" attached hereto); the Certifications, ("Exhibit E" attached hereto); the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

Section 3.02 In the event the affordability requirements of 24 CFR 92.252 & 24 CFR 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds.

Section 3.03 In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 CFR 92.503, as outlined in the Performance Statement, "Exhibit A".

Section 3.04 Recipient agrees to maintain itself as a CHDO in accordance with Title II of the National Affordable Housing Act (1990), as it may be amended, concerning the HOME Investment Partnership program (HOME) and 24 CFR 92.300.

Section 3.05 All HOME assisted units shall comply with the HOME rents as stated in 24 CFR. 92.252. Recipient must annually provide City with information on rents and occupancy of HOME-assisted units. Rents may not exceed the maximum HOME rents published annually by HUD (Exhibit F). Any increase in rents for HOME-assisted units is subject to the provisions of 24 CFR 92.252(f)(3). Tenants of HOME units must receive not less than 30 days prior written notice before implementing any increase in rents. Based upon the HOME portion of the total eligible development cost, two (2) units will be designated as HOME assisted units and will be floating units. The term floating units means units that are designated as HOME assisted units but may change over time as long as the total number of HOME assisted units within the project remains not less than two (2) and that these units do not differ over the affordability period in terms of size, amenities and number of bedrooms from other non-HOME assisted units.

Section 3.06 Maximum rents and income will be established annually by the U. S. Department of Housing and Urban Development, and the Recipient will be notified in writing of said rates by the Community Development Division of the Community Services Department, as soon as the Division is made of aware of said rates.

Section 3.07 Annually or as tenant occupancy changes, whichever occurs earlier, the Recipient will submit to the City a copy of the lease and proof of income of the tenants occupying the HOME units. This information will be submitted for the duration of the affordability period as noted in the Land Use Restriction Agreement.

Section 3.08 The Recipient agrees not to prohibit a Section 8 tenant from occupying a HOME unit. The Recipient is not prohibited from conducting a background check on credit history or criminal history.

Article IV. CITY FINANCIAL OBLIGATIONS

Section 4.01 City Financial Obligations. In consideration of full and satisfactory performance of the activities referred to in Article V of this contract, City shall be obligated to pay for eligible actual and reasonable costs incurred by Recipient during the contract period for performances rendered under this contract by Recipient, subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations under Article IV of this contract are contingent upon the actual receipt of adequate local and/or federal funds. If adequate funds are not available to make payments under this contract, City shall notify Recipient in writing within a reasonable time after such fact is determined. City shall then terminate this contract and shall not be liable for failure to make payments to Recipient under this contract.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.

- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 CFR 92.206(A) and Article VI of this contract. Funds provided under this contract shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 CFR 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this contract, including the terms of Exhibits A, B, C, D, and E of this contract.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this contract.

Section 4.02 LIMIT OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, THE TOTAL OF ALL PAYMENTS AND OTHER OBLIGATIONS INCURRED BY CITY UNDER THIS CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED NINETY-EIGHT AND 00/100, (\$159,598.00.00), FROM THE FY 2012 (HUD GRANT YEAR 2011) AND FY 2013 (HUD GRANT YEAR 2012) BUDGET.

Section 4.03 Conversion to Homeownership With the permission of the City, the owner of the HOME-assisted rental unit(s) may convert said units to homeownership pursuant to 24 CFR§92.255.

Article V. DISBURSEMENT OF FUNDS

Section 5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this contract in accordance with the requirements of 24 CFR 92.502. Recipient may not request disbursement of funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

Section 5.02 Any and all Program Income as defined by 24 CFR 84.21 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. Proceeds from the sale of properties acquired and rehabilitated under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2) as CHDO Proceeds. All such proceeds retained the Recipient must be used for future affordable housing activities within the jurisdictional boundaries of the City of College Station, subject to approval by the City.

Section 5.03 The Parties agree that City's obligations to make payments under this contract is contingent upon Recipient's full and satisfactory performance of its obligations under this

contract. City reserves the right to recover, recapture or offset funds paid under this contract in the event City determines that Recipient will be unable to commit or expend funds within the prescribed time, as determined by City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible and/or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

Section 5.04 The Parties agree that any right or remedy provided for in this Article V or in any other provision of this contract is not cumulative, and shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Article VI. UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND PROGRAM INCOME FOR GOVERNMENT ENTITIES AND NON-PROFITS

Section 6.01 Recipient shall comply with the requirements of OMB Circulars Number A-122 "COST PRINCIPALS FOR NON PROFIT ORGANIZATIONS", OMB Circular Number A-110 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND OTHER AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS, and 24 CFR Part 84 "UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON PROFIT ORGANIZATIONS", and any other OMB Circulars which may apply either prospectively or retroactively. Recipient nonprofit organization must comply with applicable OMB Circulars pursuant to 24 CFR 92.505 and any other applicable regulations.

Article VII. RETENTION AND ACCESSIBILITY OF RECORDS

Section 7.01 Recipient must establish and maintain sufficient records, including those listed under 24 CFR 92.508. The sufficiency of the records will be determined by City.

Section 7.02 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station Auditor, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this contract. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

Section 7.03 All records pertinent to this contract shall be retained by Recipient for five calendar years after the date of termination of this contract or of submission of the final close-out report, whichever is later, with the following exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254.
- (c) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

Section 7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts.

Section 7.05 Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

Article VIII. REPORTING REQUIREMENTS

Section 8.01 Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including but not limited to the reports specified in this Article VIII. Recipient shall provide City with all reports necessary for City's compliance with 24 CFR 92.508, 92.509 and 24 CFR 570 SUBPART J or any other applicable statute, law or regulation. Additionally Recipient shall provide HUD and City complete access to the property, all books, records, files, reports or other papers as requested by City and HUD.

Section 8.02 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to promptly submit to City any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld.

Section 8.03 Verification of Income. Verification of income for HOME assisted unit tenants will be pursuant to 24 C.F.R 5.609.

Section 8.04 Recipient shall submit activity reports to the City on an annual basis, with information on rents and occupancy. The format of such reports shall, at a minimum, consist of a

HOME Project Compliance Report – Rental Housing Checklist 6-D (Exhibit G), Financial Summary (Exhibit H), and Program Narrative (Exhibit I). Annual reports will be due no later than October 30th of each year.

Article IX. MONITORING

Section 9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this contract. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Article XVIII and XIX of this contract.

Article X. INDEPENDENT CONTRACTOR

Section 10.01 It is expressly understood and agreed by the Parties hereto that City is contracting with Recipient as an Independent Contractor and not any employee, or agent of City. This contract does not establish or constitute a joint venture or enterprise between City and Recipient.

Section 10.02 By entering into this contract, City and Recipient do not intend to create a joint enterprise.

Article XI. INSURANCE, INDEMNIFICATION AND RELEASE

Section 11.01 The Recipient shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Recipient, its officers, agents, volunteers, and employees.

Section 11.02 The Recipient's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "J"**.

Section 11.03 Indemnification. The Recipient shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Recipient under this Contract. 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 Recipient, or any third party.

Section 11.04 Release. The Recipient assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Recipient'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 Recipient, or any third party.

Article XII. SUBCONTRACTS

Section 12.01 Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this contract without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this contract to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor Eligibility form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this contract, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

Section 12.02 In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this contract, and by the act of approval under Article XII, City does not waive any rights or remedies which may exist or which may subsequently accrue to City under this contract.

Section 12.03 Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this contract.

Section 12.04 Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

Article XIII. CONFLICT OF INTEREST

Section 13.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 CFR Sections 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

Article XIV. NONDISCRIMINATION AND SECTARIAN ACTIVITY

Section 14.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this contract. In addition, funds provided under this contract must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701u) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this contract be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan City as the project.

Section 14.02 Religious Organizations. Funds provided under this contract may not be provided to primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations, such as churches, for any activity, including secular activities. In addition, funds provided under this contract may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. The completed housing project must be used exclusively by the owner entity for secular purposes and must be available to all persons regardless of religion. There must be no religious or membership criteria for tenants of the property as specified under 24 CFR 92.257.

Article XV. LEGAL AUTHORITY

Section 15.01 Recipient assures and guarantees that Recipient possesses the legal authority to enter into this contract, to receive funds authorized by this contract, and to perform the services Recipient has obligated itself to perform hereunder.

Section 15.02 The person or persons signing and executing this contract on behalf of Recipient, or representing themselves as signing and executing this contract on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this contract on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

Section 15.03 Recipient shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this contract if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

Article XVI. LITIGATION AND CLAIMS

Section 16.01 Recipient shall give City immediate notice in writing of:

- (a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this contract; and
- (b) any claim against Recipient, the cost and expense of which Recipient may be entitled to be reimbursed by City.

Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

Article XVII. CHANGES AND AMENDMENTS

Section 17.01 Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both the Parties to this contract.

Section 17.02 It is understood and agreed by the Parties hereto that any performance under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the

assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

Section 17.03 Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the contract must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

Article XVIII. SUSPENSION

Section 18.01 In the event Recipient fails to comply with any term of this contract, City may, upon written notification to Recipient, suspend this contract in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this contract.

Article XIX. TERMINATION

Section 19.01 The City may terminate this contract in whole or in part, in accordance with 24 CFR 85.43 and this Article or as provided in this contract. In the event Recipient materially fails as determined by City, to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this contract.
- (e) City may terminate this contract for convenience in accordance with 24 CFR 85.44.

Article XX. AUDIT

Section 20.01 Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this

contract, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 CFR 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501 et. seq., and OMB Circular No.133, "AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS", for any of its fiscal years included within the contract Period, in which Recipient receives more than \$750,000.00 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative contracts, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this contract, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this contract. Audits performed under Subsection A of this Article XX are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as Exhibit B.

Section 20.02 Notwithstanding Paragraph 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

Section 20.03 Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this contract.

Section 20.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XX as City may require of Recipient.

Section 20.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

Article XXI. ENVIRONMENTAL CLEARANCE REQUIREMENTS

Section 21.01 Recipient understands and agrees that by the execution of this contract, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR, PART 58. In accordance with 24 CFR 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

Section 21.02 Funds provided under this contract, may not be obligated and expended before the actions specified in this Article occur.

Section 21.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. City shall document its compliance with such other requirements in its environmental review file.

Article XXII. SPECIAL CONDITIONS

Section 22.01 City shall not release any funds for any costs incurred by Recipient under this contract until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. City shall specify the content and form of such certification.

Section 22.02 Affordability. Funds provided under this contract must meet the affordability requirement of 24 CFR 92.252 and 24 CFR 92.254 and the HOME rules as applicable. The affordability period will be 15 years.

Section 22.03 Repayment. Recipient agrees that all repayments, including all interest and any other return on the investment of HOME funds will be made to City pro-rata. Repayment is due if the unit is not operated in accordance with the affordability requirement.

Section 22.04 Housing Quality Standards. Recipient shall ensure that all housing assisted with funds provided under this contract shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

Section 22.05 Affirmative Marketing. Recipient shall adopt Affirmative Marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing

units. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

Section 22.06 Enforcement of Affordability. City shall provide a legally enforceable contract consisting of a Land Use Restriction Agreement, containing remedies adequate to enforce the

affordability requirements of 24 CFR 92.252, as applicable, for each activity assisted under this contract, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 CFR 92.252(a)(5) are subject to the requirements of 24 CFR 92.503.

Section 22.07 Reversion of Assets. Upon termination of this contract, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this contract shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination. This section does not refer to CHDO proceeds from the sale of property.

Section 22.08 Flood Hazards. Funds provided under this contract may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

Section 22.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 CFR 92.350.

Section 22.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this contract. Recipient must comply with the applicable provisions of 24 CFR 92.353.

Section 22.11 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this contract (1) shall meet the lead-based paint requirements in 24 CFR 92.355 upon project completion and (2) shall meet the requirements of 24 CFR 92.251 for the duration of this contract.

Section 22.12 Tenant and Participation Protections. Recipient shall ensure that all tenant and participation protection policies are in accordance with 24 CFR 92.253, and the Recipient shall comply with all other provisions of 24 CFR 92 Subpart F.

Section 22.13 All documents necessary for the conveyance of real property, pursuant to the contract, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

Section 22.14 Funding under this contract is contingent upon Recipient meeting all terms and conditions of this contract.

Section 22.15 This contract and the performance hereunder may not be assigned without the express written consent of City.

Section 22.16 This contract is binding on Recipient's assigns and successors-in-interest.

Article XXIII. ORAL AND WRITTEN CONTRACTS

Section 23.01 All oral and written contracts between the Parties relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

Section 23.02 The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Recipient in accordance with Article III of this contract.

- (a) Exhibit A. Performance Statement
- (b) Exhibit B. Budget
- (c) Exhibit C. Project Implementation Schedule
- (d) Exhibit D. Applicable Laws and Regulations
- (e) Exhibit E. Certifications
- (f) Exhibit F. HOME Rents
- (g) Exhibit G. Project Compliance Report: Rental Housing Checklist 6-D
- (h) Exhibit H. Financial Summary
- (i) Exhibit I. Project Narrative
- (j) Exhibit J. Insurance Requirements
- (k) Exhibit K. CHDO Proposal

Article XXIV. VENUE

Section 24.01 For purposes of litigation pursuant to this contract, venue shall be in Brazos County, Texas.

Article XXV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 25.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of contractor under this contract. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

ELDER-AID, INC.

CITY OF COLLEGE STATION

By: James C Thomas
 Printed Name: JAMES C THOMAS
 Title: President

By: _____
 City Manager
 Date: _____

Date: 9/22/15

APPROVED:

City Attorney
Date: _____

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____, in her capacity as Executive Director of _____, a Texas Non-Profit Corporation.

Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2015, by Kelly Templin, as City Manager of the City of College Station, a Texas municipal corporation, on its behalf.

Notary Public in and for
the State of Texas

EXHIBIT A
PERFORMANCE STATEMENT

Elder-Aid, INC.

Section 1.01 Recipient is awarded **ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED NINETY-EIGHT AND 00/100, (\$159,598.00), FROM THE FY 2013 (HUD GRANT YEAR 2012) AND FY 2014 (HUD GRANT YEAR 2013) BUDGET** from the City of College Station HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) set-aside funds. These funds must be used for the acquisition and rehabilitation of the following properties:

Elder-Aid, Inc., is proposing to purchase approximately 2 housing units for the purpose of providing affordable rental units for income eligible and disadvantaged tenants. Elder-Aid intends to target all applicants at or below 60% of the area median income (AMI) and those applicants that are elderly, disabled, or in transition from homelessness.

Elder-Aid will also provide numerous inhouse referrals for case management, transitioning out of poverty, utility assistance, medical referrals and financial budgeting assistance and education.

It is Elder-Aid's intent to purchase the following properties for the Affordable Rental Program. These properties will be located in College Station and available for rent soon after purchase. Elder-Aid will focus more on 2 bedroom units due to the demand by elderly.

Properties for proposed purchase are as follows:

Duplex located at:
3408 & 3410 Normand Dr., College Station, 2 bedroom.

These properties will be made available for lease to income-eligible households at or below 60% of the Area Median Income.

Recipient shall dedicate all easements required by City, including blanket easements which shall be substituted with as-built easements for all City utilities.

All work must be in compliance with current City of College Station Building Codes. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.

Recipient must provide written notification of all subcontractors to City.

Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check, including credit history and criminal history checks.

The project must be completed no later than, **October 8, 2017**.

Upon completion of such construction, Recipient must submit a copy of all valid and eligible expense invoices paid. At that point, the City will have 30 days to review and validate eligible expenses contained in the invoices. Payment by City on valid and eligible invoices shall not exceed the maximums established in Exhibit B, Budgets.

Any and all Program Income as defined by 24 CFR 84.21 must be disbursed by Recipient prior to requesting a disbursement of funds from the City. Proceeds from the sale of properties acquired and rehabilitated under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2), as CHDO Proceeds. All such proceeds retained by the Recipient must be used for future affordable housing activities within the jurisdictional boundaries of the City of College Station, subject to approval by the City. The City grants the Recipient the right to maintain all project proceeds. All program income, recaptured funds, repaid funds, project proceeds, etc., are subject to this contract.

**EXHIBIT B
BUDGET**

ELDER-AID, INC.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the contract	\$159,598.00
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USES OF FUNDS:

Acquisition,	\$122,500.00
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Rehabilitation & Development Costs	\$22,098.00
------------------------------------	-------------

CHDO Developer Fee	\$15,000.00
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EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CONTRACT START DATE: August 13, 2015

CONTRACT END DATE: August 13, 2017

PRODUCTION SCHEDULE:

Month	HOME Amount Expended	# Housing Units Completed	# Housing Units Occupied
October 2015	141,500.00		
November 2015	7,000.00		
December 2015	8000.00		
January 2016	3,098.00	2	2

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this contract including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 CFR, 1958-1963 COMP., P. 652 AND 3 CFR, 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 CFR, PART 1;

EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 CFR PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 CFR, PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 CFR 107.60;

THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR, PART 8;

THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 CFR 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 CFR, CHAPTER 60.

THE REQUIREMENTS OF 24 CFR 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE CONTRACTOR/SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY CONTRACTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.

THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);

SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND

"NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 CFR, PART 8. BY SIGNING THIS CONTRACT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 CFR, PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 CFR PARTS 1500-1508;

THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);

EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);

THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);

EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).

EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.

THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);

THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);

THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);

THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D));

FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.);

24 CFR PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 CFR PART 24, AND 24 CFR SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990)).

