



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, November 12, 2015

7:00 PM

City Hall Council Chambers

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

Presentation:

Issuance of Certificates of Election to elected City Council Members, Places 4 and 6; and administer Oaths of Office. Entrega de los Certificados de las Elecciones a los Miembros del Consejo elegidos para los puestos número 4, y 6; y administrar los Juramentos al Cargo.

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. [15-0631](#) Presentation, possible action, and discussion of minutes for:

- October 22, 2015 Workshop
- October 22, 2015 Regular Meeting

Sponsors:

Mashburn

Attachments:

[WKSHP102215 DRAFT Minutes.docx](#)

[RM102215 DRAFT Minutes.docx](#)

2b. [15-0607](#) Presentation, possible action, and discussion regarding the rejection of the single bid received for Bid No. 15-082 from Power

Line Solutions for the Installation (labor only) of Subdivision Padmount/Polemount Transformers & Various Padmount Transformer Removal/Replacements.

Sponsors:

Crabb

Attachments:

[Tabulation.xlsx](#)

- 2c. [15-0624](#) Presentation, possible action, and discussion regarding the award of Bid #16-001, for the purchase of various transmission poles and conductors for the Spring Creek Reconductor transmission line project. The total recommended award is \$669,552 and will be awarded by line item to the lowest responsible bidders.

Sponsors:

Crabb

Attachments:

[Bid Summary.pdf](#)

[Material Bid Recommendation 2015-10-16.ltr.pdf](#)

- 2d. [15-0625](#) Presentation, possible action, and discussion relating a resolution approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.

Sponsors:

Nettles

Attachments:

[City CS OK Resolution.docx](#)

- 2e. [15-0630](#) Presentation, possible action, and discussion of proposed change to the City's Down Payment Assistance Program to include a not-to-exceed limit on the amount of assistance provided through a loan to no more than \$49,999.

Sponsors:

Eller

Attachments:

[DAP Guidelines 11-12-15.doc](#)

- 2f. [15-0632](#) Presentation, possible action, and discussion regarding the first renewal of the price agreement from Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.

Sponsors:

Harmon

Attachments:

[Tabulation.pdf](#)

[City of College Station Renewal 10.9.15.pdf](#)

- 2g. [15-0633](#) Presentation, possible action, and discussion on a professional services contract with HDR Engineering, Inc. in the amount of \$462,809.25, for the design, bidding, construction administration and construction materials testing for the University Drive Pedestrian Safety Improvements Project Phases 2-5.

Sponsors:

Harmon

Attachments: [Project Map University Ped 2-5.pdf](#)

- 2h. [15-0634](#) Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Welsh Avenue into the Rock Prairie Elementary driveway approximately 650 feet north of Rock Prairie Road.

Sponsors: Harmon

Attachments: [Left-Turns Ordinance - Northbound Welsh Avenue into Rock Prairie Elementary](#)
[No Left-Turns - Northbound Welsh Avenue into Rock Prairie Elementary.pdf](#)

- 2i. [15-0635](#) Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Brothers Boulevard into the Southwood Valley Parent Pick-up and Drop-off Driveway approximately 450 feet north of Deacon Drive.

Sponsors: Harmon

Attachments: [Left-Turns Ordinance - Northbound Brothers into Southwood Valley Elementary](#)
[No Left-Turns - Northbound Brothers into Southwood Valley Elementary.pdf](#)

- 2j. [15-0636](#) Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling south on Eagle Avenue at the public alley that is approximately 350 feet north of Newport Lane during morning drop-off and afternoon pick-up at Creek View Elementary

Sponsors: Harmon

Attachments: [Left-Turns Ordinance - Public Alley Near Creek View Elementary.doc](#)
[No Left-Turns - Public Alley Near Creek View Elementary.pdf](#)

- 2k. [15-0641](#) Presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," Subsections C.2.H.1 and C.2.H.2 of the Code of Ordinances of the City of College Station, Texas, regarding how often mobile food vendors are required to leave mobile food courts.

Sponsors: Hitchcock

Attachments: [Ordinance.docx](#)

- 2l. [15-0644](#) Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County and the City of Bryan providing

Emergency Medical Ambulance Services to Brazos County.

Sponsors: Hurt

Attachments: [FY15-17 County EMS contract draft.doc](#)

- 2m. [15-0645](#) Presentation, possible action, and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #15-006) with Brenco Marketing Corporation (Bryan, TX) for one (1) year; and authorize the annual estimated expenditures of \$1,200,000.

Sponsors: Kersten

Attachments: [Ren1 and COI.pdf](#)

Regular Agenda

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

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. [15-0643](#) 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 SC Suburban Commercial for approximately 0.59 acres being Benjamin Graham Subdivision, Lot 9 and a portion of Lot 10 and the adjacent portion of the 20' Alley, Block A, according to the plat recorded in Volume 12, Page 394 of the Official Public Records of

Brazos County, Texas, being generally located at 14996 Live Oak Street, being more generally located between Live Oak Street and Wellborn Road near Greens Prairie Road West. Case #REZ2015-000015

Sponsors: Thomas

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

2. [15-0623](#) Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions, and consider citizen appointment to the Arts Council.

Sponsors: Mashburn

Attachments: [2014-2015 Council Appointed Reps.docx](#)

3. Adjourn.

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

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on November 6, 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 #: 15-0631 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 10/26/2015 **In control:** City Council Regular
On agenda: 11/12/2015 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· October 22, 2015 Workshop
· October 22, 2015 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP102215 DRAFT Minutes.pdf](#)
[RM102215 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
• October 22, 2015 Workshop
• October 22, 2015 Regular Meeting

Relationship to Strategic Goals:
• Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:
• October 22, 2015 Workshop
• October 22, 2015 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
OCTOBER 22, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

TAMU Student Liaison

Wayne Beckermann, VP/Municipal

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Berry at 4:31 p.m. on Thursday, October 22, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:31 p.m. on Thursday, October 22, 2015 in order to continue discussing matters pertaining to:

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

- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District

- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas
- City of College Station, Texas, v. Embrace Brazos Valley, Inc., Cause No. 15-000804-CV-85, In the 85th Judicial District Court, Brazos County, Texas.

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

- Municipal Judge

The Executive Session adjourned at 5:38 p.m.

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

No action was required from Executive Session.

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

Items 2f and 2g were pulled for clarification.

(2f): Donald Harmon, Director of Public Works, clarified the change order was based upon elements not adequately reviewed by staff and the necessity to mitigate some of the costs. This results in a net reduction of approximately \$180,000.

(2g): Alison Pond, Director of Human Resources, gave a brief overview of the program which provides City employees with a loan option to be re-paid through employee payroll deductions.

5. Presentation, possible action, and discussion regarding the Veteran's Park and Athletic Complex Build-Out (Phase 1).

Davis Schmitz, Director of Parks and Recreation, reported that the Veteran's Park and Athletic Complex Build-Out (Phase 1) consists of adding two additional full size athletic fields, lighting, shade, playgrounds, a splash pad, and 160 parking spaces. A public meeting was held to gather input from the local soccer community about the project. Results were overwhelmingly positive to move forward with plans for Phase 1, with a two-year anticipated completion. Other items asked to be considered include restrooms and concrete sidewalks. This project is estimated to cost \$3,673,274 (not including additional restrooms) and will utilize Hotel Occupancy Tax funds. Staff estimates annual operations and maintenance costs of \$50,000.

Staff recommends approval. Council consensus was to move forward.

6. Presentation, possible action, and discussion relating to a proposal for a new office building for the Brazos Central Appraisal District.

Ron Kaiser, BCAD representative, introduced Mark Price, Chief Appraiser, who reported that the Brazos Central Appraisal District is seeking a new building due to concerns with growth,

security, customer service, and technology. Three-fourths of the taxing entities must approve this request. The total project cost is estimated to be \$3.2 million. The BCAD Board of Directors recommends building rather than leasing office space to give the property owners of Brazos County the best value for their tax dollars and to provide improved security, efficiency and technology for the BCAD staff as well as the public.

Mayor Berry recessed the workshop at 7:00 in order to begin the Regular Meeting.

The Workshop reconvened at 8:24 p.m.

7. Council Calendar

Council reviewed the calendar.

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

Councilmember Nichols asked for the ten-year Comprehensive Plan review to be moved up a year or two due to the substantial growth we are seeing.

Councilmember Aldrich asked to consider an appointment to the Brazos Valley Arts Council.

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

Councilmember Brick reported on the Bicycle, Pedestrian and Greenways Advisory Board and Transportation Board.

Councilmember Schultz reported on the RVP.

Councilmember Nichols reported on the Annexation Task Force and the CVB.

Councilmember Mooney reported on the BVCOG.

Councilmember Aldrich reported on the Chamber of Commerce.

10. Adjournment

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:31 p.m. on Thursday, October 22, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
OCTOBER 22, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

TAMU Student Liaison

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

Wayne Beckermann, VP/Municipal

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:10 p.m. on Thursday, October 22, 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 the College Station Municipal Court proclaiming November 2, 2015 through November 6, 2015, as Municipal Court Week.

Mayor Berry presented the proclamation to representatives of the College Station Municipal Court: Judge Edward Spillane, Marie Barringer, Melissa Johnson, Lucy Coronilla, Belinda

Cinque, Naomi Neblett, Marleigh Thomasen, Chadd Harkrider, Nikki Ochoa, Dierdre Canon, and Abby Bazy.

Proclamation for National Cyber Security Awareness Month.

Mayor Berry presented the proclamation to the Director of Information Technology, Ben Roper.

Hear Visitors Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Sgt. John W. Russell.

CONSENT AGENDA

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

- **October 8, 2015 Workshop**
- **October 8, 2015 Regular Meeting**

2b. Presentation, possible action, and discussion regarding the second renewal of a contract for Annual Pad-Mount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$102,370.

2c. Presentation, possible action, and discussion regarding the second reading of Ordinance 2015-3710, a recycling collection franchise ordinance and service agreement with CCAA, LLC., d/b/a Brazos Valley Recycling.

2d. Presentation, possible action, and discussion regarding Change Order No. 2 to the construction contract with Kieschnick General Contractors, Inc., reducing contract 15-171 by \$68,526 for the Area 2 Water Line Extension project.

2e. Presentation, possible action, and discussion regarding approval of a one year service contract (contract no. 15300392) between the City of College Station and Rios Tree Service Inc., for an amount not to exceed \$200,000 for annual landscaping, tree trimming and removal services.

2f. Presentation, possible action, and discussion regarding construction Change Order No. 1 to contract 15-109 with Kieschnick General Contractors, Inc., reducing the contract in the amount of \$182,397.60 for the Lick Creek Hike & Bike Trail Project.

2g. Presentation, possible action, and discussion regarding the City of College Station entering into a relationship with the Community Loan Center of the Brazos Valley to provide City employees with a loan option to be re-paid through employee payroll deductions.

2h. Presentation, possible action, and discussion on awarding a bid to Vox Construction, LLC. in the amount of \$66,670.05 for the construction of sidewalks on the south side of Dominik Drive from Stallings to Munson.

2i. Presentation, possible action, and discussion regarding Ordinance 2015-3711, of the City Council of the City of College Station, Texas, amending Ordinance No. 2015-3693, replacing Part 4 to change the condition related to the effective date of the rezoning from November 30, 2015 to February 15, 2016, and providing an effective date.

2j. Presentation, possible action, and discussion on Resolution 10-22-15-2j, stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.

2k. Presentation, possible action, and discussion on approving the FY 16 hotel tax agreement with the Arts Council of the Brazos Valley for \$386,400 to fund Affiliate funding and Annual Program and Marketing funding.

2l. Presentation, possible action, and discussion on approval of the 2015 Property Tax Roll in the amount of \$32,065,351.34.

MOTION: Upon a motion made by Councilmember Mooney 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 on the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO).

This item was heard after item 2.

Jennifer Prochazka, Planning and Development, gave an overview of the Comprehensive Plan, with its requisite master plans. She reported that the Annual Review of the Unified Development Ordinance is required by the UDO as an on-going effort to keep the development codes of the City of College Station current and relevant. Included as a part of the review is a list of amendments to the UDO during the past 12 months.

Staff recommends that Council accept the review and requested relevant direction to aid staff in the implementation of the Comprehensive Plan and Unified Development Ordinance.

At approximately 8:22 p.m., Mayor Berry opened the Public Hearing.

Jackie Pacha, Executive Director of the Brazos Valley Center for Independent Living, said her organization provides feedback regarding the comprehensive plan.

There being no further comments, the Public Hearing was closed at 8:23 p.m.

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 accept the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO). The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3712, adoption of the City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

This item was pulled out of order and heard before item 1.

Venessa Garza, Planning and Development, introduced Brian Shamburger, with Kimley-Horn, who gave an overview of the ADA Title II requirements, the Transition Plan requirements, and project scope. Public outreach included a focus group meeting with area organizations that serve people with disabilities. Two public meetings were held to receive input on the plan and areas around town in need of improvement. In relation to programs, procedures, and policies, staff training is needed, staff needs to be aware of resources, update the ADA notice on meeting agendas, alternate formats of printed information should be made available, and contact information to auxiliary aids and accommodations need to be made available. The first phase of the Plan has identified \$3.35 million in needed improvements.

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

Jackie Pacha, Executive Director of the Brazos Valley Center for Independent Living, came before Council representing citizens with disabilities. She appreciated the opportunity to provide input in this process, and they have no problems with how staff has handled this. It is only right that College Station leads the way with this transition plan. She cautioned Council that when they hire the ADA Coordinator to consider their qualifications and to not just appoint a staff person to add this to their job duties.

Lorene Bookman, 2402 Welsh Avenue, #615, said she is profoundly deaf and from a deaf family. The community is behind in the process. There is no access for her. She has to request services two days in advance, which is not necessary, especially if there are interpretive services available online. She appreciates that the City is looking at this, but her needs are not being met at this time. A video phone would help with equal access.

Rachael Hubbs, 2401 Welsh Avenue #615, said what was just said applies to her as well. She told of an experience with the police and stated that the police need to be educated on how to deal with deaf people. Hospitals, too, are not always responsive and have postponed getting an interpreter.

There being no further comments, the Public Hearing was closed at 7:53 p.m.

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 adopt Ordinance 2015-3712 adoption of the City's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. The motion carried unanimously.

3. Presentation, possible action, and discussion regarding appointments to the Brazos Transit District Board.

On October 14, the City received a letter from John McBeth, CEO for The District, informing the City that Roy Kelly, representing the region comprising the cities of Bryan, College Station and Brazos County, announced he will be resigning from the Board of Directors. The District is requesting the City to nominate an elected official from the City of College Station to serve on The District Board. The term would be four years and may serve two terms. The Board meets quarterly.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to appoint Blanche Brick to the Brazos Transit District Board of Directors. The motion carried unanimously.