V. LABOR REQUIREMENTS

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333);

COPELAND (ANTI-KICKBACK) ACT (40 USC 276c);

FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.).

VI. SECTION 3 CLAUSE

ALL SECTION 3 COVERED CONTRACTS MUST INCLUDE THE FOLLOWING CLAUSE:

A. THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701u (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

B. THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 135, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 135 REGULATIONS.

C. THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE

QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

D. THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 135.

E. THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 135 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 135.

F. NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 135 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

G. WITH RESPECT TO WORK PERFORMED IN CONNECTION WITH SECTION 3 COVERED INDIAN HOUSING ASSISTANCE, SECTION 7(B) OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT (25 U.S.C. 450E) ALSO APPLIES TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT. SECTION 7(B) REQUIRES THAT TO THE GREATEST EXTENT FEASIBLE (I) PREFERENCE AND OPPORTUNITIES FOR TRAINING AND EMPLOYMENT SHALL BE GIVEN TO INDIANS, AND (II) PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS SHALL BE GIVEN TO INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. PARTIES TO THIS CONTRACT THAT ARE SUBJECT TO THE PROVISIONS OF SECTION 3 AND SECTION 7(B) AGREE TO COMPLY WITH SECTION 3 TO THE MAXIMUM EXTENT FEASIBLE, BUT NOT IN DEROGATION OF COMPLIANCE WITH SECTION 7(B).

EXHIBIT E

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certified, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed:

BY: James C Thomas
James Thomas
President
ELDER-AID, INC.

DATE: 9/23/15

EXHIBIT F
HOME Rents
College Station – Bryan MSA
Effective June 1, 2015

	Program	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
	Low HOME Rent	\$533	\$571	\$686	\$791	\$883	\$975	\$1,065
	High HOME Rent	\$647	\$651	\$803	\$996	\$1,091	\$1,186	\$1,280
	Fair Market Rent	\$647	\$651	\$803	\$1,161	\$1,392	\$1,601	\$1,810
	50% Rent Limit	\$533	\$571	\$686	\$791	\$883	\$975	\$1,065
	65% Rent Limit	\$674	\$723	\$869	\$996	\$1,091	\$1,186	\$1,280

EXHIBIT H

Revenue Source	FY _____ Estimate	FY _____ Actual
Rental Income		
Total Rental Income		

Expenses Account		
Personnel:		
Gross Salaries		
Benefits		
Payroll Taxes		
Operations:		
Auto Expense		
Insurance		
Office Supplies		
Postage		
Professional Fees		
Printing		
Rent		
Repairs/Maintenance		
Telephone		
Travel/Training		
Utilities		
Other (Please Specify)		
Total Operating Expenses		
Surplus (Deficit)		
Income/Expenses		

**EXHIBIT I
PROGRAM NARRATIVE**

Reporting Dates:	
Total Units:	
# Occupied:	
# Vacant:	
# of Skips during year:	
# Evictions during year:	
# of Applications Processed:	
# of Applications Denied:	
# Leases Pending:	
# Lease Renewals:	
# of Turn-overs	
Marketing Efforts:	
Other:	

EXHIBIT J

INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Recipient/Contractor must comply with the following:

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

and Personal & Advertising Liability.

IV. Business Automobile Liability

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

V. Workers’ Compensation Insurance

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

EXHIBIT K

**2015
Community Housing Development Organization (CHDO)
Proposal for Funding**

General Information

Agency: Elder-Aid, Inc.	Date Submitted: September 18, 2015
Name of Proposal Writer: Lisa Guest	Position: Executive Director
Contact Person: Lisa Guest	E-Mail Address: lguest@elderaidbcs.org
Mailing Address: 307 S. Main St., Suite #202	Street Address: same
Contact Phone: 979-823-5127	Fax Number: 979-823-5119
Agency Fiscal Year: January 1 – December 31, 2015	

Summary of Funding Request

Project Type	Total No. of Units or Households	No. of HOME-Asst'd Units	Amount Requested	Matching Funds	Other Sources	Total Project Cost	% of HOME Investment
rentals	2	2	159,598.00			159,598.00	100%

Part One: Agency Information

Part 1A Non-Profit Status & Board Members:

a.	1. How many members are on the Board?	8
	2. How many Board seats are mandatory (i.e., required by a grant or your charter)?	3
	3. Does the agency have an annual Board orientation? If not, why?	A board orientation is only held when new board members are elected. Two new board members were elected in May so we are planning an orientation for late August or early September.
	4. What are the Board terms?	1 year
	5. How many consecutive terms can a member serve?	No term limits.
	6. Are the Board seats staggered (i.e., does half of the Board have their seat up for renewal in one year, and the other half the next year, etc.)?	No
	7. How often does the Board meet?	Monthly
	8. What is the average attendance?	90%
	9. Are there repercussions for too many missed meetings? Explain.	Yes, two unexcused absences constitute a voluntary resignation.

b. Is your agency incorporated as a non-profit organization under the laws of the State of Texas? If so, date of incorporation: June 18, 1998

c. Is your agency tax exempt under Internal Revenue code Section 501(c)(3)?

Yes No

Part 1B: Staff Development Experience

a. **Staff classification and documentation:** Provide staff information (including job title/duties) and indicate the number of paid full-time and paid part-time employees. Include payroll report and résumé for listed employees.

- ◆ See CHDO application package submitted January 8, 2015, Section 25, Staff Job Descriptions and Section 27, Staff Résumés.
- ◆ 1 full-time employee effective May 2015 – Lisa Guest, Executive Director and 1 part-time employee effective August 2014 – Kim Evans, Community Liaison. Attached is Elder-Aid's most recent payroll.
- ◆ At this time, Elder-Aid does not employ contract workers in any development or administrative roles within the organization or the CHDO program.

b. **Relevant development experience:** Provide details regarding staff experience for both homeownership and rental development projects (acquisition, rehabilitation/construction,

ownership/operation of housing). Indicate previous experience with CHDO projects, if applicable.

- ◆ See CHDO application package submitted January 8, 2015, Section 23, Home Contract and Affordability Terms for Elder-Aid's current portfolio. Of the 19 homes listed, affordability terms have expired for 1003 & 1005 Commerce, as well as 1004 Holt. The purchase of the 1139 Bittle home involved no HOME funds.
- ◆ Lisa Guest, Executive Director, has been employed with Elder-Aid since 2011 and in that time she has been involved in the property acquisition and construction of six homes and the rehabilitation of 1139 Bittle Lane, as well as the purchase of 1132 & 1134 Lodgepole Circle duplex in College Station.
- ◆ All Elder-Aid homes are rentals. Elder-Aid has never been involved in CHDO homeownership developments since the organization serves low-income elderly individuals who are often in poor health with poor credit and limited income. These circumstances make them ineligible for loans to purchase homes and unable to maintain or repair their homes.

Part 1C: Developer Capacity

- a. **Past and current performance:** Provide information on past HOME, CHDO and/or other real estate development activities. Explain the capacity of the organization to take on this additional activity with regard to existing projects.
- ◆ See CHDO application package submitted January 8, 2015, Section 28, Letter of Recommendation from the City of Bryan.
 - ◆ With the completion of 1012 & 1014 Bittle Lane projects, Elder-Aid has fulfilled all obligations to the City of Bryan HOME projects and has no other Bryan CHDO projects under development and will have the ability to manage the Normand Project without adversely affecting other programs.
 - ◆ Many of Elder-Aid's current Board of Directors are long-standing members. As a matter of fact, Jim Thomas, Kirk Brown, and Jim Davis, along with Elder-Aid founder, Sara Loeppert, were instrumental in acquiring three donated houses from Texas A&M that became Elder-Aid's first CHDO rehabilitation projects. These houses were due to be demolished, until Jim Thomas and Kirk Brown saw how a little money and a lot of hard work could impact an elderly person's life.
 - ◆ Since then, Elder-Aid's Board of Directors have overseen the construction of 15 additional houses, including the most recent projects, 1012 & 1014 Bittle Lane. Rehabilitation of the proposed Normand property involves much less work than new construction and should not tax the organization's capacity.

- ◆ The recent contract, between Elder-Aid and the City of College Station Community Development Services office, to purchase two duplexes on Lodgepole Circle will not impact Elder-Aid's ability to manage and complete this project in the specified time frame included in the proposal.
- b. **Organization/management structure:** Explain how the current corporation structure supports housing development activities. Does the current management have the ability to manage additional development activities? Indicate what policies and procedures are in place to govern development activities.
- ◆ Elder-Aid is in the process of defining policies and procedures that address HOME and CHDO development activities and its corporate lines of authority.
 - ◆ From Elder-Aid's very first CHDO project in 1998, board members Kirk Brown, Jim Thomas, and Jim Davis have been and continue to be central figures in assessing and determining appropriate CHDO projects for the organization. Although not paid staff, collectively these three men have more than 50 years of CHDO rehabilitation and construction experience. These men were instrumental in assessing and recommending Elder-Aid move forward with the Normand Project and will take the lead roles in ensuring that the necessary rehabilitation is completed according to city codes and in a timely manner.
 - ◆ As evidenced by Elder-Aid's past CHDO experience, the organization is more than qualified to support housing development activities in the City of College Station and will not require a secondary organizational structure for future projects within the College Station area. Due to the limited funding available for HOME housing projects each year, there is no need to separate Elder-Aid's housing development program from its other programs.
- c. **Staff/Board capacity and skills:** Describe staff capacity to manage the proposed project. Include strengths/weaknesses/opportunities for growth relating to property management, design and construction management, and marketing and intake. Also discuss the roles of the Board and its relationship to staff.
- ◆ See CHDO application package submitted January 8, 2015, Section 17, Elder-Aid Organizational Chart for corporate chain of command and Section 26, CHDO Management and Planning Certificate.
 - ◆ Elder-Aid's current Executive Director began in 2011 with little knowledge regarding CHDO operations or regulations. Since then, she has become well versed in all CHDO management and planning, demonstrating that she is able to adapt to its changing regulations and is dedicated to quickly but efficiently learn new skills pertaining to HOME projects.

- ◆ Without Lisa's initiative to better Elder-Aid, she would not have applied for and completed the CHDO Management and Planning Certification, a 15-week online certification course, of which Elder-Aid was one of only 30 participants selected nation-wide. Also, Lisa Guest attended the July 2014 Houston CHDO Workshop: Understanding the 2013 HOME Final Rule to ensure Elder-Aid remains current with the new rules and regulations.
- d. **Development team capacity:** Explain how the development team roles are defined. Include prior experience working together on previous projects.
- ◆ See CHDO application submitted January 8, 2015, Section 22, Board Expertise and Skills; Section 23, HOME Contract and Affordability Terms; and Section 26, CHDO Management and Planning Certificate.
 - ◆ As outlined throughout this document Elder-Aid has established itself as a strong organization with the proven experience and ability to become a successful and valued CHDO for the College Station Community Development Services Department. Elder-Aid's Executive Director is a self-learner with the initiative and research skills to educate herself on any topic and will go to great lengths to obtain the knowledge required.
 - ◆ Elder-Aid's Construction Committee includes Lisa Guest, Jim Davis, Kirk Brown, and Jim Thomas. Lisa and the other members of the committee have worked together since 2011 and in that time Elder-Aid has constructed six houses and rehabbed one house at 1139 Bittle Lane. The team is well organized and capable of making use of large numbers of community volunteers to help keep costs down.

Part 1D: Fiscal Soundness

- a. **Financial Management:** Discuss budgeting operations, internal controls, and financial reporting measures for the organization.
- ◆ See CHDO Application, submitted January 8, 2015, Section 9, Affidavit of Financial Standard; Sections 11-13, Annual Audits; Section 14, Annual Budget 2014; Section 15, Balance Sheet as of October 31, 2014; Section 16, P&L Statement as of October 31, 2014; Section 21, Monthly BOD Meeting Dates and Minutes; Section 24, AHP Monthly Property Statement; and Section 31, Financial Procedures.
 - ◆ The above documents demonstrate Elder-Aid's ability to manage all aspects of financial management for the organization.
 - ◆ Elder-Aid's monthly rental income maintains a stable funding base for the organization, while additional income from grants and donations are used to fund client assistance programs. Unless specified otherwise, 100% of all donations are allocated to client assistance. These funds can be used to pay for home repairs,

utilities, medications, and other needs clients may request. The Board of Directors reviews all undesignated donations before approving its allocation.

- ◆ The only time Elder-Aid has experienced cash flow issues is during CHDO construction projects due to the time constraints of paying invoices, waiting for checks to be paid and posted so that copies can be printed, and the time between submitting CHDO invoices and waiting to receive payment from the city.
- ◆ To avoid cash flow issues, Elder-Aid passed a resolution at the June 17, 2015 Board of Directors Meeting to establish an unsecured line of credit with Prosperity Bank. This unsecured line of credit will cover the gap between expenditures and City of College Station CHDO reimbursements and will enable Elder-Aid to move forward with the purchase of this property. See Resolution dated, June 17, 2015.
- ◆ As demonstrated in this application and the above documents, Elder-Aid has demonstrated its ability to manage income and expenses in a conservative manner to ensure sufficient funds remain available.

b. **Audit:** Indicate if the organization has an annual audit. Provide a copy of the most recent annual audit.

- ◆ See CHDO Application, submitted January 8, 2015, Sections 11, 12, and 13 for annual audit results.
- ◆ Due to the expense of external audits, Elder-Aid's policy requires the Board of Director Treasurer, Jim Davis, to perform annual internal audits and every third year an external audit is conducted by a third-party accounting firm. An external audit was conducted by Thompson, Derrig & Craig, CPA in 2012. An internal audit was conducted in 2013 and will be performed for 2014 by Jim Davis.
- ◆ Of the past audits conducted there were no negative findings that needed to be addressed.

c. **Financial stability:** Explain whether the organization maintains a stable funding base for operations and offers sufficient funds to carry out current and proposed activities.

- ◆ Elder-Aid has been a CHDO with the City of Bryan since 1998 and has demonstrated their ability to construct, oversee, and manage its projects and homes. Financially Elder-Aid is able to maintain and repair all homes when the need arises. Each budget year, Elder-Aid assesses the current status of all homes to determine repairs and maintenance that will be needed. In recent years Elder-Aid replaced four central AC units and two roofs on older properties, as well as the rehabilitation of 1139 Bittle, a property that was purchased using no CHDO funds.

- ◆ Elder-Aid currently has 19 homes in its portfolio and all homes are in pristine physical and financial condition. Rental income is more than adequate to support both planned and unplanned expenses that may arise during the fiscal year, as well as maintaining appropriate property and liability insurance on all houses.

Part 1E: Community Relations

- a. **Community support:** Discuss the organization's relationship to the local community, with consideration given to the proposed project. Also indicate relationships with local government and lenders.
- ◆ See CHDO Application, submitted January 8, 2015, Section 30, Public Input Resolution.
 - ◆ Elder-Aid has been building CHDO houses since 1998 and as a result has strong ties with the local community through programs such as home repairs, utility assistance, transportation, and housing. In regards to NIMBY, due to the state of the City of Bryan property values, Elder-Aid has not experienced opposition to the construction of its homes. In fact, Elder-Aid has seen some neighbors upgrade their homes after the organization built new homes in their neighborhood.
 - ◆ As for the College Station area, Elder-Aid does not foresee opposition to the Normand Project since the organization will be rehabbing an existing property, which will add value to the neighborhood. Current tenants will be allowed to remain in their homes, but will be required to sign a new one-year lease per HUD/Brazos Valley Council of Governments Voucher program requirements.
 - ◆ Elder-Aid's Corporate Board of Directors' Resolution dated June 6, 2007 established a formal process for community members and potential opponents to express their needs and concerns.
 - ◆ Elder-Aid has built a strong relationship with the City of Bryan, in which their support has been proven through the commitment of HOME funds for 18 Elder-Aid homes over 17 years.
 - ◆ Elder-Aid board of directors are committed to helping the elderly and when funds have been short to build homes, board members have committed personal funds to make projects happen.

End of Agency Information

Part Two: Project Information

Part 2A: Narrative

Provide a brief narrative description of your project(s).

- ◆ Elder-Aid intends to purchase a duplex located at 3408 & 3410 Normand.

Part 2B: Activity Type

a. Is the proposed project an eligible CHDO set-aside activity?

- Yes No

b. Please select the activities that best relate to your project (s)

- | | |
|---|--|
| <input type="checkbox"/> Homebuyer Activity | <input type="checkbox"/> Acquisition and New Construction |
| <input checked="" type="checkbox"/> Rental Activity | <input checked="" type="checkbox"/> Acquisition and Rehabilitation |
| <input type="checkbox"/> Acquisition only | <input type="checkbox"/> Mixed Use – Retail/Residential |
| <input type="checkbox"/> Construction only | <input type="checkbox"/> Other |

Part 2C: Project Location

All projects must be located within the city limits of College Station. Is the project located in College Station?

- Yes No

Part 2D: Market Analysis

a. Develop a brief need statement that clearly states the purpose for the project. Discuss the causes of the problem, the resulting need within the community, and the significance of the project to the beneficiaries of the community.

- ◆ The purchase of the Normand duplex will serve Elder-Aid's mission by providing safe and affordable housing for two low-income households, one of which is an existing Elder-Aid client.
- ◆ During the past four years, Elder-Aid has had numerous requests for affordable housing in the College Station area. Due to the high cost and limited availability of land in College Station, Elder-Aid has been unable to purchase and construct a traditional Elder-Aid home, which is a small one-bedroom, one bathroom home.
- ◆ The proposed Normand Project is located in an ideal neighborhood with close access to stores and services, as well as medical facilities. As part of the project we will improve the property, which will benefit other tenants and land owners in the neighborhood.

b. Affirmative Marketing Activities: Outline the proposed marketing plan (*Homeownership and Rental Housing projects only*) such that it describe the methods for informing the public, owners, and potential tenants about federal fair housing laws. Describe procedures to be used to inform and solicit applications for persons in the housing market area who are not likely to apply for housing without special outreach. Applicant records must describe actions to be taken to affirmatively market units and assess the results of those actions.

- ◆ Elder-Aid has experience in locating low-income elderly tenants for our homes. As part of our programs, Elder-Aid has a volunteer caseworker that counsels many elderly, low-income families, some of which are living in deplorable housing, or in some cases, are homeless and living in shelters or with relatives.
- ◆ Elder-Aid maintains a waiting list of low-income elderly clients who need safe and affordable housing and who qualify both in terms of age and income. These clients are given priority for rental of a new or vacant home. Should the waiting list not have a suitable candidate, Elder-Aid works through our property management company, At Home Properties, as well as notifying and advertising with the Brazos Valley Council of Governments Housing Assistance Voucher Program. Elder-Aid also networks with other public service agencies including 211, Adult Protective Services, and Twin City Mission to obtain referrals of low-income elderly in need of housing. If needed, ads have been placed in *The Eagle* to locate prospective tenants.
- ◆ At this time in Bryan, Elder-Aid has one vacant home with tenants set to move in October 1st. A second home will be available mid November and has tenants who have been income qualified through the City of Bryan Community Development and ready to move in. Neither tenants moving into our homes in October and mid November were on HUD/Section 8 rental assistance. As soon as the program opened up on August 7th, Elder-Aid's case manager completed applications and had them on the BV Council of Governments Housing Choice Voucher Program waiting list. Since that time, both tenants have been pulled from the waiting list and are in the process of receiving their rental assistance vouchers.
- ◆ Elder-Aid homes seldom remain vacant for long. As soon as we know there will be a vacancy, we immediately begin reviewing our waiting list and locating tenants who are most in need. Also for any tenants not receiving rental assistance, the first thing we do is complete an on-line application to put them on the waiting list for rental assistance.

c. Targeted Income Group

Indicate the number of units or households to be served in each Target Population.

Target Population	Number of Units or Households
0-30% of the Area Median Income	1
31-50% of the Area Median Income	1
51-60% of the Area Median Income	
61-80% of the Area Median Income	
Market rate income	
Total	2

d. Special Needs Population

- | | |
|--|--|
| <input checked="" type="checkbox"/> Elderly | <input type="checkbox"/> Developmentally Disabled |
| <input type="checkbox"/> Frail Elderly | <input type="checkbox"/> Persons w/HIV/AIDS |
| <input type="checkbox"/> Severe Mental Illness | <input type="checkbox"/> Persons w/Alcohol/Other Drug Addictions |
| <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Victims of Domestic Violence |
| <input type="checkbox"/> Other | |

Part 2E Project Development Details:

a. Do you have site control? (Or Option Contract executed if applying to acquire)

- Yes (Date acquired: _____) No

If **no**, explain how you intend to secure site control prior to the start of this project.

b. Will your project involve temporary or permanent relocation of residents or businesses?

- Yes No

c. Will your project involve the construction or rehabilitation of 12 or more HOME-assisted units?

- Yes No

d. Provide a brief description of the following information.

- Property Analysis
- property description, including amenities and unit features
- ◆ 3408 & 3410 Normand is an existing duplex. Each two-bedroom unit is approximately 750 square feet and includes central air conditioning with gas heat, appliances, washer and dryer.
 - current property condition/inspection
- ◆ This duplex is nearly 30 years old but 3408 is better maintained than 3410 Normand. The tenant in 3410 is a hoarder and the unit will require cleaning and replacing the kitchen cabinets, as well as replacing the bathroom cabinet. Eventually, it will require exterior repairs to the siding and fencing.
- ◆ Initial repairs to both units will include replacing all windows and adding blown-in installation in the attic to ensure units are energy efficient.
 - appraisal information. provide a statement and include as an attachment a recent property appraisal, if available.
- ◆ Current property tax assessments value the duplex at \$111,310.00. Due to the limited availability of properties in the College Station area with tenants receiving rental assistance through the Brazos Valley Housing Choice Voucher Program, Elder-Aid is purchasing the Normand duplex at a cost above the assessed value. To offset the cost of the assessed value vs. the purchase price, Kirk Brown, Board of Director Vice-President donated \$5,000 toward the purchase price.

- o Proposed Improvements to Property
- ◆ Both duplexes:
 - Replace windows with energy efficient low E, double pane, vinyl windows.
 - Add blown in insulation to the attic to meet current codes and regulations.
- e. Indicate the number of HOME-assisted and market rate units and the proposed monthly rent/sales price by the following bedroom sizes.

Bedroom Size	HOME-assisted	Market	Proposed monthly rent or sales price for unit
0			
1			
2	2	803.00	596.00
3			
4			
Other			
Total	2	1,606.00	1,192.00

Part 2F Project Development Timeline:

- a. Describe the project timeline from acquisition through final sale or lease of units. Include the following, as applicable:
- timelines for the entire project and each phase;
 - flow of all activities; and
 - recruitment/marketing plan for potential residents/home buyers.
- ◆ 3408 & 3410 Normand duplex is currently under contract with anticipated closing date of October 30th. Repairs and upgrades to these units may take longer since Elder-Aid will need to utilize its own funds to help with the repairs that are needed.
 - ◆ Current tenants, in both duplexes, will have the option to remain in the upgraded units and sign a new lease with Elder-Aid per HUD requirements.
- b. Production Schedule: Please complete the following schedule (add additional months, as necessary).

Month	HOME Amount Expended	# Housing Units Completed	# Housing Units Occupied
October 2015	141,500.00		2
November 2015	7,000.00		2
December 2015	8000.00		2

January 2016	3098.00	2	2

End of Project Information

Part Three: Financial Information

Part 3A: Budget Expense Detail

Complete the development budget expense detail for pre-acquisition through construction. Do not include operating revenues or expenses other than for initial reserves.

Development Budget Cost Items	Amount
Acquisition Costs	
Land	\$
Existing Structures	\$
Other Acquisition Costs:	\$ 122,500.00
Site Work Costs	
Demolition/Clearance	\$
Site Remediation	\$
Improvements: construct small sheds for storage	\$
Other Site Work Costs	\$
Construction / Rehabilitation Costs (construction contract costs)	
Other Site Work	\$
New Construction	\$
Rehabilitation	\$ 16,000.00
General Requirements	\$
Performance & Payment Bond Premiums	\$
Construction Contingency	\$
Other Construction / Rehabilitation Costs	\$
Lead Abatement	\$
Architectural and Engineering Fees	
Architect Fee -- Design	\$
Architect Fee -- Construction Supervision	\$
Engineering Fees	\$
Other Architectural and Engineering Fees	\$
Other Owner Costs	
Project Consultant Fees	\$
Legal and Organizational Expenses	\$
Syndication Fees (If utilizing Housing Tax Credits)	\$
Market Study	\$
Survey	\$ 750.00
Appraisal Fees	\$
Soil Boring/Environmental Survey/Lead-Based Paint Evaluation	\$
Tap Fees and Impact Fees	\$
Permitting Fees	\$

Real Estate Attorney Fees	\$	400.00
Construction Loan Legal Fees	\$	
Other Owner Costs: interest on interim loan	\$	948.00
Tenant Relocation Costs	\$	
Project Administration and Management Costs		
Developer fee	\$	15,000.00
Initial Rent Up Reserves	\$	4,000.00
Initial Project Reserves	\$	
Marketing/Management	\$	
Operating Expenses	\$	
Taxes	\$	
Insurance	\$	
Other Project Administration & Management Costs: lease fees	\$	
Total Development Costs	\$	159,598.00

Part 3B: Development Operating Revenue Budget (Rental Development)

For rental developments, complete the table for each unit type rent. Utilize the published HOME rents and applicable utility allowances attached.

Figures on this chart, calculated based on the 2015

Rental Unit Characteristics						
High HOME Units: Capped at 60% AMI Low HOME Units Capped at 50% AMI (Low HOME required for 20% of units if total units greater than 5.	Number of Units	Gross HOME Rent, per unit, per month	Monthly Utility Allowance (Compute from Utility Allowance Table)	Net Rent After Utilities, per unit, per month	Monthly Rent After Utilities	Annual Rent After Utilities (Monthly Rent After Utilities x No. Units Each Type X 12)
0 BR High HOME Units		\$	\$	\$	\$	\$
0 BR Low HOME Units		\$	\$	\$	\$	\$
0 BR Market Rate Units		\$	\$	\$	\$	\$
1 BR High HOME Units		\$	\$	\$	\$	\$
1 BR Low HOME Units		\$	\$	\$	\$	\$
1 BR Market Rate Units		\$	\$	\$	\$	\$
2 BR High HOME Units	2	\$ 803.00	\$ 207.00	\$ 596.00	\$ 596.00	\$ 14,304.00
2 BR Low HOME Units		\$	\$	\$	\$	\$
2 BR Market Rate Units		\$	\$	\$	\$	\$
3 BR High HOME Units		\$	\$	\$	\$	\$
3 BR Low HOME Units		\$	\$	\$	\$	\$
3 BR Market Rate Units		\$	\$	\$	\$	\$
4 BR High HOME Units		\$	\$	\$	\$	\$
4 BR Low HOME Units		\$	\$	\$	\$	\$
4 BR Market Rate Units		\$	\$	\$	\$	\$
5 BR High HOME Units		\$	\$	\$	\$	\$
5 BR Low HOME Units		\$	\$	\$	\$	\$
5 BR Market Rate Units		\$	\$	\$	\$	\$
Total	2	NA	NA	NA	NA	\$ 14,304.00

Part 3C Development Operating Expense Budget (Rental Development):
 For rental developments, complete the operating expense table.

Operating Expense Pro-Forma (Rental Developments)	Annual Cost
Management Expenses	
Management Fee	\$ 10,320.00
Management Administrative Payroll Costs	\$ 62,621.15
Legal Fees	\$
Accounting / Audit Fees	\$ 1,200.00
Advertising / Marketing	\$ 2,000.00
Telephone	\$ 3,300.00
Office Supplies	\$ 2,500.00
Other Administrative Expenses: postage	\$ 700.00
Other Management Expenses	\$
Operations and Maintenance Expenses	
Security	\$
Operations and Maintenance Administrative Payroll Costs	\$
Other Mechanical Equipment	\$
Interior Painting	\$
Routine Repairs and Supplies	\$ 7,800.00
Exterminating	\$ 800.00
Lawn and Landscaping	\$ 6,300.00
Garbage Removal	\$
Resident Service Cost	\$
Other Maintenance Costs: cleaning and make ready	\$ 2,000.00
Operations and Maintenance Expenses	\$
Utilities Paid by the Property	
Electricity	\$
Natural Gas, Oil, Other Fuel	\$
Sewer and Water	\$
Other Utilities Paid by the Property	\$ 500.00
Taxes / Insurance / Reserves / Other Expenses	
Real Estate Taxes	\$
Other Taxes and Licenses	\$
Property Insurance	\$ 8,646.00
Reserve for Replacement	\$
Operating Reserve	\$ 10,000.00
Other Operating Expenses (List)	

Insurance: Worker's Comp, volunteer, and general liability	\$	1,000.50
PR and Marketing	\$	2,800.00
Office Rent	\$	9,000.00
Intuit Payroll	\$	516.00
Direct Client Assistance	\$	9,420.00
TOTAL	\$	141,423.65

End of Financial Information



Legislation Details (With Text)

File #: 15-0585 **Version:** 1 **Name:** Cayenta Change Order #2
Type: Change Order **Status:** Consent Agenda
File created: 9/25/2015 **In control:** City Council Regular
On agenda: 10/8/2015 **Final action:**
Title: Presentation, possible action, and discussion on approving a Change Order to the “Cayenta Software Implementation Services Agreement” between the City of College Station and N. Harris Computer Corporation (dba Cayenta). This Change Order will increase the contract by \$76,800 for a new total of \$711,752.
Sponsors: Ben Roper
Indexes:
Code sections:
Attachments: [CSTX - CO-002 - Project Extension v0.7.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approving a Change Order to the “*Cayenta Software Implementation Services Agreement*” between the City of College Station and N. Harris Computer Corporation (dba Cayenta). This Change Order will increase the contract by \$76,800 for a new total of \$711,752.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the change order.

Summary: On August 25, 2014, Council approved contracts with N. Harris Computer Corporation for implementation of a Work Management System (WMS) as part of the overall ERP Replacement Project. During project implementation, the availability of staff resources and complexities associated with the overall project necessitated the need to change the schedule for the WMS. The schedule change increases the implementation period by 46% and adds Cayenta project management and consultant resources to meet revised schedule requirements.

Budget & Financial Summary: Funding for this Change Order is available in contingency funds within the Capital Improvement Plan Budget, ERP Replacement Project, CO 1204.

Attachments:
Change Order #2



City of College Station – Cayenta WMS **Implementation** **Change Order #002**

Title

Cayenta Work Management System (WMS) Implementation Project Extension

Background and Justification

This change order documents the change in Cayenta Work Management schedule and effort for a new target Go-live of April 25, 2016 with the project duration increasing to 19 months. This Change Order also de-scopes Modifications that the CITY has identified as not required.

This Change Order and Amendment to Software License ("Change Order") is made by and between Cayenta, a Division of N. Harris Computer Corporation and The City of College Station and relates to that certain Software License, Implementation and Support and Maintenance Agreement ("License Agreement") made effective as of 26th day of August 2014 and the Statement of Work thereunder.

Contact and General Information

	City of College Station	Cayenta
Contact	Jeff Kersten	Bill Stephen
Email	jkersten@cstx.gov	bstephen@cayenta.com
Date	Aug 18, 2015	
Product	Cayenta Work Management System	

Project Extension Costs

The project extension to the revised April 25th 2016 Go Live will result in the following additional costs to the project.

Rationale

- Remaining project effort from August 2015 onwards has been split out across the rest of the project
- Effort expended in May, June and July has been excluded from these calculations



- The initial 80 hour per month Consulting effort for the 4 month consulting effort has been reduced to 40 hours per month.
- The additional BI workshop to complete the conversion activities will be handled remotely and is included in the existing project budget
- The Project Management effort has been extended by six months at 0.4 FTE assignment to reflect the additional effort between December and June
- The Project Management effort has been factored up by 0.1 FTE assignment for the months of October and November to reflect the PM effort for these months
- The increase to the extension costs is reduced by the CITY's desire to revise the resourcing assignment on the project of the HARRIS team and take on Primary Ownership of the following activities
 - o Integration Test Planning and Execution
 - HARRIS will provide necessary guidance and Caystone assistance
 - THE CITY will define a team responsible for primary support of the testing phase to triage issues prior to escalation to the HARRIS team if needed
 - HARRIS will provide necessary Incident triage guidance to support the CITY team and assist in escalation of issues the CITY is not able to resolve
 - o Daily Operations Test Planning and Execution
 - HARRIS will provide necessary guidance and Caystone assistance
 - THE CITY will define a team responsible for primary support of the testing phase to triage issues prior to escalation to the HARRIS team if needed
 - HARRIS will provide necessary Incident triage guidance to support the CITY team and assist in escalation of issues the CITY is not able to resolve
 - o Training Planning and Execution
 - HARRIS will provide the necessary training templates as outlined in the Statement of Work for the CITY to customize as needed
 - THE CITY will lead the training phase in a classroom environment suitable to the CITY needs.

The costs reflected in the table below reflect the rationale detailed above. The CITY has elected to de-scope three modifications adding \$25,200 to the project contingency fund, allocated to the additional change order cost reducing the CITY responsibility to \$76,800.