4. Adjournment.

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:24 p.m. on Thursday, October 22, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 15-0607 **Version:** 1 **Name:** Rejection of Bid 15-082 for Installation Services for Transformers

Type: Bid Award **Status:** Consent Agenda

File created: 10/7/2015 **In control:** City Council Regular

On agenda: 11/12/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding the rejection of the single bid received for Bid No. 15-082 from Power Line Solutions for the Installation (labor only) of Subdivision Padmount/Polemount Transformers & Various Padmount Transformer Removal/Replacements.

Sponsors: Timothy Crabb

Indexes:

Code sections:

Attachments: [Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the rejection of the single bid received for Bid No. 15-082 from Power Line Solutions for the Installation (labor only) of Subdivision Padmount/Polemount Transformers & Various Padmount Transformer Removal/Replacements.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the rejection of bid from Power Line Solutions.

Summary:

The Electric Department has seen an increasing demand from developers for subdivision padmount/polemount transformer installations. Therefore, staff solicited bids with an aggressive service delivery schedule to augment city staff resources. On September 24, 2015 one (1) sealed bid was received and opened for Subdivision Padmount/Polemount Transformer Installation. The single bid received from Power Line Solutions was deemed to be too costly for the labor being supplied and is therefore being rejected. Staff also received a number of "no bid" notices due to a busy industry and time constraints within the bid solicitation.

Budget & Financial Summary:

The rejection of bid 15-082 will have no impact on the electric budget.

Attachments:

15-082 Tabulation

Subdivision Padmount/Polemount Transformer Installation
(Underground Utility Connections)

and

Various Padmount Transformer Removal/Replacement

SUMMARY

Bid No. 15-082

		Power Line Solutions	
Phase 1	Bridgewood	\$	94,505.85
Phase 2	Shenandoah 15-16	\$	98,276.20
Phase 3	Castlegate II Lift Station	\$	21,328.30
Phase 4	Castlegate II - 106	\$	18,105.15
Phase 5	Castlegate II - 107	\$	50,739.75
Phase 6	Misc Transformer Retirements	\$	122,171.90
	Misc Transformer Installations	\$	122,171.90
	Misc Pad Mount Switch Gear Replacements	\$	25,720.40
	Misc Pad Mount Switch Gear Installations	\$	25,720.40
	Misc Single Phase Junction Box Replacements	\$	6,430.10
	Misc Single Phase Junction Box Installations	\$	6,430.10
	TOTAL	\$	591,600.05

Sub-Division : Underground Installation Phases 1-5

Phase 2

Project Name: Shenandoah 15-16

Approx. Completion By: October 2nd week

Scope of work:

- Install and terminate 12 single phase Pad Mount transformers per CSU design
- Pull ~3,600' (total) of 1/0 primary in existing 2" pvc conduit
- Pull ~1,200' (total) of 350 MCM Al Triplex in existing 3" pvc conduit
- Terminate 350 MCM in 11 secondary pedestals and source transformer
- Terminate existing #10 copper conductor in 11 streetlights from source transformer to existing streetlights
- Install and terminate 1/0 primary in 2-2" single phase riser.
- Install and terminate 5 single phase Pole mount transformers per CSU design
- Install and terminate 5 secondary risers in 3" conduit
- All conductor counts in Ft.

Transformers:					
				Power Line Solutions	
<u>A.U.</u>	<u>Description</u>	<u>Size (kVA)</u>	<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DUG25-240/120	25KVA PADMOUNT 1 PH 240/120	25	3	\$ 2,890.05	\$ 8,670.15
DUG37.5-240/120	37.5KVA PADMOUNT 1 PH 240/120	37.5	7	\$ 2,890.05	\$ 20,230.35
DUG50-240/120	50KVA PADMOUNT 1 PH 240/120	50	2	\$ 2,890.05	\$ 5,780.10
DGP25-120/240	25KVA POLE, CONV. 120/240	25	2	\$ 2,890.05	\$ 5,780.10
DGP37.5-120/240	37.5KVA POLE, CONV. 120/240	37.5	3	\$ 2,890.05	\$ 8,670.15
Riser:			<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DUA1	RISER 2" 1/0 URD 1PH. PRIMARY ON EXISTING POLE		2	\$ 3,215.05	\$ 6,430.10
DUM5-2-4	RISER 4" SECONDARY ON EXISTING POLE		5	\$ 3,215.05	\$ 16,075.25
Conductor:			<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DU-#1/0-PRI	1/0 AL URD PRI - 3,600'		3600	\$ 5.55	\$ 19,980.00
DU-#350-URD	350 MCM AL TPLX URD - 1,200'		1200	\$ 5.55	\$ 6,660.00
				Phase 2 Total	\$ 98,276.20

Phase 3

Project Name: Castlegate II Lift Station

Approx. Completion By: October 4th week

Scope of work:

- Install and terminate 1 three phase Pad Mount transformers per CSU design, meter & ct's mounted on transformer
- Pull ~660' (total) of 1/0 primary in existing 4" pvc conduit
- Install and terminate 1/0 primary in 1-4" single phase riser.
- All conductor counts in Ft.

Transformers:					
<u>A.U.</u>	<u>Description</u>	<u>Size (kVA)</u>	<u>Count</u>	Power Line Solutions	
				<u>Unit Cost</u>	<u>Extended Cost</u>
DUG112-480/277	112.5KVA PADMOUNT 3 PH 480/277	112.5	1	\$ 2,890.05	\$ 2,890.05
Riser:			<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DUC1	RISER 4" 1/0 URD 3PH. PRIMARY ON EXISTING POLE		1	\$ 3,215.05	\$ 3,215.05
Meter Equipment			<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DM8-MS-11	SOCKET 13 TERM CL20 3PH T/S		1	\$ 2,890.05	\$ 2,890.05
DM8-CT-05	CT 400:5 PADMOUNT		3	\$ 2,890.05	\$ 8,670.15
Conductor:			<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DU-#1/0-PRI	1/0 AL URD PRI - 660'		660	\$ 5.55	\$ 3,663.00
				Phase 4 Total	\$ 21,328.30

Phase 4

Project Name: CASTLEGATE II-106

Approx. Completion By: November 1st week

Scope of work:

- Install and terminate 3 single phase transformers per CSU design
- Pull ~1,000' (total) of 1/0 primary in existing 2" pvc conduit
- Pull ~700' (total) of 350 MCM Al Triplex in existing 3" pvc conduit
- Terminate 350 mcm in 10 secondary pedestals and source transformer
- Terminate existing #12 copper conductor in 4 street lights from source transformer to existing streetlights
- All conductor counts in Ft.

Transformers:

				Power Line Solutions	
<u>Assembly Unit</u>	<u>Description</u>	<u>Size (kVA)</u>	<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DUG37.5-240/120	37.5KVA PADMOUNT 1 PH 240/120	37.5	1	\$ 2,890.05	\$ 2,890.05
DUG50-240/120	50KVA PADMOUNT 1 PH 240/120	50	2	\$ 2,890.05	\$ 5,780.10
<u>Conductor:</u>			<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DU-#1/0-PRI	1/0 AL URD PRI - 4,200'		1000	\$ 5.55	\$ 5,550.00
DU-#350-URD	350 MCM AL TPLX URD - 900'		700	\$ 5.55	\$ 3,885.00
				Phase 5 Total	\$ 18,105.15

Phase 5

Project Name: CASTLEGATE II-107

Approx. Completion By: November 2nd week

Scope of work:

- Install and terminate 10 single phase transformers per CSU design
- Pull ~2,790' (total) of 1/0 primary in existing 2" pvc conduit
- Pull ~1,145' (total) of 350 MCM Al Triplex in existing 3" pvc conduit
- Terminate 350 mcm in 14 secondary pedestals and source transformer
- Terminate existing #12 copper conductor in 4 street lights from 4 source transformer to existing streetlights
- All conductor counts in Ft.

Transformers:

				Power Line Solutions	
<u>Assembly Unit</u>	<u>Description</u>	<u>Size (kVA)</u>	<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DUG25-240/120	25KVA PADMOUNT 1 PH 240/120	25	1	\$ 2,890.05	\$ 2,890.05
DUG37.5-240/120	37.5KVA PADMOUNT 1 PH 240/120	37.5	5	\$ 2,890.05	\$ 14,450.25
DUG50-240/120	50KVA PADMOUNT 1 PH 240/120	50	4	\$ 2,890.05	\$ 11,560.20
<u>Conductor:</u>			<u>Count</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
DU-#1/0-PRI	1/0 AL URD PRI - 2,790'		2790	\$ 5.55	\$ 15,484.50
DU-#350-URD	350 MCM AL TPLX URD - 900'		1145	\$ 5.55	\$ 6,354.75
				Phase 6 total	\$ 50,739.75

Phase 6
Underground Maintenance Replacements

Expected Completion by : December 2015

Summary of transformer replacements:

Pad Mount Transformer Retirements

Power Line Solutions

<u>Mounting</u>	<u>Size/Voltage</u>	<u>1 phase/3 Phase</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
pad	25 kVA 240/120	1 phase	4	\$ 3,215.05	\$ 12,860.20
pad	37.5 kVA 240/120	1 phase	2	\$ 3,215.05	\$ 6,430.10
pad	50 kVA 240/120	1 phase	1	\$ 3,215.05	\$ 3,215.05
pad	75 kVA 240/120	1 phase	3	\$ 3,215.05	\$ 9,645.15
pad	75 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	100 kVA 240/120	1 phase	16	\$ 3,215.05	\$ 51,440.80
pad	112.5 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	150 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	167.5 kVA 240/120	1 phase	2	\$ 3,215.05	\$ 6,430.10
pad	250 kVA 240/120	1 phase	5	\$ 3,215.05	\$ 16,075.25
pad	750 kVA 480/277	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	1000 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
			38	Total:	\$ 122,171.90

Summary of transformer replacements:

Pad Mount Transformer Installations

Power Line Solutions

<u>Mounting</u>	<u>Size/Voltage</u>	<u>1 phase/3 Phase</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
pad	25 kVA 240/120	1 phase	3	\$ 3,215.05	\$ 9,645.15
pad	37.5 kVA 240/120	1 phase	3	\$ 3,215.05	\$ 9,645.15
pad	50 kVA 240/120	1 phase	3	\$ 3,215.05	\$ 9,645.15
pad	75 kVA 240/120	1 phase	3	\$ 3,215.05	\$ 9,645.15
pad	75 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	100 kVA 240/120	1 phase	14	\$ 3,215.05	\$ 45,010.70
pad	112.5 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	150 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	167.5 kVA 240/120	1 phase	6	\$ 3,215.05	\$ 19,290.30
pad	250 kVA 240/120	1 phase	1	\$ 3,215.05	\$ 3,215.05
pad	750 kVA 480/277	3 phase	1	\$ 3,215.05	\$ 3,215.05
pad	1000 kVA 208/120	3 phase	1	\$ 3,215.05	\$ 3,215.05
			38	Total:	\$ 122,171.90

Summary of pad mount switch gear replacements:

<u>Pad Mount Switchgear Retirements</u>				
Power Line Solutions				
<u>Mounting</u>	<u>Type</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Pad	2source-2load	4	\$ 3,215.05	\$ 12,860.20
	Total	4	\$ 3,215.05	\$ 12,860.20
			Total:	\$ 25,720.40
<u>Pad Mount Switchgear Installations</u>				
<u>Mounting</u>	<u>Type</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Pad	2source-2load	4	\$ 3,215.05	\$ 12,860.20
	Total	4	\$ 3,215.05	\$ 12,860.20
			Total:	\$ 25,720.40

Summary of single phase junction box replacement:

<u>Single Phase Junction Box Retirements</u>				
Power Line Solutions				
<u>Mounting</u>	<u>Type</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
200 amp	1 Phase J-box	1	\$ 3,215.05	\$ 3,215.05
	Total	1	\$ 3,215.05	\$ 3,215.05
			Total:	\$ 6,430.10
<u>Single Phase Junction Box Installations</u>				
<u>Mounting</u>	<u>Type</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
200 amp	1 Phase J-box	1	\$ 3,215.05	\$ 3,215.05
	Total	1	\$ 3,215.05	\$ 3,215.05
			Total:	\$ 6,430.10



Legislation Details (With Text)

File #: 15-0624 **Version:** 1 **Name:** Spring Creek Reconductor Transmission Line Materials

Type: Bid Award **Status:** Consent Agenda

File created: 10/23/2015 **In control:** City Council Regular

On agenda: 11/12/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding the award of Bid #16-001, for the purchase of various transmission poles and conductors for the Spring Creek Reconductor transmission line project. The total recommended award is \$669,552 and will be awarded by line item to the lowest responsible bidders.

Sponsors: Timothy Crabb

Indexes:

Code sections:

Attachments: [Bid Summary.pdf](#)
[Material Bid Recommendation 2015-10-16.ltr.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the award of Bid #16-001, for the purchase of various transmission poles and conductors for the Spring Creek Reconductor transmission line project. The total recommended award is \$669,552 and will be awarded by line item to the lowest responsible bidders.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends award to lowest responsible bidders meeting specifications as follows for the transmission poles and wire.

TransAmerican Power Products	\$249,533.00
Techline	\$418,489.00
KBS Electric	\$1,530.00
Total	\$669,552.00

Summary:

Multiple sealed, competitive bids were received and opened on September 25, 2015 for the purchase of various transmission poles and conductors for the Spring Creek Reconductor transmission line project. McCord Engineering evaluated the bids and provided their recommendation for award.

Bid #16-001 is for transmission poles and conductor to reconductor the transmission line from Switch

Station Substation to Spring Creek Substation to William D. Fitch. This project is necessary to meet high load demands and to help increase reliability to the community as identified in the ERCOT Steady State Working Group (SSWG) future state modeling case studies.

Reviewed and Approved by Legal: N/A

Budget & Financial Summary:

Funds are budgeted for electric capital system improvements in College Station Utilities Capital Improvement Funds, Electric Division.