Table 1 – Change Order Costs		
Cost		Activity
\$	81,600.00	Project Management (6 Months Extension at 0.4, 2 Months increase from 0.3 to 0.4)
\$	13,600.00	50 % Consulting Extension (reduced to 20 hours/week)
\$	6,800.00	50% BI Extension (reduced to 20 hours/week)
\$	-	Conversion Workshop 2 - Zero Cost
\$	102,000.00	Revised CSTX Responsibility
\$	(25,200.00)	Credit for Mods To De-scope
\$	76,800.00	Added Cost to CSTX (With mods FM.107, FAC.67 ad GT.144 de-scoped)



Table 2 De-Scoped Modifications		
Value	Requirement	
\$ 7,000.00	FM.107 The system has the ability to allow the schedule to be viewed by employees outside of Equipment Services (e.g., Police Supervisors to view upcoming fleet activities).	
\$ 14,000.00	FAC.67 The system has the ability to provide Gantt updates in real-time to reflect actual completion time and if shorter or longer than forecast duration, update resource availability accordingly	
\$ 4,200.00	GT.144 The system has the ability to re-route workflow assignments based on availability triggered by unavailable status	
\$ 25,200.00	Sub Total Hours Banked	

Description of Change Request

Table A – Listing of Existing Invoiced Milestones

PHASE	DESCRIPTION	Previous Date	Actual Date	DOLLARS	RETAINAGE	Invoice #	Invoice Amount
Monthly-01	WMS Project Management	N/A	14-Oct-14	\$ 14,000.00	\$ 2,800.00	CT020227	\$11,200.00
Monthly-02	WMS Project Management	N/A	14-Nov-14	\$ 14,000.00	\$ 2,800.00	CT020228	\$ 11,200.00
Monthly-03	WMS Project Management	N/A	14-Dec-14	\$ 14,000.00	\$ 2,800.00	CT020690	\$ 11,200.00
Monthly-04	WMS Project Management	N/A	15-Jan-15	\$ 14,000.00	\$ 2,800.00	CT020983	\$ 11,200.00
Monthly-05	WMS Project Management	N/A	15-Feb-14	\$ 14,000.00	\$ 2,800.00	CT021545	\$ 11,200.00
Monthly-06	WMS Project Management	N/A	15-Mar-15	\$ 14,000.00	\$ 2,800.00	CT021848	\$ 11,200.00
Monthly-07	WMS Project Management	N/A	15-Apr-15	\$ 14,000.00	\$ 2,800.00	CT022274	\$ 11,200.00
Monthly-08	WMS Project Management	N/A	15-May-15	\$ 14,000.00	\$ 2,800.00	CT022728	\$ 11,200.00
Monthly-09	WMS Project Management	N/A	15-Jun-15	\$ 14,000.00	\$ 2,800.00	CT023196	\$ 11,200.00
Monthly-10	WMS Project Management	N/A	15-Jul-15	\$ 14,000.00	\$ 2,800.00	CT024120	\$ 11,200.00
MP-100	WMS Project Planning & PMO	N/A	14-Oct-14	\$ 13,552.00	\$ 2,710.00	CT020984	\$ 10,842.00



	Setup						
MP-101	WM Discovery Complete	N/A	15-Jan-15	\$ 48,000.00	\$ 9,600.00	CT021849	\$ 38,400.00
MP-102	WM Discovery Documents Delivered	N/A	15-Jan-15	\$ 5,000.00	\$ 1,000.00	CT021850	\$ 4,000.00
MP-103	WM Initial Configuration Complete	N/A	15-Jan-15	\$ 20,000.00	\$ 4,000.00	CT023197	\$ 16,000.00
MP-104	WM Functional Test Plan Delivered	N/A	15-Feb-15	\$ 5,000.00	\$ 1,000.00	CT023198	\$ 4,000.00
Subtotal Holdback to Date					\$ 46,310.00	Subtotal Invoice Amount to Date	\$185,242.00

Table B – Adjusted remaining milestones

PHASE	DESCRIPTION	Previous Date	Planned Date	DOLLARS	RETAINAGE	Invoice #	Invoice Amount
Monthly-11	Project Management	N/A	31-Aug-15	\$ 14,000.00	\$ 2,800.00		\$ 11,200.00
Monthly-12	Project Management	N/A	30-Sep-15	\$ 14,000.00	\$ 2,800.00		\$ 11,200.00
MP-109A	WM Data Conversion Workshop 1 Delivered (completed and will be invoiced with signed change order)	N/A	31-May-15	\$ 5,000.00	\$ 1,000.00		\$ 4,000.00
MP-109B	WM Data Conversion Workshop 2 and Plan Delivered	N/A	30-Sep-15	\$ 10,000.00	\$ 2,000.00		\$ 8,000.00
MP-105A	WM Primary Functional Testing Wk 1 & Wk 2 Complete	N/A	31-Aug-15	\$ 10,000.00	\$ 2,000.00		\$ 8,000.00
MP-105B	WM All Primary Functional Testing Complete	N/A	31-Aug-15	\$ 10,000.00	\$ 2,000.00		\$ 8,000.00
MP-106	WM Modification BRDs Delivered	30-Apr-15	30-Sep-15	\$ 2,400.00	\$ 480.00		\$ 1,920.00
MP-108	WM Reporting Workshop and Plan Delivered	31-May-15	30-Sep-15	\$ 8,000.00	\$ 1,600.00		\$ 6,400.00
MP-110	WM Secondary Functional Testing Complete	30-Jun-15	30-Sep-15	\$ 25,000.00	\$ 5,000.00		\$ 20,000.00
MP-111	WM Modification FRDs Delivered	30-Apr-15	30-Sep-15	\$ 2,400.00	\$ 480.00		\$ 1,920.00
MP-112A	WM Interfaces FDD (Specs and BRD) Group 1 Delivered	N/A	31-Aug-15	\$ 8,000.00	\$ 1,600.00		\$ 6,400.00



MP-112B	WM Interfaces FDD (Specs and BRD) Group 2 Delivered	N/A	30-Sep-15	\$ 8,000.00	\$ 1,600.00		\$ 6,400.00
MP-114	WM Modifications Delivered	31-Jul-15	31-Oct-15	\$ 6,000.00	\$ 1,200.00		\$ 4,800.00
MP-115A	WM Interfaces Group 1 Delivered	N/A	30-Sep-15	\$ 10,000.00	\$ 2,000.00		\$ 8,000.00
MP-115B	WM Interfaces Group 2 Delivered	N/A	31-Oct-15	\$ 10,000.00	\$ 2,000.00		\$ 8,000.00
MP-116	WM Reports and Portals Delivered	31-Jul-15	31-Oct-15	\$ 22,500.00	\$ 4,500.00		\$ 18,000.00
MP-113	WM Integrated Test Plan Delivered	31-Aug-15	31-Dec-15	\$ 5,000.00	\$ 1,000.00		\$ 4,000.00
MP-117	WM Full Integrated Testing Complete	31-Oct-15	31-Jan-16	\$ 30,000.00	\$ 6,000.00		\$ 24,000.00
MP-124A	MWM Functional Testing Complete	N/A	31-Oct-15	\$ 12,500.00	\$ 2,500.00		\$ 10,000.00
MP-124B	MWM Integration Testing Complete	N/A	29-Feb-16	\$ 22,500.00	\$ 4,500.00		\$ 18,000.00
MP-118	WM Daily Ops Testing Complete	31-Oct-15	29-Feb-16	\$ 15,000.00	\$ 3,000.00		\$ 12,000.00
MP-119A	WM Train the Trainer Complete	N/A	29-Feb-16	\$ 12,500.00	\$ 2,500.00		\$ 10,000.00
MP-119B	WM End-user Training Complete	N/A	31-Mar-16	\$ 12,500.00	\$ 2,500.00		\$ 10,000.00
MP-120	WM Readiness and Cut-over Planning Complete	30-Nov-15	31-Mar-16	\$ 5,000.00	\$ 1,000.00		\$ 4,000.00
MP-121	WM Go-live	30-Nov-15	30-Apr-16		\$ (25,000.00)		\$ 25,000.00
MP-122	WM Post Go-live Transition Period	31-Dec-15	31-May-16		\$ (25,000.00)		\$ 25,000.00
MP-123	WM System Acceptance (with holdback reduction for de-scoped mods)	29-Feb-16	30-Jun-16		\$ (52,370.00)		\$ 52,370.00
					\$ -		\$ 326,610.00

Table C – Listing of additional milestones

Monthly 13	WMS Project Management (CO-002)	N/A	31-Oct-15	\$ 13,600.00	\$ 2,720.00		\$ 10,880.00
Monthly 14	WMS Project Management (CO-002)	N/A	30-Nov-15	\$ 13,600.00	\$ 2,720.00		\$ 10,880.00
Monthly 15	WMS Project Management (CO-002)	N/A	31-Dec-15	\$ 13,600.00	\$ 2,720.00		\$ 10,880.00
Monthly 16	WMS Project Management (CO-002)	N/A	31-Jan-16	\$ 13,600.00	\$ 2,720.00		\$ 10,880.00
Monthly 17	WMS Project Management (CO-002)	N/A	28-Feb-16	\$ 13,600.00	\$ 2,720.00		\$ 0,880.00
Monthly 18	WMS Project Management (CO-002)	N/A	31-Mar-16	\$ 13,600.00	\$ 2,720.00		\$ 10,880.00



MP-125	WM Application Consultant Extension – June (CO-002)	N/A	30-Jun-15	\$ 3,400.00	\$ 680.00		\$ 2,720.00
MP-126	WM Application Consultant Extension – July (CO-002)	N/A	31-Jul-15	\$ 3,400.00	\$ 680.00		\$ 2,720.00
MP-127	WM Application Consultant Extension - August (CO-002)	N/A	31-Aug-15	\$ 3,400.00	\$ 680.00		\$ 2,720.00
MP-128	WM Application Consultant Extension - September (CO-002)	N/A	30-Sep-15	\$ 3,400.00	\$ 680.00		\$ 2,720.00
MP-129	WM BI Integration Consultant Extension - June (CO-002)	N/A	30-Jun-15	\$ 1,700.00	\$ 340.00		\$ 1,360.00
MP-130	WM BI Integration Consultant Extension - July (CO-002)	N/A	31-Jul-15	\$ 1,700.00	\$ 340.00		\$ 1,360.00
MP-131	WM BI Integration Consultant Extension - August (CO-002)	N/A	31-Aug-15	\$ 1,700.00	\$ 340.00		\$ 1,360.00
MP-132	WM BI Integration Consultant Extension - September (CO-002)	N/A	30-Sep-15	\$ 1,700.00	\$ 340.00		\$ 1,360.00
MP-133	WM System Acceptance (CO-002 Additional MP's)	N/A	30-Jun-16		\$ (20,400.00)		\$ 20,400.00
					\$ -		\$ 102,000.00

Invoiced Original Contract Milestones	\$ 185,242.00
Revised Remaining Original Contract Milestones	\$ 326,610.00
Additional Milestones for Extension	\$ 102,000.00
Total Service Contract Value	\$ 613,852.00
Remaining License Milestone	\$ 38,208.00



Project Impact

Budget	<p>The total budget will increase by \$76,800.</p> <p><i>Note: The project duration increased by 46% from the original statement of work while the budget increase was held to 14%.</i></p>
Payment Milestones	<p>This change order replaces in whole the existing milestones listed in previous contract schedules.</p>
Resources	<p>The number of City resources will stay the same.</p> <p><i>Note: The City is being provided with an estimate from Cayenta for planning purposes.</i></p>
Schedule	<p>The Go-live date will be extended to April 25, 2016.</p>
Risk	<p>Low (increase in project duration and project effort but not in project scope)</p>

Attachments: None



Approval

Net Amount of Change Order \$76,800

City Manager

Date

City Attorney

Date

Assistant City Manager/CFO

Date

Scott MacKendrick
V.P., Professional Services

Date

Milestones indicated with an Invoice date prior to the execution date of this change order will be invoiced upon return of the signed Change Order. The remaining fees shall be invoiced after delivery of goods and services and due thirty (30) days from the date of invoice. Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

Internal Use Only

Customer # _____ Application # _____ Originated by # _____ PO# 000000



Legislation Details (With Text)

File #: 15-0560 **Version:** 1 **Name:** Mobile Food Court Ordinance Amendments

Type: Ordinance **Status:** Agenda Ready

File created: 9/20/2015 **In control:** City Council Regular

On agenda: 10/8/2015 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," and Chapter 12, "Unified Development Ordinance," Article 6 "Use Regulations," Section 12-6.3 "Types of Use," and Section 12-6.4 "Specific Use Standards" of the Code of Ordinances of the City of College Station, Texas, regarding mobile food vendors and mobile food courts.

Sponsors: Molly Hitchcock

Indexes:

Code sections:

Attachments: [MFV Ordinance 9-25-15.pdf](#)
[DRAFT Redline Sec. 4.20 MFV.pdf](#)
[DRAFT Redline Section 6.3 Types of Use.pdf](#)
[DRAFT RedlineSection 6.4 Specific Use Standards.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," and Chapter 12, "Unified Development Ordinance," Article 6 "Use Regulations," Section 12-6.3 "Types of Use," and Section 12-6.4 "Specific Use Standards" of the Code of Ordinances of the City of College Station, Texas, regarding mobile food vendors and mobile food courts.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission will consider this item at their October 1, 2015 meeting. Their recommendation will be available at the City Council meeting. Staff recommends approval of the amendments.

Summary: With the growth of the mobile food industry, a local food vendor requested a way to establish a mobile food vendor court in College Station. While food trucks may currently congregate at sales locations in certain circumstances, the request was made to allow for a food court that could provide customer amenities such as seating and a playground, and provide a predictable operating location for mobile food vendors and their customers. At the direction of City Council, City staff has drafted ordinance amendments to the Code of Ordinances to allow interested parties the opportunity to pursue the development and operation of mobile food courts in College Station via the conditional use permit process. Input on the ordinances was solicited from local mobile food vendors, the Brazos County Restaurant Association, the Northgate Business Association, and the Brazos County Health Department.

The draft amendments allow for the pursuit of two different types of mobile food courts: short- and long-term. A short-term mobile food court (two years maximum) would be allowed to provide some customer amenities with the least amount of development required. Because of the temporary nature of a short-term court, it would not involve breaking ground or providing a level of development that could not be easily reversed overnight. A long-term mobile food court would be a permanently located business, allowed to provide the most amenities, and developed according to standards similar to those of brick-and-mortar restaurants.

Both short-and long-term mobile food courts would not be allowed to develop by right, but would require permission to develop from the City Council through the Conditional Use Permit and site planning process. This process would allow the City Council, with the recommendation of the Planning and Zoning Commission, to consider site-specific mobile food court proposals and permit an individual request for a mobile food court, deny the request, or allow the use and site development with conditions intended to mitigate related concerns.

In addition, the amendments remove the daily time restriction for all mobile food vendors in Northgate so that they may remain at their permitted locations throughout the day (operating hours for mobile food vendors are from 5 a.m. to 2 a.m.). Through the mobile food court conditional use permit process, the P&Z and City Council would be able to consider allowing vendors in a mobile food court to remain open until 3 a.m.

Budget & Financial Summary: N/A

Attachments:

1. Redlined Section 4.20 Mobile Food Vendors
2. Redlined Section 6.3 Types of Use
3. Redlined Section 6.4 Specific Use Standards
4. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, “BUSINESS REGULATIONS,” SECTION 4-20 “MOBILE FOOD VENDORS,” AND CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 6 “USE REGULATIONS,” SECTION 6.3 “TYPES OF USE” SECTION C “USE TABLE,” AND CHAPTER 12, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 6 “USE REGULATIONS” SECTION 6.4 “SPECIFIC USE STANDARDS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, REGARDING MOBILE FOOD VENDORS AND MOBILE FOOD COURTS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 4, “Business Regulations” and Chapter 12, “Unified Development Ordinance,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, Exhibit “B”, and Exhibit “C” attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of October, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 4, “Business Regulations,” Section 4.20 “Mobile Food Vendors” is hereby amended to read as follows:

Sec. 4-20. Mobile Food Vendors.**A. Definitions.**

- (1) Edible goods shall include, but are not limited to:
 - (a) Prepackaged food including, but not limited to candy, beverages, and ice cream.
 - (b) Prepared food including, but not limited to hot dogs, desserts, and pizza.
 - (c) On-site prepared food including, but not limited to shaved ice, sandwiches, and tacos.
- (2) Food service establishment shall mean businesses that sell edible goods and have been inspected and approved by the Brazos County Health Department, including commercial kitchens and commissaries, and shall specifically exclude accessory or self-serve retail food sales.
- (3) Mobile shall mean the state of being in active, but not necessarily continuous, movement.
- (4) Mobile food vendors shall mean any business that sells edible goods from a non-stationary location within the City of College Station. The term shall include, but not be limited to:
 - (a) Mobile food trucks: A self-contained motorized unit selling items defined as edible goods.
 - (b) Concessions carts: Mobile vending units that must be moved by non-motorized means.
 - (c) Concession trailers: A vending unit which is pulled by a motorized unit and has no power to move on its own.
- (5) Non-refrigerated shall mean edible goods that are not required to be kept at a temperature below forty-one (41) degrees Fahrenheit according to the federal Food and Drug Administration and the Texas Food Establishment Rules.
- (6) Sell shall mean the act of exchanging a good for a profit or in return for a donation.
- (7) Stationary location shall mean the position of the mobile food vendor when not in motion and addressing the public for the purpose of sales.
- (8) Mobile food court shall mean a land use approved through a Conditional Use Permit (see Chapter 12 Unified Development Ordinance) and developed in conformity with an approved site plan (see Chapter 12, Unified Development Ordinance), where two or more mobile food vendors congregate to offer edible goods for sale to the public and amenities are provided for all vendors' customers.