Attachments:

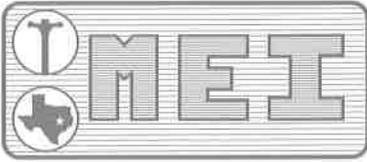
1. Bid Tabulation
2. Recommendation Letter

**CITY OF COLLEGE STATION
138 kV TRANSMISSION UPGRADE
COLLEGE STATION SWITCH to
SPRING CREEK SUBSTATION to GREENS PRAIRIE SUBSTATION
STEEL POLES, CONCRETE POLES, ACSS and OPGW CONDUCTOR**

BID SUMMARY

BIDDER	GROUP A	GROUP B	ITEM C-1	ITEM C-2	ITEM C-3	TOTAL	Successful Bid
Bridgewell Resources, LLC	340,584.77	0.00	0.00	0.00	0.00	340,584.77	
Dis-Tran Steel, Inc.	411,979.00	0.00	0.00	0.00	0.00	411,979.00	
Falcon Steel	323,845.00	0.00	0.00	0.00	0.00	323,845.00	
JH Davidson and Associates	0.00	0.00	0.00	55,596.00	0.00	55,596.00	
JH Davidson and Associates (Alt)	0.00	0.00	0.00	68,388.00	0.00	68,388.00	
KBS Electric	279,153.00	154,589.00	179,190.00	84,132.00	1,530.00	698,594.00	\$1,530.00
M.D. Henry Company, Inc.	400,691.00	0.00	0.00	0.00	0.00	400,691.00	
MVA Power	0.00	0.00	208,890.00	65,928.00	3,630.00	278,448.00	
Stuart C. Irby	0.00	0.00	211,860.00	87,576.00	4,425.00	300,861.00	
Suzhou Furukawa Fiber Optic Cable Co.	0.00	0.00	0.00	55,596.00	0.00	55,596.00	
Suzhou Furukawa Fiber Optic Cable Co. (Alt)	0.00	0.00	0.00	68,388.00	0.00	68,388.00	
TAPP, Inc.	249,533.00	0.00	0.00	0.00	0.00	249,533.00	\$249,533.00
Techline, Inc.	278,900.00	154,195.00	177,210.00	87,084.00	2,525.60	699,914.60	\$418,489.00
Texas Electric Cooperatives	0.00	0.00	185,130.00	0.00	0.00	185,130.00	
							\$669,552.00

Note: Techline, Inc. C-3 bid was updated to \$2,525.60 due to a minimum quantity requirement by Vendor.



McCORD ENGINEERING, INC.

916 Southwest Parkway East
College Station, Texas 77840 (979) 764-8356
Fax (979) 764-9644
Toll Free (888) 764-8356

October 16, 2015

Mr. Tony Michalsky
Asst. Electric Utility Director
City of College Station Utilities
1601 Graham Road
College Station, Texas 77842

RE: Bid #16-001, Spring Creek Re-Conductor Transmission Materials
Bid Recommendations

Dear Tony,

Our firm was directed to evaluate the bids submitted for the College Station bid proposal #16-001, Spring Creek Re-Conductor Transmission Materials. Please find a copy of the bid summary attached. Results of the bid evaluation are summarized below:

Group A: Steel Poles – Recommendation - Trans American Power Products Inc. - \$249,533.00

The low bidder was Trans American Power Products. There were no exceptions taken to the bid specifications noted. The pole calculations and pole summary data were provide with the bid. The poles will be built within North America.

Group B: Concrete Poles – Recommendation – Techline Inc. - \$154,195.00

The low bidder was Techline Inc., bidding Valmont concrete poles. There were no exceptions taken to the bid specifications noted. No pole calculations or pole summary data was provided with the bid. The poles will be built within North America.

Group C1: Conductor ACSS – Recommendation – Techline Inc. - \$177,210.00

The low bidder was Techline, Inc., bidding General Cable. There were no exceptions taken to the bid specifications noted. The conductor will be built within North America.

Group C2: OPGW Brugg – Recommendation – Techline Inc. - \$87,084.00

The low evaluated bidder was Techline, Inc., bidding Brugg Cable. There were no exceptions taken to the bid specifications noted. The conductor will be built within North America. The other removed low bidders were:

October 16, 2015

- a. JH Davidson and Asso. and Suzhou Furukawa Fiber Cable Co were stricken because the cable was proposed to be made in Wujiang City, China
- b. MVA Power was stricken because the cable was proposed to be made in Shanghai, China
- c. KBS Electric was stricken because the cable was proposed to be made by AFL Cable, but they did not provide any documentation relating to the exact catalog number nor the equivalence of the proposed product.

Group C3: ADSS 96 Fiber – Recommendation – KBS Electric - \$1,530.00

The low evaluated bidder was KBS Electric, bidding AFL Cable. There was no specific cable type listed. The conductor will be built within North America. For this item, Stuart C. Irby bid was stricken because the cable was proposed to be made in Nantong City, China

We value the opportunity to work with the City on this matter and appreciate the City Staff's commitment to excellence for service to its citizens. Please do not hesitate to contact me should any questions arise.

Yours truly,
McCord Engineering, Inc.

Handwritten signature of Bil Kahane in black ink, consisting of the name 'Bil' followed by initials 'gc'.

Bil Kahane, P.E.
Reg. Professional Senior Engineer

BK/jc
Enclosures

**CITY OF COLLEGE STATION
138 kV TRANSMISSION UPGRADE
COLLEGE STATION SWITCH to
SPRING CREEK SUBSTATION to GREENS PRAIRIE SUBSTATION
STEEL POLES, CONCRETE POLES, ACSS and OPGW CONDUCTOR
BID SUMMARY**

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Falcon Steel	323,845.00	0.00	0.00	0.00	0.00	323,845.00
JH Davidson and Associates	0.00	0.00	0.00	55,596.00	0.00	55,596.00
JH Davidson and Associates (Alt)	0.00	0.00	0.00	68,388.00	0.00	68,388.00
KBS Electric	279,153.00	154,589.00	179,190.00	84,132.00	1,530.00	698,594.00
M.D. Henry Company, Inc.	400,691.00	0.00	0.00	0.00	0.00	400,691.00
MVA Power	0.00	0.00	208,890.00	65,928.00	3,630.00	278,448.00
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Suzhou Furukawa Fiber Optic Cable Co.	0.00	0.00	0.00	55,596.00	0.00	55,596.00
Suzhou Furukawa Fiber Optic Cable Co. (Alt)	0.00	0.00	0.00	68,388.00	0.00	68,388.00
TAPP, Inc.	249,533.00	0.00	0.00	0.00	0.00	249,533.00
Techline, Inc.	278,900.00	154,195.00	177,210.00	87,084.00	2,525.60	699,914.60
Texas Electric Cooperatives	0.00	0.00	185,130.00	0.00	0.00	185,130.00

Note: Techline, Inc. C-3 bid was updated to \$2,525.60 due to a minimum quantity requirement by Vendor.



Legislation Details (With Text)

File #: 15-0625 **Version:** 3 **Name:** Brazos Central Appraisal District new office building
Type: Resolution **Status:** Consent Agenda
File created: 10/23/2015 **In control:** City Council Regular
On agenda: 11/12/2015 **Final action:**
Title: Presentation, possible action, and discussion relating a resolution approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.
Sponsors: Aubrey Nettles
Indexes:
Code sections:
Attachments: [City CS OK Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion relating a resolution approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.

Relationship to Strategic Goals:

Good Governance
Core Services and Infrastructure

Recommendation(s): The City manager’s Office requests that Council consider the resolution.

Background & Summary: Pursuant to Chapter 6 of the *Texas Property Tax Code*, the City of College Station appoints a member or members to the Board of Directors of the Brazos Central Appraisal District (“Brazos CAD”). Pursuant to Section 6.051 of the *Texas Property Tax Code*, Brazos CAD has the legal right to purchase or lease real property as necessary to establish and operate the Brazos CAD appraisal office. The City of College Station has received a Resolution, dated September 28, 2015 adopted by the Brazos CAD Board of Directors recommending the purchase of the property known as Lot 1 Block 1 Park Hudson Phase 3, to contain 2.145 acres more or less which is situated in Bryan, Brazos County, Texas (the “Property”) and construct a building approximately 11,550 square feet to operate the Brazos CAD office. The Appraisal District is seeking the Council’s approval to acquire the property known as Lot 1 Block 1 Park Hudson Phase 3 for \$500,000, and to construct an improvement of approximately 11,550 square feet with an estimated cost of \$2,703,670 to establish and operate the Brazos Central Appraisal District Office.

Budget & Financial Summary:

Attachments: Appraisal District Resolution

RESOLUTION NO. _____

RESOLUTION BY THE GOVERNING BODY OF THE CITY OF COLLEGE STATION APPROVING THE PURCHASE OF PROPERTY AND CONSTRUCTION OF A NEW OFFICE BUILDING BY THE BRAZOS CENTRAL APPRAISAL DISTRICT

WHEREAS, pursuant to Chapter 6 of the *Texas Property Tax Code*, the City of College Station appoints a member or members to the Board of Directors of the Brazos Central Appraisal District (“Brazos CAD”); and

WHEREAS, pursuant to Section 6.051 of the *Texas Property Tax Code*, Brazos CAD has the legal right to purchase or lease real property as necessary to establish and operate the Brazos CAD appraisal office; and

WHEREAS, the City of College Station has received a Resolution, dated September 28, 2015 adopted by the Brazos CAD Board of Directors recommending the purchase of the property known as Lot 1 Block 1 Park Hudson Phase 3, to contain 2.145 acres more or less which is situated in Bryan, Brazos County, Texas (the “Property”) and construct a building approximately 11,550 square feet to operate the Brazos CAD office;

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

1. That the above recitals are true and correct.
2. That the City of College Station hereby approves the Brazos Central Appraisal District acquiring the Property known as Lot 1 Block 1 Park Hudson Phase 3 for \$500,000.
3. That the City of College Station hereby approves the Brazos Central Appraisal District constructing an improvement of approximately 11,550 square feet with an estimated cost of \$2,703,670 to establish and operate the Brazos Central Appraisal District office.

That it is officially found and determined that this meeting was open to the public as required by law, and that notice of the time, place and subject matter of this meeting has been posted in the manner required by law.

RESOLVED THIS _____ DAY OF _____, 2015

CITY OF COLLEGE STATION

APPROVED:

Mayor

ATTEST:

City Secretary

City Attorney



Legislation Details (With Text)

File #: 15-0630 **Version:** 1 **Name:** City's Down Payment Assistance Program
Type: Administrative Adjustment **Status:** Consent Agenda
File created: 10/23/2015 **In control:** City Council Regular
On agenda: 11/12/2015 **Final action:**
Title: Presentation, possible action, and discussion of proposed change to the City's Down Payment Assistance Program to include a not-to-exceed limit on the amount of assistance provided through a loan to no more than \$49,999.
Sponsors: Debbie Eller
Indexes:
Code sections:
Attachments: [DAP Guidelines 11-12-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of proposed change to the City's Down Payment Assistance Program to include a not-to-exceed limit on the amount of assistance provided through a loan to no more than \$49,999.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval of the proposed modification to the Down Payment Assistance Program guidelines.

Summary:

Community Development Block Grant and HOME Investment Partnership Program grant funds are currently used by the City to provide various housing programs to income-eligible households. The City's current Down Payment Assistance Program was approved by Council on December 12, 2014. The program provides shared equity and gap financing of up to 30% of the sales price of a home within the City Limits of College Station to qualified applicants. However, no maximum loan amount was specified.

Staff recommends changing the guidelines to include a maximum, not-to-exceed GAP loan amount of \$49,999. This maximum amount will allow income-eligible households the ability to purchase homes in College Station, while still allowing the assistance to be available to a greater number of households.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: N/A

Attachments:

Down Payment Program Guidelines

**CITY OF COLLEGE STATION
DOWN-PAYMENT ASSISTANCE PROGRAM**

PROGRAM GUIDELINES

Unless herein stated otherwise, the general operating procedures contained in 24 CFR Part 92 (Home Investment Partnerships Program) and/or 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Down-Payment Assistance Program (DAP) is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available.

DAP is designed to assist income-eligible homebuyers with the purchase of affordable single family residential properties located within the City of College Station for owner-occupied, homestead use only. DAP financial assistance shall be limited to providing qualified applicants with down payment/principal reduction and/or closing cost assistance under the provisions of 92 CFR § 92.254 qualification as affordable housing: homeownership and 570.201 Basic eligible activities. This may be accomplished in part by developing, with City Council approval, affordable single-family units to be made available to program eligible families.

The basic goals of the Down-Payment Assistance Program are:

- To provide homeownership opportunities for low income individuals and families,
- To expand the supply of decent housing available to low-income homebuyers, and
- To provide homeowner training and homebuyer counseling activities to low-income homebuyers.

DAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with conventional permanent financing offered by private sector lenders (i.e., banks, thrifts, or mortgage corporations). Seller/owner financing is not permitted, except for applicants applying under the Habitat for Humanity homebuyer program. The amount of financial assistance that may be provided by the Program will be based on the applicant's demonstrated need or "financial gap." DAP will provide a gap financing loan with a maximum of up to 30% of the sales price, not to exceed \$49,999.00. The Program will maintain adequate records to support how the amount of Program assistance was calculated. Assistance beyond the maximum 221(d)(3) limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station will not be provided. The maximum purchase price shall not exceed 95% of the median area purchase price for the same type of residence. At his/her sole discretion, the Community Services Department Director may increase the amount of DAP assistance for an applicant purchasing properties developed by the City's Community Services Department or the City's non-

profit partners if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.

DAP assistance will require a lien by the City of College Station. DAP homebuyers must contribute a minimum of 1.5% of the sales price to the purchase of properties, except for applicants applying under the Habitat for Humanity homebuyer program. At the discretion of the Community Services Department Director, this requirement may be waived.

Participating lenders must provide escrow services to buyers for insurance and tax payment purposes. The City will not participate in purchases where the mortgage lender's interest rate exceeds the local average mortgage rate by more than one and one-half additional percentage points. Additionally, lender mortgages of less than fifteen (15) years will not be eligible for participation in the DAP Program.

B. HOMEBUYER ELIGIBILITY CRITERIA

Eligible applicants of DAP financial assistance must meet the following qualifications:

1. An applicant must have a gross income of less than eighty (80) percent of the College Station/Bryan area median income as established by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income). Applicants will not be eligible for DAP assistance if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
2. Participants will be required to certify at the time they acquire an ownership interest in the unit that they intend to occupy the unit as their principal residence. Occupancy will be determined through verification of utility consumption, and other verifications determined to be acceptable by the City, on an annual basis.
3. Credit and Employment Standards
 - a. Qualified applicants will have an average FICO credit score of no less than 600, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two (2) years. This provision does not apply to applicants applying under the Habitat for Humanity homebuyer program. The Community Services Department Director may waive this requirement if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.
 - b. Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of six (6) months.
 - c. Student loans which are currently deferred at the time of application will be included in the debt ratio calculation as if in repayment status.

4. Citizenship: In order to receive DAP assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified Alien status will be verified by the U.S. Citizenship and Immigration Services Division of the Department of Homeland Security.