B. Permit and application.

- (1) Permit. Every mobile food vendor shall have a permit issued by the City of College Station Planning and Development Services Department to conduct business in the City.
- (2) Application. An applicant shall apply for a permit on a form promulgated by the City of College Station Planning and Development Services Department.
- (3) The application shall be processed through the following method:
 - (a) Application submitted to the City of College Station,
 - (b) Application shall be reviewed by designated City staff,
 - (c) City staff shall inform the Brazos County Health Department when the application is eligible for approval by the City,

- (d) Brazos County Health Department may then accept an application from a mobile food vendor,
 - (e) Following notification from the City, Brazos County Health department may issue a permit when their application is eligible for approval,
 - (f) Applicant shall submit their Brazos County Health Department permit to City of College Station,
 - (g) The City of College Station may then, and only then, approve a mobile food vendor permit.
- (4) Permit form. A complete application shall require the following information from the applicant to be considered:
- (a) Name of applicant,
 - (b) Legal name of business or entity,
 - (c) State of Incorporation or filing of a partnership or articles of association,
 - (d) If applicable, copy of Chapter or Articles of Incorporation and current listing of directors, partners, or principles (publicly traded companies are exempted),
 - (e) Sales tax number with a copy of sales tax permit,
 - (f) Signed permission from the private property owner to use the property and its amenities,
 - (g) Name, phone number, and driver's license number of business owner,
 - (h) Contact name and phone number for mobile food vending unit while en route,
 - (i) Copy of permits to do business in Texas for foreign companies,
 - (j) Description of product being sold,
 - (k) Description of attached signage,
 - (l) Vehicle identification number and description of mobile food vending unit,
 - (m) Proof of business auto liability insurance covering the mobile food vending unit,
 - (n) A signed affidavit under oath with photo identification that each individual applicant:
 - (i) Has no unpaid civil judgments against him or her in any state or U.S. possession which arise from a business activity which would have been covered by this section if in effect at the time in the jurisdiction where such judgments are of record.
 - (ii) A statement of all convictions in any state, the United States or U.S. possession within the last ten (10) years.
 - (o) A bond in the sum of not less than one thousand dollars (\$1,000.00), executed by the mobile food vendor with two (2) or more good and sufficient sureties satisfactory to the Finance Director, which bond shall be payable to the City of College Station, for the use and benefit of any person or persons entitled thereto, and conditioned that the principal and sureties will pay all damages to persons caused by or arising from or growing out of any action of the mobile food vendor while conducting business in the City of College Station, Texas. The bond shall remain in full force and effect for the entire duration of the permit provided herein. The bond shall not be required for the sale of goods in interstate commerce.
 - (p) Copy of the Brazos County Health Department permit issued to the food service establishment.
 - (q) Copy of written permission to utilize the private facilities of the food service establishment.
- (5) Permit fee.

- (a) The application fee for a mobile food vendor permit shall be five hundred dollars (\$500.00). Each mobile food vendor unit shall be permitted separately.
 - (b) Mobile food vendor permits shall be valid for one (1) year from the date of permit issuance.
 - (c) Upon renewal the applicant must provide a new complete application, payment of a two hundred fifty dollar (\$250.00) renewal fee, and new permitting documentation. The applicant must submit the application and renewal fee within thirty (30) days after expiration of the permit or must reapply as a new applicant.
 - (d) Concession carts shall apply under a reduced fee of two hundred fifty dollars (\$250.00) for initial application, and one hundred twenty-five dollars (\$125.00) for a renewal.
- (6) Permit denial. A permit may be denied where:
- (a) An applicant is found to have an unpaid civil judgment(s) against him which relates to the duties and responsibilities of the permitted occupation which shall be determined by the nature and the amount of the judgment, the relationship of the judgment to the purpose of the permit and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments;
 - (b) An applicant has been convicted of a crime which directly relates to the duties and responsibilities of the licensed occupation which shall be determined by the nature and seriousness of the crime, the relationship of the crime to the purpose of the permit and the extent that the permit would allow someone to engage in further criminal activity;
 - (c) The required information is incomplete or incorrect or shows that a person is not otherwise entitled to conduct business as a mobile food vendor; or
 - (d) The opportunity to reissue a permit has been denied due to previous violations as described in this section.
- (7) Display of permit. Every permit, including those from the City of College Station and Brazos County Health Department, shall be displayed at all times in a conspicuous place where it can be read by the general public on the mobile food vendor's truck, concession cart, or concession trailer.
- (8) Permit revocation or suspension.
- (a) A permit may be revoked upon conviction of any offense committed by an individual operating as a mobile food vendor in the City of College Station while engaged in the permitted business, or if a final conviction occurs or is found to have existed at the time of application, or if civil judgments, as set forth above, are placed or found of record against an applicant. A permit may be suspended in the event of pending charges of a crime, as set forth above, upon a magistrate's determination of probable cause in connection with such charges.
 - (b) A permit may be revoked for non-conformity to the application location specifications or requirements as well as to non-conformity to an approved location plan or diagram.
 - (c) Any employee working for an applicant permitted as an employer under this section above may be denied the right to solicit under such permit, or such rights may be suspended or terminated, under the same circumstances and procedures which apply to the holder of the permit. Revocation or suspension of an employer's permit terminates all employee permits.
 - (d) A permit may be suspended or revoked for not complying with the requirements of this section, or any other ordinances, or laws.
- (9) Appeal of permit revocation, suspension, or denial.
- (a) The notice of revocation, suspension, or denial of a permit shall include the procedure for appealing the suspension, revocation, or denial.

- (b) If a City official revokes, suspends or denies a mobile food vendor permit, the holder or applicant of the permit which has been revoked, suspended, or denied shall have the right of appeal to the City of College Station Planning and Development Services Director or designee by submitting an appeal in writing to the Director within ten (10) business days of the revocation, suspension, or denial.
- (c) Pending action on the appeal, a permit which has been revoked or suspended shall be considered revoked or suspended.
- (d) If a written appeal is not submitted within ten (10) business day of revocation, suspension, or denial, or if the appeal is denied, the permit shall hence be considered revoked, suspended, or denied.

(10) Reapplication after revocation, suspension, or denial of permit.

If a mobile food vendor or applicant is not in compliance with this section or any other ordinances, laws, or the approved vendor application, the following actions will be taken:

- (a) 1st violation. A warning may be issued, or the permit may be revoked or suspended and the vendor may become ineligible for new or reissued permit for three (3) months.
- (b) 2nd violation. Permit will be revoked and the vendor may become ineligible for new or reissued permit for three (3) months.
- (c) 3rd violation. Permit will be revoked and the vendor will become ineligible for new or reissued permit for one (1) year.
- (d) If an applicant's permit has been denied and the appeal is denied the applicant may not reapply for three (3) months.

C. Zoning and location restrictions.

(1) Distance regulations.

- (a) No mobile food vendor shall conduct business within any single-family residential or agricultural zoning district, including townhouse districts, but may be located in such districts when serving and within one hundred (100) feet of a property with an active building permit or located within a public park facility.
- (b) A mobile food vendor may not be located within one hundred (100) feet of the primary entrance of an open and operating fixed-location food service establishments outside of Northgate. This buffer may be reduced upon receiving written permission from said establishments.
- (c) Northgate only. A mobile food vendor may not be located within one hundred (100) feet of an existing business lawfully operating as a restaurant as defined by the Unified Development Ordinance within Northgate. This buffer may be reduced upon written permission from said restaurant.
- (d) Minimum distance regulations for mobile food courts are described in the Specific Use Standards section of Article 6, Use Regulations of Chapter 12, Unified Development Ordinance. Minimum distance requirements may be increased through the Conditional Use Permit process described in Article 3, Development Review Procedures of Chapter 12. Individual mobile food vendors within a mobile food court shall be located as identified on the approved mobile food court site plan.

(2) A mobile food vendor shall not conduct sales at a stationary location:

- (a) For a duration exceeding five (5) hours per location per day.
- (b) NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts only. For a duration exceeding twenty-one (21) hours per location per day.

- (c) For a duration exceeding thirty (30) minutes on any public street designated on the City of College Station's Thoroughfare Plan as a minor collector or lesser.
- (d) On any public street designated on the City of College Station's Thoroughfare Plan as a major collector or greater.
- (e) In congested areas where the operation impedes vehicular or pedestrian traffic.
- (f) In a designated bike lane.
- (g) Between the hours of 2:00 a.m. and 5:00 a.m. Mobile food vendors within a mobile food court shall not be open between the hours of 3:00 a.m. and 5:00 a.m.. Sales shall only be within the approved hours of operation for the court, which may be restricted through the Conditional Use Permit.
- (h) Mobile food vendors on an approved pad site within a mobile food court may remain at the mobile food court with the following exceptions:
 - (1) Mobile food vendors shall leave a short-term mobile food court site at least once every twenty-four hours to retain their status as mobile food vendors.
 - (2) Mobile food vendors shall leave a long-term mobile food court site, or a pad site within the court, at least once every twenty-four hours to retain their status as mobile food vendors.
- (3) Concession carts, permitted as mobile food vendors, may be located only within the Northgate zoning districts and Wolf Pen Creek District when operating at a mixed-use development, or within an approved mobile food court. Carts must be positioned as to not disrupt pedestrian traffic and must maintain an abutting five-foot (5) clear space.
- (4) Location regulations.
 - (a) No mobile food vendor shall locate on any private property without written permission to do so and must comply if asked to leave by the property owner or City official. A copy of the written permission to operate in a specific location, signed by the private property owner, shall be kept within the mobile vending unit at all times.
 - (b) A mobile food vendor may not be located within twenty (20) feet of another mobile food vendor unless they are within a mobile food court and located in accordance with the approved mobile food court site plan.

D. Mobile food vendor requirements.

The following regulations shall apply to mobile food vendors within any zoning district:

- (1) Each unit shall be equipped with a portable trash receptacle, and shall be responsible for proper disposal of solid waste and waste water in the sanitation facility legally accessed by the food service establishment. All disturbed areas must be cleaned following each stop at a minimum of twenty (20) feet of the sales location.
- (2) With the exception of the required trash receptacles, mobile food vendors shall not provide freestanding fixtures (e.g., tables, chairs, tents, and canopies).
- (3) Continuous music or repetitive sounds shall not project from the mobile unit.
- (3) A five-foot (5) clear space shall be maintained around the mobile food vending unit.
- (4) The mobile unit will be subject to inspection upon permit application through the Planning and Development Services Department and the Fire Marshal, and may be subject to random inspection and upon renewal of the permit.
- (5) No sales are allowed within public park facilities while park concession units are operating.
- (6) A "No Smoking" sign must be posted next to the order window or area.

- (7) A tagged fire extinguisher shall be kept accessible as directed by the City of College Station Fire Marshal or designee.
- (8) An extinguishing vent hood, Type 1 or other if approved by the City of College Station Fire Marshal, shall be required when the cooking process produces grease laden particles within the mobile unit. Said hood shall require testing in the presence of a College Station Fire Marshal designee.
- (9) A service log for the mobile food vendor, documenting the date and time of arrival and departure from the food service establishment where the vendor's services are performed. The mobile food vendor shall make the service log available for inspection upon request.

E. Offenses and regulations.

- (1) It shall be unlawful for any individual as the agent or employee of another regulated under this section to sell edible goods in the City unless its principal or employer has received a permit under this section.
- (2) A permit issued under this section is not transferable.
- (3) It shall be unlawful for an individual to sell edible goods while displaying a valid permit issued by the City of College Station in the name of another individual, organization, or entity.
- (4) It shall be unlawful for any individual directly or through an agent or employee to sell goods within the corporate limits of the City after the expiration of the permit issued by the City of College Station under this section.
- (5) It shall be unlawful for an individual directly or through an agent or employee to misrepresent on the permit affidavit any acts that are regulated under this section.
- (6) It shall be unlawful for any individual directly or through his agents or employees to represent that the issuance of a permit by the City of College Station constitutes the City's endorsement or approval of the product for sale.
- (7) It shall be unlawful to operate a mobile food vendor operation that is not in compliance with the Texas Food Establishment Rules as amended from time to time.
- (8) A mobile food vendor permit may only be granted to a business that is associated with a food service establishment, as defined by this ordinance, unless the mobile food vendor is not required to obtain a permit from the Brazos County Health Department.
- (9) A violation of this section is a Class C misdemeanor and shall be punishable by a fine pursuant to the general penalty set out in Section 1-5, of this Code of Ordinances.

F. Exemptions.

Individuals selling only non-refrigerated farm products in an unrefined state shall be considered as a mobile food vendor, as defined by this ordinance, but shall be exempt from the requirements of this Section.

EXHIBIT “C”

That Chapter 12, “Unified Development Ordinance,” Article 6 “Use Regulations” Section 6.4 “Specific Use Standards,” is hereby amended to add the Specific Use Standards, as follows:

Article 6. Use Regulations**Sec. 12-6.4. Specific Use Standards.**

AC. Mobile Food Court.

Mobile food court shall mean a land use approved through a Conditional Use Permit (see Chapter 12 Unified Development Ordinance) and developed in conformity with an approved site plan (see Chapter 12, Unified Development Ordinance), where two or more mobile food vendors congregate to offer edible goods for sale to the public and amenities are provided for all vendors' customers.

1. Mobile Food Court Categories

a. Short-Term.

- 1) A short-term food court is temporary in nature, intended to be an interim use on previously developed land where long-term utilization of the property or redevelopment is being investigated and/or pursued. A Conditional Use Permit for a short-term mobile food court may be granted for a period of up to two (2) years.
- 2) A short-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) to five (5) mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court at least once every twenty-four (24) hours to retain mobile food vendor status.
 - c) Tables, chairs, and canopies for court customers.
 - d) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - e) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb other surrounding property owners.
- 3) A short-term mobile food court shall:
 - a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.

- d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Provide only portable or temporary improvements to a site. Long-term or permanent improvements to a site are not allowed.
 - g) Provide adequately maintained trash receptacles for customer use.
 - h) Provide a portable restroom trailer(s) for customer and employee use in a location that is conveniently accessible from the seating or dining area during hours of operation. A portable restroom trailer is defined as a mobile unit containing a flush toilet(s) and a handwashing station(s) that utilizes a storage tank system. Portable restroom trailers shall regularly leave their mobile food court sites when the courts are closed to customers to resupply water tanks and dispose of waste in appropriate off-site waste disposal facilities. Portable restroom trailers are not required to leave their sites when they are regularly serviced by waste disposal companies.
 - 1) A minimum of two handicapped-accessible restrooms (one for each gender) are required, with flushing toilets and handwashing stations.
 - 2) If handwashing stations do not meet Brazos County Health Department requirements for food service establishments, mobile food vendor employees shall be required to use a permanent, compliant restroom facility on the property on which the short-term mobile food court is located. Signed permission from the private property owner for the mobile food vendor employees to access those facilities for the extent of the Conditional Use Permit shall be required.
 - 3) Mobile food courts that are within one hundred (100) feet of a public restroom facility may be exempted from the requirement for portable restroom trailers.
 - i) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.
- b. Long-Term.
- 1) Long-term mobile food courts are intended to have more permanency than short-term mobile food courts and shall be held to the same development standards as restaurant developments, with the exceptions identified in the specific use standards below.
 - 2) A long-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) or more mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court or move within the court at least once every twenty-four (24) hours to retain mobile food vendor status.

- c) Mobile food vendors to access potable water and sewage disposal facilities onsite. If these utilities are made available, they shall be located in a manner to necessitate the movement of each mobile food vendor to access the utilities.
 - d) Tables, chairs, and canopies or enclosed seating areas for court customers.
 - e) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - f) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb surrounding property owners.
 - g) Larger-scale entertainment and accessory uses for court customers, such as a volleyball court and bar, at a scale as not to disturb surrounding property owners.
 - h) Accessory structures.
 - i) Alcohol sales with approved permits and licenses from the Texas Alcoholic Beverage Commission.
- 3) A long-term mobile food court shall:
- a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Provide adequately maintained trash receptacles for customer use.
 - g) Provide permanent restroom facilities for customer and employee use in a location that is conveniently accessible from the seating or dining area during hours of operation. A permanent restroom is defined as containing flush toilets and handwashing stations utilizing piped systems, provided in accordance with the requirements of the Brazos County Health Department and adopted plumbing and building codes.

A minimum of two handicapped-accessible restrooms (one for each gender) are required, with flushing toilets and handwashing stations.
 - h) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

2. Specific Use Standards for Mobile Food Courts

The following shall apply to all short-term and long-term mobile food courts, unless otherwise noted:

- a. Mobile food courts shall designate pad site locations for mobile food vendors.
- b. Mobile food vendor pad sites and dining areas shall be setback a minimum of one hundred (100) feet from rights-of-way and public ways.
- c. All mobile food vendor pad sites shall be separated from other pad sites, dining areas, and structures by a minimum of ten (10) feet.
- d. Pad sites and dining areas shall not be located within fire lanes, easements, setbacks, buffers, or visibility triangles.
- e. All mobile food vendors located in a mobile food court shall be on an improved, permanent surface as described in the Off-Street Parking Standards of this Unified Development Ordinance.
- f. A minimum of two (2) Off-Street Parking spaces shall be provided per mobile food vendor pad site.
- g. A minimum of a twenty-foot (20') fire apparatus access route is required around a mobile food court.
- h. Mobile food vendors, portable restroom trailers, and other temporary structures shall not be subject to the Non-Residential Architectural Standards section of this UDO.
- i. Electrical connections shall be provided for all mobile food vendors on site. Use of generators shall not be allowed in a mobile food court.
- j. Short-term mobile food courts only.
 - 1) Short-term mobile food courts shall not impede vehicular circulation or block fire lanes or sanitation routes through the existing sites upon which they are located,
 - 2) Short-term mobile food courts shall not be subject to the requirements of the Landscaping and Tree Protection section of this Unified Development Ordinance.
 - 3) Short-term mobile food courts shall utilize existing solid waste collection sites on the properties on which they are located, and provide proof of permission to do so.
- k. Long-term mobile food courts only.

If water and wastewater facilities are provided to mobile food vendors in a long-term mobile food court, the site shall be designed to require all mobile food vendors to remain mobile to access these amenities. Additional tanks or portable tanks for wastewater are prohibited.

Sec. 4-20. - Mobile food vendors.

A. Definitions.

- (1) Edible goods shall include, but are not limited to:
 - (a) Prepackaged food including, but not limited to candy, beverages, and ice cream.
 - (b) Prepared food including, but not limited to hot dogs, desserts, and pizza.
 - (c) On-site prepared food including, but not limited to shaved ice, sandwiches, and tacos).
- (2) Food service establishment shall mean businesses that sell edible goods and have been inspected and approved by the Brazos County Health Department, including commercial kitchens and commissaries, and shall specifically exclude accessory or self-serve retail food sales.
- (3) Mobile shall mean the state of being in active, but not necessarily continuous, movement.
- (4) Mobile food vendors shall mean any business ~~which that~~ sells edible goods from a non-stationary location within the City of College Station. The term shall include, but not be limited to:
 - (a) Mobile food trucks: A self-contained motorized unit selling items defined as edible goods.
 - (b) Concessions carts: Mobile vending units that must be moved by non-motorized means.
 - (c) Concession trailers: A vending unit which is pulled by a motorized unit and has no power to move on its own.
- (5) Non-refrigerated shall mean edible goods that are not required to be kept at a temperature below forty-one (41) degrees Fahrenheit according to the federal Food and Drug Administration and the Texas Food Establishment Rules.
- (6) Sell shall mean the act of exchanging a good for a profit or in return for a donation.
- (7) Stationary location shall mean the position of the mobile food vendor when not in motion and addressing the public for the purpose of sales.
- (8) Mobile food court shall mean a land use approved through a Conditional Use Permit (see Chapter 12 Unified Development Ordinance) and developed in conformity with an approved site plan (see Chapter 12, Unified Development Ordinance), where two or more mobile food vendors congregate to offer edible goods for sale to the public and amenities are provided for all vendors' customers.

B. Permit and application.

- (1) Permit. Every mobile food vendor shall have a permit issued by the City of College Station Planning and Development Services Department to conduct business in the City.
- (2) Application. An applicant shall apply for a permit on a form promulgated by the City of College Station Planning and Development Services Department.
- (3) The application shall be processed through the following method:
 - (a) Application submitted to the City of College Station,
 - (b) Application shall be reviewed by designated City staff,
 - (c) City staff shall inform the Brazos County Health Department when the application is eligible for approval by the City,
 - (d) Brazos County Health Department may then accept an application from a mobile food vendor,
 - (e) Following notification from the City, Brazos County Health department may issue a permit when their application is eligible for approval,

- (f) Applicant shall submit their Brazos County Health Department permit to City of College Station,
 - (g) The City of College Station may then, and only then, approve a mobile food vendor permit.
- (4) Permit form. A complete application shall require the following information from the applicant to be considered:
- (a) Name of applicant,
 - (b) Legal name of business or entity,
 - (c) State of Incorporation or filing of a partnership or articles of association,
 - (d) If applicable, ~~c~~Copy of Chapter or Articles of Incorporation and current listing of directors, partners, or principles (publicly traded companies are exempted),
 - (e) Sales tax number with a copy of sales tax permit,
 - (f) Signed permission from the private property owner to use the property and its amenities,
 - (g) Name, phone number, and driver's license number of business owner,
 - (h) Contact name and phone number for mobile food vending unit while ~~in-en~~ route,
 - (i) Copy of permits to do business in Texas for foreign companies,
 - (j) Description of product being sold,
 - (k) Description of attached signage,
 - (l) Vehicle identification number and description of mobile food vending unit,
 - (m) Proof of business auto liability insurance covering the mobile food vending unit,
 - (n) A signed affidavit under oath with photo identification that each individual applicant:
 - (i) Has no unpaid civil judgments against him or her in any state or U.S. possession which arise from a business activity which would have been covered by this section if in effect at the time in the jurisdiction where such judgments are of record.
 - (ii) A statement of all convictions in any state, the United States or U.S. possession within the last ten (10) years.
 - (~~no~~) A bond in the sum of not less than one thousand dollars (\$1,000.00), executed by the mobile food vendor with two (2) or more good and sufficient sureties satisfactory to the Finance Director, which bond shall be payable to the City of College Station, for the use and benefit of any person or persons entitled thereto, and conditioned that the principal and sureties will pay all damages to persons caused by or arising from or growing out of any action of the mobile food vendor while conducting business in the City of College Station, Texas. The bond shall remain in full force and effect for the entire duration of the permit provided herein. The bond shall not be required for the sale of goods in interstate commerce.
 - (~~ep~~) Copy of the Brazos County Health Department permit issued to the food service establishment.
 - (~~pg~~) Copy of written permission to utilize the private facilities of the food service establishment.
- (5) Permit fee.
- (a) The application fee for a mobile food vendor permit shall be five hundred dollars (\$500.00). Each mobile food vendor unit shall be permitted separately.
 - (b) Mobile food vendor permits shall be valid for one (1) year from the date of permit issuance.
 - (c) Upon renewal the applicant must provide a new complete application, payment of a two hundred fifty dollars (\$250.00) renewal fee, and new permitting documentation ~~upon permit~~

~~renewal~~. The applicant must submit the application and renewal fee within thirty (30) days after expiration of the permit or must reapply as a new applicant.

- (d) Concession carts shall apply under a reduced fee of two hundred fifty dollars (\$250.00) for initial application, and one hundred twenty-five dollars (\$125.00) for a renewal.
- (6) Permit denial. A permit may be denied where:
 - (a) An applicant is found to have an unpaid civil judgment(s) against him which relates to the duties and responsibilities of the permitted occupation which shall be determined by the nature and the amount of the judgment, the relationship of the judgment to the purpose of the permit and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments; ~~or~~
 - (b) An applicant has been convicted of a crime which directly relates to the duties and responsibilities of the licensed occupation which shall be determined by the nature and seriousness of the crime, the relationship of the crime to the purpose of the permit and the extent that the permit would allow someone to engage in further criminal activity; ~~or~~;
 - (c) The required information is incomplete or incorrect or shows that a person is not otherwise entitled to conduct business as a mobile food vendor; ~~or~~;
 - (d) The opportunity to reissue a permit has been denied due to previous violations as described in this section.
- (7) Display of permit. Every permit, including those from the City of College Station and Brazos County Health Department, shall be displayed at all times in a conspicuous place where it can be read by the general public on the mobile food vendor's truck, concession cart, or concession trailer.
- (8) Permit revocation or suspension.
 - (a) A permit may be revoked upon conviction of any offense committed by an individual operating as a mobile food vendor in the City of College Station while engaged in the permitted business, or if a final conviction occurs or is found to have existed at the time of application, or if civil judgments, as set forth above, are placed or found of record against an applicant. A permit may be suspended in the event of pending charges of a crime, as set forth above, upon a magistrate's determination of probable cause in connection with such charges.
 - (b) A permit may be revoked for non-conformity to the application location specifications or requirements as well as to non-conformity to an approved location plan or diagram.
 - (c) Any employee working for an applicant permitted as an employer under this section above may be denied the right to solicit under such permit, or such rights may be suspended or terminated, under the same circumstances and procedures which apply to the holder of the permit. Revocation or suspension of an employer's permit terminates all employee permits.
 - (d) A permit may be suspended or revoked for not complying with the requirements of this section, or any other ordinances, or laws.
- (9) Appeal of permit revocation, suspension, or denial.
 - (a) The notice of revocation, suspension, or denial of a permit shall include the procedure for appealing the suspension, revocation, or denial.
 - (b) If a City official revokes, suspends or denies a mobile food vendor permit, the holder or applicant of the permit which has been revoked, suspended, or denied shall have the right of appeal to the City of College Station Planning and Development Services Director or designee by submitting an appeal in writing to the Director within ten (10) business days of the revocation, suspension, or denial.

- (c) Pending action on the appeal, a permit which has been revoked or suspended shall be considered revoked or suspended.
- (d) If a written appeal is not submitted within ten (10) business day of revocation, suspension, or denial, or if the appeal is denied, the permit shall hence be considered revoked, suspended, or denied.

(10) Reapplication after revocation, suspension, or denial of permit.

If a mobile food vendor or applicant is not in compliance with this section or any other ordinances, laws, or the approved vendor application, the following actions will be taken:

- (a) 1st violation. A warning may be issued, or the permit may be revoked or suspended and the vendor may become ineligible for new or reissued permit for three (3) months.
- (b) 2nd violation. Permit will be revoked and the vendor may become ineligible for new or reissued permit for three (3) months.
- (c) 3rd violation. Permit will be revoked and the vendor will become ineligible for new or reissued permit for one (1) year.
- (d) If an applicant's permit has been denied and the appeal is denied the applicant may not reapply for three (3) months.

C. Zoning and location restrictions.

(1) Distance regulations.

- (a) No mobile food vendor shall conduct business within any single-family residential or agricultural zoning district, including townhouse districts, but may be located in such districts when serving and within one hundred (100) feet ~~to of~~ a property with an active building permit or located within a public park facility.
- (b) A mobile food vendor may not be located within one hundred (100) feet of the primary entrance of an open and operating fixed-location food service establishments outside of Northgate. This buffer may be reduced upon receiving written permission from said establishments.
- (c) Northgate only. A mobile food vendor may not be located within one hundred (100) feet of an existing business lawfully operating as a restaurant as defined by the Unified Development Ordinance within Northgate. This buffer may be reduced upon written permission from said restaurants.

(d) Minimum distance regulations for mobile food courts are described in the Specific Use Standards section of Article 6, Use Regulations of Chapter 12, Unified Development Ordinance. Minimum distance requirements may be increased through the Conditional Use Permit process described in Article 3, Development Review Procedures of Chapter 12. Individual mobile food vendors within a mobile food court shall be located as identified on the approved mobile food court site plan.

(2) A mobile food vendor shall not conduct sales at a stationary location:

- (a) For a duration exceeding five (5) hours per location per day.
- (b) NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts only. Northgate only. For a duration exceeding ~~five (5) twenty-one (21)~~ hours per location per day, except from 10:00 p.m. to 2:00 a.m. in the NG-1 Northgate Core zoning district.
- (c) For a duration exceeding thirty (30) minutes on any public street designated on the City of College Station's Thoroughfare Plan as a minor collector or lesser.
- (d) On any public street designated on the City of College Station's Thoroughfare Plan as a major collector or greater.

- (e) In congested areas where the operation impedes vehicular or pedestrian traffic.
- (f) In a designated bike lane.
- (g) Between the hours of 2:00 a.m. and 5:00 a.m., mobile food vendors within a mobile food court shall not be open between the hours of 3:00 a.m. and 5:00 a.m.. Sales shall only be within the approved hours of operation for the court, which may be restricted through the Conditional Use Permit.
- (h) Mobile food vendors on an approved pad site within a mobile food court may remain at the mobile food court with the following exceptions:
 - (1) Mobile food vendors shall leave a short-term mobile food court site at least once every twenty-four hours to retain their status as mobile food vendors.
 - (2) Mobile food vendors shall leave a long-term mobile food court site, or a pad site within the court, at least once every twenty-four hours to retain their status as mobile food vendors.

(3) ~~Northgate and Wolf Pen Creek District.~~

~~(a) Concession carts, permitted as a mobile food vendors, may be located only within the Northgate zoning districts and Wolf Pen Creek District when operating at a mixed-use development, or within an approved mobile food court. Carts must be positioned as to not disrupt pedestrian traffic and must maintain an abutting five-foot (5) clear space.~~

~~(b) A mobile food vendor may not be located within twenty (20) feet of another mobile food vendor.~~

(4) Location regulations.

- (a) No mobile food vendor shall locate on any private property without written permission to do so and must comply if asked to leave by the property owner or City official. A copy of the written permission to operate in a specific location, signed by the private property owner, shall be kept within the mobile vending unit at all times.
- (b) A mobile food vendor may not be located within twenty (20) feet of another mobile food vendor unless they are within a mobile food court and located in accordance with the approved mobile food court site plan. No person shall distribute, deposit, place, throw, scatter or cast any commercial handbill in or upon any motor vehicle without permission of the owner.
- ~~(c) No person shall distribute, deposit, place, throw, scatter or cast any commercial handbill upon any premises if requested by the property owner or City official not to do so, or if there is placed near or at the entrance thereof a sign bearing the words "no advertisement".~~
- ~~(d) No person shall sell or offer for sale any item upon any premises if requested by the property owner or City official not to do so, or if there is placed at or near the entrance thereof a sign bearing the words "no peddlers or vendors", "no trespassing", or "no solicitors."~~

D. Mobile food vendor requirements.

The following regulations shall apply to mobile food vendors within any zoning district:

- (1) Each unit shall be equipped with a portable trash receptacle, and shall be responsible for proper disposal of solid waste and waste water in the sanitation facility legally accessed by the food service establishment. All disturbed areas must be cleaned following each stop at a minimum of twenty (20) feet of the sales location.
- (2) With the exception of the required trash receptacles, mobile food vendors shall not provide freestanding fixtures (e.g., tables, chairs, tents, and canopies).
- (3) Continuous music or repetitive sounds shall not project from the mobile unit.
- ~~(34)~~ A five-foot (5) clear space ~~can shall~~ be maintained around the mobile food vending unit.

- (45) The mobile unit will be subject to inspection upon permit application through ~~the Building Division~~ of the Planning and Development Services Department and the Fire Marshal, and may be subject to random inspection and upon ~~reissuance~~ renewal of the permit.
- (56) No sales are allowed within public park facilities while park concession units are operating.
- (67) A "No Smoking" sign must be posted next to the order window or area.
- (78) A tagged fire extinguisher shall be kept accessible as directed by the City of College Station Fire Marshal or designee.
- (89) An extinguishing vent hood, Type 1 or other if approved by the City of College Station Fire Marshal, shall be required when the cooking process produces grease laden particles within the mobile unit. Said hood shall require testing in the presence of a College Station Fire Marshal designee.
- (10) A service log for the mobile food vendor, documenting the date and time of arrival and departure from the food service establishment where the vendor's services are performed. The mobile food vendor shall make the service log available for inspection upon request.

E. Offenses and regulations.

- (1) It shall be unlawful for any individual as the agent or employee of another regulated under this section to sell edible goods in the City unless its principal or employer has received a permit under this section.
- (2) A permit issued under this section is not transferable.
- (3) It shall be unlawful for an individual to sell edible goods while displaying a valid permit issued by the City of College Station in the name of another individual, organization, or entity.
- (4) It shall be unlawful for any individual directly or through an agent or employee to sell goods within the corporate limits of the City after the expiration of the permit issued by the City of College Station under this section.
- (5) It shall be unlawful for an individual directly or through an agent or employee to misrepresent on the permit affidavit any acts that are regulated under this section.
- (6) It shall be unlawful for any individual directly or through his agents or employees to represent that the issuance of a permit by the City of College Station constitutes the City's endorsement or approval of the product for sale.
- (7) It shall be unlawful to operate a mobile food vendor operation that is not in compliance with the Texas Food Establishment Rules as amended from time to time.
- (8) A mobile food vendor permit may only be granted to a business that is associated with a food service establishment, as defined by this ordinance, unless the mobile food vendor is not required to obtain a permit from the Brazos County Health Department.
- (9) A violation of this section is a Class C misdemeanor and shall be punished ~~ableed~~ by a fine pursuant to the general penalty set out in Section 1-5, of this Code of Ordinances.

F. Exemptions.

Individuals selling only non-refrigerated farm products in an unrefined state shall be considered as a mobile food vendor, as defined by this ordinance, but shall be exempt from the requirements of this ~~s~~Section.

Sec. 12-6.3. - Types of Use.

- A. Uses of land or structures which are not expressly listed in the Use Table as permitted uses (P), permitted uses subject to specific use standards (P*), or conditional uses (C) in a zoning district or planned development are prohibited uses and shall not be established in that district or planned development.
- B. The Administrator shall determine whether or not an unlisted use, that is otherwise prohibited, as stated above should be processed. In doing so, the Administrator shall utilize purpose statements adopted herein in conjunction with the applicable zoning district, and consideration of the following criteria:
 - 1. The actual or anticipated characteristics of the activity in relationship to known characteristics of similar projects in standard planning practice;
 - 2. The relative amount of site area, floor space, and equipment;
 - 3. Relative volumes of sales from each activity;
 - 4. The customer type for each activity;
 - 5. The relative number of employees in each activity;
 - 6. Hours of operation;
 - 7. Building and site arrangement;
 - 8. Vehicles used with the activity and the relative number of vehicle trips generated by the use; and
 - 9. How the use advertises itself.

C. Use Table.

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. Permitted Uses.

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Permitted Uses Subject to Specific Standards.

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 12-6.4, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. Conditional Uses.

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 12-6.4, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

Specific Uses	R	E	R	G	T*	D*	MF*	MU*	MHP*	P-MUD*	O	S	G	C	B	BP	C	NA	R-1	R-4*	R-6*	C-3*	M-1	M-2	R&D*	WPC*	NG-1*	NG-2*	NG-3*
<p>KEY: P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5)</p> <p>COMMERCIAL, OFFICE AND RETAIL</p>																													
Mobile Food Court							<u>C⁴</u>	<u>C⁴</u>		<u>C⁴</u>			<u>C⁴</u>													<u>C⁴</u>	<u>C⁴</u>	<u>C⁴</u>	
Night Club, Bar or Tavern							C	C		C			C													C	P	P	
Restaurants							P	P		P		P*	P													P	P	P	P*

** District with Supplemental Standards (Refer to Article 5).

1 Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

2 Hotels only allowed when accessory to a Country Club development and are limited to a maximum of fifteen (15) rooms.

3 Refer to Section 12-6.4.Z "Recreational Vehicles Park Standards (RV Parks)" for Specific Use Standards.

4 [Refer to Section 12-6.4.AC "Mobile Food Courts" for Specific Use Standards.](#)

Sec. 12-6.4. - Specific Use Standards.