C. ELIGIBLE PROPERTY CRITERIA

Property eligible for purchase under DAP is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: homeownership) and as follows:

1. The DAP will be implemented on a city-wide basis within the city limits of the City of College Station.
2. All single-family property, located within the above mentioned boundaries, is eligible. The definition of "single-family" property includes individually owned townhouse units, homeplexes and condominium units, but excludes mobile homes, duplexes and quadraplexes.
3. Only property that is debt-free and has an otherwise clear title on the date it is acquired by an applicant is eligible.
4. The sales price of the home to be purchased must be affordable within the limits stated by HUD and federal regulations. The fair market value (FMV) of the home to be purchased may not exceed 95% of the median area purchase price for the same type of residence for the College Station/Bryan area.
5. Eligible properties must not be tenant-occupied on the date of the execution of the Earnest Money or Sales Contract, unless the occupant is the buyer.
6. Properties constructed prior to 1978 that exceed the maximum allowable area of chipping, peeling, or cracking paint, as determined by Community Services Department staff, must have passed a lead-based paint risk assessment by a State of Texas-licensed Lead Risk Assessor.

D. LOAN INSTRUMENTS

DAP shall use two (2) basic loan instruments (promissory note and deed-of-trust) to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds). The intention of the DAP loan instrument is to provide supplemental financial assistance when combined with permanent financing.

Affordability shall be determined, except in the case of purchases through the Habitat for Humanity homebuyer program, by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) is not less than 20% but not more than 35% of the monthly income of the eligible DAP

homebuyer. With lender approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (participating lenders may require a lower percentage). The City of College Station shall not participate in loan packages that have mortgages that are not fully amortizing ("balloon" mortgage) or contain negative amortization. Mortgage interest rates must be fixed for the full loan term. Interest rate buy-downs are not permitted. A maximum of 30% of the program assistance may be used for closing costs except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

DAP loan instruments shall require that the property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

- Amount:** Gap financing of up to 30% of the sales price of the house, not to exceed \$49,999.00. Assistance amount is determined by the borrower's demonstrated need or "financial gap."
- Repayment Due:** 100% of borrowed amount when borrower no longer owner occupies the property (to the extent proceeds available) plus the percentage of equity as determined by the DAP amount divided by the sales price at time of purchase.
- Interest Rate:** 0%
- Lien holder Position:** Second
- Closing Costs:** A maximum of 30% of the program assistance may be used for closing costs. The remaining 70% must be applied directly to the down payment.
- Refinancing:** Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed.
- Owner Occupancy Required:** On the date the homebuyer ceases occupying the property as a primary residence (i.e., rental, gift, death, abandonment), the deferred loan and the shared equity portion will become due and payable to the City (except for deployed military personnel.)

The Shared Equity percentage of appreciation/depreciation due is based on whether there is a gain or loss from a subsequent sale of the subject property. Gain or loss from the borrower's sale shall be calculated as the subsequent sales price minus the eligible costs of sale minus the original cost of acquisition (original purchase price plus closing costs). If there is a loss, then 100% of the loss will be reduced from the original Shared Equity DAP loan amount. If there is a gain, then the

Community Services Department will be paid its original loan plus a share of the appreciation, based on the percentage of the Shared Equity DAP loan of the original home sales price.

Except in the case of purchases under the Habitat for Humanity homebuyer program, the City shall have the prior right to purchase the ownership interest in the property from the initial DAP homeowner for the amount specified in a firm contract between the homeowner and the prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homebuyer is deployed on active duty, the homebuyer may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homebuyer's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The City of College Station Community Services Department will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homebuyer's client file. If the home is rented to an income-eligible applicant, or is occupied by the homebuyer's dependents, the DAP loan will continue to be deferred.

E. HOUSING QUALITY PLAN

1. Community Services Departmental staff, who are experienced in conducting inspections of housing units for health and safety standards will complete inspections of all proposed units for conditions posing a health or safety threat to occupants prior to approval of the unit for transfer to the homebuyer.
2. All DAP funded properties must meet all requirements under 24 CFR § 92.251(a) (Property standards) prior to closing.
3. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review) Properties not eligible for federal assistance due to environmental hazards will be ineligible for this program.

F. DAP HOMEBUYER AND HOMEOWNER COUNSELING PROGRAM

The Homebuyer and Homeowner Counseling Program will provide a full range of services, advice, and assistance to potential homebuyers to assist them in meeting the responsibilities of home ownership.

1. An **Intake Interview** will be conducted between the counselor and the prospective homebuyer once the application has been completed and reviewed by the counselor. The counselor will obtain and document sufficient information on the nature of the applicant's housing needs to determine the applicability of housing counseling, the type of assistance needed, and to establish a case action plan.

2. The counseling session will cover housing selection, Fair Housing laws, purchase procedures, real estate and mortgage terminology, types of financing and assistance programs, and the rights and responsibilities of homeowners.
3. The counseling session will also provide training to enhance home management skills, including money management, comparative shopping, use of credit, debt management and homeowner's insurance and property taxes. A review of the homebuyer's income and expenses and the development of a budget will be covered.
4. The counseling session will provide instruction/information on property care and maintenance, simple home repairs, and housing codes and enforcement procedures.
5. Information regarding reducing energy waste, developing an energy conservation lifestyle, energy audits, tax credit information, low cost weatherizing instructions, product fraud prevention, and safety information will also be provided.
6. Post-Occupancy Counseling will be offered upon request to the homebuyer after the purchase of the home. This counseling will also be available to assist in resolving problems between the mortgagee and the home buyer and will provide appropriate referrals to other agencies, as needed.

G. APPLICATION PROCESS

Persons having previously completed homebuyer assistance evaluations and counseling with staff will be given priority. Interested applicants will be given application and verification forms and instructions for completion. Staff will be available to assist with completion of required forms.

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, DAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.
2. All program requirements having been met, eligible applicants will be prioritized according to date and time of intake interview and pre-purchase session. Assistance will continue until all funds are depleted or the program is terminated. In the event of a funding shortage, families with dependent children will receive priority. Families with dependent children will also receive priority for properties developed and owned by the City.
3. Previous recipients of Community Services Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Community Services Department Director prior to receiving DAP assistance. Previous DAP recipients are not eligible for additional DAP assistance, except upon approval of the Community Services Department Director.

4. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.
5. Applicants denied for DAP can reapply no earlier than six (6) months from the date of original application.
6. A non-refundable fee of \$20 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

H. ANTI-DISPLACEMENT POLICY STATEMENT

1. The City shall not engage or participate in any activities that influence the permanent and/or involuntary relocation or displacement of any low-income family due to the DAP pursuant to the provisions of 24 CFR§ 92.353 Displacement, Relocation, and Acquisition.
2. It is not anticipated that it would be necessary to relocate any families. However, the City will follow the relocation procedures as set forth in its adopted Anti-Displacement Policy if the need does arise.

I. EQUAL OPPORTUNITY STATEMENT

The City of College Station is committed to providing equal opportunity for minority- or women-owned businesses to compete and obtain contracts for City sponsored projects, and will comply with the provisions of 24 CFR § 92.350 (Other Federal requirements and nondiscrimination) and 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

J. FAIR HOUSING POLICY STATEMENT

The City of College Station adopted a Fair Housing Ordinance in 1979, which prohibits discrimination in the sale or rental of housing, and discrimination in the provision of brokerage services. The ordinance also outlines the City's procedures regarding complaints, investigation, cumulative legal effect, unlawful intimidation, education and public information and penalty. The City is not under any court order or decree regarding Fair Housing. Relevant policies and codes have been examined and no exclusionary zoning codes were evident. The City of College Station does not have a rental control ordinance. The City of College Station will comply with the provisions of 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

Information regarding the DAP will be made available to the public through the use of a variety of public media, to include: meetings, the City's website and ads in the classified section of the newspapers. Press releases may be given to the local media. Information and applications will be made available to local agencies that deal with low to moderate income people.

Community Services staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and applications and program information will also be available on various City-specific media.

In addition, the City of College Station will seek technical assistance from the appropriate HUD staff in order to ensure that all Fair Housing requirements and standards are upheld and ultimately furthered.



Legislation Details (With Text)

File #:	15-0632	Version:	1	Name:	Emulsified Asphalt Products Annual Price Agreement Renewal
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	10/26/2015	In control:		In control:	City Council Regular
On agenda:	11/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the first renewal of the price agreement from Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Tabulation.pdf City of College Station Renewal 10.9.15.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the first renewal of the price agreement from Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the renewal of the annual price agreement.

Summary: Bids (Bid #14-085) were opened for an annual price agreement for Emulsified Asphalt Products on August 19, 2014. Two bids were received, with Cleveland Asphalt Products, Inc. being the lowest responsible bidder. The other bidder, Ergon Asphalt & Emulsions, Inc., did not submit a complete bid. This renewal term is for October 17, 2015 through October 16, 2016. This is the first of two possible renewals. Public Works utilizes several emulsified asphalt products to rehabilitate and repair asphalt pavement.

Legal Review: N/A

Budget & Financial Summary: Funding is available in the operating budget of the Street Maintenance Division.

Attachments:

1. Tabulation of Bid #14-085
2. Renewal Acceptance Letter



City of College Station - Purchasing Division
Bid Tabulation for #14-085
"Purchase of Emulsified Asphalt Products"
Open Date: Tuesday, August 19, 2014 @ 2:00 p.m.

Item #	Quantity	UOM	Description	Cleveland Asphalt Products, Inc. Shepard, Texas		Ergon Asphalt & Emulsions, Inc. Austin, Texas	
				Unit Price	Total Price	Unit Price	Total Price
1	20,000	gallons	Emulsion, Cationic Rapid Setting CRS-2 in 2,500 gallon increments (FOB Delivered)	\$2.4496	\$48,992.00	\$2.5217	\$50,434.00
1b	20,000	gallons	Emulsion, Cationic Rapid Setting CRS-2 in 2,500 gallon increments (Pick Up by City Crews)	\$2.15	\$43,000.00	\$2.21	\$44,200.00
2	10,000	gallons	Emulsion, Anionic Slow Setting SS-1 in 2,500 gallon increments (Pick Up by City Crews)	\$2.10	\$21,000.00	\$2.21	\$22,100.00
3	6,000	gallons	Cutback, Medium Curing Cutback MC-30 in 2,500 gallon increments (Pick Up By City Crews)	\$4.00	\$24,000.00	No Bid	No Bid
GRAND TOTAL				\$136,992.00		\$116,734.00	
Delivery				1-3 days		1 day following receipt of order	
Bid Certification				Y		Y	
Exceptions				* Item 1 - Please call for smaller quantity delivered prices. * Demurrage Charge: \$80.00 per hour after 2 free hours. * Prompt Payment Discount: 2%, 10 days		* Federal Environmental Fee will be added to the above prices at a rate of \$.4424/ton for asphalt & polymer loads or \$.00133/gal for emulsion loads * This bid is for full transport loads of 5,500 gallons. Freight is based on a full transport load, even if a full load of material is not ordered. The common carrier bills demurrage at \$80.00 per hour, after the second hour. Return Freight is one-half of the outgoing tariff. Pump and Hose charge is \$80.00 per load.	

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid 14-085, for the Annual Price Agreement for Emulsified Asphalt Products, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed One Hundred Thirty Six Thousand Nine Hundred Ninety Two and No/100 Dollars (\$136,992.00).

Line Item Pricing:

Emulsion, Cationic Rapid Setting CRS-2, FOB Delivered	\$2.4496/gal
Emulsion, Cationic Rapid Setting CRS-2, Pick up by City Crew	\$2.15/gal
Emulsion, Anioinc Slow Setting SS-1, Pick up by City Crew	\$2.10/gal
Cutback, Medium Curing Cutback MC-30, Pick up by City Crew	\$4.00/gal

I understand this renewal term will be for the period beginning October 17, 2015 through October 16, 2016. This is the first of two possible renewals.

CLEVELAND ASPHALT PRODUCTS, INC.

By: 

Printed Name: CLAYTON MOORE

Title: Sales

Date: 10-9-15



Legislation Details (With Text)

File #: 15-0633 **Version:** 1 **Name:** University Drive Pedestrian Safety Improvements Phases 2-5 Project

Type: Contract **Status:** Consent Agenda

File created: 10/26/2015 **In control:** City Council Regular

On agenda: 11/12/2015 **Final action:**

Title: Presentation, possible action, and discussion on a professional services contract with HDR Engineering, Inc. in the amount of \$462,809.25, for the design, bidding, construction administration and construction materials testing for the University Drive Pedestrian Safety Improvements Project Phases 2-5.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Project Map University Ped 2-5.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a professional services contract with HDR Engineering, Inc. in the amount of \$462,809.25, for the design, bidding, construction administration and construction materials testing for the University Drive Pedestrian Safety Improvements Project Phases 2-5.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: Phases 2-5 of the University Drive Pedestrian Safety Improvements Project will begin at the terminus of Phase 1 and extend to South College Avenue/Bizzell Street. The focus of this project is to improve pedestrian mobility and safety while balancing acceptable levels of service for vehicular transportation.

This contract is for the final detailed design of the project. The preliminary phase of this project included a conceptual design that will be the basis for the detailed design. The scope of this contract includes the design, bidding, and construction administration services which include public engagement, environmental review, geotechnical investigation, and construction materials testing.