The following specific use standards shall apply to those uses listed below and identified in the Use Table in Section 12-6.3, Types of Use, with a "P*." A site plan review, as required by Section 12-3.6, Site Plan Review, is required for all specific uses identified herein. For the purposes of this section, buffers shall comply with Section 12-7.7, Buffer Requirements unless specified herein. For the purposes of this section, residential areas or uses shall mean existing developed or developing (platted) residential uses including single-family and multi-family housing, townhomes, and duplexes.

AC. Mobile Food Court.

Mobile food court shall mean a land use approved through a Conditional Use Permit (see Chapter 12 Unified Development Ordinance) and developed in conformity with an approved site plan (see Chapter 12, Unified Development Ordinance), where two or more mobile food vendors congregate to offer edible goods for sale to the public and amenities are provided for all vendors' customers.

1. Mobile Food Court Categories

a. Short-Term.

- 1) A short-term food court is temporary in nature, intended to be an interim use on previously developed land where long-term utilization of the property or redevelopment is being investigated and/or pursued. A Conditional Use Permit for a short-term mobile food court may be granted for a period of up to two (2) years.
- 2) A short-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) to five (5) mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court at least once every twenty-four (24) hours to retain mobile food vendor status.
 - c) Tables, chairs, and canopies for court customers.
 - d) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - e) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb other surrounding property owners.
- 3) A short-term mobile food court shall:
 - a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.

- d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
- e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
- f) Provide only portable or temporary improvements to a site. Long-term or permanent improvements to a site are not allowed.
- g) Provide adequately maintained trash receptacles for customer use.
- h) Provide a portable restroom trailer(s) for customer and employee use in a location that is conveniently accessible from the seating or dining area during hours of operation. A portable restroom trailer is defined as a mobile unit containing a flush toilet(s) and a handwashing station(s) that utilizes a storage tank system. . Portable restroom trailers shall regularly leave their mobile food court sites when the courts are closed to customers to resupply water tanks and dispose of waste in appropriate off-site waste disposal facilities. Portable restroom trailers are not required to leave their sites when they are regularly serviced by waste disposal companies.
 - 1) A minimum of two handicapped-accessible restrooms (one for each gender) are required, with flushing toilets and handwashing stations.
 - 2) If handwashing stations do not meet Brazos County Health Department requirements for food service establishments, mobile food vendor employees shall be required to use a permanent, compliant restroom facility on the property on which the short-term mobile food court is located. Signed permission from the private property owner for the mobile food vendor employees to access those facilities for the extent of the Conditional Use Permit shall be required.
 - 3) Mobile food courts that are within one hundred (100) feet of a public restroom facility may be exempted from the requirement for portable restroom trailers.
- i) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

b. Long-Term.

- 1) Long-term mobile food courts are intended to have more permanency than short-term mobile food courts and shall be held to the same development standards as restaurant developments, with the exceptions identified in the specific use standards below.
- 2) A long-term mobile food court may allow for:
 - a) The establishment of a site that provides for the gathering of two (2) or more mobile food vendors.
 - b) The mobile food vendors within the mobile food court to remain on their pad sites overnight. Note: Mobile food vendors are required to leave the mobile food court or move within the court at least once every twenty-four (24) hours to retain mobile food vendor status.

- c) Mobile food vendors to access potable water and sewage disposal facilities onsite. If these utilities are made available, they shall be located in a manner to necessitate the movement of each mobile food vendor to access the utilities.
 - d) Tables, chairs, and canopies or enclosed seating areas for court customers.
 - e) Signage for the mobile food court, in accordance with the Signs section of this Unified Development Ordinance.
 - f) Small-scale entertainment and accessory uses for mobile food court customers, such as music (live acoustic or recorded) that is played or broadcast at a reasonable volume inside the court's property boundaries and small playground area as not to disturb surrounding property owners.
 - g) Larger-scale entertainment and accessory uses for court customers, such as a volleyball court and bar, at a scale as not to disturb surrounding property owners.
 - h) Accessory structures.
 - i) Alcohol sales with approved permits and licenses from the Texas Alcoholic Beverage Commission.
- 3) A long-term mobile food court shall:
- a) Be located a minimum of 100 feet from a single family, duplex, or townhouse zoning district.
 - b) Have a site manager that will remain on property during the hours of operation.
 - c) Have all valid permits and licenses as required by the Brazos County Health Department.
 - d) Allow only mobile food vendors that hold valid permits and licenses as required by the City of College Station and the Brazos County Health Department to operate within the mobile food court.
 - e) At a minimum, not operate between the hours of 3 a.m. and 5 a.m.
 - f) Provide adequately maintained trash receptacles for customer use.
 - g) Provide permanent restroom facilities for customer and employee use in a location that is conveniently accessible from the seating or dining area during hours of operation. A permanent restroom is defined as containing flush toilets and handwashing stations utilizing piped systems, provided in accordance with the requirements of the Brazos County Health Department and adopted plumbing and building codes.

A minimum of two handicapped-accessible restrooms (one for each gender) are required, with flushing toilets and handwashing stations.
 - h) Comply with general site plan requirements described in the Site Plan Review section of Article 3, Development Review Procedures, the applicable requirements of Article 7 General Development Standards, and the specific use standards below.

2. Specific Use Standards for Mobile Food Courts

The following shall apply to all short-term and long-term mobile food courts, unless otherwise noted:

- a. Mobile food courts shall designate pad site locations for mobile food vendors.
- b. Mobile food vendor pad sites and dining areas shall be setback a minimum of one hundred (100) feet from rights-of-way and public ways.
- c. All mobile food vendor pad sites shall be separated from other pad sites, dining areas, and structures by a minimum of ten (10) feet.
- d. Pad sites and dining areas shall not be located within fire lanes, easements, setbacks, buffers, or visibility triangles.
- e. All mobile food vendors located in a mobile food court shall be on an improved, permanent surface as described in the Off-Street Parking Standards of this Unified Development Ordinance.
- f. A minimum of two (2) Off-Street Parking spaces shall be provided per mobile food vendor pad site.
- g. A minimum of a twenty-foot (20') fire apparatus access route is required around a mobile food court.
- h. Mobile food vendors, portable restroom trailers, and other temporary structures shall not be subject to the Non-Residential Architectural Standards section of this UDO.
- i. Electrical connections shall be provided for all mobile food vendors on site. Use of generators shall not be allowed in a mobile food court.
- j. Short-term mobile food courts only.
 - 1) Short-term mobile food courts shall not impede vehicular circulation or block fire lanes or sanitation routes through the existing sites upon which they are located.
 - 2) Short-term mobile food courts shall not be subject to the requirements of the Landscaping and Tree Protection section of this Unified Development Ordinance.
 - 3) Short-term mobile food courts shall utilize existing solid waste collection sites on the properties on which they are located, and provide proof of permission to do so.
- k. Long-term mobile food courts only.

If water and wastewater facilities are provided to mobile food vendors in a long-term mobile food court, the site shall be designed to require all mobile food vendors to remain mobile to access these amenities. Additional tanks or portable tanks for wastewater are prohibited.



Legislation Details (With Text)

File #:	15-0562	Version:	2	Name:	Approval to cross Lick Creek Greenways Property for Spring Creek Transmission Line Route
Type:	Presentation	Status:			Agenda Ready
File created:	9/21/2015	In control:			City Council Regular
On agenda:	10/8/2015	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of certain Greenway areas is allowable and that no other feasible or prudent alternatives exist for Public Utility Easements for the construction of the Spring Creek Transmission Line and that all reasonable planning measures have been taken to minimize harm to such Greenways.				
Sponsors:	Tony Michalsky				
Indexes:					
Code sections:					
Attachments:	CoCS-Greenway-Easement15a_signed.pdf Greenway crossing area.pdf Lick-Creek-Greenway-Notice-Public-Hearing_08312015.pdf Legal ad.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on a resolution that establishes the City Council determination that the use of certain Greenway areas is allowable and that no other feasible or prudent alternatives exist for Public Utility Easements for the construction of the Spring Creek Transmission Line and that all reasonable planning measures have been taken to minimize harm to such Greenways.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s):

Staff recommends approval of the resolution.

Summary:

Approval of this item will establish boundaries for the crossing of the Spring Creek Transmission line through the Lick Creek Greenway property bordered by City property to the west and Brazos Valley Solid Waste Management Agency property to the east. This is the most cost effective route as other routes would require purchase of additional easements.

A 100' wide by 683' long area (50' either side of the transmission line) will be cleared for the crossing

of the Spring Creek Transmission line through the Lick Creek Greenway property. Clearing of the property will be with minimal impact to current terrain of property and drainage ways. An Environmental Constraint Study was performed by CME Testing and Engineering, Inc. with no environmental constraints identified within the areas where the transmission line is planned.

The Spring Creek transmission line project upgrades are from Switch Station Substation to Spring Creek Substation to Greens Prairie Substation and are required due to ERCOT modeling studies showing overloads under certain conditions. The construction of the new transmission line is for reliability for the Spring Creek substation due to the current transmission line being a double circuit line on the same transmission pole (if problems occurred during peak load conditions on the double circuit transmission line, the Spring Creek substation would be out of service until problems are repaired).

Property description and survey illustrating the area where the transmission line will cross the Lick Creek Greenway area are attached.

Budget & Financial Summary:

N/A

Attachments:

Property Description

Area Map of Lick Creek Greenway

Notice - Public Hearing Newspaper Annouement for Public Utility Easements.

Joe Orr, Inc.

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

Proposed Easement
City of College Station
Lick Creek Greenway Area
Thomas Caruthers league A-9
College Station, Texas
28 August 2015

All of that certain tract or parcel of land lying and being situated in the Thomas Caruthers league, abstract no. 9 in College Station, Brazos County, Texas, being a strip of land totaling 100.00 feet in width through designated Greenway areas in the Lick Creek floodplain, with 70.00 feet being along the northwest line of that 45.1 acre tract described in deed to the City of College Station recorded in volume 3900, page 230 of the Official Public Records of Brazos County, Texas, and 30.00 feet being along the southeast line of that 100.64 acre tract described in deed to the City of College Station recorded in volume 6927, page 226 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod with an orange plastic cap stamped "HP MAYO RPLS 5045" set in 2002 at the east corner of the said 100.64 acre tract, in the northwest line of that 16.7 acre tract described in deed to Brazos Valley Solid Waste Management, Inc. recorded in volume 12153, page 130 of the Official Public Records of Brazos County, Texas, from where the City of College Station GPS control monument no. 9 bears N 38° 55' 57" E – 3104.8 feet.

Thence S 41° 45' 21" W – 137.87 feet, along the common boundary of the said 100.64 acre and 16.7 acre tracts, to a 1/2" iron rod found at a common corner of the 16.7 acre tract and said 45.1 acre tract;

Thence S 48° 15' 31" E – 25 feet, along the common boundary of said 16.7 acre and 45.1 acre tracts, to the center of Lick Creek;

Thence down the center of Lick Creek with its meanders, being the common boundary of said 16.7 acre and 45.1 acre tracts, approximately as follows:

N 60° E – 22 feet and S 66° E – 40.01 feet;

Thence S 41° 44' 29" W – 653.60 feet, through the said 45.1 acre tract, parallel and 70.00 feet southeast of the common boundary of the 45.1 acre and said 100.64 acre tracts, to a point for corner of this described tract, being in a south line of an area designated as Greenway by the City of College Station;

Thence Due West – 93.81 feet, along said Greenway boundary line, to a 1/2" iron rod with an orange plastic cap stamped "HP MAYO RPLS 5045" set in 2001 on the common boundary of said 45.1 acre and 100.64 acre tracts;

Thence Due West – 40.21 feet, continuing along said Greenway boundary line, to the most westerly corner of this described tract;

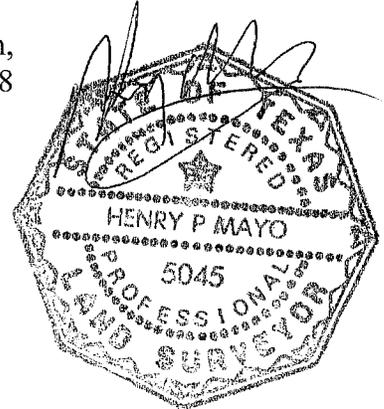
Thence N 41° 44' 29" E – 709.75 feet, through the said 100.64 acre tract, parallel and 30.00 feet northwest of the common boundary of the 100.64 acre and said 45.1 acre tracts, to an angle point in this described tract;

Thence N 41° 45' 21" E – 137.95 feet, continuing through the said 100.64 acre tract, parallel and 30.00 feet northwest of the common boundary of the 100.64 acre and said 16.7 acre tracts, to the most northerly corner of this described tract, in the common boundary of the 100.64 acre tract and that 66.32 acre tract described in deed to the City of College Station recorded in volume 4480, page 135 of the Official Public Records of Brazos County, Texas;

Thence S 48° 05' 22" E – 30.00 feet, along the common boundary of said 100.64 acre and 66.32 acre tracts, and that 0.36 acre tract described in Quit Claim deed recorded in volume 4443, page 17 of the Official Public Records of Brazos County, Texas, to the Point of Beginning and containing 1.6 acres of land more or less.

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

See survey plat dated August 2015.





P.O. BOX 11979 COLLEGE STATION, TEXAS 77842-1979
(979) 693-2777 www.baselinesurveyors.net TBPLS Firm no. 10054400

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

Brazos Valley Solid Waste
Management Agency, Inc.
16.7 acres
vol. 12153, pg. 130

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

Existing 70' Easement
vol. 12000, pg. 16

*** Creek Boundary Note:**

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

MEANDER LINE TABLE	
L1	N 60° E - 22'
L2	S 66° E - 40.01'

Survey Note:

City of CS GPS mon. no. 9 bears
N 38°55'57"E - 3104.8' from the
Point of Beginning (P.O.B.)

P.O.B.
S 48°05'22"E - 30.00'

N 41°45'21"E
137.95'

1/2" IR found
in old fenceline

1/2" IR/cap set
(in 2002)
S 41°45'21"W
137.87'
Lick Creek
property line*

S 48°15'31"E - 25'
IR to creek centerline

Proposed
100' Easement
1.6 acres

30' 70'

Lick Creek

N 41°44'29"E - 709.75'
barbed-wire fence
N 41°44'29"E - 682.97'
IR set to IR found
S 41°44'29"W - 653.60'

designated CoCS Greenway boundary

City of College Station
45.1 acres
vol. 3900, pg. 230

City of College Station
100.64 acres
vol. 6927, pg. 226

August 2015



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

This easement tract is almost entirely within the 1% flood hazard area.

Existing utilities and all existing easement are not shown.

See separate metes and bounds description prepared with this plat.



WEST 40.21'
WEST 93.81'
1/2" IR/cap set
(in 2001)

15' Waterline Easement
(Wellborn S.U.D.)
vol. 3768, pgs. 32 & 34
Released - vol. 6954, pg. 235

50' Pipeline Easement*
vol. 534, pg. 119 (Producer's)

S 41°44'29"W - 525.00'
IR to mon. found

4" square concrete monument found at cross-tie fence corner

***Note:**

These recorded easements do not include detailed locations, but maps provided by the pipeline companies indicate that these are the pipelines covered by these easements.

30' Pipeline Easement*
vol. 534, pg. 108 (Producer's)

City of College Station
78.36 acres
vol. 3900, pg. 223

Proposed 100' Easement
City of College Station Tracts
Thomas Caruthers league A-9
College Station, Texas



LEGAL NOTICE

4 DATES TO BE PUBLISHED:

THURSDAYS: **September 10th, 17th, 24th, and October 1st, 2015.**

BILL TO:

Tony Michalsky
Assist. Dir. of Electric Utility
City of College Station
P.O. Box 9960
College Station, TX 77842
(979) 764-3438

NOTICE OF PUBLIC HEARING:

The College Station City Council will hold a public hearing to consider a resolution authorizing the establishment of a Public Utility Easement within a portion of Lick Creek Greenway for the purpose of upgrading the Spring Creek Transmission Line between the Switch Station Substation and Spring Creek Substation, and to the Greens Prairie Substation.

The hearing will be held in the Council Chambers of the College Station City Hall, 1101 Texas Avenue at the 7:00 p.m. meeting of the City Council on Thursday, October 8, 2015. For additional information, please contact, Tony Michalsky at 979.764.3660.

Any request for sign interpretive services for the hearing impaired must be made 48 hours before the meeting. To make arrangements call 979.764.3547 or (TDD) 1.800.735.2989.

The Eagle

Order Confirmation for Ad #0000157730-01

Ad Content Proof Actual Size

NOTICE OF PUBLIC HEARING

The College Station City Council will hold a public hearing to consider a resolution authorizing the establishment of a Public Utility Easement within a portion of Lick Creek Greenway for the purpose of upgrading the Spring Creek Transmission Line between the Switch Station Substation and Spring Creek Substation, and to the Greens Prairie Substation.