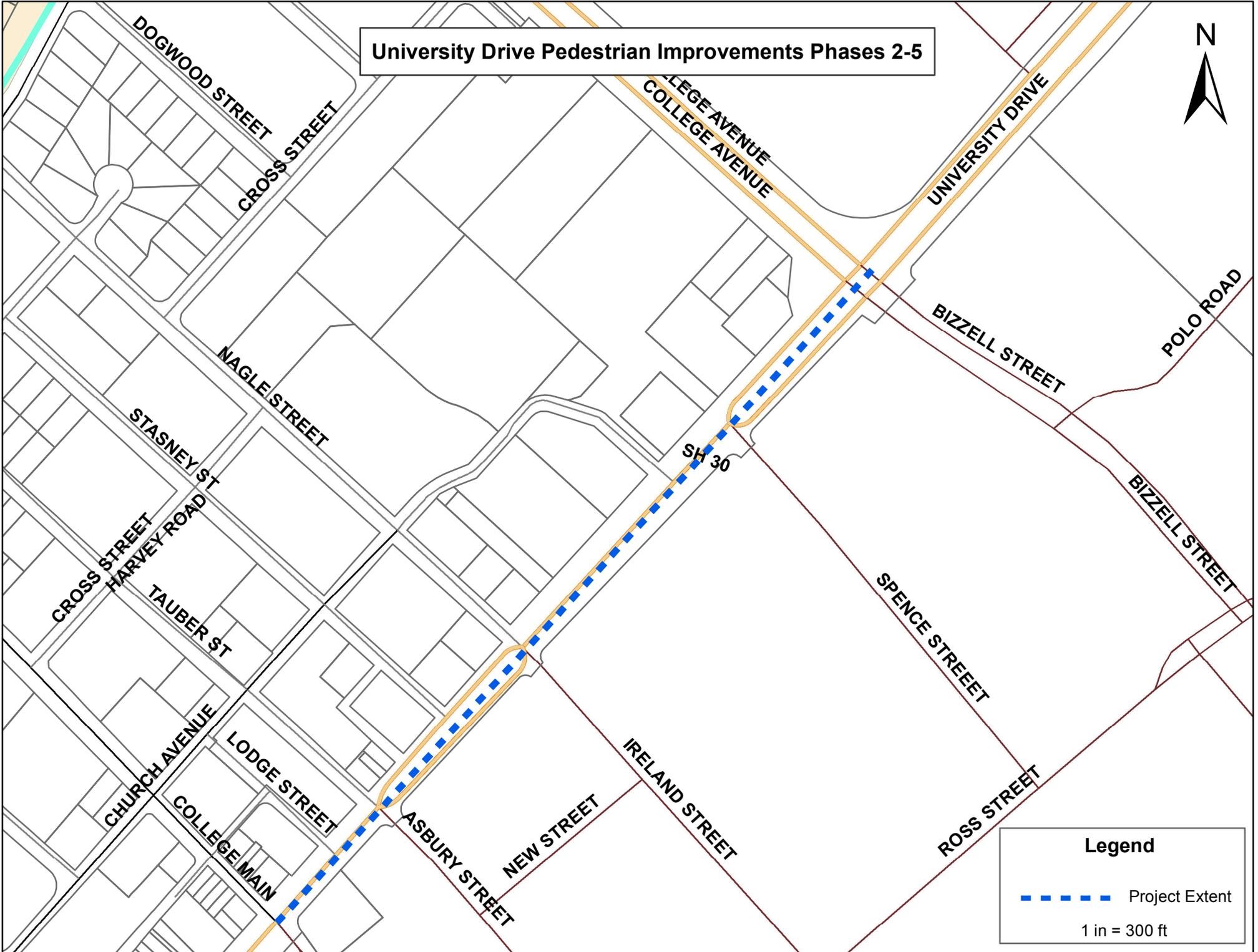
Budget & Financial Summary: Funds in the amount of \$7,055,000 are budgeted for this project. Funds in the amount of \$305,992.42 have been expended or committed to date, leaving a balance of \$6,749,007.58 for this design and construction.

Legal Review:

Attachments:

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

University Drive Pedestrian Improvements Phases 2-5



Legend

- Project Extent

1 in = 300 ft



Legislation Details (With Text)

File #:	15-0634	Version:	1	Name:	No Left Turn Northbound Welsh into Rock Prairie Elementary Driveway
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	10/26/2015	In control:		In control:	City Council Regular
On agenda:	11/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Welsh Avenue into the Rock Prairie Elementary driveway approximately 650 feet north of Rock Prairie Road.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Left-Turns Ordinance - Northbound Welsh Avenue into Rock Prairie Elementary.pdf No Left-Turns - Northbound Welsh Avenue into Rock Prairie Elementary.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Welsh Avenue into the Rock Prairie Elementary driveway approximately 650 feet north of Rock Prairie Road.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This ordinance removes left turns for vehicles traveling north on Welsh Avenue into the Rock Prairie Elementary driveway approximately 650 feet north of Rock Prairie Road on school days from 7:00 am until 9:00 am and on school days from 2:30 pm until 4:30 pm.

College Station Independent School District (CSISD) approached public works staff with concerns about traffic around Rock Prairie Elementary during morning drop-off and afternoon pick-up. A specific concern is that the traffic queue for left turning vehicles into the parent pick-up lot is extending into the intersection of Welsh Avenue and Rock Prairie Road. Additionally, this vehicle queue extends across the crosswalk at the intersection of Canterbury Drive and Welsh Avenue, which is the crosswalk with a school crossing guard. By restricting the ability to turn left into the student pick-up and drop-off location, both concerns can be addressed.

To evaluate parent support for this change, the CSISD and public works employees held a public meeting on September 28, 2015. There were 14 people at the meeting, including the school principal. Everyone in attendance agreed on the need for this ordinance.

Based upon Traffic Engineering's evaluation and feedback from the public meeting, the Traffic

Management Team recommends approving this ordinance.

Budget & Financial Summary: The "No Left-turn" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", K "INTERSECTIONS CONTROLLED BY NO RIGHT TURN OR NO LEFT TURN SIGNS", TRAFFIC SCHEDULE VIII – "NO RIGHT TURN AND NO LEFT TURN", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, TO PROHIBIT LEFT TURNS FROM NORTHWEST BOUND WELSH AVENUE INTO THE ROCK PRAIRIE ELEMENTARY DRIVEWAY 650 FEET NORTHWEST OF ROCK PRAIRIE ROAD 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 10, "Traffic Code", Section 2 "Traffic Control Devices", K "Intersections Controlled by No Right Turn or No Left Turn Signs", Traffic Schedule VIII – "No Right Turn and No Left Turn" is amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 12th day of November, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

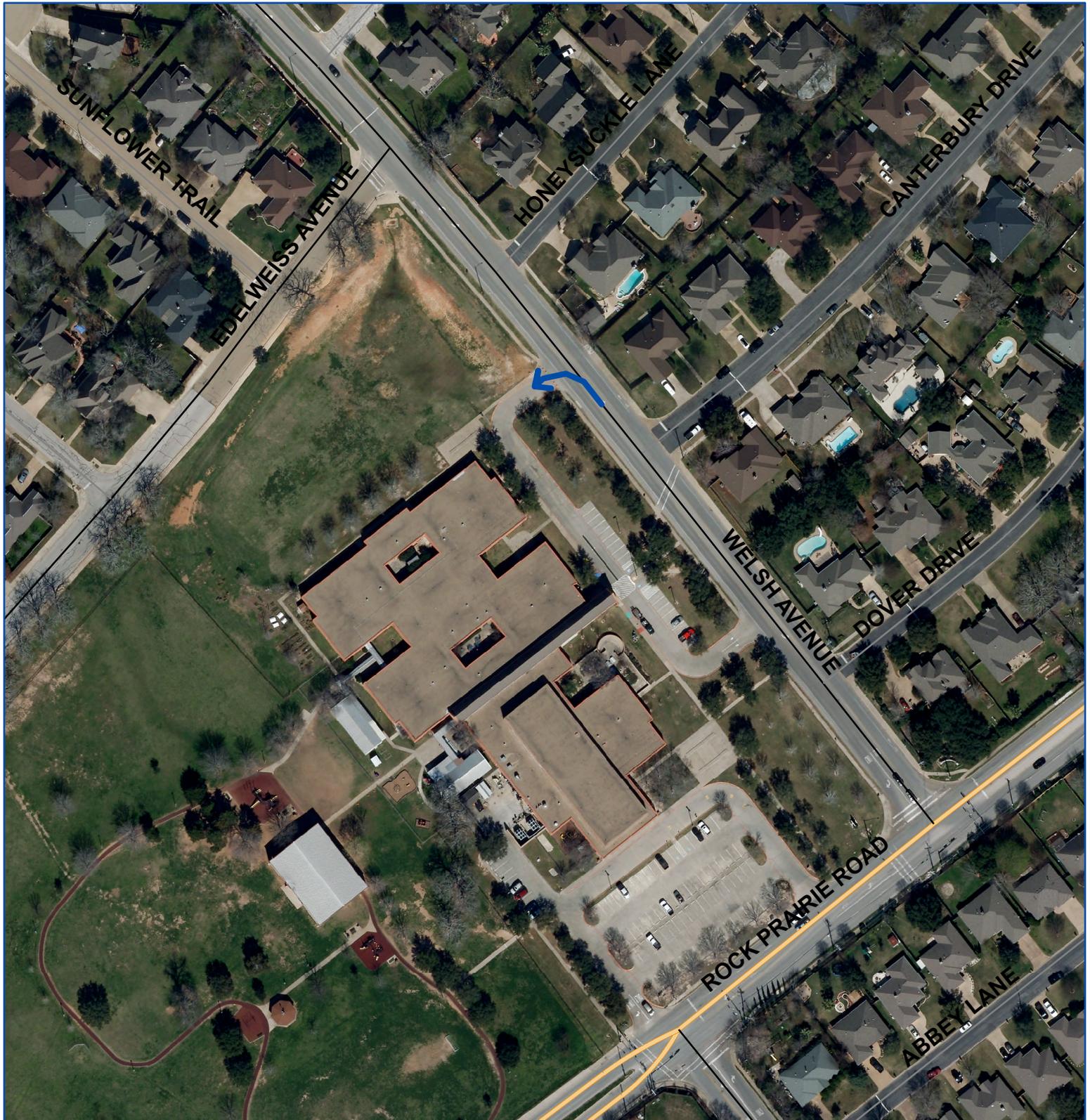
EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII – “No Right Turn and No Left Turn” is amended to include the following:

1. Welsh Avenue

- a.** No Left-Turns on school days from 7:00 am until 9:00 am from northwest bound Welsh Avenue into the Rock Prairie Elementary driveway located 650 feet northwest of Rock Prairie Road.
- b.** No Left-Turns on school days from 2:30 am until 4:30 am from northwest bound Welsh Avenue into the Rock Prairie Elementary driveway located 650 feet northwest of Rock Prairie Road.

Proposed Time-of-Day Left-Turn Prohibition for Northwest Bound Welsh Avenue into Rock Prairie Elementary School Driveway



Proposed prohibited movement: 
On school days from 7:00 am until 9:00 am
and on school days from 2:30 pm until 4:30 pm.



Legislation Details (With Text)

File #:	15-0635	Version:	1	Name:	No Left Turn Northbound Brothers Into Southwood Valley Elementary
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	10/26/2015	In control:		In control:	City Council Regular
On agenda:	11/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Brothers Boulevard into the Southwood Valley Parent Pick-up and Drop-off Driveway approximately 450 feet north of Deacon Drive.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Left-Turns Ordinance - Northbound Brothers into Southwood Valley Elementary.pdf No Left-Turns - Northbound Brothers into Southwood Valley Elementary.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Brothers Boulevard into the Southwood Valley Parent Pick-up and Drop-off Driveway approximately 450 feet north of Deacon Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This ordinance removes left turns for vehicles traveling north on Brothers Boulevard into the Southwood Valley Elementary School Parent pick-up and drop-off driveway approximately 450 feet north of Deacon Drive on school days from 7:00 am until 9:00 am and on school days from 2:30 pm until 4:30 pm.

College Station Independent School District (CSISD) approached public works staff with concerns about traffic around Southwood Valley Elementary School during morning drop-off and afternoon pick-up. A specific concern is that the traffic queue for left turning vehicles into the parent pick-up and drop-off lot is extending into the intersection of Brothers Boulevard and Deacon Drive. In addition to this intersection being a major thoroughfare within the City of College Station, this intersection contains the crosswalk with a crossing guard and the vehicle queue can make it difficult to see children using this crosswalk. By restricting the ability to turn left into the student pick-up and drop-off location, these concerns can be addressed.

To evaluate parent support for this change, public works staff attended the parent teacher organization meeting on October 6, 2015 at Southwood Valley. There were 20 people at the meeting, including the school principal. Everyone in attendance agreed on the need for this ordinance.

Based upon Traffic Engineering's evaluation and feedback from the public meeting, the Traffic Management Team recommends approving this ordinance.

Budget & Financial Summary: The "No Left-turn" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, K “INTERSECTIONS CONTROLLED BY NO RIGHT TURN OR NO LEFT TURN SIGNS”, TRAFFIC SCHEDULE VIII – “NO RIGHT TURN AND NO LEFT TURN”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, TO PROHIBIT LEFT TURNS FROM NORTHBOUND BROTHERS BOULEVARD INTO THE SOUTHWOOD VALLEY ELEMENTARY PARENT PICK-UP AND DROP-OFF DRIVEWAY 450 FEET NORTH OF DEACON DRIVE 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:** Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII – “No Right Turn and No Left Turn” is amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 12th day of November, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII – “No Right Turn and No Left Turn” is amended to include the following:

1. Brothers Boulevard

- a.** No Left-Turns on school days from 7:00 am until 9:00 am from northbound Brothers Boulevard into the Southwood Valley Elementary School parent pick-up and drop-off driveway located 450 feet north of Deacon Drive.

- b.** No Left-Turns on school days from 2:30 am until 4:30 am from northbound Brothers Boulevard into the Southwood Valley Elementary School parent pick-up and drop-off driveway located 450 feet north of Deacon Drive.

Proposed Time-of-Day Left-Turn Prohibition for Northbound Brothers Boulevard into Southwood Valley Elementary School Driveway



Proposed prohibited movements: 
On school days from 7:00 am until 9:00 am
and on school days from 2:30 pm until 4:30 pm.



Legislation Details (With Text)

File #:	15-0636	Version:	1	Name:	No Left Turn Southbound Eagle Into Public Alley
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	10/26/2015	In control:		In control:	City Council Regular
On agenda:	11/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling south on Eagle Avenue at the public alley that is approximately 350 feet north of Newport Lane during morning drop-off and afternoon pick-up at Creek View Elementary				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Left-Turns Ordinance - Public Alley Near Creek View Elementary.pdf No Left-Turns - Public Alley Near Creek View Elementary.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling south on Eagle Avenue at the public alley that is approximately 350 feet north of Newport Lane during morning drop-off and afternoon pick-up at Creek View Elementary

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This ordinance removes left turns for vehicles traveling south on Eagle Avenue at the public alley that is 350 feet north of Newport Lane on school days from 7:00 am until 9:00 am and on school days from 2:30 pm until 4:30 pm.

Citizens living on the public alley near Creek View Elementary approached city staff with concerns about people using this alley as a cut through when it is not designed for this type of traffic. After looking into the situation, public works staff were able to determine that parents are using the public alley to return to Alexandria Avenue after dropping off students at Creek View Elementary. Parents are doing so because the Creek View Elementary traffic plan requires parents to turn right and head south after dropping off or picking up their child and some of these parents have a need to return to the north.

To find a solution to this safety concern, Public Works staff held two public meetings. The first public meeting was with the residents living on the public alley. There were 7 citizens at this meeting and all 7 agreed on the need for this ordinance. The second public meeting was with Creek View elementary parents and CSISD staff. There were 11 people at the second public meeting and everyone agreed on the need for this ordinance.

Based upon Traffic Engineering's evaluation and feedback from the two public meetings, the Traffic Management Team

recommends approving this ordinance.