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9-10 9-17 9-24 10-1



Legislation Details (With Text)

File #:	15-0575	Version:	1	Name:	Renee Lane - Rezoning
Type:	Rezoning	Status:		Status:	Agenda Ready
File created:	9/22/2015	In control:		In control:	City Council Regular
On agenda:	10/8/2015	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for the property being a 4.322 acre tract in the Bald Prairie Subdivision, Lot 3A, in the City of College Station, Brazos County, Texas, and as recorded in Volume 6749, Page 20, of the Official Records of Brazos County, Texas, generally located between Passendale Lane and Leyla Lane.				
Sponsors:	Lance Simms				
Indexes:					
Code sections:					
Attachments:	Background Aerial and Small Area Map Ordinance				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to GS General Suburban for the property being a 4.322 acre tract in the Bald Prairie Subdivision, Lot 3A, in the City of College Station, Brazos County, Texas, and as recorded in Volume 6749, Page 20, of the Official Records of Brazos County, Texas, generally located between Passendale Lane and Leyla Lane.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s):

The Planning and Zoning Commission considered this item at their September 17, 2015 meeting and unanimously recommended approval. Staff also recommends approval.

Summary:

This request is to rezone the subject property from R Rural to GS General Suburban. The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as General Suburban. The Comprehensive Plan states that this designation is generally for areas that should have an intense level of development activities. These areas will tend to consist of high-density single-family residential lots (minimum 5,000 square feet). The proposed zoning permits single-family residential lots, allowing the property to be redeveloped consistent with the Comprehensive Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The properties to the east, across Renee Lane are zoned R Rural, and developed as single-family homes on lots larger than an acre. Properties to the north, south and west are developed as single-family homes on lots that exceed 5,000 square feet, and zoned GS General Suburban.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The property has frontage to Renee Lane and is suitable for a single-family subdivision. It is surrounded by other single-family subdivisions of similar lot size.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property has frontage to Renee Lane and permits a single-family home and associated agricultural uses.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property could not be marketed as an R Rural subdivision and has limited agricultural potential as it is surrounded by single family.
6. **Availability of water, wastewater, storm water, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be provided by City of College Station via existing 8-inch main along Renee Lane. There is an existing 8-inch sanitary sewer main along Renee Lane. The tract is in the Lick Creek Drainage Basin where the natural conveyance path drains towards Renee Lane. Access will be via Renee lane. Drainage and other public infrastructure required with the site shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructures appear to currently have capacity to adequately serve the proposed use.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: September 17, 2015

Advertised Council Hearing Date: October 8, 2015

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

Edelweiss Ridge Owners Association

Property owner notices mailed: 62

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban	GS General Suburban	Single-family homes
South	General Suburban	GS General Suburban	Single-family homes
East (Across Renee Lane)	General Suburban	R Rural and GS General Suburban	Single-family homes
West	General Suburban	GS General Suburban	Single-family homes

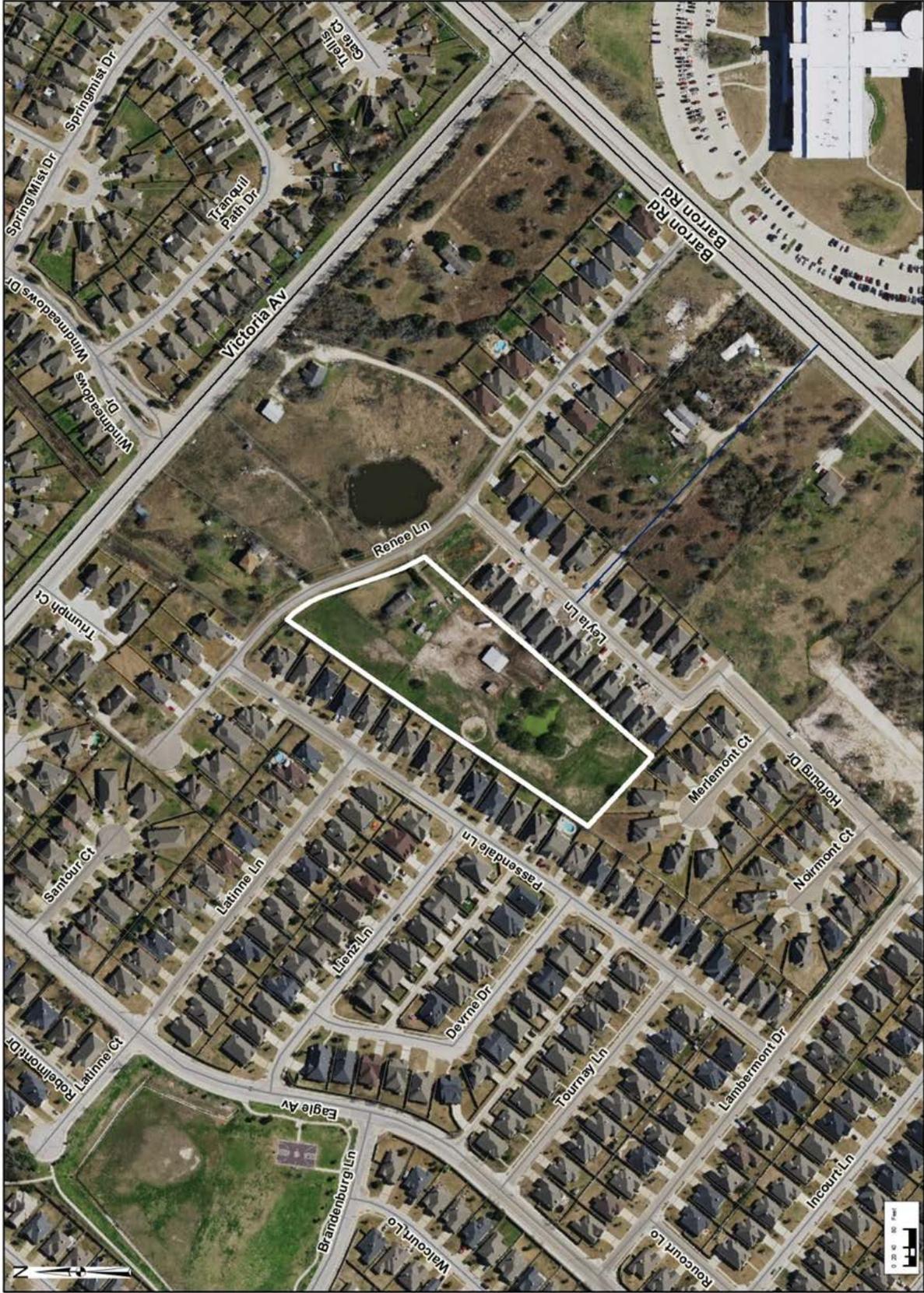
DEVELOPMENT HISTORY

Annexation: 1995

Zoning: Property zoned A-O Agricultural Open upon annexation
A-O renamed R Rural (2013)

Final Plat: Bald Prairie Subdivision Final Plat (1973), Bald Prairie
Subdivision Lots 1A & 3A Amending Plat (2005) ted

Site development: Property is developed with a single family home.



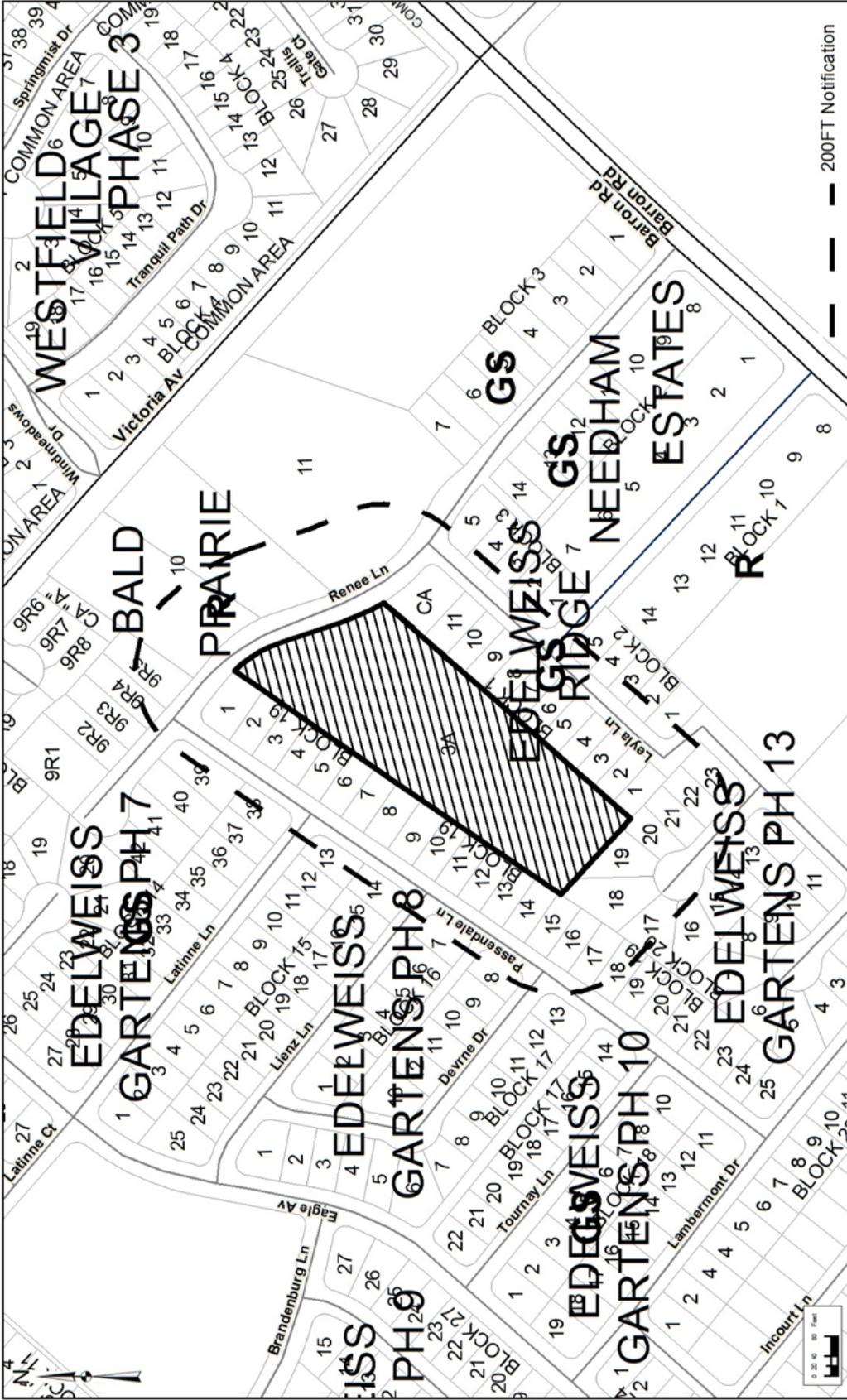
REZONING

Case: REZ2015-000014

14020 RENEE LN

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

--- 200FT Notification



DEVELOPMENT REVIEW

REZONING

14020 RENEEL LN

Case: **REZ2015-000014**

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO GS GENERAL SUBURBAN FOR THE PROPERTY BEING BALD PRAIRIE SUBDIVISION, LOT 3A, ACCORDING TO THE PLAT RECORDED IN VOLUME 6749, PAGE 20 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, LOCATED AT 14020 RENEE LANE AND BEING MORE GENERALLY LOCATED BETWEEN PASSENDALE LANE AND LEYLA LANE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and as shown graphically in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of October, 2015

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

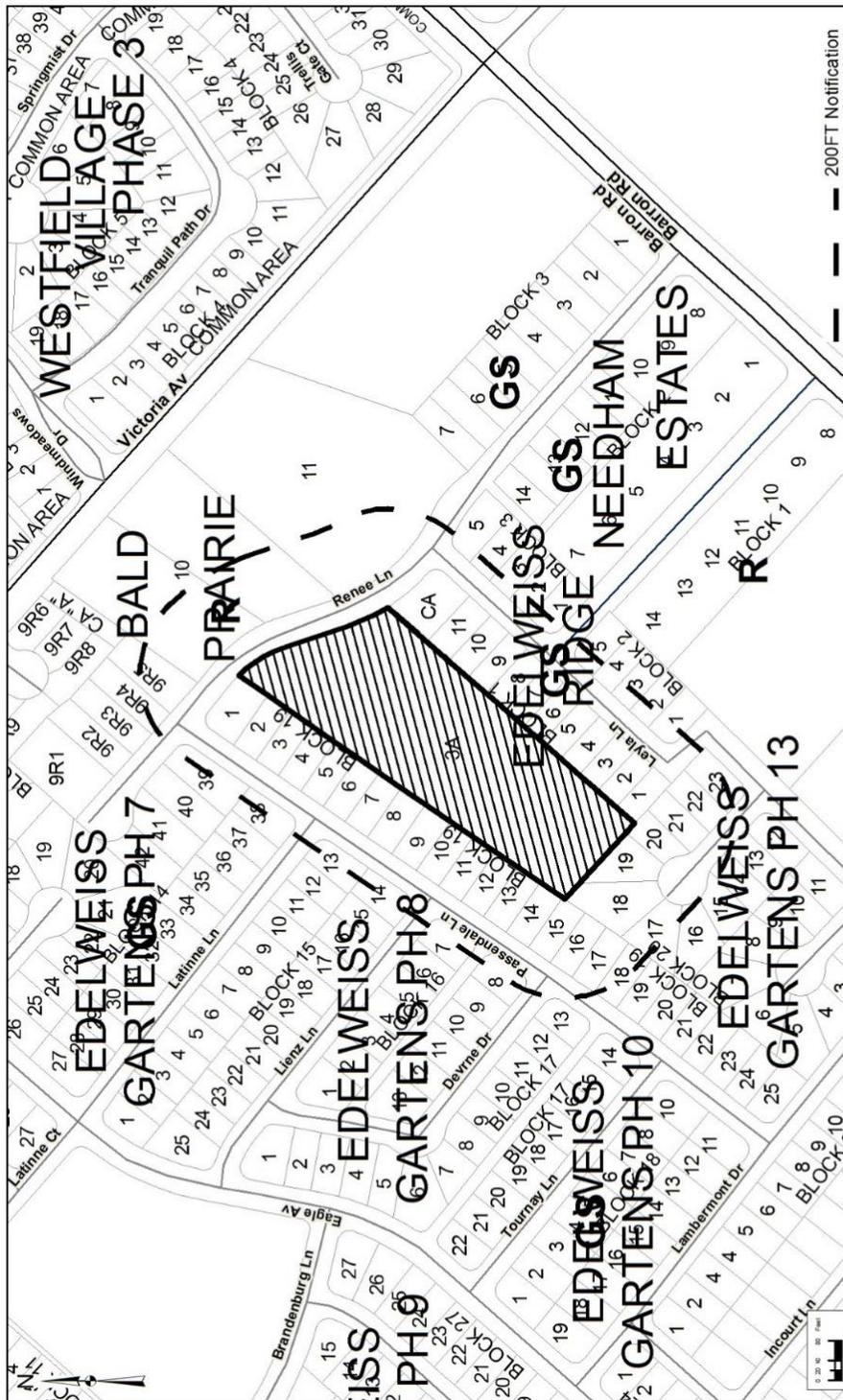
EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property, is rezoned from R Rural to GS General Suburban:

Bald Prairie Subdivision, Lot 3A, according to the plat recorded in Volume 6749, Page 20 of the Official Records of Brazos County, Texas

EXHIBIT "B"



DEVELOPMENT REVIEW	14020 RENEE LN	REZONING
	Case: REZ2015-000014	



Legislation Details (With Text)

File #:	15-0587	Version:	1	Name:	BCAD appointment
Type:	Appointment	Status:		Status:	Agenda Ready
File created:	9/28/2015	In control:		In control:	City Council Regular
On agenda:	10/8/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding appointments to the Brazos Central Appraisal District.				
Sponsors:	Sherry Mashburn				
Indexes:					
Code sections:					
Attachments:	BCAD_20150928141610.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding appointments to the Brazos Central Appraisal District.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: The terms of the board of directors of the appraisal district expire on December 31, 2015. The Council must appoint one person for a two-year term. Our current board appointee is Ronald Kaiser.

Budget & Financial Summary: None

Attachments:

- * BCAD letter

Brazos Central Appraisal District
1673 Briarcrest Dr., Suite A-101
Bryan, Texas 77802
Telephone: (979) 774-4100
Facsimile: (979) 774-4196



Mark W. Price
Chief Appraiser

June 26, 2015

Ms. Sherry Mashburn
City Secretary, City of College Station
P O Box 9960
College Station, TX 77840

Re: Appraisal District Board of Directors Membership

Dear Ms. Mashburn:

As of December 31, 2015, the terms of the board of directors of the appraisal district expire. The procedures for appointing board members were established by majority resolution in 2001. It is time for your jurisdiction to appoint its member or members to the Board of Directors of the Brazos Central Appraisal District for a two year term beginning on January 1, 2016.

In accordance to those resolutions, the board of directors is composed of seven members. Members are to be appointed by each jurisdiction based on the following schedule:

Brazos County:	One member
Bryan ISD:	Two members
College Station ISD:	Two members
City of Bryan:	One member
City of College Station:	One member

Current board members are:

Lonnie Jones & William Lero – representing Bryan ISD
Ken Medders, Jr. – representing Brazos County
Tim Jones & John Flynn – representing College Station ISD
James C. Smith – representing the City of Bryan
Ronald Kaiser – representing the City of College Station
Kristeen Roe – automatic non-voting membership as County Tax Assessor/Collector

Please take appropriate action to place this item on an upcoming agenda, as notification of your appointment for the 2016-2017 term must be made to the appraisal district by November 15, 2015.

If you have any questions or need additional information, please give me a call.

Sincerely,

Mark W. Price
Chief Appraiser