Budget & Financial Summary: The "No Left-Turn" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, K “INTERSECTIONS CONTROLLED BY NO RIGHT TURN OR NO LEFT TURN SIGNS”, TRAFFIC SCHEDULE VIII – “NO RIGHT TURN AND NO LEFT TURN”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, TO PROHIBIT LEFT TURNS FROM SOUTHWEST BOUND EAGLE AVENUE INTO A PUBLIC ALLEY 350 FEET NORTHEAST OF NEWPORT LANE 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 10, “Traffic Code”, Section 2 “Traffic Control Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII – “No Right Turn and No Left Turn” be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 12th day of November, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, K “Intersections Controlled by No Right Turn or No Left Turn Signs”, Traffic Schedule VIII – “No Right Turn and No Left Turn” is amended to include the following:

1. Eagle Avenue

- a.** No Left-Turns on school days from 7:00 am until 9:00 am on southwest bound Eagle Avenue into the public alley 350 feet northeast of Newport Lane.
- b.** No Left-Turns on school days from 2:30 am until 4:30 am on southwest bound Eagle Avenue into the public alley 350 feet northeast of Newport Lane.

Proposed Time-of-Day Left-Turn Prohibition for Southeast Bound Eagle Avenue into the Public Alley north of Newport Lane



Proposed prohibited movements: 
On school days from 7:00 am until 9:00 am
and on school days from 2:30 pm until 4:30 pm.



Legislation Details (With Text)

File #: 15-0641 **Version:** 1 **Name:** Mobile Food Courts
Type: Ordinance **Status:** Consent Agenda
File created: 10/27/2015 **In control:** City Council Regular
On agenda: 11/12/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," Subsections C.2.H.1 and C.2.H.2 of the Code of Ordinances of the City of College Station, Texas, regarding how often mobile food vendors are required to leave mobile food courts.
Sponsors: Molly Hitchcock
Indexes:
Code sections:
Attachments: [Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an amendment to Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," Subsections C.2.H.1 and C.2.H.2 of the Code of Ordinances of the City of College Station, Texas, regarding how often mobile food vendors are required to leave mobile food courts.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendation: Staff recommends approval of the amendment.

Summary: Ordinance amendments were recently adopted to the Code of Ordinances Chapter 4 "Business Regulations" and Chapter 12 "Unified Development Ordinance" to allow for the request of mobile food courts and to establish standards for their development. One change made to the amendments at the City Council meeting on October 8, 2015 was the period of time in which a mobile food vendor was required to leave a mobile food court. The change was made from a proposed period of 24 hours to annually.

While the motion to adopt the ordinances included the condition that the alteration be made to the Unified Development Ordinance, similar language was also included in the Business Regulations. This proposed ordinance amendment is considered a housekeeping item to maintain consistency across the Code of Ordinances.

Budget & Financial Summary: N/A

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, “BUSINESS REGULATIONS,” SECTION 4-20 “MOBILE FOOD VENDORS,” SUBSECTIONS C.2.H.1 AND C.2.H.2 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, REGARDING HOW OFTEN MOBILE FOOD VENDORS ARE REQUIRED TO LEAVE 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” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A” attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way 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 12th day of November, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Ordinance No.

Page 2 of 3

City Attorney

EXHIBIT "A"

That Chapter 4, "Business Regulations," Section 4.20 "Mobile Food Vendors," Subsections C.2.h.1 and C.2.h.2 are hereby amended to read as follows:

Sec. 4-20. Mobile Food Vendors.

C. Zoning and location restrictions.

(2) A mobile food vendor shall not conduct sales at a stationary location:

(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 a year 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 a year to retain their status as mobile food vendors.



Legislation Details (With Text)

File #:	15-0644	Version:	1	Name:	FY15-17 ILA for Emergency Med Ambulance Services
Type:	Contract	Status:		Status:	Consent Agenda
File created:	10/28/2015	In control:		In control:	City Council Regular
On agenda:	11/12/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County and the City of Bryan providing Emergency Medical Ambulance Services to Brazos County.				
Sponsors:	Eric Hurt				
Indexes:					
Code sections:					
Attachments:	FY15-17 County EMS contract draft.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County and the City of Bryan providing Emergency Medical Ambulance Services to Brazos County.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation(s): Approval

Summary: This interlocal agreement provides emergency medical ambulances services to Brazos County. This agreement involves the City of Bryan, City of College Station, and Brazos County. The agreement explains how emergency medical ambulance services will be provided. This ILA has been approved by Brazos County and the City of Bryan.

Budget & Financial Summary: This interlocal agreement includes information on how the City of College Station will received funding for providing emergency medical ambulance services to Brazos County.

Attachments: Copy of ILA.

**INTERLOCAL AGREEMENT
EMERGENCY MEDICAL AMBULANCE SERVICE**

THIS INTERLOCAL AGREEMENT is hereby made and entered into by and among the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”), CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (“College Station”) and BRAZOS COUNTY, TEXAS (“County”), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments (the “Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of providing Emergency Medical Ambulance Services; and

WHEREAS, Bryan, College Station and County are authorized under Chapter 774 of the Texas Health & Safety Code to contract with each other to provide Emergency Medical Ambulance services; and

WHEREAS, Bryan and College Station have already been providing Emergency Medical Ambulance services to the County according to the geographic areas as defined as “Automatic Mutual Aid Response Districts” referenced in the Automatic Mutual Aid Agreement between Bryan and College Station;

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

SCOPE

1. Bryan and College Station shall provide Emergency Medical Ambulance Services to any person who requests it within their respective Automatic Mutual Aid Response District for which Bryan and College Station are assigned responsibility referenced in the Automatic Mutual Aid Agreement between Bryan and College Station. (See Exhibit “A,” a map of the Automatic Mutual Aid Response Districts indicating the corporation limits of each city as updated on or after 2005).
2. All requests for services under this Agreement shall be through the 9-1-1 Emergency Communications District and the College Station Communication Center, which dispatches police and fire units respectively for Bryan/County and College Station.
3. Bryan and College Station reserve the right to refuse to answer any call pursuant to this Agreement if their respective Fire Chief or his or her designee reasonably determines that the health, safety, or welfare of their city would be endangered by dispatching personnel or equipment outside of its corporate limits.
4. Bryan and College Station will maintain emergency medical equipment and licensed personnel in compliance with Subchapter C of Chapter 773 Health & Safety Code and will perform all activities related to this Agreement in accordance with the regulations promulgated by the Texas Department of State Health Services. Bryan and College Station will provide to the County, notwithstanding any HIPAA restrictions, an electronic copy of each run taken outside the corporation limits of each city, respectively, on a quarterly basis upon request. A “run” is defined as a single medical incident regardless of the number of EMS or other apparatus that respond(s).

PAYMENTS

5. County shall pay Bryan and College Station the following amounts for such Emergency Medical Ambulance Services on a quarterly basis according to the following schedule:

FY 2015

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2014	October –December, 2014	\$ 45,443.50 (Bryan) \$ 40,412.00 (College Station)
January 2, 2015	January – March, 2015	\$ 45,443.50 (Bryan) \$ 40,412.00 (College Station)
April 1, 2015	April – June, 2015	\$ 45,443.50 (Bryan) \$ 40,412.00 (College Station)
July 1, 2015	July – September, 2015	\$45,443.50 (Bryan) \$40,412.00 (College Station)

FY 2016

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2015	October –December, 2015	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)
January 2, 2016	January – March, 2016	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)
April 1, 2016	April – June, 2016	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)
July 1, 2016	July – September, 2016	\$ 53,560.00 (Bryan) \$ 53,560.00 (College Station)

FY 2017

<u>Payment Due Date</u>	<u>Quarter for which Payment is made</u>	<u>Amount</u>
October 1, 2016	October –December, 2016	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)
January 2, 2017	January – March, 2017	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)
April 1, 2017	April – June, 2017	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)
July 1, 2017	July – September, 2017	\$ 66,707.00 (Bryan) \$ 66,707.00 (College Station)

6. The County must make all payments to Bryan and College Station for these services from current revenues.

TERM AND TERMINATION

7. This Agreement term shall be for Emergency Ambulance Services provided by Bryan and College Station for a term to begin retroactively on October 1, 2014, through midnight on September 30, 2017. This Agreement shall go into effect immediately upon proper approval of all parties, shall be applied retroactively starting on October 1, 2014 and shall terminate September 30, 2017. A party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days' written notice of such termination. Further, should the Agreement be terminated the rights and obligations of the Parties hereunder shall terminate, except those rights and obligations that have accrued under this Agreement prior to the date of termination shall survive.

NOTICES

8. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. mail to the following parties:

Bryan: City of Bryan
P.O. Box 1000
Bryan, Texas. 77805
Attn: Randy McGregor, Fire Chief

College Station: City of College Station
P.O. Box 9960
300 Krenek Tap Road
College Station, Texas. 77842
Attn: Eric Hurt, Fire Chief

County: Brazos County
200 S. Texas Ave, Suite 332 Bryan, Texas 77803
Bryan, Texas 77803
Attn: County Judge Duane Peters

DEFENSE OF CLAIMS

9. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any party to this Agreement, or any of its officers, agents or employees as a result of its performance under this agreement. If any party to this contract is sued by a third party for any acts or omissions arising from the performance of this Agreement, the parties agree that the governmental unit that would have been responsible for furnishing the services in the absence of the Agreement is responsible for any civil liability that arises from the furnishings of those

services except for personal injury, personnel and/or retirement benefits of the personnel of the responding city, and/or damage to or resulting from use of any equipment of the responding city.

MISCELLANEOUS

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. All parties to this Agreement agree that payment for the performance recited herein will be payable from current revenues available to such paying party.
12. This Agreement is the entire agreement among Bryan, College Station and the County relating to the provision of Emergency Medical Ambulance Services and supersedes any and all prior agreements, arrangements, or understandings, whether written or oral.
13. This Agreement is for the benefit of the parties to this Agreement, and does not confer any rights on any third parties.
14. No amendment to this Agreement shall be effective or binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
15. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas. The venue of any lawsuits arising out of this Agreement shall be in Brazos County, Texas.
16. Failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of any party 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 part(ies) 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.
17. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into this _____ day of _____, 2015, by and between Bryan, College Station and Brazos County.

City of Bryan

City of College Station

Brazos County

Jason P. Bienski, Mayor

Nancy Berry, Mayor

Duane Peters, County Judge

ATTEST:

ATTEST:

ATTEST:

Mary Lynne Stratta
City Secretary

Sherry Mashburn
City Secretary

Karen McQueen
County Clerk

APPROVED AS TO FORM:

Janis K. Hampton
City Attorney
City of Bryan, Texas

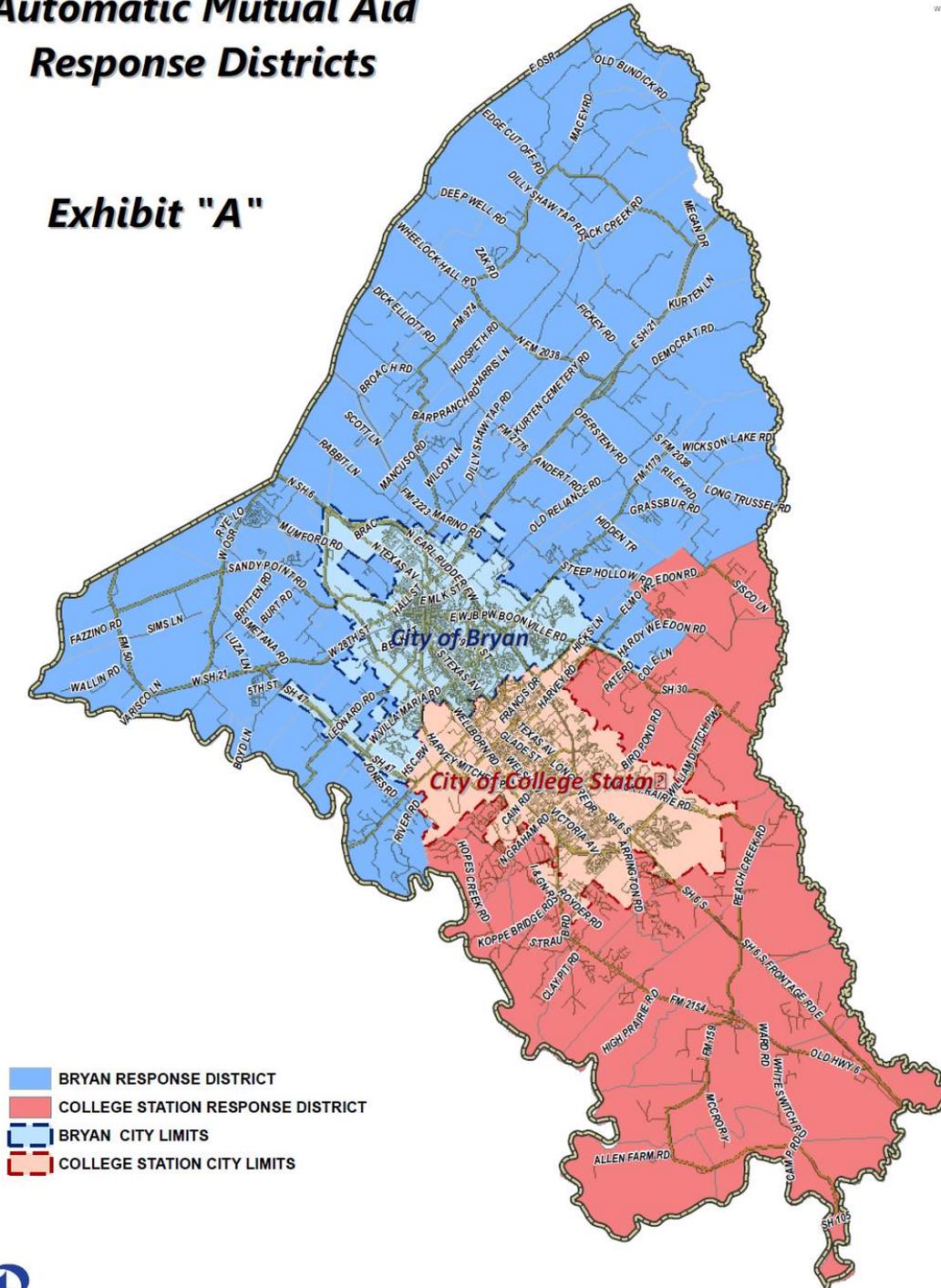
Carla Robinson
City Attorney
College Station, Texas

William Ballard
Assistant County Attorney
Brazos County, Texas

Automatic Mutual Aid Response Districts



Exhibit "A"



- BRYAN RESPONSE DISTRICT
- COLLEGE STATION RESPONSE DISTRICT
- BRYAN CITY LIMITS
- COLLEGE STATION CITY LIMITS





Legislation Details (With Text)

File #: 15-0645 **Version:** 1 **Name:** Annual Gas & Fuel Contract
Type: Presentation **Status:** Consent Agenda
File created: 10/28/2015 **In control:** City Council Regular
On agenda: 11/12/2015 **Final action:**
Title: Presentation, possible action, and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #15-006) with Brenco Marketing Corporation (Bryan, TX) for one (1) year; and authorize the annual estimated expenditures of \$1,200,000.
Sponsors: Jeff Kersten
Indexes:
Code sections:
Attachments: [Ren1 and COI.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #15-006) with Brenco Marketing Corporation (Bryan, TX) for one (1) year; and authorize the annual estimated expenditures of \$1,200,000.

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

Recommendation(s): Staff recommends approval of the renewal of the contract and authorize estimated annual expenditures totaling \$1,200,000 to Brenco Marketing Corporation. The contract has firm fixed prices for profit and delivery, allowing the City to pay cost (which fluctuates) plus markup. The terms and conditions of the original agreement remain unchanged for the renewal term. The annual estimated expenditures are based on historical annual fuel usage and expenses.

Summary: Texas A&M University formally solicited bids for gasoline and diesel fuel for itself and on behalf of several local agencies including: City of College Station, City of Bryan, Brazos County, Bryan ISD and College Station ISD. Six (6) sealed bids were received and opened on August 1, 2014. Brenco Marketing Corporation's bid offered the best value meeting specifications.

This renewal agreement will allow the City to renew the agreement for a term of one (1) year, December 20, 2015 through December 19, 2016. This is the first of four (4) renewal terms available. Fuel is placed in inventory and is available at two (2) locations: Public Works Fleet Operations and Public Utilities Warehouse.

Legal review: N/A

Budget & Financial Summary: Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

Reviewed and Approved by Legal:

Attachments: Renewal Acceptance Letter

RENEWAL ACCEPTANCE (1)

By signing herewith, I acknowledge and agree to renew Contract No. 15-006, an annual price contract for diesel fuel and gasoline for the amount of \$1,200,000.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning December 20, 2015 through December 19, 2016.

BRENCO MARKETING CORP.

CITY OF COLLEGE STATION

By: Donald H. Broach
Printed Name: DONALD H. BROACH
Title: PRESIDENT
Date: 10-22-15

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Executive Director Business Services
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

BRENC-1

OP ID: AD

DATE (MM/DD/YYYY)

10/21/2015

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 Anco Insurance B/CS P. O. Box 3889 Bryan, TX 77805 Duane Arbuckle	CONTACT NAME: Sandi Hopkins PHONE (A/C, No, Ext): 979-776-2626 E-MAIL ADDRESS: hopkins@anco.com	FAX (A/C, No): 979-774-5372
	INSURER(S) AFFORDING COVERAGE	
INSURED Brenco Marketing Corp. & ZIP N Food Stores, LLC & Central Texas Properties, Ltd (et.al per policy list) attn: Don Broach PO Box 3819 Bryan, TX 77805-3815	INSURER A: Nationwide Agribusiness Ins Co AMB 003539	NAIC # 28223 A+XV
	INSURER B: Texas Mutual Ins. Co. AMB #011453 A/XV	22945
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

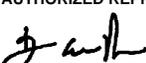
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP123336A	03/03/2015	03/03/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS90 Form <input checked="" type="checkbox"/> CA99481013			CPP123336A	03/03/2015	03/03/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU123336A	03/03/2015	03/03/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001166409	03/03/2015	03/03/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section			COP123336A	03/03/2015	03/03/2016	SEE BELOW IF APPLIC

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

CERTIFICATE HOLDER**CANCELLATION**

CITYCS6 City of College Station Budget & Management Analyst Attn: Lisa Davis 1101 Texas Avenue College Station, TX 77840	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a valid written contract or agreement, executed prior to any "occurrence", that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person(s) or organization(s) with whom you have agreed to such waiver, in a valid written contract or written agreement that has been executed prior to loss.

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

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

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

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The **BUSINESS AUTO COVERAGE FORM** is amended to include the following additions and extensions of coverage:

- A. NEWLY ACQUIRED OR FORMED ENTITIES
- B. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE
- C. BLANKET ADDITIONAL INSURED – REQUIRED BY CONTRACT
- D. EMPLOYEES AS INSUREDS – NONOWNED AUTOS
- E. EMPLOYEE HIRED AUTOS
- F. SUPPLEMENTARY PAYMENTS – BAIL BONDS
- G. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS
- H. FELLOW EMPLOYEE COVERAGE
- I. PROPERTY OF OTHERS
- J. PERSONAL EFFECTS COVERAGE
- K. AUTO MEDICAL PAYMENTS COVERAGE – INCREASED LIMITS
- L. EXPANDED TOWING COVERAGE
- M. AUTO LOAN OR LEASE COVERAGE
- N. RENTAL REIMBURSEMENT COVERAGE
- O. EXPANDED TRANSPORTATION EXPENSE
- P. EXPENSE YOU INCUR TO RECOVER A STOLEN AUTO
- Q. ACCIDENTAL AIRBAG DISCHARGE COVERAGE
- R. PHYSICAL DAMAGE – TWO OR MORE DEDUCTIBLES
- S. BLANKET WAIVER OF SUBROGATION
- T. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the policy period, whichever comes first.

B. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph C. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided on a covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss”, or destruction, then you have coverage for any “auto” you do not own, while used with the permission of its owner as a temporary substitute for the covered out of service “auto”.

The deductible for the temporary substitute “auto” will be the same as the applicable deductible for the covered “auto” it replaces.

C. BLANKET ADDITIONAL INSURED – REQUIRED BY CONTRACT

The following is added to Paragraph A.1. **Who Is An Insured** of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person(s) or organization(s) is an additional “insured” with whom you have agreed in a valid written contract or agreement, executed prior to any “accident” or “loss”, that such person(s) or organization(s) be added as an additional “insured” on your policy.

Such persons or organizations are additional “insureds”, but only with respect to liability for “bodily injury” or “property damage” caused by an “accident” that is, in whole or in part, caused by your acts or omissions or the acts or omissions of those acting on your behalf and resulting from the ownership, maintenance or use of a covered “auto”.

D. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. **Who Is An Insured** provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

E. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO COVERAGE FORM** is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- a. Any covered “auto” you lease, hire, rent or borrow; and
- b. Any covered “auto” hired or rented by your “employee” under a contract in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. SUPPLEMENTARY PAYMENTS – BAIL BONDS

The following replaces Paragraph A.2.a. (2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

G. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

The following replaces Paragraph A.2.a. (4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion contained under the **COVERED AUTOS LIABILITY COVERAGE** does not apply.

I. PROPERTY OF OTHERS

The **Care, Custody Or Control** Exclusion in **SECTION II – COVERED AUTOS LIABILITY COVERAGE** does not apply to “property damage” to property, other than your property, up to an amount not exceeding \$3,000 in any one “accident”.

This coverage applies as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.

J. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph A.4. **Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$1,000 for the “loss” to personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”.

This coverage applies as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.

K. AUTO MEDICAL PAYMENTS COVERAGE – INCREASED LIMITS

In the event of a covered “loss” where Auto Medical Payments Coverage applies, we will double the Limit Of Insurance for Medical Payments shown in the Declarations for each “insured” who was wearing a seat belt at the time of the “accident”. This limit is the most we will pay for all covered medical expenses regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”.

L. EXPANDED TOWING COVERAGE

The following replaces Paragraph A.2. of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to:

- 1. \$100 for a covered “auto” you own of the private passenger type; or
- 2. \$500 for a covered “auto” you own that is not of the private passenger type;

for towing and labor costs incurred each time the covered “auto” is disabled. However, the labor must be performed at the place of disablement.

M. AUTO LOAN OR LEASE COVERAGE

Physical Damage Coverage is amended by the addition of the following:

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan, including up to a maximum of \$500 for early termination fees or penalties, for a covered "auto", less:
 - a. The amount paid under the policy's Physical Damage Coverage; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes Of Loss, or Collision Coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.
4. This endorsement does not apply to any covered "auto" for which broader coverage is provided by any other endorsement form on this policy.

N. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Expanded Transportation Expense Coverage Extension in this form.

7. This endorsement does not apply to any covered "auto" for which broader coverage is provided by any other endorsement form on this policy.

O. EXPANDED TRANSPORTATION EXPENSE

Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE** is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

P. EXPENSE YOU INCUR TO RECOVER A STOLEN AUTO

The following is added to Paragraph **A.4.** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$5,000 for the expense of recovering a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

Q. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

The following is added to Paragraph **B.3.a.** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Mechanical breakdown does not include the accidental discharge of an airbag.

R. PHYSICAL DAMAGE – TWO OR MORE DEDUCTIBLES

The following is added to Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

When two or more covered "autos" sustain "loss" in the same collision, the "loss" will be reduced by the largest single deductible that applies.

For purposes of this coverage, an "auto" and its attached "trailer" are two separate "autos".

↙ **S. BLANKET WAIVER OF SUBROGATION**

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply, but only when the Named Insured agrees that subrogation is waived prior to the "accident" or the "loss" under the terms of a written contract entered into between the Named Insured and an entity that is part of that contract.

T. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following replaces Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of “accident”, claim, “suit”, or “loss”, your insurance manager or any other person you designate as responsible for insurance-related matters must notify us promptly of an “accident” or a “loss”, regardless of the amount, which may result in a claim. Include:
 - (1) How, when and where the “accident” or “loss” occurred;
 - (2) The “insured’s” name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Paragraph **A.2.b.(2) Duties In The Event Of Accident, Claim, Suit Or Loss** of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

- b. Additionally, you and any other involved “insured” must:
 - (2) Notify us and send us copies of any request, demand, order, notice, summons or legal papers received concerning the claim or “suit” as soon as practicable.

For the purposes of this coverage provided, you are presumed to have knowledge of the “accident” or “loss” when it has been reported to the insurance manager or any other person you designate as responsible for insurance-related matters.

U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV – BUSINESS AUTO CONDITIONS**:

Unintentional Failure To Disclose Hazards

Failure by you to disclose to us all hazards existing as of the inception date of this policy shall not prejudice us with respect to the coverage afforded by this policy, provided such error or omission is not intentional.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

- 1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
- 2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

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-0001166409 20150303 of the Texas Mutual Insurance Company

Issued to BRENCO MARKETING CORPORATION

Premium \$

NCCI Carrier Code 29939

Endorsement No.



Authorized Representative

WC420304B (ED. 6-01-2014)



Legislation Details (With Text)

File #: 15-0643 **Version:** 2 **Name:** 14996 Live Oak - Rezoning
Type: Rezoning **Status:** Agenda Ready
File created: 10/27/2015 **In control:** City Council Regular
On agenda: 11/12/2015 **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 SC Suburban Commercial for approximately 0.59 acres being Benjamin Graham Subdivision, Lot 9 and a portion of Lot 10 and the adjacent portion of the 20' Alley, Block A, according to the plat recorded in Volume 12, Page 394 of the Official Public Records of Brazos County, Texas, being generally located at 14996 Live Oak Street, being more generally located between Live Oak Street and Wellborn Road near Greens Prairie Road West. Case #REZ2015-000015

Sponsors: Madison Thomas

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 SC Suburban Commercial for approximately 0.59 acres being Benjamin Graham Subdivision, Lot 9 and a portion of Lot 10 and the adjacent portion of the 20' Alley, Block A, according to the plat recorded in Volume 12, Page 394 of the Official Public Records of Brazos County, Texas, being generally located at 14996 Live Oak Street, being more generally located between Live Oak Street and Wellborn Road near Greens Prairie Road West. Case #REZ2015-000015

Relationship to Strategic Goals: Diverse Growing Economy

Recommendations: The Planning and Zoning Commission considered this item at their October 15, 2015 meeting and voted 5-0 to recommended approval. Staff also recommends approval.

Summary: This request is to rezone the subject property from R Rural to SC Suburban Commercial. 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 Wellborn Commercial. The

Wellborn Community Plan states that this designation is for concentrations of commercial activity that focus on the nearby residents. The uses should be limited in size and visual impact on the community. The proposed zoning permits low-density commercial, 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 Live Oak Street are zoned R Rural, and developed as commercial lots. Properties to the north, south and west are developed as single-family homes and are zoned R Rural.
- 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 Live Oak Street and is suitable for a low-density commercial development. The Wellborn Community Plan speaks to creating a more pedestrian friendly, village-type environment with small scale business located along Live Oak Street.
- 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 Live Oak Street 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 commercial use and has limited agricultural potential as it is surrounded by single family and commercial uses.
- 6. Availability of water, wastewater, storm water, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be provided by Wellborn Special Utility District. There is an existing 12-inch sanitary sewer main along Live Oak Street. The tract is in the Peach Creek Drainage Basin. Access will be via Live Oak Street. 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: October 15, 2015

Advertised Council Hearing Date: November 12, 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:

N/A

Property owner notices mailed: 9

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Wellborn Commercial	R Rural	Single-family home
South	Wellborn Commercial	R Rural	Single-family home
East (Across Live Oak)	Institutional/ Public	R Rural	Commercial
West	Wellborn Commercial	R Rural	Single-family home

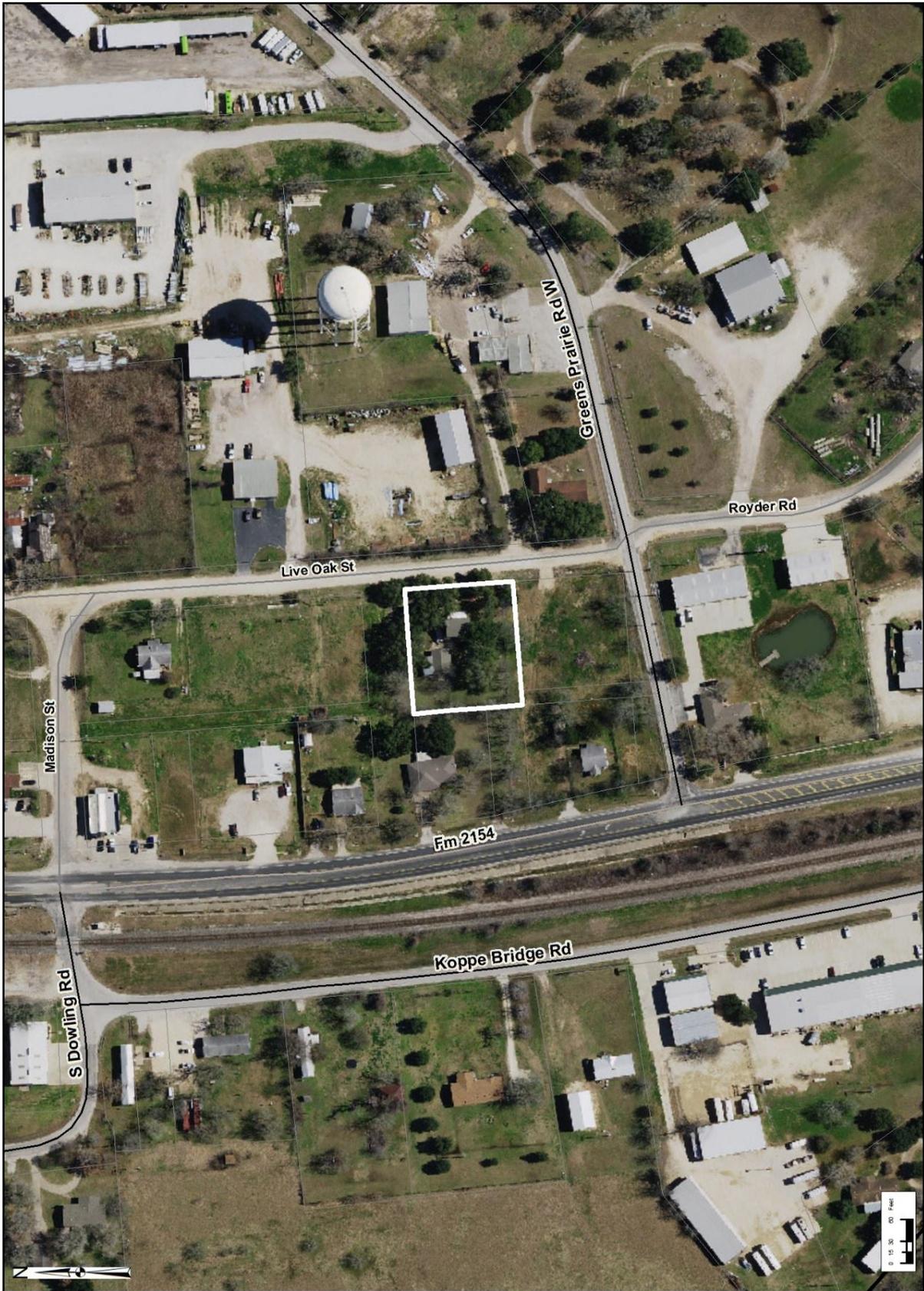
DEVELOPMENT HISTORY

Annexation: 2011

Zoning: Property zoned A-O Agricultural Open upon annexation
A-O renamed R Rural (2013)

Final Plat: Benjamin Graham Subdivision Final Plat Lot 9 and a portion of Lot 10 and the adjacent portion of the 20' Alley, Block A (1894)

Site development: Property is developed with a single family home.



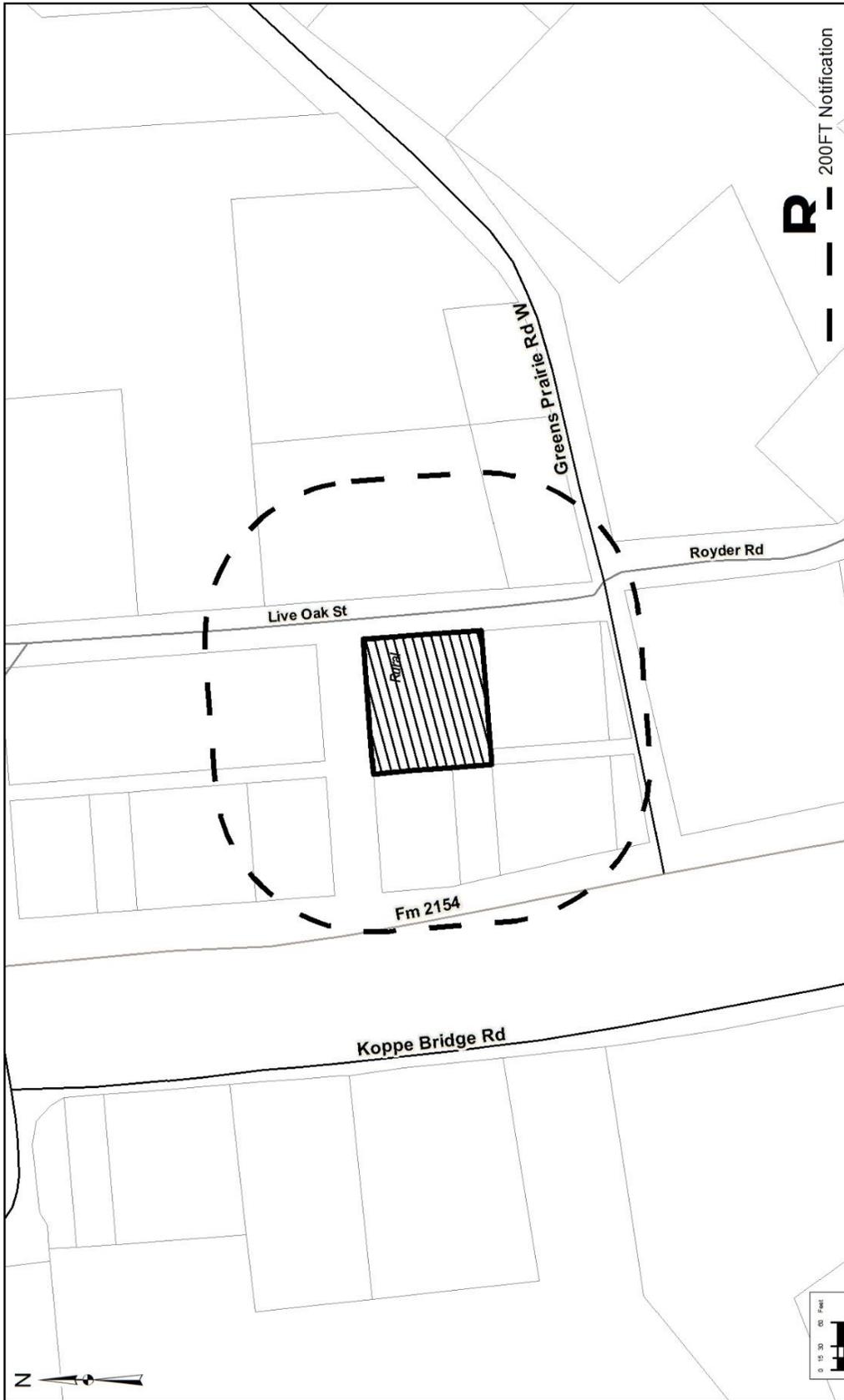
REZONING

Case: REZ2015-000015

14996 LIVE OAK

DEVELOPMENT REVIEW





R --- 200FT Notification

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	Heavy Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	College and University	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	Research and Development	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Planned Mixed-Use Development	RDD	Redevelopment District
		BP	Business Park	P-MUD		KO	Krenek Tap Overlay



DEVELOPMENT REVIEW

14996 LIVE OAK

Case:
REZ2015-000015

REZONING

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 SC SUBURBAN COMMERCIAL FOR THE PROPERTY BEING THE BENJAMIN GRAHAM SUBDIVISION, LOT 9 AND A PORTION OF LOT 10 AND THE ADJACENT PORTION OF THE 20' ALLEY, BLOCK A, ACCORDING TO THE PLAT RECORDED IN VOLUME 12, PAGE 394 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS LOCATED AT 14996 LIVE OAK STREET AND BEING MORE GENERALLY LOCATED BETWEEN LIVE OAK STREET AND WELLBORN ROAD NEAR GREENS PRAIRIE ROAD WEST; 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 12th day of November, 2015

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

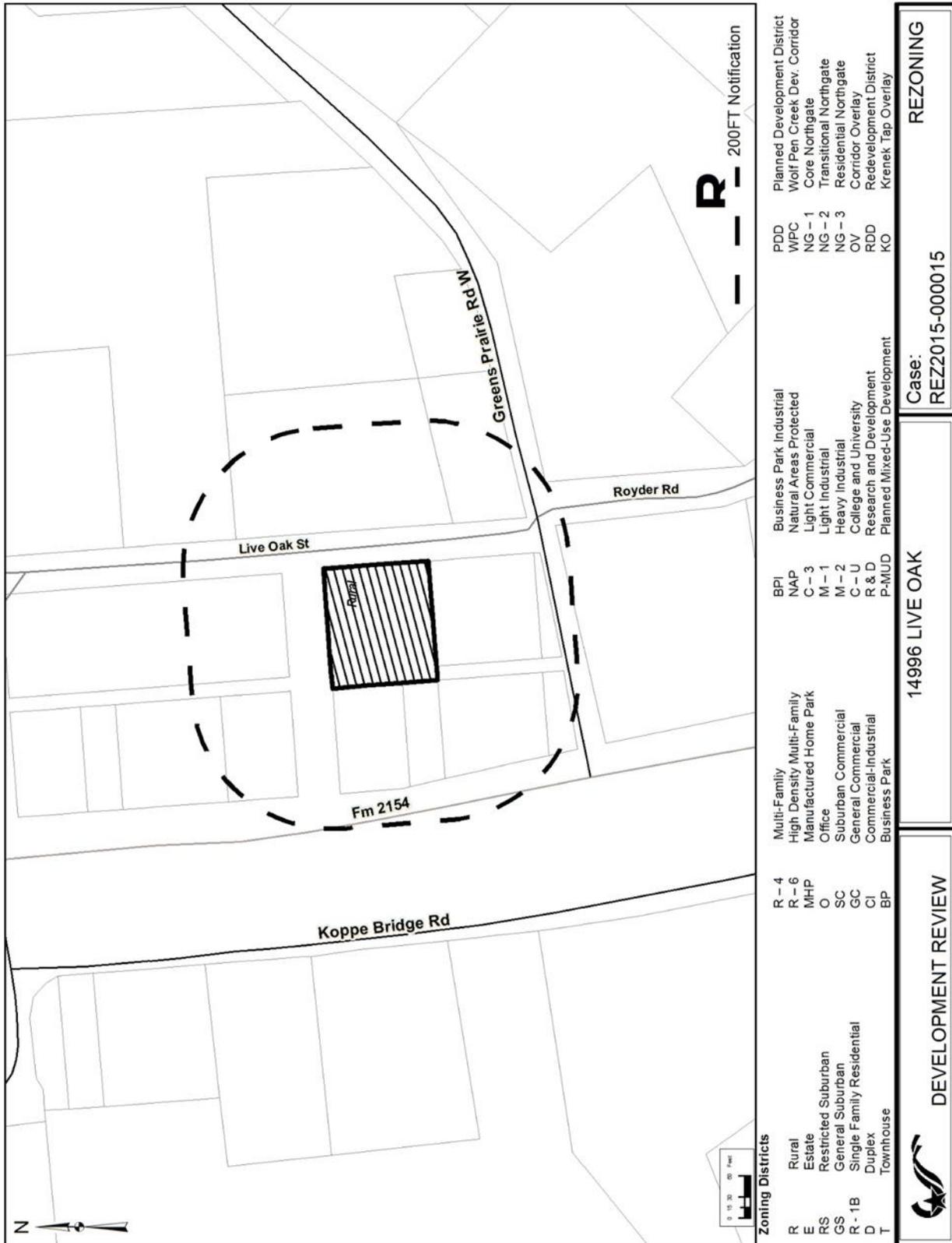
EXHIBIT "A"

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 SC Suburban Commercial:

Benjamin Graham Subdivision, Lot 9 and a portion of Lot 10 and the adjacent portion of the 20' Alley, Block A, according to the plat recorded in Volume 12, Page 394 of the Official Public Records of Brazos County, Texas

EXHIBIT "B"





Legislation Details (With Text)

File #: 15-0623 **Version:** 1 **Name:** Council Rep Appointments
Type: Appointment **Status:** Agenda Ready
File created: 10/22/2015 **In control:** City Council Regular
On agenda: 11/12/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions, and consider citizen appointment to the Arts Council.
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [2014-2015 Council Appointed Reps.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions, and consider citizen appointment to the Arts Council.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: This is also an opportunity for Councilmembers to consider whether they wish to continue serving on a particular board or if they want to try a new one.

As for the Arts Council, Chris Dyer has informed staff that the recommended appointees include Hans Hammond, Patricia Burchfield, and Steve Aldrich. Aldrich and Hammond are current City appointees, and Burchfield would be a new appointee to fill John Happ's spot. Happ termed out on the Board in September. Burchfield recently completed and submitted the City Board application form.

Budget & Financial Summary: None

Attachments:

2014-2015 Governmental Entity/Community Council Rep List



2014-2015 Council Appointed Representatives

The following individuals are appointed by the City Council to represent the City of College Station on joint committees with other governmental agencies and community groups.

Arts Council of the Brazos Valley (College Station Representatives)

Steve Aldrich Appointed 12/13

Arts Council Ad Hoc Committee

Nancy Berry Appointed 2/12

Julie Schultz Appointed 2/12

Audit Committee

Nancy Berry (Chair) Appointed 8/10

Steve Aldrich Appointed 11/13

Karl Mooney Appointed 8/11

Blinn College Brazos County Advisory Committee

Nancy Berry Appointed 11/11

Brazos Animal Shelter

Chantal Vessali Appointed 11/11

Larry Johnson Appointed 9/12

Brazos Appraisal District

Ronald Kaiser Appointed 10/11; 9/13

Brazos County Health Department

Blanche Brick Appointed 12/12

John Nichols Appointed 12/12

Brazos Valley Solid Waste Management Agency Board of Directors

Mayor Nancy Berry Re-appointed 9/13

Karl Mooney Appointed 10/11; 8/14 (1-yr term)

Richard Floyd Appointed 2/12; 8/14 (3-yr term)

Brazos Valley Council of Governments Board of Directors

Mayor Nancy Berry Appointed 8/12

Brazos Valley Area Communications Taskforce

James Benham Appointed 2/13

Budget and Finance

John Nichols Appointed 12/12

James Benham Appointed 12/12

B/CS Metropolitan Planning Organization

Mayor Nancy Berry Appointed 8/11

CECO

Nancy Berry

Compensation and Benefits

Blanche Brick Appointed 12/12

Karl Mooney Appointed 01/15

Convention and Visitors Bureau

Karl Mooney Appointed 8/11; 12/13

Julie Schultz – alt. Appointed 8/11; 12/13

Economic Development

Nancy Berry

John Nichols Appointed 01/15

Julie Schultz Appointed 12/12

Intergovernmental Committee

Nancy Berry (Chair) Appointed 8/10

John Nichols Appointed 01/15

Blanche Brick Appointed 8/11

Joint Neighborhood Parking Task Force

Blanche Brick Appointed 2/12

Julie Schultz Appointed 2/12

Keep Brazos Beautiful

Venessa Garza Appointed 3/12

Lick Creek Park Nature Center Advisory Board

Blanche Brick Appointed 8/11

Research Valley Partnership

Nancy Berry	Appointed 8/11; 1/15
Julie Schultz	Appointed 8/11; 1/15
Tedi Ellison	Appointed 7/12

Sister Cities Association

Transportation Committee

Blanche Brick (BPG Chair)	Appointed 8/11
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Transportation and Mobility

Blanche Brick	Appointed 12/12
John Nichols	Appointed 12/12